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Contract 20170333

Amendment # 1

### City of Springfield Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **CONTRACTS** during the processing period.

**INSTRUCTIONS:** Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the 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
Community Development			M.L.	1-3-18
Capital Assets				1-5-18
City Comptroller	MCS	1/2/18	MCS	1/2/18
Law	FF	1-17-18	FF	1-17-18
CAFO	JMM	1-19-18	JMM	1-29-18
Mayor	MM	1-29-18	MM	1-29-18
City Comptroller			LKL	1/30/18
Community Development				

Vendor No.: 8217 Contract No.: 20170333 Contract Date: 10/27/2016

Contract Amt.: \$0.00 Issue Date: 01/03/2017 Renewal Date:

Appropriation Code1: 28921800-580800-89277

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source: MASSACHUSETTS DOER

Bid No.: Requisition No.: 17005541 PO No.: 17004575

Vendor Name: Baystate Medical Center Inc. \* LANGUAGE CHANGE \*

Contract Type: Clean Energy Resilience Initiative

Contract Purpose: Baystate Medical Cogeneration Project

Originating Dept.: Office of Disaster Recovery & Compliance

Expiration Date: 12/31/2017 Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New  Renewal  Amendment  Extension

**AMENDMENT #1 TO CITY CONTRACT NO. 20170333**

**GRANT AGREEMENT**

**WHEREAS**, on or about October 26, 2016, the **CITY OF SPRINGFIELD**, a municipal corporation within the County of Hampden, Commonwealth of Massachusetts, with its principal offices at 36 Court Street, Springfield, Massachusetts, 01103, acting by and through its Office of Capital Asset Construction and its Office of Disaster Recovery and Compliance, with the approval of the Mayor (collectively referred to herein as the "City"), entered in a **Grant Agreement** referred to as City Contract No. 20170333 ("Agreement") with **Baystate Health, Inc.**, a not-for-profit corporation with its principal place of business at 759 Chestnut Street, Springfield, Massachusetts, 01199 (hereinafter "BH" or the "SUBRECIPIENT"), to provide partial funding for the development of a Combined Heat and Power Plant (CHP) at Baystate Medical Center, located at 759 Chestnut Street, Springfield, MA. (the "Project"), using grant funding provided to the City by the Commonwealth of Massachusetts Department of Energy Resources ("DOER") for this purpose; and

**WHEREAS**, Baystate Health, Inc. ("BH"), is the parent organization of an integrated delivery health care network serving western New England, and Baystate Medical Center, Inc. ("BMC") is a wholly owned subsidiary of BH; and

**WHEREAS**, the City and BH have determined that, because BMC owns the real estate on which the Project will be built and will be primarily responsible for overseeing the development of the Project, BMC (instead of BH) should be the sub-recipient of the Grant, and a party to the Agreement. The City and BH have also determined that, because BMC is a wholly owned subsidiary of BH, this Amendment #1 will make no material changes in the beneficial ownership or control of the grant funds or the administration of the Project; and

**WHEREAS**, upon the Sub-recipient's request, the City and DOER have approved a change to the Project Budget set forth in Attachment A, by reallocating funds from the "feasibility study" line item to the "engineering" line item, with no change to the total budget amount, and the parties have agreed to amend the Agreement to make that change;

**NOW THEREFORE**, for good and valuable consideration, the City and the Sub-recipient agree to amend the Agreement to: (i) change the name of the Sub-recipient from Baystate Health, Inc., to Baystate Medical Center, Inc.; and (ii) to substitute the revised Attachment A - Budget for the Project, in place of the original, to reflect the approved reallocation of funds between line items, on the following terms and conditions:

- 1) This Amendment #1 is executed pursuant to Section 29 of the Agreement.
- 2) Where the parties have agreed to change the name of the Sub-recipient in the Agreement from Baystate Health, Inc., to Baystate Medical Center, Inc., the introductory paragraph on page 1 of the Agreement is hereby deleted in its entirety and replaced with the following paragraph:

"This Grant Agreement is made this 27<sup>th</sup> day of October, 2016, between the **CITY OF SPRINGFIELD**, a municipal corporation under the laws of the Commonwealth of Massachusetts, having its usual place of business at 36 Court Street, Springfield, Massachusetts, acting by and through its Office of Capital Asset Construction and its Office of Disaster Recovery & Compliance, with the approval of its Mayor (the "City"),

and **BAYSTATE MEDICAL CENTER, INC.**, a Massachusetts non-profit corporation having its usual place of business at 759 Chestnut Street, Springfield, Massachusetts, 01199, and its permitted successors or assigns ("Baystate"), which operates Baystate Medical Center, a Level 1 Trauma Center with 710 beds and 54 bassinets, and over 10,000 employees, at 759 Chestnut Street in Springfield, MA."

a) This Amendment #1 constitutes an assignment of BH's interest in the Agreement for purposes of Section 28 of the Agreement and by executing this Amendment #1, the City hereby gives its written consent to such assignment. Upon execution of this Amendment #1 by the duly authorized agents of each party listed on the signature page hereto, all rights, interests, obligations, warranties and covenants of BH in and under the Agreement shall be immediately assigned, transferred and conveyed to BMC without further action by any party.

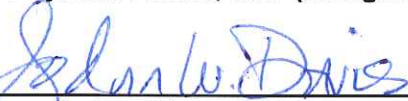
3) The parties further agree that "Attachment A - Budget" to the Agreement is hereby deleted in its entirety and replaced with the "Attachment A - Budget, Revised November, 2017", attached to this Amendment #1 and incorporated herein by reference. The revised Budget reallocates funds from the feasibility study line item to the engineering line item, with the total budget amount remaining unchanged. The line item budget changes in this amendment have been approved by the Commonwealth of Massachusetts Department of Energy Resources.

4) All other terms and conditions of the Agreement, not amended herein, shall remain in full force and effect.

This Agreement is executed by duly authorized agents of each party on the last date noted below.

**THE SUBRECIPIENT:**

**For Baystate Health, Inc. (Assignor)**

By:   
Name: Jo-Ann W. Davis, JD  
Title: Senior Vice President and Chief Administrative Officer

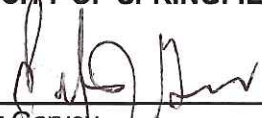
Date signed: 1/2/2018

**For Baystate Medical Center, Inc. (Assignee)**

By:   
Name: Nancy Shendell-Falik, RN, MA  
Title: President, BMC

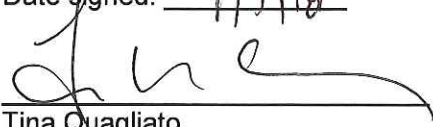
Date signed: 1/2/18

THE CITY OF SPRINGFIELD:



Peter Garvey  
Director of Capital Asset Construction

Date signed: 1/5/18



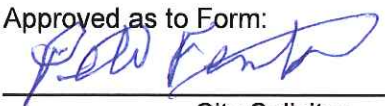
Tina Quagliato  
Director of Disaster Recovery and Compliance

Date signed: 1/3/18

WLC 28921800-580800-89277 \$0.00  
Approved as to Appropriation:

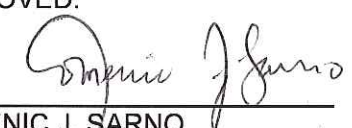


City Comptroller, *Disaster*  
Date signed: 1/12/18

Approved as to Form:  


\_\_\_\_\_  
City Solicitor

Reviewed:  
  
\_\_\_\_\_  
Chief Administrative  
and Financial Officer

APPROVED:  
  
\_\_\_\_\_  
DOMENIC J. SARNO  
MAYOR  
Date signed: 1/24/18

**ATTACHMENT A - BUDGET**  
**Revised November, 2017**

**(See attached)**

## ATTACHMENT A – BUDGET

Revised – December 2017

Engineering	\$326,389
Permitting Fees	\$25,500
Developer Fees	\$143,687
Generation Equipment	\$1,058,250
Labor Costs	\$747,533
Utility Interconnection Costs	\$161,500
Routine Maintenance and Consumables	\$14,450
Legal and Insurance	\$28,397
Testing and Commissioning Activities	\$140,706
Administrative Costs and Overhead	\$143,687
<b>TOTAL:</b>	<b>\$2,790,099</b>

Bill To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA  
 01103

Requisition 17005541-00 FY 2017  
 PO 17004575

Acct No:  
 28921800-580800-89277  
 Review:  
 Buyer: lpl  
 Status: Converted

Vendor  
 BAYSTATE HEALTH INC  
 759 CHESTNUT ST  
 SPRINGFIELD, MA 01199  
 USA

Ship To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA 01103

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/26/16	008217				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	CONTRACT 20170333 10/26/16 ASSIGNED C#20170333 BAYSTATE HEALTH COGENERATION PROJECT	1.00	2790099.00000	2790099.00
1	28921800-580800-89277		2790099.00	

Ship To  
 COMMUNITY DEVELOPMENT  
 1600 EAST COLUMBUS AVE  
 SPRINGFIELD, MA 01103

[Requisition Link](#)

Requisition Total 2790099.00

\*\*\*\*\* General Ledger Summary Section \*\*\*\*\*

Account	Amount	Remaining Budget
28921800-580800-89277	2790099.00	.00
GEN GOV-COMM DEV	INFRASTRUCTURE	

\*\*\*\*\* Approval/Conversion Info \*\*\*\*\*

Activity	Date	Clerk	Comment
CCancelled	10/27/16	Leslie Labonte	Contract changed
Approved	10/26/16	Cathy Buono	
Approved	10/27/16	Cathy Buono	
Approved	10/26/16	Melanie Acobe	Auto approved by: 108745
Approved	10/26/16	Christopher Fraser	