

Purchasing

CCAK  
8/17/11

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND**

**RONALD K. BUTCHER T/A RONALD K. BUTCHER & COMPANY**

**THIS CONTRACT** is made effective this **17th** day of **August, 2011**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as "**County**", and **RONALD K. BUTCHER T/A RONALD K. BUTCHER & COMPANY, SP**, (a New Jersey Corporation), with offices at 135 W. Jersey Avenue, Pitman, NJ 08071, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for services regarding negotiations with property owners relative to the acquisition by the County of Road Easements, Drainage Easements, Sight Easements and such other Property Interests, on an as-needed basis; and

**WHEREAS**, Contractor represents that he is qualified to perform said services, and desires to so perform pursuant to the terms and provisions of this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

1. **TERM**. This Contract shall be effective for the period commencing **August 19, 2011** and concluding on **August 18, 2012**.
2. **COMPENSATION**. Contractor shall be paid a minimum amount of Zero (\$0.00), and a maximum amount not to exceed Thirty Thousand Dollars (**\$30,000.00**), based on the rate schedule, and hourly rates, as set out in the Contractor's Proposal to RFP-011-047 dated July 15, 2011 (hereinafter the "Proposal").

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever under this Contract.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Proposal and the **RFP-011-047** issued by the County (hereinafter the "RFP"), both of which are incorporated herein in their entirety by reference, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the RFP, which are incorporated herein by reference.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are

necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions, if any, set forth in the RFP.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by

virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates

of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information,

reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

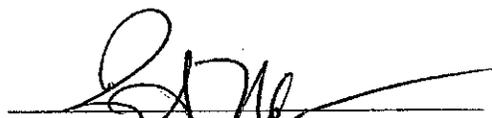
21. **CONTRACT PARTS.** This Contract consists of this Contract document, the RFP, and the Proposal, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the RFP, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the RFP and the Proposal, then this Contract and the RFP shall prevail.

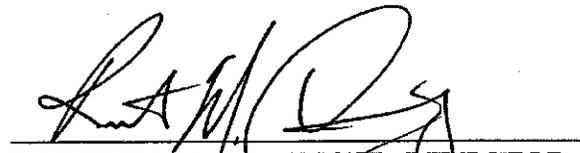
**THIS CONTRACT is effective as of this 17<sup>th</sup> day of August, 2011.**

**IN WITNESS WHEREOF**, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**COUNTY OF GLOUCESTER**

**ATTEST:**

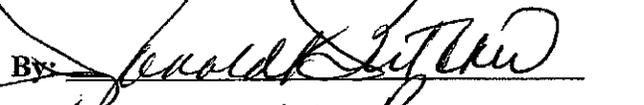
  
\_\_\_\_\_  
**ROBERT N. DILELLA, CLERK**

  
\_\_\_\_\_  
**ROBERT M. DAMMING, DIRECTOR**

**ATTEST:**

  
\_\_\_\_\_  
**Deborah Butcher**

**RONALD K. BUTCHER T/A  
RONALD K. BUTCHER & COMPANY**

**By:**   
\_\_\_\_\_  
**RONALD K. BUTCHER**  
(Please Print Name)

**Ronald K. Butcher  
135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856**

**Proposal To Perform Professional Services As  
Real Property Purchase Negotiator  
County of Gloucester  
RFP-011-047  
For the Contract Term Of One Year  
2011-2012**

**Submitted  
July 15, 2011**

**Reply to RFP "Standard Requirements of Technical Proposal"**

- A. The name of the proposer, the principal place of business and, if different, the place where the services will be provided.

Ronald K. Butcher, Proprietor  
Ronald K. Butcher & Company  
135 W. Jersey Avenue  
Pitman, NJ 08071  
(856) 582-8856

- B. The age of the proposer's firm and the average number of employees over the past three years.

Ronald K. Butcher, as an individual, will provide the services proposed. He has conducted this type of business since 1979.

- C. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.

Ronald K. Butcher holds a Ph.D. from the University of Michigan and a real estate brokers license issued by the State of New Jersey. He has held a real estate salesperson or brokers license since 1979, and was formerly licensed as a New Jersey real estate appraiser. He has over 30 years of professional training and experience in either real estate, contracts, condemnation and negotiations; and, he has served as the right-of-way negotiator for the County of Gloucester since 1988.

- D. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed.

Right-of-way negotiator for the County of Gloucester, 1988 to present  
(Gloucester County Administrator's Office).  
Eminent Domain Appraiser for the County of Gloucester, 1988 to 1993  
(Gloucester County Administrator's Office).  
Real estate consultant and broker-associate (Various Clients)

- E. A detailed plan for providing the proposed services.

All negotiations will comply with N.J. Statutes and N.J. Administrative Code addressing the topics of condemnation and Eminent Domain, in that negotiations are part of Eminent Domain proceedings. Court cases applicable to the Eminent Domain requirement to "negotiate in good faith" will also be considered during this process. The guidelines printed by various agencies, such as the N.J. Department of Transportation; and various organizations, such as affiliates of the N.J. Bar Association, will be used while providing the proposed services.

In general, the document presented as "Addendum A" outlines steps developed by Ronald Butcher to be used during the negotiation process.

- F. Proof of professional liability insurance.

Proof is provided as an attachment to this application.

- G. Proof of any necessary professional license or certification from the State of New Jersey for all professionals assigned to the engagement.

No license is required for this service; however, Ronald K. Butcher is a licensed N.J. real estate broker.

- H. Statement that the firm has Workers' Compensation and Employer's Liability Insurance in accordance with New Jersey law.

Not Applicable, as the service is being provided by a sole proprietor.

- I. Statement that neither the firm nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

Ronald K. Butcher has not been disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.

- J.** A description of the proposer's office location and an explanation of the proposer's availability for meetings, conferences, training and emergency response at the County's facilities.

The proposer has a private office in Pitman (address listed above), and is available for need meetings, etc in Gloucester County. Compliance with "J" as the right-of-way negotiator has been satisfactorily accomplished since 1988.

- K.** An Affirmative Action Statement (copy of form attached).

Completed Form Attached

- L.** A completed Non-Collusion Affidavit (copy of form attached).

Completed Form Attached.

- M.** A completed Owner Disclosure Statement (copy of form attached).

Completed Form Attached

- N.** A statement that the proposer will comply with the General Terms and Conditions required by County and enter into the County's standard Professional Services Contract.

Ronald K. Butcher will comply with Item "N", and has done so in the past as right-of-way negotiator.

- O.** A copy of the proposer's Business Registration Statement.

Copy attached as applicable to the company, Addendum B: no such statement is required of individuals.

- P.** A representation that all services will be performed within the United States of America.

All services will be performed within the United States of America.

## Reply to RFP "SPECIALIZED REQUIREMENTS OF TECHNICAL PROPOSAL"

A. The negotiator must demonstrate the ability to:

--Negotiate with property owners on behalf of the County of Gloucester for Projects involving the purchase of land by the County for Road Easements, Drainage Easements, Sight Easements and property purchases on an "as needed" basis for the Gloucester County Engineering Department.

--Conduct bona fide negotiations until a settlement is reached or a complaint is filed for condemnation pursuant to NJSA 20:3-6 et seq. and relevant New Jersey case law.

--Be available to the County, if needed, for litigation preparation and testimony.

Ronald K. Butcher, serving as the right-of-way negotiator for the County of Gloucester since 1988, has successfully negotiated hundreds of agreements such as those referenced above. During this period, only one case was referred back to Ronald Butcher by the courts for further negotiations, and that easement/deed was successfully obtained during a second round of negotiations. In general, only a limited number of the negotiation projects he has been responsible for have gone to court for condemnation, and most have been successfully negotiated.

B. Proposers should submit a cost proposal which would include any proposed retainer, the services to be provided for the retainer and hourly billing rates.

No retainer is proposed herein, and all invoices will be based upon a combination of flat-fee and hourly billing rates. Flat-fee rates are \$750 for a standard negotiation package, and hourly billing rates apply to all additional time and services. Hourly rates are \$95.00 per hour for in-office services and \$110.00 per hour for out-of-office services.

A standard negotiation package (\$750.00) includes tasks listed in Addendum A: an initial meeting with the County Engineer to review project plans, a review of the appraisal, contacting the property owner via certified and regular mail twice (once to review the project and the second to comply with applicable laws), meeting with the property owner to explain plans and process details, negotiate in good faith, obtain signature(s) on the agreement, notarizing document and forwarding document to the County Engineer for processing. All other activities and services are billed at the above listed rates.

RESPECTFULLY SUBMITTED  
BY

A handwritten signature in cursive script, appearing to read "Ronald K. Butcher". The signature is written in dark ink and is positioned above a horizontal line.

Ronald K. Butcher, 7/15/11

ADDENDUM "A"  
ROAD EASMENT NEGOTIATIONS  
NEW PROCESS AS OF JANUARY 2005

1. When Engineering has plans that are either final or very near final, Ron will be brought into the process and will participate in a briefing meeting with staff.
2. Copies of the GPPM will be given to Ron and he will advise property owners in writing of the negotiation process. This correspondence will include a copy of the existing GPPM, and it will be sent via Certified and Regular mail. The letter will request a return reply by a specific date.
3. Ron will begin negotiations with owners regarding the project, except price and offer, primarily for the purpose of identifying and resolving issues at this stage of the process.
4. When appraisals are received by Engineering, Ron will be given copies for distribution to owners along with final copies of the GPPM.
5. Ron will begin the timed aspects of negotiations by sending owners a letter with the formal offer for the taking. The owner will also be provided with a copy of the GPPM and the appraisal. The letter should advise the owner that they have a specific date, which at minimum is 14 days from receipt of this package, by which to respond. This package must be sent via Certified Mail, and a copy of the letter also sent via regular mail.
6. Ron will negotiate this matter during the 14 day period and will retain notes regarding the process.
7. If Ron does not get a reply from the owner, a second request will be sent via Regular Mail.
8. When agreements are signed, Ron will forward them along with an applicable receipt to Engineering for processing.
9. If agreements are not signed and negotiations fail, Ron will notify Emmett in writing and advise that he should file a Condemnation Complaint. Emmett should receive a copy of the letter that includes the formal offer, an original copy of the agreement that needs to be signed, and a copy of the Certified Mail receipt. Emmett should also be advised in the letter of the reason negotiations were unsuccessful.
10. If the owner decides to sign the agreement after it has been forwarded to Emmett for condemnation, the owner will be referred to Emmett so an appointment can be made to obtain needed signatures. The Condemnation Complaint process will continue unless Emmett believes there is reason to put it on hold.

PART 1. DECLARATIONS PAGE

Policy No. MCN000014991101 Renewal of No. MCN000014991001

IN RETURN FOR THE PAYMENT OF THE PREMIUM, THE COMPANY AGREES WITH THE INSURED TO PROVIDE INSURANCE UNDER THE PROVISIONS IN THIS POLICY.

Item 1. Named Insured and Mailing Address:  
Ronald K. Butcher  
135 West Jersey Avenue  
Pitman, NJ 08071

Item 2. Policy Period: From January 16, 2011 To January 16, 2012  
Inception Date Expiration Date  
12:01 A.M. Standard Time at the Mailing Address stated in Item 1.

Item 3. Retroactive Date: January 16, 2010  
IF NO DATE IS STATED HERE, COVERAGE DOES NOT APPLY TO WRONGFUL ACTS COMMITTED PRIOR TO THE INCEPTION DATE STATED IN ITEM 2. ABOVE.

Item 4. Schedule of Insured Services:  
Negotiation of real estate easements for others.

Item 5. Limit of Insurance: a. \$ 1,000,000 Each Wrongful Act  
b. \$ 1,000,000 Total Limit of Insurance

Item 6. Retention: \$ 2,500 Each Wrongful Act

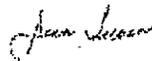
Item 7. Premium: \$ 1,500.00

State Surcharge/Tax: \$ 13.50

Item 8. Form(s) and Endorsement(s) made a part of this policy at time of issue:  
AXIS PRO Miscellaneous Professional Liability Insurance Policy - MLEO 1001 (10-06)  
1. Extended Reporting Period Option Endorsement - ML-112  
2. New Jersey Change Endorsement - MLNJ-01 (3-09)  
3. Real Estate Agent/Broker Change Endorsement - ML-15A (7-07)

Countersigned at Kansas City, Missouri

By:



Date January 19, 2011

Authorized Representative