

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

Date: September 9, 2009

Project Name & Number: CATRON BOULEVARD (U.S. HIGHWAY 16B) RECONSTRUCTION CIP #: 50396
UTILITY RELOCATION & MODIFICATION, #SSW09-1819

Project Description: Construct extension or adjustment of municipal water and sanitary sewer, and coordinate work with the reconstruction of Catron Boulevard (U.S. Highway 16B) between S. Highway 16 and Cambell Street / S. Highway 79 by the S.D. Dept. of Transportation (SD DOT Project NH 2016(17)64 PCN6875). This will include the construction of new gravity sewer from near Wellington Dr. to the Highway 16 Lift Station, with lift station abandonment and site reclamation.

Consultant: TSP, Inc.
Original Contract Amount: \$ 69,315.00 **Original Contract Date:** Sept. 21, 2009 **Original Completion Date:** June 1, 2010

Addendum No:

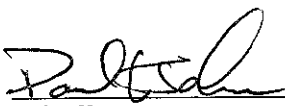
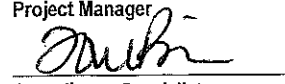
Amendment Description:

Current Contract Amount: _____ **Current Completion Date:** _____
Change Requested: _____
New Contract Amount: _____ \$0.00 **New Completion Date:** _____


Funding Source This Request:

Amount	Dept.	Line Item	Fund	Comments
\$27,726.00	833	4223	604	Wastewater Replacement/Improvement
\$27,726.00	834	4223	604	Wastewater Expansion
\$13,863.00	933	4223	602	Water Replacement/Improvement
\$69,315.00	Total			

Agreement Review & Approvals

 _____ *Sept 9 2009* _____
 Project Manager Date
 _____ *9-10-09* _____
 Compliance Specialist Date

 City Attorney Date

 _____ *9-10-09* _____
 Division Manager Date

 Department Director Date

 Division Manager 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 _____
 Appropriation Y N
 Cash Flow _____

RECEIVED



Document B727™ – 1988

SEP 10 2009

RAPID CITY
PUBLIC WORKS

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the 21st day of September in the year 2009

BETWEEN the Owner:

(Name, legal status and address)

City of Rapid City
Engineering Division
300 6th Street
Rapid City, SD 57701

and the Architect:

(Name, legal status and address)

TSP, Inc.
600 Kansas City Street
Rapid City, SD 57701

for the following Project:

(Include detailed description of Project, location, address and scope.)

City of Rapid City Catron Boulevard (US HWY 16B) Relocation
Utility Relocation and Modification
SSW09-1819/CIP 503966
Rapid City, SD
TSP #03090704

TSP will provide professional engineering services for design and bidding for the project as identified in the RFP by the City of Rapid City (included by reference) dated August 7, 2009 and detailed in the attached work task and man hour spreadsheet. Construction phase services will be determined later.

TSP will provide a design schedule to meet the November 18th, 2009 final review plan set for submittal to the City and SDDOT with a notice to proceed for design anticipated on September 22, 2009.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 ARCHITECT'S SERVICES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

Service to be provided

See attachment One

Method and means of compensation

Hourly not to exceed, billed monthly for services completed, including reimbursable expenses.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized 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.

ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS

§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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.

§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. 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.

§ 5.3 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.

(Paragraphs deleted)

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the State of South Dakota.

§ 6.2 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 statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

§ 6.3 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

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of such other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the Owner and 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.

§ 6.5 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.

§ 6.6 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 in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 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, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expenses of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 long-distance communications;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 reproductions;
- .5 postage and handling of documents;
- .6

(Paragraphs deleted)

expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

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

ARTICLE 8 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

§ 8.1 AN INITIAL PAYMENT OF zero (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

For Design and Construction Services on an hourly basis not to exceed with hourly rates in accordance with the attached "Manhour Projections" with a not-to-exceed amount for Design of \$69,315.00 including Reimbursable expenses but not including taxes. The fee breakdown is as follows:

Task 1 Preliminary Design	\$29,620.00
Task 2 Final Design	\$30,620.00
Task 3 Bidding Services	\$ 2,725.00
Task 4 Basic Construction Services	TBD
Task 5 Expanded Construction Services	TBD
Sub Total	\$62,965.00
Reimbursable Expenses – Task 1, 2, 3	\$ 6,350.00
Reimbursable Expenses – Task 4, 5	TBD
Total	\$69,315.00

Reimbursable expenses are estimated not to exceed **\$6,350.00**

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one and one -tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable forty five (45) days from the date of the Architect's invoice.
(Paragraphs deleted)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted. Any adjustment to be negotiated before work is performed. Only work specifically approved by the City will result in additional compensation.

ARTICLE 9 OTHER CONDITIONS

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

OWNER

ARCHITECT

(Signature)

Alan Hanks, Mayor

(Printed name and title)

(Signature)

Robert A. Morcom, Principal

(Printed name and title)

Attest

James Preston, Finance Officer

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DATE:9/21/2009		
RE: Catron Boulevard (U.S. Highway 16B) Reconstruction		
Utility Relocation and Modification		
SSW09 / CIP 50396		
ESTIMATED MANHOURS		
PREPARED BY: TSP, INC.		
TSP NO. 3090704.00		
PREPARED FOR: City of Rapid		
Item	DESCRIPTION	Total Fee
Task 1 - Preliminary Design Services		
1.1	Kickoff Meeting	\$800.00
1.2	Review Background Information/DOT information/ reports	\$1,120.00
1.3	Prepare Project Design Report	\$2,260.00
	Evaluate SDDOT plans / comment / recommendations	\$800.00
	Water H/V layout, analysis, and assessment	\$0.00
	Highway 16B/Catron assessment / future grade separated intersection	\$1,480.00
	Palo Verde and Terricita Zones hwy crossing assessment	\$800.00
	Evaluate long term distribution on north side of Catron to Dan Christy	\$400.00
	5th Street water crossing	\$400.00
	Evaluate Black Hills Blvd. crossing location	\$200.00
	Sanitary sewer H/V layout, analysis, and assessment	\$0.00
	Review Ferber report on manholes east of 5th / recommendations	\$560.00
	Highway 16B/Catron assessment / future grade separated intersection	\$4,440.00
	Recommendations for sanitary sewer over 30' deep	\$400.00
	Evaluate Elm St. crossing location	\$200.00
	Evaluate Britton Survey	\$400.00
	Evaluate Panorama sanitary sewer through DOT property	\$400.00
	Evaluate potential Black Hills Corp. location for crossing	\$200.00
	Pipe selection criteria	\$480.00
	Lift Station Abandonment	\$720.00
	Cathodic protection recommendations	\$600.00
	Geotechnical analysis and recommendations	\$240.00
	Electrical conduit locations	\$620.00
	Future signalization conduit locations	\$380.00
	Evaluate deceleration lane location / Intersecting street compliance with City design criteria	\$480.00
1.4	Perform site survey	\$400.00
	Input detail survey information	\$560.00
1.5	Identify ROW-Permanent and temp. easement,etc	\$0.00
1.6	Prepare Preliminary probable const. cost	\$1,960.00
1.7	Recommend location/ extent of geotech. Services	\$240.00
1.8	Prepare preliminary Plan and Profile Sheets	\$6,320.00
	Prepare base drawings from SDDOT sheets	\$1,120.00
1.8	Submittal review w/staff	\$640.00
1.10	Public works and council meeting	\$0.00
1.11	Property owner meetings	\$0.00
Other		\$0.00
		\$0.00
		\$0.00
	Sub-Total hours	
	Subtotal Task 1 Design Fees	\$29,620.00

Item	DESCRIPTION	Total Fee
	Task 2 - Final Design Services	
2.1	Address comments and finalize Design Report	\$1,200.00
2.2	Assist with easement acquisition/ROW exhibits, etc.(Assume no easements)	\$0.00
2.3	Determine removal or abandon. location and limits	\$840.00
2.4	ADA compliance items	\$0.00
2.5	Erosion and sediment control items	\$560.00
2.6	Provide Erosion and Sediment Control Plans	\$1,360.00
2.7	"Flood Mgmt Project Water Quality...Form"	\$530.00
2.8	Project Design report (3) copies	\$250.00
2.9	Final Design Services submittal (3) copies(Complete plans, specs., contract docs, estimate	\$5,260.00
	Plan notes	\$3,760.00
	Finalize P/P	\$3,160.00
	Lift Station abandonment	\$1,000.00
2.10	Planning commission submittals, attend meeting, 11-6-19 review	\$240.00
2.11	Address Final design comments from staff	\$1,200.00
2.12	Provide complete contract documents	\$2,420.00
2.13	Project layout and addresses(lot lines, next to const.) DOT completed	\$130.00
2.14	Conceptual traffic control plan	\$0.00
	Review SDDOT plan	\$960.00
	Supplemental plans if needed	\$1,800.00
2.15	Coordinate with utility companies on locates. Provide preliminary plans to utility compaines.	\$320.00
	Conduct private utility coordination meeting	\$240.00
2.16	Request and secure exceptions from City requirements	\$480.00
2.17	Detailed supplemental specifications	\$1,170.00
2.18	Prepare all permits and exhibits	\$1,360.00
2.19	Identify contractor permits	\$480.00
2.20	Prepare final "Engineers Estimate"	\$1,200.00
2.21	Deliverables- (5) sets of bid documents; CD's;Unit price cost estimate	\$270.00
2.22	Certification statement	\$190.00
2.23	DENR submittal (2) sets of plans and spec.	\$240.00
Other		\$0.00
		\$0.00
		\$0.00
		\$0.00
	Sub-Total hours	
	Subtotal Task 2 Design Fees	\$30,620.00

Item	DESCRIPTION	Total Fee
	Task 3 - Bidding Services	
3.1	Information to City PM for bid advertising	\$185.00
3.2	Print and issue bid documents; plan holders list; (5) copies to City of Rapid	\$270.00
3.3	Print and issues (5) 11 x 17 copies to City constuction per.	\$0.00
3.4	Pre-bid conference	\$240.00
3.5	Issues Addendums	\$610.00
3.6	Attend bid opening	\$0.00
3.7	Attend Public Works Committee / Council Meetings	\$0.00
3.8	Prepare Bid Tab	\$370.00
3.9	Present award recommendation to City PM	\$120.00
3.10	Prepare Notice of Award	\$120.00
3.11	Prepare contracts / submit to contractor	\$570.00
3.12	Preview construction contract documents/submit for signature	\$240.00
Other		\$0.00
		\$0.00
		\$0.00
	Sub-Total hours	
	Subtotal Task 3 Design Fees	\$2,725.00
	TASK 1,2,& 3 -TOTAL DESIGN HOURS	
	TOTAL Design Cost	
	Total Estimated Design Hours	656
	Total Estimated Design Labor Cost	\$62,965.00
	Task 1,2,& 3 Reimbursable Expenses	
	Sub Consultants	
	Renner Associates	\$2,500.00
	AET	\$2,000.00
	Printing	\$500.00
	Copies	\$200.00
	Bid sets	\$1,000.00
	Misc.(Mileage,phone,fax,etc.)	\$150.00
	Total	\$6,350.00
	Total Labor and Reimbursable Expenses	\$69,315.00



In Solve. To Excel. Together.

2009 TSP Standard Billing Rates

Principal	\$ 200.00		
Project Manager	\$ 180.00		
Senior Architect	\$ 110.00	–	\$ 180.00
Architect	\$ 85.00	–	\$ 140.00
Architectural Graduate	\$ 70.00	–	\$ 100.00
Designer	\$ 80.00	–	\$ 120.00
Senior Mechanical Engineer	\$ 115.00	–	\$ 160.00
Mechanical Engineer	\$ 85.00	–	\$ 125.00
Mechanical EIT/Designer	\$ 75.00	–	\$ 100.00
Senior Electrical Engineer	\$ 115.00	–	\$ 160.00
Electrical Engineer	\$ 90.00	–	\$ 125.00
Electrical EIT/Designer	\$ 65.00	–	\$ 100.00
Senior Structural Engineer	\$ 115.00	–	\$ 160.00
Structural Engineer	\$ 85.00	–	\$ 120.00
Structural EIT/Designer	\$ 65.00	–	\$ 90.00
Senior Civil Engineer	\$ 110.00	–	\$ 160.00
Civil Engineer	\$ 80.00	–	\$ 125.00
Civil EIT/Designer	\$ 65.00	–	\$ 90.00
Drafter	\$ 65.00	–	\$ 95.00
Estimator	\$ 95.00	–	\$ 125.00
Contract Administrator	\$ 70.00	–	\$ 90.00
On-Site Field Manager	\$ 70.00	–	\$ 85.00
Senior Interior Designer	\$ 80.00	–	\$ 150.00
Interior Designer	\$ 65.00	–	\$ 75.00
Project Administrative	\$ 60.00	–	\$ 85.00
Clerical	\$ 40.00	–	\$ 65.00

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/02/2008
PRODUCER (605)339-3874 FAX (605)339-3620 Howatt-McDowell Insurance, Inc. PO Box 5113 Sioux Falls, SD 57117-5113 CISR, Vicki Swenson	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 TSP Inc TSP Construction Services Inc 1112 N West Ave Sioux Falls, SD 57104	INSURERS AFFORDING COVERAGE INSURER A: Continental Casualty Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

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 TP INSR	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 AUTO ONLY: EA AGG \$ 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				WC STATE-TORY LIMIT \$ OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Other Professional Liability; Claims-Made	ARK 25-408-85-34	10/01/2008	10/01/2009	\$2,000,000 Limit Per Claim \$2,000,000 Annual Aggregate \$75,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Proof of Insurance

CERTIFICATE HOLDER

To Whom It May Concern:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Gary Joyce, CPCU/SWINSV

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2009

PRODUCER (605)339-3874 FAX (605)339-3620
Howalt-McDowell Insurance, Inc.
PO Box 5113
Sioux Falls, SD 57117-5113
CISR, Vicki Swenson

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 TSP Inc
TSP Construction Services Inc
600 Kansas City St
Rapid City, SD 57701

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Transportation Insurance Co.	20494C
INSURER B	Valley Forge Insurance	20508C
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 LADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	C 2067044182	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input checked="" 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	C 2067044196	07/01/2009	07/01/2010	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 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 AUTO ONLY EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$ 10,000	C 2076230375	07/01/2009	07/01/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 2 67044201	07/01/2009	07/01/2010	<input checked="" type="checkbox"/> WC STAT. TOYS LIMITS <input type="checkbox"/> OTL-EE E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Business Personal Property	C 2067044182	07/01/2009	07/01/2010	Limit: See Below If Applicable \$500 Deductible Special Including Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
roof of Insurance

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Gary Joyce, CPCU/SWENSV *G. M. Joyce*

To Whom It May Concern

