

DEPARTMENT

Office of Procurement Public Works, Dept.

### Blanket Contract # 20160747

DATE FORWARDED TO NEXT DEPT.

**Initials** 

RW

Date

01/25/17

# 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

DATE RECEIVED

**Initials** 

City Comptroller	mes	1/30/17	nacos	1/30/12		
Law	To	スプーリ	NA	94-7N/		
CAFO	JMM	2.3.17	YMA!	2.3.17		
Mayor	O.S.	2/3/17	elt	2/3/17		
Office of Procurement		2407	Rio	2/6/17		
*						
				00/05/00/		
Vendor No.: 95790	Contract No.	20160747 Blank	tet Contract Date:	03/27/2016		
D 1 4 4 . 0500	000 00					
Renewal Amount: \$500	,,000.00					
Blanket Renewal Date:	01/01/2018					
Diamet Renewal Bate.	01/01/2010					
Blanket Contract Expir	ation Date: 03/	26/2019				
Req No.:	Req No.: Act No.:					
Bid No.: 16-061						
V. J. N W. stan & Company Engineers Inc.						
Vendor Name: Weston & Sampson Engineers Inc						
Blanket Contract Purpose: Renewal for On-Call Engineering Services						
District Contract to The Section of						
Requesting Dept.: DPW						
TYPE OF DOCUMENT (Please select at least one):						
TITE OF DOCOMBINE (Flease scient at least one).						
☐ New ☐ Amen	dment	Extension	Renewal			

#### NOTICE OF EXERCISE OF RENEWAL OPTION NO. 1; CITY CONTRACT NO. 20160747

#### **ON-CALL ENGINEERING SERVICES**

WHEREAS, on or about March 27, 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 Department of Public Works (DPW), with the approval of the Mayor (collectively referred to herein as the "City"), and **Weston & Sampson Engineers, Inc.,** a Massachusetts Corporation with a usual place of business at 5 Centennial Drive, Peabody, MA 01960 (hereinafter the "Engineer"), entered into a contract for On-Call Engineering Services, referred to as City Contract No. 20160747, (hereinafter the "Agreement"); and

**WHEREAS**, The City has ratified and executed Contract No. 20160747, a one year agreement, referring to BID No. 16-061, which expires on March 26, 2017 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 DPW now seeks to exercise Renewal Option No. 1 to continue the services covered in the agreement, for the same amount specified in the original Agreement and unchanged by this renewal notice; and

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

- Article 1 Exercising of Renewal Option No. 1 and Updated Term. The Springfield DPW hereby exercises Renewal Option No.1, a one-year in length renewal period, available under the underlying agreement. In doing so, the agreement now has an updated expiration date of March 26, 2018. Both parties accept that this is the 1st of 2 renewal options, available to the City under the Agreement.
- 2. Article 4 (D) Compensation. The amount of the services for the first renewal period (One Year) is estimated not to exceed Five Hundred Thousand Dollars and 00/100 (\$500,000.00) including all reimbursable fees and expenses.
- 3. Except as specifically stated by the provisions of this Renewal, all other terms, provisions, scope, requirements and specifications contained in the Agreement shall remain the same and in full force and effect for the duration of the Renewal Period.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the CITY OF SPRINGFIELD, and **Weston & Sampson Engineers, Inc.,** has caused this Renewal Option No. 1 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, Weston & Sampson Engineers, Inc. By:	
Name: CHAISTOPHER B. WESTER	
Title: VICE PRESIDENT	
Date: 1/23 /17	
FOR THE CITY OF SPRINGFIELD:	2
Department of Public Works Date signed:	1
Approved:  Office of Procurement  Date Signed	City Comptroller PRAVIDATE Signed
Approved as to Form:  City Solicitor Date Signed	Approved:  CAFO Date Signed 2/3(7)
DOMENIC J. SARNO MAYOR Date Signed  2 3 1	

#### TO BE INCLUDED IN ALL SPECIFICATIONS

# <u>COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.</u>

#### 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.

-	TAX CEI	RTIFICATION	AFFIDAVIT R	OR CONT	RACTS -7100119	4
Individual Social Security Nu	111001	State Identification N	*	× 44-4	dentification Num	ber
Сопералу:	WESTON	U	N GNGINES		<u>C.                                    </u>	
P.O. Box (if any):		Street Ad	dress Only: <u>5 C</u>	ENTEN	NIAC D	2_
City/State/Zip Code:	LEARDOY	MA	01960	<u> </u>		
Telephone Number:	978537	-1900	Fax Number:	4789	17-01	$\underline{\omega}$
List address(es) of all other pr Please Identify if the bidder/prop Corporation	operty owned by composer is a:	pany in Springfield:	4/A	<u></u>		
Individual	<del></del>	Name of Individual: _				····
Partnership		Names of all Partners:				
Limited Liability Company		Names of all Manager	s:			
Limited Liability Partnership		Names of Partners: _				
Limited Partnership		Names of all General !	Partners:			
	N/A in the blanks p	orovided. <u>FEDERA</u>	L TAX CERTIFICATION of perjury that	<u>ON</u>		
(authorized agent) belief, has/have complied wi    Same Same   Bidder/Proposer/Contracting	5 DNENGINGE	. 41.	ed by lay.	1/23/	12	
Bidden Fraposco Conducting	Didity Mullonia		GFIELD TAX CERT	EICATION		
I, DIANE 61/16 (authorized agent) belief, has/have complied wi  BROW SAMSON Bidder/Proposer/Contracting	th all City of Spring	pains and penalties of field taxes required to taxes.	of perjury that (UKEN) (Bidde by law(has/have entered WLL Date:	N+SAMS (cr/Proposer) 1 into a Paymen 1 /23 //-	nt Agreement with	
Pursuant to M.G.L. c, 62C \$49A, I, DIANE COLLED certify under the pains and penalties of perjury that (Bidder/Proposer)  (authorized agent)  (Bidder/Proposer)  (Bidder/Proposer)						
STATE OF MA		<del>-</del>		Januar	y 23 2	017
County of ESSex		35,			<i>[]</i>	
Then personally appeared before me [name]						
	•	nission expires:	Nov.	$2, \omega$	دی	
YOU <u>MUST</u> FILL THIS AND YOU <u>MUST</u> FILE NOTARIZED WILL BI	THIS FORM W	OMPLETELY AN	)D, SIGNATURES I CONTRACT. TAX	MUST BE NO AFFIDAVII	TERE COMM	NTHIS FORM NOT SIGNED AND SA A. HIGINBOTHAM Notary Public DINVEALTH OF MASSACHUSETTS OF Commission Expires November 23, 2023



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT Construction				
Eastern Insur	ance Group LLC	PHONE (A/C, No, Ext): (508) 651-7700 FAX (A/C, No):				
233 West Central Street		E-MAIL ADDRESS:				
		INSURER(S) AFFORDING COVERAGE NAIC #				
Natick	MA 01760	INSURER A: Great Divide Insurance Co 25224				
INSURED		INSURER B:Starr Indemnity & Liability Co. 38318				
Weston & Samp	son Engineers, Inc.	INSURER C: Lexington Insurance Co.				
		INSURER D:				
Five Centennial Drive		INSURER E :				
Peabody	MA 01960	INSURER F:				

COVERAGES CERTIFICATE NUMBER MASTER 2017 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 SUE		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$	1,000,000 300,000
Α	CLAIMS-MADE X OCCUR		GLP200736514	1/1/2017	1/1/2018	MED EXP (Any one person)	\$	15,000
	X Contractual Liability					PERSONAL & ADV INJURY	\$	1,000,000
	coverage per policy form					GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- JECT LOC						\$	
A	AUTOMOBILE LIABILITY		MAA2007361-14 MA	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
А	X ANY AUTO		BAP2007360-14 AOS	1/1/2017	1/1/2018	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS		includes FL			BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	X COMP./COLL. X \$1000 DED.						\$	
В	X UMBRELLA LIAB X OCCUR		1000022452	1/1/2017	1/1/2018	EACH OCCURRENCE	\$	10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	10,000,000
	DED RETENTION\$						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		WCA200737014	1/1/2017	1/1/2018	X WC STATU- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	Coverage applies in	İ		E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH) If yes, describe under		MA,CT,FL,GA,NH.NY,RI,SC			E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
ļ	DESCRIPTION OF OPERATIONS below		VT and WI			E.L. DISEASE - POLICY LIMIT	\$	1,000,000
С	PROFESSIONAL/POLLUTION		031710990	7/3/2016	7/3/2017	PER CLAIM		\$3,000,000
	LIABILITY					ANNUAL AGGREGATE		\$3,000,000
		L						

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

CITY OF SPRINGFIELD DEPARTMENT OF PUBLIC WORKS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
36 COURT STREET	AUTHORIZED REPRESENTATIVE
SPRINGFIELD, MA 01960	

CANCELLATION

John Koegel/PMA

ACORD 25 (2010/05)

**CERTIFICATE HOLDER** 

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