

DEPARTMENT

Housing

Office of Procurement

Renewal No. 1 for Contract # 20200460

Initials

KV

DATE FORWARDED TO NEXT DEPT.

Date

03/02/2021

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

	3/15/21	D. #14 / c. /	3/15/21						
	346	71-	276						
M/M	3111	MM	31891						
mm	3/18/21	mm	3/18/21						
50	2/19/21								
Vendor No.: 17616 Contract No. 20200460 Blanket Contract Date: 11/04/19									
Renewal Amount: \$100,000.00									
Blanket Renewal Date: 08/01/2020									
Blanket Contract Expiration Date: 11/30/2022									
Req No.: Act No.:									
Bid No.: 20-054									
Vendor Name: EMERALD INVESTMENTS LTD									
Blanket Contract Purpose: Renewal of Price Agreement for On-Call Service Contract for Lead Abatements Environmental Services									
Requesting Dept.: Housing									
TYPE OF DOCUMENT (Please select at least one):									
ment [Extension	⊠ Renewal							
	000.00 08/01/2020 tion Date: 11/3 LD INVESTM se: Renewal of onmental Servi	000.00 08/01/2020 tion Date: 11/30/2022 Act No.: LD INVESTMENTS LTD se: Renewal of Price Agreement formental Services ang sase select at least one):	000.00 08/01/2020 tion Date: 11/30/2022 Act No.: LD INVESTMENTS LTD se: Renewal of Price Agreement for On-Call Service onmental Services sing sase select at least one):						

NOTICE OF EXERCISE OF RENEWAL OPTION NO. 1; CITY CONTRACT NO. 20200460

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 Emerald Lead Testing Inc., a Massachusetts Company, with a mailing address located at 41 Cleveland Street, Springfield, MA, 01104 (hereinafter the "Contractor"), entered into a contract for On-Call Lead Abatement Environmental Services, referred to as City Contract No. 20200460, (hereinafter the "Agreement"); and

WHEREAS, The City has ratified and executed Contract No. 20200460, 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 now seeks to exercise Renewal Option No. 1 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. Exercising of Renewal Option No.1. The Springfield HOUSING hereby exercises Renewal Option No.1, 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, 2021. Both parties accept that this is the first of two Renewal Options, available to the City, under the Agreement.
- 2. <u>Section (VII) Compensation.</u> The amount of the services for the first 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, 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 **Emerald Lead Testing Inc.** has caused this Renewal Option No. 1 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.

Approved:
Shulfut
Executive Director of Housing Date signed: 3/12/202
MApproved as to Appropriation:
Juny D. Chu
City Comptroller Date Signed 3-15-2021
Approved:
Lindra 16 hot
CAFO Date Signed 3/11/2/



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2021

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.

lf	APORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to ils certificate does not confer rights to	the :	terms	and conditions of the po	licy, ca	rtain policies	DITIONAL II may require	ISURED provisions or be an endorsement. A stat	endon ement o	sed. on
	DUCER				CONTA NAME:		aus			
Webber & Grinnell 8 North King Street					PHONE (A/C, No, Ext): (A/C, No):					
0.16	our wild onest				ADDRE	ss:				
Northampton MA 01080					INSURER(S) AFFORDING COVERAGE INSURER A: XS Brokers Insurance Agency				NAIC#	
INSU	RED				INSURER B : Safety Indemnity					
Emerald Lead Testing Co.					INSURER C: WCAR-Atlantic Charter					
	Attn: David Burgess				INSURER D :					
	41 Cleveland Street				INSURE	RE:			[
	Springfield			MA 01104	INSURE	RF:				
CO	VERAGES CER	TIFIC	ATE	NUMBER:				REVISION NUMBER:		
CI E	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.									
LIR	TYPE OF INSURANCE	INSO	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT		
	COMMERCIAL GENERAL LIABILITY	l						EACH OCCURRENCE	s 1,00	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,	200
	<u> </u>		1					MED EXP (Any one person)	s 10,0	30
Α			1	EPK129584		12/31/2020	12/31/2021	PERSONAL & ADV INJURY	_	0,000
	GENLAGGREGATE UNIT APPLIES PER:						·	GENERAL AGGREGATE	\$ 2,00	
	POLICY PRO LOC	l						PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea socident)	\$ 1,00	000,0
	ANYAUTO				1			BODILY INJURY (Per person)	\$	
В	OWNED AUTOS ONLY AUTOS			5912046		12/15/2020	12/15/2021	BODILY INJURY (Per accident)	\$	_
	HIRED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAGE	\$	
	ASIGS GALL							(Per accident) Uninsured motorist BI	s 100,0	000
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	5	
	DED RETENTION S WORKERS COMPENSATION								5	
	AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
С	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		WCV01495000		05/11/2020	06/22/2020	E.L. EACH ACCIDENT	s 100,0	300
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$ 100,0	000
	DESCRIPTION OF OPERATIONS below							ELL DISEASE - POLICY LIMIT	s 500,0	100
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	01, Additional Remarks Schedule,	may be at	tached if more so	aco is required)			
City	of Springfield is listed as additional insured	with n	espec	t to liability as per the terms a	ind cond	itions of the po	ficies.			
						·				
CER	TIFICATE HOLDER				CANC	ELLATION				
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							BEFORE			
36 Court St, Room 307					AUTHORIZED REPRESENTATIVE					
										Springfield

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 Number	S	tate Identification N	amber	Pederal Identification	Number		
Pursuant to M.G.L. Ch. 62								
Company:	Emera	- W Le	ad Test	l Clovelas	<u> </u>	; ;		
P.O. Box (if any):		Stree	t Address Only: _4/	1 Clevelas	nd St	:		
City/State/Zip Code:	SpHO	MA	01104					
Telephone Number:			Fax Nu	mber:		;		
List address(es) of all other pro	perty owned by com	any in Springfield	lt			i		
Please Identify if the bidder/pr	oposer/contractor is a	i				•		
Corporation								
Individual		Name of Individu	al:	 	·	;		
Partnership				wann		1		
Limited Liability Company		Names of all Man	agera:			1		
Limited Liability Partnership	·	Names o. Fartner	e:	·				
Limited Partnership		Names of all Gene	ral Partners:			1		
You must complete the following certification and have the signature(s) notarized on the lines below. TAX CERTIFICATION Inerald Lead Testing, Inc. I, DAVID A BURGES certify under the pains and penalties of perjury that (Anthorized Agent) (Bidder/Proposer/Contractor) (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.								
			Notary Publ	<u>ic</u>		ı		
STATE OF MOSSO	chosetts			_2/17/8	21.2020-			
County of Hamp d	ieu "	L		7-7				
Then personally appeared before me [name] DONA A. BUTCES [title] President of [company name] Emerald (ead Testing), being duly sworn, and maile dath 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] Emerald (ead tasting) Notary Public EILEEN B. MANLEY Notary Public Commission expires: My commission expires: My Commission Expires October 3, 2025								
YOU MUST FILL THIS AND YOU MUST FILE 'NOTARIZED WILL BE	THIS FURM WI	MPLETELY A	and, signate D/CONTRACT.		ON THE	FORM IGNED AND		