



Contract # 20210535

City of Springfield Blanket Contract Tracer Log

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt on this Tracer form. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			RW	02/10/21
Community Development	KB	2/17/2021	KB	2/17/2021
City Comptroller	PSB	2-17-2021	PSB	2-17-2021
Law	PF	2-24	PF	2-24
CAFO	mm	2-24-21	mm	3-1-21
Mayor	CCJ	3/1	CCJ	3/1/21
Office of Procurement	KV	3/2/21		

Vendor No.: 78811 Contract No: 20210535 Blanket Contract Date: 10/08/20

Blanket Contract Amount \$125,000.00

Blanket Renewal Date: 10/08/21

Blanket Contract Expiration Date: 10/08/2023

Req No.: Act No.: *na*

Bid No.: 21-024

Vendor Name: NAI Plotkin

Blanket Contract Purpose: On-Call Home Rehabilitation & Construction Project Management Services

Requesting Dept.: Community Development/Disaster Recovery

TYPE OF DOCUMENT (Please select at least one):

- New
 Amendment
 Extension
 Renewal

**ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT
MANAGEMENT SERVICES**

This AGREEMENT ("Agreement") is entered into and effective as of October 6, 2020 "Notice to Proceed" date), and is made by and between the **CITY OF SPRINGFIELD**, a Massachusetts municipal corporation with a principal office at 36 Court Street, Springfield, Massachusetts 01103, acting by and through its Office of Community Development/Disaster Recovery), with the approval of its Mayor, (hereinafter called the "**City**"), and **NAI Plotkin**, a Massachusetts Corporation/Consultant firm with its principal offices located **1350 Main Street, Springfield, MA 01103** (hereinafter called the "**Consultant**").

WHEREAS, the City desires to retain a multidiscipline Consulting firm to provide Professional Consulting Services and oversight to assist the City in managing the federally funded "Healthy Homes Program", specifically through construction oversight of privately owner occupied dwellings, and;

WHEREAS, the has been selected as one of the top ranked proposers from the City's Request for Proposals Qualifications performed similar in nature to, but not pursuant to M.G.L. Ch. 30B, as these are Design Services for "public works projects", and are not subject to the Designer Selection Law (M.G.L. Chapter 7C, §§ 44-57) as well as the Uniform Procurement Act, (An excerpt of the City of Springfield RFP No. 21-048 is attached to this Agreement as Exhibit A, and is incorporated by reference herein; and

WHEREAS, the CONSULTANT represents, with full knowledge that the City is relying on such representation, that it has the necessary skills, qualifications, expertise, experience, and equipment to perform the work and services; and

WHEREAS, the CITY desires to retain the CONSULTANT on the terms and conditions set forth in this Agreement and in the CONSULTANT 's RFP proposal, attached as Exhibit B to this Agreement and incorporated by reference, has agreed to accept such retainer based on Unit Prices submitted with its Technical Proposal (Please see Pricing Proposal, attached as Exhibit C); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

ARTICLE 1: TERM

A. Initial Term: The first year ("Year 1") of this Agreement shall commence on October 6, 2020 and will terminate on December 1, 2023, unless earlier terminated in accordance with this Agreement.

B. Option to Renew: The City, in its sole discretion, shall have the option to renew for Two (2)

additional One (1) year terms. In no event shall the term of this Agreement extend beyond October 6, 2023. Consultant will have to agree to additional terms and conditions of any option period prior to acceptance.

C. The Consultant shall perform the services described in this Agreement according to a mutually agreed upon schedule. In the event the Consultant or SPS requests a change in the dates or schedule of services, but not the quantity of services or the amount of compensation, such changes must be in a mutual written agreement. Any change which increases or decreases the quantity of services or amount of compensation must be contained in a written amendment signed by all authorized representatives of the parties listed on the signature page to this Agreement.

ARTICLE 2: SCOPE OF SERVICES

A. General

1. Services are to be provided only at the request of the City acting through its Department of Public Works and various other departments. Services will be requested on an as needed basis, and the City is not required to request any services.
2. The City retains the right to procure Consulting services otherwise than by this Agreement.
3. The Consultant will generally provide On-Call Home Rehabilitation and Construction Project Management Services for City rehabilitation and new construction projects funded by the Office of Community Development/Disaster Recovery. In connection with various projects the selected vendor will provide inspections, specifications, general advice and provide contractor oversight to the City during rehabilitation and new construction projects

B. Tasks

This list of tasks is intended to serve as an example of services provided, but additional services, allowed by the On-Call Agreement may be requested.

1. Providing home rehabilitation and new construction project management and consulting services to City staff as requested by the City of Springfield.
2. Providing advice and/or recommendations on federal and state lead requirements, as requested by the City of Springfield.
3. Review 3rd party lead inspections, risk assessments and cost estimates.
4. Review weatherization reports provided by MassSave and Springfield Partners for Community Action.
5. Correspond with 3rd party lead inspectors throughout the duration of the job, as necessary.

6. Conduct inspections of prospective city funded home rehabilitation projects and de-leading projects.
7. Conduct re-inspections of City funded rehabilitation and/or new construction projects as projects progress. Ensure work corresponds to specifications and is in compliance with local, state and federal regulations.
8. Review and approval of contractor invoices, complete inspections to ensure work completion.
9. Review contractor change order requests and ensure all change orders are necessary and proposed costs are reasonable.
10. Prepare bid specifications to bring property to code enforcement compliance.
11. Conduct site walk-throughs and site visits for prospective contractors/bidders.
12. Provide independent cost estimates for rehabilitation and/or new construction projects.
13. Review contractor bids, ensure cost reasonableness and correspond regarding any necessary adjustments.
14. Correspond with City staff, HomeCitys and contractors on ongoing rehabilitation and new construction projects as necessary.
15. Oversight of construction and rehabilitation projects. Including providing checklist of outstanding items needed for project completion and/or certify project completion.
16. Review new construction specifications and plans.

C. Additional Scope Considerations

1. The CONSULTANT will at all times employ, maintain, and assign to the performance of a project a sufficient number of competent and qualified professional and other personnel to meet the project requirements.
2. The CONSULTANT shall maintain an effective internal control system sufficient to provide controls on Design review, quality assurance, project scheduling, personnel allocation, and financial control.
3. Proposer may not use additional subcontractors, not listed, without the prior written approval of the City of Springfield, Office of Community Development/Disaster Recovery.

D. Changes

1. The CITY may make or approve changes within the general scope of services in this AGREEMENT. If such changes affect the CONSULTANT 'S cost or the time required for

performance of the services, an equitable adjustment mutually agreeable to the CITY and CONSULTANT will be made through an amendment to this AGREEMENT.

2. The CONSULTANT is required to make a timely written request for any such changes being requested by the CONSULTANT. If the CONSULTANT determines that changes / additions / deletions to the agreed upon Scope of Services are warranted, and such changes may result in a change in compensation or change in schedule, the CONSULTANT cannot proceed with said changes until approval has been granted by the CITY,

ARTICLE 3: COMPENSATION

A. All obligations of the CITY are subject to the prior appropriation to meet said obligations.

B. The CITY is not obligated for any compensation or any expenses of any kind unless the CITY has given prior approval therefore.

C. Compensation by the CITY to the CONSULTANT will be as follows:

1. Compensation by the CITY to the CONSULTANT will be based in Unit Pricing basis, subject to the Unit Pricing submitted by the Consultant as their price proposal in its RFP response, which is attached hereto as Exhibit C and incorporated by reference.

2. For any extension terms, if the CITY and the CONSULTANT do not agree to maintain compensation as set forth in Exhibit C, then the Consumer Price Index (C.P.I.U.), The United States City Average-All Urban Consumers, as determined by the Bureau of Labor Statistics, shall be utilized for any price adjustment from the previous year's prices. The compensation for extension terms will not increase greater than the C.P.I.U. for the previous twelve (12) months. This index will be computed two (2) month prior to the expiration of this Agreement.

3. All prices contained in Exhibit C shall include all equipment, supplies, software, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.

D. Contract Value

1. Total potential expense and dollar value of this Agreement is for an amount not to exceed One Hundred Twenty-Five Thousand Dollars and 00/100 (\$125,000.00) per year.

E. Project Budget

The CONSULTANT will be required to complete the work on assigned projects within the project budget and will keep the CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

2. The CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the CITY obligated to pay the CONSULTANT beyond these limits.

ARTICLE 5: TERMS OF PAYMENT FOR PROGRESS PAYMENTS FOR PROJECT ORDERS

A. It is anticipated that payments for each Project Order shall be made to the CONSULTANT monthly, or such longer period represented in CONSULTANT 'S invoice based on actual work performed or services rendered for the applicable period.

B. The CITY need not process payment unless the CONSULTANT submits invoices meeting the following conditions:

1. Proper Invoice: In addition to any other requirement set forth in this contract with respect to what constitutes a proper invoice or for the CONSULTANT to be entitled to receive payment, the CONSULTANT 'S invoice, in duplicate, must set forth:

I. A narrative with a detailed description of the services performed and expenses incurred on each task set forth in the Project Order; listed dates of service and time expended for each job classification. Payment for Lump Sum type assignments must include current percentages of completion of each project phase, along with previously paid amounts. Payment for Hourly Rate type assignments shall provide a summary of all individual employees who worked on the project along with the number of hours works and hourly rates.

ii. That portion of the contract price related to such payment less any deductions, such as retainage, required pursuant to the terms hereof.

iii. The contract number.

iv. Should the invoice not be calculated correctly, such as not taking into account retainage as a deduction, the CITY may either reject the invoice or treat the invoice as proper only to the extent of the correct calculation of the amount thereof.

2. Supporting Documentation: In addition to any other requirement set forth in this contract with respect to what supporting documentation must accompany an invoice, the following documents must be attached to any invoice submitted by the CONSULTANT:

i. Technical Salaries. For hourly rate projects or additional services, actual time spent and hourly rates within each job classification. (The CITY must approve any overtime or premium time). The breakdown must include exact dates and hours charged for each date for each employee. If directed by the CITY, the CONSULTANT may be directed to submit actual time-sheets.

ii. Direct Out - of Pocket Expenses- For Hourly Rate type assignments a summary showing all charges that are actual and are in conformity with the contract and have not previously been charged. In addition, copies of paid invoices are required. Only those out-of-pocket expenses included in the applicable Project Order and the budget for the Project shall be reimbursable to the CONSULTANT. Out of Pockets expenses will only be approved for

payment if the anticipated costs were provided as part of the original project scope. Out of Pocket Expenses that were not submitted as part of the original project scope will not be approved.

iii. Such other supporting documentation as the sub-consultants' payment forms and support, or similar, as required by City.

iv. For projects requiring payment upon milestones of performance, a certificate, or equivalent document, an acceptance by the City's representative that the milestone has been achieved.

C. Payment will be determined according to the approved Lump Sum or Hourly Rate Not to Exceed Fee, based on work performed and invoices approved by the City. Payment requests shall correspond directly with the project tasks as outlined in the proposal and Project Order.

ARTICLE 6: OBLIGATIONS OF THE CONSULTANT

A. CONSULTANT 'S Representations

By entering into this Agreement with the CITY, the CONSULTANT represented and warrants the following:

1. That he is experienced in and competent to perform the type of work required.
2. That he is financially solvent, able to pay his debts as they mature, and possesses sufficient working capital to initiate and complete the work required under the Agreement.
3. That he is familiar with all Federal, State, County, Municipal and departmental laws, ordinances, permits, regulations and resolutions applicable to its work which may in any way affect the work, including but not limited to any special acts relating to the work or any part thereof.
4. That such work required by the Contract which is to be done by him will be satisfactorily performed.
5. That he will fully comply with all requirements in the Agreement.
6. That he will perform the work consistent with sound CONSULTANT ING practice, good workmanship, and sound business practices, and in the most expeditious and economical manner consistent with such standards and CITY'S interests.
7. That he will furnish efficient business administration and experienced management and an adequate supply of employees at all times;
- 8: That he will complete the work within the Project/Task Time, milestones, and price unless adjusted by agreement of the parties hereto.

B. Record Drawings

1. Record drawings, if required, shall be prepared in accordance with standards that are customary in the industry and upon actual observation and inspection; and the CONSULTANT shall indicate the standards that are customary in the industry, and are in compliance with and representative of the exact locations, type of various components, or exact manner in which the PROJECT was finally constructed.

C. Access to CONSULTANT's Accounting Records

1. Right to Audit: The CONSULTANT shall maintain books, records, and accounts of all costs in accordance with generally accepted accounting principles and practices, but not less than a minimum period of six (6) years from the date of completion of the work. The CITY or its authorized representative shall have the right to audit the books, records, and accounts of the CONSULTANT under any of the following conditions:

i. If the Contract is terminated for any reason in accordance with the provisions of this Agreement, in order to arrive at equitable termination costs:

a. In the event of a disagreement between the CONSULTANT and the CITY on the amount due the CONSULTANT under the terms of this Contract.

b. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the CONSULTANT, or the CONSULTANT's efficiency or effectiveness under this Contract or in connection with extras, changes, additions, back charges, or other, as may be provided for in this Contract; and/or

c. If it becomes necessary to determine the City's rights and the CONSULTANT's obligations under the Contract or to ascertain facts relative to any claim against the CONSULTANT which may result in a charge against the CITY

2. These provisions for an audit shall give the CITY unlimited access during normal working hours to the CONSULTANT's books and records; under the conditions stated above.

D. CONSULTANT's Insurance

1. The CONSULTANT will maintain at a minimum throughout this AGREEMENT the following insurance (to be attached as **Exhibit D**):

a. Worker's compensation and employer's liability insurance as required by the Commonwealth of Massachusetts.

b. Comprehensive automobile and vehicle liability insurance covering claims for injuries to member of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles,

with not less than \$1,000,000 combined single limits.

c. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the CONSULTANT or of any of its employees, agents, or subcontractors, with not less than \$1,000,000 combined single limits.

d. Professional liability insurance of not less than \$ 2,000,000.

e. CITY will be named as an additional insured with respect to liabilities hereunder in insurance coverage's identified in items " B" and "C", and CONSULTANT waive subrogation against CITY as to said policies.

2. The Contractor will be responsible for all damages, loss or injury, including death, to persons or property that may arise or be incurred in or during the conduct and progress of said work and as the result of any action, omission or operation under the Contract or in connection with the Work under the Contract, whether such action, omission or operation is attributable to the Contractor, the Subcontractor, any material supplier, anyone directly or indirectly employed by any of them, or any other person. The Contractor shall make good any damages that may occur in consequence of the Work or any part of it. The Contractor shall assume all liability, loss and responsibility of whatsoever nature by reason of his neglect or violation of any Federal, State, County, or local laws, regulations, or ordinances.

3. The Contractor shall indemnify, hold harmless, and defend the CITY and CONSULTANT , their employees, agents, servants, and representatives from and against any and all claims, suits, demands, actions, costs (including attorney's fees) and damages of whatever nature, regardless of the merit thereof, which may be asserted against the CITY and/or CONSULTANT on account of any such damages or injuries, including death, arising out of or resulting from the performance of the Contractor's Work or the failure to perform the Contractor's Work, including jurisdictional labor disputes or other labor troubles that may occur during the performance of the Contractor's Work, whether or not such damages or injuries, including death, are caused in part by the negligence of the CITY and/or CONSULTANT , their employees, agents, servants, or representatives; provided, however, that the Contractor shall not be obligated to indemnify the CITY and/or CONSULTANT hereunder for any damages or injuries, including death, caused by or resulting from the sole negligence of the CITY and/or CONSULTANT .

E. Asbestos or Hazardous Substances

1. If asbestos or unanticipated hazardous substances in any form are encountered or suspected, the CONSULTANT shall immediately notify the CITY and shall stop its own the work in the affected portions of the PROJECT to permit testing and evaluation of the problem. If asbestos is suspected, the CONSULTANT shall, upon the request of CITY, undertake all steps required in the reporting process applicable to such notices and accept total responsibility to contact all regulatory agencies and in identifying asbestos testing laboratories and demolition/removal contractors or Consultants, and all other required remedial efforts.

2. If asbestos is confirmed, the CITY may engage a specialty Consultant or contractor to study the affected portions of the work and perform all remedial measures. If unanticipated hazardous substances other than asbestos are suspected, the CONSULTANT 'S Hazardous Material Consultant shall conduct tests as directed by the CITY to determine the extent of the problem and to perform the necessary studies and recommend the necessary remedial measures at an additional fee to be negotiated.

F. Litigation Assistance

The CONSULTANT 's Scope of Services includes required or requested assistance to support, prepare, document, bring, defend or assist in litigation undertaken or defended by the CITY. All such services required or requested of the CONSULTANT, except for suits or claims between the parties to this AGREEMENT or suits or claims brought by third parties against CONSULTANT, will be reimbursed as mutually agreed, and payment for such services shall be in accordance with this Agreement.

ARTICLE 7: OBLIGATIONS OF THE CITY

A. City Furnished Data

The CITY may provide to the CONSULTANT all technical data in the CITY'S possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to the CONSULTANT 'S services on the PROJECT.

2. The CONSULTANT may, where reasonable, rely upon the accuracy, timeliness, and completeness of the information provided by the CITY.

B. Timely Review

1. The CITY may examine the CONSULTANT 's studies, reports, sketches, drawings, specifications, proposals, and other documents; and may obtain advice of an attorney, insurance counselor, accountant, auditor, and other Consultants as CITY deems appropriate; and render in writing decisions required of CITY in a timely manner.

C. Prompt Notice

1. The CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope of timing of CONSULTANT 's services, or any defect in the work of the CONSULTANT or construction contractors.

ARTICLE 8: TERMINATION

A. Termination of Contract by the CITY for Cause:

1. If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT shall violate any of the covenants,

agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate the contract, by specifying the effective date thereof in writing, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the CONSULTANT under this contract shall, at the option of the CITY, become its property, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents prior to such termination.

B. Termination by CITY for Convenience

1. CITY hereby expressly reserves the right to terminate this Contract without cause and in its sole discretion and convenience, upon providing thirty (30) days written notice to CONSULTANT.

C. Remedies of the CITY

1. In addition to the right to terminate the contract, the CITY shall also have the right to secure substitute services at the expense of the CONSULTANT, require the CONSULTANT to perform the promised services, withhold further payment from the CONSULTANT until the services are performed.

D. Suspension, Delay or Interruption of Work

1. The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of force majeure or such suspension, delay, or interruption, the CONSULTANT may request, and if the parties mutually agree, an equitable adjustment in the PROJECT schedule, and/or the CONSULTANT'S compensation will be made pursuant to a written amendment to this Agreement signed by all parties hereto.

ARTICLE 8: AMENDMENTS

A. Any change to the CONSULTANT'S cost of or time required for performance of the services must be made through a written amendment to this AGREEMENT signed by all parties hereto. If deemed expedient, the CITY may decrease the scope of work without affecting enforcement of this contract. If the work is not performed, the CONSULTANT and the CITY shall mutually agree upon the credit due to CITY based on the reasonable value of the work deleted.

ARTICLE 9: INDEMNIFICATION AND ATTORNEY'S FEES

A. The CONSULTANT shall indemnify, defend (with counsel acceptable to the CITY), and hold the CITY harmless from and against claims, liabilities, suits, loss, cost, expense, and damages to the extent arising from any negligent act(s) or omission(s) of the CONSULTANT, his employees, officers, agents, subcontractors and affiliates, in performance of the work and services pursuant to this contract. Such indemnification shall include, but not be limited to, claims of breach of contract, or warranty, fault, tort, including negligence, strict liability, and statutory or regulatory violations.

B. Attorney's Fees and Other Expenses: In the event the CONSULTANT brings a claim against the CITY, or any claim is brought against the CITY arising out of CONSULTANT 's work under this Agreement, and no adverse finding by the court is made against the CITY as a result of such claim, the CONSULTANT will reimburse the CITY for all costs and expenses and attorney's fees associated with defending such claim.

ARTICLE 10: GENERAL PROVISIONS:

A. Re-Use of Project Documents

1. All designs, drawings, specifications, documents, and other Work Products of the CONSULTANT are instruments of service for this PROJECT whether the PROJECT is completed or not are the property of the CITY. The CONSULTANT does not warrant or represent that any Work Products are suitable for use on any project other than this project, and that any such reuse without specific written authorization by the CONSULTANT will be at the sole risk of the CITY.

B. Force Majeure

1. The CONSULTANT and the CITY shall not be responsible for damages or delay in performance caused by acts of God, strikes, lockouts, or events within the exclusive control of the other party.

C. No Third Party Beneficiaries

1. This AGREEMENT gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

D. Assignment

1. Neither party will assign all or any part of this AGREEMENT without the prior written consent of the other party.

E. Interpretation

1. Indemnities against, limitations on, and assumptions of liability and limitations on remedies expressed in this AGREEMENT shall apply even in the event of breach of contract, or warranty, fault, tort including negligence, strict liability, statutory, or any other cause of action (except for willful or reckless disregard of obligations) of the party released or indemnified, or whose liability is limited or assumed, or against whom remedies are limited. Party, as used herein, includes the named parties, their officers, employees, agents, subcontractors, and affiliates.

F. Jurisdiction and Venue

1. This is a Massachusetts Contract. The law of the Commonwealth of Massachusetts shall

govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it. Any actions resulting from the interpretation or performance of or related in any way to this AGREEMENT shall be brought in the Superior Court of Hampden County, Massachusetts, or the United States District Court for the District of Massachusetts, sitting in Springfield, Massachusetts.

G. Severability and Survival

1. If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this AGREEMENT shall be construed as if such, invalid, illegal or unenforceable provision had never been contained herein.

H. Safeguarding of Information

1. Any materials given to or prepared by the CONSULTANT under this contract shall not be sold or otherwise made available to any individual or organization without prior approval of the CITY.

I. Nondiscrimination

A. During the performance of this contract, the CONSULTANT agrees as follows:

1. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the CONSULTANT. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The CONSULTANT, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, will state that such CONSULTANT is an equal opportunity employer.

3. 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 provision.

4. The CONSULTANT will include the provisions of paragraphs (a), (b) and (c) above in every subcontract or purchase order so that the provisions will be binding upon every subcontractor or vendor.

J. Conflict of Interest

1. Upon the request of the Director or any authorized agent of the CITY as a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the CITY a statement,

under oath, that no member of his or her immediate family, including spouse, parent or children, or any other officer or employee of the City of Springfield or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City of Springfield has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, or in any other manner, re-numeration arising from or directly or indirectly related to this contract.

K. Prohibition Against Contingent Fees

1. The CONSULTANT by entering into this Agreement certifies that it has not employed any company or person other than a bona fide employee working for us to secure this agreement and we have not paid or agreed to pay any person, company or corporation, individual or firms other than a bona fide employee working solely for us any favor commission, percentage, gift, or any other consideration contingent upon or resulting from the award of making this or any other agreement.

2. The CONSULTANT understands that in the event of a breach or violation of the provision, the CITY shall have the right to terminate this or any other agreement with our firms or individual without liability and at its discretion, to deduct from the contract price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

L. Entire Agreement

This AGREEMENT, including its Attachments and Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changes by a written amendment executed by both parties.

K. CONSULTANT 'S Representations

By entering into this Contract with the CITY, the CONSULTANT represents and warrants the following, together with all other representations and warranties in the Contract Documents:

1. That the CONSULTANT is experienced in and competent to perform the type of work required;
2. That the CONSULTANT is financially solvent, able to pay the CONSULTANT 'S debts as they mature, and possesses sufficient working capital to initiate and complete the work required under the Contract;
3. That the CONSULTANT is familiar with all Federal, State, County, Municipal and departmental laws, ordinances, permits, regulations and resolutions applicable to its work which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or any part thereof;
4. That such temporary and permanent work required by the Contract which is to be done by the CONSULTANT will be satisfactorily performed in accordance with paragraph 6 below;

5. That the CONSULTANT will fully comply with all requirements of the Contract Documents;
6. That the CONSULTANT will perform the work consistent with sound Industry standard practices, good workmanship, and sound business practices, and in the most expeditious and economical manner consistent with high industry standards and in the CITY'S interest;
7. That the CONSULTANT will furnish efficient business administration and experienced management and an adequate supply of employees at all times; and
8. That the CONSULTANT will complete the work within the Project/Task Time, milestones, and price, unless adjusted by mutual agreement of the parties hereto.
9. The CITY retains the right to procure similar Consulting services outside of this contract if it deems it to be in the CITY'S best interest.

M. Notices

1. Contractor Contact. The parties agree that **Evan Plotkin** shall be the principal representative of the Vendor assigned to this agreement, available at (413) 781-8000 or via email @ **evan@splotkin.com**.

2. Disaster Recovery Contact. The parties agree that Tina Quagliato **shall** be the principal representative of the Office of Disaster Recovery assigned to this agreement, available at (413)750-2114 or via email @ tquagliato@springfieldcityhall.com. In the alternative, the contact shall be Sean Pham, available at spham@springfieldcityhall.com.

SIGNATURE PAGE LOCATED ON NEXT PAGE

SECTION 3 CLAUSE

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is


executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Signed, under seal, by all parties on the dates indicated:

NAI Plotkin:


CITY OF SPRINGFIELD:

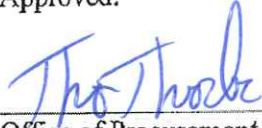

By Evan Plotkin
Date Signed 2-9-2021

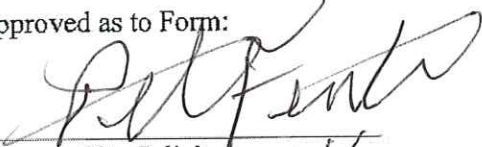
Approved:

Executive Director, Community
Development
Date Signed 2/12/21

psb Approved as to Appropriation: N/A

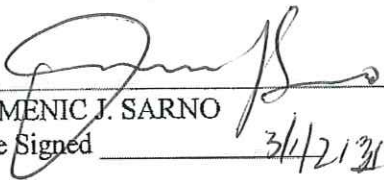

City Comptroller
Date Signed 2-17-2021

Approved:

Office of Procurement
Date Signed: 2-10-21

Approved as to Form:

City Solicitor
Date Signed 2-24

Approved:

CAFO
Date Signed 3/1/21

Approved:

DOMENIC J. SARNO
Date Signed 3/1/21

CORPORATE CERTIFICATE

*THIS MUST BE THE NAME OF THE PERSON AUTHORIZED IN YOUR BY-LAWS TO SIGN CONTRACTS *

**SINCE AN OFFICER CANNOT CERTIFY TO HIMSELF, SOMEONE MUST SIGN THIS OTHER THAN THE PERSON SIGNING THE CONTRACT *

I, ** Elizabeth M Barnes A Resident of Weyfield in
The State of Massachusetts DO HEREBY CERTIFY: that I am
the Clerk/ Assistant Secretary
Secretary of Samuel D. Plotkin and Associates, Inc.

A Corporation duly Organized and existing under and by virtue of the laws of the
State of Massachusetts

And that I have custody of the records of such Corporation: and that as of the date herein
below recited

* Evan C. Plotkin President
(Officer, person who is signing the Contract) (Title)

Authorized to execute and deliver in the name and on behalf of the CORPORATION the
following:

NAI PLOTKIN

CONTRACT NO. 20210535

**ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT
MANAGEMENT SERVICES**

WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal

Of such corporation this 9th day of February 2021

(Affix)
(Seal)
(Here)

** Elizabeth M Barnes



U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008
OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR OR SUBCONTRACTOR ADDRESS PROJECT OR CONTRACT NO.
FOR WEEK ENDING: PROJECT AND LOCATION

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (4-9, LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) EXEMPTIONS FROM WITHHOLDINGS	(3) WORK CLASSIFICATION	(4) DAY AND DATE		(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS			(9) NET WAGES PAID FOR WEEK	
			HOURS WORKED EACH DAY					FICA	WITH- HOLDING TAX	OTHER		TOTAL DEDUCTIONS
			1 P.M.	2 P.M.								

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federal, financial or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(e), The Copeland Act (40 U.S.C. § 8145) contractors and subcontractors performing work on Federal, financial or assisted construction contracts to submit weekly a statement with respect to the wages paid each employee during the preceding week, U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(b)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and Federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, gathering existing data sources, gathering and reviewing the collection of information, if you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W., Washington, D.C. 20210

Date _____

I, _____ (Name of Signatory Party) _____ (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) _____ on the _____ day of _____, and ending the _____ day of _____; that during the payroll period commencing on the _____ (Building or Work) _____; that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) _____ from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

— in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

— Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE _____ SIGNATURE _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CONTRACTOR FACT SHEET

Contract # _____

General Contractor: _____

Address: _____

- Union
 Section 3
 MBE WBE Other _____

Please also indicate any subcontractors that will assist in completion of the contract scope:

<u>Name of Subcontractor</u>	<u>Work Classification</u>	<u>Union (Y/N)</u>	<u>Section 3 (Y/N)</u>	<u>MBE (Y/N)</u>	<u>WBE (Y/N)</u>	<u>Other SDO Certifications (DBE, VBE etc.)</u>

AUTHORIZED OFFICIAL

DATE

CONTRACTOR FACT SHEET

<u>Name of Subcontractor</u>	<u>Work Classification</u>	<u>Union (Y/N)</u>	<u>Section 3 (Y/N)</u>	<u>MBE (Y/N)</u>	<u>WBE (Y/N)</u>	<u>Other SDO Certifications (DBE, VBE etc.)</u>

AUTHORIZED OFFICIAL _____

DATE _____

Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development
Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, safety, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory); for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

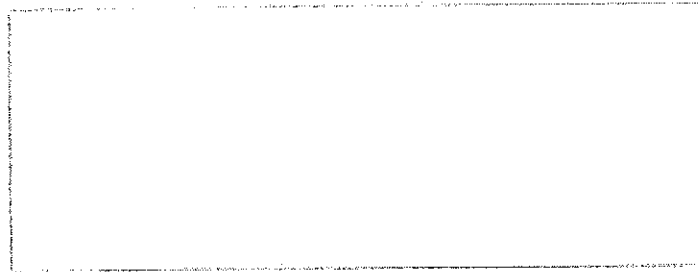
Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY



If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:



or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Exhibit A

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

REQUEST FOR PROPOSALS

RFP (Bid) Number 21-024

Will be received at the Office of Procurement until 2:00 P.M. September 23, 2020 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above RFP number and the due date.
By: Lauren Stabilo, Chief Procurement Officer

This Request for Proposal is for: On-Call Home Rehabilitation and Construction Project Management Services

As requested by: Springfield Office of Community Development/Disaster Recovery

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.

This Proposal is submitted by:

(Company Name)

(Company Address)

I acknowledge receipt of addenda numbered: _____.

Signed by: _____
(Printed or Typed Name and Title)

(Signature and Date)

Telephone Number: () _____

Fax: () _____

Email Address: _____

ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT

SEALED REQUEST FOR PROPOSALS: For On-Call Home Rehab and Construction Project Management Services – Per Bid No. 21-024

will be received until 2:00 PM: September 23, 2020 BY: The Office of Procurement

Lauren Stabilo, Chief Procurement Officer
36 Court Street, Room 307, Springfield MA 01103

Phone: (413) 787-6284 email: lstabilo@springfieldcityhall.com

at which time the bids will be privately reviewed in the Office of Procurement Bid Room.

Bid documents and specifications will be available beginning **Wednesday, August 26, 2020** at 9:00 A.M. Please refer to the bid number and the opening date when inquiring. This bid is subject to M.G.L. c. 30B.

The City of Springfield, Massachusetts (the "City"), acting through the Chief Procurement Officer of the City, issues this Request for Proposals (the "RFP") to parties (individually referred to as a "Proposer") who have an interest in providing On-Call Home Rehabilitation and Construction Project Management Services for City rehabilitation and new construction projects funded by the Office of Community Development/Disaster Recovery. In connection with various projects the selected vendor will provide inspections, specifications, general advice and provide contractor oversight to the City during rehabilitation and new construction projects.

The contract will be utilized by other City Departments on an as needed basis with prior approval from the City of Springfield, Office of Community Development/Disaster Recovery. The City intends to award one on-call contract, estimated at not to exceed \$125,000 annually.

In order for Proposals to be considered for review the Proposer shall provide evidence and detailed backup of the following:

- Proposer and/or staff should have a current Unrestricted Massachusetts **Construction Supervisor License**.
- Proposer and/or staff should have a thorough understanding state and federal lead abatement regulations.
- Proposer and/or staff should have a thorough understanding of Massachusetts State Sanitary Code, Massachusetts Building Code and Federal Housing Quality Standards.

Questions regarding the RFP should be in writing and delivered via email to lstabilo@springfieldcityhall.com or facsimile (413) 787-6295 on or before 4:00PM on September 14, 2020.

Note: to newspaper: insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on the following date: August 26, 2020
Phone: 787-6284 - Reference: 4137836285 - Bid No. 21-024

**CITY OF SPRINGFIELD, MASSACHUSETTS
COMMUNITY DEVELOPMENT & DISASTER RECOVERY**

**REQUEST FOR QUALIFICATIONS
ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT MANAGEMENT
SERVICES**

BID NO. 21-024

Section I: Introduction

The City of Springfield, Massachusetts (the 'City'), acting through the Chief Procurement Officer of the City, issues this Request for Proposals (the "RFP") to parties (individually referred to as a "Proposer") who have an interest in providing On-Call Home Rehabilitation and Construction Project Management Services for City rehabilitation and new construction projects funded by the Office of Community Development/Disaster Recovery. In connection with various projects the selected vendor will provide inspections, specifications, general advice and provide contractor oversight to the City during rehabilitation and new construction projects. Proposals must be prepared in strict accordance with the instructions and requirements contained in this RFP and must be submitted to the City of Springfield, Office of Procurement, 36 Court Street - Room 307, Springfield, MA 01103 **on or before 2:00 PM on September 23, 2020.**

As these are Construction Project Management Services for a "HUD funded projects", these services are not subject to the Engineer Selection Law (M.G.L. Chapter 7C, §§ 44-57), and will instead follow a traditional Request for Proposals (RFP) model, and will be a qualitative procurement. As the service is also exempt from the Uniform Procurement Act, the City of Springfield reserves the right to deviate from that model if necessary.

Requested services for the overall projects may be done as a distinct two-step process, including the ranking of proposals followed by interviewing of the finalists by the Project Manager Selection Panel. The City's Selection Committee made up of representatives from the Office of Community Development, the Office of Housing, and Office of Planning & Economic Development will review all proposals received that meet the Minimum Criteria. Proposals meeting the Minimum Criteria will be ranked according to the Comparative Criteria to create a "shortlist" no less than three of the highest scoring firms.

City will be using a two-step selection process:

Step 1 - Upon receipt of all submissions deemed to meet all of the outlined submission requirements; the selection committee will review independently all of the technical proposals using the Minimum and Comparative Criteria for each Proposer.

Step 2 – Once the overall top ranked Proposer is determined, the City will review pricing proposals or the initial scope of services and award the contract to the overall most advantageous proposer.

Oral interviews/presentations may be requested by the selection committee in order to determine the most advantageous proposer. The City will award a single contract to the overall most advantageous proposal received.

Questions regarding the RFP should be in writing and delivered via email to lstabilo@springfieldcityhall.com or facsimile (413) 787-6295 on or before 4:00PM on September 14, 2020 to:

Office of Procurement
Attn: Lauren Stabilo, Chief Procurement Officer
City Hall – Room 307
36 Court Street
Springfield, MA 01103

All inquiries related to the requirements should prominently refer to “**Bid # 21-024 – “ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES,”** and the opening date.

Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Proposer(s) having requested the bid documents from the Office of Procurement. Proposer should base responses only on the specifications including any addenda.

PLEASE NOTE that all addenda must be acknowledged either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Vendor must write the business name of the firm, sign the sheet and fax or email it to (413-787-6295 or lstabilo@springfieldcityhall.com) and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required by chapter 7C sec. Proposer(s) are advised to call the Office of Procurement (413-787-6284) before sending their bid responses to confirm that all addenda are accounted for.

Required Documents are documents that must be completed and submitted in your bid response package and received at the Office of Procurement at or before the time set for receipt. Review your bid response carefully to be sure all requirements are included. If you have any questions about bid submission requirements please call Procurement (413-787-6284).

The Proposer understands that the following documents included in this bid must be included in the Proposer's response to this bid. If Proposer fails to provide all documents requested below, the bid cannot be considered and will be rejected.

The proposal shall include a letter of transmittal that contains the name of the person, firm, or corporation submitting the proposal and the date of its presentation. Proposals must be submitted in two separate documents. **The Proposer must submit one (1) original and three (3) copies of the Basic proposal and one (1) original of the Cost proposal in separate sealed envelopes entitled ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES *Basic Proposal* and ON-CALL HOME REHABILITATION AND CONSTRUCTION MANAGEMENT SERVICES *Cost Proposal*.**

The following documents require responses and must be included in the *sealed* bid response package marked **ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES *Basic Proposal*** ("Required Documents"):

- **Basic Proposal – Form A**
- **Basic Proposal – Form B**
- Signed RFP Cover Sheet
- Collusion or Fraud Statement
- Cover Letter
- Proposer Reference Sheet (**Proposer Must provide all References from all similar contracts performed in the last Five (5) years**)
- Tax Certification Affidavit & Instruction Sheet (must be notarized)
- Affirmative Action Sheet

The following document requires responses and must be included in the *sealed* bid response package marked and **ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES *Cost Proposal***. ("Required Documents"):

- **Price Proposal Form A**
- **Price Proposal Form B**

The Consultant understands that the following documents included in this bid must be included in the Consultant's response to this bid. If Consultant fails to provide all documents requested below, the bid cannot be considered and will be rejected. The City reserves the right to waive any informality in the proposals procedure, to cancel this RFP, or to accept any part of, or reject any or all proposals received as deemed to be in the best interest of the City.

Section II: Terms and Requirements of Proposal

The City hereby requests competitive sealed bid proposals for a one year period, unless extended by the City in its sole discretion. A contract will be a single year contract with the option to renew this agreement on a yearly basis for two (2) additional years from the Date of Expiration of the one (1) year term without price changes. Any Proposer submitting a bid shall understand and agree that the City's Option to Renew may be exercised upon the expiration of the base one year agreement, and that all aspects, conditions, and pricing shall remain in effect for the duration of the second and third year and the Bidder will comply with such without modification. The City of Springfield also reserve the right to terminate this Contract at any time with (30) days written notice to the awarded Proposer.

The City intends to award one on-call contract, estimated at not to exceed \$125,000 annually.

The contract may be utilized by other City Departments on an as needed basis with prior approval from the City of Springfield, Office of Community Development/Disaster Recovery.

For any services that are subcontracted the vendor must acknowledge in their proposal that they will be subcontracting those services and must acknowledge that they will be the prime contractor responsible for the oversight and timely completion of all projects. Vendor will be responsible for the compensation of sub-contractors. Sub-contractors must be disclosed in the "Basic Proposal – Form B - Subcontractor Disclosure".

Proposer may not use additional subcontractors, not listed, without the prior written approval of the City of Springfield, Office of Community Development/Disaster Recovery.

The City may cancel this RFP, or reject in whole or in part any and all RFP's. If the City determines that cancellation or rejection serves the best interest of the City.

All responses and information submitted in response to this RFP are subject to the Massachusetts Public Records Law, M.G.L. chapter 66, sections 10, and chapter 4, section 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

Section III: Scope of Services

If selected, the Proposer, in a professional and proper manner, to the satisfaction of the City, and in accordance with the law and industry standards, shall provide the services enumerated herein.

The Services will mainly include, but will not be limited to, the following activities:

- Providing home rehabilitation and new construction project management and consulting services to City staff as requested by the City of Springfield.
- Providing advice and/or recommendations on federal and state lead requirements, as requested by the City of Springfield.
- Review 3rd party lead inspections, risk assessments and cost estimates.
- Review weatherization reports provided by MassSave and Springfield Partners for Community Action.
- Correspond with 3rd party lead inspectors throughout the duration of the job, as necessary.
- Conduct inspections of prospective city funded home rehabilitation projects and de-leading projects.
- Conduct re-inspections of City funded rehabilitation and/or new construction projects as projects progress. Ensure work corresponds to specifications and is in compliance with local, state and federal regulations.
- Review and approval of contractor invoices, complete inspections to ensure work completion.
- Review contractor change order requests and ensure all change orders are necessary and proposed costs are reasonable.
- Prepare bid specifications to bring property to code enforcement compliance.
- Conduct site walk-throughs and site visits for prospective contractors/bidders.
- Provide independent cost estimates for rehabilitation and/or new construction projects.
- Review contractor bids, ensure cost reasonableness and correspond regarding any necessary adjustments.
- Correspond with City staff, homeowners and contractors on ongoing rehabilitation and new construction projects as necessary.
- Oversight of construction and rehabilitation projects. Including providing checklist of outstanding items needed for project completion and/or certify project completion.
- Review new construction specifications and plans.

This list of services is intended to serve as an example of services provided, but additional services, allowed by the On-Call Agreement may be requested.

Section IV: Section 3 Clause

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section V: Minimum Criteria

In order to be responsive to this request for proposals, the following minimum criteria ("Minimum Criteria") must be satisfied:

The Firm shall possess the following experience, qualifications, practices, equipment, etc., as part of this Agreement in addition to other specific requirements contained in individual Sections of Work following. In order for Proposals to be considered for review the Proposer shall provide evidence and detailed backup of the following:

- Proposer and/or staff should have a current Unrestricted Massachusetts **Construction Supervisor License**.
- Proposer and/or staff should have a thorough understanding state and federal lead abatement regulations.
- Proposer and/or staff should have a thorough understanding of Massachusetts State Sanitary Code, Massachusetts Building Code and Federal Housing Quality Standards.

Firm/Proposer shall be knowledgeable and experienced in projects, regulations and procedures for practicing duties in compliance with items above and shall submit information and detailed documentation stating such in proposal. The Firm shall be knowledgeable, licensed and certified as required to perform all work listed above and shall provide documentation of such in their proposal.

Firm shall list all Staff, their respective trade credentials, and their respective qualifications as they may apply to Work or Services as part of this Agreement, resumes and relevant experience should be included. Staff not included hereon or declared shall not be invoice-able by the Firm as part of this Agreement. Firm will not invoice for any staff person(s) work or time if that staff person is not MA licensed (if applicable), qualified and experienced in the trade, function, or duty he/she is performing.

Any new staff employed by the Firm after this Agreement has been executed, and is intended for use by the Firm as part of this Agreement shall comply with the requirements of this Agreement and be submitted for the City's approval before their implementation on work as part of this Agreement.

Section VI: Evaluation Criteria

The Review Committee will use the following criteria to score all proposals submitted.

Minimum Criteria

Proposer has submitted evidence and detail that they meet all of the Minimum Criteria laid out above. Any proposals that do not meet the minimum criteria and/or do not provide sufficient information/evidence that they meet the minimum criteria will be disqualified.

Experience of Key Personnel

"Key Personnel" include the person in charge and other individuals with responsibility for significant portions of the services to be provided, all of whom have education and experience appropriate to their assigned responsibilities.

Capacity

The Proposer must have the capacity and capability to provide required project reporting, management and oversight for a minimum of ten (10) projects simultaneously. The Proposer will have to demonstrate that they have the appropriate amount of licensed staff members to ensure that a high volume of projects can be overseen both simultaneously and competently.

Experience Completing Comparable Projects

Proposer has completed several comparable projects successfully and has demonstrated experience in all project components, including inspections, writing work specifications, cost estimating, reviewing invoices and contractor oversight.

The Proposer shall supply the information required by Section VII, Statement of Interest, Qualifications, and Experience, and shall meet all other requirements of this RFP and applicable statutory requirements.

Each proposal must clearly state how the Proposer meets the Minimum and Comparative Evaluation Criteria set forth in this section. Proposals that do not meet the Minimum Criteria may be rejected.

Section VII: Statement of Interest, Qualifications, and Experience

In order to be responsive to this request for qualifications, the Proposer must provide, at a minimum, the following information:

- A. Statement of Interest. A general statement regarding the Proposer's interest in providing the services described in this request for proposal.
- B. A history of the Proposer.
- C. A description of all relevant experience, especially services previously provided to government clients, the nature of the services, duration of services and other relevant information.
- D. The organizational structure of the Proposer, including an organizational chart.

E. The names and experience of Key Personnel that will be assigned to provide the services described in this request for proposal. Please state the reasons why the proposed organization and team members are considered appropriate for the project. Please provide, for each person:

- Name, title and current business address.
- A current resume showing education, previous employers, nature of work performed for the employer, and dates of employment of all "Key Personnel".
- Length of time employed with the Proposer and the person's current assignment(s).
- A description of the nature, complexity and past comparable services provided, especially descriptions of previous municipal projects.

Proposal should also include the following information:

- **Project Approach.** A narrative describing the approach that the Proposer would take to deliver the services requested.
- **Office Locations.** A list of all of the Proposer's office locations with street addresses and telephone numbers.
- **Legal Matters.** Provide the following information:
 - A statement of whether within the past ten years there have been, or whether there are currently, any pending investigations of or actions against the Proposer, any owner of the Proposer, or any employee of the Proposer by any federal, state, or local regulatory agency. State whether any of the Key Personnel to be assigned to this project have been or are now subject to any such investigations or actions. If the response to any of the foregoing is affirmative, provide an appropriate explanation to include the disposition of the proceedings.
 - State whether any client has terminated a contract, or sought removal of your project team during the past three (3) years. If so, provide a complete explanation.
 - Document any name changes or changes in the organization of your legal entity that necessitated a filing with the Secretary of the Commonwealth during the past ten (10) years. Explain the reasons behind any change.
 - State whether the Proposer has filed for U.S. Bankruptcy Court Protection during the past seven (7) years and, if so, describe the circumstances and disposition of the case.
- **Relevant Previous Experience.** The proposer should submit a list of all comparable experience over the past ten (10) years. This should include any municipal and/or government agencies that they have worked with and/or any corporate clients of similar size and scope and detailed description of the work performed for each entity.

- **Client References.** The names, addresses, and telephone numbers of five (5) client references. References from government clients are preferred.
- **Other Relevant Information.** The Proposer should include any other information that demonstrates the Proposer's qualifications to perform the services described in Section III and otherwise demonstrates satisfaction with the requirements of this RFP. The Proposer should also submit information regarding any special capability or service which may be applicable to the Project.

Section VIII: Fee Proposal

A. Proposers shall submit in a separate envelope (See Section X) a Price Proposal outlining total proposed compensation for performance of the services over the term of the contract. *Pricing proposals will be submitted in separate sealed envelopes from the basic proposals, and will be considered after firms are ranked to determine an overall "Most Advantageous" Proposer.*

Section IX: Submission of Proposals

Proposals shall be delivered by U.S. Mail, overnight delivery service (e.g. UPS or Federal Express), or by hand. Delivery by facsimile or electronic mail is prohibited. It is the Proposer's sole responsibility to ensure that its proposal is received at the proper location on or prior to the deadline. All responses to these proposals must be in writing and in the form set forth in this RFP and delivered in sealed envelopes to:

Chief Procurement Officer
 Attn: Lauren Stabilo
 City of Springfield Office of Procurement
 36 Court Street, Room 307
 Springfield, MA 01103
 Tel. (413) 787-6284
 Fax (413) 787-6295

Basic proposals and Price Proposals shall be submitted in SEPARATE sealed envelopes.

Proposals will be analyzed by a Committee made up of representatives from the Office of Community Development, the Office of Housing, and Office of Planning & Economic Development. Supplemental information may be requested by the City and obtained from Proposers. In connection with the evaluation of Proposals, oral presentations may be requested of all or some of the Proposers.

In accordance with Massachusetts General Laws, Chapter 7C, § 44-58, proposals shall be assembled and submitted as follows:

Basic Proposal & Subcontractor Declaration (Including Basic Proposal - Form A & Form B) – Basic proposals should also include all required items to meet the Minimum Criteria, including a detailed Plan of Services explaining how the Project will be implemented, relevant experience, key personnel and their experience and credentials, references and all other information

requested. Price Proposal shall be submitted in a SEPARATE sealed envelope from the Basic Proposal; and,

Price Proposal (Including Price Proposal - Form A through Form E) – Shall include only the proposed prices for the services for the initial term and the two one year renewal terms.

The Basic Proposal and Price Proposal shall be submitted in separate sealed envelopes addressed to Lauren Stabilo, Chief Procurement Officer, 36 Court Street, Springfield, MA 01103. Each envelope shall be clearly marked **“ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES” PROPOSAL (BID) NO. 21-024** together with the additional legend **“BASIC PROPOSAL” OR “PRICE PROPOSAL”** as appropriate.

Proposal Forms shall be completed in ink or by typewriter. The price of each item shall be stated in words and figures. All blanks must be filled in. Proposals by corporations shall be executed in the corporate name by the president or other corporate officer accompanied by evidence of authority to sign and attested by the secretary or assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature. The official address of the partnership shall be shown below the signature. Proposals by joint ventures shall be similarly executed by all joint venture partners. All names shall be typed or printed below the signature.

Each Proposal Form shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Form). The address to which communications regarding the proposal are to be directed shall be shown.

A Proposer may correct, modify, or withdraw its proposal by written notice received by the City at the address specified in Section IX prior to the time and date specified for the receipt of proposals. After such time, a Proposer may not change the price or any other provision of its proposal in a manner prejudicial to the City or to fair competition.

The proposals shall not be opened publicly, but the City shall cause them to be opened in the presence of one or more witnesses at the time specified above. Until the completion of the evaluations, or until the time for acceptance specified above, whichever occurs earlier, the contents of the proposals shall remain confidential and shall not be disclosed to competing Proposers. At the opening of proposals, the City shall prepare a register of proposals which shall include the name of each Proposer and the number of modifications, if any, received. The City may open the Price proposals at a later time, and shall open the Price proposals so as to avoid disclosure to the individuals evaluating the proposals on the basic criteria other than price.

If deemed necessary the Committee, firms or individuals may be interviewed prior to the final selection of three (3) finalists. The Committee may also choose to interview those firms or individuals selected as finalists. If interviews are to be held, firms or individuals will be notified five (5) business days prior to their scheduled interview. The City reserves the right to determine the number of firms or individuals to be interviewed if a preliminary round of interviews to the selection of three (3) finalists is decided upon by the Committee.

The City may not enter into a contract unless funds are available for the first fiscal year at the time of contracting. Payment and performance obligations for the succeeding fiscal years shall depend upon the availability and appropriation of funds. The City, therefore, must reserve the right to cancel the contract if funds are not appropriated or otherwise made available to any fiscal year succeeding the first year.

Section X: Inquiries

No interpretation of the meaning of the requirements of this RFP will be given out except in response to a written request. **Questions regarding the RFP must be received on or before September 14, 2020 at 4:00PM EST.** All inquiries should be in writing and delivered via mail or facsimile (413) 787-6295 to:

Chief Procurement Officer
Attn: Lauren Stabilo
Springfield Office of Procurement
36 Court Street, Room 405
Springfield, MA 01103
lstabilo@springfieldcityhall.com

All inquiries related to the requirements should prominently refer to "**Bid # 21-024- "ON-CALL HOME REHABILITATION AND CONSTRUCTION PROJECT MANAGEMENT SERVICES,"**" and the opening date. Please keep in mind the schedule of bid events and questions should be received early enough in the schedule to permit the City's responses to be sent to and received by all prospective Proposer(s).

To be given consideration, any inquiry must be received at least ten (10) days prior to the date for receipt of the proposals specified above. Any and all such interpretations, supplemental instructions or information will be made in the form of written addenda which will be sent to all holders of the RFP. The City, in its sole discretion, may decline to provide the information requested. Any addenda so issued shall become part of the RFP.

Responses to inquiries will be in the form of a numbered addendum to the specifications issued by the Office of Procurement and sent to all parties listed in the bid file as Proposer(s) having requested the bid documents from the Office of Procurement. Proposer should base responses only on the specifications including any addenda.

PLEASE NOTE that all addenda must be acknowledged either in the bid response (there is a space for that purpose on the bid cover sheet) when submitted or by following the instructions on the addendum cover sheet. If using the latter means to acknowledge receipt, the Proposer must write the business name of the firm, sign the sheet and fax it to (413-787-6295) and/or include a copy of the sheet in the bid response. Failure to acknowledge any addendum may cause rejection of a bid response as required. Proposer(s) are advised to call the Office of Procurement (413-787-6285) before sending their bid responses to confirm that all addenda are accounted for.

Section XI: Reservation of Rights

The City reserves the right to:

- Reject any and all proposals if deemed at the best interest of the City.
- Conduct investigations with respect to the qualification of each Proposer (including interviews and/or contacting previous clients) or to verify documentation submitted.
- Supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another RFP.
- Issue additional subsequent solicitations for proposals
- Reevaluate a proposal or award if substitutions of Key Personnel or other changes proposed prior to execution of the contract.
- Condition an award of a contract on the successful negotiations of specified revisions to a Proposer's Plan of Services as permitted by M.G.L. C. 30B as the City, in its sole discretion may determine. However, Proposers shall not include items for negotiation in their proposals or otherwise condition their proposals on negotiation of changes to requirements in the RFP or the contract. Inclusion of any such conditions in a proposal shall be cause for rejection of the proposal.
- Use itself, its' employees and past experiences of employees with proposing firms, as a reference.
- Award only one contract if there is not a second contractor that is deemed advantageous.
- Award multiple contracts for the same service to two separate vendors.

Evaluation Criteria

Proposals that meet the Minimum Criteria will be further evaluated and rated on the basis of the following Comparative Criteria. The City reserves the right to ask any Proposer to provide additional supporting documentation in order to verify its response.

Ratings of (i) Highly Advantageous ("HA"); (ii) Advantageous ("A"); (iii) Not Advantageous ("NA"); or (iv) Unacceptable ("U") will be given to each of the following criteria for each Proposer. A composite rating will then be determined. A composite rating of "Highly Advantageous" or "Advantageous" may be assigned only if a proposal has received at least one such rating among the criteria listed below.

A. Experience of Key Personnel

HA – Proposer has "key personnel" that have ten (10) years of relevant experience providing-rehabilitation and construction project management services, including inspections, reports, general project oversight and management.

A – Proposer has "key personnel" that have a minimum of five (5) years of experience providing rehabilitation and construction project management services, including inspections, reports, general project oversight and management.

NA – Proposer does not have "key personnel" with a minimum of five (5) years of experience providing home rehabilitation and construction project management services, including inspections, reports, general project oversight and management.

U – Non-responsive.

B. Capacity

HA – Proposer has documented a clear, comprehensive plan and has the ability to dedicate the appropriate amount of staff to be able to provide home rehabilitation and construction project management services for more than ten (10) projects simultaneously.

A – Proposer has demonstrated a clear, comprehensive plan and the appropriate amount of staff to be able to provide home rehabilitation and construction project management services for a minimum of ten (10) projects simultaneously.

NA – Proposer has not submitted a clear comprehensive plan and/or the appropriate amount of staff to be able to manage at least ten (10) projects simultaneously.

U – Non-responsive.

C. Experience Completing Comparable Projects

HA – Proposer has completed more than thirty (30) comparable projects successfully and has demonstrated competency in project components, including inspections, writing work specifications, cost estimating, reviewing invoices and/or contractor oversight.

A – Proposer has completed at least ten (10) comparable projects successfully and has demonstrated experience in project components, including inspections, writing work specifications, cost estimating, reviewing invoices and/or contractor oversight.

NA – Proposer has not demonstrated significant experience and/or has been unable to demonstrate competency in significant project components.

U – Non-responsive.

D. Experience with Publicly Funded Projects

HA – Proposer has completed ten (10) or more publicly funded, comparable, projects.

A – Proposer has successfully completed less than ten (10) publicly funded, comparable projects.

NA – Proposer has not demonstrated successful completion of any publicly funded comparable projects.

U – Non-responsive.

**BASIC PROPOSAL – FORM A
PROPOSAL FOR ON-CALL HOME REHABILITATION AND CONSTRUCTION
PROJECT MANAGEMENT SERVICES
CITY OF SPRINGFIELD**

The undersigned Proposer certifies under penalties of perjury that this Basic Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

The initial term of the contract will be from October 1, 2020 to November 30, 2021. The City reserves the right at its sole discretion to extend the contract for up to two (2) consecutive additional terms. The first renewal term would be for the period from October 1, 2021 to November 30, 2022. The second renewal term would be for the period from October 1, 2022 to November 30, 2023.

If this Proposal is accepted by the City, the undersigned Proposer agrees to execute a contract in the form attached as Exhibit B to the RFP without exception.

The Proposer has, under separate cover, submitted Form B, Price Proposal, which is incorporated into this proposal by this reference.

The Proposer further certifies under penalties of perjury as follows:

- a. That neither Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Proposer in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Proposer acknowledges receipt of Addenda numbered: _____, _____, _____.

Dated this _____ day of _____, 2020.

Signature of Proposer: _____

Name of Proposer: _____

State of Incorporation: _____

Business Address: _____

City/State/Zip: _____

Telephone: _____

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

THIS BASIC PROPOSAL FORM A, WITH THE PROPOSER'S BASIC PROPOSAL ATTACHED, MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE PRICE PROPOSAL. SEE SECTION X OF THE REQUEST FOR PROPOSALS.

Exhibit B

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

REQUEST FOR PROPOSALS

RFP (Bid) Number 21-024

Will be received at the Office of Procurement until 2:00 P.M. September 23, 2020 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above RFP number and the due date.
By: Lauren Stablio, Chief Procurement Officer

This Request for Proposal is for: On-Call Home Rehabilitation and Construction Project Management Services

As requested by: Springfield Office of Community Development/Disaster Recovery

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.

This Proposal is submitted by:

NAI Plotkin

(Company Name)

1350 Main Street, Springfield, MA 01103

(Company Address)

I acknowledge receipt of addenda numbered: 1

Signed by: Evan Plotkin

(Printed or Typed Name and Title)

(Signature and Date)

9 / 23 / 2020

Telephone Number: (413) 781-8000

Fax: (413) 781-2100

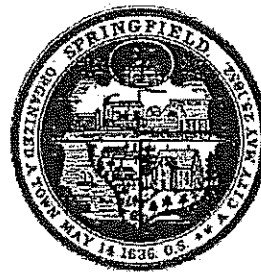
Email Address: evan@splotkin.com

Unbound Original

BASIC PROPOSAL

For On-Call Home Rehab and
Construction Project Management Services
Bid No. 21-024

Submitted To:



Lauren Stabilo
Chief Procurement Officer
City of Springfield
36 Court Street, Room 307
Springfield MA 01103

Submitted By:

NAI Plotkin

1350 Main Street, Suite 1410
Springfield, MA 01103

413-781-8000 | www.naiplotkin.com

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Appendix

- Professional Resumes

Section 1
Required
Forms

Cover Letter

September 24, 2020

Ms. Lauren Stabilo
Chief Procurement Officer
City of Springfield
36 Court Street, Room 307
Springfield MA 01103

Re: Proposal for On-Call Home Rehab & Construction Project Management Services

Dear Lauren:

We are pleased to submit this proposal for On-Call Home & Rehab & Construction Project Management Services to the City of Springfield. NAI Plotkin has been involved in a variety of different types of construction, development and property management services for a wide range of governmental, institutional and corporate clients for over 35 years, including the City of Springfield from 2006 to 2009, where we provided management services including site evaluations, construction oversight, monthly inspections, emergency response services, and financial administration, and property inspections for all commercial and residential tax title properties.

In 1983, we were selected by the Dukakis Administration to be the first privatized management company for the Commonwealth of Massachusetts to manage state office properties. During that time, we worked closely with representatives of DCAM and the Bureau of State Office buildings to oversee the State Office Building and the Registry of Motor Vehicles, both in Springfield. This work included the supervision of the construction and buildouts for multiple state agencies spanning over 3 decades.

We believe that with our municipal experience combined with work performed for institutional and corporate clients like MGM, CHD, Baystate Medical and Bay Path College, to name a few, makes us uniquely qualified to perform on-call home rehab and construction and project management services to the City of Springfield.

We value the opportunity to assist you and feel confident that we would exceed your expectations by going above and beyond the requirements and deliverables outlined in the RFP.

Please feel free to contact me at 413-200-6001, or on my cell phone at 413-531-6104, should you have any questions regarding the services outlined in this proposal. Thank you for considering NAI Plotkin.

Sincerely,



Evan Plotkin
President/CEO

**BASIC PROPOSAL – FORM A
PROPOSAL FOR ON-CALL HOME REHABILITATION AND CONSTRUCTION
PROJECT MANAGEMENT SERVICES
CITY OF SPRINGFIELD**

The undersigned Proposer certifies under penalties of perjury that this Basic Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that it has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein.

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The Proposer further certifies under penalties of perjury as follows:

- a. That neither Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity.
- b. That it has reviewed all of its engagements and pending engagements and that, in making this proposal, no potential for conflict of interest or unfair advantage exists.
- c. That the information supplied by the Proposer in this proposal is current, truthful and complete.
- d. That pursuant to Massachusetts General Laws, Chapter 62C, § 49A, the Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

The Proposer acknowledges receipt of Addenda numbered: 1, _____, _____.

Dated this 23 day of September, 2020.

Signature of Proposer: 

Name of Proposer: Evan Plotkin

State of Incorporation: Massachusetts

Business Address: 1350 Main Street, Suite 1410

City/State/Zip: Springfield, MA 01103

Telephone: 413-781-8000

If this proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If this Proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner.

If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

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**BASIC PROPOSAL – FORM B
SUBCONTRACTOR DECLARATION**

Firm shall list the Subcontracting Company with address, their experience with similar projects to that in which the Bidder intends to use them for here, subcontractor contact person and telephone number. Firm shall include any relevant licenses.

	Subcontractor (w/ address and Lic #)	Experience (similar projects)	Contact Person (w/ telephone #)
	Eagle Construction 24 Circle Drive Granby, MA 01033	See attached resume	Michael Brennan 413-537-5764
	Olesak Home Improvements 31 Schumann Drive Westfield, MA	See attached resume	Jake Olesak 413-244-5046

Bidder may copy this Form and use additional sheets as necessary.

Firm shall note by asterisk (*) if any recorded Subcontractors are MWBE's.

Form shall not be altered, amended, supplemented, or substituted by Bidder

Additional subcontractors may be used throughout the duration of this agreement with prior written approval of the City of Springfield, Office of Housing.

EAGLE CONSTRUCTION

MIKE BRENNAN
H 413-467-9488
C 413-537-5764

FULLY INSURED

MA. LICENSE
069788

SLATE ROOFING,
WINDOWS, SIDING,
RENOVATIONS



MA. REG. #
165409

COMPLETE CARPENTRY SERVICES

24 CIRCLE DRIVE
GRANBY MA 01033

Eagle Construction Recent Projects

1. Granby Free Public Library
West State St. Granby, MA
Interior and exterior finish and rough carpentry
All exterior hardy board siding and associated trims
Contract Value: \$195,000 Labor and Material
2. Keystone Senior Living Center
Torrington, CT
All exterior siding, trim, and balcony railings
Contract Value: \$245,000 Labor only
3. Hebron Senior Living Facility
Hebron, CT
Siding, railings, and all exterior columns and trim
Contract Value: \$240,000 Labor only
4. Chestnut Park/Holyoke Catholic Restoration Project
All interior and exterior historical finish carpentry
Contract Value: \$190,000 Labor only
5. Doverbrook Condominiums Fire Rebuild
Chicopee, MA
All exterior roofing, siding, and doors
Interior dividing curtain walls
Contract Value: \$150,000 Labor and Material

9-18-20

Thank You
Michael Brennan
Eagle Construction

A handwritten signature in black ink, appearing to read "Michael Brennan". The signature is written in a cursive, flowing style.

Michael Brennan

Contact At: eagleconstructionma@yahoo.com

QUALIFICATIONS

Licensed Construction Supervisor
Advanced Blue Print Reading
Commercial and Residential Construction
HSI License Holder
40YRS Jobsite Experience

Lift Certification
OSHA 30HR Certification
Master Window and Door Certification
Advanced Welding Certification

EMPLOYMENT HISTORY

Eagle Construction, Granby, MA (2004 – current)

Position: Owner Operator

Job Description: All phases of commercial, residential, and historical construction. Including estimating jobs, payroll, and marketing. Interior and exterior construction.

Andy's Home Improvement, Bloomfield, CT (1999 - 2004)

Position: Superintendent

Job Description: Supervisor for all subcontractors, laborers, and carpenters.
Responsible for all aspects on job sites.

Brennan Construction, Chicopee, MA (1991 - 1999)

Position: Owner Operator

Job Description: Residential and commercial roofing and siding.

Pride Corporation, Springfield, MA (1991 – 1993)

Position: Lead Carpenter

Job Description: In charge of building and remodeling Pride stores and truck stops.
Duties included finish and rough carpentry.

Mahan Building & Slate Roofing, East Longmeadow, MA (1985 -1991)

Position: Apprentice/Carpenter/Job Foreman

Job Description: Duties include copper work, welding, and advanced blue print reading. (Mig, Tig, Stick welding). Finish and rough carpentry, slate and rubber roofing.
Advanced welding mathematics

Hampshire Steel Erectors, Belchertown, MA (1978 – 1985)

Position: Job Foreman

Job Description: Pre-engineered metal building and bridge work construction.

EDUCATION

Construction Supervisors License # MA 69788
Technical Career Institute, CT (1989 – 1991)
Welding Technology & Advanced Blue Print Reading
Chicopee High School, Chicopee, MA
Graduated Class of 1978

SKILLS

Finish/Rough/Historical Carpentry
Rubber/Slate/Shingle/Metal Roofing
Welding & Rigging
Pre-Engineered Metal Building
Cement/Vinyl/Wood Siding

REFERENCES AVAILABLE UPON REQUEST

31 Schumann Drive
Westfield, Mass, 01085
413-244-5046 |
joleksak26@comcast.net

THE COMPANY

James Oleksak of Oleksak Home Services L.L.C. has worked in the construction industry since 1974. Working as a union concrete finisher in the 70's for Ley construction. In the 80's working for R.C. Hayden Construction as a residential house framer and interior trim finisher. Working for Fontaine Brothers Construction as a union carpenter on commercial renovation projects. IN 2001 Started Oleksak Home Services L.L.C. Working both commercial and residential projects.

The Company is structured as a Limited liability Company, operating out of Westfield Ma.

PROFESSIONAL SERVICES

Our company provides the following services:

- Ceramic tile floors, wall, and custom showers.
- Interior trim work (cabinets flooring, moldings, doors, etc..)
- Sheetrock installation and finish
- Painting interior and exterior.
- Roofing repairs and installation commercial and residential.
- General building repairs commercial and residential.
- Able to perform work in pre 1978 residential and commercial building projects as a certified lead renovator supervisor with the understanding of RRP rules and safety precautions.
- As a Certified mold remediator our company has the ability to perform mold remediations
- We are also closely associated with Plumbers, Electricians, and interior environmental experts who work with us to identify and repair any building deficiencies.

OWNER BACKGROUND

James Oleksak (Owner)

- Unrestricted Construction Supervisor # CS-078995
- Mass. Home Improvement Contractor Reg.# 145335
- CT. Home Improvement Contractor Reg. # HIC.0617757
- Certified Lead Renovator Supervisor #
- Certified Lead firm #
- Certified Mold Remediator Cert. #

WORK HISTORY

NAI Plotkin: We provide maintenance services for the following:

- Elms Condominiums East Longmeadow Ma.
- Fields AT Chestnuts Condominiums Longmeadow Ma.
- Glenmeadows Condominiums Longmeadow Ma.
- The Meadows Condominiums Enfield Ct.
- Mills pond Condominiums Bloomfield Ct.
- Plantation Condominiums Agawam Ma.
- Mulberry House Condominiums Springfield Ma.
- Mansion Woods Condominiums Agawam Ma.
- Riverbend Condominiums Bondsville Ma.
- Shadow brook Condominiums Hadley Ma.
- Sumner Place Springfield, Ma.

Commercial Properties:

- Medical Office Building Baystate Springfield, Ma.
- New North Medical Springfield Ma.
- 125 Liberty Street Springfield Ma.
- 1350 Main Street Springfield Ma.
- CHD Birnle Ave Springfield Ma.
- CHD Greenfield Ma.
- Seitico Plaza Enfield CT.

Springfield Museums:

- Dr. Seuss House 74 Fairfield Springfield, MA.

Fresenius Kidney care

- Yankee Family Dialysis Greenfield, MA.

EDUCATION

Westfield technical Academy: Carpentry and blueprint reading

ATC Group: Mold certification training.

ATC Group: Lead Renovator certification training

Schiuter: Tile and waterproofing certification training

Training conducted by:
ATC Group Services LLC
73 William Franks Drive
West Springfield, MA 01089
(413) 781-0070

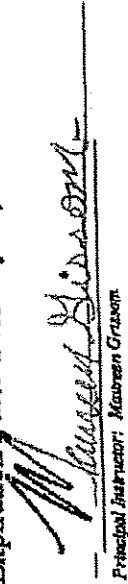
Certificate of Attendance and Successful Completion


Lead-Safe Renovator – Supervisors Refresher
Per 454 CMR 22.06

James Oleksak
31 Schumann Drive, Westfield, MA 01085
Certificate Number: **NAT-RV-R-966-20-2289**



Course Date: February 10, 2020
Examination Date: February 10, 2020
Expiration Date: February 10, 2025


Principal Instructor: **Maureen Grubben**



Regional Manager: **Gregory Mirsch**

CEP's for MA Construction Supervisor License:
MA ATC Coordinator ID: CSL-CD-000104
MA Continuing Education Course #: CS-010401

Commonwealth of Massachusetts
 Division of Professional Licensure
 Board of Building Regulations and Standards
 Construction Supervisor

CS-070995 Expires 10/10/2020

JAMES E OLESAK
 31 SCHUMANN DRIVE
 WESTFIELD MA 01085



Commissioner *Chris Brown*

STATE OF CONNECTICUT
 HOME IMPROVEMENT CONTRACTOR
 OLESAK HOME SERVICES LLC
 31 SCHUMANN DR
 WESTFIELD, MA 01085-1430

Registration #	Effective	Expiration
HIC.0617757	12/01/2019	11/30/2020

SIGNED: *James Oleksak*

The State of Connecticut
 Office of Consumer Affairs & Business Regulation
 HOME IMPROVEMENT CONTRACTOR
 TYPE: LLC
 Registration 185355 Expiration 01/10/2021
 OLESAK HOME SERVICES, LLC

JAMES E. OLESAK
 31 SCHUMANN DR
 WESTFIELD, MA 01085

J. Oleksak
 Undersecretary

City of Springfield
Office of Procurement
36 Court Street - Room 307
Springfield MA 01103



September 15, 2020

Addendum No. 1- RFP: On-Call Home Rehab and Construction Project Management Services

Bid No. 21-024

Bid Due Date: September 23, 2020 at 2:00 P.M.

Ladies and Gentlemen:

This is an addendum to the above bid(s). Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request.

The following are responses to questions received

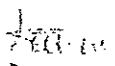
- Questions

1. Saw in the RFP that a construction super license is needed - Is MA architectural registration a suitable alternative? A: Yes, definitely.

2. On Price Proposal - Form B, line item 4. Change Order Review does not appear to include a sub-total field as the other line items do. Would you like us to include a sub-total amount for this line item? A: Yes, please see the corrected form.

- Revise Price Proposal - Form B
(see attached)

Sincerely,


Lauren Stabilo
Chief Procurement Officer

Please acknowledge receipt of this addendum by signing below and returning to this office via facsimile to (413) 787-6295 or email: lstabilo@springfieldcityhall.com

Signed: _____

Company: _____

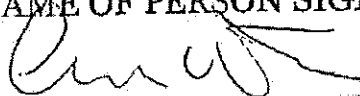
(please print)

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

Evan Plotkin

(NAME OF PERSON SIGNING BID)



(SIGNATURE)

NAI Plotkin

(COMPANY)

REFERENCES

Bidder must provide a listing of three (3) or more references from previous employers for work performed in the area of Public Safety gunfire detection, location and surveillance systems. Bidder must provide a listing of at least one (1) municipal reference similar in size as the City of Springfield (or a similar, comparable project) for work performed.

1. Name: Jason Rosewell, Vice President of Facilities for MGM
Address: One MGM Way, Springfield, M01103

Telephone Number: 413 273 5111
E-mail: jrosewell@mgspringfield.com
Dates Worked: 2016-2018
Description of Work Performed: _____
Consultant and Owners Representative on the construction of the 3,400
Car Parking Garage located at the MGM Casino, Springfield, MA.

2. Name: Martha Goldsmith, Office of Leasing and State Office Planning
Address: One Ashburton Place
Boston, MA 02110
Telephone Number: (617)727-8000 Exxt. 819
E-mail: marth.goldsmith@state.ma.us
Dates Worked: 2008-2010
Description of Work Performed: _____
NAI Plotkin performed property management services
at the Springfield State Office Building located at 436 Dwight Street.

3. Name: Brian Packer, SVP Project Management for MGM
Address: 3260 Sammy Davis Jr. Drive
Las Vegas, NV 89109
Telephone Number: 215.205.4409
E-mail: Bpacker@mgmresorts.com
Dates Worked: 2016-2018
Description of Work Performed: _____
Consultant and Owners Representative on the construction of the 3,400
Car Parking Garage located at the MGM Casino, Springfield, MA.

4. Name: James Goodwin, President for Center for Human Development
Address: 332 Birnie Avenue, Springfield, MA 01107

Telephone Number: 413-439-2247
E-mail: jgoodwin@chd.org
Dates Worked: 2017-2018
Description of Work Performed: _____
NAI Plotkin provided Owner's Representation for the construction of a brand new
state-of-the-art, 30,000 SF Wellness Center located in downtown Greenfield.

5. Name: Christopher Moskal, Executive Director, Springfield Redevelopment Authority
Address: 70 Tapley Street, Springfield, MA 01104

Telephone Number: 413-787-7661

E-mail: cmoskal@springfieldcityhall.com

Dates Worked: Ongoing

Description of Work Performed:

Property inspections of all tax title properties for the

City

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____

Company: Samuel D. Plotkin and Associates, Inc. dba NAI Plotkin

P.O. Box (if any): _____ Street Address Only: 1350 Main Street, Suite 1410

City/State/Zip Code: Springfield, MA 01103 E-mail: _____

Telephone Number: 413-781-8000 Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____
Please Identify if the bidder/proposer is a:
Corporation X

Individual _____ Name of Individual: _____
Partnership _____ Names of all Partners: _____
Limited Liability Company _____ Names of all Managers: _____
Limited Liability Partnership _____ Names of Partners: _____
Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Evan C. Plotkin certify under the pains and penalties of perjury that Samuel D. Plotkin and Associates, Inc dba NAI Plotkin, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law. (authorized agent) (Bidder/Proposer)

Samuel D. Plotkin and Associates, Inc. Date: 9/21/2020
Bidder/Proposer/Contracting Entity Authorized Person's Signature

CITY OF SPRINGFIELD TAX CERTIFICATION

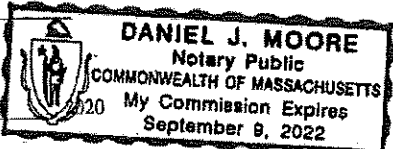
I, Evan C. Plotkin certify under the pains and penalties of perjury that Samuel D. Plotkin and Associates, Inc dba NAI Plotkin, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City). (authorized agent) (Bidder/Proposer)

Samuel D. Plotkin and Associates, Inc. Date: _____
Bidder/Proposer/Contracting Entity Authorized Person's Signature

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Evan C. Plotkin certify under the pains and penalties of perjury that Samuel D. Plotkin and Associates, Inc dba NAI Plotkin, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support. (authorized agent) (Bidder/Proposer)

Samuel D. Plotkin and Associates, Inc. Date: 9/21/2020
Bidder/Proposer/Contracting Entity Authorized Person's Signature



STATE OF MASSACHUSETTS
County of Hamden, ss.

Then personally appeared before me [name] Evan C. Plotkin [title] President of [company] Samuel D. Plotkin and Associates, Inc., being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] Samuel D. Plotkin and Associates, Inc.

My commission expires: September 9, 2022
Notary Public Daniel J Moore

YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT SUBMISSION. 17

**AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)**

NAME OF PROJECT On-Call Home Rehabilitation and Construction BID NO. 21-024
Project Management Services

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F
	19					11				

B.) What is your anticipated work force for this project/service? 3
Number of Minorities 0 Number of Females 0

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE--FEMALE: Black, Hispanic, Asian, American Indian,
Alaskan Native, Cape Verdean, Caucasian.


AUTHORIZED SIGNATURE

9/21/2020
DATE

Samuel D. Plotkin and Associates, Inc. dba NAI Plotkin
FIRM

1350 Main Street, Suite 1410, Springfield, MA 01103
ADDRESS

413-781-8000
TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,
AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS
PROVIDED OR NOT.**

Section 2
Basic
Proposal

Statement of Interest

NAI Plotkin has broadened its services and market reach to become one of the largest full-service property management, brokerage and construction management services companies in the Western Massachusetts region. Our staff of 40+ professionals brings 5 decades of experience to the table and is ready to assist the City of Springfield with construction management, project management and consulting services for the City's home rehabilitation, new construction and de-leading projects.

Our reliable and knowledgeable construction management team offers our clients a full menu of construction and project management services including oversight of construction and rehabilitation projects; punch lists of outstanding items needed for project completion and/or certification of project completion; project walk throughs; review of contractor bids and invoices; preparing bid specifications to bring projects to code enforcement compliance; and inspections.

Our dedication to the City of Springfield is reflected in the fact that our company has been operating out of the City since the company's inception in 1961. We have had firsthand experience working with the City staff, having assisted the Springfield Redevelopment Authority with the management of all commercial and residential Surplus and Tax Title Properties in the early 2000's. We believe that this experience, combined with over 55 years of experience in the Springfield area, makes us a perfect partner to perform on-call home rehab and construction project management services to the City.

With 80 years of combined experience, NAI Plotkin's Construction Services team provides our clients the very best in value and service, saving our clients both time and money.

Our staff of experienced construction professionals, property managers, field inspectors/ technicians, bookkeepers, and state-of-the-art computerized financial reporting systems, allows us to provide our clients the highest quality management team in the business. Further supporting our services, we have an established network of independent contractors, engineers, and consultants that provide efficient, cost effective quality work for our clients. Contractors working for our firm have come to know our high expectations about prompt service and quality work and, in some cases, have had a relationship with NAI Plotkin for over thirty years.

We have been providing services to city, state and federal agencies including the Massachusetts Development Finance Agency, the Division of Capital Asset Management (DCAM), the Bureau of State Office Buildings (BSOB), the United States Postal Service (USPS), and the City of Springfield. Through this work, we have achieved a thorough understanding of municipal and governmental requirements and regulations and have developed a solid reputation for providing quality services and developing solid relationships with City staff and leaders across multiple channels.

We are proud of our roots in Springfield, where our company began, and hold near to us the traditions that started in 1961 and have carried us into the next generation of providing services that benefit the lives of the Springfield community and its families. We believe that by being part of the City's home rehabilitation projects, this will allow us to be able to continue to be part of the City's improvement initiatives.

NAI Plotkin's History

NAI Plotkin is a third-generation family business that has been a leader in the field of commercial real estate that was started in Springfield in 1961. The company, now led by Evan Plotkin, was an outgrowth of his grandfather's real estate development and management firm. Evan has been running all aspects of the commercial real estate business locally and nationally since the late 80's. The company's involvement with the economic development of Springfield can be traced back as far as 1978 in a publication entitled, "Time for Springfield: Rebirth of Downtown", a 96-page magazine outlining an ambitious program for revitalizing Downtown Springfield. As a member of the Springfield Central Executive Committee, Samuel Plotkin, served with many other esteemed members of the business community in an effort to make downtown Springfield once again a place of activity and the focus of civic pride. Following in his father's footsteps, Evan's passion for the revitalization of the City is evident in his involvement with many organizations.

Evan has been actively involved in the transformation and revitalization of downtown Springfield for many years. He has been working to help revitalize the City in part by creating urban art spaces and activating vacant underutilized space in the downtown. Evan also serves on several committees within the Springfield area including the Business Improvement District (BID), the Springfield Chamber of Commerce, and was the founding member of the Springfield Central Cultural District. He serves as President of a non-profit board City Mosaic and co-founded the Springfield Jazz & Roots Festival, an annual festival that brings thousands of people across the region to downtown Springfield. Evan has also recently received awards from Develop Springfield, the "Partners in Progress Award" for his contributions to the revitalization of Springfield, and CHD, The Center for Human Development "Key Award" for his outstanding accomplishments and providing guidance and leadership to the organization.

Why NAI Plotkin?

The following characteristics distinguish NAI Plotkin from our competition:

Local/Regional Leadership: We have an acknowledged leadership position in Springfield and throughout the New England region which include the resources to maintain this position. Consequently, no other firm can deliver the concentration of professional expertise, responsiveness, and winning results that we are able.

Office Location: We are located literally steps away from City Hall. Our business address is 1350 Main Street, Springfield, MA. We are located on the 14th floor at One Financial Plaza/Mass Live building. With close proximity to the City's municipal offices at City Hall, we are able to respond to the needs of the City in a quick and timely manner. Our 24-hour call center can be reached 7 days a week, 365 days a year.

Experience: We have been very fortunate to have one of the most seasoned and experienced group of real estate professionals and in-house talent including construction managers and supervisors, brokers, property managers, accounting staff and highly qualified support staff. We have existing policies, procedures and established vendor relationships throughout the region that can be leveraged to provide maximum efficiency and effectiveness.

Technology: NAI Plotkin has made continual strides and investments in ensuring we have leading technologies and systems in place to assist in bringing the latest software and communications so that we can deliver quality reporting services to our clients and projects.

Value: Our policy is to bring value-added benefits and actual realized dollar savings to our clients for all projects we take on.

Relationships: NAI Plotkin has provided consulting and property services to the City of Springfield for decades. We pride ourselves on nurturing and maintaining close relationships with City Staff from the Mayor's office, to procurement, to the development offices, and to the field staff running the day to day projects.

Community Responsibility: Among many other Boards on which Evan Plotkin serves, Evan is currently the Chairman of the Facilities Committee for the Springfield Museums, overseeing capital projects for the museum's entire complex of properties.

Construction Management Services

NAI Plotkin has developed and maintained a lasting reputation in the commercial construction industry in the region and this allows us to translate this value and knowledge to our clients in need of Construction Management services. From initial concept to final completion, we use every ounce of this knowledge to deliver what matters to the clients we serve.

We offer direct construction and oversight from sitework, hardscaping, masonry, concrete foundations, slabs, and sidewalks to mechanical, electrical and plumbing work. We perform concrete, masonry, siding, window installations, bathroom and kitchen renovations, house additions, and new construction of all sizes. We offer all types of construction services through a single point of contact from the project inception to its completion.

Our construction management services include:

- A Single Point of Contact for your staff
- Vendor and contract service providers to meet your specific needs
- Partnerships with local and national architectural firms and civil engineers
- A Project Team that is hand selected to assist you with the expertise required to meet the City's stated goals

Pre-Construction

Our pre-construction services include the overall planning, coordination, and control of a project from inception to completion.

- Site Search & Selection
- Architectural & Civil Design
- Permitting
- Contract Negotiation
- Building / Analysis

Construction

During the Construction phase, our team oversees your project's planning, cost management, time management, quality management, contract administration, communication, and safety management. All construction activities are monitored closely to ensure progress, accuracy, and compliance with the schedule.

- Supervision / Oversight
- Negotiation of Change Orders
- Contract Admin / Documentation
- Project Accounting

Post Construction

Our expert team will work to obtain all of the necessary project close-out documentation and remain available to assist you on an as needed basis after the project is complete to assist with any construction related items or issues.

- Project Closeout

Legal Statement

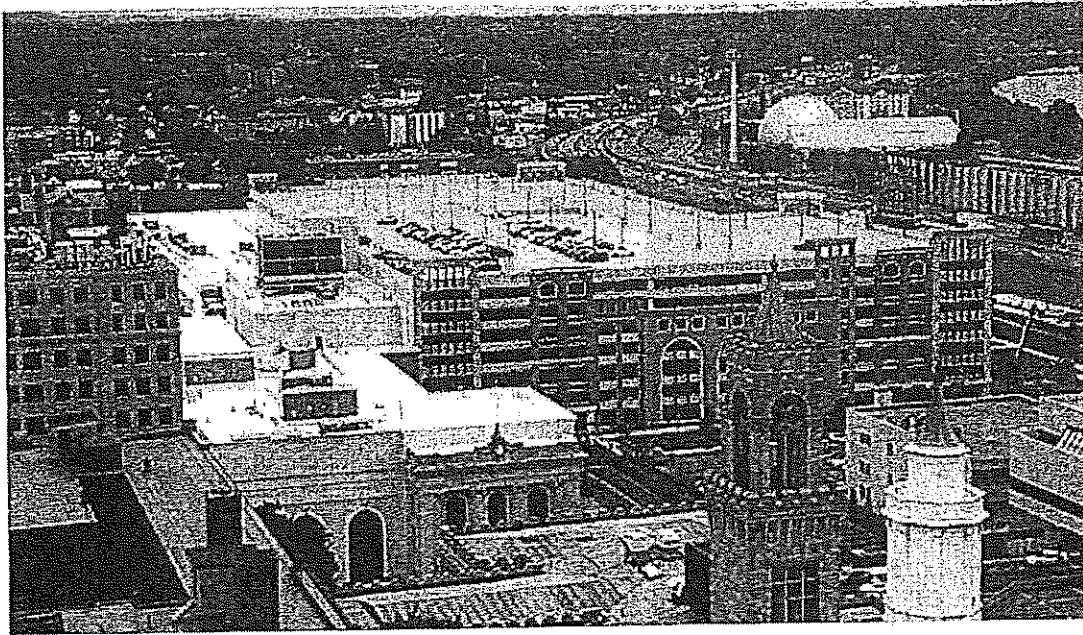
There are no current or pending investigations or actions by any federal, state, or local regulatory agency against Samuel D. Plotkin and Associates, Inc. dba NAI Plotkin, nor any owner or employee of the firm, including Key Personnel to be assigned to this project. Additionally, there have there ever been any such investigations or actions, including within the past ten years.

No client has ever terminated a contract or sought removal of our project team, including within the past three (3) years.

Within the past ten years, the following changes in the organization necessitated a filing with the Secretary of the Commonwealth:

- As a result of an office relocation from 41 Taylor Street to 1350 Main Street, a Statement of Change of Registered Office Address by Registered Agent was filed with the Secretary of State.

Samuel D. Plotkin and Associates, Inc. dba NAI Plotkin has never filed for U.S. Bankruptcy Court Protection, including within the past seven (7) years.



MGM Resort Casino Parking Garage Project (2015 – 2017), Springfield, MA

Relevant Experience

NAI Plotkin has the necessary experience to manage and construct a wide variety of construction projects. Our expertise in management enables us to provide our clients with a full range of construction management services, including a thorough understanding of state and federal abatement regulations and Massachusetts State regulations including sanitary codes, building codes and federal housing quality standards. Our licensed construction supervisors have a proven track record for delivering expert management of labor, materials, and finishes that reduce construction costs while maintaining project schedules.

Medical Office Building at 140 High Street Springfield, MA

In January 2020, NAI Plotkin acted as the Owners Project Manager for a Tenant Lease Amendment Expansion, adding an additional 3,000 SF space for the Department of Developmental Services/DCAMM. We worked from the inception of the project with introduction of Architects & MEP Firms, through the tenant design schematic lease obligations, construction documentation, general contractor bidding, construction inspections, tenant submittals all through to the project completion and issuance of a Certificate of Occupancy. This project was completed in a 3-month timeframe on time and on budget. Due to a sale of the real estate, we were hired by the new owners to

work on this project with an accelerated schedule to meet the inherited Lease Amendment original turnover date to the tenant.

**Liberty Arts Medical Building Office Buildouts
Springfield, MA**

From 2008 to 2019, we have been the Construction Manager on several tenant fit outs, main lobby renovation and the construction of a public ADA bathroom on the first floor. The scope included working with an Architect to develop drawings, permit applications as well as scheduling and directing contractors.

**One Financial Plaza Office Buildout for Mass Development
Springfield, MA**

In 2017, we provided construction management services for the expansion on the Mass Development suite which included the demolition of the existing demising wall, framing of new wall and construction of six offices. We worked with the project architect to design the renovation, applied for permits and supervised contractors.

**One Financial Plaza Office Buildout for Bay Path College
Springfield, MA**

In 2013, we developed shell space for the Bay Path University on-line college. This included the construction of 12,000 SF of office space including five offices, conference room, two meeting rooms, staff lounge, mail room and reception area. We worked with the architect to develop drawings, applied for permits, scheduled and supervised contractors, and completed the project close out.

**City of Springfield's Homes Fund Residential Project
Springfield, MA**

NAI Plotkin and its partner were recently awarded an \$800,000.00 design/build project for the build out of 4 single family, 3-bedroom homes located on various parcels throughout the City of Springfield, with the main goal of providing families of low to moderate income the opportunity to purchase these homes at a reduced price. Our team prepared a full set of construction drawings and specifications for the homes, as well as hired an Energy Consultant to provide design review to ensure the City of Springfield's Energy Stretch Code Design Requirements met certification. These projects are currently out to bid and we are excited to begin this project prior to the beginning of winter weather.

**MGM Casino Parking Garage
Springfield, MA**

From 2015 to 2017, NAI Plotkin provided Owner's Representation and consulting services for the construction of the 3,400 space parking garage, part of the new \$960 Million MGM Resort Casino located in downtown Springfield. The project faced several challenges in constructing the 1.3 million SF, 8 level garage which included a dock area. The project needed an economical approach that met all the functional requirements while blending with the nearby historical buildings and construction which was in the busy downtown area. The parking garage project broke ground in 2015 and achieved substantial completion in October 2017, on time and on budget.

**Doverbrook Estates Condominiums Applewood Drive Reconstruction
Chicopee MA**

In 2016, NAI Plotkin provided Owner's Representation/ Construction Project Management Services for a complete demolition and rebuild of a single level 5,000 SF, 4-unit Condominium structure that had experienced a total loss of structure and residences due to an electrical fire. We guided our client and their insurance company through the remediation and demolition processes then onto the project estimating, loss underwriting, full design, residence input, competitive bid and overall General Construction of the structure through to a Certificate of Occupancy. The issues facing this project were having to exactly measure the existing foundation and select accessible interior portions of the structure so that our design construction documents were positioned exactly where the existing structure was as not to change any of the Registry of Deeds filed Condo Documents as well as major code upgrades from Fire Protection and new Massachusetts Energy Stretch Code. This structure was turned over to the insurance company at a cost value of slightly over \$800,000 whereas the estimated insured value was in excess of \$1,100,000.

**Wellness Center Rehabilitation Center for Center for Human Development (CHD)
Greenfield, MA**

In 2017, NAI Plotkin provided Owner's Representation for the construction of a brand new state-of-the-art, 30,000 SF Wellness Center located in downtown Greenfield. Our construction team led our client, the Center for Human Development (CHD), through the general contractor bid and selection process, and provided construction administration for this \$6 million project. The Wellness Center successfully opened its doors to the public in April 2018. We provided value engineering; weekly project meeting attendance; weekly site visits; general contractors requisition review and approval; meetings with vendors; and construction schedule monitoring.

**Springfield Innovation Center for Develop Springfield
Springfield, MA**

In 2016, NAI Plotkin was hired to provide Owners Representation services for this \$3.6M historical preservation project that included a complete gut and rehab transforming this structure into what is known today as the Springfield Innovation Center. Our project responsibilities started the first day of demolition through to the issuance of a Certificate of Occupancy. We assisted with conducting inspections, monitoring the construction schedule, reviewing all submitted Requests for Information, change order reviews and monthly requisitions for payment. Our role provided a significant cost savings to the project in excess of \$100,000.00 due to review of change orders against the contract documents, as well as our team applying value engineering recommendations.

**Pearl Street Porch Repairs
Springfield, MA**

In 2016, NAI Plotkin provided construction management services for the complete renovation of porches located at Pearl Street Condos.

**Westfield State University Dormitory
Westfield, MA**

In 2014, Dan Dodge of NAI Plotkin provided Owner's Representative/General Contractor services for this historical preservation project for Westfield State College. This project included a complete renovation of the interior shell of a 22 dormitory style apartment building for 114 students. Construction included new structural steel, new roofing support systems (in place) and the complete rebuild of the building. We provided design documentation, sub-contractor bidding, and contract management for this \$4.5 million project. The design included having each unit fed with their own MEP devices. This was a fast track project due to the new first 2020 semester and the closing date for the National Parks Historical State and Federal Tax Credit submission period.

**New North Roof Replacement at 1795 Main Street
Springfield, MA**

In 2013 to 2014, we solicited proposals for the replacement of a 15,126 SF roof. Project included demo of existing roof & insulation and replacement with new fiberboard insulation and a TPO membrane roof. Replace gas pipes serving rooftop HVAC units. Supervision of contractor assuring that OSHA requirements are followed.

**80 Commercial Street
Holyoke, MA**

In 2013, we were hired as Construction and Project Manager for the renovation to an industrial building in Holyoke, MA. The project included masonry wall demolition, construction of a forklift ramp, steel egress stairs and railings from the second floor and the replacement of rooftop HVAC units. The project also included roof replacement, construction of concrete stairs at the entrance and sealing of existing concrete floors. Replacement of several doors and frames was also included in the scope. A new electrical service and breaker panels was also included.

**Mulberry Condominiums Parking Garage
Springfield, MA**

In 2011, we provided construction services for the demolition of the entire concrete slab sections, including full depth and partial depth restoration of the parking garage which included the replacement of concrete beams, column repair and garage lighting. The parking garage is a two-level underground garage below a multi-story condominium building. Daily supervision of contractors and periodic progress meetings with condo board. Working with the project engineer, we prioritized what areas would be repaired first.

**Chicopee Crossing
Chicopee, MA**

In 2011, NAI Plotkin was the Owner's Representative/General Contractor for Phase 1 of this \$35 million Chicopee Crossing project. Phase I included a 15-acre new development with a 7,000 SF of mixed-use building, public traffic and infrastructure improvements around US Route 33, and new utilities throughout the entire project development site.

**Office Building (Former Federal Building) at 1550 Main St
Springfield, MA**

In 2008, NAI Plotkin was the Owner's Project Manager (OPM) on this significant renovation project which included renovations to the building and the outside plaza, as well as lobby renovations, exterior windows and curtain wall, new canopy, and waterproofing and replacement of pavers on the plaza. NAI Plotkin was also the Property Manager at this building, which was the former Federal Building, following Mass Development purchasing the building in 2009.

Client Testimonials

"Working with Dan Dodge and NAI Plotkin Construction Services on several projects over the last few years they have always exceeded our expectations. The support from the entire team at NAI Plotkin allows Dan to manage complex construction projects with a keen eye on quality and budget while providing the wealth of technical knowledge that always looks out for the clients best interests."

Jeff Daley, Principal, CJC Development Advisors, LLC

"The Mulberry Condominium Board of Trustees has consulted with Dan Moore of NAI Plotkin Construction Services on several key renovation projects for the Mulberry Condominium complex. Dan Moore was able to provide the Mulberry Condominium Board of Trustees with professional insight and expertise to ensure these key renovation projects at the Mulberry Condominium complex were completed within budget and per schedule requirements. Dan Moore from NAI Plotkin Construction Services has been a valued partner during our various renovation projects at the Mulberry Condominium complex."

Michael Thomes, Former Board President, Mulberry Condominium

"For the last three and a half years, United Bank has enjoyed the Facility Management services offered by NAI Plotkin as they have managed our portfolio of seventy-five plus United Bank locations. Their strong management team has made a significant impact on the operation, efficiency, and financial returns for the bank. Plotkin provides a wide range of building maintenance services for us, managing all of our interior and exterior needs, as well as invoice approval, payment processing, and routine inspections. Given our positive experience, I am pleased to offer my endorsement of NAI Plotkin for any company seeking facility and property management services."

Eric Newell, EVP/Chief Financial Officer, United Bank

Summary of Key Personnel

NAI Plotkin has the capacity, facilities and organizational structure necessary to successfully perform the scope of services listed in the City's Request for Proposals. We propose the following team of professionals who will be your on-call construction management team.

Dan Dodge

Director of Construction Services & Development

Dan's career spans more than 30 years of demonstrated achievements in commercial real estate development and construction management projects. Dan provides flawless project execution, on-time and on budget, he brings projects to completion, and is effective and diligent at managing every aspect of all project phases—from due diligence and pre-planning through budgeting, permitting, bidding negotiations, contracting, construction process, and delivery. He provides our clients with vast expertise in construction operations for various types of construction projects including an in-depth knowledge of architectural design and conceptual planning.

Previously he served in progressive roles as Director of Development/ Construction Project Manager at Berkshire Development LLC. Dan has evaluated and conducted due diligence on more than 200 real estate development projects, bringing to fruition projects that range from a 50,000 SF single tenant properties valued at \$5 million, to a 300,00 SF multi-tenant properties valued at \$40 million.

Major projects include the redevelopment of FedEx Ground Postal Facility in South Hackensack, NJ; Berkshire Oaks Shopping Center in Ocala, FL; and the Historical Preservation of the former Westfield Courthouse. Dan has an Unrestricted Massachusetts Registered Supervisor's License. He has conducted due diligence and evaluation on more than 200 real estate development projects. He holds various certifications for Construction Project Management and Contracting; AutoCAD; OSHA; Architectural Design; and Civil Design. Dan's extensive background and experience offers the City of Springfield a single-point of contact for on-call home rehab and construction project management services.

Major Project Experience

- Redevelopment FedEx Ground Postal Facility, South Hackensack, NJ
- Berkshire Oaks Shopping Center anchored by Kohl's and HH Gregg, 300K SF, Ocala, FL
- The Shops at Unkarnet Brook anchored by Dick's Sporting Goods, 110,464 SF, Pittsfield, MA

- Amherst Crossing Shopping Center, 138K SF, Amherst, NH
- Historical Preservation of the former Westfield Courthouse
- Historical Preservation of the New York City Landmark District Puffy's Tavern building
- Chicopee Crossing Shopping Center in Chicopee, MA
- Freestanding building, Circuit City, 25,000 SF, Hyannis, MA

Licenses/Certifications

- Unrestricted Massachusetts Construction Supervisors License
- Construction Project Management and Contracting Certification
- AutoCAD Certification
- OSHA 30 Hour Certification
- Architectural Design Certification
- Civil Design Certification
- Massachusetts Real Estate Salespersons License
- International Council of Shopping Centers Member
- Planning Board Member, Town of South Hadley, MA
- FAA Certified Drone Pilot

One of Dan's greatest accomplishments was managing and getting back on track the redevelopment of a warehouse into a fully functional FedEx Ground postal facility in South Hackensack, New Jersey. He took charge of this project that had been delayed following the events of 9/11. Through his leadership and ability to think outside the box, Dan's team delivered a first-class project on the original delivery date despite significant downtime due to loss of equipment for ground zero search and rescue efforts. Success with the FedEx project garnered the attention of Dick's Sporting Goods, who requested that Dan serve as construction project manager for five sporting goods stores acquired by Dick's. With his effective project management skills and close collaborations with the architects, contractors, subcontractors, and property owners, Dan was able to deliver all five projects on time.

Daniel J. Moore
Construction Manager

Dan has 48 years of construction management experience. Since joining NAI Plotkin in 2007, Dan had been involved in many aspects of commercial real estate including construction management of various size projects across many states. Prior to joining NAI Plotkin, Dan was a Project Manager for several construction projects including schools, biotech, medical buildings, and parking structures throughout the region. During his career, he has been involved in several large-scale projects including the Newburyport-Salisbury Bridge, the Seabrook Power Plant, the Marriot at Copley Place,

and Rowes Wharf on Boston Harbor. He has also served as the Director of Facilities Planning for a national healthcare company, with facilities located in eleven states.

Dan has a proven track record of getting projects completed on time and on budget. His more recent project he was a Construction Consultant and Owner's Representative for the construction of a 3,400-car parking structure for the new MGM casino project in Springfield, Massachusetts. He is proficient at communicating project details to clients, owners, stakeholders, contractors and city departments. He brings extensive experience in cost accounting, project management, real estate brokerage and facilities management.

Dan was the Owner's Project Manager for Mass Development on significant renovations to 1550 Main St., Springfield, MA, the former Federal Building. The scope of work included new pavers and planting areas at the front of the building and extensive renovations to the front entrance and lobby.

Major Project Experience

- Project Development and Project Manager on the construction of the Walter St. Parking Facility, 800 car parking structure for Baystate Health Systems. (2003)
- Project Manager on the construction of two parking garages at Emerald Square Mall, North Attleboro, MA for Unistress Corporation. (1989 – 1990)
- Berkshire Medical Center Garage, Pittsfield, MA
- St Elizabeth's Hospital Parking Garage, Brighton MA.
- Saugus Mall Parking Garage, Saugus, MA.
- York St. Parking Garage, New Haven CT.
- Chapel St Parking Garage, Providence RI
- Project Manager on the construction of the Career Tech High School in West Springfield, MA for Raymond R. Houle Construction. (2004-2005)
- Project Manager on the renovation of Alumni Hall, Brown University, Providence, RI for Consigli Construction. (2004)
- Project Manager for the renovation and vertical expansion for the Biotech Center at 3601 Main St. Springfield, MA for Baystate Health Systems. (2002)
- Project Manager on the renovation of the Neonatal Intensive Care Unit (NICU) in 9 days: for Baystate Health Systems (2000).
- Director of Facilities Planning for Lenox Healthcare – Supervised renovations on Healthcare Facilities in 7 states from Boston, MA to San Francisco, CA. (1998 – 1999)
- Involved on the construction for such large-scale projects as Rowes Wharf in Boston, MA and the Seabrook Nuclear Power Plan, Seabrook, NH: – Daniel O'Connell's Sons, Inc.

Licenses/Certifications

- Construction Supervisor License, Commonwealth of Massachusetts

- Real Estate Broker License, Commonwealth of Massachusetts
 - Real Estate Broker License, State of Connecticut
 - FAA Certified Drone Pilot
-

Jason Lafield*Construction Supervisor*

Jason has 15 years of construction and management experience throughout Western and Central Massachusetts. First, as a Regional Maintenance Superintendent for various housing projects with Winn Residential, and now as a Construction Supervisor and Property Manager for commercial properties, condominiums, and construction projects at NAI Plotkin. Jason supervised multiple HUD financed residential housing properties, adhering to all inspections, regulations, and requirements. He oversaw all repairs mandated by housing agencies such as HAP (Wayfinders) and various other city housing authorities from their annual inspections.

Jason was the Owner's Representative and was an integral part of the CHD construction project of their new Wellness Center in Greenfield, MA.

The project included a brand new state-of-the-art, 30,000 SF center located in downtown Greenfield. Jason assisted with the bid and selection process and provided construction supervision for this \$6 million project.

He continues to be involved in a variety of CHD's residential and commercial renovation projects throughout the region. He was more recently the Owner's Representative of Doverbrook Brook Estates Condominium for the rebuild of a 5,000 SF 4-unit building where he guided our client through the entire design, permitting and construction process.

He has a Massachusetts Unrestricted Construction Supervisor License, an EPA Universal HVAC Tech Certification, and is a Certified Manger of Maintenance Certification.

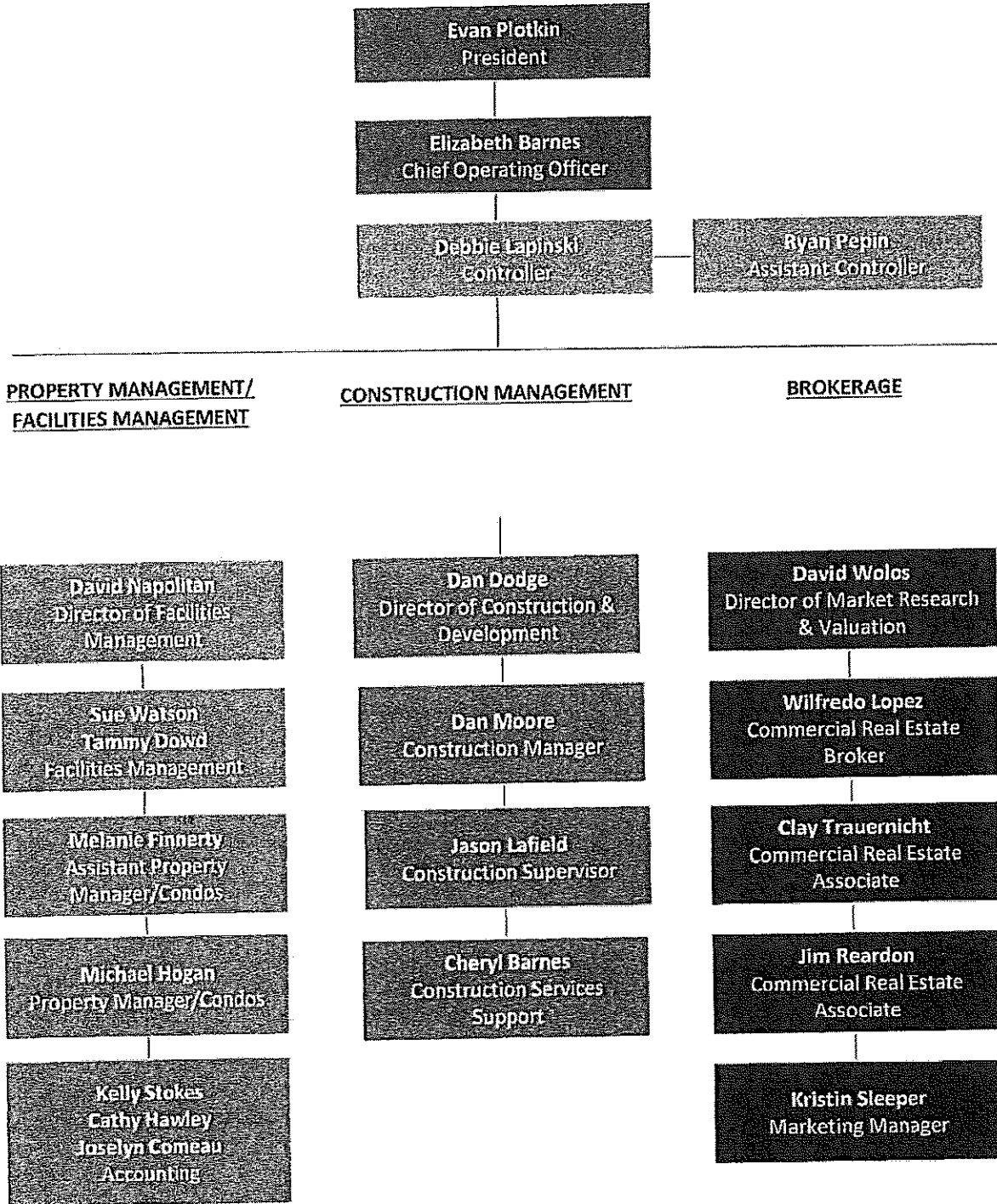
Licenses/Certifications

- Unrestricted Massachusetts Construction Supervisors License
 - EPA Universal HVAC Tech Certification
 - Manger of Maintenance Certification
-

Cheryl Barnes*Construction Management Support*

Cheryl joined NAI Plotkin in 2014, bringing excellent communication and organization skills, and a high level of adaptability to our on-going construction management projects. Her responsiveness, clear and concise communication, and capability to resolve issues is

Organizational Chart



**Staff members highlighted in blue will be involved with the delivery of services under this proposal.

Project Approach

Each project is treated as another opportunity to build upon the dependable reputation of NAI Plotkin's 5 decades in business. To achieve this, our team becomes involved during the planning stages of projects and stays involved until completion of construction. This ensures continuity between the preconstruction and construction phases, so that decisions made during the planning stages are properly implemented in the field. This seamless flow allows us to build and improve projects for our clients in a way that exceeds their expectations.

Project Specifications

NAI Plotkin will help prepare the necessary project specifications and/or assist with the drawings required to bid the project. If appropriate, we will engage in value engineering to assess alternative approaches in an effort to reduce costs while maintaining value.

Complete Bid Process

Bids for services will be solicited and obtained from qualified sub-contractors. A complete evaluation of bids received will be performed and vendors will be fully vetted to ensure accurate pricing is applied to the scope of work.

Qualification of Sub-Contractors

NAI Plotkin will evaluate the proposing contractor's qualifications, licensing and insurance requirements.

Project Coordination

We will ensure the smooth coordination and communication between all vendors involved in the project. During projects consisting of various phases, inspections of each contractor's work will be performed throughout the project prior to the commencement of the subsequent phase.

Client Communication and Coordination

NAI Plotkin will ensure appropriate communication with the City staff and the project team.

Inspections

Quality of workmanship and timeliness of work performed will be verified through the inspections. Contractor's obligations and warranties will be strictly enforced.



Inspection Reports

NAI Plotkin will provide written inspection reports and photographs of the project at specified milestones and/or time periods during the course of the project and at completion.

Invoicing

NAI Plotkin will conduct additional monthly inspections and reporting for the purposes to review the sub-contractor submitted invoices for payment to make sure all requested monies are in line with the physical work in place.

Cost Estimating

NAI Plotkin will provide a summary of Probable Costs utilizing our 58 years of experience in pricing similar types of construction projects but also using RSMeans Costworks and National Construction Estimator publications and software. Other programs we use include: MS Word, MS Excel, MS Publisher, Microsoft Project, Land Development Desktop, and 3D Studio Viz.

Unforeseen Conditions

NAI Plotkin will review and evaluate any unforeseen conditions, delays or unanticipated cost overruns. Change Orders, if applicable, will be issued and closely monitored.

Punch List

At substantial completion of the project, punch list items will be detailed and reviewed with the contractor. NAI Plotkin will ensure the completion of all punch list items and communicate status of the project with City Staff.

Quality Control

We are committed to delivering the highest quality projects while meeting the expectations of the entire project team. The quality control process begins when the project is first awarded. For each project, the team is involved with every aspect of the project, from preconstruction coordination through close-out. This includes hiring only the most competent sub-contractors, whose qualifications we diligently examine to support the efforts of the project. Throughout construction, we make it clear to all staff and subcontractors that NAI Plotkin is committed to quality and considers quality to be the most important performance measurement.

Project Startup

We understand thorough planning is a critical step to running a successful project. Because each project is unique and each client has differing goals, we customize our pre-mobilization activities to reflect the specific needs of each project. Following the contract award, some of our typical activities include; working closely with City staff to establish a project timeline, reviewing project specifications to identify long lead items, assemble subcontractors and begin project coordination, prepare detailed construction CPM

schedules, complete site safety planning and execution, gathering data and submittals, perform phasing analysis, and assess permit and utility coordination.

Scheduling

Scheduling is often times considered as only an integral part of the construction phase. However, the schedule of a project must also be anticipated during the preconstruction phase. The schedule should consider and indicate many factors when evaluating the overall cost of a project. This should include preconstruction activities which are as important as the construction activities. These include programming, planning and permitting, schematic design, design development, construction documents, estimating, bidding, and the overall details of construction sequencing and coordination. Our construction staff is very proficient at utilizing computer programs to ensure project schedule becomes a tool of managing the entire project.

Safety Plan

Maintaining good practices in safety and risk management in the construction industry goes without saying. We are extremely proactive in identifying hazards and potential risks that any particular project may create. Our team reviews the constructability of every project to ensure that it has accounted for as many potential unknown conditions as possible in advance of construction. Our safety plan has been developed to effectively implement the necessary process and procedures for the safety of its employees, sub-contractors, and general public. These safety standards are in compliance with all federal, state and local authorities and general construction practices. The company takes its safety program very seriously and makes every attempt at minimizing potential project hazards.

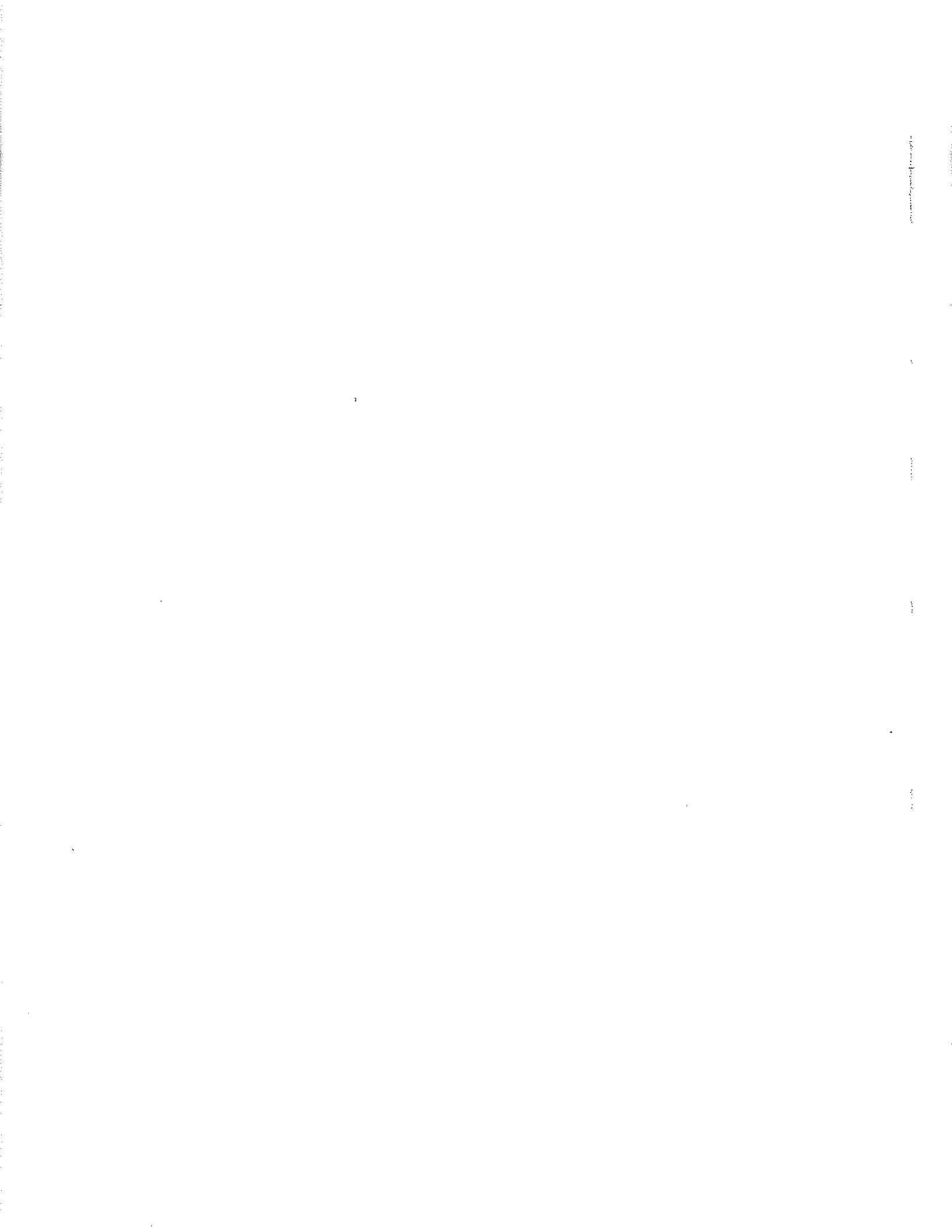
The first priority on any construction site has to be safety. That is the first priority for our construction team. Our team will work to protect the reputation of the City and the safety of workers and visitors on job sites by ensuring projects use best safety practices.

Our team will ensure job site safety by:

- Enforcing agreed-upon safety standards (such as OSHA) throughout the process.
- Making the final call when weather or other unforeseen conditions compromise jobsite safety.
- Setting a realistic timeframe that allows all work to be completed safely and on time.

With a sharp eye for safety, NAI Plotkin's construction team provides responsive, professional service and quality construction services. Our licensed and insured team includes OSHA certified supervisors and area managers who follow strict safety guidelines. For safety and quality, all of our superintendents are 10-hour OSHA certified, and our managers are 30-hour OSHA certified.

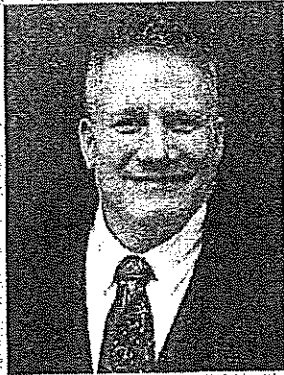
We look forward to the opportunity to continue working with the City of Springfield.





Appendix

Professional Profile



Daniel J. Dodge
Managing Director of
Construction &
Development

Background

Dan's career spans more than 30 years of demonstrated achievements in commercial real estate development and construction management projects. Dan provides flawless project execution, on-time and on budget, he brings projects to completion, and is effective and diligent at managing every aspect of all project phases—from due diligence and pre-planning through budgeting, permitting, bidding negotiations, contracting, construction process, and delivery. He provides our clients with vast expertise in construction operations for various types of construction projects including an in-depth knowledge of architectural design and conceptual planning.

Previously he served in different roles as the Director of Development (2006 to 2009) and Construction Project Manager before that at Berkshire Development LLC where he managed commercial and industrial construction projects including new shopping centers, commercial buildings, and redevelopment projects. Dan hired, trained and supervised construction managers, project managers and office staff. He oversaw change order process and conducted frequent job site visits to review and address any service, quality, safety, and logistics issues and actively supported and enforced safety codes and regulations for all project sites.

Dan managed the complete redevelopment of a warehouse into a fully functional FedEx Ground postal facility in South Hackensack, New Jersey. He took charge of this project that had been delayed following the events of 9/11. Through his leadership and ability to think outside the box, Dan's team delivered a first-class project on the original delivery date despite significant downtime due to loss of equipment for ground zero search and rescue efforts. With his effective project management skills and close collaborations with the architects, contractors, subcontractors, and property owners, Dan was able to deliver all five projects on time.

Licensures/Certifications

- Unrestricted Massachusetts Construction Supervisor License
- Real Estate Salesperson, Commonwealth of Massachusetts
- Civil Design Certification
- Architectural Design Certification
- Construction Project Management Certification
- OSHA 30 Hour Certification
- AutoCAD Certification

Professional Profile



Daniel J. Dodge
Managing Director of
Construction &
Development

Previous Employment Experience

- Director of Development, Opal Real Estate Group (2011 to 2014)
- Director of Construction, Colvest Group (2010 to 2011)
- Director of Development & Construction Project Manager for Berkshire Development LLC (1998 to 2009)

Significant Project Experience

- Redevelopment FedEx Ground Postal Facility, South Hackensack, NJ
- Berkshire Oaks Shopping Center anchored by Kohl's, 300K SF, Ocala, FL
- The Shops at Unkameet Brook, 110,464 SF, Pittsfield, MA
- Amherst Crossing Shopping Center, 138K SF, Amherst, NH
- Historical Preservation of the former Westfield Courthouse
- Historical Preservation of the New York City Landmark District Puffy's Tavern Building
- Chicopee Crossing Shopping Center, Chicopee, MA
- Circuit City, 25,000 SF, Hyannis, MA

Professional Profile



Daniel J. Moore
Construction Manager

Background

Dan has 48 years of construction management experience. Since joining NAI Plotkin in 2007, Dan had been involved in many aspects of commercial real estate including construction management of various size projects across many states. Prior to joining NAI Plotkin, Dan was a Project Manager for several construction projects including schools, biotech, medical buildings, and parking structures throughout the region. During his career, he has been involved in several large-scale projects including the Newburyport-Salisbury Bridge, the Seabrook Power Plant, the Marriot at Copley Place, and Rowes Wharf on Boston Harbor. He has also served as the Director of Facilities Planning for a national healthcare company, with facilities located in eleven states.

Dan has a proven track record of getting projects completed on time and on budget. His more recent project he was a Construction Consultant and Owner's Representative for the construction of a 3,400-car parking structure for the new MGM casino project in Springfield, Massachusetts. He is proficient at communicating project details to clients, owners, stakeholders, contractors and city departments. He brings extensive experience in cost accounting, project management, real estate brokerage and facilities management.

Education

- AS, Business Administration, Holyoke Community College, Holyoke, MA
- BBA, Management, American International College, Springfield, MA
- Master of Business Administration (MBA), American International College, Springfield, MA

Licensures/Certifications

- Unrestricted Massachusetts Construction Supervisor License
- Real Estate Broker License, Commonwealth of Massachusetts
- Real Estate Broker License, State of Connecticut
- FAA Certified Drone Pilot

Professional Profile



Daniel J. Moore
Construction Manager

Employment Experience

- Construction Management Consultant, Moore Consulting (1995 to Present)
- Project Manager for Raymond R. Houle Construction (2004 – 2007)
- Project Manager for Consigli Construction (March 2004 to October)
- Project Manager for Baystate Health System (1999 to 2004)
- Director of Facilities Planning, Lenox Healthcare (1997 to 1999)

Significant Project Experience

- Project Manager on the construction of the Career Tech High School in West Springfield, MA: 2004-2005 – Raymond R. Houle Construction
- Project Manager on the renovation of Alumni Hall, Brown University, Providence, RI: 2004 – Consigli Construction
- Project Development and Project Manager on the construction of the Walter St. Parking Facility, 800 car parking structure; 2003 – Baystate Health Systems
- Project Manager for the renovation and vertical expansion for the Biotech Center at 3601 Main St. Springfield, MA: 2002 - Baystate Health Systems
- Project Manager on the renovation of the Neonatal Intensive Care Unit (NICU) in 9 days: 2000 – Baystate Health Systems
- Director of Facilities Planning for Lenox Healthcare – Supervised renovations on Healthcare Facilities in 7 states from Boston, MA to San Francisco, CA: 1998 – 1999
- Project Manager on the construction of two parking garages at Emerald Square Mall, North Attleboro, MA: 1989 – 1990 – Unistress Corp.
- Involved on the construction for such large scale projects as Rowes Wharf in Boston, MA 1986 – 1987 and the Seabrook Nuclear Power Plant, Seabrook, NH: 1977 – 1978 – Daniel O'Connell's Sons, Inc.

Professional Profile



Jason Lafield
Construction
Supervisor

Background

Jason has 15 years of construction and property management experience throughout Western and Central Massachusetts. First, as a Regional Maintenance Superintendent for various housing projects with Winn Residential, and now as a Construction Supervisor and Property Manager for commercial properties, condominiums, and construction projects at NAI Plotkin. Jason supervised multiple HUD financed residential housing properties, adhering to all inspections, regulations, and requirements. He oversaw all repairs mandated by housing agencies such as HAP (Wayfinders) and various other city housing authorities from their annual inspections.

Jason was the Owner's Representative and was an integral part of the CHD construction project of their new Wellness Center in Greenfield, MA. The project included a brand new state-of-the-art, 30,000 SF center located in downtown Greenfield. Jason assisted with the bid and selection process and provided construction supervision for this \$6 million project. He continues to be involved in a variety of CHD's residential and commercial renovation projects throughout the region. He was more recently the Owner's Representative of Doverbrook Brook Estates Condominium for the rebuild of a 5,000 SF 4-unit building where he guided our client through the entire design, permitting and construction process.

Licensures/Certifications

- Unrestricted Massachusetts Construction Supervisor License
- EPA Universal HVAC Tech Certification
- Manger of Maintenance Certification

Previous Employment Experience

- Regional Maintenance Superintendent for Winn Residential (2004-2015)

City of Springfield
Office of Procurement
36 Court Street -Room 307
Springfield MA 01103



September 15, 2020

Addendum No. 1- RFP: On-Call Home Rehab and Construction Project Management Services

Bid No. 21-024

Bid Due Date: September 23, 2020 at 2:00 P.M.

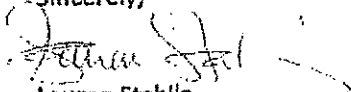
Ladies and Gentlemen:

This is an addendum to the above bid(s). Special attention should be given to this addendum to preserve the validity of any proposal submitted in response to this request.

The following are responses to questions received

- Questions
 1. Saw in the RFP that a construction super license is needed - is MA architectural registration a suitable alternative? A: Yes, definitely.
 2. On Price Proposal - Form B, line item 4. Change Order Review does not appear to include a sub-total field as the other line items do. Would you like us to include a sub-total amount for this line item? A: Yes, please see the corrected form.
- Revise Price Proposal - Form B
(see attached)

Sincerely,


Lauren Stablio
Chief Procurement Officer

Please acknowledge receipt of this addendum by signing below and returning to this office via facsimile to (413) 787-6295 or email: lstablio@springfieldcityhall.com

Signed: _____

Company: _____

(please print)

Exhibit C

**PRICE PROPOSAL – FORM A
PROPOSAL FOR ON-CALL HOME REHABILITATION
AND CONSTRUCTION PROJECT MANAGEMENT
SERVICES**

PRICE PROPOSAL - FORM A

The undersigned Proposer certifies under penalties of perjury that this Price Proposal, including the attached documents, has been made and submitted in good faith and without collusion or fraud with any other person. As used in the certification, the word "Person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity or group of individuals. The undersigned further certifies that he has carefully examined the RFP, including the attached exhibits and all addenda, and it proposes and agrees that it will contract with the City to provide all of the services described therein in the manner and time set forth therein for the prices set forth below.

The Proposer certifies that the information contained in this Price Proposal is current, truthful and complete.

Dated this 23 day of September, 2020.

Signature of Proposer: 

Name of Proposer: NAI Plotkin

State of Incorporation: Massachusetts

Business Address: 1350 Main Street, Suite 1410

City/State/Zip: Springfield, MA 01103

Telephone: 413-781-8000

If this Proposal is being submitted by a corporation, the proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to by the clerk. A certificate of the clerk of the corporation evidencing the officer's authority to execute the proposal shall be attached.

If the proposal is being submitted by a partnership, it shall be executed in the partnership name by a general partner. If this Proposal is being submitted by a Joint Venture, it shall be executed by all Joint Venture Partners, and any partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

THIS PRICE PROPOSAL FORM MUST BE SUBMITTED IN A SEALED ENVELOPE SEPARATELY FROM THE BASIC PROPOSAL. SEE SECTION IX OF THE REQUEST FOR PROPOSALS.

original

PRICE PROPOSAL – FORM B

Description	Type of Service(s)	Unit Price	Estimated Quantity	
1. Initial Inspection, Cost Estimate, & Preparation of Bid Specifications	Includes the following: Site Inspection, before photographs, review of lead/weatherization reports, written bid specifications to bring unit and relevant common areas to code and independent cost estimate of work to be completed.	\$ 600 Per Dwelling Unit	75 Dwelling Units	\$ 45,000
2. Pre-Bid Conference/Bid Review	Meet potential bidders on-site, provide copies of specs, view proposed work with potential bidders, respond to bidder questions and review bids with city staff	\$ 150 Per Conference	75 Bid Conferences	\$ 11,250
3. Progress Re-Inspection/Invoice Review	Includes review of progress and/or approval of invoice, on-site inspection to ensure work complete, progress photographs, necessary correspondence with homeowner, city and contractor.	\$ 250 Per Visit	225 Re-Inspections	\$ 56,250
4. Change Order Review	Includes review of contractor change order request, photographs, written justification, cost review and correspondence with homeowner, contractor and city.	\$ 100 Per Change Order	40 Change Orders	\$ 4,000
5. Final Re-Inspection	Includes on-site inspection, review of final invoice, checklist of items for contractor project completion and final sign-off	\$ 250 Per Dwelling Unit	75 Dwelling Units	\$ 18,750
6. Hourly Rate	Hourly Rate for Project Management Services as Requested by the City (other than listed above).	\$ 75 Per Hour	50 Hours	\$ 3,750
			Bid Total:	\$ 139,000

Notes:

1. All prices recorded shall include all equipment, supplies, software, meetings, vehicle/travel, mileage, postage, administration time/duties, administrative paperwork, typing, or data processing of all documentation or correspondence.
2. Form shall not be altered, amended, supplemented, or substituted by Bidder.
3. All quantities are estimated for bid calculation purposes. Estimated quantities are not guarantees of work and/or assignments.

Exhibit D



CERTIFICATE OF LIABILITY INSURANCE

MLEONARD

DATE (MM/DD/YYYY)
10/7/2020

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 have ADDITIONAL INSURED provisions or 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 Berkshire Insurance Group, Inc PO Box 4889 Pittsfield, MA 01202	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TRAVELERS PROPERTY & CASUALTY OF AMERICA	
INSURED Samuel D. Plotkin & Associates, Inc 1350 Main Street, Suite 1410 Springfield, MA 01103	INSURER B : CHUBB	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		Y6609K035044	5/18/2020	5/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		BA0N4277651914G	5/18/2020	5/18/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP9K037941-20	5/18/2020	5/18/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	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	UB9K0376152014G	5/18/2020	5/18/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			105895110	2/6/2018	2/6/2021	\$ 1,000,000
B	Professional Liab			82478789	7/15/2020	7/15/2021	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: On-Call Home Rehab & Construction Project Management Services
City of Springfield is additional insured for General, Auto, and Excess Liability as required by written contract and only as respects insured's ongoing operations relative to the certificate holder.

CERTIFICATE HOLDER City of Springfield 36 Court Street Springfield, MA 01103	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 