



## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Schrickel, Rollins and Associates, Inc.** hereinafter called "ENGINEER", and the **City of Farmers Branch, Texas**, hereinafter called "OWNER".

### RECITALS

WHEREAS, OWNER desires ENGINEER to perform certain work and services set forth in Section 1, Scope of Services.

WHEREAS, ENGINEER has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and ENGINEER agree as follows:

#### **Section 1. Scope of Services**

Upon issuance of a written Notice to Proceed by OWNER, ENGINEER agrees to provide to OWNER the necessary professional engineering services related to the preparation of plans and specifications for the **Hutton Lift Station Improvements** as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference ("the Scope of Services").

#### **Section 2. Term of Agreement**

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until ENGINEER completes the services required herein to the satisfaction of OWNER, unless sooner terminated as provided in Section 8, below.

#### **Section 3. Engineer Obligations**

A. ENGINEER shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should OWNER require additional services not included under this Agreement, ENGINEER shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for ENGINEER to perform the services under this Agreement, ENGINEER shall be authorized to engage the services of any agents, assistants, persons, or corporations that ENGINEER may deem proper to aid or assist in the performance of

the services under this Agreement with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to ENGINEER only if authorized in writing in advance by OWNER.

C. ENGINEER shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

#### **Section 4. Payment**

A. OWNER agrees to pay ENGINEER for all services authorized in writing and properly performed by ENGINEER in accordance with the Payment Schedule set forth in Exhibit "C", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to ENGINEER, by OWNER, shall be based on invoices submitted by ENGINEER for work performed monthly by ENGINEER, less any previous payments, Payments shall be made within 30 days of receipt of invoice by OWNER.

B. OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, ENGINEER has not made satisfactory progress on the design of this Project based on the Scope of Services and the Completion Schedule Estimate.

C. The Total Engineering Fee shall be as specified in Exhibit "C," which shall not exceed **Ninety Nine Thousand Five Hundred Dollars (\$99,500.00)**. OWNER may deduct from any amounts due or to become due to ENGINEER any sum or sums owing by ENGINEER to OWNER. In the event of any breach by ENGINEER of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of ENGINEER's performance of this Agreement, OWNER shall have the right to retain out of any payments due or to become due to ENGINEER an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by ENGINEER.

#### **Section 5. Responsibilities**

A. ENGINEER shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by ENGINEER under this Agreement. ENGINEER shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and ENGINEER shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by ENGINEER's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of OWNER under this Agreement are as provided by law.

**Section 6. Time For Performance**

A. ENGINEER shall perform all services as provided for under this Agreement in a proper, efficient and professional manner in accordance with OWNER's requirements. Such services shall be completed as provided in the Completion Schedule Estimate attached hereto as Exhibit "B," and incorporated herein by reference, after written Notification to Proceed from OWNER to ENGINEER, exclusive of OWNER and other governmental review time.

B. In the event ENGINEER's performance of this Agreement is delayed or interfered with by acts of the OWNER or others, ENGINEER may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to ENGINEER, unless ENGINEER shall have made written request upon OWNER for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and ENGINEER have agreed in writing upon the allowance of additional time to be made.

**Section 7. Documents**

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees in connection with this Agreement ("Project Documents") are intended for the use and benefit of OWNER. ENGINEER and its consultants, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, OWNER shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the ENGINEER) in and to all Project Documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Agreement. OWNER shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, OWNER consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by ENGINEER in connection with this Agreement are "works for hire" and shall be the property of OWNER. OWNER shall have the right to publish, disclose, distribute and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the OWNER, or earlier termination and appropriate compensation as provided by this Agreement, provide OWNER with reproductions of all materials, reports, and exhibits prepared by ENGINEER pursuant to this Agreement in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the OWNER.

B. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of OWNER. All instruments of service shall be professionally sealed as may be required by law or by OWNER.

C. Acceptance and approval of the Project Documents by OWNER shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and Engineers for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by OWNER for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and engineers.

### **Section 8. Termination**

A. OWNER may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to OWNER.

B. Should OWNER require a modification of this Agreement with ENGINEER, and in the event OWNER and ENGINEER fail to agree upon a modification to this Agreement, OWNER shall have the option of terminating this Agreement and ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this Agreement, for the services reasonably determined by OWNER to be properly performed by ENGINEER prior to such termination date.

### **Section 9. Insurance**

A. ENGINEER shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of ENGINEER's employees, as required by law. ENGINEER shall also provide and maintain in full force and effect during the term of this Agreement, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting ENGINEER and OWNER against liability from damages because of injuries, including death, suffered by any person or persons other than employees of ENGINEER, and liability for damages to property, arising from or growing out of ENGINEER's operations in connection with the performance of this Agreement.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.

C. ENGINEER shall also provide and maintain Professional Liability Insurance coverage to protect ENGINEER from liability arising out of the performance of professional

services, if any, under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).

D. A signed Certificate of Insurance, satisfactory to OWNER, showing compliance with the requirements of this Section 9 shall be furnished to OWNER before any services are performed under this Agreement, and, except for the Workers' Compensation and Professional Liability policies, shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Agreement under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to OWNER prior to the cancellation or non-renewal of any insurance referred to therein.

#### **Section 10. Indemnification For Injury and Performance**

**OWNER shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the services of ENGINEER pursuant to this agreement. ENGINEER hereby waives all claims against OWNER, its officers, and employees (collectively referred to in this section as "OWNER") for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of OWNER. ENGINEER agrees to indemnify and save harmless OWNER from and against damages, (including reasonable court costs, attorneys' fees and costs of investigation) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by ENGINEER's negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of ENGINEER, its officers, directors, servants, employees, representatives, consultants, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of OWNER, in whole or in part, in which case ENGINEER shall indemnify OWNER only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). ENGINEER's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by ENGINEER under this Agreement. This provision shall survive the termination of this Agreement.**

#### **Section 11. Indemnification For Unemployment Compensation**

ENGINEER agrees that it is an independent contractor and not an agent of the OWNER, and that ENGINEER is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve OWNER of any responsibility or liability from treating ENGINEER's employees as employees of OWNER for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. ENGINEER further agrees to indemnify and hold OWNER harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of ENGINEER.

**Section 12. Indemnification For Performance**

ENGINEER shall indemnify OWNER against and hold OWNER and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by ENGINEER in performing this Agreement.

**Section 13. Assignment**

ENGINEER shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of OWNER.

**Section 14. Applicable Laws**

ENGINEER shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court

**Section 15. Default of ENGINEER**

In the event ENGINEER fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by OWNER to ENGINEER, OWNER may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to ENGINEER except for all work determined by OWNER to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of ENGINEER to and from meetings called by OWNER at which ENGINEER is required to attend, but shall not include any loss of profit of ENGINEER. In the event, of such termination, OWNER may proceed to complete the services in any manner deemed proper by OWNER, either by the use of its own forces or by resubletting to others.

B. OWNER may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of ENGINEER.

**Section 16. Adjustments in Services**

No claims for extra services, additional services or changes in the services will be made by ENGINEER without a written agreement with OWNER prior to the performance of such services.

**Section 17. Execution becomes Effective**

This Agreement will be effective upon execution of the Agreement by and between ENGINEER and OWNER.

**Section 18. Agreement Amendments**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

**Section 19. Severability.**

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**Section 20. Independent Contractor.**

It is understood and agreed by and between the parties that ENGINEER, in satisfying the conditions of this Agreement, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by ENGINEER pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of OWNER. ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

**Section 21. Right-Of-Access.**

OWNER will obtain and/or furnish right-of-access on any project site for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to any Task Order. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

**Section 22. Notice.**

Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:  
(Physical Address) Randy Walhood, Director of Public Works  
City of Farmers Branch  
13000 William Dodson Pkwy  
Farmers Branch, TX 75234

(Mailing address): P.O. Box 819010  
Farmers Branch, TX 75381

(With copy to): Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Lincoln Plaza  
500 North Akard  
Dallas, Texas 75201

If to ENGINEER: Rob Otey, P.E.  
Vice-President  
Schrickel, Rollins and Associates, Inc.  
1161 Corporate Drive West, Suite 200  
Arlington, Texas 76006

**Section 23. Counterparts.**

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

**Section 24. Exhibits.**

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

**Section 25. Survival of Obligations.**

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Agreement shall survive termination.

(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

OWNER:  
City of Farmers Branch, Texas

ENGINEER:  
Schricket, Rollins and Associates, Inc.

By: \_\_\_\_\_  
Gary D. Greer  
Title: City Manager

By: Robert Otey  
Robert Otey  
Title: Vice President

P.O. Box 819010  
Farmers Branch, Texas 75381-9010

1161 Corporate Drive West, Suite 200  
Arlington, Texas 76006

WITNESS:  
  
\_\_\_\_\_  
City Secretary

WITNESS:  
  
\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

In general, the scope of services to be provided by this contract includes preliminary and final design, and bid phase services for the Hutton Lift Station Rehabilitation and Expansion.

**GENERAL**

1. Provide preliminary and final plans and specifications, including general administrative duties, progress monitoring, scheduling, coordination with owner, general correspondence and quality control and assurance activities.
2. This project is to include the design of an expansion to the existing Hutton Lift Station.

Design elements included in the scope of work are as follows:

- a. Survey and preparation of right-of-way parcels or easements required to accommodate the expansion.
- b. Recommendation on new pumps including evaluation of pump and system head curves.
- c. Design of electrical controls for project elements as described below, and design considerations for removal of existing electrical equipment to be abandoned.
- d. Instrumentation and controls including SCADA elements.
- e. Recommendations on building expansion including structural elements, and design of selected improvements.
- f. Design of necessary MEP systems including lighting and ventilation and power supply.
- g. Design of sitework improvements including minor grading, drainage and additional sidewalk improvements.
- h. Coordination with the Trinity River Authority as needed and directed by Owner.

**MEP SCADA**

1. A new MCC, complete with a complete internally wired four pump alternator and size 2 starters for (4) 20HP pumps. The new MCC shall be as identical in function as possible to the existing MCC being removed.
2. Relocate and reconnect the existing SCADA system for wet-well level indication, high and low level alarms, generator set alarm, gas leak, and intrusion.

3. Coordination with Prime Controls company in development of the plans and specifications.
4. Reconnect and re-route incoming power circuits from the transformer and from the generator. General lighting and power for the new electrical room.
5. Replace lighting fixtures in the existing electrical room.
6. Install new float switches in the existing wet well for connection to the pump alternator in the new MCC.
7. Retain and reconnect the existing level transmitter in the wet well to the relocated SCADA system.
8. Remove the existing low-voltage transformer in the existing electrical room, and re-feed all existing circuits remaining in the room from the new electrical service in the new electrical room.
9. Remove the existing MCC, float switches, pumps, conduit and wiring, and all other electrical items in the existing room which are not to be in use after construction of the new electrical room.

#### STRUCTURAL

1. Design of building expansion for new electrical room including structural and architectural elements.
2. The foundation design and connections for the new electrical room.
3. A structural masonry floor plan and connections for the new electrical room, including coordination with electrical for any wall mounted equipment and penetrations.
4. A reinforced concrete roof system and connections for the new electrical room, including architectural elements for water proofing requirements.
5. Aluminum or steel cover canopy and its foundation for the generator pad work area.

#### ADDITIONAL SERVICES

1. Field layouts or construction staking, GIS mapping or renderings or models.
2. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such work.

3. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
4. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the Project or observing tests required as a result of equipment failing the initial test.
5. Conducting operator training.
6. Assisting OWNER in claims disputes with Contractor(s).
7. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications, or of work proposed by construction contractors to correct defective work.
8. Services required to resolve bid protests or to rebid the Projects for any reason.
9. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
10. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.

**EXHIBIT "B"**  
**COMPLETION SCHEDULE ESTIMATE**

Surveying & parcel preparation	4 weeks from Notice to Proceed
Preliminary Engineering	8 weeks from Notice to Proceed
Final Engineering	6 weeks from receipt of review comments from Preliminary plan submittal

**EXHIBIT "C"**  
**PAYMENT SCHEDULE**

SRA is to invoice the OWNER on a monthly basis



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway Suite 220 Dallas TX 75240	<b>CONTACT NAME:</b> Joe A Bryant		<b>FAX (A/C, No):</b>
	<b>PHONE (A/C, No, Ext):</b> (214) 503-1212	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Schrickel, Rollins & Associates, Inc.  1161 Corporate Dr West #200 Arlington TX 76006	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> XL Specialty Insurance Company		37885
	<b>INSURER B:</b> Travelers Lloyds Ins. Company		41262
	<b>INSURER C:</b> Travelers Indemnity Company		25658
	<b>INSURER D:</b> Phoenix Insurance Company		25623
	<b>INSURER E:</b> Travelers Casualty & Surety Co.		19038
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 20119

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b>	Y	Y	PACP1542L02A	5/5/2013	5/5/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
D	<b>AUTOMOBILE LIABILITY</b>	Y	Y	BA1544L05A	5/5/2013	5/5/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	Y	Y	CUP6598Y324	5/5/2013	5/5/2014	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>						\$
E	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	UB6003Y831	5/5/2013	5/5/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Professional Liability</b>	N	Y	DPR9705843	12/12/2012	12/12/2013	Per Claim \$ 1,000,000
							Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible.

**CERTIFICATE HOLDER****CANCELLATION**

Master Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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