# PURCHASING

# **CITY - CONTRACTOR AGREEMENT**

#### CONTRACT NO. C-2779

This Agreement is entered into by and between

University of Massachusetts, Amherst as represented by its Archaeological Services Attn: Jennifer Donais 70 Butterfield Terrace Amherst, MA 01003-9280 413-545-5888/ 413-577-1595 jadonais@research.umass.edu

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Treasury Department but without personal liability to him (hereinafter the "City"); collectively, the "parties".

WHEREAS, the City needs the services of an Archaeological Professional; and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

#### 1. Incorporation of Attached Documents

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposal No. 10-21, dated <u>10/15/09</u> issued by Re Cappoli, *Chief Procurement Officer* (hereinafter "Request for Proposals");

--Technical and Price Proposal of <u>University of Massachusetts</u>, <u>Amherst</u>, each dated October 27, 2009 and signed by <u>Jennifer A. Donais</u>, (hereinafter, "Contractor's Proposal");

#### 2. Scope of Work

A community-wide reconnaissance level survey to identify the patterns of prehistoric and historic occupation and activity in Newton, and to determine known and probable locations of archaeological resources associated with these patterns.

#### 3. Term of Agreement

Work under this RFP is expected to begin the day of contract execution and shall extend for 10 months.

#### 4. Payment procedures

The Contractor shall be paid as follows:

The City of Newton has established a fixed fee of thirty-five thousand dollars (\$35,000.00) for the Scope of Services described herein. At the completion of each of the four project phases, the Contractor shall be paid eight thousand seven hundred and Fifty dollars (\$8,750) after the submission of an invoice.

#### 5. Indemnification

The Contractor acknowledges and agrees that to the full extent allowed by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees in performance under this Agreement.

#### 6. Insurance

The Contractor will provide the City with a certificate of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

#### 7. Governing Law

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This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

#### 8. Non-assignability

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

#### 9. Entire Agreement

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have set their hands and seals to this and two like originals.

CONTRACTOR **CITY OF NEWTON** University of Massachusetts, Amherst as represented by its Archaeological Services Bv Bv Chief Procurement Officer Title istration Gran **Contract** 5.24.10 Date Date JAC Affix Corporate Seal here By of Planning and Development 117 Date\_ City funds in the amount of \$ 35,000.00 Approved as to Legal Form and Character are available in account number 21B11415-5301 By I further certify that the Mayor is Associate City Solicitor authorized to execute contracts and 4/1/10 Date approve change orders CONTRACT AND BONDS APPROVED Βv mptroller of Accounts SU Date By\_ Setti D. Warren, Mayor 6.4.18 Date

# **CERTIFICATE OF AUTHORITY - CORPORATE**

(insert full name of Corporation) . corporation, and that	
(insert the name of officer who signed the <u>contract and bonds</u> .) is the duly elected (insert the title of the officer in line 2) of said corporation, and that on (insert a date that is <b>ON OR BEFORE</b> the date the	•
(insert the name of officer who signed the <u>contract and bonds</u> .) is the duly elected (insert the title of the officer in line 2) of said corporation, and that on (insert a date that is <b>ON OR BEFORE</b> the date the	
(insert the title of the officer in line 2) of said corporation, and that on	•
of said corporation, and that on	•
(insert a date that is ON OR BEFORE the date the	
officer signed the <u>contract and bonds</u> .)	
at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or	vaived
notice, it was voted that	watved
the	•
(insert name from line 2) (insert title from line 3)	
name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; an above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.	
ATTEST: AFFIX CORPORATE	
ATTEST: AFFIX CORPORATE (Signature of Clerk or Secretary)* SEAL HERE	
(Signature of Clerk or Secretary)* SEAL HERE Name:	
(Signature of Clerk or Secretary)* SEAL HERE	
(Signature of Clerk or Secretary)* SEAL HERE Name: (Please print or type name in line 6)* Date:	
(Signature of Clerk or Secretary)*     SEAL HERE       Name:	

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# EXTRACT FROM THE RECORDS OF UNIVERSITY OF MASSACHUSETTS

#### Granting Authority to Execute Contracts and All Other Instruments

#### I, Barbara DeVico, Secretary of the Board of Trustees of the University of

<u>Massachusetts</u>, do hereby certify that the following is a true and complete copy of a vote duly adopted by the Board of Trustees of the University of Massachusetts at a meeting duly called and held on the fifth day of February, nineteen hundred and ninety-seven at the University of Massachusetts, Chancellor's Conference Room, Boston, Massachusetts:

"Further, to affirm that, except as to matters governed by the University of Massachusetts Intellectual Property Policy (Doc. T96-040), the Treasurer of the University of Massachusetts or his designee shall be the sole contracting officer of the University with the Authority to execute all contract, grants, restricted gifts (excluding endowments), and amendments thereto for sponsored programs in instruction, research, or public service, unless and until otherwise voted by the Board of Trustees."

I further certify that the Senior Vice President for Administration, Finance and Technology and Treasurer of the University, David J. Gray, has retained the right to remain the sole contracting officer of the University of Massachusetts, but in his absence, he has designated Philip J. Marquis, Assistant Vice President for Central Administrative Services and Associate Treasurer.

I further certify that effective December 1, 2009, the following is a list of designated individuals authorized in accordance with the aforereferenced votes to review and execute all grants and contracts for sponsored programs in instruction, research and public service that are applicable to and received on behalf of the University of Massachusetts for their respective campuses.

#### Amherst Campus

Robert C. Holub, Chancellor, Amherst Campus, Amherst, Massachusetts,

John Dubach, Deputy Chancellor, Amherst Campus, Amherst, Massachusetts,

Michael Malone, Vice Chancellor, Amherst Campus, Amherst, Massachusetts,

Bruce F. McCandless, Director of Research Affairs, Amherst Campus, Amherst, Massachusetts, Carol P. Sprague, Director of the Office of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,

Jennifer A. Donais, Associate Director of Grants and Contracts Administration, Amherst Campus, Amherst, Massachusetts,

Laura J. Howard, Associate Director, Division of Continuing Education, Amherst Campus, Amherst, Massachusetts

#### Boston Campus

J. Keith Motley, Chancellor, Boston Campus, Boston, Massachusetts,

Ellen M. O'Connor, Vice Chancellor for Administration & Finance, Boston Campus, Boston, Massachusetts,

Winston Langley, Provost & Vice Chancellor for Academic Affairs, Boston Campus, Boston, Massachusetts,

Zong-Guo Xia, Vice Provost for Research and Strategic Initiatives, Boston Campus, Boston, Massachusetts,

#### **Dartmouth** Campus

Jean MacCormack, Chancellor, Dartmouth Campus, Dartmouth, Massachusetts,

Anthony Garro, Provost & Vice Chancellor for Academic Affairs, Dartmouth Campus, Dartmouth, Massachusetts,

**Deborah McLaughlin**, Vice Chancellor for Administrative and Fiscal Services, Dartmouth Campus, Dartmouth, Massachusetts,

William A. Mitchell, Associate Vice Chancellor of Finance, Dartmouth Campus, Dartmouth, Massachusetts,

Lou Petrovic, Associate Vice Chancellor for Research Development / CVIP Officer, Dartmouth Campus, Dartmouth, Massachusetts,

John Miller, Director of Operations / ATMC, Dartmouth Campus, Dartmouth, Massachusetts, Joanne Zanella-Litke, Director, Office of Research Administration, Dartmouth Campus, Dartmouth, Massachusetts,

Michelle M. Plaud, Manager of Pre and Post Award Administration, Dartmouth Campus, Dartmouth, Massachusetts,

#### Lowell Campus

Martin T. Meehan, Chancellor, Lowell Campus, Lowell, Massachusetts,

Joanne Yestramski, Vice Chancellor for Administration, Finance, Facilities & Technology, Lowell Campus, Lowell, Massachusetts,

Jacqueline F: Moloney, Executive Vice Chancellor, Lowell Campus, Lowell, Massachusetts, Ahmed Abdelal, Provost, Lowell Campus, Lowell, Massachusetts,

Steven O'Riordan, Associate Vice Chancellor for Financial Services, Lowell Campus, Lowell, Massachusetts,

Linda Concino, Proposal Development Manager, Lowell Campus, Lowell, Massachusetts, Julie Chen, Interim Vice Provost for Research, Lowell Campus, Lowell, Massachusetts,

#### **President's Office**

Tom Chmura, Vice President for Economic Development, President's Office, Boston, Massachusetts,

Lynn Griesemer, Associate Vice President for Economic Development and Executive Director for the Donahue Institute, President's Office, Boston, Massachusetts,

John Klenakis, Deputy Director for the Donahue Institute, President's Office, Boston, Massachusetts,

#### Worcester

Michael F. Collins, MD, Chancellor, University of Massachusetts Medical School, Worcester, Massachusetts,

**Robert Jenal**, Vice Chancellor for Administration & Finance, University of Massachusetts Medical School, Worcester, Massachusetts,

**Thomas D. Manning**, Deputy Chancellor for Commonwealth Medicine and Strategic Facilities Planning, University of Massachusetts Medical School, Worcester, Massachusetts,

John L. Sullivan, Director, Office of Research, University of Massachusetts Medical School, Worcester, Massachusetts,

Sheila Noone, Director of Clinical Research, University of Massachusetts medical School, Worcester, Massachusetts,

**Patricia McNulty**, Director of Research Funding, University of Massachusetts Medical School, Worcester, Massachusetts,

Bethanne Giehl, Assistant Director of Research Funding, University of Massachusetts Medical School, Worcester, Massachusetts,

I further certify that David J. Gray, Philip J. Marquis, Robert C. Holub, John Dubach, Michael Malone, Bruce F. McCandless, Carol P. Sprague, Jennifer A. Donais, Laura J. Howard, J. Keith Motley, Ellen M. O'Connor, Winston Langley, Zong-Guo Xia, Jean MacCormack, Anthony Garro, Deborah McLaughlin, William A. Mitchell, Lou Petrovic, John Miller, Joanne Zanella-Litke, Michelle M. Plaud, Martin T. Meehan, Joanne Yestramski, Jacqueline F. Moloney, Ahmed Abdelal, Steven O'Riordan, Linda Concino, Julie Chen, Tom Chmura, Lynn Griesemer, John Klenakis, Michael F. Collins, MD, Robert Jenal, Thomas D. Manning, John L. Sullivan, Sheila Noone, Patricia McNulty, and Bethanne Giehl are members of the University Administration with its principal office located at 333 South Street, Shrewsbury, County of Worcester, in the Commonwealth of Massachusetts

Date: 4.26.10

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Barbara DeVico, Secretary to the Board of Trustees

# CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of:

THE COMMONWEALTH OF MASSACHUSETTS

# (Jurisdiction)

The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L and with the

requirements of M.G.L. c. 181 relative to the registration and operation of foreign corporations within the

Commonwealth of Massachusetts.

Jennifer A. Donais, Assoc. Director Grant And Contract Administration

Name of person signing proposal Signature of person signing proposal

MASSACHUSETTS - HMHERST UNIVERS

Name of Business (Please Print or Type)

Affix Corporate Seal here

# ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

*Signature of Individual	rais -	
or Corporate Contractor (Mand		
By Corporate Office	10nals Date: 4.26.2010	
(Mandatory, if applicable)	Jennifer A. Donais, Assoc. Director Grant And Contract Administration	
* The provision in the Attestation individual.	relating to child support applies only when the Contractor is an	

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

# UMASS.

# UNIVERSITY OF MASSACHUSETTS

AMHERST . BOSTON . DARTMOUTH . LOWELL . WORCESTER

TREASURER'S OFFICE 100 VENTURE WAY, 2ND FLOOR HADLEY, MA 01035-9682 (413) 587-2050

January 5, 2005

MEMORANDUM TO: Carol P. Sprague, Director, OGCA FROM: Shane R. Conklin, Director of Risk Management and Insurance SUBJECT: INSURANCE COVERAGE

The following represents an update of the University's insurance coverage as of January 5, 2005.

#### General Liability

The University has a Commercial General Liability policy with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

#### **Directors and Officers**

The Directors and Officers liability policy limit is \$3,000,000 in the aggregate.

#### Automobile Liability

The University is self-insured in accordance with Chapter 258 of the Massachusetts General Laws for automobile liability with respect to vehicles that are <u>owned</u> by the University.

The University has automobile insurance policies with respect to <u>leased</u> vehicles covering liability (\$1,000,000 per occurrence), and collision and comprehensive damages to the leased vehicles.

The University has an automobile insurance policy covering <u>liability only</u> with respect to <u>hired</u> (rented or borrowed vehicles) and <u>non-owned</u> (excess over any employee policy using their personal vehicle on university business) vehicles with a \$1,000,000 limit per occurrence. Physical damage waivers should generally be purchased when renting vehicles on University business.

#### Property

The University of Massachusetts, as an agency of the Commonwealth of Massachusetts, is self-insured for property loss subject to appropriation.

#### Worker's Compensation

The University is self-insured for Worker's Compensation in accordance with Chapter 152 of the Massachusetts General Laws.

Should you need additional information, please contact me at 413-587-2055 or Leesa Lesenski at 413-587-2060.

# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 03/10/2010

THIS CERTIFICATION 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.			
INSURERS AFFORDING COVERAGE	NAIC #		
INSURER A: Lexington Insurance Company	19437		
INSURER B:			
INSURER C:			
INSURER D:	, ,		
INSURER E:	· · · ·		
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	HOLDER. THIS CERTIFICATE DOES NO ALTER THE COVERAGE AFFORDED BY TH INSURERS AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER C:		

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INŚR LTR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMI	rs
Α		GENERAL LIABILITY	006763382	05/01/2009	05/01/2010	EACH OCCURRENCE	\$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY	2001 0000E	0010 112003	00/01/2010	DAMAGE TO RENTED PREMISES(Ea occurrence)	\$ 100,000
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						PERSONAL & ADV INJURY	\$ 1,000,000
		····				GENERAL AGGREGATE	\$ 3,000,000
		GENERAL AGGREGATE LIMIT APPLIES PER		1		PRODUCTS - COMP/OP AGG	\$ 2,000,000
		AUTOMOBILE LIABILITY			· · ·		
		ANY AUTO	•			COMBINED SINGLE LIMIT (Ea accident)	\$
	+ 1	ALL OWNED AUTOS	· · · · ·			BODILY INJURY (Per person)	\$
		HIRED AUTOS				BODILY INJURY (Per accident)	\$
· .						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		ANY AUTO				OTHER THAN AUTO ONLY: AGG	\$ \$
		EXCESS / UMBRELLA LIABILITY		· · ·		EACH OCCURRENCE	\$
				· .		AGGREGATE	\$
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						E.L. EACH ACCIDENT	\$
	OFFIC	PROPRIETOR/PARTNER/EXECUTIVE Y/N CER/MEMBER EXCLUDED?				E.L. DISEASE - EA EMPLOYEE	\$
	(Marx SPEC	datory in NH) If yes, describe under				E.L. DISEASE - POLICY LIMIT	
	OTHE						· · ·

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: ARCHAEOLOGICAL RESEARCH PERFORMED UNDER SPONSORED AGREEMENT FOR THE CITY OF NEWTON BY MITCHELL MULHOLLAND OF THE UMASS AMHERST ARCHAEOLOGICAL SERVICES - DATES: 3/12/2010 - 1/15/2011 CITY OF NEWTON IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO OPERATIONS BY OR ON BEHALF OF THE UNIVERSITY OF MASSACHUSETTS OR OPERATION OF FACILITIES OF THE U MASS OR USE OF FACILITY BY U MASS AS THEIR INTEREST MAY APPEAR.

CERTIFICATE HOLDER	NYC-004080107-01	CANCELLATION
CITY OF NEWTON ATTN: PURCHASING I 1000 COMMONWEALT NEWTON CENTRE, M	TH AVE.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE OF MARTA USA INC. Edward R Ford

ACORD 25 (2009/01)

ACORD

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# IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

### DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

rsh.com Fax 212-948-4377 SETTS R 450 STED BELOW HAVE BEEN ISSUE ENT, TERM OR CONDITION OF ANY HE INSURANCE AFFORDED BY THE SREGATE LIMITS SHOWN MAY HAVE POLICY NUMBER 004055483	ONLY AND HOLDER. T ALTER THE INSURERS AFFC INSURER A: Lexingto INSURER B: INSURER D: INSURER D: INSURER D: INSURER E: ED TO THE INSURED CONTRACT OR OTHER POLICIES DESCRIBED	CONFERS NO HIS CERTIFICAT COVERAGE AFF RDING COVERA In Insurance Com Insurance Com NAMED ABOVE DOCUMENT WITH HEREIN IS SUBJEC	FOR THE POLICY PER	E CERTIFICATE ID, EXTEND OR CIES BELOW. NAIC # 19437 2 100 INDICATED. HS CERTIFICATE
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	05/01/2010	05/01/2011	EACH OCCURRENCE	\$ 1,000,00
Υ	000 12010	Serve made in t	DAMAGE TO RENTED PREMISES(Ea occurrence)	\$ 100,00
<sub>JR</sub> SIR: \$50,000			MED EXP (Any one person)	\$ N/
- 1			PERSONAL & ADV INJURY	\$ 1,000,00
	· ·		GENERAL AGGREGATE	\$ 3,000,00
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