

## AGREEMENT

THIS AGREEMENT dated the 26<sup>th</sup> day of July, 2019, is by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing pursuant to the laws of the State of Connecticut with a principal place of business located at 888 Washington Boulevard, Stamford, Connecticut (hereinafter the "City"), acting herein by David R. Martin, its duly authorized Mayor, and **QUODAMMODO SOLUTIONS, LLC**, a foreign (VA) limited liability company with a principal place of business located at 1523 Twisted Oak Drive, Reston, Virginia (hereinafter the "Consultant") and acting herein by David Hocherman, its duly authorized Member.

## WITNESSETH

**WHEREAS**, The City has a need for Client Side Project Management with regard to its Ceridian Dayforce SaaS Implementation;

**WHEREAS**, The Consultant submitted a proposal to the City for such project management services; and

**WHEREAS**, The City has waived its typical competitive process and accepted the Consultant's proposal as time is a critical factor;

### **NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**1. INCORPORATION OF RECITALS.** The above terms and conditions are contractual in nature and not merely recitals and are hereby incorporated into this Agreement;

**2. SCOPE OF SERVICES.** The Scope of Services shall consist of those duties, functions, obligations, responsibilities, and tasks set forth in:

**Exhibit A – The Statement of Work;**

attached hereto and hereby made a part hereof as if fully set forth herein;

**3. NO EXCLUSIVE RIGHT TO WORK.** Nothing contained herein shall grant the Consultant an exclusive right to perform the work of this Agreement. The City may enter into similar agreements with other Consultants at its sole discretion on an as-needed basis.

**4. COMPENSATION.** The Consultant shall be compensated for the services set forth in Section 2, above, at the hourly rates set forth in the Investment section of the Statement of Work attached hereto as Exhibit A. Under no circumstances shall the Consultant's fee exceed Ninety Nine Thousand Eight Hundred Fifty (\$99,850.00) Dollars without an additional, written Notice to Proceed from the City;

**5. COMMENCEMENT AND COMPLETION OF WORK.** Consultant shall commence the work hereunder bargained for upon the execution of this Agreement by both parties and shall substantially complete said work by June 30, 2020. Consultant's sole remedy for City delays shall be an extension of time to complete the work and Consultant hereby waives any claims for consequential damages, including, but not limited to, principal office expense, loss of financing, reputation and/or lost profit.

**6. REVIEW OF WORK.** The Consultant shall permit the City, its agents and/or employees to review, at any time, all work performed pursuant to the terms of this Agreement at any stage of the work;

**7. INDEMNIFICATION.** The Consultant shall indemnify, hold harmless and, at the City's option, defend the City, its officers, agents and employees, from third party claims for loss, cost, damage, liability, and/or injury to or death of a person, including the agents and employees of the Consultant, or loss of or damage to property, resulting directly or indirectly from the Consultant's negligent performance pursuant to this Agreement, or by any omission to perform some duty imposed by law or this Agreement upon the Consultant, its officers, agents and employees. The foregoing indemnity shall include reasonable attorneys' fees and costs of suit, if applicable, and shall not be limited by reason of any insurance coverage required pursuant to this Agreement;

**8. ASSIGNMENT.** The Consultant shall not assign or transfer any portion of the work set forth herein without the prior written approval of the City;

**9. BOOKS AND RECORDS.** The Consultant shall maintain or cause to be maintained all records, books, or other documents relative to charges, costs, expenses, fees, alleged breaches of this Agreement, settlement of claims, or any other matter pertaining to the Consultant's demand for compensation by the City for a period of not less than three (3) years from the date of the final payment for work performed under this Agreement;

**10. INSURANCE.** The Consultant shall procure, at its sole expense, and maintain for the entire term of this Agreement, including any extensions, insurance coverages as set forth in the City of Stamford Insurance Requirements attached hereto as Exhibit B;

**11. REPRESENTATIONS.** The Consultant represents that it is qualified in relation to the work to be performed under this Agreement and further represents that it has the requisite skill, expertise, and knowledge necessary to perform the scope of services required under the terms of this Agreement, including any supplementary work. The Consultant hereby acknowledges that the City has relied upon said representations in entering into this Agreement;

**12. INTERPRETATION.** The Consultant agrees that, in the event of any ambiguity between the terms of this Agreement and any of the incorporated Exhibits, the City, in its sole discretion, shall determine the terms and/or document(s) which shall prevail and take precedence, except for those terms relating to the scope of the work or pricing, to which such terms this section shall not apply;

**13. SUBCONTRACTING.** Aside from those subconsultants disclosed in the Statement of Work, attached hereto as Exhibit A, the Consultant is prohibited from further subcontracting the work of this Agreement or any part of it unless the City first approves such subcontracting in writing and approves, in writing, of the specific subconsultant(s) the Consultant proposes to be used. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void. Should the City approve of a proposed subconsultant, the Consultant agrees to comply with the City's Code of Ordinances § 103.4;

**14. CONTRACT EXTRAS.** Pursuant to the City's Code of Ordinances, Section 23-18.4 C., it is specifically understood and agreed by the Consultant that all contract extras regarding this Agreement shall be governed by the City's Charter and/or Code of Ordinances. The City shall not be liable for payment of any additional costs, except as otherwise expressly set forth in this Agreement, unless the provisions of the City's Charter and/or Code of Ordinances are fully complied with. The City's Charter and Code of Ordinances can be found at [www.municode.com](http://www.municode.com);

**15. NON-APPROPRIATION.** The Consultant acknowledges that the City is a municipal corporation, that the City's obligation to make payments under this Agreement is contingent upon the appropriation by the City's Board of Representatives of funds sufficient for such purposes for each budget year in which the Agreement is in effect, and that the City may terminate this Agreement by way of written notice to the Consultant if sufficient funds to prove for the payment(s) hereunder are not so appropriated;

**16. COMPLIANCE WITH CITY CODE PROVISIONS.** The Consultant hereby agrees to fully comply with the requirements of the City's Code of Ordinances, Sections 103-1 through 103-10, regarding consultants in general. Failure to so comply shall constitute a material breach of the terms of this Agreement, for which the City may unilaterally terminate this Agreement by way of written notice to the Consultant. The provisions of the City Code can be found at [www.municode.com](http://www.municode.com) ;

**17. TERMINATION.**

- A. **TERMINATION FOR CAUSE.** If, through any cause, the Consultant shall fail to fulfill, in a timely and proper manner, its obligations under this Agreement, or if the Consultant shall violate any laws or any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement for cause by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished reports, documents, data, studies, photographs, or other material prepared by the Consultant pursuant to its performance under this Agreement shall, at the option of the City, become the City's property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory services completed up to the effective date of termination. The Consultant shall not be responsible for any claims resulting from the City's use of the documents on another project or

changes made to the documents without the Consultant's express written permission;

The term "cause" includes, without limitation the following:

- 1) If the Consultant furnished any statement, representation, warranty or certification in connection with this Agreement, which is materially false, deceptive, incorrect, or incomplete;
- 2) If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of any specific provision thereof or any State or Federal law or requirement; or
- 3) If the City reasonably determines that satisfactory performance of this Agreement is substantially endangered or can reasonably anticipate such an occurrence or default.

Should the City terminate this Agreement for cause, the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement by the Consultant and the City may withhold any payment to the Consultant for the purposes of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

- B. **TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement at any time the City determines that the purposes of the distribution of monies under the Agreement would no longer be served by the services provided. The City shall effect such termination by giving written notice of termination to the Consultant and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described Subsection A shall, at the option of the City, become property of the City. If the Agreement is terminated by the City as provided herein, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed to the effective date of termination bear to the total services of the Consultant pursuant to the terms of the Agreement, less payments of compensation previously made, and subject to the City's right of set off for any damages pursuant to the terms of the Agreement;

## **18. DISPUTE RESOLUTION.**

- A. **EXECUTIVE MEETING.** The parties shall endeavor to resolve all claims, disputes, or other matters in controversy arising out of or related to this Agreement ("Claims") through a meeting of the chief executives of each party, or their respective designees ("Executive Meeting").

A request for an Executive Meeting shall be made by a party in writing and delivered to the other party. The request may be made concurrently with the filing of a non-binding mediation as set forth herein. The Executive Meeting shall be a condition precedent to mediation unless 30 days have passed after the Executive Meeting has been requested with no meeting having been held.

The Executive Meeting shall be held in the place where the Project is located, unless another location is mutually agreed upon.

- B. **MEDIATION.** Any Claim subject to, but not resolved by, an Executive Meeting shall be subject to mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.

The request may be made concurrently with the filing of arbitration but, in such event, mediation shall proceed in advance of arbitration, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- C. **ARBITRATION.** Any Claim subject to, but not resolved by, mediation shall, in the sole discretion of the City, be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its applicable rules and procedures in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law.

Any judgment will be entered or court action will be brought in a court of competent jurisdiction within the State of Connecticut.

D. **PERFORMANCE DURING DISPUTE.** Unless otherwise directed by the City, the Consultant shall continue performance under this Agreement while matters in dispute are being resolved.

E. **CLAIMS FOR DAMAGES.** Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

**19. GOVERNING LAWS.** This Agreement shall be governed by the laws of the State of Connecticut and the parties hereby waive any choice of law provisions contained therein;

**20. GIFTS.** During the term of this Agreement, including any extensions, the Consultant shall refrain from making gifts of money, goods, real or personal property or services to any appointed or elected official or employee of the City or the Stamford Board of Education or any appointed or elected official or employee of their Boards, Commissions, Departments, Agencies or Authorities. All references to the Consultant shall include its members, officers, directors, employees, and owners of more than 5% equity in the Consultant. Violation of this provision shall constitute a material breach of this Agreement, for which this Agreement may be summarily terminated; and

**21. CODE OF ETHICS.** The Consultant shall comply with the Stamford Municipal Code of Ethics as codified in Chapter 19 of the City of Stamford Code of Ordinances and shall be considered an "employee", as defined in that Chapter, strictly for the purpose of compliance thereto. The Consultant is prohibited from using its status as a consultant to the City to derive any interest(s) or benefit(s) from other individuals or organizations.

**22. MORALS CLAUSE.** Neither Consultant, Consultant's Representatives nor Consultant's key personnel shall commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the community and/or the reputation and goodwill associated with the City. If Consultant, Consultant's Representative or Consultant's key personnel is accused of any act involving moral or ethical issues, dishonestly, theft or misappropriation, under any law, or any act which casts an unfavorable light upon its association with the community and/or the City or Consultant is accused of performing or committing any act which could adversely impact Consultant's events, programs, services, or reputation, the City shall have the right to terminate this contract upon fifteen (15) days written notice specifying the reason, within

which period Consultant may cure such offense. The determination of whether and to what extent the offense is cured shall be made by the City at its sole discretion.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE  
FOLLOWS.*

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Signed, sealed and delivered in the presence of:

CITY OF STAMFORD

Martin W. Martin  
Print: \_\_\_\_\_  
Witness M. W. WOODMAN

By: David R. Martin  
David R. Martin, Mayor  
Date: 7/20/19

K. R. Rather  
Print: K. Rather  
Witness

QUODAMMODO SOLUTIONS, LLC

Tara Jones  
Print: Tara Jones  
Witness

By: David Locherman  
David Locherman, Member  
Date: 7/18/19

Tanya Balsky  
Print: Tanya Balsky  
Witness

Approved as to Form:

Chris Dellaselva  
Chris Dellaselva  
Asst. Corp. Counsel

Date: July 19, 2019

Approved as to Insurance:

David Villalva  
David Villalva  
Risk Manager

Date: 7/19/19





## EXHIBIT A STATEMENT OF WORK



ORGANIZATION		
CLIENT	NAME	City of Stamford, Connecticut
	PHONE	203-977-4186
	EMAIL	dyanik@stamfordct.gov
	MAILING ADDRESS	888 Washington Boulevard Stamford, CT 06904
CONTRACTOR	NAME	Quodammodo Solutions, LLC
	PHONE	908-230-0853
	EMAIL	dhocherman@qshcc.com
	MAILING ADDRESS	1523 Twisted Oak Drive Reston, VA 20194
DATE: July 17, 2019		AUTHOR: David Hocherman, Senior Partner

PROJECT	
PROJECT NAME	Client-Side Project Management: Ceridian Dayforce SaaS Implementation
CLIENT	City of Stamford, Connecticut
DESCRIPTION	
<p>Providing client-side project management for the implementation of Ceridian Dayforce Human Resource Information System and associated modules. Responsibilities shall include, but not be limited to providing semi-monthly status report with section addressing "key tasks in next 4 weeks" and project risk assessment call outs; design and carry out User Acceptance Testing plans designed for each City union; and participating in all project calls with Ceridian and any project meetings as may be requested by the Project Manager.</p> <p>Additional services may include providing on-site support during key project phases such as Discovery, Sandbox Delivery/UAT, and Go-Live/First pay run; reviewing City/BOE resource availability during project time-line for potential bottlenecks; responding to questions from governing authorities regarding progress toward goals, project management, vendor recommendations to city project manager, etc; ensuring that both vendors and team members are meeting their project commitments in order to assure a successful customer implementation; reviewing deliverables provided by the vendor and internal team members for accuracy and completeness; and enforcing project standards to ensure deliverable quality. Target Dates in the Delivery Schedule below have been set by Ceridian.</p>	

DELIVERABLES & DELIVERY SCHEDULE	
<i>Deliverable schedule and due dates are subject to change in consultation with Client</i>	
TARGET DATE	DELIVERABLE
August 5, 2019	<b>Sandbox Delivery:</b> Delivery of a majority configured product to kick off UAT
October 14, 2019	<b>Sandbox &amp; UAT Sign-Off:</b> Client will complete Sandbox and UAT phase and provide sign-off to move configuration to production
January 27, 2020	<b>Parallel/Integration Sign-Off:</b> Client sign-off on parallel payroll and integration testing <b>Go/No-Go Decision:</b> Decision to move forward based on the outcome of testing
March 16, 2020	<b>Go-Live:</b> System live to managers and admins for scheduling purposes
March 30, 2020	<b>First Punch:</b> System live to all employees for timekeeping and employee self-service
Week of April 6, 2020	<b>First Commit:</b> First payroll is committed
April 17, 2020	<b>First Pay:</b> Employees paid from the new system for the first time



## STATEMENT OF WORK



INVESTMENT		
DESCRIPTION	COST	TERMS
Project Management	\$130 / Hour	Subject to terms below.
On-site Travel	\$1,250 / Trip	Subject to terms below.
Data Conversion	\$100 / Hour	Optional Service. Not subject to NTE total.
<b>TOTAL NOT TO EXCEED</b>	<b>\$99,850.00</b>	

BUSINESS TERMS / CONDITIONS
<b>DURATION OF SERVICES</b>
<p>The Contractor shall commence the work hereunder upon the execution of this Agreement by both parties and shall substantially complete said work by June 30, 2020. It is agreed and understood that time is of the essence and that Contractor's failure to substantially complete the work within the period allowed shall constitute a breach of this Agreement. Contractor's sole remedy for delays shall be an extension of time to complete the work.</p>
<b>TERMS OF PAYMENT</b>
<p>a. Contractor shall invoice the city on a weekly basis for actual hours worked in the previous week. Invoices must be received by the City within ten (10) business days of the end of week being invoiced. The City agrees to remit payment electronically within thirty (30) days of invoice receipt.</p> <p>b. A retainer of \$10,000.00 shall be paid to the Contractor within 30 days of the project commencement. This retainer may not be drawn against until February 2, 2020, at which point weekly invoices will be credited against the balance of the retainer until it is exhausted. Additional invoices due after the retainer is exhausted shall be paid in the above-stated manner. Any unused portion of the retainer at the conclusion of the project will be refunded to the City.</p>
<b>TRAVEL &amp; EXPENSES</b>
<p>The City may require Contractor to travel for on-site work with reasonable notice up to five (5) times under the terms of this agreement. Travel will be reimbursed by the City at the actual cost of travel, to include economy airfare and lodging, ground transportation, and meals while traveling, not-to-exceed \$1,250.00 per trip,"except for the initial trip (which will reflect compressed booking window and therefore, higher cost of travel). Airfare and lodging will be submitted to the City for approval prior to booking. All other expenses will be subject to the City's existing policies for contractors or employees, or published IRS limits. Additional on-sites shall be subject to these terms.</p>
<b>CONTRACT MODIFICATIONS</b>
<p>The City may, at its sole discretion, agree to purchase additional hours or on-site visits from the Contractor at any time for the price quoted above. Contractor is bound to honor those rates for a period of two (2) years from the initial date of engagement. Any requests for additional hours or visits by the City must be made in writing by an authorized party prior to work or travel taking place. These modifications shall not be constrained by the not-to-exceed amount referenced above and in the governing agreement.</p>





## STATEMENT OF WORK



### CONFIDENTIALITY

- a. Confidential and Proprietary Information. In the course of performing the Services, Independent Contractor will be exposed to confidential and proprietary information of Client and organizations that are contracted to the Client. "Confidential Information" shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to development and plans, marketing strategies, finance, operations, systems, proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, data, databases, inventions, know-how, trade secrets, customer lists, customer relationships, customer profiles, supplier lists, supplier relationships, supplier profiles, pricing, sales estimates, business plans and internal performance results relating to the past, present or future business activities, technical information, designs, processes, procedures, formulas or improvements, which Client considers confidential and proprietary. Independent Contractor acknowledges and agrees that the Confidential Information is valuable property of Client and its customers, developed over a long period of time at substantial expense and that it is worthy of protection.
- b. Confidentiality Obligations. Except as otherwise expressly permitted in this Agreement, Independent Contractor shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Agreement or at any time thereafter, except as required to perform the Services or with Client's prior written consent.
- c. Rights in Confidential Information. All Confidential Information disclosed to Independent Contractor by Client
  - i. is and shall remain the sole and exclusive property of Client, and
  - ii. is disclosed or permitted to be acquired by Independent Contractor solely in reliance on Independent Contractor's agreement to maintain the Confidential Information in confidence and not to use or disclose the Confidential Information to any other person. Except as expressly provided herein, this Agreement does not confer any right, license, ownership or other interest in or title to the Confidential Information to Independent Contractor.
- d. Irreparable Harm. Independent Contractor acknowledges that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which damages would not be an adequate remedy. Accordingly, in addition to any other legal remedies which may be available at law or in equity, Client shall be entitled to equitable or injunctive relief against the unauthorized use or disclosure of Confidential Information. Client shall be entitled to pursue any other legally permissible remedy available as a result of such breach, including but not limited to, damages, both direct and consequential. In any action brought by Client under this Section, Client shall be entitled to recover its attorney's fees and costs from Independent Contractor.

## **EXHIBIT B**

### **CITY OF STAMFORD INSURANCE REQUIREMENTS Project Management Ceridian Dayforce SaaS Implementation**

The Consultant will be required to submit certificates of insurance, which contain the minimum insurance coverages described below:

1. Standard workers' compensation, which complies with all Connecticut workers' compensation statutes and regulations.
2. Employer's liability insurance, which contains limits of liability of not less than \$100,000 each accident, \$100,000 disease policy limit and \$100,000 disease – each employee.
3. Commercial general liability insurance, with a minimum limit of liability of \$1,000,000 combined single limit per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Such coverage shall include the following:
  - (a) Products liability and completed operations, which shall be maintained for a period of not less than three (3) years following completion of the services under this Agreement or termination of the Agreement, whichever is later.
  - (b) Contractual liability insurance, which insures any indemnities contained in the Agreement between the Consultant and the City of Stamford.
  - (c) The City of Stamford and its employees, agents and officers designated as additional insureds.
  - (d) Policy shall be underwritten on an occurrence basis.
4. Commercial automobile liability insurance, which contains minimum limits of liability of \$1,000,000 per accident, and contains, at a minimum, the following coverage provisions:
  - (a) Coverage for all owned, non-owned and hired vehicles;
  - (b) The City of Stamford and its employees, agents and officers designated as additional insureds.
5. Professional liability insurance, which covers the services to be provided pursuant to the Agreement between the City of Stamford and the Consultant with a minimum limit of liability of \$1,000,000 per claim.
6. If any insurance is underwritten on a claims made, as opposed to an occurrence basis, the retroactive date in the policy shall be the earlier of the effective date of the Agreement between the Consultant and the City of Stamford or the date the

Consultant commences its services for the City. The policy shall also contain an extended reporting date of not less than three years following termination of the Agreement between the Consultant and the City of Stamford or conclusion of the services rendered by the successful Consultant, whichever is later.

7. All insurance required hereunder shall contain waivers of subrogation in favor of the City of Stamford and its employees, agents and officers. The Consultant shall waive any right of claim, loss or damage against the City of Stamford and its employees, agents and officers.
8. All insurance policies required under this Agreement shall contain thirty (30) days prior written notice to the City of Stamford's Risk Manager in the event of cancellation, termination or material change to any policy terms or conditions required hereunder.
9. The insurance required hereunder shall in no way serve to limit or reduce the liability of the Consultant under this Agreement.
10. The Consultant shall provide the Risk Manager with certificates of insurance, which evidence the insurance required hereunder. The Consultant shall provide the Risk Manager with renewal certificates of insurance within 15 days prior to the expiration of the policies. Consultant's failure to review said certificates of insurance or insurance policies shall not be deemed to be a waiver of the Consultant's obligations to comply with all provisions of these insurance requirements hereunder.

<b>AGORD.</b>		<b>CERTIFICATE OF INSURANCE</b>						
<b>PRODUCER</b> Full Name of Insurance Agency Street Address City, State Zip Code Telephone Number / Facsimile Number		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
<b>INSURED</b> Name of Named Insured Street Address City, State Zip Code Telephone Number / Facsimile Number		<b>COMPANIES AFFORDING COVERAGE</b>						
		COMPANY A	Name of Insurance Company					
		COMPANY B	Name of Insurance Company					
		COMPANY C	Name of Insurance Company					
<b>COVERAGES</b>								
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.								
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
<b>A</b>	GENERAL LIABILITY (FOREIGN)	XXXXXXXXXX	XX/XX/XX	XX/XX/XX	GENERAL AGGREGATE			<b>\$ 2,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG			<b>\$1,000,000</b>
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY			<b>\$1,000,000</b>
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE			<b>\$1,000,000</b>
	<input type="checkbox"/>				FIRE DAMAGE (Any one fire)			
	<input type="checkbox"/>				Each claim / incident			<b>\$1,000,000</b>
	<input type="checkbox"/>							
<b>A</b>	AUTOMOBILE LIABILITY	XXXXXXXXXXXX	XX/XX/ XX	XX/XX/XX	COMBINED SINGLE LIMIT			<b>\$1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)			\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)			\$
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE			\$
	<input type="checkbox"/> NON-OWNED AUTOS							
	<input type="checkbox"/>							
	<input type="checkbox"/>							
	<input type="checkbox"/>							
	<input type="checkbox"/>							
	GARAGE LIABILITY				AUTO ONLY - EACH ACCIDENT			\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:			
	<input type="checkbox"/>				EACH ACCIDENT			\$
	<input type="checkbox"/>				AGGREGATE			\$
	EXCESS LIABILITY				EACH OCCURRENCE			\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE			\$
	<input type="checkbox"/>							\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM							\$
<b>B</b>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	<input checked="" type="checkbox"/> STATUTORY LIMITS	\$		
	EMPLOYERS' LIABILITY				EACH ACCIDENT		<b>\$100,000</b>	
	THE PROPRIETOR/PARTNERS/ EXECUTIVE OFFICERS ARE:				<input checked="" type="checkbox"/> INCL	DISEASE - POLICY LIMIT		<b>\$100,000</b>
					<input type="checkbox"/> EXCL	DISEASE - EACH EMPLOYEE		<b>\$100,000</b>
<b>C</b>	Professional Liability	XXXXXXXXXXXX	XX/XX/XX	XX/XX/XX	<b>\$1,000,000 per occurrence</b>			
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b>								
<i>The City of Stamford and its employees, agents, and officers designated as additional insureds under commercial general liability and automobile liability. All insurance required hereunder are primary, not excess or contributory, to any insurance maintained by or on behalf of City of Stamford. Waivers of subrogation on all insurance required hereunder apply to the City of Stamford and its employees, agents, and officers.</i>								
<b>CERTIFICATE HOLDER</b> Risk Manager, City of Stamford 888 Washington Boulevard Stamford, CT 06904-2152				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.				