

# AGREEMENT FOR ARCHITECTURAL SERVICES

## City of Deer Park Emergency Operation Center (EOC) expansion and Police Department (PD) Renovation Final Design Phase

This Agreement is made and entered into in Deer Park, Harris County, Texas on the 6<sup>th</sup> day of April 2021; by and between parties:

**The City of Deer Park**, (“CITY”) a Municipal Corporation in the State of Texas, AND

**Pierce Goodwin Alexander & Linville, Inc.** (PGAL), (“ARCHITECT”) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for architectural services hereinafter set forth in connection with the City of Deer Park Emergency Operation Center (EOC) expansion and Police Department (PD) Renovation Final Design Phase Project (the “project”) for CITY.

CITY retains ARCHITECT to perform architectural services related to the project in return for consideration of payment by CITY under terms and conditions set forth in the articles below.

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## **ARTICLE 1. SCOPE OF SERVICES**

1.1 Scope of Services. ARCHITECT will provide architectural, design, consultation, project management, and other services as required to perform and complete the Scope of Services and Fee Proposal (the "Proposal") (Attachment A) which are part of this Agreement. The Scope of Services (the "Services") and the time schedules set forth in the Proposal are based on information provided by CITY and ARCHITECT. The Services and deliverables listed in the Proposal are essential terms of this Agreement.

1.2 ARCHITECT will complete the following services in addition to the Proposal:

- i. Prepare construction plans and specifications for the proposed project, including all details, ready for construction. The construction plans and specifications will include civil, structural, mechanical and electrical components. ARCHITECT will utilize and make ready any existing City standard details as relative to the project.
- ii. Submit to the CITY for review and comment on submittals of the construction documents, followed by a 100% complete submittal, which addresses all comments.
- iii. Attend meetings with CITY representatives to review submittal phases.
- iv. Submit to the City three (3) sets of final, sealed construction documents and PDF copies of the sealed construction documents digitally (CD, USB drive, email, etc.).
- v. ARCHITECT will provide design and technical support. The scope of this service includes coordination with the CITY on design and construction issues as requested. In addition, ARCHITECT will make visits to the site a minimum number of five (5) times throughout the construction, including a final inspection with City Staff.
- vi. ARCHITECT will formally communicate CITY via e-mail on a weekly and monthly basis on the progress of the project and convey issues with their resolution. In addition to the electronically transmitted progress reports, ARCHITECT will be responsible for preparing as-built drawings based on contractor and CITY comments.
- vii. ARCHITECT will review and advise on any design modification or changes suggested by CITY.
- viii. The 100% Design will include pertinent specifications and complete design plan sheets. All maps and drawings will be completed or converted into AutoCAD when submitted to CITY.

1.3 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by CITY, or if CITY directs ARCHITECT to change the Services shown in proposal, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be negotiated in accordance with the Schedule of Rates (the "Rates") (Attachment B) and executed by CITY and ARCHITECT.

## **ARTICLE 2. COMPENSATION**

2.1 Compensation. ARCHITECT bills for its services based on the Proposal. Additional services based on scope of services change directives from the City will be billed using the Rates as shown in Attachment B of this Agreement. As requested, ARCHITECT has provided a not to exceed fee for the Services amounting to:

**\$384,525 (three-hundred and eighty-four thousand, five-hundred and twenty-five dollars).**

In addition, reimbursable expenses will be billed according to the proposal in the estimated not to exceed amount of: \$5,000 (five-thousand dollars). ARCHITECT will not exceed any of the above amounts without prior approval from CITY. ARCHITECT will notify CITY, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.

2.2 ARCHITECT will submit monthly invoices for Services rendered, and CITY will make payment within thirty (30) days of receipt of ARCHITECT'S invoices. If CITY objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

### **ARTICLE 3. CITY'S RESPONSIBILITIES**

3.1 City's Responsibilities. CITY will designate in writing the person or persons with authority to act on behalf on all matters concerning the services to be performed.

3.2 CITY will furnish to ARCHITECT all existing studies, reports, data and other information available to CITY necessary for performance of the Services, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Services. ARCHITECT will be entitled to use and rely upon all such information and services.

3.3 Where necessary to performance of the Services, CITY shall arrange for ARCHITECT to have access to any site or property.

### **ARTICLE 4. PERFORMANCE OF SERVICES**

4.1 Performance of Services. ARCHITECT's services will be performed within the schedule and time period set forth in Attachment A.

4.2 ARCHITECT shall perform the Services, and any additional services as may be required, for the development of the Project to completion.

4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

### **ARTICLE 5. CONFIDENTIALITY**

5.1 Confidentiality. ARCHITECT will hold confidential all information obtained from CITY, not previously known by ARCHITECT or in the public domain.

### **ARTICLE 6. STANDARD OF CARE AND WARRANTY**

6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.

6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one-year from the date of completion of the services and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming services.

6.3 The foregoing Warranty is the sole and express Warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its services and that the CITY may still retain remedies against ARCHITECT following the expiration of the warranty period in this Agreement, contract, tort, or otherwise, as the law allows.

## **ARTICLE 7. INSURANCE**

7.1 **Insurance.** ARCHITECT will procure and maintain liability insurance coverage as required by law and provide a Certificate of Liability Insurance. At a minimum, ARCHITECT will have the following coverage:

- (1) Workers compensation and occupational disease insurance in statutory amounts.
- (2) Employer's liability insurance in the amount of \$1,000,000.
- (3) Automobile liability in the amount of \$1,000,000.
- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a current Certificate of Liability Insurance (Attachment C) to CITY demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above.

## **ARTICLE 8. INDEMNITY**

8.1 **Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHITECT SHALL INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS, DIRECTORS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, OR OTHER HARM TO THE EXTENT SUCH BODILY INJURY, PROPERTY DAMAGE, OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE INDEMNITOR EXERCISES CONTROL.

8.2 IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECT'S LIABILITY.

8.3. ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

## **ARTICLE 9. OWNERSHIP OF DOCUMENTS**

9.1 **Ownership of Documents.** As long as CITY is current in the payment of all undisputed invoices, all services product prepared by the ARCHITECT, consultants or subconsultants committed by the ARCHITECT or their agent, pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of CITY, subject to the ARCHITECT's reserved rights.

9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT, or its Consultants, to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

## **ARTICLE 10. INDEPENDENT CONTRACTOR**

10.1 **Independent Contractor.** The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the CITY.

## **ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

11.1 **Compliance with Federal, State and Local Laws.** The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

## **ARTICLE 12. SAFETY**

12.1 **Safety.** CITY shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If, within a reasonable time, site operations or conditions are non-compliant with such safety standards, ARCHITECT may, in its discretion, terminate its performance. In termination event, CITY shall pay for services and termination expenses as provided in Article 18.

## **ARTICLE 13. LITIGATION**

13.1 **Litigation.** At the request of CITY, the ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CITY is or becomes a party in connection with the services performed under this Agreement, unless CITY and the ARCHITECT are adverse to one-another in any such litigation.

13.2 Any litigation arising out of this Agreement between CITY and ARCHITECT shall be heard by the State District Courts of Harris County, Texas.

## **ARTICLE 14. NOTICE**

14.1 **Notice.** All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

## **ARTICLE 15. TERMINATION**

15.1 **Termination.** The performance of services may be terminated or suspended by CITY, for any reason. Such termination or suspension shall be subject to notice of CITY's election to either suspend or terminate the Agreement fifteen (15) days prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of services is suspended or terminated and the date upon which such action shall become effective. In the event services are terminated or suspended by CITY prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and, (ii) reasonable services provided to effectuate a professional and timely Project termination or suspension.

**ARTICLE 16. SEVERABILITY**

16.1 Severability. If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full-force and effect, and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 17. WAIVER**

17.1 Waiver. Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

**ARTICLE 18. GOVERNING LAW**

18.1 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

**ARTICLE 19. CAPTIONS**

19.1 Captions. The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect, in any way, the provisions, terms and conditions hereof or their interpretation.

**ARTICLE 20. ENTIRE AGREEMENT**

20.1 Entire Agreement. This Agreement, with its Terms and Conditions, listed in the articles above and attachments represent the entire understanding and Agreement between CITY and ARCHITECT, and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

**Pierce, Goodwin, Alexander & Linville, Inc.  
(PGAL, Inc.)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**The City of Deer Park**

Name: Mr. Jerry Mouton

Title: Mayor, City of Deer Park

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT A:**

## Proposal

March 22, 2021

Mr. Adam Ballesteros, P. E.  
City Engineer  
City of Deer Park  
710 East San Augustine  
Deer Park, TX 77536  
Voice: (281) 478-7244  
Email: [aballesteros@deerparktx.org](mailto:aballesteros@deerparktx.org)

ALEXANDRIA  
ATLANTA  
AUSTIN  
BOCA RATON  
CHICAGO  
DALLAS/FORT WORTH  
DENVER  
HOBOKEN  
HOUSTON  
LAS VEGAS  
LOS ANGELES  
SALT LAKE CITY  
SAN DIEGO

RE: Scope of Services and Fee Proposal  
City of Deer Park EOC expansion and PD Renovation Final Design Phase

Dear Mr. Ballesteros:

The office of PGAL is pleased to present this scope of work and fee proposal for the final design of the EOC expansion and police building renovation in Deer Park, Texas. PGAL has previously completed a pre-design and programming study for the facility and we are now prepared to complete the project providing A/E services for schematic design, design development, construction documentation, bidding and construction administration.

### PROJECT UNDERSTANDING

The City of Deer Park, with the assistance of PGAL, has defined a viable solution to the City's needs, based on the study, completed and presented to council on December 15, 2020. The study identified and illustrated the need for an approximately 8,500 GSF building expansion to include the relocated EOC, dispatch, and associated support spaces as well as renovations to the records and training areas within the existing police department building. The construction cost for the expansion and renovation is estimated to be approximately \$3,300,000.

### SCOPE OF WORK

The previous effort provided a facility program to accurately reflect the needs of the Police department. In the upcoming final design phase of the work PGAL and the A/E team will complete the construction documents for bidding/pricing and provide construction administration services through the completion of the project.

Our consultants for the project will provide civil engineering structural engineering, mechanical electrical and plumbing engineering and landscape design. We have also included basic MEP commissioning based on the requirements of the 2015 IECC as part of the basic services scope of work.



We will provide design for security, telecommunications and audio visual systems. Security system design will include security surveillance cameras, access control devices and associated cabling for the new addition to the building along with records area training room renovations within the existing building. New cameras will be programmed into the new Genetec system. The existing building surveillance camera system and access control system will be reprogrammed to the new Genetec system, and existing cabling and door hardware will be reused within the existing building. We will design and specify the number and locations of telecommunications drops and wireless access points in the new addition and existing building areas to be renovated. Telecommunications equipment racks, grounding, cable management and termination hardware will be specified to meet City of Deer Park – IT standards, including certification of all data lines, and the new telecommunications & radio room will be connected by fiber and copper backbone cabling to the existing. We will coordinate with the Greater Harris County 9-1-1 system administrators to arrange for their equipment to be properly housed in the new telecommunications room based on their standard requirements. Audio/visual systems including equipment, cabling and controls, will be designed and specified for bidding to an audio visual integrator for the new addition and the training room space to be renovated in the existing building. As part of the Audio/Visual scope of work, we will prepare a detailed list of components and equipment needed to describe the overall system and prepare the specification. We will provide this information to the cost estimator for their inclusion in the detailed cost estimate at either the Design Development or 50% CD Phase of the project. If needed more immediately, we can prepare a list of expected costs for the audio/visual system following initial a/v programming meetings.

As requested by the City, the design of a new jail control system with head end located in the new addition IT/Radio/AV room will be included as part of our scope of work. PGAL will coordinate installation and integration of Motorola consoles (radio, controls, viewing, communication, etc.) to function as desired by City of Deer Park Police Department – Dispatch. We will utilize existing cabling, devices, jail doors and hardware, but replace the head end components and programming.

It is anticipated that documentation will be provided for the buildout of all spaces in the EOC, and that the project will be bid out by a Competitive Sealed Proposal delivery method.

## COMPENSATION

As requested, we have provided a lump sum fee:

Design Development (30%)	\$ 109,662
Construction Documents (45%)	\$ 164,493
Bid/Negotiating (5%)	\$ 18,277
Construction Administration (20%)	\$ 73,108
<b>Subtotal (100%)</b>	<b>\$365,540</b>

IECC 2015 Commissioning (Code Required)	\$ 1,500
Geotechnical Investigation & Report	\$ 5,000
Site Survey (area of expansion only)	\$ 7,995
Detailed Cost Estimate Update	\$ 4,490
<b>Subtotal</b>	<b>\$ 18,985</b>

**Total** **\$384,525**

**Reimbursable Expenses:** PGAL would expect to be reimbursed for any out of pocket expenses we incur on behalf of this project, to include, but not limited to, printing, plotting, photography, permits, fees, special handling or delivery, mileage and travel (if necessary). Reimbursable expenses will be billed at our cost and are estimated not-to-exceed **\$5,000** to complete the project through construction.

**Additional Services:** If services other than those described above are requested and approved by the City of Deer Park, they will be billed in addition to the above compensation in accordance with PGAL's personnel rate schedule for 2021. Additional Services include but are not limited to the following:

Any design consultants other than those specifically included  
Design of off-site work  
Design of a traffic signal  
Traffic study  
Energy Code certification  
Acoustical consulting  
Furniture design and specification including dispatch consoles  
Professional renderings, models and computer animations  
Environmental consulting  
Construction materials testing  
Revisions to approved documents  
LEED consulting or certification fees  
Permit fees  
Design of radio/communications system, equipment and tower  
Design of Motorola consoles for dispatch stations

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City of Deer Park – City Engineer  
March 22, 2021  
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Upgrade of surveillance system, software cabling, security cameras in existing building

Design of cell phone booster system for existing building

Design of CATV system for existing building

Design of room technology system for existing building

**Terms:** PGAL will invoice monthly based on a percentage of project completion. Payments are due within thirty (30) days of receipt of invoice.

### **PROJECT SCHEDULE**

PGAL is prepared to deliver this project in accordance with the following schedule:

- |                          |                              |
|--------------------------|------------------------------|
| • Design Development     | Apr 15 – Jun 11, 2021        |
| • Construction Documents | Jun 14 – Sept 23, 2021       |
| • Bid/Negotiating        | Sept 28 – Nov 23, 2021       |
| • Construction           | Dec 12, 2021 – Sept 16, 2022 |

Thank you again for the opportunity to serve the City of Deer Park. PGAL looks forward to the commencement and successful completion of this project. Please contact me at 713-622-1444 should you have any questions or comments regarding this proposal.

Sincerely,



Paul D. Bonnette, AIA  
Principal

CC: Accounting, File – PGAL

# **ATTACHMENT B:**

## Schedule of Rates

**PGAL, INC.**  
**HOURLY RATE SCHEDULE**

<b>DISCIPLINE</b>	<b>RATE</b>
DIRECTOR	\$290.00
PRINCIPAL	\$250.00
PROJECT MANAGER VI	\$245.00
PROJECT MANAGER V	\$225.00
PROJECT MANAGER IV	\$215.00
PROJECT MANAGER III	\$205.00
PROJECT MANAGER II	\$190.00
PROJECT MANAGER I	\$185.00
SENIOR ARCHITECT VI/ DESIGNER VI/ INTERIOR DESIGNER VI/ ENGINEER VI	\$245.00
SENIOR ARCHITECT V/ DESIGNER V/ INTERIOR DESIGNER V/ ENGINEER V	\$225.00
SENIOR ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$210.00
SENIOR ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$200.00
SENIOR ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$175.00
SENIOR ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$165.00
ARCHITECT IV/ DESIGNER IV/ INTERIOR DESIGNER IV/ ENGINEER IV	\$150.00
ARCHITECT III/ DESIGNER III/ INTERIOR DESIGNER III/ ENGINEER III	\$135.00
ARCHITECT II/ DESIGNER II/ INTERIOR DESIGNER II/ ENGINEER II	\$110.00
ARCHITECT I/ DESIGNER I/ INTERIOR DESIGNER I/ ENGINEER I	\$90.00
BIM MANAGER IV	\$165.00
BIM MANAGER III	\$150.00
BIM MANAGER II	\$130.00
BIM MANAGER I	\$110.00
ENGINEER IN TRAINING III	\$135.00
ENGINEER IN TRAINING II	\$115.00
ENGINEER IN TRAINING I	\$105.00
CONSTRUCTION ADMINISTRATOR IV	\$240.00
CONSTRUCTION ADMINISTRATOR III	\$225.00
CONSTRUCTION ADMINISTRATOR II	\$200.00
CONSTRUCTION ADMINISTRATOR I	\$190.00
CONSTRUCTION INSPECTOR	\$170.00
PROJECT ADMINISTRATOR IV	\$140.00
PROJECT ADMINISTRATOR III	\$130.00
PROJECT ADMINISTRATOR II	\$110.00
PROJECT ADMINISTRATOR I	\$90.00
ADMINISTRATOR III	\$80.00
ADMINISTRATOR II	\$70.00
ADMINISTRATOR I	\$60.00

RATES INCLUDE ALL MARKUPS FOR OVERHEAD/ BURDEN/ FEES/ ETC./ AND WILL REMAIN IN  
EFFECT UNTIL DECEMBER 2021.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as [architects/landscape architects/registered interior designers] in Texas." Also required is the Board's mailing address and phone number, which are: 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701 and 512-305-9000.

# **ATTACHMENT C:**

## Certificate of Liability Insurance

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2020

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 have **ADDITIONAL INSURED** provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Southwest</b> <b>9811 Katy Freeway, Suite 500</b> <b>Houston, TX 77024</b> <b>713 490-4600</b>	<b>CONTACT NAME:</b> Shelly Brandman/Michelle Weweh <b>PHONE (A/C, No, Ext):</b> 713 490-4600 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> shelly.brandman@usi.com														
<b>INSURED</b> <b>Pierce Goodwin Alexander &amp; Linville, Inc</b> <b>PGAL, Inc.; PGAL, LLC</b> <b>3131 Briarpark Drive, Suite 200</b> <b>Houston, TX 77042</b>	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 453">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1563 453">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 453 1433 483">INSURER A : Continental Casualty Company</td> <td data-bbox="1433 453 1563 483">20443</td> </tr> <tr> <td data-bbox="816 483 1433 512">INSURER B : Continental Insurance Company</td> <td data-bbox="1433 483 1563 512">35289</td> </tr> <tr> <td data-bbox="816 512 1433 541">INSURER C : Valley Forge Insurance Company</td> <td data-bbox="1433 512 1563 541">20508</td> </tr> <tr> <td data-bbox="816 541 1433 571">INSURER D : Berkley Insurance Company</td> <td data-bbox="1433 541 1563 571">32603</td> </tr> <tr> <td data-bbox="816 571 1433 600">INSURER E : Transportation Insurance Company</td> <td data-bbox="1433 571 1563 600">20494</td> </tr> <tr> <td data-bbox="816 600 1433 634">INSURER F :</td> <td data-bbox="1433 600 1563 634"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : Continental Insurance Company	35289	INSURER C : Valley Forge Insurance Company	20508	INSURER D : Berkley Insurance Company	32603	INSURER E : Transportation Insurance Company	20494	INSURER F :	
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## COVERAGES

## CERTIFICATE NUMBER:

## 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
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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6043241375	08/12/2020	08/12/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6043241330	08/12/2020	08/12/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000			6043241361	08/12/2020	08/12/2021	EACH OCCURRENCE \$14,000,000 AGGREGATE \$14,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	643241344	08/12/2020	08/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability			AEC903876906	08/12/2020	08/12/2021	\$5,000,000 Per Claim
E	Workers Comp - CA			643241358	08/12/2020	08/12/2021	\$5,000,000 Annl Aggr. See Description

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

California Workers Compensation:

Each Accident Limit: \$1,000,000


Policy Limit: \$1,000,000

Each Employee Limit: \$1,000,000

(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Clty of Deer Park</b> <b>710 E. San Augustine</b> <b>Deer Park, TX 77536-0000</b>	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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## DESCRIPTIONS (Continued from Page 1)

All policies listed (except for Work Comp and Professional Liab) include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only regarding work performed on behalf of the named insured.

Coverage provided on the General Liability is primary and non-contributory if required by written contract executed prior to a loss.

All policies listed provide a Blanket Waiver of Subrogation as required by written contract executed prior to a loss, except as prohibited by law.

All policies listed include an endorsement providing that 30 days notice of cancellation for reasons other than nonpayment of premium and 10 days notice of cancellation for non-payment of premium will be given to the Certificate Holder by the Insurance Carrier, if required by written contract.

The Umbrella Liability policy follows form to the underlying General and Automobile Liability, and Workers Compensation policies.

Insured does not own any autos.