



Lump Sum Contract # 20151101

City of Springfield Lump Sum 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			BK	5.4.2015
Disaster Recovery	<i>kg</i>	<i>5/16/15</i>	<i>kg</i>	<i>5/16/15</i>
City Comptroller	<i>NLU</i>	<i>5/14/15</i>	<i>NLU</i>	<i>5/12/15</i>
Law	<i>KPB</i>	<i>5/18/15</i>	<i>KPB</i>	<i>5/18/15</i>
Mayor	<i>BB</i>	<i>5/18/15</i>	<i>BB</i>	<i>5/18/15</i>
Office of Procurement				

Vendor No.: **59934** Lump Sum Contract Date: **4.27.15** Contract Amt.: **\$5,000.00**

Org/Object Code 1: **26401817 – 530105 – 64014**

Org/Object Code 2:

Org/Object Code 3:

Org/Object Code 4:

Bid #: Requisition #: **15014480**

Purchase Order #:

Vendor Name: **Gerard Matthews ESQ.**

Lump Sum Contract Purpose: **Consultant Services**

Requesting Dept.: **Disaster Recovery**

TYPE OF DOCUMENT (Please select at least one):

New
 Amendment
 Extension
 Renewal

CITY CONTRACT NO. 20151101

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

Upon execution by all parties, this AGREEMENT shall be effective as of April 7, 2015, by and between the **CITY OF SPRINGFIELD**, a municipal corporation having its usual place of business at 36 Court Street, Springfield, Massachusetts, through its Director of Disaster Recovery ("Director"), with the approval of the Mayor (hereinafter referred to as the "City"), and **GERARD B. MATTHEWS, ESQ.**, an attorney with a principal place of business at 1252 Elm Street, West Springfield, MA 01089, (hereinafter referred to as the "Consultant").

WHEREAS, the City is in need of a title examiner to research the titles to, and to determine the record owner of several properties described herein in the attached exhibit, which will be impacted by Right of Way access needs for the Central Street Traffic Improvement Project, and to advise the City of any title issues involving such properties;

WHEREAS, the Consultant has the knowledge, skill and ability to render those services, is able to perform such services within the expedited time frame required by the City, and is willing to provide the services for the amounts the City has budgeted;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. The Consultant shall, in a professional and proper manner, conduct a title examination of the properties listed on the attached Exhibit A, which is incorporated herein by reference, and deliver to the City a title report for each parcel, including the title certification, the name and address of the current record owner, and descriptions of any encumbrances on the title as of the date of the report. Such reports shall be delivered to the City on or before April 30, 2015.

B. The Consultant shall, at the request of the Director of Disaster Recovery or her authorized designee/s, respond to questions from the City Law Department and other City officials regarding the title reports and supporting documents, and to provide advice concerning the title to and encumbrances over the property.

II. TIME

The services to be performed by the Consultant under this Agreement shall commence on April 7, 2015, and the services shall be completed on or before April 30, 2015.

III. COMPENSATION, PAYMENT AND BILLING PROCEDURE

A. City's Maximum Liability: It is expressly agreed and understood that in no event shall the liability of the City under this Agreement exceed the maximum sum of Five Thousand and 00/100 Dollars (\$5,000.00).

B. Consultant's Compensation: The City shall compensate the Consultant for professional title examination services in the lump sum amount of Five Thousand and 00/100 Dollars (\$5,000.00), upon completion of the services:

1. The Consultant shall submit all invoices for payment directly to the Kathleen T. Breck, Deputy City Solicitor, at City Law Dept., 36 Court Street, Springfield, MA 01103, who will forward them to the Director. The City will use its best efforts to expedite payment to the Consultant following approval of invoices. The Consultant will be paid in one lump sum for the title work and report. In the event the invoice is received before this Agreement is fully executed, the City will use its best efforts to expedite payment to the Consultant following execution of this Agreement.

C. The Consultant agrees to maintain documentation of all expenses.

IV. RECORDS

The records of the Consultant insofar as they relate to this Agreement shall be kept on a generally recognized accounting basis. The City and the Director and her authorized designee/s shall have immediate

access to any books, documents, papers and records of the Consultant which are pertinent to this Agreement for the purposes of making audit, examination, excerpts, copies and transcriptions.

V. TERMINATION

A. Generally: If through any cause the Consultant fails to timely and properly observe and comply with any of its obligations under this Agreement, the City shall have the right to terminate this Agreement or suspend or terminate payment by giving thirty (30) days written notice of termination to the Consultant signed by the City Solicitor, the Mayor or his delegate.

B. Document Ownership on Termination: In the event of termination of this Agreement all originals of documents, data, papers, studies and reports prepared by the Consultant or its agents, associates, consultants, employees, partners or servants shall become City property.

VI. REMEDIES OF THE CITY

If the Consultant shall fail to provide services to the City in accordance with this Agreement, the City may suspend or terminate payment to the Consultant, in whole or in part, until the services of Section I are complete.

VII. LIABILITY AND INSURANCE

A. The Consultant shall assume the defense of and indemnify and hold harmless the City, its officers, agents and employees from any and all suits and claims against it or any of them arising from any act or omission of the Consultant, its agents, associates, employees, partners or servants, in any way connected with the performance of this Agreement.

B. The Consultant shall maintain professional liability insurance in commercially reasonable amounts to protect the City from errors and omissions in the performance of the Consultant's services hereunder.

VIII. SUCCESSORS AND ASSIGNS

A. General Requirement: The City and the Consultant each binds itself, its associates, consultants, partners, successors, assigns and legal representatives to such other party with respect to all covenants of this Agreement.

B. Prohibition on Assignment: Neither the City nor the Consultant shall assign any interest in this Agreement or transfer any interest in the same (whether by assignment or novation) without prior written approval of the other party thereto.

X. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the Consultant agrees as follows:

A. In the performance of this Agreement, the Consultant will not discriminate against any person because of race, color, religion, sex, sexual orientation, disability, family status or national origin. The Consultant will take affirmative action to ensure that all persons to whom services are provided under this Agreement are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin.

B. In the event of the Consultant's non-compliance with the non-discrimination clauses of this Agreement, this contract may be canceled, terminated or suspended in whole or in part, and the Consultant may be declare ineligible for further City contracts.

XI. CONFLICT OF INTEREST

A. Consultant and its Employees: The Consultant, covenants that neither the Consultant nor any employee has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder.

B. The Consultant further covenants that in the performance of this contract, no person having such

interest shall be employed by the Consultant. No member, officer or employee of the City, or its designees or agents, no member of the governing body of the City, and no other public official of the City or of any designated public agencies or subcontractees which are receiving funds herein, who exercises any functions or responsibilities with respect to the Project during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

XII. APPLICABLE LAW AND EXCLUSIVE FORUM

The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

XIII. COMPLIANCE WITH LAWS

The Consultant, its engineers, agents, employees and subcontractors shall comply with all applicable laws, rules and regulations promulgated by all local, state and national boards, bureaus and agencies.

XIV. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Consultant.

IN WITNESS WHEREOF, the City of Springfield, acting by and through its Director of Disaster Recovery, with the approval of its Mayor, and Gerard Matthews, Esq., have executed this Agreement as of the date the same is signed by all necessary parties, including in the Mayor of the City of Springfield, on the last day noted below.

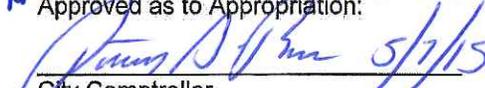
CONSULTANT


Gerard Matthews, Esquire
Date signed: 4/27/15

CITY OF SPRINGFIELD


Tina Quagliato
Director of Disaster Recovery

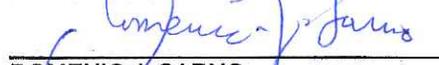
MM #26401817-530105-64014 *5000.00
Approved as to Appropriation:

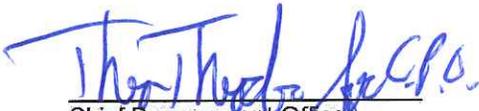

City Comptroller 5/7/15

Approved as to Form:


Deputy City Solicitor 5/8/15

APPROVED:


DOMENIC J. SARNO,
MAYOR
Date signed: 5/8/15


Chief Procurement Officer

CENTRAL STREET PROJECT

EXHIBIT A

PROJECT TRAINING SUMMARY

PARCEL NO.	SHEET NO.	OWNER	STREET	ADDRESS	PROPERTY	TOTAL AREA (SQ. FT.)	DESC OF TRAINING	AREA OF TRAINING (SQ. FT.)	AMOUNT REMAINING (SQ. FT.)	REG OF DEEDS BOOK/PAGE	REASON FOR TRAINING
C01	TRAINING PLAN SHEET 3 OF 13	MANHATTAN RENOVATION INC SPRINGFIELD, MA	02550-0006	482 CENTRAL STREET	COMMERCIAL	14,138	COMPLETE TRAINING	14,138	0	UNKNOWN	ROADWAY REALIGNMENT
C02	TRAINING PLAN SHEET 4 OF 13	MANHATTAN RENOVATION INC SPRINGFIELD, MA	02550-0004	WS - HANCOCK STREET	COMMERCIAL	4,707	COMPLETE TRAINING	4,707	0	UNKNOWN	UNREPAIRABLE REPAIRS/RENDER
C03	TRAINING PLAN SHEET 7 OF 13	48 SHEEP PASTURE RD SOUTHPOCK, MA	11500-0018	468 WYMAN STREET	COMMERCIAL	10,405	COMPLETE TRAINING	10,405	0	2862/285	ROADWAY WIDENING
C04	TRAINING PLAN SHEET 8 OF 13	WESLEY & ELLIOT JAMES SPRINGFIELD, MA	02550-0001	45 HICKORY STREET	RESIDENTIAL	8,317	COMPLETE TRAINING	8,317	0	4554/250	ROADWAY WIDENING
C05	TRAINING PLAN SHEET 10 OF 13	BECKETT & TYXOOR ENTERPRISES LLC 41 ROBERT TOWN DRIVE SPRINGFIELD, MA	10200-0034	151 HOLE STREET	COMMERCIAL	34,547	PARTIAL TRAINING	3,242	32,305	12205/460	ROADWAY REALIGNMENT
C06	TRAINING PLAN SHEET 11 OF 13	PRESTIGIOUS ONE, LLC 17 DAVENPORT ST SPRINGFIELD, MA	02560-0009	444 CENTRAL STREET	RESIDENTIAL	11,175	PARTIAL TRAINING	49	11,126	18651/179	SIDEWALK MODIFICATION
C09	TRAINING PLAN SHEET 12 OF 13	ALI HASSAN 452 CENTRAL STREET SPRINGFIELD, MA	02560-0008	452 CENTRAL STREET	RESIDENTIAL	9,005	PARTIAL TRAINING	657	8,348	18404/105	ROADWAY REALIGNMENT
C11	TRAINING PLAN SHEET 13 OF 13	FRANK BERTAS 431 HANCOCK ST SPRINGFIELD, MA	02520-0016	431 HANCOCK STREET	RESIDENTIAL	3,247	PARTIAL TRAINING	20	3,227	19142/592	SIDEWALK MODIFICATION
C12	TRAINING PLAN SHEET 13 OF 13	SPRINGFIELD COLLEGE 263 ALDEN ST SPRINGFIELD, MA	02530-0022	NS - HICKORY STREET	RESIDENTIAL	59,420	PARTIAL TRAINING	1,217	52,403	20087/719	ROADWAY WIDENING
C13	TRAINING PLAN SHEET 14 OF 13	SPRINGFIELD COLLEGE 263 ALDEN ST SPRINGFIELD, MA	02530-0015	NS - HICKORY STREET	RESIDENTIAL	15,553	PARTIAL TRAINING	250	13,203	20087/719	ROADWAY WIDENING
C14	TRAINING PLAN SHEET 15 OF 13	SPRINGFIELD COLLEGE 263 ALDEN ST SPRINGFIELD, MA	02530-0018	NS - HICKORY STREET	RESIDENTIAL	20,245	PARTIAL TRAINING	487	19,758	20087/719	ROADWAY WIDENING
C15	TRAINING PLAN SHEET 15 OF 13	SPRINGFIELD COLLEGE 263 ALDEN ST SPRINGFIELD, MA	02530-0010	HICKORY STREET (VAC. LOT)	RESIDENTIAL	27,778	PARTIAL TRAINING	617	17,161	20087/719	ROADWAY WIDENING
C16	TRAINING PLAN SHEET 17 OF 13	SPRINGFIELD HOUSING AUTH 25 SNAPE COURT SPRINGFIELD, MA	04225-0004	426 EASTERN AVENUE	RESIDENTIAL	13,562	PARTIAL TRAINING	1,095	12,467	UNKNOWN	ROADWAY WIDENING
C20	TRAINING PLAN SHEET 12 OF 13	CITY OF SPRINGFIELD 35 COURT ST SPRINGFIELD, MA	02530-0008	NS - HICKORY STREET	MUNICIPAL	15,573	PARTIAL TRAINING	797	15,216	17342/539	ROADWAY WIDENING
C21	TRAINING PLAN SHEET 13 OF 13	CITY OF SPRINGFIELD 35 COURT ST SPRINGFIELD, MA	02530-0010	20 HICKORY STREET	MUNICIPAL	15,573	PARTIAL TRAINING	797	15,216	17342/539	ROADWAY WIDENING
C22	TRAINING PLAN SHEET 13 OF 13	ALLEN STREET REALTY, LLC 8 HICKORY HILL WEST SPRINGFIELD, MA	02010-1450	8 HICKORY STREET	COMMERCIAL	201,241	PARTIAL TRAINING	26	201,215	9154/150	ROADWAY REALIGNMENT & SIGNAL INSTALLATION
C23	TRAINING PLAN SHEET 8 OF 13	DANIEL R. JAMES FROE TRUSTEES 74 MENCHON DR WILBRIDHAM, MA	02580-0005	494 CENTRAL STREET	COMMERCIAL	45,972	PARTIAL TRAINING	395	45,075	18404/105	ROADWAY REALIGNMENT
C24	TRAINING PLAN SHEET 9 OF 13	BECKETT & TYXOOR ENTERPRISES, LLC 41 ROBERT TOWN DRIVE SPRINGFIELD, MA	10200-0034	151 HOLE STREET	COMMERCIAL	34,547	PARTIAL TRAINING	1,584	33,353	17205/460	ROADWAY REALIGNMENT
C25	TRAINING PLAN SHEET 10 OF 13	CITY OF SPRINGFIELD 357 HANCOCK ST SPRINGFIELD, MA	11950-0012	WS - HANCOCK STREET	MUNICIPAL	283,164	PARTIAL TRAINING	1,287	280,787	UNKNOWN	ROADWAY WIDENING

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

031-42-754
Individual Social Security Number
State Identification Number
Federal Identification Number
Company: Gerald B. Matthews, Esq.
P.O. Box (if any):
Street Address Only: 1252 Elm St.
City/State/Zip Code: WSPfld, MA 01089
Telephone Number: 413-734-4849
Fax Number: 413-787-2502
List address(es) of all other property owned by company in Springfield: NONE
Please Identify if the bidder/proposer is a:
Corporation
Individual [checked] Name of Individual: Gerald B. Matthews, Esq.
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 following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, Gerald B. Matthews certify under the pains and penalties of perjury that I, to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.
Bidder/Proposer/Contracting Entity: Gerald B. Matthews
Authorized Person's Signature: [Signature]
Date: 4/30/15

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Gerald B. Matthews certify under the pains and penalties of perjury that I, to my best knowledge and belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).
Bidder/Proposer/Contracting Entity: Gerald B. Matthews
Authorized Person's Signature: [Signature]
Date: 4/30/15

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C S49A, I, Gerald B. Matthews, certify under the pains and penalties of perjury that I, to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
Bidder/Proposer/Contracting Entity: Gerald B. Matthews
Authorized Person's Signature: [Signature]
Date: 4/30/15

Notary Public

STATE OF MA, 4/30, 2015
County of Hampden, ss.

Then personally appeared before me [name] Gerald B. Matthews, [title] of [company name], 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] Gerald B. Matthews.

[Signature]
Notary Public
My commission expires: 4/10/20

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.



Bill To
 COMMUNITY DEVELOPMENT
 1600 EAST COLUMBUS AVE
 SPRINGFIELD, MA
 01103

Requisition 15014480-00 FY 2015

Acct No:
 26401817-530105-64014
 Review:
 Buyer: lpl
 Status: Released

Vendor
 LAW OFFICES OF GERARD B MATTHEWS
 1252 ELM ST

WEST SPRINGFIELD, MA 01089
 USA
 Tel#413-734-4848
 Fax 9-1-413-747-2562

Ship To
 DISASTER RECOVERY 4TH FLOOR
 36 COURT STREET
 ROOM 405/411
 SPRINGFIELD, MA
 MLYNCH@SPRINGFIELD CITYHALL.COM

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/27/15	059934				COMMUNITY DEVELOPMENT

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	CONTRACT#20151101			
001	CDBG-DR PROFESSIONAL TITLE EXAMINATION SERVICES.	1.00 Each	5000.00000	5000.00
1	26401817-530105-64014		5000.00	
	Ship To DISASTER RECOVERY 4TH FLOOR 36 COURT STREET ROOM 405/411 SPRINGFIELD, MA			

Requisition Link

Requisition Total 5000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
26401817-530105-64014 DISASTER RECOVERY-ECO DEV	5000.00	561651.00
PROFESSIONAL SERVICES		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	04/27/15	Cathy Buono	
Approved	04/27/15	Melanie Acobe	Auto approved by: 108745
Approved	04/27/15	Christopher Fraser	
Approved	04/27/15	Mitchell Doty	Auto approved by: 108745
Approved	04/27/15	Lindsay Hackett	Auto approved by: 108745
Queued	04/27/15	Lauren Stabilo	Auto approved by: 108745