



Contract # 20160748

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			RW	12/20/17
Public Works, Dept.	CC	12/27/2017	CC	12/27/2017
City Comptroller	MCS	1/2/18	MCS	1/2/18
Law	PT	1-3-18	PT	1-3-18
CAFO	JMM	1.5.18	JMM	1.5.18
Mayor	[Signature]	1/5/18	[Signature]	1/5/18
Office of Procurement			RW	1/8/18

Vendor No.: 11914 Contract No. 20160748 Blanket Contract Date: 01/29/16

Renewal Amount: \$500,000.00

Blanket Renewal Date: Final Year

Blanket Contract Expiration Date: 01/28/2019

Req No.: Act No.:

Bid No.: 16-061

Vendor Name: Fuss & O'Neill Inc

Blanket Contract Purpose: Renewal for On-Call Engineering Services

Requesting Dept.: DPW

TYPE OF DOCUMENT (Please select at least one):

- New
 Amendment
 Extension
 Renewal

NOTICE OF EXERCISE OF RENEWAL OPTION NO. 2; CITY CONTRACT NO. 20160748

ON-CALL ENGINEERING SERVICES

WHEREAS, on or about January 29, 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 **Fuss & O'Neill, Inc.**, a Business Entity, with a usual place of business at 78 Interstate Drive, West Springfield, MA 01089 (hereinafter the "Engineer"), entered into a contract for On-Call Engineering Services, referred to as City Contract No. 20160748, (hereinafter the "Agreement"); and

WHEREAS, The City has ratified and executed Contract No. 20160748, a one year agreement, referring to BID No. 16-061, which expired on January 28, 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 January 28, 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:

1. **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 **January 28, 2019**. Both parties accept that this is the Final Renewal Option under the Agreement.
2. **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 **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: Eric M. Bernardin, PE, LEED-AP

Title: Vice President

Date: December 12, 2017

FOR THE CITY OF SPRINGFIELD:

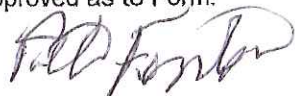
Approved: 


Department of Public Works
Date signed: 12-27-17

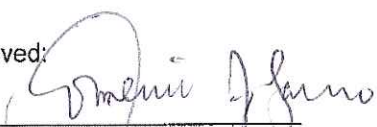
Approved: 
Office of Procurement
Date Signed 12-20-17

Approved as to Appropriation: N/A

City Comptroller
Date Signed 11/21/18

Approved as to Form: 
City Solicitor
Date Signed 1-3-18

Approved: 
CAFO
Date Signed 1/5/18

Approved: 
DOMENIC J. SARNO
MAYOR
Date Signed 1/5/18

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, Company: Fuss & O'Neill, Inc., P.O. Box (if any):, Street Address Only: 1550 Main St, Suite 400, City/State/Zip Code: Springfield, MA 01103, Telephone Number: 413-452-0445, Fax Number: 413-846-0497, List address(es) of all other property owned by company in Springfield: Please Identify if the bidder/proposer is a: Corporation [X], Individual, Partnership, Limited Liability Company, Limited Liability Partnership, Limited Partnership.

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

FEDERAL TAX CERTIFICATION

I, Eric Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., to my best knowledge and belief, has/have complied with all United States Federal taxes required by law.

Fuss & O'Neill, Inc. Authorized Person's Signature Date: December 12, 2017

CITY OF SPRINGFIELD TAX CERTIFICATION

I, Eric Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., 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).

Fuss & O'Neill, Inc. Authorized Person's Signature Date: December 12, 2017

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, Eric Bernardin certify under the pains and penalties of perjury that Fuss & O'Neill, Inc., 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.

Fuss & O'Neill, Inc. Authorized Person's Signature Date: December 12, 2017

Notary Public

STATE OF MA County of Hampden, ss.

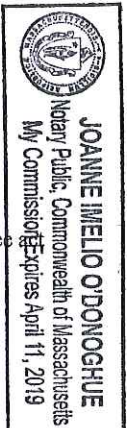
Dec. 12, 2017

Then personally appeared before me [name] Eric Bernardin [title] Vice President of [company name] Fuss & O'Neill, Inc., 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 and deed of [company name] Fuss & O'Neill, Inc.

Joanne Melillo Donoghue Notary Public

My commission expires: 4/11/19

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.



Client#: 588801

FUSSONE1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2017

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 USI Insurance Services LLC 530 Preston Avenue Meriden, CT 06450 855 874-0123	CONTACT NAME: Kate Strong	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No): 203 634-5701
	E-MAIL ADDRESS: usictcertificates@usi.com		
INSURED Fuss & O'Neill, Inc. 146 Hartford Road Manchester, CT 06040	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Fire Insurance Co		19682
	INSURER B : Travelers Property Cas. Co. of		25674
	INSURER C : Twin City Fire Insurance Compan		29459
	INSURER D : Lexington Insurance Company		19437
	INSURER E : Hartford Casualty Insurance Com		29424
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			31UUNBT5743	09/17/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY			31UENBW3089	09/17/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
C	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			31UENAA1976	09/17/2017	04/01/2018	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$10000			ZUP41M1382717NF	09/17/2017	04/01/2018	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			31WELB7393	09/17/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional/ Environmental Claims Made			021456801	09/17/2017	04/01/2019	\$5M each claim /\$5M Agg \$300,000 Retention No Retro Date Applies

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

RE: Project #20160748.A99, Project Name: Springfield, MA DPW; Project Manager: Stephen Savaria.

Owner is included as an Additional Insured under the General Liability and Automobile Liability policies when required in a written agreement in accordance with policy terms, conditions, and exclusions regarding services provided by the Named Insured. Blanket Waiver of Subrogation is included where required by written contract or agreement subject to policy terms, conditions, exclusions.
(See Attached Descriptions)

CERTIFICATE HOLDER City of Springfield Attn: Peter Garvey 36 Court Street, Room 307 Springfield, MA 01103	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. AUTHORIZED REPRESENTATIVE <i>John J. Ulicki</i>
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DESCRIPTIONS (Continued from Page 1)

**** Supplemental Name ****

Fuss & O'Neill, Inc.

Fuss & O'Neill EnviroScience, LLC

Fuss & O'Neill Manufacturing Solutions, LLC

Fuss & O'Neill Design/Build Services, LLC

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