

DEPARTMENT

City Comptroller

Housing

Office of Procurement

### Renewal No. 2 for Contract # 20200460

**Initials** 

KV

LKL

DATE FORWARDED TO NEXT DEPT.

Date

09/16/2021

9-23-BURY

## 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.

Date

9/14/21

DATE RECEIVED

**Initials** 

Law	RPS	9/24/21	RPS	9/24/21					
CAFO	mm	9,242	AMM	4.27.21					
Mayor	mm	9-27-21	mm	9-27-21					
Office of Procurement	KV	9/27/21	,	, , ,					
			)*						
Vendor No.: 17616	Contract No	o. 20200460	Blanket Contract	Date: 11/04/2019					
Renewal Amount: \$100	0,000.00								
Blanket Renewal Date:	08/01/2021								
Blanket Contract Expiration Date: 11/03/2022									
Req No.:		Act No.:							
Bid No.: 20-054									
Vendor Name: EMERA	ALD INVESTN	MENTS LTD							
Blanket Contract Purpose: On-Call Service Contract for Lead Abatement Environmental Services									
Requesting Dept.: Hou	sing								
TYPE OF DOCUMENT (F	Please select at leas	et one):							
☐ New ☐ Amen	ndment [	Extension	Renewal						

#### NOTICE OF EXERCISE OF RENEWAL OPTION NO. 2; CITY CONTRACT NO. 20200460

#### ON-CALL SERVICE CONTRACT FOR LEAD ABATEMENT ENVIRONMENTAL SERVICES

WHEREAS, on or about November 4, 2020, 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 the Director of Housing and Neighborhood Services and Disaster Recovery and Compliance, (hereafter referred to as "HOUSING"), with the approval of the Mayor (collectively referred to herein as the "City"), and Ernerald Lead Testing Inc., a Massachusetts Company, with a mailing address located at 41 Cleveland Street, Springfield, MA, 01104 (hereinafter the "Contractor"), entered into a contract for On-Call Lead Abatement Environmental Services, referred to as City Contract No. 20200460, (hereinafter the "Agreement"); and

WHEREAS, The City has ratified and executed Contract No. 20200460, a one year agreement, referring to Bid No. 20-054, which expires on November 3, 2020, and which contained Two (2) one-year in length renewal options, to be exercised at the sole discretion of the City of Springfield; and

WHEREAS, The Springfield HOUSING had elected to exercise Renewal Term No. 1 to continue the services covered in the agreement, and that Renewal Term No. 1 will expire on November 3, 2021; and

WHEREAS, The Springfield HOUSING now seeks to exercise Renewal Option No. 2 to continue the services covered in the agreement, for the amount specified in the original Agreement and unchanged by this renewal notice; and

**NOW THEREFORE**, the City and the Contractor agree to renew the Agreement under the following terms and conditions:

- Section (VI) Term: Exercising of 2<sup>nd</sup> Renewal Option. The Springfield HOUSING hereby exercises Renewal Option No. 2, a one-year in length renewal period available under the underlying agreement. In doing so, the agreement now has an updated expiration date of November 3, 2022. Both parties accept that this is the final Renewal Option under the Agreement.
- Section (VII) Compensation. The amount of the services for the second and final Renewal Period (One Year) is estimated not to exceed One Hundred Thousand Dollars and 00/100 (\$109,000.00) including all reimbursable fees and expenses.
- Except as specifically stated by the provisions of this Renewal, all other terms, provisions, requirements and specifications contained in the Agreement shall remain the same and in full force and effect.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the CITY OF SPRINGFIELD, and Emerald Lead Testing, Inc., has caused this Renewal Option No. 2 to be executed in duplicate under seal as of the date the document is executed by all parties listed on the signature page, or their lawful successors in office.

FOR THE ENGINEER, Emerald Lead Testing, Inc.	
By: Danel A Bruges	
Name: DAVID A BURGESS	
Title: President	
Date: 9/15/2/	
FOR THE CITY OF SPRINGFIELD:	
Approved:  Disaster Recovery & Compliance  Date signed: (20 2)	Approved:  Executive Director of Housing  Date signed:
Approved:  Office of Procurement Date Signed	Approved as to Appropriation:  City Comptroller, Deputy Date Signed  9/34/2(
Approved as to Form:  City Solicitor 9/24/21	Approved:  LB Hackett  CAFO Date Signed 9/2/21
DOMENIC J. SARNO MAYOR Date Signed	2 2

#### TO BE INCLUDED IN ALL SPECIFICATIONS

# COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

#### A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

#### B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

#### C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

#### D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2021

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).

RODUCER

RODUCER

Brenda Klaus

RODUCER			NAME: Brenda Ki	aus		771 100000
Webber & Grinnell			PHONE (A/C, No, Ext): FAX (A/C, No):			
North King Street	E-MAIL ADDRESS:					
			ins	URER(S) AFFOR	DING COVERAGE	NAIC#
orthampton		MA 01060	INSURER A: XS Broke	ers Insurance A	gency	
INSURED			INSURER B: Safety Indemnity			
Emerald Lead Testing Co.			INSURER C: WCAR-A	tlantic Charter	•	
Attn: David Burgess			INSURER D :			
41 Cleveland Street			INSURER E :	1		
Springfield		MA 01104	INSURER F:			
	TEICATE	NUMBER: Exp 12/21	I MOOKERY .		REVISION NUMBER:	· · · · · · · · · · · · · · · · · · ·
THIS IS TO CERTIFY THAT THE POLICIES OF IN INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH POL	NSURANC REMENT, IN, THE II LICIES. LI	CE LISTED BELOW HAVE BEEN TERM OR CONDITION OF ANY NSURANCE AFFORDED BY TH MITS SHOWN MAY HAVE BEEN	CONTRACT OR OTHER E POLICIES DESCRIBEI	DOCUMENT V DHEREIN IS SI	MITH RESPECT TO WHICH T UBJECT TO ALL THE TERMS	HIS '
TYPE OF INSURANCE	ADDLISUB INSD WV	D POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	
COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,000
CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	<sub>\$</sub> 100,000
					MED EXP (Any one person)	s 10,000
		EPK129584	12/31/2020	12/31/2021	PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:	1				GENERAL AGGREGATE	\$ 2,000,000
PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,000
						\$
OTHER: AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ez accident)	\$ 1,000,000
ANYAUTO					BODILY INJURY (Per person)	s
OWNED SCHEDULED		5912046	12/15/2020	12/15/2021	BODILY INJURY (Per accident)	\$
AUTOS ONLY AUTOS NON-OWNED					PROPERTY DAMAGE	\$
AUTOS ONLY AUTOS ONLY					(Per accident) Uninsured motorist BI	\$ 100,000
	_				OSTILE HELDE	<del>                                     </del>
UMBRELLA LIAB OCCUR	. 1				EACH OCCURRENCE	\$
EXCESS LIAB CLAIMS-MADE				[	AGGREGATE	<u>  \$</u>
DED RETENTION \$					PER OTH-	\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N					➤ PER OTH- STATUTE ER	400 000
ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	WCV01527900	07/01/2021	07/01/2022	E.L. EACH ACCIDENT	s 100,000
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
If yes, describe under DESCRIPTION OF OPERATIONS below		-			E.L. DISEASE - POLICY LIMIT	s 500,000
	-		1			
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE ity of Springfield is listed as additional insured						·
ERTIFICATE HOLDER			CANCELLATION			
City of Springfield Office of Procurement				DATE THEREO	ESCRIBED POLICIES BE CA SF, NOTICE WILL BE DELIVE BY PROVISIONS.	
36 Court St, Room 307				11	" <u> </u>	
Springfield		MA 01103		$\mathcal{A}L$	this D Scind	