

DEPARTMENT

Contract # 20160747

DATE FORWARDED TO NEXT DEPT.

Date

Initials

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

Office of Procurement		, ,	RW	1/18/18			
Public Works, Dept.	ac.	1/22/2018	CC	1/2/2/2018			
City Comptroller	Mas	1/26/18	Masi	1/20/18 10			
Law	7-	1-20-18	77	11/27/10			
CAFO	HMM	1.2918	AMM	131.18			
Mayor	mm	1-31-18	miss	1-31-18			
Office of Procurement		•	W	2-1-18			
=							
V1N05700		No. 20160747	Dlaulest Court	act Date: 03/27/16			
Vendor No.: 95790	Contract	No. 20100747	Blanket Contra	act Date: 03/2//10			
Renewal Amount: \$500,000.00							
Blanket Renewal Date:	Final Year						
Blanket Contract Expiration Date: 03/26/2019							
Req No.: Act No.:							
Bid No.: 16-061							
Vendor Name: Weston & Sampson Engineers Inc							
Blanket Contract Purpose: Renewal for On-Call Engineering Services							
Requesting Dept.: DPW							
TYPE OF DOCUMENT (Please select at least one):							
☐ New ☐ Amend	New Amendment Extension Renewal						
		W.					

NOTICE OF EXERCISE OF RENEWAL OPTION NO. 2; 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 expired 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 had elected to exercise Renewal Term No. 1 to continue the services covered in the agreement, and that Renewal Option No. 1 will expire on March 26, 2018; and

WHEREAS, The Springfield DPW now seeks to exercise Renewal Option No. 2 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 VI (2) Exercising of Renewal Option No. 2 and Updated Term. The Springfield DPW 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 March 26, 2019. Both parties accept that this is the Final Renewal Option under the Agreement.
- Article VII Compensation. The amount of the services for the Second and Final 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. 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.

Weston & Sampson Engineers Inc.	
By: ChBMut	
Name: CHAISTOPHER B. WESTER	
Title: VICE PRESIDENT	
Date: 1-5-18	
FOR THE CITY OF SPRINGFIELD:	
Approved: Department of Public Works Date signed: 1-22-19	7
Approved: Office of Procurement Date Signed	Approved as to Appropriation: NA City Comptroller, ORNWA Date Signed
Approved as to Form: City Solicitor Date Signed	Approved: CAFO Date Signed ((30))
Approved: DOMENIC J. SARNO MAYOR Date Signed 131 1495	

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 CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Nur	mber State Identificat	ion Number	042601194 Federal Identification Number				
	Weston & Sampson Engine		redetal isontheadon rydnioo				
P.O. Box (if any):	Street Address Only: 5 Centennial Drive						
€-Park (1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Peabody, MA 01960						
	(978) 532-1900		(978) 977-0100				
	operty owned by company in Springfiel						
Individual	Name of Individu	al:					
Partnership	Names of all Part	ners:	Westerna America	<i>y</i>			
Limited Liability Company	Names of all Man	agers:					
Limited Liability Partnership							
Limited Partnership	Names of all Gene	eral Partners:					
V	rive soutifications and boundle size		L	i (
You must complete the 10110y	wing certifications and have the sig	at to the manufacture					
I, Christopher Wester certify under the pains and penalties of perjury that Engineers, Inc. (Bidder/Proposer) belief, has/have complied with all United States Federal taxes required by law. Weston & Sampson Engineers, Inc. (Bidder/Proposer) Date: 1/18/18 Bidder/Proposer/Contracting Entity Authorized Person's Signature							
	CITY OF SPI	RINGFIELD TAX CERTIF	ICATION				
I, Christopher Wester certify under the pains and penalties of perjury that Engineers, Inc. to my best knowledge and (authorized agent) belief, has/have complied with all City of Springfield taxes required by law(has/have entered into a Payment Agreement with the City).							
Weston & Sampson Engineers. In Bidder/Proposer/Contracting I	Entity Authorized Person's Signa	Date: 1/18/11 ture - MASSACHUSETTS TAX					
Pursuant to M.G.L. c. 62C \$49		certify under the pains and p	penalties of perjury that Weston & Sampso	on Engineers, Inc.			
(authorized agent) to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and commonwealth withholding and remitting child support.							
Weston & Sampson Engineers, In Bidder/Proposer/Contracting I	Entity Authorized Person's Signat		EA:	- R			
STATE OF CONNECTICUT	AND THE PART OF TH	Notary Public	January 18 2018	BLIC . WE			
County of HARTFORD	,ss. Rocky Hill		NNE	ECTICO			
Then personally appeared before me [name] Christopher Wester							

YOU <u>MUST</u> FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM AND YOU <u>MUST</u> FILE THIS FORM WITH YOUR BID/CONTRACT. TAX AFFIDAVITS THAT ARE NOT SIGNED AND NOTARIZED WILL BE REJECTED.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2018

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 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).

CONTACT NAME: PRODUCER Ames & Gough 859 Willard Street PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 Suite 320 E-MAIL ADDRESS: boston@amesgough.com Quincy, MA 02169 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Continental Insurance Company A(XV) 35289 INSURED INSURER B: National Fire Insurance Company of Hartford A(XV) 20478 INSURER C: Endurance American Insurance Company 10641 Weston & Sampson Engineers, Inc. 5 Centennial Drive INSURER D: American Casualty Co of Reading, PA A(XV) 20427 Peabody, MA 01960 INSURER E: Lexington Insurance Company A, XV 19437 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)	LIMIT	' S	
Α	Х	COMMERCIAL GENERAL LIABILITY					,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X		6056861029	01/01/2018	01/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	500,000
	X	Contractual Liab						MED EXP (Any one person)	\$	15,000
	X	Incl per policy form						PERSONAL & ADV INJURY	\$	1,000,000
	GEN	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
L_	L	OTHER:				.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			\$	
В		OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X	ANY AUTO			6056860561	01/01/2018	01/01/2019	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	AUTOS ONLY X NON-SWIET						PROPERTY DAMAGE (Per accident)	\$	
									\$	
С	X	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	10,000,000
		EXCESS LIAB CLAIMS-MADE			EXC30000312401	01/01/2018	01/01/2019	AGGREGATE	\$	10,000,000
		DED RETENTION\$							\$	
D	WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A		6056861015	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	\$	1,000,000
	(Man	idatory in NH)	MIA					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
- 1	Pro	f. Liability			031710990	07/03/2017		Per Claim		3,000,000
E					031710990	07/03/2017	07/03/2018	Aggregate		3,000,000
	L									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured GL Endorsement Form #CNA75079XX 01/15, if applicable. All Coverages are in accordance with the policy terms and conditions.

RE: City Contract # 20160747 On-Call Engineering Services- City Wide City of Springfield, Massachusetts and Department of Public Works shall be listed as additional insured with respect to General Liability where required by written contract.

CERTIFICATE HOLDER	CANCELLATION			
City of Springfield 36 Court Street Springfield, MA 01103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
opringriou, mr. or roo	AUTHORIZED REPRESENTATIVE			
ī	Michael Helihy			