

**CONTRACT FOR SERVICES
BETWEEN
CITY OF SUFFOLK, VA AND THE PITTMAN MCLENAGAN GROUP,
L.C.**

This CONTRACT ("CONTRACT"), made and entered into this, the 31 day of August 2013 by and between the **CITY OF SUFFOLK, VIRGINIA** whose principal office is the Municipal Center, 441 Market Street, Suffolk, VA 23434, hereinafter referred to as the "CITY", party of the first part, and **THE PITTMAN MCLENAGAN GROUP L.C.** with an office located at 6626A Wilson Lane, Bethesda, MD 20817, hereinafter referred to as the "CONTRACTOR", party of the second part.

CONTRACT

The CONTRACTOR did on the 20th day of February, 2013 submitted a proposal to perform the services stipulated in accordance with the Request for Proposal to provide Consultant Services for a Fire & Rescue Promotional Assessment Center hereinafter referred to as "PROJECT", which by reference is made a part hereof.

In consideration of the following mutual agreements and covenants to be kept by each party, the parties agree as follows:

1.0 **CONTRACT DOCUMENTS**

It is mutually understood and agreed by the parties hereto that the following documents are incorporated herein by reference the same as if each had been fully set out and attached hereto and hereinafter shall be referred to as the "Contract Documents":

Request for Proposal # RFP #2013-00065-IC as published January 22, 2013, including associated addenda; Conditions of Contract (General, Special, Supplemental and other conditions as they may be titled); Proposal from The Pittman McLenagan Group L.C., dated February 20th, 2013 including the negotiated fee for services and Anti-collusion/Nondiscrimination/Drug Free Workplace clauses.

Should there be conflicts among and between the Contract Documents and the final executed CONTRACT; the terms of the final executed CONTRACT shall take precedence over the Contract Documents. Should there be conflicts among and between the final executed CONTRACT and any subsequent change orders or other written modifications, the terms of the subsequent change order or other written modification shall take precedence.

2.0 CONTRACT TERM

This CONTRACT shall become effective when fully executed and shall be effective through August 31, 2014. The CITY reserves the right to renew the CONTRACT for four (4) additional one-year periods, terminating August 31, 2018. The right is further reserved by the CITY to not renew the CONTRACT at the expiration of any annual anniversary date by furnishing the CONTRACTOR with a sixty (60) day written notice.

3.0 SCOPE OF WORK/COMPENSATION

In consideration of the satisfactory performance of the provisions of this agreement, the CITY shall pay to negotiated fees as stipulated in the attached fee proposal.

The services to be provided shall consist of:

Develop and administer a promotional testing process to include:

- a. Development of an annual written examination for each year of the contract and for each rank Fire Lieutenant and Fire Captain. Each written examination developed will be based upon materials to be provided by the Department of Fire & Rescue. These materials will include CITY Policy, CITY Code, Department Policy and Procedure Manual and one or more leadership books or periodicals chosen by the Department. Written examinations must be 50 questions in length for each rank tested and while some questions may overlap ranks, the CONTRACTOR shall be prepared to develop 50 different questions for each rank, for a total of 200 questions annually. CONTRACTOR shall also be prepared to include extra questions at each rank in the event that the CITY wishes to remove questions for any reason.
- b. Development of a written and oral assessment component for each rank listed to include at a minimum, 3 exercises to include any of the following: oral presentation, subordinate counseling, leaderless group exercise, in basket exercise, written problem analysis and planning, or any other exercise similar in nature. The CONTRACTOR shall be prepared to develop four sets of different exercises that measure knowledge, skills and abilities, specific to the job tasks of each rank to be evaluated. CONTRACTOR may have the discretion to overlap some exercises over several ranks to the extent that the exercise is pertinent to the rank being tested and the CITY approves of the overlap. CONTRACTOR shall provide samples of previous exercises completed in submission.
- c. On site training of the assessors for the written and oral assessment component. Assessors will consist of officers from other area departments of equal or higher rank than the rank being tested. The CITY will identify

and assist in procuring assessors.

- d. On site administration of the written test. The location is to be provided by the CITY.
- e. On site administration of the written and oral assessment component of the promotional process. Location and computers, as needed for this portion of testing will be provided by the CITY.
- f. Scoring of written tests and written and oral assessment processes for each rank.
- g. Completion of a written feedback report for each candidate upon conclusion of the written and oral assessment process. CONTRACTOR shall provide samples of previous feedback reports in submission.
- h. Completion of a job task analysis for each rank. CONTRACTOR shall explain how this will be done and provide samples of previous job task analyses in submission.
- i. Calculation of all scoring for all parts of the promotional process based upon scoring set forth in Department policy and procedure. This includes calculating weighted percentages for each component of the process to include the written test, written and oral assessment component, and a Chief's panel and folder review component to be administered by the CITY with scores being provided to the CONTRACTOR. The CONTRACTOR shall provide a final list of weighted scores for each component, and overall score and rank for each rank tested. Weighted scores will be calculated based upon Department of Fire & Rescue Policy.

The CONTRACTOR shall have an appeals process. It is the CONTRACTOR'S responsibility to handle every aspect of the candidate's appeal in a legally defensible manner.

The CONTRACTOR shall offer legal assistance to consist of an expert witness if and when there is a legal challenge. The witness shall be expected to give justification of process and decisions.

4.0 CONTACT PERSON

The contact person for work performed under this contract will be Cedric Scott, Fire Chief. He may be contacted at (757) 514-4530.

5.0 METHOD OF PAYMENT

CONTRACTOR shall submit invoices in duplicate for each delivery, such statement to include detailed breakdown of all charges, and shall be based on

completion of tasks or deliverables.

Invoices shall be submitted to using departments.

Upon acceptance of work, the CITY will render payment within forty-five (45) days of receipt of invoice. Interest shall accrue at the rate of one percent per month. Unless otherwise provided under the terms of this CONTRACT, interest for late payments shall not exceed one percent (1%) per month.

The CONTRACTOR shall provide the CITY with their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number prior to any payments being made under this CONTRACT.

6.0 PAYMENTS TO SUBCONTRACTORS

Within seven (7) days after receipt of monies paid by the CITY for work performed by a subcontractor under this contract, the contractor shall either:

- a) Pay the subcontractor for the proportionate share of the total payment received from the CITY attributable to the work performed by the subcontractor under this contract; or
- b) Notify the CITY and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b above.

7.0 CHANGES AND ADDITIONS

It shall be the responsibility of the CONTRACTOR to notify the CITY, in writing, of any necessary modifications or additions in the Scope of this CONTRACT. Compensation for changes or additions in the Scope of this CONTRACT will be negotiated and approved by the CITY in writing.

It is understood and agreed to by both the CITY and the CONTRACTOR that such modifications or additions to this CONTRACT shall be made only by the full execution of the CITY'S standard CONTRACT change order form. Furthermore, it is understood and agreed by both parties that any work done by the CONTRACTOR on such modification or addition to this CONTRACT prior to the CITY'S execution of its standard CONTRACT change order form shall be at the total risk of the CONTRACTOR, and said work may not be compensated by the CITY.

8.0 TERMINATION FOR CONVENIENCE

The CITY may at any time, and for any reason, terminate this Contract by written notice to CONTRACTOR specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed.

Notice shall be given to CONTRACTOR by certified mail/return receipt requested at the address set forth in CONTRACTOR's Bid Proposal or as provided in this Contract.

In the event of such termination, CONTRACTOR shall be paid such amount as shall compensate CONTRACTOR for the work satisfactorily completed, and accepted by the CITY, at the time of termination. If the CITY terminates this Contract, the Contractor shall withdraw its personnel and equipment, cease performance of any further work completed or in progress for which payment has been made.

9.0 TERMINATION WITH CAUSE/DEFAULT/CANCELLATION

In the event that CONTRACTOR shall for any reason or through any cause be in default of the terms of this Contract, the CITY may give CONTRACTOR written notice of such default by certified mail/return receipt requested at the address set forth in CONTRACTOR's Bid/Proposal or as provided in this CONTRACT.

Unless otherwise provided, CONTRACTOR shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of CONTRACTOR to cure the default, the CITY may immediately cancel and terminate this CONTRACT as of the mailing date of the default notice.

Upon termination, CONTRACTOR shall withdraw its personnel and equipment, and cease performance of any further work under the CONTRACT. In the event of violations of law, safety or health standards and regulations, this CONTRACT may be immediately cancelled and terminated by the CITY and provisions herein with respect to opportunity to cure default shall not be applicable.

10.0 NON-APPROPRIATION- AVAILABILITY OF FUNDS

It is understood and agreed between the parties hereto that the CITY shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this CONTRACT. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this CONTRACT, the CITY shall immediately notify CONTRACTOR of such occurrence and this CONTRACT shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the CITY of any kind whatsoever.

11.0 NON-ASSIGNMENT

Neither the CITY nor the CONTRACTOR shall assign, sublet or transfer their right or obligations in the CONTRACT without the written consent of the other; such consent shall not be unreasonably withheld. Assignment by the CONTRACTOR to any current or future parent, subsidiary, or affiliate in connection with a corporate transaction shall require the consent of the CITY.

12.0 NOTICE

Any notice, demand, or request by or made pursuant to this CONTRACT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the representative specified below or as otherwise designated in writing and mutually agreed.

Michael Coburn
Purchasing Agent
441 Market Street, Room 105
Suffolk, Virginia 23434

With a copy to: Selena Cuffee-Glenn
City Manager
441 Market Street
Suffolk, Virginia 23434

CONTRACTOR: Shane Pittman, Ph.D.
President/Member
The Pittman McLenagan Group, L.C.
6626A Wilson Lane
Bethesda, Maryland 20817

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the CONTRACTOR and the CITY.

13.0 NON-DISCRIMINATION

During the performance of the Contract, the CONTRACTOR agrees as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the CONTRACTOR. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, will state that such CONTRACTOR is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The CONTRACTOR will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14.0 DRUG-FREE WORKPLACE REQUIREMENTS

During the performance of this contract, the CONTRACTOR agrees to (i) provide a drug-free workplace for the CONTRACTOR's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR that the CONTRACTOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this CONTRACT, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15.0 INSURANCE

The CONTRACTOR shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the CITY by the CONTRACTOR, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the CONTRACTOR for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after contract completion date.

- a. General Liability: Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

Minimum Limits

General Liability:
\$1,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$ 50,000 Fire Damage Limit
\$ 5,000 Medical Expense Limit

- b. Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the CONTRACTOR, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:
\$1,000,000 Combined Single Limit
\$1,000,000 Each Occurrence Limit
\$ 5,000 Medical Expense Limit

- c. Workers' Compensation: Limits as required by the Workers' Compensation Act of Virginia. Employer's Liability: \$1,000,000.

- d. Professional Liability –

1. The successful CONTRACTOR shall maintain an appropriate Professional Liability Insurance Policy (Policy).
2. The Policy shall include the successful CONTRACTOR and the CONTRACTOR's subcontractors of every tier as the CONTRACTOR designated in the declarations.
3. The minimum Policy limits to be provided by the successful CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) with a minimum coverage of \$5,000,000 and the policy shall remain enforced for a period of three years from date of contract (or umbrella or excess policy with respect to it) shall apply only to claims arising out of or in connection with the work under this contract.
4. Notice of Cancellation and/or Restriction – We represent that CONTRACTOR will use all best efforts possible, in all

circumstances, to notify the CITY within thirty (30)days' of cancellation.

e. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.
2. The CITY of Suffolk, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages and policies that address additional insureds shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The CONTRACTOR's insurance shall be primary over any applicable insurance or self-insurance maintained by the CITY.
4. The CONTRACTOR shall provide 30 days written notice to the CITY before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the CONTRACTOR shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the declaration page(s), endorsement(s) and/or policies and shall be subject to approval by the CITY. At the option of the CITY, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the CITY, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the CITY, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The CONTRACTOR shall furnish the CITY with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage. All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if

executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from CITY'S Risk Management Director.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

16.0 INDEMNITY / HOLD HARMLESS

The Contractor shall defend, indemnify and hold the CITY, and the CITY's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the contractor, its employees, agents, and volunteers, or incurred by or claimed against the CITY, the CITY's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the CITY due to the negligent, fraudulent or criminal acts of the contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

17.0 RESPONSIBILITY OF CONTRACTOR

The CONTRACTOR shall, without additional costs or fees to the CITY, correct or revise any errors or deficiencies in CONTRACTOR'S performance. Neither the CITY'S review, approval or acceptance of, nor payment for any of the services required under this CONTRACT shall be deemed a waiver of rights by the CITY, and the CONTRACTOR shall remain liable to the CITY for all costs which are incurred by the CITY as a result of the CONTRACTOR'S negligent performance of any of the services furnished under this CONTRACT.

18.0 COMPLIANCE WITH FEDERAL IMMIGRATION LAW

CONTRACTOR does not, and shall not during the performance of the CONTRACT for goods and services in the Commonwealth knowingly employ an

unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

19.0 SEVERABILITY

If any provision of this CONTRACT or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this CONTRACT, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this CONTRACT shall be valid and enforced to the full extent permitted by law.

20.0 CONTROLLING LAW; VENUE, PENDING/DURING LITIGATION

This CONTRACT is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this CONTRACT, the parties agree to the exclusive jurisdiction and venue of the appropriate state court for the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The CONTRACTOR shall not cause a delay in services because of pending litigation or during litigation proceedings, except with the express, written consent of the CITY or by written instruction/order from the Court.

21.0 COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES TRANSACTING BUSINESS IN THE COMMONWEALTH

A CONTRACTOR organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if such is required by Title 13.1 or Title 50 of the Virginia Code or as otherwise required by law. Such status shall be maintained during the term of the CONTRACT. The CONTRACTOR acknowledges that pursuant to Virginia Code § 2.2-4311.2, a public body may void any contract with a business if the business fails to remain in compliance with the provisions of Virginia Code § 2.2-4311.2.

22.0 ENTIRE AGREEMENT

This CONTRACT and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this CONTRACT or any part thereof shall have any validity or bind any

of the parties hereto. The CONTRACT shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

23.0 WAIVER

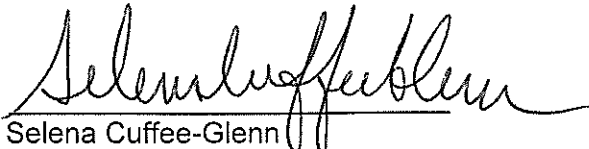
The failure by one party to require performance of any provision of this CONTRACT shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the CONTRACT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.


SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed and sealed this AGREEMENT as of the day and year first above written.

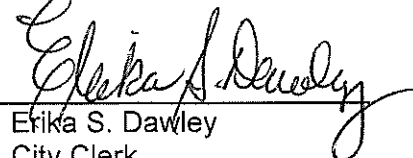
CITY OF SUFFOLK, VA

THE PITTMAN MCLENAGAN GROUP LC

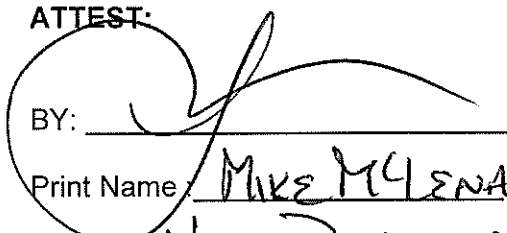
BY: 
Selena Cuffee-Glenn
City Manager

BY: 
Shane Pittman, PhD
President

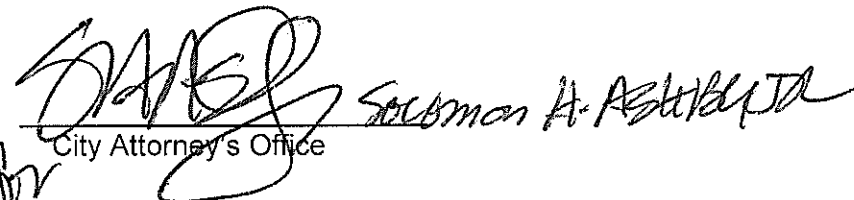
ATTEST:

BY: 
Erika S. Dawley
City Clerk

ATTEST:

BY: 
Print Name: MIKE MCLENAGAN
Title: Vice President

APPROVED AS TO FORM

BY: 
Solomon A. Astor
City Attorney's Office

CERTIFICATION OF FUNDS AND OTHER APPROVALS

I DO HEREBY CERTIFY THAT \$37,800.00 TO BE PAID BY THE CITY OF SUFFOLK, VIRGINIA TO THE PITTMAN MCLENAGAN GROUP LC.. UNDER THE TERMS OF THIS CONTRACT IS NOW IN THE CITY TREASURY OR IS ANTICIPATED TO BE IN THE CITY TREASURY PRIOR TO THE MATURITY OF THIS CONTRACT. SAID AMOUNT HAS BEEN PROPERLY APPROPRIATED FOR THE PURPOSE OF THIS CONTRACT AND HAS NOT BEEN PREVIOUSLY ENCUMBERED.

PROJECT: CONSULTING SERVICES – FIRE AND RESCUE
PROMOTIONAL ASSESSMENT CENTER

PROJECT MANAGER: Cedric Scott, Fire Chief

ACCOUNT NO: 100-32100_53100

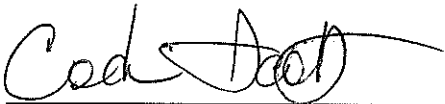
TOTAL AMOUNT: \$37,800.00

APPROVED FOR CERTIFICATION OF FUNDS:




Charles Meek, Budget Officer

PROPOSAL APPROVED AS TO SUBSTANCE:



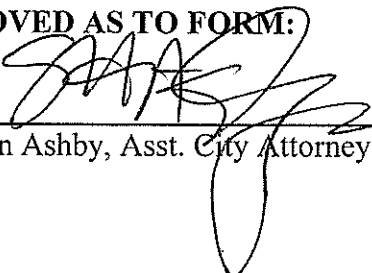
Cedric Scott, Fire Chief

APPROVAL FOR COMPLIANCE WITH PROCUREMENT PROCEDURES:



Michael Coburn, Purchasing Agent

APPROVED AS TO FORM:



Solomon Ashby, Asst. City Attorney



CERTIFICATE OF LIABILITY INSURANCE

PITTM-1

OP ID: SL

DATE (MM/DD/YYYY)
08/09/2013

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).


PRODUCER Insurance Management Associate 170 Jennifer Road, Suite 325 P. O. Box 6609 Annapolis, MD 21401 Insurance Management Associate	Phone: 410-266-8888 Fax: 410-266-2774	CONTACT NAME: Sharon K. Lupero PHONE (A/C, No, Ext): 410-266-8888 E-MAIL ADDRESS: slupero@insurancemgt.com	FAX (A/C, No): 410-266-2774
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Pittman McLenagan Group, L.C. 6626 A Wilson Lane Bethesda, MD 20817	INSURER A: The Hartford Insurance		22357
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			30SBABM5222	06/17/2013	06/17/2014	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			30SBABM5222	06/17/2013	06/17/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Suffolk, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear if required by written contract or written agreement, subject to General Liability Additional Insured provision.

CERTIFICATE HOLDER CITYSUF The City of Suffolk 441 Market Street Suffolk, VA 23434	CANCELLATION 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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CERTIFICATE OF LIABILITY INSURANCE

JAW
R001

DATE (MM/DD/YYYY)
08-08-2013

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).

PRODUCER NORTHEAST AGENCIES INC/PHS 210619 P: (866) 467-8730 F: (888) 443-6112 301 WOODS PARK DRIVE CLINTON NY 13323	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:		
INSURED PITTMAN MCLENAGAN GROUP LC 6626 WILSON LN # A BETHESDA MD 20817	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Twin City Fire Ins Co		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSR	RUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	01 WBC GY2467	11/17/2012	11/17/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

THE CITY OF SUFFOLK
 441 MARKET ST
 SUFFOLK, VA 23434

CANCELLATION

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

Jaw Mailbox



CITY OF SUFFOLK

FINANCE DEPARTMENT/PURCHASING DIVISION

P.O. BOX 1858, SUFFOLK, VA, 23439-1858, PHONE (757)514-7520 FAX (757) 514-7524

MEMORANDUM

DISTRIBUTION

	<u>Initials</u>	<u>Date</u>
Charles Meek, Budget Officer Approved As to Certification of Funds	<u>CBM</u>	<u>8/13/13</u>
Michael Coburn, Purchasing Agent Approved As to Procurement Regulations	<u>MC</u>	<u>8/13/13</u>
Cedric Scott, Fire Chief Approved As To Content	<u>CS</u>	<u>8/20/13</u>
Brian Parker, Risk Manager Approved As to Insurance Requirements	<u>BCP</u>	<u>8/29/13</u>
Solomon Ashby, Asst. City Attorney Approved As To Form	<u>SA</u>	<u>9/18/13</u>
Selena Cuffee-Glenn, City Manager	<u>SCG</u>	<u>9/23/13</u>
Erika Dawley, City Clerk	<u>ED</u>	<u>9/23/13</u>

FROM: Ivy Crawford, Buyer I

DATE: August 9, 2013

RE: Fire & Rescue Promotional Assessment Center – Consulting Services –
The Pittman McLenagan Group, LC.

Enclosed for your approval and execution are contract documents regarding the Fire & Rescue Promotional Assessment Center.

After review and approval, please forward to the next person on the distribution list and return to my attention.

