

SETTLEMENT AND RELEASE OF CLAIMS

KNOW ALL MEN BY THESE PRESENT:

That the City of Rapid City, 300 Sixth Street, Rapid City, South Dakota, a South Dakota municipality, hereby acknowledges settlement and release of all claims against the Alliance of Architects and Engineers, Inc., 706 West Boulevard, Rapid City 57701 and R.C.S. Construction, Inc., 2400 Commerce Road, Rapid City, South Dakota 57702 relating to the design, construction, operation, and maintenance of the coiling aluminum service doors located on the Primary Maturation and Refining Buildings at the Rapid City Cocompost Facility. This settlement and release of claims is contingent upon replacing the two 20' x 18' doors on the east side of the Primary Maturation Building as set forth in this agreement.

The replacement of these two doors and the division of the costs related to the replacement is as follows:

Furnish and install two 20' x 18' Coiling Steel Service Doors, Series 625, by Overhead Door Company of Rapid City for the Primary Maturation Building to replace the two existing aluminum coiling doors. The two replacement doors will be equipped with 18 gauge galvanized and painted insulated slats, galvanized steel guides, 50,000 cycle springs, and be capable of withstanding a static wind load of 20 PSF and an operational wind load of 10 PSF. The cost of replacing the two doors is \$30,000.00. This cost is to be divided between R.C.S. Construction, Alliance of Architects and Engineers, and the City of Rapid City as follows:

The City of Rapid City will reimburse R.C.S. Construction \$7,478.00 for the upgrades to the two galvanized steel doors. The upgrades will consist of increasing the electric operator from 1 to 2 horsepower to accommodate the extra weight of the galvanized steel door, furnishing 18 gauge galvanized steel insulated slats instead of aluminum, and providing galvanized and painted guides.

The Alliance of Architects and Engineers will reimburse R.C.S. Construction \$11,261.00 for their share of the replacement of the two doors.

R.C.S. Construction will order the two doors from Overhead Door Company of Rapid City and pay the remaining amount of \$11,261.00.

Overhead Door Company of Rapid City will furnish and install the two doors and provide a warranty to the City of Rapid City.

R.C.S. Construction and the Alliance of Architects and Engineers will jointly retain possession and full ownership of the two aluminum doors removed from the Cocompost Facility.

R.C.S. Construction will receive payment from the City of Rapid City and the Alliance of Architects and Engineers within one week after completion of the installation of the two doors and the receiving of an invoice from Overhead Door Company of Rapid City.

The warranty and any and all warranty issues relating to the two doors will be between the City of Rapid City and Overhead Door Company of Rapid City.

The City of Rapid City agrees that the amounts stated above are full payment for any and all issues relating to the coiling doors on the Primary Maturation and the Refining Building and further agrees to hold harmless R.C.S. Construction and the Alliance of Architects and Engineers from any future claims regarding the design, construction, operation, and maintenance of any of these doors.

Signed as of the date indicated below in three copies, each of which is deemed to be an original.

R.C.S Construction, Inc.

Alliance of Architects and Engineers, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved and Signed for the City of Rapid City

By: _____

Title: _____

Date: _____