



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 RECEIVED | | 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 | APS | 9/28/21 | APS | 9/28/21 |
| CAFO | mm | 9-29-21 | mm | 9-30-21 |
| Mayor | mm | 9-30-21 | mm | 9-30-21 |
| Office of Procurement | KV | 10/11/21 | | |
| | | | | |
| | | | | |
| | | | | |

| | | |
|--|------------------------------------|---|
| Vendor No.: 11914 | Contract No. 20200461 | Blanket Contract Date: 11/04/2019 |
| Renewal Amount: \$100,000.00 | | |
| Blanket Renewal Date: 08/01/2021 | | |
| Blanket Contract Expiration Date: 11/03/2022 | | |
| Req No.: | Act No.: | |
| Bid No.: 20-054 | | |
| Vendor Name: 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): | | |
| <input type="checkbox"/> New | <input type="checkbox"/> Amendment | <input type="checkbox"/> Extension |
| | | <input checked="" type="checkbox"/> 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:

1. **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.
2. **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.**


By: 


Name: Daniel F. Delany, PE

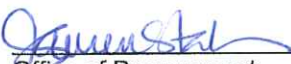
Title: Vice President

Date: September 20, 2021

FOR THE CITY OF SPRINGFIELD:


Approved:

Disaster Recovery & Compliance
Date signed: 9/27/21

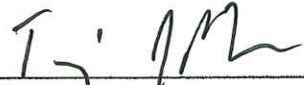
Approved:

Executive Director of Housing
Date signed: 9/27/2021

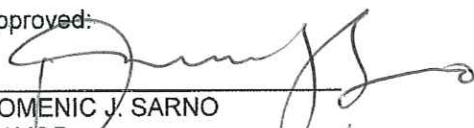
Approved:

Office of Procurement
Date Signed 9/21/21

^{WKL} Approved as to Appropriation: ^{N/A}

City Comptroller, Deputy
Date Signed 9/28/21

Approved as to Form:

City Solicitor
Date Signed 9/28/21

Approved:

CAFO
Date Signed _____

Approved:

DOMENIC J. SARNO
MAYOR
Date Signed 9/30/21

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. 62C § 49A:

Company: Fuss & O'Neill, Inc.

P.O. Box (if any): _____ Street Address Only: 1550 Main Street, Suite 400

City/State/Zip Code: Springfield, MA 01103

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____

Please Identify if the bidder/proposer/contractor is a:

- Corporation _____ Name of Individual: _____
- Individual _____ Names of all Partners: _____
- Partnership _____ Names of all Managers: _____
- Limited Liability Company _____ Names of Partners: _____
- Limited Liability Partnership _____ Names of all General Partners: _____
- Limited Partnership _____

You must complete the following certification and have the signature(s) notarized on the lines below.

TAX CERTIFICATION

I, Daniel F. Delany certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., to my best
(Authorized Agent) (Bidder/Proposer/Contractor)
knowledge and belief, has/have complied with all United States Federal, Commonwealth of Massachusetts, and
City of Springfield taxes required by law, as applicable.

Fuss & O'Neill [Signature] Date: 9/20/21
Bidder/Proposer/Contracting Entity Authorized Person's Signature

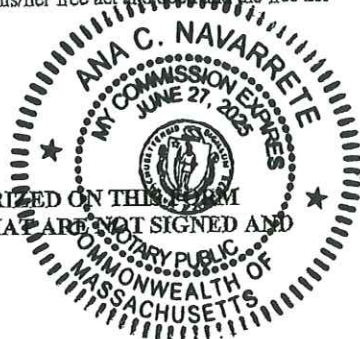
Notary Public

STATE OF Massachusetts Sept. 20, 2021
County of Hampden, ss.

Then personally appeared before me [name] Daniel F. Delany, [title] VP of [company] FUSS & O'NEILL, being duly sworn, and made oath that he/she has read the foregoing document, and knows the contents thereof, and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act and deed of [company name] FUSS & O'NEILL.

[Signature]
Notary Public

My commission expires: 6/27/2025



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

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

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

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-Variou Locations
 PROJECT MANAGER: Texidor, Carlos
 PROJECT ADDRESS/LOCATION: Sprignfield, MA

INSURER AFFORDING COVERAGE: Lexington Insurance Company
 POLICY NUMBER: [REDACTED] EFF DATE: 04/01/2021 EXP DATE: 04/01/2022 [REDACTED]

| 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 |