

REQUEST AUTHORIZATION FOR MAYOR AND FINANCE OFFICER TO SIGN PROFESSIONAL SERVICES AGREEMENT OR AMENDMENT

Date: July 1, 2015

Project Name & Number: CANYON LAKE BATHYMETRIC SURVEY PROJECT 15-2273

CIP #
51091.
1

Project Description: Pre-sediment removal and post sediment removal surveys in Canyon Lake to determine removal quantities.

Consultant: FMG, Inc.

Original
Contract Amount: \$24,000.00

Original
Contract Date: 7/20/15

Original
Completion Date: 12/31/15

Addendum No:

Amendment Description:

Current Contract Amount: _____
Change Requested: _____
New Contract Amount: _____ \$0.00

Current Completion Date: _____
New Completion Date: _____

Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$24,000.00	122	4300	107	Funding will be transferred from Grant/Donations,
		4223		Non-City Funds and Other City Funds
\$24,000.00	Total			

Agreement Review & Approvals

Keith Johnson 7/2/15
Project Manager Date

Allen Pinn 7-7-15
Division Manager Date

Amber Sitt 7/8/15
Compliance Specialist Date

T. Wetzel
Department Director Date

City Attorney Date

ROUTING INSTRUCTIONS

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

FINANCE OFFICE USE ONLY

(Note to Finance: Please write date of Agreement in appropriate space in the Agreement document)

Date	Initials	Approved
7/10/15	AS	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N

AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND FMG INC. FOR
CANYON LAKE BATHYMETRIC SURVEY
PROJECT NO. 15-2273 / CIP NO. 51091.1

- 1) This Agreement is entered into this ___ day of _____, 2015 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, Inc., 3700 Sturgis Road, Rapid City, SD 57702-0317, 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 \$24,000.00. 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.

Type of Coverage

Minimum Limits of Coverage

A. Workers' Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000

Type of Coverage

Minimum Limits of Coverage

B. Comprehensive General Liability

(Including Contractual Liability
and Completed Operations)

Bodily Injury and Property Damage
General Aggregate

\$1,000,000 each occurrence
\$2,000,000

C. Commercial Automobile Liability

\$1,000,000 combined single limit

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 City of Rapid City 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 _____ day of _____, 2015.

FMG, INC.

By: _____

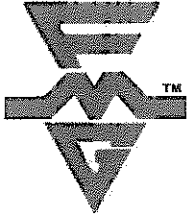
Its: _____

ATTEST:

CITY OF RAPID CITY

Finance Officer

Mayor



FMG, INC. 3700 Sturgis Road, Rapid City, South Dakota 57702-0317 605/342-4105
www.fmgengineering.com

July 1, 2015

City of Rapid City
Mr. Keith Johnson
300 6th Street
Rapid City, SD 57701-5035

Re: Canyon Lake Bathymetric Survey Proposal
Rapid City, SD

Dear Mr. Johnson:

We understand that the City of Rapid City is planning a silt removal project at the Canyon Lake Dam. Per your email request dated June 26, 2015 we understand a pre-dredge and post-dredge bathymetric survey is required as a method for determining excavated silt quantities.

FMG proposes to do this in the open water from a small boat utilizing a sounding rod attached to our GPS equipment to determine the elevation and horizontal position of the lake bottom before and after the dredging is complete.

From each data set we will create a digital surface model, and by comparing the surface models a calculation of the in place difference in silt materials can be determined. This of course makes no assumption as to the density of the materials, just simple volume difference that has occurred as a result of the dredging.

Based on prior work experience we are estimating a survey cost of \$600/acre. From the drawing provided in your referenced email, it appears the survey area will be 14 acres plus or minus. On that basis we are estimating a total cost of each survey at \$8400.00. Therefore the total estimate is \$16,800 for the two surveys (before and after), but the final invoice will be based upon the actual acreage surveyed.

Please let me know if you have any concerns or questions, and we can revise this proposal accordingly. Otherwise we are available to proceed upon your acceptance. We understand a start up date is anticipated in the late August - early September time period.

We appreciate the opportunity to be of continued service.

Sincerely,

FMG Inc.,

R. Rick Baker, PE

Civil Engineering
Geotechnical Engineering
Materials Testing Laboratory
Land Surveying
Environmental Services
Water Resources