



AIA[®] Document B141[™] – 1997 Part 1

Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

AGREEMENT made as of the SEVENTH day of AUGUST
in the year 2006
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

OWNER: CITY OF RAPID CITY
300 SIXTH STREET
RAPID CITY, SOUTH DAKOTA 57701-2724

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, address and other information)

baffuto architecttura
THOMAS BAFFUTO, AIA (SOLE PROPRIETOR)
1025 DUFFER DRIVE
RAPID CITY, SOUTH DAKOTA 57702

For the following Project:
(Include detailed description of Project)

CITY OF RAPID CITY AND WESTERN DAKOTA TECHNICAL INSTITUTE PARTNERSHIP – A LONG TERM RELATIONSHIP BETWEEN THE NAMED PARTIES FOR THE PURPOSE OF DEVELOPING A FULLY FUNCTIONAL FACILITY FOR TRAINING PUBLIC SAFETY PERSONEL OF ALL TYPES THROUGHOUT WESTERN SOUTH DAKOTA. PROJECT SPECIFIC: PROVIDE A& E SERVICES FOR SITE PLANNING, SITE DEVELOPMENT AND CONCRETE SLAB AND FOUNDATIONS FOR A CITY PROVIDED PRE-ENGINEERED FIRE TRAINING SIMULATOR FACILITY (BURN BUILDING UNDER A SEPARATE CONTRACT).

The Owner and Architect agree as follows:

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§ 1.1.2.6 The time parameters are:*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

9/28/06 COMPLETE PRELIMINARY DESIGN	11/09/06 COMPLETE FINAL DESIGN
11/11/06 ADVERTISE FOR BIDS	11/30/06 BID OPENING
12/04/06 AWARD CONTRACT BY CITY COUN.	12/31/06 COMPLETE CONSTRUCTION

*DATES ARE SUBJECT TO CITY APPROVALS BEFORE PRECEEDING TO EACH ITEM ABOVE

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:*(Identify method such as competitive bid, negotiated contract, or construction management.)*

COMPETITIVE BID

§ 1.1.2.8 Other parameters are:*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

CONSTRUCTION ADMINISTRATION SERVICES FOR THE PRE-ENGINEERED BUILDING ARE NOT PART OF THIS CONTRACT.

§ 1.1.3 PROJECT TEAM**§ 1.1.3.1** The Owner's Designated Representative is:*(List name, address and other information.)*

RODNEY K. JOHNSON, PE, - OPERATIONS MANAGEMENT ENGINEER
 RAPID CITY PUBLIC WORK DEPARTMENT
 300 SIXTH STREET
 RAPID CITY, SOUTH DAKOTA, 57701-2724

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:*(List name, address and other information.)*

N/A

§ 1.1.3.3 The Owner's other consultants and contractors are:*(List discipline and, if known, identify them by name and address.)*

GARY SHEPHERD, CHIEF CITY OF RAPID CITY FIRE DEPARTMENT
 KIM MOREY, WESTERN DAKOTA TECHNICAL INSTITUTE

§ 1.1.3.4 The Architect's Designated Representative is:*(List name, address and other information.)*

THOMAS BAFFUTO, AIA NCARB
 1025 DUFFER DRIVE
 RAPID CITY, SOUTH DAKOTA, 57702

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

~~§ 1.3.4 MEDIATION~~ *to 08/10/16*

~~§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.~~

~~§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.~~

~~§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 1.3.5 ARBITRATION~~ *to 08/10/16*

~~§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.~~

~~§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.~~

~~§ 1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.~~

~~§ 1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

~~§ 1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified below:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 Reimbursable Expenses as designated in Section 1.5.5;
- .8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of ONE POINT TWO (1.20) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of ONE POINT TWO (1.20) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

RATES: BLUEPRINTING AND PHOTOCOPYING FOR BIDDING AND CONSTRUCTION SETS AT A 1.20 MULTIPLIER COSTS, UNLESS THE CITY OF RAPID CITY PROVIDES SAID PRINTING

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

§ 1.5.7 An initial payment of ZERO Dollars (\$) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable FIFTEEN (15) days from the date of the Architect's invoice. Amounts unpaid THIRTY (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. (Insert rate of interest agreed upon.)

18%

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

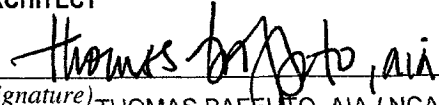
§ 1.5.9 If the services covered by this Agreement have not been completed within SIX () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER
JIM SHAW, MAYOR
CITY OF RAPID CITY

(Signature)
JAMES F. PRESTON, FINANCE OFFICER
CITY OF RAPID CITY

(Printed name and title)

ARCHITECT


(Signature)
THOMAS BAFFUTO, AIA / NCARB
OWNER/PRINCIPAL ARCHITECT

(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

APPENDIX INDEX

Appendix A

baffuto architettura

Professional Services Contract Fee Proposal

Appendix B

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Professional Error and Omissions Insurance (verification)



baffuto architecttura

art + technology equals architecture

January 25, 2006 REVISION

**Mr. Kim Morey, Director of Program Development Western Dakota Tech
Higher Education Center- West River
515 West Boulevard
Rapid City, SD 57703**

**Re: Architectural Design Service Fee Proposal
Emergency Response Training Center – Burn Building
WDT Campus, Rapid City, South Dakota**

Kim:

Thank you for the opportunity to propose architectural services for the Burn Building, an important *first piece* of the **Emergency Response Training Center**. It was nice to meet with you again; it's been a long time since we worked together on the successful and enjoyable Grandview School project.

We look forward to working with you again on this new critical project for the safety of our community. Below is what we see as our specific role, tasks and fee.

PROJECT SPECIFIC

As part of your team we propose to help you through the Application for 11-6-19 SDCL Review and subsequent building process of Construction Drawings and Site Services.

Part A We will:

- ❖ Meet and coordinate all **your** (Gary Shepherd's and Rod Johnson's) project specific concerns and recommendations.
- ❖ Meet and coordinate all **City of Rapid City Growth Management Department's** concerns and recommendations. Items verified at this time:
 - Past history indicates that a Use on Review was requested with no follow through. This is a requirement of the 11-6-19.
 - Existing building does not meet 25' setback. At the time the Main Building is to be altered a Variance would be necessary.
 - Fencing appears to be in compliance.
 - Junk automobiles should be removed.
- ❖ Integrate all components (2012 Burn Building, and future Main Facility Spaces, Auto Extrication Area, Propane Props and Pond) to complete a Master Plan of the Site.
- ❖ Complete the Application for 11-6-19 SDCL Review.
 - Master Site Plan.
 - Parking Ordinance Verified.
 - Landscape Ordinance Verified.
 - Drainage Calculations.

Part B We will:

- ❖ Finalize the Master Plan of the Site for Construction Drawings.
- ❖ Develop Project Bid Package.
 - Bid Package #1– Burn Building [Kim Morey].
 - Bid Package #2- Site Work and Structural
- ❖ Coordinate pre-engineered Burn Building with site development and structural foundation design.
- ❖ Incorporate all our A & E recommendations in the final planning.
- ❖ Provide final Documents and Specifications for Construction.
- ❖ Provide an Estimate of Costs.
- ❖ Adhere to **your** schedule - Summer

ANTICIPATED ITEMS OF WORK

PW082906-10

Part A APPLICATION FOR 11-6-19 SDCL REVIEW

Lump Sum \$3,800
(\$1,000)

- a. Master Site Plan
 - i. Coordinate all new components
 - a. 2012 Burn Building
 - b. Future Main Facility Spaces (interior)
 - c. Future Auto Extrication Area
 - d. Future Propane Props
 - e. Future Pond
 - ii. Parking Ordinance Verified and added if necessary
 - iii. Landscape Ordinance Verified and added if necessary
 - iv. Existing Site Survey (entire site) (\$2,800)
 - v. New Topography around the Burn Building only
 - vi. Drainage Calculations for the Burn Building only

PART B FINAL DESIGN Complete Construction Drawings and Specifications

\$5,400

- a. Civil Engineering : Master Site Plan (\$2,900)
 - Existing Site Conditions
 - Utilities
 - Including Demolition Areas
 - New Site Plan
 - Bid items
 - Future Items
 - New Topography/Grading Plan
 - Pavement Details
 - New Landscape Plan
 - Point Allocations
 - Planting Schedule
- b. Structural Engineering: Burn Building (\$600)
 - Foundation Plan
 - Foundation Detailing
 - (Geotechnical basis by Others)
- c. Architectural: Burn Building (\$1,900)
 - Administration
 - Meetings (Kim, Gary, Rod and Planning & Zoning, etc.)
 - Specifications
 - Division 1 – General Requirements
 - 01732 Selective Demolition
 - Division 2 – Site Construction
 - 02620 Sub Drainage
 - Division 3 – Concrete
 - 03300 Cast-in-Place Concrete
 - Division 4 – Masonry
 - None
 - Division 5 – Metals
 - 05120 Structural Steel
 - Division 6 – Wood and Plastics
 - None
 - Division 7 – Thermal and Moisture Protection
 - 07920 Joint Sealants
 - Division 8 – Doors and Windows
 - None
 - Division 9 – Finishes
 - None
 - Division 10 – Specialties
 - None
 - Division 11 – Equipment
 - None
 - Division 12 – Furnishings

PRODUCER Western Dakota Insurors, Inc. PO Box 1300 Rapid City SD 57709 Phone: 605-342-3130 Fax: 605-342-2162	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW												
INSURED baffuto architecttura Thomas Baffuto 1025 Duffer Drive Rapid City SD 57702	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Zurich Insurance Services</td> <td></td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Zurich Insurance Services		INSURER B: XL Specialty Insurance Co.		INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PAS043154518	03/26/06	03/26/07	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/>					PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>					GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/>					GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>	
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
		GARAGE LIABILITY				AGG	\$
		<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
		EXCESS/UMBRELLA LIABILITY				AGGREGATE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE					\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$
B		Professional Liab (Claims-made)	DPS9417004	03/26/06	03/26/07	Ea Claim	\$250,000
						Aggregate	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit may be reduced by payments of indemnity and expense.
 PROF LIAB PER CLAIM/AGGREGATE DEDUCTIBLE: \$5000

CERTIFICATE HOLDER 0000000 VERIFICATION OF INSURANCE (FOR INSURED USE ONLY)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>20</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Tom Johnson
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