



CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and A&E Architects, P.C., of 608 N. 29th Street, Billings, Montana, hereinafter referred to as "**CONSULTANT**."

WITNESSETH:

WHEREAS, the **CITY** proposes to secure construction management services for construction of a new public library building and desires to hire **CONSULTANT** as an independent **CONSULTANT** to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.

WHEREAS, the **CITY** has authority to contract for such services, and;

WHEREAS, the **CONSULTANT** represents that he/she is fully qualified to perform such services personally and is in compliance with the Montana Statutes relating to the provisions of such services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE:** **CITY** agrees to hire **CONSULTANT** as an independent contractor to perform the services as described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof. In performing these services, the **CONSULTANT** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. **TERM:** This **AGREEMENT** shall be for a period of three (3) years, from the execution of this **AGREEMENT**. This **AGREEMENT** may be extended for one (1) one year option by mutual agreement of both parties, in writing, thirty (30) days prior to termination.



3. **PAYMENT:** In consideration of the services provided by the **CONSULTANT** under this **AGREEMENT**, the **CITY** agrees to pay **CONSULTANT** a price not to exceed \$209,410.

Payment be invoiced and paid on a monthly basis for percentage of work completed as defined in Exhibit B – Fees attached hereto, and by this reference made a part hereof.

In the event scope of work issues arise, the **CONSULTANT** shall immediately discuss them with the Project Coordinator for the **CITY**. It is understood that the Consultant will not perform any work that the **CITY** deems outside the scope prior to receiving written approval from the **CITY**, and at a rate agreed upon by both parties. Any payment for work not agreed upon by the **CITY** shall be denied.

4. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONSULTANT** is an independent Contractor for purposes of this **AGREEMENT** and is not to be considered an employee of the **CITY** for any purpose. **CONSULTANT** is not subject to the terms and provisions of the **CITY**'s personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONSULTANT** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONSULTANT** and any third parties.

5. **INDEMNITY AND INSURANCE:**

- A. The **CONSULTANT** shall not indemnify, defend, save and hold **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- B. The **CONSULTANT** agrees to indemnify, defend and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **Consultant** or its agents or employees.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both **CITY** and the **CONSULTANT**, the **CONSULTANT** shall indemnify, defend, save, and hold **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CONSULTANT'S** or any subcontractor's wrongful or



negligent acts occurring as a result from the **CONSULTANT'S** performance pursuant to this **AGREEMENT**.

- D. The **CONSULTANT** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONSULTANT** shall furnish the **CITY** with proof of insurance in accordance with this Section.

The **CONSULTANT** shall provide the following insurance:

1. Workers' compensation and employer's liability coverage as required by Montana law.
2. Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
3. Commercial automobile liability -- \$1,500,000 per accident.
4. Professional liability in the amount of \$1,500,000 per claim.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.

In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against **CITY**.

CONSULTANT shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. **CONSULTANT** shall maintain workers' compensation insurance coverage for all members and employees of **CONSULTANT's** business, except for those members who are exempted as independent **CONSULTANTS** under the provisions of §39-71-401, MCA.

CONSULTANT shall furnish **CITY** with copies showing one of the following: (1) proof of registration as a registered Contractor under Title 39, Chapter 9, MCA; (2) a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or (3) proof of exemption from workers' compensation granted by law for independent Contractors.



6. **AGREEMENTS OF CONSULTANT:** As an inducement to the execution of this **AGREEMENT** by the **CITY** and in consideration of the agreements to be performed by the **CITY**, the **CONSULTANT** agrees that:

A. Qualifications

The **CONSULTANT** is qualified to perform the services to be furnished under this **AGREEMENT** and is permitted by law to perform such services, and all personnel engaged in the work shall be qualified and so permitted to do the work they perform.

B. Solicitation of Agreement

The **CONSULTANT** has not employed any person to solicit this **AGREEMENT** and has not made, and will not make, any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this **AGREEMENT**.

C. Facilities and Personnel

The **CONSULTANT** has and will continue to have proper facilities and personnel to perform the services and work agreed to be performed.

D. Subcontracting

None of the work or services covered by this **AGREEMENT** shall be subcontracted without the prior approval of the **CITY**.

E. Affidavits of Compliance

The **CONSULTANT** will, if requested by the **CITY**, furnish the **CITY** affidavits certifying compliance with the provisions of this Section.

7. **AGREEMENTS OF CITY:**

A. To furnish all labor, materials, equipment, supplies, and incidentals necessary to conduct and complete the City of Billings' portion of the project as designated in the scope of work.

B. Name a Project Manager who shall be the liaison between the Consultant and the City of Billings. For this project, the Project Manager for **CONSULTANT** designated is Eric M. Simonsen, Vice President – A&E Architects, P.C. and the



Project Coordinator for CITY designated is Bill Cochran, Director – Parnly Billings Library/City of Billings.

8. NONDISCRIMINATION:

- A. The **CONSULTANT** will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a "qualified individual with a disability" (as that phrase is defined in the Americans With Disabilities Act of 1990). The **CONSULTANT** will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The **CONSULTANT** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The **CONSULTANT** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.
- C. The **CONSULTANT** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONSULTANT** shall include the provisions of Subsections A through C of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such sub-consultant or vendor of the **CONSULTANT** under this **AGREEMENT**.
- E. The **CONSULTANT** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.

- 9. PERMITS, LAWS, AND TAXES:** The **CONSULTANT** shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this **AGREEMENT**. All actions taken by the **CONSULTANT** under this **AGREEMENT** shall comply with all applicable



statutes, ordinances, rules and regulations. The **CONSULTANT** shall pay all taxes pertaining to its performance under this **AGREEMENT**.

10. **NONWAIVER**: The failure of either party at any time to enforce a provision of this **AGREEMENT** shall in no way constitute a waiver of the provision, nor in any way affect the validity of this **AGREEMENT** or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.
11. **DECLARATION OF NO FINANCIAL INTEREST**: The **CONSULTANT** hereby declares that he does not have any interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any property described in Section 1 or in its sale, or any other interest, whether or not in connection with the property, which would conflict in any manner or degree with the performance of the services and the submission of impartial reports, and has not employed and will not employ, in connection with the services to be furnished under this **AGREEMENT**, any person having any such interest. Until the property is acquired by the **CITY** or excluded from its project by resolution of its governing body, the **CONSULTANT** and any employees of the **CONSULTANT**, so long as they are employed by the **CONSULTANT**, will not acquire any such interests and will not, for their own account or for other than the **CITY**, negotiate for any of the property, perform services in connection with the property, or testify voluntarily as a witness in a condemnation or other proceeding with respect to the property.
12. **SUCCESSORS AND ASSIGNS**: This **AGREEMENT** and all of the covenants hereof shall inure to the benefit of and be binding upon the **CITY** and the **CONSULTANT** respectively and his partners, successors, assigns, and legal representatives. Neither the **CITY** nor the **CONSULTANT** shall have the right to assign, transfer, or sublet his interest or obligations hereunder without written consent of the other party.
13. **CHANGES IN WORK**: Any change in the scope of **CONSULTANT'S** services as stated in this **AGREEMENT** for whatever reason, will be negotiated between the **CITY** and the **CONSULTANT** and an amendment to this **AGREEMENT** will be issued with the appropriate change of services and **AGREEMENT** fee noted.
14. **LEGAL RELATIONS**: The **CONSULTANT** shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done.



15. **TERMINATION OF AGREEMENT:** The right is reserved by the CITY to terminate this AGREEMENT at any time upon not less than thirty (30) days written notice to the CONSULTANT.

In the event the CITY terminates this AGREEMENT, the CONSULTANT shall be paid for the amount of work performed or services rendered to date of termination per the AGREEMENT fee.

16. **ENDORSEMENTS:** The CONSULTANT shall furnish signatures, statements, or other suitable means to signify responsible endorsement of work on all reports furnished by him.
17. **OWNERSHIP OF DOCUMENTS:** All information relating to the project and prepared under the terms of this AGREEMENT, including reports, data, recommendations, exhibits, analyses, and plans shall be deemed the property of the CITY. Reproduces of all notes, reports, and plans shall be made available at the CITY'S request. Cost of requested reproduction of documents or provision of electronic CDs shall be reimbursed at direct costs as defined in Exhibit B.
18. **PUBLIC INFORMATION:** The CONSULTANT shall not issue any statements, releases, or information for public dissemination without prior written approval of the CITY.
19. **PROPRIETARY RIGHTS:** If patentable discoveries or inventions should result from work required herein, all rights accruing from such discoveries or inventions shall be the property of the CITY.
20. **RECORDS:** The CONSULTANT shall maintain accounting records and other evidence pertaining to the cost incurred and to make the records available at all times during the AGREEMENT term and for three (3) years from the date of final payment. Such accounting records and other evidence pertaining to the cost incurred will be made available for inspections authorized by the CITY and copies thereof shall be furnished if requested.
21. **ATTORNEY'S FEES AND COSTS:** That in the event it becomes necessary for either Party to this AGREEMENT to retain an attorney to enforce any of the terms or conditions of the AGREEMENT or to give any notice required herein, each party shall be responsible for their own attorney's fees and costs.



22. **LITIGATION LOCATION:** The parties agree that this **AGREEMENT** shall be governed in all respects by the laws of the state of Montana, and the parties expressly agree that venue shall be in the Montana Thirteenth Judicial District County for Yellowstone County and there shall be no other venue for resolution of disputes arising from the **AGREEMENT** or the performance of its terms.
23. **MODIFICATION AND AMENDMENTS:** That any amendment or modification of this **AGREEMENT** or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this **AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF BILLINGS, MONTANA

A&E ARCHITECTS, P.C.

By _____
THOMAS W. HANEL
Mayor

By Eric M. Simonson
Print Name ERIC M. SIMONSON
Print Title managing principal

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney



EXHIBIT A

Scope of Services

Pre-Bid Services

- Review construction design plans and specifications to become familiar with all aspects of the construction Contract Documents.
- Provide comments with regard to constructability of the construction Contract Documents.
- Attend the pre-bid meeting conducted by the Architect for potential contractors.

Construction Services

- Perform on-site daily observations of the progress and quality of the work to ensure that it is in conformance with the Contract Documents.
- Prepare daily, weekly and monthly activity reports with photos and other relevant exhibits documenting performance of the work and review the reports in scheduled meetings with the Library Director.
- Communicate with the Architect and the Library Director on a regular basis to report on project progress and identify issues which may affect construction progress and success. Coordinate with Architect concerning periodic site visits.
- Monitor the Contractor's construction schedules on an ongoing basis and alert the Library Director and Architect to conditions that may lead to delays in completion of the project.
- Create and maintain a photographic record of the project utilizing a digital camera on daily progress throughout the course of construction. Caption and date each digital photograph identifying what it depicts and include photographs in daily reports.
- Maintain a log book of activities at the site, including weather conditions, nature and location of work being performed, and specific observations. Record any occurrence or work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of all visitors to site, their titles and the time and purpose of their visit.
- Monitor Contractor's compliance with Montana prevailing wage requirements and include report on compliance or problems in regular reports to Library Director.
- Maintain records at the construction site in a complete and orderly manner. Include all correspondence, Contract Documents, Change Orders, Construction Change Directives, reports of site meetings, Shop Drawings, Product Data, and similar submittals; supplementary drawings, color schedules, requests for payment; and names, addresses and telephone numbers of the Contractors, Subcontractors and principal material suppliers.
- Observe construction surveying and testing by third parties for compliance with the design specifications prepared by the Architect.



- Assure that as-built documentation is being maintained.
- Attend meetings as directed by the Library Director and report to the Library Director and Architect on the proceedings.
- Review change order requests.
- Review Contractor claims.
- Assist with facilitating the resolution of construction difficulties, including interpretation of documents, encountering unanticipated conditions, or document coordination issues. Communicate with the Architect, Library Director, and Contractor as required for efficient resolution of issues.

Limitations of Authority

The Construction Manager SHALL NOT:

- Authorize deviations from the Contract Documents.
- Approve substitute materials or equipment.
- Personally conduct or participate in tests or third party inspections, unless specifically approved in writing by the Library Director.
- Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors or of the Architect.
- Expedite the work for the Contractor.
- Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the work.
- Issue a Certificate of Payment or Certificate of Substantial Completion.
- Prepare or certify to the preparation of a record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications.
- Reject work or require special inspection or testing without the concurrence of the Architect and the Library Director.
- Order the Contractor to stop the work or any portion thereof.



CONSTRUCTION MANAGEMENT SERVICES PROPOSAL

PROJECT NAME: Parnly Billings Library Construction Management

Date: **4/5/2012**

PROJECT NUMBER: **12036**

Revised 4/19/2012

EXHIBIT B

Items/Tasks/Materials	Staff Personnel	Quantity	Units	Rates \$	Subtotals
1. Constructability Review	Construction Manager	16	HRS.	\$85.00	\$1,360.00
	Principal	16	HRS.	\$150.00	\$2,400.00
2. Daily site visits	Construction Manager	560	HRS.	\$85.00	\$47,600.00
3. Daily photographs	Intern architect	480	HRS.	\$75.00	\$36,000.00
	Construction Manager	80	HRS.	\$85.00	\$6,800.00
4. Weekly Site meetings	Construction Manager	132	HRS.	\$85.00	\$11,220.00
5. Submittal Review	Construction Manager	80	HRS.	\$85.00	\$6,800.00
	Principal	40	HRS.	\$150.00	\$6,000.00
	Interior Architect	40	HRS.	\$85.00	\$3,400.00
6. Bidding Assistance, Analysis, contracts	Construction Manager	30	HRS.	\$85.00	\$2,550.00
7. LEED Design Credit Review/Coordination	Principal	40	HRS.	\$150.00	\$6,000.00
8. Design Committee Meetings (1/month)	Principal	12	HRS.	\$150.00	\$1,800.00
	Construction Manager	12	HRS.	\$85.00	\$1,020.00
9. City Council Meetings	Principal	12	HRS.	\$150.00	\$1,800.00
	Construction Manager	12	HRS.	\$85.00	\$1,020.00
10. Construction Coordination Meetings	Construction Manager	360	HRS.	\$85.00	\$30,600.00
11. City Management Team Meetings (bi-weekly)	Construction Manager	80	HRS.	\$85.00	\$6,800.00
12. Weekly / Monthly Reports to Library Director	Construction Manager	120	HRS.	\$85.00	\$10,200.00
13. Research, Coordination, SD drawings followup	Construction Manager	120	HRS.	\$85.00	\$10,200.00
14. Pay App Review/ recommendation	Construction Manager	36	HRS.	\$85.00	\$3,060.00
15. Change Order Review / Recommendation	Construction Manager	24	HRS.	\$85.00	\$2,040.00
	Interior Architect	12	HRS.	\$85.00	\$1,020.00
16. Punch List Walk Through w/ Architect/Owner	Construction Manager	24	HRS.	\$85.00	\$2,040.00
	Interior Architect	24	HRS.	\$85.00	\$2,040.00
17. Final Review/Project Closeout	Construction Manager	24	HRS.	\$85.00	\$2,040.00
18. LEED Construction Credit Review/Coordination	Principal	24	HRS	\$150.00	\$3,600.00
Subtotal Construction Management Services					\$209,410.00

BILLINGS - MISSOULA

608 North 29th Street, Billings, MT 59101 Phone:(406) 248-2633 Fax: 406-248-2427 www.aearchitects.com

Reimbursable Expenses (at cost)

Mileage	1 Mile	\$0.55
Per Diem	1 Day	\$35.00
Prints: 30x42 oversize	1 EA	\$1.85
Prints: 30x42 oversize-color	1 SF	\$2.00
Copies: 8.5x11 black and white	1 EA	\$0.10
Copies: 8.5x11 color	1 EA	\$1.00
Copies: 11x17 black and white	1 EA	\$0.15
Copies: 11x17 color	1 EA	\$1.50
Compact Disc	1 EA	\$20.00

Total Services This Proposal

\$209,410.00

BILLINGS - MISSOULA

608 North 29th Street, Billings, MT 59101 Phone:(406) 248-2633 Fax: 406-248-2427 www.aearchitects.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2012

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
Hoiness LaBar Insurance
A Member of Payne Financial Group
P.O. Box 30638
Billings, MT 59107-0638

CONTACT NAME:



X IC, No):	
	NAIC #

INSURED
A & E Architects
608 North 29th Street
Billings, MT 59101

*Dear Mary -
Christa Gardner with
Payne Financial will send
you the actual certificate
listing the City of Billings
as additional insured.*

Jennifer M...
enterprise.com

COVERAGES **CERTIFICATE NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR COVERAGE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOW

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLIC		
X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	6802023X05		
A	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>	X	X	BA2024X66812GRP	01/15/2012	01/15/2013
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$10000 OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>			CUP2709X2401247	01/15/2012	01/15/2013
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EIG123652102	02/13/2012	02/13/2013
D	Professional Liability			105563728	02/13/2012	02/13/2013

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T TO ALL THE TERMS,

LIMITS	
	\$1,000,000
100)	\$300,000
100)	\$5,000
JRY	\$1,000,000
GENERAL AGGREGATE	\$2,000,000
PRODUCTS - COMP/OP AGG	\$2,000,000
	\$
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
BODILY INJURY (Per person)	\$
BODILY INJURY (Per accident)	\$
PROPERTY DAMAGE (Per accident)	\$
	\$
EACH OCCURRENCE	\$1,000,000
AGGREGATE	\$1,000,000
	\$
WC STATU-TORY LIMITS	X OTH-ER
E.L. EACH ACCIDENT	\$500,000
E.L. DISEASE - EA EMPLOYEE	\$500,000
E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional insured and waiver of subrogation per form CGD381(9/07).

CERTIFICATE HOLDER

CANCELLATION

"For Informational Purposes Only"

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

Nathan Allie