REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN 
PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT 
Date: February 2, 2018

Project Name & Number: Rushmore Plaza Civic Center Arena Expansion / Pro No. 2452
CIP #:

Project Description: Boundary and Topographic Survey

Consultant: FMC Engineering

<table>
<thead>
<tr>
<th>Original Contract Amount: $27,480.00</th>
<th>Original Contract Date: 7/3/18</th>
<th>Original Completion Date:</th>
</tr>
</thead>
</table>

Addendum No:

Amendment Description:

<table>
<thead>
<tr>
<th>Current Contract Amount: $27,480.00</th>
<th>Current Completion Date:</th>
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<tbody>
<tr>
<td>Change Requested: $0.00</td>
<td></td>
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<tr>
<td>New Contract Amount: $27,480.00</td>
<td>New Completion Date:</td>
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Funding Source This Request:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Dept.</th>
<th>Line Item</th>
<th>Fund</th>
<th>Comments</th>
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<tbody>
<tr>
<td>$27,480.00</td>
<td>407</td>
<td>4223</td>
<td>132 Vision Funds</td>
<td></td>
</tr>
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<td></td>
<td>132</td>
<td></td>
<td>107</td>
<td></td>
</tr>
<tr>
<td></td>
<td>134</td>
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<td></td>
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</tr>
<tr>
<td>$27,480.00</td>
<td>Total</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Agreement Review & Approvals

Project Manager:
Date: 6-20-18

Division Manager:
Date: 6-21-18

Department Director:
Date: 6-21-18

City Attorney:
Date:

ROUTING INSTRUCTIONS
Route two original of the Agreement for review and signatures.
Finance Office - Retain one original
Project Manager - Retain second original for delivery to Consultant or: Public Works Engineering Project Manager

FINANCE OFFICE USE ONLY
(Note to Finance: Please write date of Agreement in appropriate space on the Agreement document)

Appropriation Date: 6-21-18
Cash Flow

108A Authorization for Mayor & Finance Officer to Sign
Rev. 03/2009
AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND FMG ENGINEERING
FOR
BOUNDARY AND TOPOGRAPHIC SURVEY
RUSHMORE PLAZA CIVIC CENTER ARENA EXPANSION PROJ NO. 2452

1) This Agreement is entered into this 13th day of June, 2018 by and between the City of Rapid City, 300 Sixth Street, Rapid City, SD 57701, a municipal corporation organized under the laws of the State of South Dakota, hereinafter referred to as the “City,” and FMG Engineering, hereinafter referred to as the “Consultant.”

2) Specifications to be followed under this contract are the City of Rapid City Standard Specifications for Public Works Construction (Current Edition) and any Special Provisions, Special Conditions, and/or Detailed Specifications pertaining to this contract.

3) The Consultant agrees to perform the work described in the attached proposal. In exchange, Consultant shall be compensated in an amount not to exceed $27,480.00. The Consultant will only be paid for work actually performed. This Agreement along with attached Scope of Services constitutes the entire agreement between the City and Consultant and supersedes all prior written or oral communications. In the event any terms of this agreement conflict with the attached quote, this agreement shall control.

4) The Consultant agrees to indemnify, defend and hold the City harmless against all liability, loss, damage, costs, and expenses including, but not limited to, costs of defense and reasonable attorney’s fees, which the City may hereafter suffer itself or pay to another party by reason of any claim, action, or right of action, at law or in equity, arising out of willful misconduct, error, omission or negligent act of the Consultant and resulting in injury (including death) to any person or damage to any property to the extent such are caused by or are alleged to be caused by the Consultant or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Consultant.

5) Payment for the work will be made to the Consultant by check after the completion of the contracted work, receipt of a signed voucher, and approval by the Council. Payment shall be made within 45 days after receipt of a signed voucher.

6) The Consultant is an independent entity and not an employee, agent, or partner of the City.

7) The Consultant shall obtain and maintain at its expense the following minimum limits of occurrence-based insurance coverage for the duration of this Agreement.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Limits of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>employer’s Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
</tbody>
</table>

Form 810 Informal Quote Agreement for Projects
Revised 3/21/2013
<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Limits of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>(Including Contractual Liability and Completed</td>
<td></td>
</tr>
<tr>
<td>Operations)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>C. Commercial Automobile Liability</td>
<td>$1,000,000 combined single limit</td>
</tr>
</tbody>
</table>

Such insurance policies shall name the City of Rapid City as an additional insured with respect to all activities arising out of the performance of the work and/or services under this Agreement. Acceptable Certificates of Insurance and Endorsements confirming the above coverage shall be filed with the City before commencing any work and/or services. Such Certificates shall afford the City thirty (30) days written notice of cancellation or of a material change in coverage. The City’s failure to obtain from the Consultant a Certificate of Insurance conforming to the foregoing requirements shall not be deemed a waiver of any of the foregoing requirements. This paragraph shall in no way limit the provisions of the indemnity section.

8) This Agreement is made and entered into by the Director of Public Works pursuant to the authority granted by SDCL 9-1-5 and Section 3.04.090 of the Rapid City Municipal Code.

9) The parties agree that the terms of this Agreement shall be governed by the laws of the State of South Dakota. In the event of any conflict of laws, the law of the State of South Dakota shall be controlling. Any legal action arising out of or relating to this agreement shall be brought only in the Circuit Court of the State of South Dakota, Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

10) The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. If any portion of this Agreement is unenforceable for any reason whatsoever, such provision shall be appropriately limited and given effect to the extent that it may be enforceable.

Dated this 3 day of March, 2018.

CONSULTANT
FMG ENGINEERING

By: [Signature]

Its: PRESIDENT

CITY OF RAPID CITY

[Signature]
Public Works Director
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Rapid City:

MAYOR

Reviewed By:

ENGINEER

DATE: ___________________________ DATE: 6-20-18

ATTEST:

FINANCE OFFICER
June 8, 2018

Nate Pearson
Tegra Group
801 Nicollet Mall Suite 1850,
Minneapolis, MN 55402

Re:  BOUNDARY AND TOPOGRAPHIC SURVEY PROPOSAL
RUSHMORE PLAZA CIVIC CENTER ARENA EXPANSION
RAPID CITY, SD

Dear Mr. Pearson:

FMG is pleased to submit this proposal for the Boundary and Topographic Survey for the Rushmore Plaza Civic Center Arena Expansion project.

SURVEY SCOPE

The area to be surveyed is shown on the attached figure. The survey will include the following:

1. Survey includes boundary survey for right of way lines and property lines at the area to be surveyed. It is noted several lot lines are inside of existing buildings at the Civic Center Campus. Setting of missing property corners is excluded.

2. Courthouse research will be performed to locate recorded Easement and Plat documents at the area to be surveyed. Easements and lot lines will be depicted on the survey map.

3. Multiple control points will be established.

4. Survey will be based on City required State Plane Coordinate system. Vertical control will be based on City established bench marks and will be based on NAVD88 vertical datum.

5. Survey will include substantial surface features observed in the process of conducting the fieldwork to include but not necessarily limited to:
   a. Permanent structures including retaining walls and buildings,
   b. Curb and gutters, sidewalks, sidewalk ramps, driveways, curb cuts,
   c. Parking Lot and Roadway Stripes,
   d. Type of Surfacing (Asphalt, Concrete, Grass, Gravel, Rock),
   e. Fences, Railings, Signs,
   f. Trees, shrubs, and landscaping features. Dense shrub beds will have outline of area rather than individual shrubs. Tree trunk sizes will be measured. Drip lines of trees excluded,
   g. Electric utilities – the above ground location of power poles, guy wires, anchors, vaults, etc,
   h. Storm and sanitary sewers – the location of all observable manholes and other structures such as culverts, headwalls, catch basins and clean-outs. Includes elevations of the top and bottom of manholes and catch basins. Includes inverts and sizes of pipes or culverts,
   i. Water – the location of any water valves, standpipes, regulators, fire hydrants, etc. that are visible on the surface.
   j. Gas – the location of all valves, meters, and gas line markers that are visible on the surface,
   k. Communications – the location of all poles, manholes, boxes, etc. that are visible on the surface,
   l. Street lighting and Parking Lot lighting – the location of all light poles plus visible boxes.
m. Irrigation heads will be surveyed if marked or as found during the field activities. Irrigation lines will not be depicted on the drawings unless as built information of the lines is provided to FMG.

6. Civic Center door locations and elevations of all doors along the survey boundary will be surveyed and depicted on map.

7. Survey includes elevation survey of all floors within the current Arena. Elevations will be noted on map.

8. One day is budgeted for 2 - man survey crew to obtain various special building features such as wall heights that may be requested by the Design Team in addition to the normal topographic features to be surveyed.

9. Survey includes a UAV (drone) Aerial Photography of the Civic Center west of 5th Street and survey area that is outside of the campus area. Drone photography will also include a video of the west and north sides of the existing Civic Center buildings and related parking lot areas. FMG is commercially licensed to provide these services. The drone aerial is useful as a tool when drawing the topographic map and is a valuable tool for planning layouts and visual presentations due to clarity of the photography.

**CLARIFICATIONS AND ASSUMPTIONS REGARDING UTILITIES & STORM DRAINAGE PIPES**

Surveying and mapping of public and private utilities and storm sewer pipes at the site is expected to be a challenge. Following are clarifications and assumptions regarding the survey and mapping of these features.

1. FMG will request Utility locates using the SD One Call number. Utilities will be shown on the maps as marked by One Call.

2. It is doubtful the SD One Call service will mark all of the private utilities in the project area. Proposal assumes City of Rapid City is responsible for contracting with a private utility locating service for additional marking of utilities. Utilities will be shown on the maps as marked by the private locating service.

3. FMG will request maps from the local private utility companies for comparison to the field marked locations.

4. FMG will request record drawings from the City for comparison to field marked utility features.

5. FMG will request as-built maps from City, Civic Center, and Physical Plant for comparison to field marked locations of utilities and storm sewers.

6. FMG will request that the Civic Center and the Physical Plant locate their utility lines that are not otherwise marked by One Call or the private utility locating service.

7. FMG will send a draft map of survey to the local private utility companies, the Civic Center, the Physical Plant, the City of Rapid City Utility Maintenance Division, and City of Rapid City Stormwater Maintenance Division requesting their concurrence with the locations of utilities depicted on the map as well as requesting any other information they can provide regarding their facility. Utility locations on the maps will be updated based on responses from utility companies.

8. Survey excludes exposing or potholing of any public or private utility or storm drainage item.

**DELIVERABLES**

FMG will coordinate desired map scale and sheet sizes with architect prior to drafting of maps.

All surveyed points will be included in the drawing files.

Survey map will be delivered in PDF and Autocad Civil3D (version 2018) formats.
FEE

Our proposed fee for the survey is $27,480.00 plus any applicable tax.

We will not exceed this fee without prior written notification and client consent based upon agreed scope changes or conditions. Fees do not include any taxes that may be applicable.

Please give me a call if you have any questions. Thank you for the opportunity to submit this proposal.

Sincerely,

FMG Engineering

[Signature]

Jerry D. Foster P.E.
President
CC Proposal File