AGREEMENT BETWEEN THE CITY OF RAPID CITY
AND FMG INC. FOR
RC FIRE DEPARTMENT TRAINING FACILITY
PROJECT NO. 19-2529 / CIP NO. 51250

1) This Agreement is entered into this ___ day of __________, 2019 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., 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 $53,618.00. 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 Employer’s Liability</td>
<td>Statutory</td>
</tr>
<tr>
<td>B. Comprehensive General Liability</td>
<td>$500,000/$500,000/$500,000</td>
</tr>
<tr>
<td>(Including Contractual Liability and Completed Operations)</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury and Property Damage General Aggregate</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

Form 810 Informal Quote Agreement for Projects

Revised 3/21/2013
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 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 _____ day of ____________, 2019.

FMG Inc.

________________________________________

By: ____________________________________

Its: ____________________________________

CITY OF RAPID CITY

________________________________________

MAYOR

________________________________________

ATTEST

________________________________________

FINANCE OFFICER
EXHIBIT A
SCOPE OF SERVICES
CITY OF RAPID CITY FIRE DEPARTMENT
PROPOSED FIRE TRAINING SITE

The City of Rapid City Fire Department is proposing a Fire Training Site on Tract A of South Creek Industrial Park #2. Ultimately it is anticipated the site will be a training campus and may include administration/training classroom building, storage building, training towers, water rescue area, confined space training areas, fire apparatus driver training area, and other related training features determined appropriate during the site layout planning process.

The City of Rapid City Fire Department has requested that FMG Engineering provide professional engineering services for the project. Professional Engineering Services included in this Agreement are for Task 1 – Preliminary Design Services, Task 2 – Final Design Services for Phase 1 Site Improvement, and Task 3 – Phase 1 Bidding Period Services as outlined below. Task 4 Basic Construction Services and Task 5 Expanded Construction Services may be negotiated at a later date as a separate contract if the services are desired by the City.

Stanley Design Group will serve as a subconsultant to FMG Engineering for various Task 1C items.

The Phase 1 Site Improvement design is for the site development required for the proposed reconstruction of the fire training tower that was previously located at the historic Western Dakota VoTech Campus south of Highway 44 and east of Sedivy Lane. Phase 1 site development is for security fencing, pavement access drive to tower site from Creek Drive, pavement for circulation around the tower, water main to the tower, storm water detention, and storm water quality improvements required for Phase 1, grading as necessary for Phase 1, and other necessary incidentals related to Phase 1. Sanitary Sewer is not included in the Phase 1 Site Improvement project. Electrical service, lighting, communications, and natural gas service are not required for the Phase 1 Site Improvement project.

The Phase 1 Site Improvement design does not include the actual design of the reconstructed training tower or design of a new tower. Tower design will be provided by others under a separate agreement with the City. FMG will coordinate the Task 2 Phase 1 Site Improvement Design with the tower design provided by others.

The Scope of Work is outlined below and is as requested by the City of Rapid City.

**TASK 1 – PRELIMINARY DESIGN SERVICES**

**TASK 1A – SITE SURVEY**

A boundary and topographic survey of Tract A of South Creek Industrial Park #2 will be performed. The survey will include Creek Drive in front of the property.

The topography survey shall be tied to at least two City of Rapid City Monument Control system monuments utilizing State Plane coordinates and NAVD 88 vertical datum. Survey tasks shall include Courthouse research for easements and plats.

Utilities will be shown as marked by the One Call locating service. Consultant shall request that City of Rapid City Utility Maintenance Office personnel review the survey for verification of the locations and conditions of City water, sewer, and storm sewers shown on the survey. Consultant shall send survey to the private utilities requesting verifications that their utilities are shown correctly per their records.

FEMA Floodplain, Floodway, and Base Flood elevations will be depicted on the survey map.
Site survey includes research regarding wetlands. Portions of the site are shown as wetlands on the USFWS National Wetland Inventory. It appears some of those wetlands no longer exist as a result of historic grading at the site. A meeting will be held with USACE staff to discuss this matter and general wetland permitting requirements. A Tech Memo will be prepared to accompany the survey documenting the meeting with USACE staff. No formal submittals will be made to USACE.

Preparation of a UAV (drone) aerial photo is included in the survey task.

**TASK 1B – GEOTECHNICAL INVESTIGATION**

To evaluate the existing soil conditions and determine the general geological and geotechnical conditions of the site, a total of 6 borings are planned at the site. Field testing will be performed, and samples will be extracted for further laboratory analysis.

Boreholes will be logged by an FMG Geologist. Auger drilling methods will be utilized. Sampling will consist of SPT and Shelby Tube (thin wall tube).

Borehole locations will be determined by FMG based on descriptions and drawings of the anticipated overall site layout.

Terrain and related site access may dictate location and number of boreholes. It is assumed site access is available for conventional 2 wheel drive vehicles.

Select soil samples will be tested in our laboratory to determine their general classification, physical properties, and engineering characteristics. The following tests will be included:

- Natural Moisture Content and Density.
- Standard Sieve Analysis.
- Atterberg Limits.
- One-Dimensional Consolidation Testing
- Proctor Testing
- Specific laboratory testing program will be tailored to soil types encountered.

Upon completion of the field and laboratory testing and our analysis, a report will be prepared that transmits the boring logs, field data, and laboratory results, provides a limited geologic analysis of the area, and provides a discussion of the site geotechnical conditions. In general, our discussion will include the appropriate foundation types for the site and the geotechnical construction and site development considerations which may impact development of the site.

**TASK 1C - CONCEPTUAL DEVELOPMENT PLAN OF PROPERTY**

It is anticipated the Concept Development Plan will include:

- Kickoff Meeting with Fire Department Staff.
- Predesign Meeting with City Engineering.
- Obtain proposed training site “building block” information from Fire Department.
- Concept Water/Sewer Improvement Requirements.
- Concept Stormwater Requirements
- Initial Grading Concept.
- Preliminary Conceptual Alternate Layouts.
- Review Meetings with Fire Department to Discuss Alternates.
- Refine Drawings for Final Concept Plan.
- Concept Layout Overlot Mass Grading Plan.
- Technical Memorandum to accompany Final Concept Plan.
- Prepare Figures for use by City for Vacation of Existing Private Utility Easements.
TASK 1D – INITIAL PLANNED DEVELOPMENT APPLICATION SERVICES

The City of Rapid City Community Development Department has indicated development at the site requires either a Conditional Use Permit or a Planned Development submittal. Because the potential exists for deviations from underlying Zoning District standards the City has decided to submit for development approvals through the Planned Development process. Application for the Initial Planned Development will be made under this Task 1D.

City of Rapid City will be responsible for the following tasks for the Initial Planned Development submittal:

- Prepare the Application Form.
- Prepare Letter of Intent.
- Posting and Return of the Notification Sign.
- Legal Mailings.
- Payment of Application Fees.
- Printing of Plan Sets that accompany the application.
- Attend Planning Commission Meeting and respond to questions if necessary.

FMG will perform the following tasks for the Initial Planned Development submittal package:

- Review and comment on City prepared Letter of Intent.
- Pre-submittal Conference with City of Rapid City Community Development Department.
- Compile a PDF Drawing Package from Task 1C for use in the Initial Planned Development Application.
- Attend Planning Commission Meeting.

It is assumed the City of Rapid City will waive the requirement to obtain a Floodplain Development Permit with the Initial Planned Development because construction is not imminent with the Initial Planned Development submittal. Floodplain Development Permits will be applied for under Task 2 as necessary.

It is assumed the City of Rapid City will not require a Traffic Impact Study for the Initial Planned Development submittal.

TASK 2 – FINAL DESIGN SERVICES FOR PHASE 1 SITE DEVELOPMENT

TASK 2A – FINAL PLANNED DEVELOPMENT DRAWINGS
FOR PHASE 1 SITE DEVELOPMENT

Drawings will be prepared to the level required for a Final Planned Development submittal for the Phase 1 Site Development. It is anticipated the drawings will include:

- Title Sheet with Vicinity Map
- Existing Conditions Sheet
- Demolition Sheet
- Layout and Utility Plan Sheet
- Water Main and Storm Sewer Profiles
- Grading Plan Sheet
- Detention and Storm Water Quality Pond Sheet
- Erosion Control Plan Sheet
- Landscape Plan Sheet

Actual number and type of drawing sheets may vary from that outlined above depending on actual design needs.
It is assumed the landscape design is for non-irrigated turf only and to utilize existing trees. Additional landscaping will be necessary at some future date when buildings and parking lots are constructed.

Location for the training tower reconstruction and/or new tower will be determined under Task 1. As noted earlier, it is assumed drawings for the actual tower(s) will be provided to FMG by others.

It is assumed the City of Rapid City will not require a Traffic Impact Study for the Final Planned Development submittal.

City of Rapid City will be responsible for following tasks for the Final Planned Development submittal:
- Prepare the Application Form.
- Prepare Letter of Intent.
- Posting and Return of the Notification Sign.
- Legal Mailings.
- Payment of Application Fees.
- Printing of Plan Sets that accompany the application.
- Attend Planning Commission Meeting and respond to questions if necessary.

FMG will perform the following tasks for the Final Planned Development submittal package:
- Review and comment on City prepared Letter of Intent.
- Pre-submittal Conference with City of Rapid City Community Development Department.
- Compile a PDF Drawing Package developed under this task for use in the Final Planned Development Application.
- Prepare Floodplain Development Permit Application to accompany Final Planned Development Application.
- Prepare Technical Memorandum to accompany Final Planned Development Application.
- Attend Planning Commission Meeting.

An Opinion of Probable Construction Cost, excluding the training tower and buildings, will be prepared under this task but is not included with the Final Planned Development application submittal.

**TASK 2B – CONSTRUCTION DOCUMENTS FOR PHASE 1 SITE DEVELOPMENT**

Construction documents will be prepared following approval of the Final Planned Development. It is anticipated the drawings will include:
- Title Sheet with Vicinity Map
- Plan Notes and Table of Quantities Sheets
- Existing Conditions Sheet
- Demolition Sheet
- Layout and Utility Plan Sheet
- Water Main and Storm Sewer Profiles
- Grading Plan Sheet
- Detention and Storm Water Quality Pond Sheet
- Erosion Control Plan and Notes
- Vehicle Turning Movement Sheet
- Landscape Plan Sheet
- Standard Details
- Special Details

Actual number and type of drawing sheets may vary from that outlined above depending on actual design needs.
The Technical Memorandum prepared under Task 2A will be updated as necessary for Task 2B. It is assumed the City of Rapid City will not require a Traffic Impact Study for the construction project.

An Opinion of Probable Construction Cost, excluding the training tower, will be prepared.

Assumes City of Rapid City Public Works Department will prepare the Project Manual. Project Manual Detail Specifications and Bidders Proposal will be provided by FMG for insertion in the Project Manual. Bidders proposal will be for a Unit Price bid.

Final Review design documents will be submitted for City review. Review comments will be addressed, and final construction documents will be submitted for use by the City in bidding the project.

Task 2B includes preparation of a Floodplain Development Permit application for City signature and submittal.

**TASK 3 – BIDDING SERVICES:**

This task consists of services necessary for the administration of the Bidding Services of the project and may include the following itemized services.

- Submit sufficient information to the City of Rapid City project manager for completion of City Advertising Authority form.
- Consultant shall proof print quality at printers before full production of copies are made. City is responsible for printing costs.
- Arrange and conduct a Pre-bid Conference. Record attendance and minutes. Provide minutes to City.
- Prepare and issue addenda to the bid documents as required.
- Review Bidder’s Proposals and review and sign Bid Tab. Prepare an award recommendation letter to the City of Rapid City project manager.

**SCHEDULE:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Notice to Proceed</td>
<td>August 12, 2019</td>
</tr>
<tr>
<td>Conceptual Development Plan Submittal</td>
<td>October 31, 2019</td>
</tr>
<tr>
<td>Initial Planned Development Submittal</td>
<td>November 8, 2019</td>
</tr>
<tr>
<td>Final Planned Development Submittal</td>
<td>January 24, 2020</td>
</tr>
<tr>
<td>Phase 1 Final Design Review Submittal</td>
<td>April 6, 2020</td>
</tr>
<tr>
<td>Phase 1 Construction Documents Submittal</td>
<td>April 27, 2020</td>
</tr>
<tr>
<td>Project Bid Opening Date</td>
<td>May 14, 2020</td>
</tr>
<tr>
<td>Project 100% Construction Complete</td>
<td>October 1, 2020</td>
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The above schedule is subject to change depending on availability of project funding, receipt of grants, tower design by others, and reviews.
## EXHIBIT B TASK SCHEDULE
CITY OF RAPID CITY PROPOSED FIRE TRAINING SITE
TRACT A OF SOUTH CREEK INDUSTRIAL PARK #2
7/8/2019

<table>
<thead>
<tr>
<th>TASK 1 PRELIMINARY DESIGN SERVICES</th>
<th>FEES</th>
</tr>
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<tbody>
<tr>
<td>1A Site Survey</td>
<td>$7,368.00</td>
</tr>
<tr>
<td>1B Drilling Activities and Prepare Geotechnical Investigation Report</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>1C Concept Development Plan of Property</td>
<td>$15,530.00</td>
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<tr>
<td>1D Initial Planned Development Application Services</td>
<td>$2,040.00</td>
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**TOTAL TASK 1 FEES** $28,438.00

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<tr>
<th>TASK 2 - FINAL DESIGN SERVICES FOR PHASE 1 SITE IMPROVEMENT</th>
<th>FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>2A Final Planned Development Drawings and Submittal for Phase 1 Site Development</td>
<td>$14,412.00</td>
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<tr>
<td>2B Construction Documents for Phase 1 Site Development</td>
<td>$8,680.00</td>
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</table>

**TOTAL TASK 2 FEES** $23,092.00

<table>
<thead>
<tr>
<th>TASK 3 - BIDDING PERIOD SERVICES</th>
<th>FEES</th>
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</thead>
</table>

**TOTAL TASKS 1 - 3** $53,618.00

Although dollar values have been provided for each task, FMG retains the right to reallocate monies to other tasks subject to the maximum limiting fee shown above.
EXHIBIT C

FMG ENGINEERING
2019 RATE SCHEDULE
FOR
CITY OF RAPID CITY FIRE DEPARTMENT
PROPOSED FIRE TRAINING SITE

TASKS 1, 2, and 3

<table>
<thead>
<tr>
<th>PERSONNEL</th>
<th>RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Civil Engineer</td>
<td>$156.00/hr</td>
</tr>
<tr>
<td>Senior Geotechnical Engineer</td>
<td>$135.00/hr</td>
</tr>
<tr>
<td>Senior Civil Engineer</td>
<td>$130.00/hr</td>
</tr>
<tr>
<td>Civil Engineer 2 – PE</td>
<td>$108.00/hr</td>
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<tr>
<td>Civil Engineer 1 – PE</td>
<td>$96.00/hr</td>
</tr>
<tr>
<td>Graduate Engineer – EIT</td>
<td>$87.00/hr</td>
</tr>
<tr>
<td>CADD Technician</td>
<td>$80.00/hr</td>
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<tr>
<td>Engineering Technician</td>
<td>$65.00/hr</td>
</tr>
<tr>
<td>GIS Specialist</td>
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<tr>
<td>Registered Land Surveyor</td>
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</tr>
<tr>
<td>Survey Crew Chief</td>
<td>$76.00/hr</td>
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<tr>
<td>Survey Technician</td>
<td>$65.00/hr</td>
</tr>
<tr>
<td>Senior Administrative Assistant</td>
<td>$65.00/hr</td>
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</table>

<table>
<thead>
<tr>
<th>VEHICLES &amp; EXPENSES</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Mobilization (support vehicle)</td>
<td>$0.70/mile</td>
</tr>
<tr>
<td>Travel Costs - air, lodging, transport, meals, etc.</td>
<td>cost</td>
</tr>
<tr>
<td>Document/Plans Reproduction</td>
<td>cost</td>
</tr>
</tbody>
</table>

Page C-1 of 1