

MASTER SERVICES AGREEMENT

THIS IS AN AGREEMENT made as of _____, 2014 between the City of Griffin, Georgia ("OWNER") and **Burns & McDonnell Engineering Company, Inc.** ("ENGINEER"). The OWNER wishes to engage ENGINEER to provide professional engineering and program management services. In general, the services provided by the ENGINEER under this AGREEMENT will include, but not necessarily be limited to, the following services:

- Plan Review
- Project Inspection
- Project Testing Review
- Planning and Zoning Review Services
- Program Management
- Project Management
- Project Planning
- Feasibility Studies
- Provision of Construction Cost Opinions and Data
- Technical Reports
- Engineering Design (various disciplines)
- Permitting and Regulatory Agency Coordination
- Construction Management and Oversight
- Easement and R/W Acquisition
- General Consulting as Requested
- Other services may be added at the discretion of the OWNER, under the terms of this AGREEMENT

The ENGINEER will work with the OWNER to coordinate and integrate the overall management, planning, analysis, engineering design, and construction review for each project. In general, the ENGINEER will oversee project management and planning, scope of work development, work progress monitoring, project schedule maintenance, engineering design, construction review, project cost control, plan review, planning and zoning review, inspections, and review of testing as outlined by the City of Griffin Development Ordinances as well as address additional design related tasks specifically requested by the OWNER.

The ENGINEER will prepare and submit a TASK ORDER FORM (TOF) to be executed between the OWNER and the ENGINEER for each specific work element, project, report, study, task, etc. (unless directed otherwise by the OWNER), which will specify the scope of services, schedule, and fee arrangement for that particular task. Each TOF will reference this AGREEMENT and be an amendment to this AGREEMENT. The OWNER has the option to direct the ENGINEER to utilize an alternative method to the TOF (as warranted by the work task requested) including memo, email or other similar and acceptable documentation method.

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering and management services by ENGINEER and the payment for those services by OWNER as set forth below.

1.0 SECTION 1 – GENERAL PROJECT MANAGEMENT AND CONSULTING ENGINEERING SERVICES

- 1.1 **Description.** ENGINEER shall provide professional services to the OWNER in the form of program management, project management and consulting engineering services, from time to time, as requested by OWNER. These services will be provided on a formal (written) or informal (verbal) basis as determined by the circumstances and the wishes of the OWNER. Examples of General Program Management, Project Management and Consulting Engineering Services would include, but not be limited to, the following:
- 1.1.1 Review of existing system data and providing of advice pertaining to City operations, planning, expansion, repair or other matters that may be of concern to OWNER.
 - 1.1.2 Serve as consulting engineer on behalf of the OWNER to various subconsultants as it relates to project planning, scope of work development, work progress oversight, project QA/QC, budget review/management, schedule and construction oversight.
 - 1.1.3 Preparation of engineering studies, alternative evaluations, surveys, reports, cost estimates, financial analysis, or other engineering documents specifically requested by OWNER.
 - 1.1.4 Serve as engineering liaison for the OWNER to various local, state and federal agencies that may have jurisdiction over certain aspects of OWNER'S operations.
 - 1.1.5 Provide other engineering related services as may be requested and authorized by the OWNER.
 - 1.1.6 Track monthly cash flow data for comparison with overall program budgets to evaluate project progress, as necessary.
 - 1.1.7 Provide professional services to the OWNER in the form of general review of plans relating to the development within the City of Griffin.
 - 1.1.8 Plan review utilizing the City of Griffin Development Ordinances and the City of Griffin Zoning Ordinances. Comments will be provided to the design ENGINEER and each impacted ordinance section will be noted.
 - 1.1.9 Review of issues relating to zoning and land use for compliance with applicable

ordinances. Assistance will be provided as requested.

- 1.1.10 Provide construction to ensure that the infrastructure improvements meet City of Griffin's specifications. Services will include construction inspections, compaction test services, testing review and observation, and other services as requested by the OWNER.
- 1.1.11 Attend any meetings as necessary to represent the City of Griffin relating to planning, zoning and development review issues.

2.0 SECTION 2 – BASIC ENGINEERING SERVICES

- 2.1 **Basic Engineering Services.** Include those services normally associated with project management, engineering analysis and engineering design for various projects as requested by the OWNER. Engineering services will typically include, but not be limited, to the following.
- 2.2 **Preliminary Design and Planning Phase.** The ENGINEER shall:
 - 2.2.1 In consultation with OWNER, and on the basis of the available Preliminary Study information, define the project specific objectives, scope of work, schedule, and preliminary budget for projects requested by the OWNER.
 - 2.2.2 Advise OWNER if additional data or supplemental professional services of the types described in this AGREEMENT are necessary, and procure the necessary services.
 - 2.2.3 Prepare preliminary design documents consisting of the following: design criteria, cost estimate information, preliminary drawings, project scope of work development, design schedule and written description of the project.
 - 2.2.4 Provide coordination, permitting, and managerial assistance to the OWNER regarding utility relocation, easements, R/W acquisition, etc. as specifically requested by the OWNER.
- 2.3 **Comprehensive Design Phase.** The ENGINEER shall:
 - 2.3.1 Perform engineering surveys of the construction site to determine horizontal and vertical site data including topography, relevant site elevation data, locations and measurements of existing site conditions that could affect the project.
 - 2.3.2 Represent the OWNER at public hearings and City meetings with applicable regulatory agencies and/or City Council and City Staff.
 - 2.3.3 Preparation of detailed design plans, specifications, documents (a.k.a. Contract

Documents/Bidding Documents) and engineering cost estimates for the project.

- 2.3.4 Oversee the work efforts of the subconsultants as it relates to the overall project objectives, schedule and budget. Technical accuracy and design quality will be the responsibility of the subconsultant unless otherwise stipulated in their contract with the ENGINEER.
- 2.3.5 Advise OWNER of potential adjustments as it relates to total project costs resulting from changes in project scope, extent, character, or design requirements of the project or construction costs.
- 2.3.6 Furnish (as requested) copies of design plans, specifications and documents for approval by the OWNER, his representatives, and applicable regulatory authorities.
- 2.4 **Pre-Construction/Pre-Bid Phase.** The ENGINEER shall:
 - 2.4.1 Pre-qualify, when possible, contractors for bidding the various projects.
 - 2.4.2 Assist OWNER in advertising for and obtaining bids or negotiating contracts for each construction project, and maintain a record of prospective bidders to whom Construction Documents/Bidding Documents have been issued, attend pre-bid conferences and issue Construction Documents/Bidding Documents.
 - 2.4.3 Issue addenda appropriate to interpret, clarify or expand the Construction Documents/Bidding Documents.
 - 2.4.4 Consult with OWNER concerning, and determine, the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Construction Documents/Bidding Documents.
 - 2.4.5 Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. ENGINEER will verify that the contractor's insurance and bonding capabilities meet the OWNER's requirements.
- 2.5 **Construction Phase Services.** The ENGINEER shall:
 - 2.5.1 ENGINEER will arrange a pre-construction conference with the successful bidder to discuss administrative issues associated with the project; establish site safety procedures (where applicable); address project logistics; establish lines of communication; and address other applicable issues as necessary in the interest of construction QA/QC and safety.
 - 2.5.2 ENGINEER will review the CONTRACTOR's work schedule to ensure general

conformance with preliminary schedules developed by the OWNER and ENGINEER. Appropriate modifications will be recommended to CONTRACTOR in an effort to ensure efficiency in the construction process. ENGINEER will notify the OWNER if significant discrepancies exist in the CONTRACTOR's schedule as compared to the agreed upon construction schedule with the applicable parties.

- 2.5.3 ENGINEER shall serve as the OWNER's representative with duties and limitations of responsibility and authority as stated in the general conditions of construction Contract Documents. Except as provided herein or mutually agreed by the parties for any particular project, the "STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT" by Engineers Joint Contract Documents Committee (~~EJCDC No. 1910-8, 1996 edition~~), which by reference is incorporated herein, shall be used. (~~EJCDC No. C-700, 2013 ed.~~) *EC 6/3/14*
- 2.5.4 ENGINEER shall visit the site at regular intervals appropriate to the various stages of construction to observe progress and quality of the CONTRACTOR's work, and shall keep OWNER informed of same.
- 2.5.5 ENGINEER will provide field oversight services for construction related projects. Field reports and other documentation will be compiled as part of the project record. The ENGINEER'S field oversight duties will include:
- a) Conduct field oversight of the work progress and report to OWNER whenever ENGINEER believes that any work is unsatisfactory, defective or does not conform to the Contract Documents.
 - b) Serve as ENGINEER'S AND OWNER'S liaison with Contractor.
 - c) Keep field logs/reports of matters pertaining to the construction work.
 - d) Measure and record quantities of items where Contractor is paid on the basis of actual in-place measurements.
- 2.6 **Interpretations and Clarifications.** ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents/Bidding Documents and in connection therewith prepare work change directives and process CONTRACTOR's change orders as required.
- 2.7 **Shop Drawings.** ENGINEER shall review cut sheets, submittals, shop drawings and other relevant data. ENGINEER shall review shop drawings and other data which CONTRACTOR(s) are required to submit, but only for conformance with the design concept of the project and compliance with the information given in the design plans, specifications and documents. ENGINEER will review and approve CONTRACTOR's shop drawings and provide approved copy of drawing to the OWNER prior to CONTRACTOR notification.

- 2.8 **Schedule Monitoring.** ENGINEER will review and update CONTRACTOR(s) schedule(s) to monitor construction progress and to assist the CONTRACTOR in identifying potential “work arounds” to make up for work delays, change orders, etc. Updated schedules will be provided to the OWNER as necessary unless agreed otherwise.
- 2.9 **Applications for Payment.** ENGINEER will review CONTRACTOR’s applications for periodic payment to verify that amounts requested by the CONTRACTOR agree with actual progress of the work. Approved applications will be submitted to the OWNER for payment.
- 2.10 **Correspondence.** ENGINEER will distribute and maintain project correspondence and documents throughout the construction phase. Schedules for project deliverables will be established and adhered to in order to maintain the overall project schedule(s).
- 2.11 **Contract Closeout.** ENGINEER shall conduct a review of each project phase to determine if the work is substantially complete and a final review of each project phase will be performed to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed).

3.0 SECTION 3 – SUPPLEMENTAL SERVICES

- 3.1 The services listed in this section will be provided to supplement the services outlined in the previous sections. If authorized by the OWNER, ENGINEER will furnish (or utilize the services of subconsultants/subcontractors as necessary) these services under the terms of this AGREEMENT.
- 3.2 Examples of Supplemental Services include, but are not necessarily limited to, the following:
- e) Geotechnical Engineering and Related Services.
 - f) Surveying (i.e. construction staking, property boundary, topographic surveys, easement plats, etc.).
 - g) Environmental Engineering and Assessment Services. (i.e. environmental impact studies, Phase I and Phase II Assessments, etc.).
 - h) Hydrogeology and Geology.
 - i) Geographical Positioning Systems (GPS) Mapping and Geographical

Information Systems (GIS).

- j) Supplemental or Extended Services, made necessary by (1) work damaged by fire or other cause during construction, (2) prolongation of the construction contract period, and (3) default by the Contractor.
- k) Services resulting from significant changes in extent of the project or revision of previously accepted concepts, reports, design plans, specifications or documents when such revisions are due to causes beyond control of ENGINEER.
- l) Resident Inspection for Construction.
- m) Preparation of As-built Drawings, unless required by a specific project TOF.

4.0 SECTION 4 – FEES AND PAYMENTS TO ENGINEER

- 4.1 For general consulting engineering services as outlined in this AGREEMENT, OWNER shall pay ENGINEER the fee documented in the project specific Task Order Forms (TOFs). It is anticipated that professional services will be performed and reimbursed on payment terms agreeable to both parties (i.e. lump sum, hourly, etc.). The proposed unit rates identified for this AGREEMENT are broken out by labor category and are included as ATTACHMENT “A”. Any unique unit rates or costs related to outside subconsultants contracted to the ENGINEER to provide specialized services for specific work tasks will be included in the project specific TOFs. It will be the responsibility of the ENGINEER to periodically update the OWNER regarding incurred fees for the various projects executed under this AGREEMENT as it relates to an estimated project budget in the event that a budget revision is warranted by the work effort undertaken, or anticipated, by the ENGINEER and as agreed to by the OWNER. ENGINEER and OWNER will also periodically review project progress and schedules to ensure timely completion of work.
- 4.2 The labor category unit rates are included in ATTACHMENT “A” and apply to those employees of the ENGINEER who are engaged in providing professional services under this AGREEMENT. In addition to the customary overhead items, the following costs are specifically defined as an overhead charge and there shall be no additional charge for these costs: telephone charges, computer expenses, use of company vehicles, in-house reproduction, photocopying, use of company-owned equipment and routine expendable/office supplies. Direct expenses (including subconsultants hired by the ENGINEER) will be invoiced at cost plus 12% to the OWNER. The ENGINEER stipulates that the labor category billing rates may be revised on an annual basis (April) to account for salary adjustments.

- 4.3 ENGINEER shall submit monthly invoices to OWNER (on or about the first of each month) in summary form and all ongoing project tasks will be included on the summary invoice. OWNER shall make payment to ENGINEER within thirty days from receipt of invoice.

5.0 SECTION 5 – OWNER’S RESPONSIBILITIES

5.1 OWNER shall:

- 5.1.1 Provide all criteria and full information as to OWNER’s requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- 5.1.2 Assist ENGINEER by placing at his disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.
- 5.1.3 Assist/arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 5.1.4 Designate a person (or persons) to act as OWNER’s representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define OWNER’s policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER’s services.

6.0 SECTION 6 – ENGINEER’S RESPONSIBILITIES

- 6.1 **Project Management and Design.** The ENGINEER shall manage and design the work in strict compliance with all applicable laws and in strict compliance with applicable codes. Plans and specifications shall bear the signature and seal of the ENGINEER, which shall be prima facie evidence that the ENGINEER has exercised the degree of skill and professional competence required of professional engineers licensed in the State of Georgia and that the ENGINEER has not practiced beyond the limits of his field of specialty or expertise.
- 6.2 **Standard Professional Services.** The ENGINEER by the execution of this AGREEMENT contracts that he is possessed of that degree of care, learning, skill and ability which is ordinarily possessed by other members of his profession and further contracts that in the performance of the duties herein set forth he will exercise such degree of care, learning, skill and ability as is ordinarily employed by professional engineers licensed to practice in the State of Georgia under

similar conditions and like circumstances and shall perform such duties without neglect, and shall not be liable except for failure to exercise such degree of care, learning, skill and ability. Any other provision of this AGREEMENT to the contrary notwithstanding, the ENGINEER shall not receive any fee on account of increases in cost resulting from change orders necessitated by errors or oversights of the ENGINEER.

- 6.3 **Professional Liability Insurance.** Simultaneous with the execution of this AGREEMENT, and prior to the provision of any professional services by the ENGINEER, and during the entire term of this AGREEMENT, including future renewals thereof, the ENGINEER shall maintain in full force and effect a policy of professional liability insurance from a company authorized to do business in the State of Georgia in limits of \$1,000,000 each claim, \$2,000,000/year aggregate, ~~with \$10,000 per claim deductible.~~ ^{PC} The ENGINEER represents, warrants and covenants that in the event a claim is filed against such policy, the ENGINEER has sufficient unencumbered assets and financial standing to pay in full the maximum deductible per claim. If requested, the ENGINEER shall furnish evidence of said coverage to OWNER in the form of a certificate from the issuing insurance company that the policy is in good standing. If two or more claims are made by ENGINEER against said coverage, at any time relevant to this AGREEMENT, notice of such fact shall be furnished to OWNER in writing, which event shall furnish OWNER the option to terminate this AGREEMENT. As further condition, said policy shall not be canceled, changed, allowed to lapse or allowed to expire until ten (10) days after written notice is given by ENGINEER or OWNER, via certified mail, return receipt requested. ENGINEER shall at all times during the terms of this AGREEMENT, including for four (4) years after the expiration or termination of the AGREEMENT for any reason, maintain continuity of coverage described herein against any liability directly or indirectly resulting from ENGINEER or its employees or its subconsultant's duties in connection with this AGREEMENT, or other acts or omissions of ENGINEER or its respective employees or agents occurring in whole or in part during the term of this AGREEMENT. ENGINEER shall procure continuity coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the effective date of this AGREEMENT or by obtaining an extended recording endorsement with coverages consistent with those described herein.
- 6.4 **Personal Services.** In contemplation that engineering services are personal, the ENGINEER agrees that no change in the business organization of the ENGINEER under which the firm shall perform shall be made during the AGREEMENT term, unless prompt written notice to the OWNER is given, which event shall afford the OWNER the option to terminate this AGREEMENT.
- 6.5 **Approval of Bonds by Bidders.** Inasmuch as the ENGINEER will provide assistance to the OWNER in the bidding and negotiating of water & sewer and public works contracts, for which the successful contractor must present payment

and performance bonds as a condition of the award of such contracts, it shall be the duty of the ENGINEER to verify that the Surety for Contractor's Bonds meets the criteria contained in the General Conditions of the Contract Documents (listed on Federal Register Circular 570) and licensed and in good standing with Insurance Commission of the State of Georgia.

- 6.6 **Compliance with Equal Employment Opportunity Laws and Americans with Disabilities Act.** As a condition for entry of this AGREEMENT, the ENGINEER represents, warrants and covenants that at the time of entry of this AGREEMENT, and during the term thereof, the ENGINEER shall observe and comply with all applicable laws governing equal employment opportunities, including the employment of persons with disabilities, as defined by the Americans with Disabilities Act of 1991. Furthermore, the ENGINEER shall maintain a drug free workplace as required by Georgia law during the term of this AGREEMENT.

7.0 **SECTION 7 – GENERAL CONSIDERATIONS**

- 7.1 **Commencement.** This AGREEMENT will take effect upon delivery of executed AGREEMENT to both parties.
- 7.2 **Term of AGREEMENT.** The initial term of this AGREEMENT shall be from the date of execution by all parties to and including July 1, 2015. Thereafter, unless either party provides at least 30 days prior written notice to the contrary, the AGREEMENT shall automatically renew for increments of one year at each July 1. Either party, upon giving 30 days written notice, may terminate this AGREEMENT at any time without cause. Termination of this AGREEMENT by either party shall not impair or affect whatever rights, including payment for services performed prior to termination either party may have under this AGREEMENT.
- 7.3 **Authorized Representative.** ENGINEER shall designate a person (or persons) to act as ENGINEER's representative(s) with respect to the services to be rendered under this AGREEMENT. Such person(s) shall have complete authority to transmit instructions, receive information, interpret and define ENGINEER's policies and decisions with respect to materials, equipment, elements and systems pertinent to this AGREEMENT.
- 7.4 **Successors and Assigns.**
- 7.4.1 OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of each are bound, to the other party to this AGREEMENT and to the partners, successors, executors administrators, assigns and legal representatives of such other party, in respect to all covenants, AGREEMENTs and obligations of this AGREEMENT.

- 7.4.2 Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other.
- 7.4.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than OWNER and ENGINEER.
- 7.5 **Limitations of Responsibility.** Nothing herein shall be construed as making the ENGINEER responsible for supervising or directing the work of the OWNER, Contractors or others furnishing work related to the project. Nor shall ENGINEER have authority over means, methods, techniques or procedures of construction, or for safety precautions incident to the work of the OWNER, Contractors or other, or for any failure of same to comply with laws, rules or regulations. ENGINEER cannot guarantee the performance of work by Contractors nor assume responsibility for Contractor's failure to perform in accordance with Contract Documents.
- 7.6 **Indemnification.** To the extent allowed by law, if any, the OWNER shall indemnify and hold harmless ENGINEER and all of its personnel from and against any claims, damages, loss and expenses (including attorney's fees) arising out of or resulting from the performance of the services under this AGREEMENT, provided that any such claim, damage, loss or expense is solely caused by the negligent act or omission of the OWNER, its employees or agents (except ENGINEER). The ENGINEER's liability will be limited to the negligence, willful misconduct or omissions of its own employees, agents, subcontractors and subconsultants and ENGINEER shall, and hereby, does indemnify OWNER from the same.
- 7.7 **Re-use of Documents.** All documents including design plans, specifications and documents prepared by ENGINEER pursuant to this AGREEMENT are instruments of service in respect of the project. They are not intended or represented to be suitable for re-use by OWNER or others on extensions of the project or on any other project.
- 7.8 **Controlling Law.** This AGREEMENT is to be governed by the laws of the State of Georgia. The parties hereby agree and stipulate this AGREEMENT was made and entered into in Spalding County, Georgia, which shall be appropriate venue for any action brought relating thereto.
- 7.9 **Severability and Reformation.** Any provision or part thereof of this AGREEMENT held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the

stricken provision.

This AGREEMENT (consisting of twelve total pages) constitutes the entire AGREEMENT between OWNER and ENGINEER and supersedes all prior written or oral understandings between them in respect of the subject matter covered hereby.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER:

City of Griffin, Georgia

ENGINEER:

Burns & McDonnell Engineering
Company, Inc.

By: _____

By: _____

Rowan Collier May 20, 2014
SENIOR VICE PRESIDENT

Attest: _____

Attest: _____



APPROVED AS TO FORM

THIS 2^d DAY OF June, 2014

BY: *Andrew J. Stahler, III*
CITY ATTORNEY



CERTIFICATE OF LIABILITY INSURANCE

12/1/2014

DATE (MM/DD/YYYY)

11/21/2013

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).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1334934 BURNS & MCDONNELL ENGINEERING COMPANY, INC. ATTN: LYNDA LEVAN PO BOX 419173 KANSAS CITY MO 64141-6173	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	
	INSURER B: Westchester Fire Insurance Company	
	INSURER C: Zurich American Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES *+ **CERTIFICATE NUMBER:** 11076205 **REVISION NUMBER:** XXXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	TB2-Z41-432888-033	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	AS2-Z41-432888-043	12/1/2013	12/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	G21986410009	12/1/2013	12/1/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	WC2-Z41-432888-013	12/1/2013	12/1/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	EOC9140546	12/1/2013	12/1/2014	\$1,000,000 EACH CLAIM & IN THE ANNUAL AGGREGATE FOR ALL PROJECTS.

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

CERTIFICATE HOLDER

11076205
FOR INFORMATIONAL PURPOSES

CANCELLATION

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

© 1988-2014 ACORD CORPORATION. All rights reserved.