



## AGREEMENT BETWEEN OWNER AND THE CONSULTANT

FOR THE FOLLOWING PROJECT:

City Hall Feasibility Study

#DSB-17-01

OWNER:

The City of Fitchburg  
166 Boulder Drive, Suite 108  
Fitchburg, Massachusetts 01420

CONSULTANT:

Lamoureux Pagano & Associates  
108 Grove Street, Suite 300  
Worcester, Massachusetts 01605  
508-752-2831

This Agreement is made between the City of Fitchburg, Massachusetts, and Lamoureux Pagano & Associates on this 8<sup>th</sup> day of March, 2017.

The scope of services is set forth in the Procurement Documents, which are attached and made a part of this Agreement.

#### **ARTICLE 1      DEFINITION OF TERMS**

1.      **GENERAL LAWS** – The General Laws of the Commonwealth as amended including any rules, regulations and administrative procedures implementing said laws.
2.      **CONSULTANT** – The individual or firm performing professional services under this Agreement.
3.      **PRINCIPALS** – The registered professional Architects or Engineers
4.      **NOTICE TO PROCEED** – Written communication from the Awarding Authority, constituting an essential condition of this Agreement, authorizing the Designer to perform services for the project phase to which such Notice shall relate. Notice to Proceed shall include the basis for compensation, fixed limit cost, if any, and may include the time of submittal. Subsequent written communications amending the Notice to Proceed are required to change either a submittal date or the fixed limit cost. Proceeding with various phases of contract work is contingent upon the Awarding Authority or its designees' satisfaction with and acceptance of services performed for each phase.
5.      **SUBMITTAL DATES** – Dates referred to in the Notice to Proceed or any subsequent amendment thereto.
6.      **AWARDING AUTHORITY** – Board, commission, agency or department having authority to award design contracts in connection with the Project.
7.      **OWNER** – The City of Fitchburg acting by its Mayor.
8.      **AMENDMENT TO THE AGREEMENT** – A written document incorporating additional services into this Agreement. The Amendment(s) shall include as a minimum a complete description of tasks to be performed by the Consultant, the fee for services, the time for completion and a list of deliverables, if applicable.
9.      **APPROVAL OF THE OWNER** – A written communication from the Owner to the Consultant expressing the Owner's approval of work performed by the Consultant. Approval shall not be construed to relieve the Consultant from any liability, obligation or duty under this Agreement.

#### **ARTICLE 2      CONSULTANTS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNMENTS**

1.      The Consultant shall not employ additional consultants not named in the proposal(s) nor sublet, assign or transfer any part of his services or obligations under this Agreement without prior approval and written consent of the Owner. The Owner shall not unreasonably withhold such approval. Written consent shall not in any way relieve the Consultant from his responsibility for the services and the coordination and oversight of all data, designs, drawings, specifications, estimates and other work or materials furnished by the Consultant or their consultants. Assignment or transfer of services or obligations included in the Agreement by the Consultant require a written amendment, signed by all parties to the Agreement.
2.      The written consent shall not in any way relieve the CONSULTANT from his responsibility for the professional and technical accuracy and the coordination of all data, design drawings, specifications, estimates and other work or materials furnished.
3.      Except as otherwise provided in this Agreement, or authorized by the Owner, the Consultant shall employ within the basic fee for this project the following consultants where their specific services are

required: Architect, Structural Engineer, Civil Engineer, Sanitary Engineer, Mechanical Engineer, Landscape Architect, Cost Estimator, Electrical Engineer, and any other consultant specifically listed in the project specifications. Consultants must be registered in their respective disciplines if registration is required under the applicable General Laws.

### **ARTICLE 3      EXISTING PLANS, SURVEYS, TESTS, AND OTHER DATA**

1. The Owner shall furnish to the Consultant all available plans and specifications of existing infrastructure, facilities and/or structures, reports, evaluations and all documentation and data related to the project. Data may consist of historical drawings, construction records and records of existing conditions available from the Owner's records.
2. The Owner shall furnish to the Consultant all available surveys of the project site, showing grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and controls of the site; reports from any borings, test pits, chemical, mechanical or other tests, any photographs and information as to water, sewer, electricity, steam, gas, telephone and other services.
3. The Consultant shall be entitled to use documents and information the Owner provides, however the Owner does not warranty or guaranty the accuracy or completeness of any document or information provided.

### **ARTICLE 4      TIME RECORDS AND LAWS AND AUDITS**

1. The CONSULTANT shall cause to be maintained complete, accurate and detailed records of all time devoted to the project by the CONSULTANT.
2. The OWNER may at all reasonable times audit such records.
3. The CONSULTANT shall comply with Massachusetts General Laws Chapter 30, Section 39R, which requires the CONSULTANT to maintain accurate and detailed accounts for a six year period after the final payment; file regular statements of management concerning internal auditing controls; and file an annual audited financial statement.

### **ARTICLE 5      NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

1. The CONSULTANT shall comply with all Federal and State regulations and executive orders prohibiting discrimination and providing for equal opportunity.

2. The CONSULTANT, with regard to the work performed by him during the contract, shall not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of Subcontractors including procurement of materials and leases of equipment. Minority business enterprises shall have the maximum opportunity to participate in the performance of contracts financed under this project.

### **ARTICLE 6      PROFESSIONAL RESPONSIBILITY AND SERVICES TO BE PERFORMED**

1. The proposal of Lamoureux Pagano dated January 11, 2017 is hereby incorporated into this Agreement and is included as an Exhibit to the document. The terms and conditions of the proposal state the type and level of services the CONSULTANT shall perform in conjunction with this

Agreement.

2. The A/E Fee Proposal dated 1 February 2017 for the Fitchburg City Hall Study, Fee Proposal Amendment dated 3 February 2017 for the Bank of America building are hereby incorporated into this Agreement and are included as an Exhibit to the document.
3. The CONSULTANT shall be responsible for the professional and technical accuracy and the coordination of designs, drawings, specifications, estimates, permits and other work furnished by him and shall meet the approved schedule and submittal dates established during the course of this Agreement. The CONSULTANT shall meet requirements and mandates of all Commonwealth of Massachusetts and Federal laws and regulations as they relate to the project.
4. The CONSULTANT shall furnish appropriate competent professional services for the work contracted so that detailed checking or reviewing by the OWNER is not necessary. Any changes, corrections, additions or deletions made by the OWNER shall be incorporated into the design of the project unless the CONSULTANT provides detailed justification as to the reason the correction, addition or change cannot be incorporated into the design and such reason is accepted by the OWNER.
5. The work performed by the CONSULTANT shall conform to the professional standard of care and practice customarily expected of those engaged in performing comparable work, the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them, and the recommendations, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment.
6. The CONSULTANT shall abide by and thoroughly acquaint his employees, consultants and subconsultants with the provisions of the Commonwealth of Massachusetts General Laws including but not limited to statutes governing public construction projects and designer services.
7. Neither the OWNER's review of, approval or acceptance of, nor payment for, any of the services furnished, shall be construed to operate as a waiver of any rights or cause of action the OWNER may have under this Agreement.

#### **ARTICLE 7      TIMELINES AND CONTRACT PERIOD**

1. The CONSULTANT shall submit to the OWNER a final report for review of the City Hall Building Committee and Mayor on or before August 15, 2017. CONSULTANT shall be prepared to make a formal presentation to the City Council at a date to be determined, following acceptance by the Building Committee and Mayor.
2. This Agreement shall remain in effect from date of award through the completion of the work under this Agreement, except as terminated as defined in this Agreement.

#### **ARTICLE 8      ADDITIONAL SERVICES**

When approved by the OWNER, Article 9 services related to the project identified herein shall be added to the scope of services in writing and signed by all parties to the Agreement.

#### **ARTICLE 9      PAYMENTS TO THE CONSULTANT**

1. The CONSULTANT shall be compensated by the OWNER in accordance with the lump sum fee for this project. The fee is \$78,600.00 for the base project at 718 Main Street. The CONSULTANT shall be compensated by the OWNER for an additional lump sum fee of \$7000.00 for the potential inclusion of the Bank of America building at 700 Main Street, should the OWNER obtain this property as part of a future City Hall campus.
3. The CONSULTANT shall submit a monthly invoice for services rendered during the previous thirty day period for review and approval.

The amount of the progress payment shall be based upon the CONSULTANT's services rendered to date, as approved by the OWNER, and shall conform to the limits established in the Contract Agreement. Payment shall be due to the CONSULTANT within thirty (30) days of submittal to the OWNER.

3. The CONSULTANT shall not exceed the stated level of effort, scope or fee established in the Amendment to the Agreement for the project. Prior written authorization by all parties to the contract, in the form of a written amendment is required for any change in the scope of work or fee.

The OWNER will not be responsible for payment of any services or fees which are not explicitly approved by Amendment to the Agreement

#### **ARTICLE 10     RESPONSIBILITIES OF THE OWNER**

1. The OWNER shall:
  - a. Furnish required information and render approvals and decisions as expeditiously as possible for the orderly progress of the work.
  - b. Schedule and coordinate meetings and facilitate communications between the CONSULTANT and the OWNER.
  - c. Provide available data consisting of records, drawings and other documents.
  - d. Review, comment and propose revisions to documents provided by the CONSULTANT, returning all comments to the CONSULTANT in a timely manner and within any deadlines stated.
  - e. Provide prompt written notice to the CONSULTANT, if the OWNER observes or becomes aware of any fault or defect in the project, or nonconformance with the contract documents.
  - f. For the purposes of facilitating the gathering of information for design purposes in the most efficient manner, the OWNER shall permit the CONSULTANT's staff reasonable access to, and use of the OWNER'S computers, scanners, telephones, and copiers, provided such access does not interfere with normal business operations.
  - g. Meet with the CONSULTANT to provide and exchange data throughout the duration of the project.

#### **ARTICLE 11     TERMINATION OF THE AGREEMENT**

1. The OWNER may terminate this contract at any time by written notice to the CONSULTANT. All payment and reimbursement due to the CONSULTANT, up to the date of termination, shall be paid to the CONSULTANT by the OWNER. Such payment shall not exceed the fair value of the work performed to the date of such termination.
2. By written notice to the OWNER, the CONSULTANT may terminate this contract, if the OWNER within sixty days following written notice to the OWNER from the CONSULTANT of any default by the OWNER under this Agreement, shall have failed to remove such default. Upon any such termination by the CONSULTANT all payment and reimbursement due to the CONSULTANT in accordance with the terms of the Agreement up to and including the date of termination shall be paid to the CONSULTANT by the OWNER. All records and documents prepared by the CONSULTANT with OWNER funds, under this agreement, shall become the property of the OWNER, upon final payment of CONSULTANT's invoices.
3. All documents prepared by the CONSULTANT in conjunction with this contract, including but not limited to, plans, specifications, cost estimates and grant related documents shall be the property of the OWNER. The CONSULTANT shall not be responsible for any claims or damages, which may occur by virtue of use of incomplete documents by the OWNER. The CONSULTANT shall not be responsible for any claims or damages, which may occur by virtue of the use of the documents for any purpose other than that for which they were intended.
4. In the event of termination for reasons other than breach of this Agreement by the CONSULTANT, the CONSULTANT shall be paid for services performed up to the date of termination. Any additional costs associated with bringing the project to conclusion shall be submitted by the CONSULTANT to the OWNER for prior approval.

## **ARTICLE 12    INSURANCE**

1. The CONSULTANT shall provide and maintain such insurance, at its expense, that shall protect the CONSULTANT from claims which may arise out of or result from the CONSULTANT's operations. At a minimum, such insurance shall be of the type(s) and at the limits as follows.

The terms of insurance, limits and coverage are non-negotiable.

a.     **Worker's Compensation Insurance:**

Statutory Limits established by the Commonwealth of Massachusetts. Individuals, sole proprietors, including owner operators and partners, businesses, corporations, LLC's or any entities engaged in an employer/employee relationship shall obtain workers compensation insurance and provide evidence of such coverage. Coverage shall extend to individuals employed by the consultant and/or performing work in conjunction with the contract.

b.     **Employers Liability Insurance:**

Employer's Liability Insurance in the amount of \$1,000,000 Bodily Injury per Accident, \$1,000,000 Bodily Injury by Disease, each employee and policy limit.

c.     **General Liability Insurance:**

Commercial general liability insurance on an occurrence basis with limits not less than a combined single limit per occurrence of \$1,000,000; \$1,000,000 aggregate for products/completed operations; \$1,000,000 per person for personal/advertising injury; and \$2,000,000 general aggregate. General liability policies shall not contain a deductible and this shall be clearly evidenced on the certificate of insurance. A waiver of subrogation shall be included in the policy.

a. Automobile Liability Insurance:

Automobile liability, \$1,000,000, combined single limit per accident for bodily injury and property damage liability. Coverage shall be provided for all owned, hired and non-owned vehicles and shall be evidenced on the certificate.

2. Insurance Certificates

The CONSULTANT shall furnish one Certificate of Insurance, in original form acceptable to the Chief Procurement Officer within five (5) business days from the date of request. The CONSULTANT's insurance provider shall email original insurance certificates with an electronic signature to [mdelaney@fitchburgma.gov](mailto:mdelaney@fitchburgma.gov).

Electronic signatures of the insurance agent's authorized representative are acceptable; stamped signatures are not. If the provider does not provide certificates electronically, an original certificate is acceptable and shall contain an original, handwritten signature.

Certificates shall evidence each type of insurance, insurance company, policy number, amount of coverage, the effective and expiration dates of each policy and the NAIC number assigned to the insurance company. Deductibles and/or self-insured retentions will not be accepted.

Certificate Holder shall be: Office of the Chief Procurement Officer, Fitchburg Municipal Offices, 166 Boulder Dr., Suite 108, Fitchburg, MA 01420 shall be named as the certificate holder.

The Description of Operations shall include the project title: Old City Hall Feasibility Study.

The City of Fitchburg, its employees, agents and representatives shall be named as additional insured with respect to all coverage, except workers compensation.

Companies providing insurance coverage shall be licensed to transact business in the Commonwealth of Massachusetts

3. Notice of Cancellation and Material Change:

Insurance purchased and maintained by the CONSULTANT shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty days prior written notice has been provided to the Certificate Holder.

**ARTICLE 13      RELEASE AND DISCHARGE**

The acceptance by the CONSULTANT of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONSULTANT, except for those written claims submitted by the CONSULTANT to the OWNER prior to or with the CONSULTANT's final invoice. No payment, however, final or otherwise shall operate to release the CONSULTANT or its surety from any obligations under this Agreement.

#### **ARTICLE 14      INDUCEMENT FOR AWARD OF CONTRACT**

In accordance with G.L. Chapter 7, Section 38H(e), the CONSULTANT shall further certify that he/she has not given, offered or agreed to give, any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the Contract for Professional Design Services; no consultant to, nor subcontractor for, the CONSULTANT has given, offered or agreed to give any gift, contribution or offer of employment to the CONSULTANT or to any other person, corporation or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the CONSULTANT; and no person, corporation, or other entity, other than a bona fide full time employee of the CONSULTANT has been retained or hired by the CONSULTANT to solicit for or in any way assist the CONSULTANT in obtaining the contract for Professional Design Services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the CONSULTANT.

#### **ARTICLE 15      TIME FOR COMPLETION**

1. The time for completion shall conform substantially to the schedule(s) outlined in this Agreement.
2. If Additional Services are added to the SCOPE OF SERVICES by amendment, the period of performance shall be specified by the OWNER in the amendment as mutually agreed upon with CONSULTANT.
3. The CONSULTANT shall have no claim for damage for delay or hindrance. In the event of delay or hindrance not the fault of the CONSULTANT, an extension of time shall be the CONSULTANT's sole remedy.

#### **ARTICLE 16      MISCELLANEOUS**

1. **Governing Law:** This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.
2. **Entire Agreement:** This agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior oral and written understanding relating thereto. No modification of this agreement shall be valid or effective unless in writing and signed by the party or parties sought to be charged therewith.
3. **Rights Reserved:** The OWNER reserves the right to change policy expounded herein due to policy changes dictated by Federal or State agencies.
4. **Records Confidentiality:** OWNER has the right to access the records of the CONSULTANT and its subcontractors during normal business hours.



5. Documents Incorporated: All exhibits, attachments and addenda attached herewith are incorporated by reference and made a part of this agreement.
6. Use and Ownership of Documents: Plans, drawings, specifications, estimates, field notes and other data prepared or furnished under this Agreement by the CONSULTANT and their independent contractors and consultants, shall be the property of the OWNER, whether or not the project is completed. The CONSULTANT shall not be responsible for any claims or damages caused by use of the documents for any purpose other than that for which they were intended.
7. ASSIGNMENT: The CONSULTANT shall not assign, transfer, convey or otherwise dispose any portion of its interest in this Agreement without the prior written consent of the OWNER.
8. Extent of Agreement: This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by prior written instrument signed by both OWNER and CONSULTANT and certified as to the availability of an appropriation.
9. Force Majeure: Neither party shall be liable to the other or deemed to be in breach under this Agreement for any failure to perform, including, without limitation, a delay in rendering performance due to causes beyond its reasonable control such as but not limited to an order, injunction, judgment, or determination of any Court of the United States or the Commonwealth of Massachusetts, an Act of God, civil disobedience, extraordinary weather conditions, labor disputes, or shortages, or fluctuation in electric power, heat, light, or air conditioning.  
  
Dates or time of performance will be extended automatically to the extent of such delays, provided that the party whose performance is affected promptly notifies the other of the existence and nature of such delay.
10. Indemnification: The CONSULTANT shall indemnify and save harmless, the OWNER and all of its officers, agents and employees against all suits, claims or liabilities of every nature arising out of, or in consequence of, the willful misconduct, negligent acts or omissions of the CONSULTANT, its employees, agents or subcontractors in connection with their rendering of services under this agreement. This indemnification obligation shall expire on the date that tort actions may no longer be commenced against the CONSULTANT as provided in GL Chapter 260, Section 2B.
11. Supervision: All services and/or work to be performed by the CONSULTANT or its independent contractors, consultants or other agents, shall be conducted, carried out and completed under the direction and subject to the approval of the OWNER in accordance with the terms of this agreement. Amendments or modifications shall be duly requested in writing, and if approved in writing by the OWNER, shall be effective upon formal execution of the amendment to this Agreement.
12. Attorney's Fees: In the event that any claim, suit, action, proceeding either judicial or administrative in nature, which is caused by the default, delay, breach, wrongdoing, action or inaction of the CONSULTANT, then the CONSULTANT shall be liable for and shall pay for all reasonable costs, fees and expenses of the OWNER including expenses and fees for hiring experts and for attorney's fees at the rate of \$250.00 per hour, except in the case that the court decides that the OWNER should pay said costs, fees and expenses. This clause shall be inapplicable to claims for professional errors or omissions.

13. Mutual Consequential Damages Waiver: The City shall not, be liable to the CONSULTANT or its officers, employees, agents or assigns, for special, indirect, incidental, consequential, punitive, exemplary or multiple damages including but not limited to loss of profits, lost opportunity, loss of use or increased cost of operations.
14. Limits on The CONSULTANT's Responsibility: The CONSULTANT shall not be responsible for the acts or omissions of contractors or third parties at the site, except for its own subcontractors, consultants and employees. The CONSULTANT shall not supervise, direct or have control over or the authority to stop any contractor's work, nor shall the CONSULTANT's professional activities nor the presence of the CONSULTANT or its employees and subcontractors be construed to imply that the CONSULTANT has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws.

The CONSULTANT shall take reasonable measures to notify the OWNER, the Project Manager or the OWNER's on site representative, either verbally or in writing, of such conditions caused by others that may affect the work. Any opinions by the of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guaranty that actual costs will be consistent with the estimates.

15. Release and Covenant Not to Sue Individuals: The parties agree to hold personally harmless and to release any and all claims against any officials, director, officer, employee, or agent of either party arising from any negligent act, error, or omission now existing or hereinafter arising relating to or arising from this Agreement. Pursuant to this Agreement, the parties agree that any and all claims for damages arising from any negligent act, error, or omission shall be made against the relevant party directly and shall not be made personally against any of its officials, directors, officers, agents, or employees.

The parties mutually covenant not to sue personally any official, director, officer, agent or employee of either party for any cause of action that may presently exist or any cause of action that may hereinafter arise or accrue from any negligent act, error, or omission in connection with the performance of the Agreement. The parties agree that any and all claims for damages the currently exist or that may hereinafter arise from the negligent act, error, or omission in connection with the performance of the Agreement shall be made against the other party and shall not be made personally against any of its officials, directors, officers, agents, or employees.

16. Miscellaneous: The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.
17. If the CONSULTANT becomes aware of an error, inaccuracy, or oversight of any kind or nature regarding this project, it shall notify the OWNER promptly, so as to afford the OWNER an opportunity to remedy any such errors in a timely fashion.
18. The CONSULTANT shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

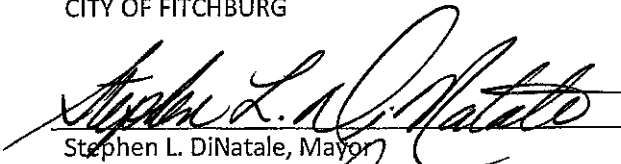
19. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both Parties shall be relieved of all obligations under that provision. The remainder of the Agreement shall be enforced to the fullest extent permitted by law.
20. The CONSULTANT shall render assistance to the OWNER in claims and/or litigation in connection with or arising out of this Agreement, including without limitation, any claims and/or litigation involving the CONSULTANT or its employees, agents or subcontractors; and any claims and/or litigation brought by or against the OWNER and any third parties, by providing only for the OWNER technical information, analyses, and expert witnesses. The CONSULTANT shall provide such services at a mutually agreed upon and reasonable rate, except those services which are required under this Agreement or are consistent with services customarily provided by an CONSULTANT to a OWNER as part of the services customarily called for under this type of Agreement or are necessitated by the acts, errors, or omissions of the CONSULTANT all of which shall be provided at no cost to the OWNER. This provision shall not alter in any manner the CONSULTANT's obligations to the OWNER under the indemnification provision.
21. INTEREST OF PUBLIC OFFICIALS: No member, officer, or employee of the CITY, or its designers or agents, no member of the governing body of the City of Fitchburg, and no other public official of the CITY, who exercises any functions or responsibilities with respect to the program during his tenure or one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof for work to be performed in connection with the program assisted under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract which shall be deemed an original on the date first above written. One counterpart each is provided to Owner, Contractor, Engineer, and Agency. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Contractor or identified by Engineer on their behalf.

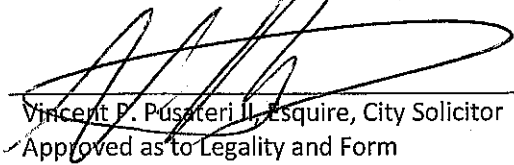
For LAMOUREUX PAGANO ASSOCIATES

CITY OF FITCHBURG

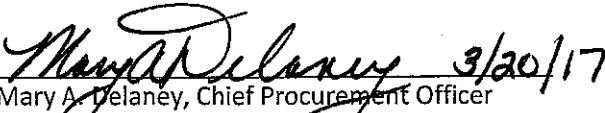
  
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 Signature

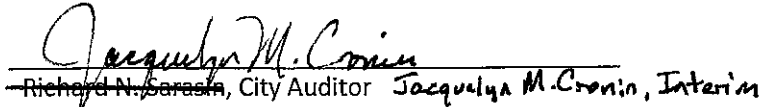
  
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 Stephen L. DiNatale, Mayor

Title: President

  
 \_\_\_\_\_  
 Vincent P. Pusateri II, Esquire, City Solicitor  
 Approved as to Legality and Form

Printed Name: Michael A. Pagano

  
 \_\_\_\_\_  
 Mary A. Delaney, Chief Procurement Officer  
 Who certifies, to the best of my belief and knowledge that the contract was procured pursuant to the procurement laws of the Commonwealth to the extent such laws apply.

  
 \_\_\_\_\_  
 Richard N. Barash, City Auditor *Jacquelyn M. Cronin, Interim*  
 Who certifies, pursuant to Massachusetts General Law C.44, §31C, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof and that the Mayor is authorized to sign this contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/09/2017

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Knight-Dik Insurance Agency, Inc. 446 Main Street  Worcester MA 01608	<b>CONTACT NAME:</b> Karla G Shields <b>PHONE (A/C No. Ext):</b> (508) 753-6353 <b>E-MAIL ADDRESS:</b> karlas@knightdik.com <b>FAX (A/C No.):</b> (508) 752-1764
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Hanover Insurance Company 22292 INSURER B: Lexington Ins Co INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Lamoureux Pagano Assoc., Inc.  108 Grove St., Ste. 300  Worcester MA 01605	

**COVERAGES** CERTIFICATE NUMBER: Cert ID 6888 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	GENERAL LIABILITY			OHN8930358	12/06/2016	12/06/2017	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
							\$
A	AUTOMOBILE LIABILITY			AMN5264224	12/06/2016	12/06/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO	Y	Y				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			OHN8930358	12/06/2016	12/06/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						Pers-Adv Injury \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WHN8930587	12/06/2016	12/06/2017	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	PROFESSIONAL LIABILITY			031711027	04/21/2016	04/21/2017	EA CLAIM \$2,000,000 \$ 2,000,000 AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 ID99/L. Project: Old City Hall Feasibility Study, Fitchburg, MA. It is agreed that The City of Fitchburg, its employees, agents and representatives shall be named as additional insured with respect to all coverage, except Worker's Compensation and Professional Liability. A waiver of Subrogation is included for All lines except Worker's Compensation and Professional Liability. A 30 day notice of cancellation will be provided to cert. holder per form 401-1262.

<b>CERTIFICATE HOLDER</b>  Office of the Chief Procurement Officer, Fitchburg Municipal Offices 166 Boulder Drive, Suite 108  Fitchburg MA 01420	<b>CANCELLATION</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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**MANUSCRIPT FORM**

**IT IS HEREBY AGREED AND UNDERSTOOD THAT EFF 06/17/2015 FORM 401-1262 08/11,  
MASSACHUSETTS NOTICE OF CANCELLATION TO DESIGNATED ENTITY, IS ATTACHED TO  
THE POLICY.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## MASSACHUSETTS NOTICE OF CANCELLATION TO DESIGNATED ENTITY(S)

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
BUSINESSOWNERS COVERAGE FORM

### SCHEDULE

Name of Designated Entity	Mailing Address or Email Address	Number Days Notice
The Office of the Purchasing Agent, City of Fitchburg	166 Boulder Dr, Ste 108, Fitchburg, MA 01420	30

*Information required to complete this Schedule, if not shown above, will be shown in the Declarations.*

If we cancel this policy for any reason other than non-payment of premium, we will give written notice of such cancellation to the Designated Entity(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the Designated Entity(s) will state the effective date of cancellation.

Unless otherwise noted in the Schedule above, such notice will be provided to the Designated Entity(s) no

more than the number of days in advance of the effective date of cancellation that we are required to provide to the Named Insured for such cancellation.

Such notice of cancellation is solely for the purpose of informing the Designated Entity(s) of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.