

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

Date:

Project Name & Number: Fire Station #7 FD09-1767

CIP #:

Project Description: 7600 square foot fire station with four-bay apparatus garage, living quarters and ancillary spaces

Consultant: baffuto architectura

Original  
Contract Amount: \$96,890.00

Original  
Contract Date: May 4, 2009

Original  
Completion Date:

Amendment Number:

Amendment Description:

Current Contract Amount: \_\_\_\_\_

Current Completion Date: \_\_\_\_\_

Change Requested: \_\_\_\_\_

New Contract Amount: \_\_\_\_\_ \$0.00

New Completion Date: \_\_\_\_\_

**Funding Source This Request:**

Amount	Dept.	Line Item	Comments
\$96,890.00	8915	4223	design and construction administration services
\$96,890.00	<b>Total</b>		

**Agreement Review & Approvals**

 Project Manager	DB 4/15/09 Date	 Division Manager	4-16-09 Date
 Department Director	4/15/09 Date	 City Attorney #16416	4-20-09 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
4/20/09	[Signature]	Y N
		Y N



# AIA<sup>®</sup> Document B141<sup>™</sup> – 1997 Part 1

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

AGREEMENT made as of the                      FOURTEENTH                      day of                      APRIL  
in the year    2009

*(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)*

*buffuto architettura*  
THOMAS BAFFUTO, AIA / NCARB/ LEED AP (SOLE PROPRIETOR)  
1025 DUFFER DRIVE  
RAPID CITY, SOUTH DAKOTA 57702

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

**CITY OF RAPID CITY FIRE DEPARTMENT IS PREPARING TO BUILD AN APPROXIMATE 7,583 SQUARE FOOT FIRE STATION #7 ON THE A 3+ ACRE SITE NORTH SIDE OF RAPID CITY, SOUTH DAKOTA. THE FACILITY WILL INCLUDE AN APPROXIMATE 3,000 SQ. FT. FOUR BAY APPARATUS GARAGE, 3,000+ SQ. FT. LIVING QUARTERS AND ANCILLARY SPACES INCLUDING TRAINING, DE CON, UTILITY AND STORAGE ROOMS.**

The Owner and Architect agree as follows:

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## TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

## ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.

*(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")*

## § 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:

*(Identify or describe, if appropriate, proposed use or goals.)*

THE DEVELOPMENT OF NEW FIRE STATION #7.

§ 1.1.2.2 The physical parameters are:

*(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)*

TO BUILD AN APPROXIMATE 7,583 SQUARE FOOT FIRE STATION ON ONE MAIN LEVEL.  
GEOTECHNICAL SERVICE IS NOT PART OF THIS AGREEMENT.

§ 1.1.2.3 The Owner's Program is:

*(Identify documentation or state the manner in which the program will be developed.)*

PROJECT PROGRAMMING OF THE BUILDING HAS BEEN PREVIOUSLY COMPLETED.

§ 1.1.2.4 The legal parameters are:

*(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)*

THE NEW 3 ACRE+ SITE IS ALONG NORTH MICKELSON DRIVE (AKA TISH DRIVE) DESCRIBED AS LOT 2 BLOCK 5 OF EAST MALL BUSINESS CENTER SUBDIVISION, RAPID CITY, SOUTH DAKOTA.

§ 1.1.2.5 The financial parameters are as follows.

- .1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:  
TOTAL DESIGN PROJECT (FEE ONLY) IS FOR NINETY SIX THOUSAND EIGHT HUNDRED AND NINETY DOLLARS AND NO CENTS (\$96,890).
- .2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:

N/A

§ 1.1.2.6 The time parameters are:

*(Identify, if appropriate, milestone dates, durations or fast track scheduling.)*

05/04/09 PROPOSED REVIEW OF SD'S & START OF PRELIMINARY CD'S

05/29/09 PROPOSED START OF FINAL DESIGN

07/10/09 PROPOSED COMPLETION OF FINAL DESIGN

08/11/08 PROPOSED BID OPENING

08/31/08 PROPOSED START OF CONSTRUCTION

*\*DATES ARE SUBJECT TO CITY APPROVALS BEFORE PROCEEDING TO EACH ITEM\**

§ 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.)*

DESIGN SERVICES ARE A LUMP SUM CONTRACT.

§ 1.1.2.8 Other parameters are:

*(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)*

N/A

§ 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.)*

MARK ROHLFING, FIRE CHIEF

CITY OF RAPID CITY FIRE DEPARTMENT

§ 1.1.3.4 The Architect's Designated Representative is:

*(List name, address and other information.)*

THOMAS BAFFUTO, AIA/ NCARB/ LEED AP

1025 DUFFER DRIVE

RAPID CITY, SOUTH DAKOTA, 57702

§ 1.1.3.5 The consultants retained at the Architect's expense are:  
*(List discipline and, if known, identify them by name and address.)*

FERBER ENGINEERING COMPANY, INC. FOR CIVIL ENGINEERING, RAPID CITY, SD  
 ALBERTSON ENGINEERING, INC. FOR STRUCTURAL, RAPID CITY, SD  
 SKYLINE ENGINEERING, LLC FOR MECHANICAL AND ELECTRICAL, RAPID CITY, SD

§ 1.1.4 Other important initial information is:

NONE

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

N/A

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

## ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

### § 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 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.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

### § 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- 1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- 2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
- 3 decisions of the Owner not rendered in a timely manner;
- 4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- 5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- 7 change in the information contained in Article 1.1.

**§ 1.3.4 MEDIATION**

§ 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**

§ 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.



§ 1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

§ 1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

#### § 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 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.~~ *TV*

§ 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.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

*(List other documents, if any, delineating Architect's scope of services.)*

NONE

§ 1.4.1.3 Other documents as follows:

*(List other documents, if any, forming part of the Agreement.)*

SEE THE APPENDICES THAT FOLLOW.

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

NONE

#### ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

**BASIC COMPENSATION AND REIMBURSABLE ITEMS: STIPULATED SUM OF NINETY SIX THOUSAND EIGHT HUNDRED AND NINETY DOLLARS AND NO CENTS (\$96,890).**

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

ARCHITECT AT \$125/HOUR, SUPPORT STAFF AT \$45/HOUR AND CAD TECH AT \$60/HOUR.  
 CIVIL ENGINEERING AT \$115 HOUR AND SURVEYOR AT \$115/HOUR.  
 STRUCTURAL ENGINEER AT \$110/HOUR AND CAD TECH AT \$50/HOUR.  
 MECHANICAL & ELECTRICAL ENGINEERS AT \$110/HOUR.  
 SEE ENTIRE LISTING IN APPENDIX A.

§ 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 IS INCLUSIVE OF THE LUMP SUM FEE UP TO BIDDING. BIDDING DOCUMENT PRINTING COST OF FOUR THOUSAND DOLLARS AND NO CENTS (\$4,000.00) IS A SEPARATE BUDGET LINE ITEM BY THE CITY, AND IS NOT PART OF THE LUMP SUM FEES STATED ABOVE. ADDITIONALLY, CONSTRUCTION TESTING IS THE RESPONSIBILITY OF THE CITY WITH A SIX THOUSAND DOLLAR AND NO CENTS (\$6,000) SEPARATE BUDGET ITEM.

§ 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 (\$ 0.00 ) 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 ~~THIRTY~~ <sup>FIFTEEN 45</sup> ( 45 45 ) days from the date of the Architect's invoice. ~~Amounts unpaid 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 ( 6 ) 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  
ALAN HANKS, MAYOR  
CITY OF RAPID CITY  

---

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

---

*(Printed name and title)*

ARCHITECT  
*Thomas Baffuto, AIA*  

---

*(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  
Ferber Engineering  
Albertson Engineering  
Skyline Engineering

### Appendix B

*baffuto architettura*

Professional Error and Omissions Insurance (verification)





# baffuto architettura

*art + technology equals architecture*

April 8, 2009

**Rodney K. Johnson, P.E.**  
**Operations Management Engineer**  
**Public Works Department**  
**300 Sixth Street**  
**Rapid City, South Dakota 57701-2724**



Re: Contract Fee Proposal – Rapid City Fire Department – Station #7

**Mr. Johnson:**

Thank you for spending your time acquiring the preliminary soils report for the preparation of this Contract Fee Proposal and ultimately the Contract for **Rapid City Fire Departments' – Station #7**. Enclosed is the information you requested regarding the fee breakdowns for each Consultant and the other Contract items. I've made an effort to maintain reasonable fees that reflect the requirements of the project. I solicited several proposals in the both structural and civil engineering to confirm that the proposals were genuine. The civil tasks related to the site drainage, 11-6-19 submittal and additional requirements of the EPA/City are beyond that of the original projects, therefore are higher in cost of approximately \$18,250. Otherwise, the fee levels from each firm compared to the previous project are very similar to (architectural), and one case (M&E) is exactly the same, all since 2002.

**Architectural**

Contract will be written using the Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services, AIA Document B141-1997. As you stated in our conversation, the Arbitration portion of the Contract will delete per the City's request.

*Basic Services (standard approach)*

1. Architectural. See Project Directory of Tasks/Services. Items that are *color-coded* in Phases 3-8 are inclusive to the Basic Services. Does not include LEED.
2. Geotechnical Engineering. See enclosed proposal. Includes Rapid City Energy Policy integration.
3. Civil Engineering. See enclosed proposal.
4. Structural Engineering. See enclosed proposal.
5. Mechanical & Electrical Engineering. See enclosed proposal.

*Additional to Basic Services*

6. Architectural/Civil Engineering. See Project Directory of Tasks/Services. Items that are *color-coded* in **Phase 2** are part of the Additions to Basic Services.
7. Phase 2 Site Analysis Services: Growth Management **Exceptions Submittal** Process.
8. Phase 2 Site Analysis Services: Growth Management **11-6-19 Submittal** Process.
9. Integration of RCFD Fire Station #7 **Lift Station**.

*Additional Services – Hourly (Services shall be provided only if authorized in writing by the City of Rapid City.)*

10. Architectural. See Project Directory of Tasks/Services. Other items in Phases 1-9 *not color-coded* are Additional Services not listed in items 7, 8 & 9.
11. Electrical Engineering: Lightning, Security and Data Systems.
12. Design of Owner (City of Rapid City) or **Rapid City Fire Department** initiated changes to the project during construction or significant changes in scope.
13. Work related to Contractor generated errors that are not part of the Project Documents.
14. Any Service not part of the Basic Services listed.

**Project Specific**

Project Description

The new project will approximately 7,583 square feet, four bay fire station similar to Station #3 located in Rapid City, South Dakota. Construction will be similar to Station #3 however; there will be Rapid City Fire Department requested floor plan, system and material changes. This affects the current documentation and these tasks are needed to be performed to fulfill the solution/requests.

Documentation changes/modifications/coordination include IBC code update, floor plan, finish plan, ceiling plan, roof plan, interior elevations, cabinet elevations and details. This does not include consultant tasks.

#### Phase by Phase Breakdown

Phase	%	Architectural (only)	Total Project
Pre-Design & Schematic Design	(15%)	5,182.50	14,533.50
Design Development	(20%)	6,910.00	19,378.00
Construction Documents	(40%)	13,820.00	38,756.00
Bidding	(5%)	1,727.50	4,844.50
Construction Administration	(20%)	6,910.00	19,378.00
<b>Total</b>	<b>(100%)</b>	<b>\$34,550.00</b>	<b>\$96,890.00</b>

#### Project Estimated Budget Breakdown

Project Budget	\$1,350,000
A&E Fees	96,890
Bid Printing	4,000 estimated
Construction Testing	6,000 estimated
Site Development	100,000 estimated
Lift Station	20,000 estimated
Remaining for Building	\$1,123,110 estimated
7,583 sf x 143/sf	\$1,084,369 estimated base bid
Remaining for Contingency	\$38,741 estimated at 2.9% (previous two stations less than 1%)

#### Compensation: Basic & Additional Services (Phases 2, 3-8)

Geo-Technical: (Footprint specific additional soils report)	<i>Optional</i>	\$1,100.00
Civil Engineering	\$25,340.00	
Architectural (Prime, including Basic & Additional Services)	34,550.00	
Structural Engineering	\$7,000.00	
Mechanical & Electrical Engineering	\$30,000.00	
	<b>\$96,890.00</b>	<b>\$97,990.00</b>

**A Total Lump Sum Fee for the Basic & Additional Services of \$96,890 including reimbursable cost listed below, however other than the Bidding documents.**

**Hourly Rates: *baffuto architettura* and consultant hourly rate for work requested and approved by the City other than the Basic Services.**

Principal Architect:	\$125.00/hour
CAD Production:	\$60.00/hour
Support Staff:	\$45.00/hour
Civil Engineering Principal:	\$115.00/hour
Register Land Surveyor:	\$115.00/hour
Principal Professional Engineer:	\$105.00/hour
Graduate Engineer I:	\$75.00/hour
Graduate Engineer IV:	\$70.00/hour
Survey Crew (2 man)	\$95.00/hour
Clerical Staff:	\$60.00/hour
Structural Engineering Principal:	\$110.00/hour
Structural Engineering I:	\$100.00/hour
Structural Engineering II:	\$90.00/hour
CAD Production (Tech II):	\$50.00/hour
Support Staff:	\$40.00/hour
Mechanical / Electrical Engineering Principal:	\$110.00/hour
Mechanical / Electrical Engineering Project Managers	\$100.00/hour
Engineering III:	\$95.00/hour
Engineering II:	\$85.00/hour
Engineering I:	\$75.00/hour
Designer III	\$85.00/hour
Designer II	\$70.00/hour
Designer I	\$65.00/hour
CAD Production Tech II:	\$60.00/hour
CAD Production Tech I:	\$50.00/hour
Support Staff:	\$45.00/hour
Intern Staff:	\$40.00/hour



**Reimbursable Costs: All items below costs are included within the Lump Sum Fee.**

Blueline printing for Preliminary plan submittals and presentations.

Copying for Preliminary specifications, reports and presentations.

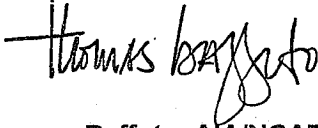
**Printing of bluelines and specifications for Bidding will be a lump sum allowance of \$4,000 outside this fee proposal. Distribution by City of Rapid City via Public Works Department.**

**Field testing during construction will be a lump sum allowance of \$6,000 outside this fee proposal.**

Thank you for your consideration of this proposal. I look forward to working with you.

Sincerely,

*baffuto architectura*



**Thomas Baffuto, AIA/NCARB/LEED AP**

Enclosed: Directory of Tasks/Services, Albertson Engineering, Skyline Engineering, ATS, Inc. and Ferber Engineering Company, Inc. Proposals.



*thomas baffuto, aia/leed ap*

*Location: 623 West Boulevard Rapid City, South Dakota 57701*

*In Rapid City's West Boulevard Historic District*

*Location Phone & Fax: 1.605.341.7501*

*Mailing/Billing Office Location 1025 Duffer Drive Rapid City, South Dakota 57702*

*Phone: 1.605.341.2845 / Fax: 1.605.341.7501 e-mail: bbaffuto@aol.com*

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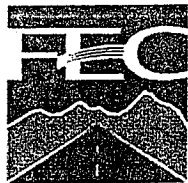
*Joshua 24:15 ...as for me and my house we will serve the Lord*

# Project Directory of Task / Services

## Rapid City Fire Department - New Fire Station #7

### Scope of Architectural and Engineering Services

PHASE 1: PREDESIGN SERVICES	PHASE 2: SITE ANALYSIS SERVICES	PHASE 3: SCHEMATIC DESIGN SERVICES	PHASE 4: DESIGN DEVELOPMENT SERVICES	PHASE 5: CONSTRUCTION DOCUMENT SERVICES	PHASE 6: BIDDING OR NEGOTIATIONS SERVICES	PHASE 7: CONSTRUCTION CONTRACT ADMIN. SERVICES	PHASE 8: POST - CONSTRUCTION SERVICES	PHASE 9: SUPPLEMENTAL SERVICES
Project Administration	Project Administration	Project Administration	Project Administration	Project Administration	Project Administration	Project Administration	Project Administration	
	Disciplines Coordination / Document Checking	Disciplines Coordination / Document Checking	Disciplines Coordination / Document Checking	Disciplines Coordination / Document Checking	Disciplines Coordination / Document Checking	Disciplines Coordination / Document Checking	Disciplines Coordination / Document Checking	Renderings
Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	Agency Consulting / Review / Approval	
Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Owner-supplied Data Coordin.	Life Cycle Cost Analysis
Programming	Site Analysis and Selection	Architectural Design / Doc.	Architectural Design / Doc.	Architectural Design / Doc.	Bidding Materials	Office Construction/Adm.		
Space Schematics Flow Diagrams		Structural Design / Documentation	Structural Design / Documentation	Structural Design / Documentation	Addenda	Construction Field Observation	Start-up Assistance	
	Detailed Site Utilization Studies	Mechanical Design / Documentation	Mechanical Design / Documentation	Mechanical Design / Documentation	Bidding / Negotiations		Record Drawings	
		Electrical Design / Documentation	Electrical Design / Documentation	Electrical Design / Documentation	Analysis of Alternates / Subst.	Inspection Coordination	Warranty Review	Energy Studies
		Civil Design / Documentation	Civil Design / Documentation	Civil Design / Documentation	Special Bidding Services	Supplemental Documents	Post Construction Evaluation	
		Landscape Design / Documentation	Landscape Design / Documentation	Landscape Design / Documentation	Bid Evaluations	Quotation Requests / Change Orders		
	Zoning Processing Assistance	Interior Design / Documentation	Interior Design / Documentation	Interior Design / Documentation	Construction Contract Agreements	Project Schedule Monitoring		
			Materials Research / Specifications	Materials Research / Specifications		Construction Cost Accounting		Fine Arts and Crafts Services
		Project Development / Sch.	Project Development / Sch.	Special Bidding Development / Sch.		Project Closeout		Special Furnishings Design
Project Budgeting	Project Budgeting	Statement of Probable Construction Costs	Statement of Probable Construction Costs	Statement of Probable Construction Costs				
Presentations	Presentations	Presentations	Presentations	Presentations				Computer Application



**Ferber  
Engineering  
Company, Inc.**

- Civil Engineering
- Water Resources
- Transportation
- Land Surveying

February 12, 2009

Mr. Thomas Baffuto, AIA  
Baffuto Architecture.  
1025 Duffer Drive  
Rapid City, SD 57702

**RE: Fire Station #7 Civil Design**

Dear Tom:

Ferber Engineering Company, Inc., is pleased to present you with this scope of work and associated estimated cost to complete Civil Design Services for the proposed Fire Station to be located on Tish Boulevard north of Interstate 90 Exit 60.

Through our work for North Street Fire Station LLC we have recently completed a topographic survey of the proposed Fire Station site. We prepared the construction plans for the extension of Tish Boulevard (formerly East North Street) including both the necessary water and sewer infrastructure to serve the Fire Station. As we have discussed the sanitary sewer is dry and it does not appear that a gravity connection to the Rapid City sewer system will be made prior to the Fire Station being constructed, therefore as part of our contract with North Street Fire Station LLC we recently submitted plans for the construction of a sanitary sewer force main that will be constructed in Tish Boulevard. Supplemental to that submittal we will be providing additional information that will provide the framework for the design of the individual duplex grinder pump system that will be required to provide sanitary service to the proposed Fire Station.

Ferber Engineering Company also prepared the layout plat and will be preparing the final plat for FMLC Inc. the current landowner. We have a great deal of background information in both CAD and GIS formats and we will begin work with a significant knowledge of the project area.

As part of the schematic design phase we will work with you and the City to layout the proposed building, access location(s), parking lot, drainage/water quality facilities and utility connection(s). Water will be available in Tish Boulevard. Sewer will be provided via the grinder pump system described above. We anticipate also connecting to the dry main and stubbing out gravity service for use when the downstream gravity connection is completed. The site currently is in a depression created by the existing gravel access and we anticipate including a drainage crossing in Tish Boulevard allowing flows from the Fire Station site to discharge at historic levels to the east.

We anticipate that we will have three (3) to four (4) plan sheets that contain all of the information required to construct the project. The information will include, but not be limited to,

- General construction notes
- Detailed specifications (where necessary)
- Site dimensional information for
  - Setbacks

Mr. Thomas Baffuto, AIA  
February 12, 2009  
Page 2 of 2

- Sidewalks
- Parking Lot
- Curb and Gutter
- Water Main
- Sanitary Sewer
- Site Drainage Facilities, etc
- Grading contours and spot elevations
- Sanitary Sewer
- Water Main and Profile(s)
- Drainage Facilities
- Construction details (where necessary)
- Erosion and Sediment Control Plan

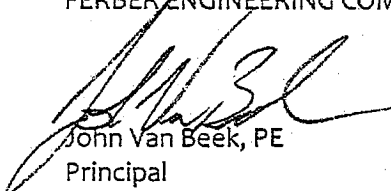
We have included time in our estimate to prepare the necessary information for an 11-6-19 submittal to Rapid City Growth Management. Also included is time to prepare the necessary request for design exception(s) to allow appropriate driveway width and curb radii on the Fire Station access.

Our estimated total cost to complete the project from schematic design to bidding as described above is \$21,980.00. This amount does not include sales tax as you have indicated your contract is with the City of Rapid City and our services would be tax exempt. We will work on a time and materials basis according to the rates identified on attached Exhibit A. If out of scope work is encountered, we will only continue once we have authorization from you.

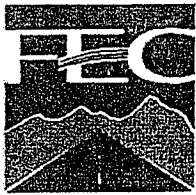
We are available to provide construction staking as well as construction administration/construction observation services. If requested to do so we can negotiate the scope of those services at the completion of project design.

We look forward to working with you on this project. If you have questions or comments regarding the information contained in this letter, please call.

Sincerely,  
FERBER ENGINEERING COMPANY, Inc.



John Van Beek, PE  
Principal



**Ferber  
Engineering  
Company, Inc.**

Civil Engineering • Water Resources • Transportation • Land Surveying  
729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

**EXHIBIT A**

**2009 SCHEDULE OF CHARGES**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal-In-Charge	\$115.00
Registered Land Surveyor	\$115.00
Principal Professional Engineer	\$105.00
Professional Engineer I	\$75.00
Graduate Engineer IV	\$70.00
Graduate Engineer III	\$65.00
Senior Technician II	\$70.00
Technician II	\$60.00
Technician I	\$55.00
Survey Crew 2-Man	\$95.00
Drafter	\$60.00
Clerical	\$55.00
Mileage	\$ .55
GPS Survey	\$20.00 + Tech*
*Tech includes hourly rate of employee plus expenses	

**PRINTING CHARGES**

Bond	\$ .20/sq ft
Vellum	\$ .30/sq ft
Mylar	\$ .50/sq ft
Clear Film	\$ .50/sq ft
Photocopies, 8 ½" x 11" (BW)	\$ .10
Photocopies, 8 ½" x 11" (Color)	\$ .50
Binding (up to 1")	\$ 2.00

**Thomas Baffuto**

---

**From:** John Van Beek [johnvanbeek@ferberengineering.com]  
**Sent:** Monday, April 06, 2009 9:52 AM  
**To:** 'Thomas Baffuto'  
**Subject:** RCFD Fire Station #7 Pending Fee Proposal

Tom,

Below is an estimate of what we think may be necessary regarding construction related services.

Periodic Site Visits through construction by Project PE 20hrs @ 105.00 = \$2100.00  
Progress Meetings (assumed 8 meetings @1.5 hrs each) 12hrs @ 105.00 = \$1260.00

Total Civil Construction Services Budget = \$3360.00

(This is not an estimate for full time Construction Observation but should provide adequate time to deal with any problems that may arise during construction.)

Thanks.

John

---

**From:** John Van Beek [mailto:johnvanbeek@ferberengineering.com]  
**Sent:** Thursday, February 12, 2009 2:10 PM  
**To:** 'Thomas Baffuto'  
**Subject:** RE: RCFD Fire Station #7 Pending Fee Proposal

Tom,

Attached is our letter proposal. Please let me know if you have any questions/concerns. Thanks for the opportunity to provide professional services for this project.

John Van Beek, PE  
Ferber Engineering Company, Inc.  
Phone: (605) 343-3311  
Fax: (605) 343-3399  
Email: johnvanbeek@ferberengineering.com

---

**From:** Thomas Baffuto [mailto:bbaffuto@aol.com]  
**Sent:** Thursday, February 12, 2009 11:07 AM  
**To:** johnvanbeek@ferberengineering.com  
**Subject:** RCFD Fire Station #7 Pending Fee Proposal

**John:**  
Good morning, any luck on getting the proposal completed and to me?

Thank you,

*baffuto architettura*

4/6/2009

*In Rapid City's West Boulevard Historic District*

**Tom**

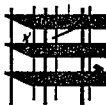
**Thomas Baffuto, AIA/NCARB**

**Owner/Principal Architect**

Location Phone: 605-341-7501

Location Fax: 605-341-7501

Billing Office Phone: 605-341-2845

**Albertson Engineering Inc.**

April 6, 2009

Baffuto Architectura  
Tom Baffuto  
623 West Boulevard  
Rapid City, SD 57701

RE: Proposal for Structural Engineering Services  
Rapid City Fire Station #7, Rapid City, SD  
Albertson Engineering File #2009-011

Dear Tom,

We appreciate the opportunity to be part of the team for the Rapid City Fire Station #7 located in Rapid City, South Dakota. As requested we have prepared a proposal for structural engineering services.

Our proposal is based upon the following scope of services:

- A new 7,580 SF single level fire station having a 3,000 SF vehicle bay area.
- Wood framed construction.
- Cast-In-Place concrete spread footings on engineered fill material.

We are proposing to provide the structural engineering services for the building described above for a lump sum fee of \$7,000 plus reimbursable expenses and applicable taxes.

We appreciate the opportunity to present this proposal. Please call if you have any questions, or if we can be of further assistance.

Sincerely,  
Albertson Engineering Inc.

Michael D. Albertson, P.E. S.E.  
President

Albertson Engineering Inc.  
3202 West Main, Suite C  
Rapid City, SD 57702  
605-343-9606  
605-341-7395 fax  
albeng@rushmore.com



February 11, 2009

Mr. Tom Baffuto  
Baffuto Architecttura  
1025 Duffer Drive  
Rapid City, SD 57702



Project: Rapid City Fire Department Station #7

Dear Tom:

Skyline Engineering, LLC, proposes to furnish engineering design services for the mechanical and electrical engineering disciplines of the following described project:

**Project Description**

The project consists of an approximate 7600 sf, four bay fire station, located in Rapid City, SD. The station will be slab on grade, wood frame construction, similar to Fire Station #3. However, numerous modifications to that floor plan have been requested by the Rapid City Fire Department.

Mechanical systems shall consist of hydronic radiant floor heat in the apparatus bays and individually controlled heating and cooling systems for the dormitory rooms. The project will also incorporate a backup generator, lightning protection, and a Nederman exhaust system for each of the vehicles in the apparatus bays.

**Project Basic Services**

Services for the various phases of the project shall be as described in the standard AIA C141-1997 contract form, Article 4, specifically excluding items listed in Appendix C and specifically including the items listed in Appendix B. Services shall conform to the definitions of service types listed in AIA B141-1997 contract form, Article 2, to the extent each individual service is specifically identified herein as part of the Project Basic Services.

**Compensation**

Our compensation for Basic Services shall be a lump sum of \$30,000, inclusive of reimbursable expenses. Sales tax, if applicable, will be in addition to our fee. A breakdown of our fees by phase is as follows:

Schematic Design	(15%)	\$ 4,500
Design Development	(20%)	\$ 6,000
Construction Documents	(40%)	\$12,000
Bidding	(5%)	\$ 1,500
Construction Administration	(20%)	\$ 6,000
<b>Total</b>	<b>(100%)</b>	<b>\$30,000</b>

**Additional Services Compensation**

For additional services beyond those defined as Project Basic Services, and when these Additional Services have been prior approved in writing by Baffuto Architecttura, our compensation will be hourly at the rates outlined in our current rate schedule attached in Appendix A plus reimbursable expenses as outlined in attached Appendix D. A list of services specifically not included is outlined in Appendix C.

Rapid City Fire Department – Fire Station #7

February 11, 2009

Page 2

**Invoicing**

We will invoice you for our services monthly, for services performed during the previous month.

**Payments**

Payments are due and payable 30 days from the date of our invoice. If payments are not received when due and payable, then we may assess interest on the outstanding balance at a rate of 1.0% per month, with interest accruing beginning thirty days from the date of the invoice.

**Allocation of Risk**

The risk involved in this project, has been allocated such that Baffuto Architectura agrees that Skyline Engineering total liability to Baffuto Architectura for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed \$250,000. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.

**Acceptance**

If this proposal is acceptable to you, please authorize us to proceed by signing both original documents and returning one to our office. We will proceed with our work upon receipt of your signed proposal.

Thank you for the opportunity to provide you with this proposal. We look forward to working with you on this project.

Sincerely,

SKYLINE ENGINEERING, LLC

Gary Kuhl, PE  
President and Manager

cc: Accounting - Skyline Engineering, LLC

Attachments: Appendices A, B, C and D are attached and part of this agreement.

Accepted for  
Skyline Engineering, LLC

Accepted for  
Baffuto Architectura

BY \_\_\_\_\_  
Jamie Stampe, Vice President and Manager

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

Rapid City Fire Department – Fire Station #7

February 11, 2009

Page 3

**Miscellaneous Contract Provisions****Consultants**

No Sub-consultants will be utilized unless explicitly identified herein. Should the Client wish to utilize and authorize in writing that Skyline Engineering utilize a sub-consultant, the Sub-consultants fees and expenses will be billed at cost. This contract may not be assigned, sublet or transferred to any other interest.

**Insurance**

Skyline Engineering shall keep in force for the term of the project, a professional liability insurance policy insuring it against negligent acts, errors, or omissions in the maximum amount of \$1,000,000.

**Disputes**

All claims, disputes, and other matters in question arising out of or relating to this agreement or the break thereof, shall be decided in accordance with the laws of the State of South Dakota. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall first be submitted to the American Arbitration Association Mediation Department. A mutually agreed upon qualified dispute organization may be used. Mediation shall continue until resolution of the dispute or until the mediator notifies the parties that it is unlikely that the dispute will be resolved through mediation.

**Termination**

This agreement may be terminated by either party giving written notice to the other party ten days prior to the termination date. Skyline Engineering, LLC shall be paid for work completed through the date of the termination notice for the services performed on an hourly basis at two and one-half times the direct personnel expense incurred, and reimbursable expenses incurred up to the termination date, plus any termination expenses.

**Lien Rights**

All lien rights as and if necessary shall be invoked for nonpayment of services rendered. Any notification of lien rights if required by law will be sent to the Owner prior to commencing work on this project.

**Verification of Existing Conditions**

Inasmuch as the remodeling and/or rehabilitation of an existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees to bear all costs, losses and expenses, including the cost of the Design Professional's additional services, arising or allegedly arising from the discovery of concealed or unknown conditions in the existing structure.

**Hazardous Materials**

It is acknowledged by both parties that Skyline Engineering, LLC scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Skyline Engineering, LLC or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Skyline Engineering, LLC services, Skyline Engineering, LLC may, at their option an without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

**Project Files**

All design documents prepared by Skyline Engineering pursuant to this document are instruments of service in respect to the project. This includes files, correspondence, calculations, and drawings. All documents will remain the property of Skyline Engineering until the contract is complete and payment has been rendered in full or until the contract is terminated in accordance with this contract. In no case are transferred documents intended or represented to be suitable for re-use by the Client or others in extensions of the project or on any other project. The client holds Skyline Engineering harmless from any re-use.

**Electronic Files**

The Client will have sixty (60) calendar days to ascertain the completeness of the electronic file delivered by Skyline Engineering in AutoCAD, after which period it will be deemed as complete and having been accepted as delivered. It is also agreed that a hard copy of the documents will be delivered, and in the event of conflicts or discrepancies between the two files, the hardcopy will prevail. Skyline Engineering's title block must and will be removed from electronic files transferred to the Client. Because data stored electronically can deteriorate, Skyline shall not be responsible to maintain the electronic media and makes no representation that the electronic data/drawings will be available following 60 days after acceptance of the documents.

Electronic files prepared by Skyline Engineering pursuant to this document are instruments of service in respect to the project. They are not intended or represented to be suitable for re-use by the Client or others in extensions of the project or on any other project. Any reuse without written verification or adaptation by Skyline Engineering for the specific purposes intended will be at the Client's sole risk and without liability or legal exposure to Skyline Engineering, and the Client shall indemnify and hold harmless Skyline Engineering from all claims, damages, losses and expenses, including defense costs, arising out of or resulting there from. Any such verification or adaptation will entitle Skyline Engineering to further compensation at rates in effect at the time.

**Project Scope Escalation**

It is acknowledged that both parties agree the stated design fees are based upon the estimated project value stated in the project description above. Should the scope of the project change and the actual construction cost exceed the stated values, Skyline engineering and the Client shall consider proportionate fee increases.

**Standard of Performance**

The standard of care for all professional engineering and related services performed or furnished by Skyline Engineering under this agreement will be the care and skill ordinarily used by members of Skyline's profession practicing under similar circumstances at the same time and in the same locality. Skyline makes no warranties, express or implied, under this agreement or otherwise, in connection with Skyline's services. Skyline shall be responsible for the technical accuracy of its services and resulting therefrom, and the Client shall not be responsible for discovering deficiencies therein.

**Other Miscellaneous Provisions**

Skyline Engineering's sole contractual relationship shall be with the Client and nothing herein shall be construed to create any obligation or contractual relationship between Skyline Engineering and any third party. Skyline Engineering relies solely and exclusively on the Client to provide complete, accurate and timely information of the Owner's design criteria. Skyline Engineering assumes no responsibility for the accuracy of "Opinions of probable cost". Skyline Engineering shall not have authority or responsibility of any contractor's means, methods, techniques, sequences or procedures of construction for safety precautions and programs incident to the contractor's work. Skyline Engineering LLC's scope shall not included serving as an "authority having jurisdiction" as defined by model codes nor shall we perform associated code-compliance interpretation.

**Site Signage**

If the construction contract requires the contractor to pay for and erect a construction site sign that includes the Client's name and/or corporate identifier, the Client shall include similar placement of Skyline Engineering's name and/or corporate identifier on the sign in the construction site sign requirements in the construction contract. The size and placement of Skyline Engineering's name and/or corporate identifier shall be similar to that of the Client, adjusted as acceptable to Skyline Engineering. If Baffuto Architectura chooses to pay for and erect a construction site sign that includes the Client's name and/or corporate identifier, Skyline Engineering shall have the option of including its name and/or corporate identifier on the sign in a similar fashion. If this option is exercised, Skyline Engineering will proportionately share the costs of the sign and its erection with Baffuto Architectura.

APPENDIX A  
SKYLINE ENGINEERING, LLC  
HOURLY RATE SCHEDULE  
Through December 31, 2009

Hourly billing rates are:

Principals	\$ 110
Project Managers	\$ 100
Engineer III	\$ 95
Engineer II	\$ 85
Engineer I	\$ 75
Designer III	\$ 85
Designer II	\$ 70
Designer I	\$ 65
CAD Technician II	\$ 60
CAD Technician I	\$ 50
Support Staff	\$ 45
Intern	\$ 40

## APPENDIX B

## MECHANICAL BASIC SERVICES THAT WILL BE PROVIDED

**A. Specifications**

1. Standard Division 15 format.

**B. HVAC**

1. Air conditioning and heating load calculation.
2. Basic analysis and recommendation for HVAC system selection.
3. Equipment schedules indicating physical characteristics, capacities, electrical capacities and manufacturer used as the basis for the design.
4. HVAC ductwork and piping distribution.
5. HVAC equipment room plans.
6. Major equipment manufacturer's data sheets and identification of locations and communication to the Structural Engineer.
7. Identification of mechanical openings and sleeves and communication to the Structural Engineer.
8. Sequences of operations for HVAC systems.
9. Piping diagrams for major central systems.
10. Fire and smoke dampers in partitions and fire walls, based on the fire and smoke separations indicated on the architectural drawings.
11. Locations of thermostats and room control devices.
12. Identification of ceiling HVAC elements such as grilles and diffusers for incorporation into the architectural/electrical ceiling plan layouts.
13. Identification of HVAC equipment space requirements and communication to the Architect.
14. Ducted residential kitchen hood (i.e. no makeup air system)
15. Ventilation of enclosed parking garages.
16. Laundry HVAC systems - inclusive of laundry equipment connections, as defined by others.
17. Door grilles and louvers for air transfer.

**C. Plumbing**

1. Connection to water supply, 5'-0" beyond the building.
2. Water distribution inside the building to all plumbing fixtures and equipment.
3. Domestic hot water distribution to plumbing fixtures.
4. Water heater selection.
5. Plumbing fixtures selection.
6. Connection to sanitary sewer, 5'-0" outside the building.
7. Isometric diagrams, if required by Code, or if required for design clarification.

**D. Fire Protection**

1. Fire sprinkler design criteria. Suggested/tentative locations of fire sprinkler heads and suggested tentative pipe routing, as required for design team coordination.

**E. Special Systems**

1. Natural or L.P. gas distribution inside the building and isometric, if required.
2. Air conditioning condensate collection piping system.
3. Connections to landscape irrigation system, designed by others.

**F. Design Coordination Support**

1. Preparation of an opinion of probable cost for CD design phase.
2. Production and issue of 1 set of mechanical drawings and specifications for each of design phases of the project consisting of Schematic Design, Design Development, Owner Review, and Construction Documents.

3. Coordination meetings consisting of three (3) local meetings during the design phase of the project.

**G. Construction Support**

1. Review contractor's shop drawings-two reviews/submittal.
2. Attend pre-bid and pre-construction meetings.
3. Provide construction observations consisting of five (5) trips during the construction phase of the project.
4. Provide one (1) final observation and one (1) punch list of the completed construction.

## APPENDIX B

## ELECTRICAL BASIC SERVICES THAT WILL BE PROVIDED

**A. Specifications**

1. Standard Division 16 format.

**B. Electrical Service Provisions**

1. Coordination with local utility to establish service requirements.
2. Electrical system voltage selection study.
3. Short circuit analysis, based on standard coordination tables.
4. Service transient voltage surge suppression.
5. Lightning protection system.

**C. Electrical Distribution System**

1. Electrical distribution system equipment selection.
2. Electrical distribution system riser diagram, panelboard schedules, load analysis.
3. Receptacle layout.
4. Motor and other equipment connections.

**D. Lighting System**

1. Exterior building mounted and parking lighting.
2. Interior lighting layout.
3. Egress and exit lighting based on egress routes defined by architect.
4. Light fixture selection.

**E. Emergency Power**

1. Generator selection, specification and layout.

**F. Special Systems**

1. Fire Alarm System layout and specification.
2. Sound system layout and specification.
3. TV - satellite, cable, CCTV – cabling and connectivity.
4. Telephone/data
5. 120V power and conduit only for:
  - Security system - monitoring, access and control
  - Fire Department radio system – interface with trucks and controls as defined by others

**G. Design Coordination Support**

1. Preparation of an opinion of probable cost for CD design phase.
2. Production and issue of 1 set of electrical drawings and specifications for each of design phases of the project consisting of Schematic Design, Design Development, Owner Review, and Construction Documents.
3. Coordination meetings consisting of three (3) local meetings during the design phase of the project.

**H. Construction Support**

1. Review contractor's shop drawings-two reviews/submittal.
2. Attend pre-bid and pre-construction meetings.
3. Provide construction observations consisting of five (5) trips during the construction phase of the project.
4. Provide one (1) final observation and one (1) punch list of the completed construction.

## APPENDIX C

## OPTIONAL ADDITIONAL SERVICES

The services identified below are not included in Basic Services and shall only be provided if authorized in writing by Baffuto Architectura.

1. Design of site utilities or site structures beyond 5'-0" from the building.
2. Preparation of detailed (quantities based) construction cost estimates.
3. Life cycle cost analysis of major equipment and systems.
4. Preparation of CADD produced record drawings.
5. Commissioning of the building mechanical and electrical systems - startup and testing.
6. Providing Building Code Review.
7. Design of telecommunications systems beyond provisions as noted herein.
8. Wireless communications transeiver locations.
9. Construction observation trips beyond the quantity stipulated in the Project Basic Services.
10. Design of Owner or Architect initiated changes to the project during construction, or significant changes to the project scope during the design phase.
11. Lighting utilizing low-voltage fixtures or lighting requiring fixture design.
12. Street lighting design.
13. Restart costs if project is delayed over 30 days.
14. Redesign or design services in response to Contractor generated errors or construction not in accordance with the contract documents.
15. Design services for or modifications to any existing buildings and their systems beyond that identified herein.
16. Design of multiple construction packages except as described herein.
17. Design for structural systems.
18. Laundry equipment selection and layout.
19. Commercial kitchen equipment selection and layout – including kitchen hoods and extinguishing systems.
20. Design services for a computer room HVAC systems or network systems.
21. Design services for a laundry room.
22. Design of clean rooms and/or laboratories.
23. Special distribution systems: Under-floor wiring, raised floors, or flexible wiring systems.
24. Add/Deduct alternates not identified herein.
25. Services not listed as Basic Services.
26. Design to support and/or attain LEED accreditation.



## APPENDIX D

REIMBURSABLE EXPENSES SCHEDULE  
(Through December 31, 2009)

Reimbursable expenses include expenses incurred by Skyline Engineering, LLC, its employees, members, or subcontractors, in the interest of the Project, including:

1. Expenses for travel associated with the Project, including:
  - Transportation, including:
    - Company and personal vehicle mileage, billed at IRS-approved reimbursement rate
    - Airfare, billed at cost.
    - Rental car costs, billed at cost.
    - Taxi and shuttle costs, billed at cost.
  - Expenses associated with overnight travel, including:
    - Lodging, billed at cost.
    - Meals, billed at cost.
    - Other expenses necessitated by extended travel periods, billed at cost.
  
2. Inside reproductions (excluding reproductions for the in-house use by Skyline Engineering, LLC), billed as follows:
 

-Plotting on Bond _____	\$0.20/square foot
-Plotting on Vellum _____	\$0.30/square foot
-Plotting on Mylar _____	\$0.50/square foot
-Black and white Photocopies _____	\$0.10/sheet
-Color photocopies _____	\$0.25/sheet
  
3. Outside reproduction services, billed at cost.
4. Courier services and postage, billed at cost.
5. All other expenses not ordinarily required to perform duties stated in this contract, billed at cost.



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/10/09

PRODUCER <b>MN-A/E</b> <b>COBB STRECKER DUNPHY &amp; ZIMMERMANN</b> 150 S FIFTH STREET STE 2800 MINNEAPOLIS, MN 55402	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED <b>BAFFUTO ARCHITECTURA</b> 1025 DUFFER DR RAPID CITY, SD 57702	INSURER A: <b>BEAZLEY INSURANCE COMPANY INC</b>	<b>37540</b>
	INSURER B:	
	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 LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>A</b>	<b>OTHER ARCHITECT &amp; ENGR PROF LIAB (CLAIMS MADE)</b>	<b>V15RIQ09PNPA</b>	<b>02/26/09</b>	<b>02/26/11</b>	<b>EACH CLAIM: \$250,000.</b> <b>ANNUAL AGG: \$500,000.</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**ALL WORK PERFORMED**

**CERTIFICATE HOLDER**

**CANCELLATION**

CITY OF RAPID CITY 300 6TH ST RAPID CITY, SD 57701-2724	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</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 <i>Johnna Wangensten</i>
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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.