

AGREEMENT BETWEEN THE CITY OF RAPID CITY  
AND MIDWESTERN MECHANICAL, INC.  
FOR  
PROJECT NAME: FIRE STATION #5 SPRINKLER SYSTEM  
PROJECT NUMBER: FD11-1954 / CIP NO. 50884

1) This Agreement is entered into this 19<sup>th</sup> day of April, 2011, 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 Midwestern Mechanical, Inc. (Contractor), 1865 Samco Road, Rapid City, SD 57702, hereinafter referred to as the "Contractor."

2) Specifications to be followed under this contract are per NFPA13, 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 Contractor agrees to perform the work described in the Detailed Specifications for Project No. FD11-1954, Fire Station #5 Sprinkler System, in an amount not to exceed \$43,250.00. The Contractor will only be paid for work actually performed. This Agreement along with attached Proposal and Detailed Specifications constitutes the entire agreement between the City and Contractor and supersedes all prior written or oral communications.

4) The Contractor 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 Contractor 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 Contractor or its employees, any subcontractor or its employees, or any person, firm, partnership, or corporation employed or engaged by the Contractor.

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

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


| <u>Type of Coverage</u>   | <u>Minimum Limits of Coverage</u>          |
|---|--|
| A. Workers' Compensation<br>Employer's Liability  | Statutory<br>\$500,000/\$500,000/\$500,000 |
| B. Comprehensive General Liability<br>(Including Contractual Liability<br>and Completed Operations)<br>Bodily Injury and Property Damage<br>General Aggregate | \$1,000,000 each occurrence<br>\$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 Contractor 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.

7) 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.

8) 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.

MIDWESTERN MECHANICAL, INC.

  
\_\_\_\_\_

By: Kyle Watson

Its: FP Branch Manager

CITY OF RAPID CITY

\_\_\_\_\_  
Mayor Alan Hanks

ATTEST:

\_\_\_\_\_  
Finance Officer



## FIRE SPRINKLER PROPOSAL

Fire Station #5  
Rapid City, SD

March 25, 2011

**\*Scope:**

Provide and install a complete water based fire sprinkler system throughout the entire existing Fire Station #5. This scope includes a new 4" underground service main brought into the apparatus bay as discussed. This scope also includes a complete fire alarm system.

**\*System Design:**

The fire sprinkler system will be a water based dry pipe system designed to a mix of light and ordinary hazard occupancies per NFPA 13. The system will provide protection per NFPA 13 of the apparatus bay, combustibile attic, and living quarters. A fire department connection will be installed on the front of the apparatus bay along the East side of the East door. The fire alarm system will be designed and installed by ADTECH Inc per applicable codes.

**\*Fire Sprinkler Heads:**

We will utilize brass quick response uprights in the apparatus bay, special application attic sprinklers in the combustibile attic, and dry type quick response chrome pendants in the living quarters. All heads will be installed per NFPA 13 and their individual listings.

**\*Pipe and Fittings:**

System piping 1-1/4" and larger will be black schedule 10 steel with grooved ends and fittings. All 1" piping will black schedule 40 steel with threaded ends and fittings. All piping will be installed per NFPA 13 and manufacture's listings.

**\*Clarifications:**

The following are specifically excluded from this proposal:

- Painting of exposed pipe
- Protection of crawl space beneath living quarters
- Asphalt replacement
- Seeding or sod replacement
- Bond

**Base Proposal: \$ 43,250**

We reserve the right to modify or withdraw this proposal after 30 days from date on this sheet if we have not received written notification of acceptance.

Sincerely,  
Midwestern Mechanical Rapid, Inc.

Kyle Watson

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Quote Tabulation for: Fire Sprinkler System Station #5

Quote Receive Date: 25-Mar-11

Department: Fire Department

Project Manager: Tim Behlings

Funding: 0505/8915/4320

Project No.: FD11-1954

CIP No.: 50884

PO No.:

| Item No. | Description                                 | Quantity | Midwestern Mechanical Inc |                | Rapid Fire Protection Inc |                | Western States Fire Protection Co |                |
|----------|---|----------|---------------------------|----------------|---------------------------|----------------|-----------------------------------|----------------|
|          |   |          | RC                        | SD             | RC                        | SD             | RC                                | SD             |
|          |   |          | Unit Price                | Extended Price | Unit Price                | Extended Price | Unit Price                        | Extended Price |
| 1        | Fire Station #5 Sprinkler Protection System | 1        | \$ 43,250.00              | \$ 43,250.00   | \$ 45,720.00              | \$ 45,720.00   | \$ 45,000.00                      | \$ 45,000.00   |
| Total    |   |          |                           | \$ 43,250.00   |                           | \$ 45,720.00   |                                   | \$ 45,000.00   |

Recommended Vendor: Midwestern Mechanical, Inc.