

Renewal No. 2 for Contract # 20200461

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 RECEI	VED	DATE FORWARDED TO NEXT DEPT.			
	Initials	Date	Initials	Date		
Office of Procurement		, ,	KV	09/21/2021		
Housing	KB	9/28/2021	KB.	9/28/2021		
City Comptroller	LKL	9/28/21	LKL	9/28/21		
Law	200	9128121	295	2/28/21		
CAFO	umm	9,29,21	umm	4.30.21		
Mayor	mm	9-30-21	mm	9-30-21		
Office of Procurement	KV	20/1/21				

Vendor No.: 11914	Contract No.	20200461	Blanket Contract I	Date: 11/04/2019				
vendor No., 11914	Contract No.	20200401	Dialiket Collitact I	Jaic. 11/04/2019				
Renewal Amount: \$100	Renewal Amount: \$100,000.00							
Blanket Renewal Date:	Blanket Renewal Date: 08/01/2021							
Blanket Contract Expira	Blanket Contract Expiration Date: 11/03/2022							
Req No.:		Act No.:						
Bid No.: 20-054								
Vendor Name: FUSS & O'NEILL INC								
Blanket Contract Purpose: On-Call Service Contract for Lead Abatement Environmental Services								
Requesting Dept.: Housing and Disaster Recovery								
TYPE OF DOCUMENT (Please select at least one):								
New Amend	ment	Extension	Renewal					

NOTICE OF EXERCISE OF RENEWAL OPTION NO. 2; CITY CONTRACT NO. 20200461

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 Fuss & O'Neill Inc., a Massachusetts Company, with a mailing address located at 1550 Main Street, Suite 400, Springfield, MA, 01103 (hereinafter the "Contractor"), entered into a contract for On-Call Lead Abatement Environmental Services, referred to as City Contract No. 20200461, (hereinafter the "Agreement"); and

WHEREAS, The City has ratified and executed Contract No. 20200461, 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 2nd 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 (\$100,000.00) including all reimbursable fees and expenses.
- 3. 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 **Fuss & O'Neill 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, Fuss & O'Neill, Inc.	
Ву:	
Name:Daniel F. Delany, PE	· · · · · · · · · · · · · · · · · · ·
Title: Vice President	
Date: September 20, 2021	<u> </u>
FOR THE CITY OF SPRINGFIELD:	
Approved:	Approved:
Disaster Recovery & Compliance Date signed: 9 27 21	Executive Director of Housing Date signed: 127 202
Approved:	Approved as to Appropriation:
Office of Procurement Date Signed 9/21/21	City Comptroller, reputy 9/28/21
Approved as to Form:	Approved:
City Solicitor Date Signed 9/28/2	CAFO Date Signed
Approved: DOMENIC J. SARNO MAYOR Date Signed 9/30/2/35	= 0 =

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.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social	Security Number	State Identification Number	Federal Identification Number
Pursuant to M.G.L. Ch. 62	C § 49A:		
Company:	Fuss & O'N	eill, Inc.	
P.O. Box (if any):		Street Address Only: 1550 Main Street	t, Suite 400
City/State/Zip Code:	Springfield,		
Telephone Number:		Fax Number:	and the same of th
	perty owned by com	pany in Springfield:	The state of the s
Please Identify if the bidder/pr			
Corporation	<u>X</u>		
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 foll	owing certification	and have the signature(s) notarized on the lines below.	
		TAX CERTIFICATION	
/	f, has/have com axes required l	aplied with all <u>United States Federal</u> , <u>Comp</u> by law, as applicable. Date Authorized Person's Signature	monwealth of Massachusetts, and
		Notary Public	
STATE OF MOSS	achoset	ts 5ept.29	2021
County of Hamp	den	,55,	
	before me [name]	being duly sworn, and made oath that he/she has read the fin are true of his/her own knowledge, and stated the foregoin DINEIII.	of [company foregoing document, and knows the ng to be his/her free act and dept and the free act
	Му сог	nmission expires: 6 27 2025	- EL E BENTE
YOU <u>MUST</u> FILL TH AND YOU <u>MUST</u> FIL NOTARIZED WILL I	E THIS FORM	COMPLETELY AND, SIGNATURES MUST BE WITH YOUR BID/CONTRACT. TAX AFFIDAY	NOTARIZED ON THIS THAT ARE NOT SIGNED AND SYPHALTH OF ACHUSET THE SACHUSET TO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/20/2021

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).

		INSURER F:	
Springfield, MA 01103		INSURER E: Lexington Insurance Company	
Suite 400		INSURER D: Twin City Fire Insurance Company	
1550 Main Street		INSURER C: Travelers Property Casualty Insurance Comp	
Fuss & O'Neill, Inc.		TOTAL T	
INSURED		INSURER B: Trumbull Insurance Company	
		INSURER A: Hartford Casualty Insurance Company	
Nashville, TN 372305191 USA		INSURER(S) AFFORDING COVERAGE	NAIC#
P.O. Box 305191		ADDRESS:	
c/o 26 Century Blvd		(A/C, No, Ext): (A/C, No):	
Willis Towers Watson Northeast,	Inc.	PHONE	
PRODUCER		CONTACT Willis Towers Watson Certificate Center	
ting certificate does not comer ni	into to the certificate holder in ned or a		

COVERAGES CERTIFICATE NUMBER: W22099992 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.

NSR LTR		TYPE OF INSURANCE	ADDL SUI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
	×	CLAIMS-MADE X OCCUR			Accessing a management of the second		EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300,000
A		CEANVIS-MIADE 17 COCON			one may require		MED EXP (Any one person)	\$ 10,000
				02 UUN OL5508	04/01/2021	04/01/2022	PERSONAL & ADV INJURY	\$ 1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO-					PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:						\$
	ΑU	TOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	×	ANY AUTO					BODILY INJURY (Per person)	\$
В		OWNED SCHEDULED AUTOS ONLY AUTOS	-	02UENOL5509	04/01/2021	04/01/2022	BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY	sua succession di la constanti		anno de como d	PROPERTY DAMAGE (Per accident)	\$	
		ACTOS CILEY				-		\$
С	×	UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$ 15,000,000
C	· / / / / / / / / / / / / / / / / / / /	EXCESS LIAB CLAIMS-MADE		CUP-9P883795-21-NF	04/01/2021	04/01/2022	AGGREGATE	\$ 15,000,000
		DED X RETENTION \$ 10,000						\$
		RKERS COMPENSATION					X PER STATUTE ER	
A	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mar	ndatory in NH)	N/A	02WEOL6H6G	04/01/2021	04/01/2022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below		CONTRACTOR OF THE PROPERTY OF			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
Đ	Aut	to Liability - MA		02 UEN OL5510	04/01/2021	04/01/2022	Combined Single Limit	\$1,000,000
	Sch	neduled Autos		-				
					}			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insureds:

Fuss & O'Neill, Inc.

Fuss & O'Neill Manufacturing Solutions, LLC

Fuss & O'Neill Consulting Engineers, P.C. dba Fuss & O'Neill of New York

Fuss & O'Neill EnviroScience, LLC

SEE ATTACHED

CERTIFICATE HOLDER	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.
City of Springfield	AUTHORIZED REPRESENTATIVE
36 Court Street	Clestod
Springfield, MA 01103	

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AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Fuss & O'Neill, Inc. 1550 Main Street
POLICY NUMBER		Suite 400
See Page 1		Springfield, MA 01103
CARRIER	NAIC CODE	
See Page 1 See Page 1		EFFECTIVE DATE: See Page 1
ADDITIONAL DEMARKS		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

PROJECT NUMBER: 20190883.B10

PROJECT NAME: Springfield, MA - On-Call Lead Abatement Environmental Services-Various Locations

PROJECT MANAGER: Texidor, Carlos

PROJECT ADDRESS/LOCATION: Sprignfield, MA

INSURER AFFORDING COVERAGE: Lexington Insurance Company

POLICY NUMBER: EFF DATE: 04/01/2021 EXP DATE: 04/01/2022

TYPE OF INSURANCE:

LIMIT DESCRIPTION:

LIMIT AMOUNT:

Professional Liability

Ea Claim:

\$5,000,000

No Retro Date Applies Aggregate:

\$5,000,000

Retention

\$300,000