

Massachusetts Clean Water Trust
Office of the Treasurer and Receiver - General
Executive Office for Administration and Finance
Department of Environmental Protection



Application for Financial Assistance
State Revolving Fund
Asset Management Planning

March 2020

Department of Environmental Protection
Bureau of Water Resources
Division of Municipal Services
One Winter Street
Boston, Massachusetts 02108-4747

Introduction

Chapter 275 of the Acts of 1989, as amended by Chapter 203 of the Acts of 1992 and most recently amended by Chapter 78 of the Acts of 1998, (the Act) established the State Revolving Fund (SRF) program in Massachusetts contemplated by Title VI of the federal Clean Water Act (the CWA) and Title XIV of the Amendments to the federal Safe Drinking Water Act (SDWA). It further created the Massachusetts Clean Water Trust (the Trust) to implement the program. The Trust, together with the Massachusetts Department of Environmental Protection (MassDEP) is authorized under the Act to make loans/provide financial assistance to local governmental units and Public Water Suppliers (PWS) to finance the costs of eligible water pollution abatement and drinking water protection projects.

Asset Management Planning (AMP) is a systematic process that utilities can use to prioritize and schedule maintenance and replacement of capital assets (pipes, valves, equipment, structures, etc.) in a proactive and cost-effective manner that allows for more predictable budget projections. MassDEP and the Trust recognize the value of AMP to the long-term demand for infrastructure financing. Well-maintained systems receive extended service and full value from their systems, while less well-maintained infrastructure is prone to early and unpredictable failure. Therefore, MassDEP and the Trust are promoting AMP by offering subsidized SRF financing for communities interested in developing AMP for their drinking water, stormwater and wastewater systems. The subsidy for this program is a grant of up to \$150,000 or 60% of the project cost, whichever is less, with the community providing the remaining amount with cash match, In-Kind Services (IKS), or a capital contribution (which can also be financed through a separate SRF Planning Project Loan).

Eligible projects will be determined in accordance with the priority lists established annually by MassDEP. *A project must appear on the current MassDEP Intended Use Plan (IUP) project listing to be eligible to apply for financial assistance.* Applications for assistance/loans will be reviewed in accordance with the provisions of 310 CMR 44.00 & 310 CMR 45.00:

<https://www.mass.gov/regulations/310-CMR-4400-the-clean-water-state-revolving-fund>

<https://www.mass.gov/regulations/310-CMR-4500-the-drinking-water-state-revolving-fund>

In order to obtain access to AMP financial assistance, a potential applicant must file an Asset Management Planning Application for Financial Assistance (Application) with MassDEP, Bureau of Water Resources (BWR). Once MassDEP has approved the Application, it will forward a Project Approval Certificate (PAC) to the Trust. The Trust will then be authorized to fund the project within the previously stated limitations, subject to the availability of funds, subject to MassDEP's and the Trust's approval of the Application submitted, and subject to the terms and conditions subsequently developed for the assistance.

This application package includes the Application Form, Instructions and other information relative to supporting documentation required to be submitted as part of the Application. **Please do not submit the instructions with the Application.**

Applicants should note that neither the filing of an Application nor issuance by MassDEP of a Project Approval Certificate constitutes a binding commitment of the Trust or MassDEP to provide assistance or a loan. Binding commitments, subject to the availability of funds, will be issued by the Trust after review of the financial information contained in the Application.

PLEASE NOTE THAT THIS APPLICATION PACKAGE IS SUBJECT TO REVISION. IT DOES, HOWEVER, REFLECT THE MOST CURRENT INFORMATION REQUIRED BY MassDEP AND THE TRUST TO REVIEW AND APPROVE YOUR PROJECT.

General Information

Please complete all parts of this application; incomplete or incorrect applications may delay review.

1. *Use of This Application* – This is an application form for financial assistance from the Massachusetts Clean Water Trust's State Revolving Fund (SRF) Program. The SRF Program is a financing assistance program for the planning, design, and construction of water pollution abatement projects. As set forth in the Calendar Year 2020 Project Priority List/Intended Use Plan, funding for design projects are not eligible for Calendar Year 2020. This form is to request a grant to partially finance costs incurred by the local governmental unit (LGU) in the planning of water pollution abatement and drinking water projects through preparation of Asset Management Plans. LGUs interested in receiving SRF financial assistance must complete and return this application.

2. *General Eligibility* – A project must meet the eligibility criteria of the SRF program in order to be eligible for financial assistance (See 310 CMR 44.04 or 44.08 & 310 CMR 45.00):

<https://www.mass.gov/regulations/310-CMR-4400-the-clean-water-state-revolving-fund>

<https://www.mass.gov/regulations/310-CMR-4500-the-drinking-water-state-revolving-fund>

3. *The Application Consists of Two Parts and a Checklist:*

Part I: General information about the applicant and the project, and an applicant certification statement.

Part II: Supplemental Requirements.

Financial Assistance Application Checklist - The checklist must be completed and submitted with the application.

4. Please refer to the instructions for each section to determine which types of additional information are required for submission with the application. MassDEP may require other supporting information or documentation in addition to that requested in this application.

5. *Deadlines* - Please keep in mind three important deadlines. A vote on the local appropriation by the City Council, Town Meeting or Wastewater District must be completed by **October 16, 2020** and should be scheduled as far in advance of that date as possible. A complete application must be submitted by **October 16, 2020**.

6. *Submission* – Please submit a PDF file of the application (including the loan application checklist) via email, ftp site access, or another acceptable method to the following recipients:

Maria.Pinaud@mass.gov

cc.

Gregory.d.Devine@mass.gov (for NERO & WERO projects)

Michele.Higgins@mass.gov (for CERO & SERO projects)

Instructions for Part I – Applicant Information Section

The applicant must self-identify as a small system. For identification purposes, provide the total number of utility connections and corresponding population served by the project. This designation will be assessed during the application review process. Please note additional information may be required to verify status as a small system.

1. Provide the legal name of the eligible local governmental unit (LGU) or public water utility that will undertake the proposed project. If the applicant is not a municipality provide information regarding the entity that will be responsible for executing contracts and documents.

List the Applicant's Department of Revenue (DOR) identification Number (this is the I.D. number used on all state revenue aid programs).

List the applicant's Federal Employer Identification Number (FEIN).

Authorized Representative - (Checklist Items 2 and 3) List the name, title, complete address, e-mail address, and telephone and fax numbers of the authorized representative. The application must contain a resolution or authorization designating by title the official (Mayor, City or Town Manager, Chairman of the Board of Water Commissioners, Board of Selectmen, etc.) to act as the representative of the applicant to sign for, accept, and take whatever action is necessary relative to the project. In the city form of government, the City Council will generally name the authorized representative. If the community is governed by Town Meeting, then the Town Meeting action will name the appropriate group, such as the Board of Selectmen or Board of Public Works. The appropriate governing body will then name the authorized representative. If the Authority to File statement names an office, then a certified statement is required specifically identifying the individual currently holding that office. For wastewater districts, provide the requisite authorization of the governing board.

The Authority to File statement must be certified. This is accomplished by either a certification at the bottom of the authority to file or by submitting a separate certifying statement. Suggested forms for Authority to File and Certifying Authority to File are included in **Appendix A**. In the event the authorized official is replaced while the project is still active, a certified statement naming the new incumbent and the effective date of appointment must be submitted. On occasion, an authorized representative may desire to delegate the authority to act on their behalf in processing paperwork during the implementation of the project. This is accomplished by having the authorized representative submit a letter advising MassDEP of this delegation.

2. If an individual other than the Authorized Representative will serve as the Applicant's contact person for day-to-day management of the project, provide that person's name, address, e-mail address, and telephone and fax numbers.
3. Provide the name and Federal Employer Identification Number (FEIN) of the engineering firm, contact person, address, e-mail address, and telephone and fax numbers.
4. List the project's SRF ID number and name from the current CW / DW SRF Priority List/Intended Use Plan and provide a brief description of the nature and scope of the planning project to be undertaken.
5. If the planning project is serving more than one municipality, list all municipalities involved and any NPDES permit numbers, as applicable.
6. Indicate the amount of financial assistance you are requesting.

7. **Local Appropriation - (Checklist Item 4)** MassDEP is managing these AMP projects in the same fashion that it addresses other SRF-financed Planning projects. The applicant must demonstrate that sufficient funds are available to cover the total project costs including the projected AMP grant amount, SRF loan if applicable, and any SRF ineligible costs. Procurement of an appropriation or loan order is typically accomplished by means of a vote of Town Meeting, City Council, Wastewater District, or other similar action. It is understood that in some cases, an applicant will cover the required local matching contribution of the projected costs through cash match or a combination of in-kind services and capital contribution, rather than borrowing the non-grant balance through the SRF program. Local counsel should be consulted to determine the appropriate process and language needed to approve the project and accept the state subsidy.

Important points to remember:

- a. Note that the applicant may borrow its contribution (non-grant amount) of anticipated costs of the project from the Massachusetts Clean Water Trust in accordance with Chapter 29c, as amended, of the General Laws;
 - b. The resolution must be certified;
 - c. It must denote who can act on behalf of the applicant to file for and accept financing;
 - d. It must specifically state what project or type of project is being authorized, such as asset management planning.
8. Check **ALL** forms of financial assistance the applicant is requesting in this application.
 9. The application certification must be signed by the authorized representative designated in Item 1.

Please review carefully the 13 conditions with which projects financed through the SRF must comply. Failure to meet these conditions may preclude MassDEP's approval of the project. (Note that some of these conditions (Nos. 1, 3, 5, 10, and 13) do not apply to AMP projects.)

Instructions for Part II – Supplemental Requirements

(Item Nos. 5 through 9 on Checklist)

5. **PLAN OF STUDY** – A detailed Plan of Study must be submitted with the application, outlining the scope of services and schedule for the planning work. The plan of study should be of sufficient detail to demonstrate that all MassDEP planning requirements will be met. For further guidance on this issue, contact the MassDEP Program Manager; refer to the [State Revolving Fund Contact](#) list. *Note, schedule duration should not exceed 12 months.*
6. **PROFESSIONAL SERVICES AGREEMENT** – The application must contain draft agreements for all professional services which clearly outline the duties and responsibilities of the applicant and its contractors. The agreement shall include, but not be limited to, scope of work for the various planning tasks, cost to perform the work to be paid in accordance with the provisions of eligible contracts, provisional overhead rate, and time of completion.
 - a. **MODEL SUBAGREEMENT CLAUSES** – The provisions of **Appendix B** are to be made a part of all professional services agreements.
 - b. **DETAILED FEE BREAKDOWN** – All fees shall be broken out by task (as described in the Scope of Work), job category (vice president, project engineer, draftsman, etc.), purchases, expenses and cost.
 - c. **SUBCONTRACTS WHERE APPLICABLE** – All lower tier subcontracts in excess of \$25,000 must be submitted in draft form with the application along with a detailed fee breakdown. The subcontracts must incorporate the Model Sub-agreement Clauses.
7. **CHAPTER 233 - COMPLIANCE STATEMENT ON MA TAXES** – A statement must be signed by the consultant engineer(s) for the project that states that the engineer(s) is in compliance with Massachusetts tax laws. A sample statement is provided in **Appendix C**.
8. **IN-KIND SERVICES (IKS) REPORTING** – Applicants are required to submit a DRAFT format for reporting information related to the In-Kind Services performed for the project. The form must provide at a minimum the information described in **Appendix D**.
9. **CASH FLOW PROJECTION** – Provide a month-by-month schedule of project expenditures. The consulting engineer should be able to provide an estimate of the project schedule and anticipated fund amounts necessary to complete the project. This information will be important to determine subsidy and bonding requirements. (Since it will be necessary to make assumptions regarding project start-up and loan award dates in order to complete this section, it may be necessary to update this information later to reflect the actual date of project initiation.) This schedule should show all expenses, including previously incurred costs if MassDEP had issued a prior approval as provided in 310 CMR 44.08 and 310 CMR 45.04.
<https://www.mass.gov/regulations/310-CMR-4400-the-clean-water-state-revolving-fund>
<https://www.mass.gov/regulations/310-CMR-4500-the-drinking-water-state-revolving-fund>

The application must contain a realistic schedule for starting and completing the planning project. Since the Trust will sell its bonds based on the proposed schedule, it is critical that this schedule be as accurate as possible.

Part I

Applicant Information and Certification

(Attach additional pages as necessary)

1. LOCAL GOVERNMENTAL UNIT (LGU)		
LGU Name:	Dept. of Revenue ID No.:	FEIN
Authorized Representative:		Title:
Street/P.O. Box:		
City:	State:	Zip:
Telephone:	Fax:	E-Mail:

2. LGU CONTACT PERSON (if different from item 1)		
Name:	Title:	
Mailing Address (if different from item 1)		
Street/P.O. Box:		
City:	State:	Zip:
Telephone:	Fax:	E-Mail:

3. ENGINEER OR CONSULTANT FIRM		
Firm/Agency:	FEIN	
Contact Person:		
Mailing Address		
Street/P.O. Box:		
City:	State:	Zip:
Telephone:	Fax:	E-Mail:

4. CWSRF/DWSRF PROJECT IDENTIFICATION NUMBER	
ID No. from Current Year Priority List:	
Project Description:	

5. MUNICIPALITIES SERVED BY TREATMENT WORKS (Name / Permit Numbers)	

6. PROJECT FINANCING/ASSISTANCE REQUESTED	Amount	Available Balance
AMP Grant	\$	\$
SRF Loan	\$	\$
In-Kind Services	\$	\$
Other Contribution	\$	\$
TOTAL	\$	\$

8. TYPE OF FINANCIAL ASSISTANCE REQUESTED		
(Check as applicable)	Loan for new project	<input type="checkbox"/>
	Refinancing of debt incurred	<input type="checkbox"/>
If refinancing, list amount of outstanding debt and maturity dates.		
Amount	Date of Issue	Maturity Date

9. CERTIFICATION
In submitting this Application to MassDEP, the Applicant certifies that it shall comply with the following Project related conditions and understands that the Applicant's non-compliance with one or more of these conditions may preclude MassDEP's issuance of a Project Approval Certificate or entry into a Project Regulatory Agreement.
(1) The Applicant shall obtain MassDEP's prior written approval to: (a) advertise any Invitation To Bid or Request for Proposals to procure contracts for the Project; and (b) award any contracts for the Project.
(2) The Borrower shall comply with the (a) the Civil Rights Act of 1964, 42 USC s.2000(1) et seq., as amended, Section 13 of the Federal Water Pollution Control Act (FWPCA) of 1972; Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, (b) the Equal Employment Opportunity requirements (Executive Order 11246), and all Executive Orders and regulations promulgated thereunder, and (c) the Affirmative Action and Minority/Women Business Enterprise ("M/WBE") requirements in the Regulations and the federal Disadvantaged Business (DBE) rule. The Borrower shall ensure that any prime contracts or subcontracts for services, construction, goods or equipment for the Project contain the DM/DWBE utilization goals of 4.2% D/MBE and 4.5% D/WBE.
(3) The Applicant shall at all times provide and maintain competent and adequate resident supervision and inspection of the Project under the direction of a licensed professional engineer. Such resident site engineer shall ensure that the implementation of the Project conforms with the approved plans and specifications and shall certify to the Applicant and MassDEP at the completion of the Project that the implementation of the Project is in accordance with MassDEP approved final plans and specifications for the Project. The Applicant also agrees to submit an executed copy of the contract for resident site engineering services to MassDEP within sixty (60) days of the date of the contract award. The Applicant understands that no payments for the Project will be processed until such contract has been submitted to MassDEP.
(4) Prior to receiving final payment for the Project, the Applicant shall certify to MassDEP that the Project has been completed and performed in accordance with the Project Regulatory Agreement.
(5) The Applicant shall be solely responsible for the implementation and completion of the Project in accordance with MassDEP approved plans and specifications and MassDEP permit(s) issued for the Project, and for the economical and efficient operation and administration of the Project. The Applicant's responsibilities include retaining sufficient operating personnel and conducting operational tests and other needed evaluations to ensure the economical and efficient operation and administration of the Project.
(6) The Applicant shall establish accounts for the Project which shall be maintained in accordance with generally accepted government accounting standards.
(7) The Applicant understands that if MassDEP issues a Project Approval Certificate for this project, such action does not constitute MassDEP's sanction or approval of any changes or deviation from any applicable state regulatory or permit standards, criteria, or conditions, or from the terms or schedules of state enforcement actions or orders applicable to the Project.
(8) The Applicant shall maintain all Project records for seven years after the issuance of final payment or until any litigation, appeal, claim, or audit that is begun before the end of the seven-year period is completed and resolved, whichever is longer.
(9) The Applicant agrees to provide any Project information and documentation requested by MassDEP.

(10) The Applicant shall obtain fee simple title or such other property interest in the Project site, including any easements and rights-of-way, necessary to ensure the undisturbed use and possession of the Project site for the purposes of implementation and operation of the Project for its estimated life.

(11) Any proposed change in Project-related contracts which substantially modifies the Project initially proposed shall be submitted to MassDEP for prior approval.

(12) The Applicant's implementation of the Project, including the procurement of related contracts, shall comply with all applicable requirements of state and local laws, ordinances, by-laws, rules and regulations.

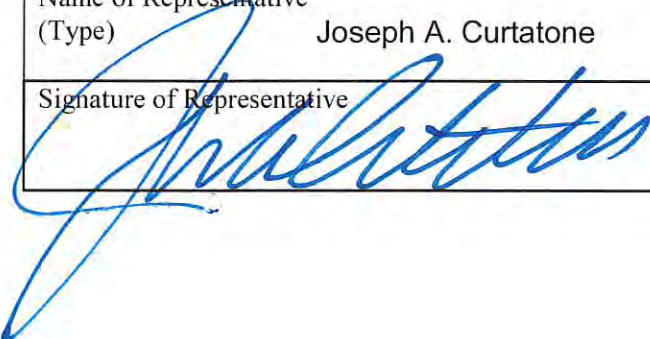
(13) MassDEP representatives shall have access to Project work whenever it is in preparation or progress and shall be provided proper facilities for such Project access and inspection. All of the Applicant's construction and other relevant contracts shall contain the above provision.

To the best of my knowledge and belief, data provided in this application is true and correct; the documentation has been duly authorized by the governing body of the applicant. Furthermore, the applicant certifies that it possesses the legal authority to apply for the loan, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application. The same resolution, motion, or similar action is directing and authorizing the person identified below as the authorized representative of the applicant to act in connection with the application and to provide such additional information as may be required.

Name of Representative
(Type) Joseph A. Curtatone

Title
Mayor

Signature of Representative



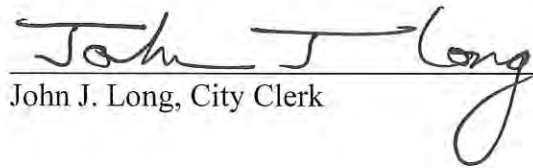
(Date)
10/14/2020

CERTIFICATE OF AUTHORITY AND INCUMBENCY

I, John J. Long, am the duly appointed Clerk of the City of Somerville, and I hereby certify that under Section 26 of the Charter of the City of Somerville, the Mayor of the City of Somerville, as Chief Executive Officer, is authorized to execute and legally bind the City to any contracts and other documents, including the application for grant assistance from the Massachusetts Department of Environmental Protection and the Massachusetts Clean Water Trust;

And I further certify that Joseph A. Curtatone is the Mayor of the City of Somerville, having been duly sworn on January 6, 2020 for a two year term expiring on January 3, 2022.

Certified on this 14th day of October, 2020:



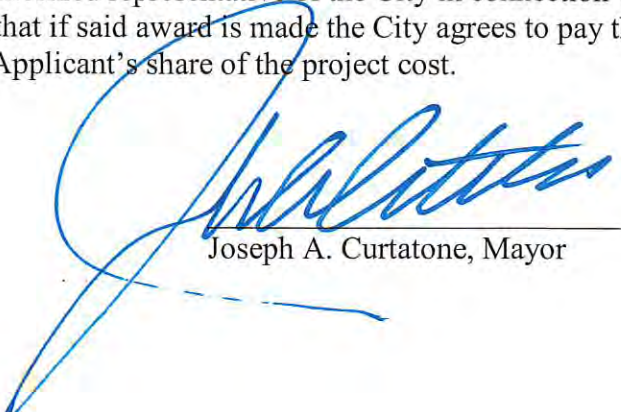
John J. Long, City Clerk

CORPORATE SEAL

AUTHORITY TO FILE

I hereby certify that under Section 26 of the Charter of the City of Somerville, that I am the Mayor of the City of Somerville, and, as Chief Executive Officer of the City of Somerville, I am authorized to execute and legally bind the City to any contracts, including the application for grant assistance from the Massachusetts Department of Environmental Protection (MassDEP) and the Massachusetts Clean Water Trust (the Trust) of the Commonwealth of Massachusetts, as well as furnishing such information, data and documents pertaining to the application as may be required.

I am also authorized to act as the authorized representative of the City in connection with its application, and I further certify that if said award is made the City agrees to pay those costs which constitute the required Applicant's share of the project cost.



Joseph A. Curtatone, Mayor

State Revolving Fund Program Application Checklist

ASSET MANAGEMENT PLANNING PROJECTS

Please use this checklist to confirm that all required forms and supplemental information have been included with the application and submit the checklist with your application.

Item	Included in this package (check)	Previously submitted (date)
1. Part I	<input type="checkbox"/>	
2. Authority to File	<input type="checkbox"/>	
3. Certifying Authority to File	<input type="checkbox"/>	
4. Local Appropriation	<input type="checkbox"/>	
5. Plan of Study		
5a. Scope of Work	<input type="checkbox"/>	
5b. Schedule	<input type="checkbox"/>	
6. Professional Services Agreements	<input type="checkbox"/>	
6a. Model Sub Agreement clauses	<input type="checkbox"/>	
6b. Detailed Fee Breakdown	<input type="checkbox"/>	
6c. Subcontracts where Applicable	<input type="checkbox"/>	
7. Chapter 233 - Statement on MA Taxes	<input type="checkbox"/>	
8. In-Kind Services (IKS) Reporting Form (Force Account)	<input type="checkbox"/>	
9. Cash Flow Projection	<input type="checkbox"/>	

IN-KIND SERVICES REPORTING

The Trust's Board of Trustees has allocated up to \$2 million in grant funding to this program. The maximum total award provided by the Trust to a single LGU will be \$150,000, or 60% of total eligible cost, whichever is less. Projects may use Clean Water or Drinking Water SRF loans to finance the required local contribution. Eligible entities will be required to provide a minimum 40% of total eligible cost matching contribution that can be made up of no more than 50% In-kind Services (IKS). Small systems will be allowed to increase the IKS contribution up to 70% of their total match.

The IKS match is defined as a contribution, other than cash, donated or pledged, that originates from personnel time. Employees of the eligible applicant may have their hourly wage applied for portions of time that they are actively working on the AMP project. The following are generally accepted as in-kind match / contributions:

- Personnel time provided to the project;
- Personnel on loan from another organization/corporation.

Eligible applicants are required to consistently and accurately track IKS. The documentation must include the following:

1. Employee Name;
2. Title;
3. Organization/Division;
4. Salary (Hourly Rate plus benefits);
5. Date/Time;
6. Task Description;
7. Approximate number of hours worked;
8. Material/Equipment Costs with backup documentation;
9. Daily/Total Costs;
10. Authorized Representative/Delegated Representative Certification.

A model spreadsheet will be provided to track IKS if eligible applicants do not wish to create their own. The Trust will require a signed copy to be included in the reimbursement request package to be submitted at each payment phase (see **Appendix E**).

The Trust reserves the right to review and audit IKS at any time during the grant period. Failure to meet documentation requirements may be grounds for IKS to be disqualified as contributions. Reduction in contributions may lessen the grant/principal forgiveness amount.

When the community signs a final loan/financial assistance agreement with the Trust either the community or the consulting engineer must submit their proposed IKS documentation format to the Program Manager refer to the [State Revolving Fund Contact](#) list.

Reimbursement Forms

Once a financial assistance agreement/loan has been executed with the Trust, the community may seek reimbursement for costs incurred on the project. The community or its consultant engineer will complete the requisition forms, gather the appropriate backup documentation and submit the payment reimbursement request package in PDF form to MassDEP via email at DMSDEP.General@mass.gov. MassDEP perform a complete review of the reimbursement packet, recommends payment upon approval and then forwards the signed Form 1000 to the Trust. The Trust will then wire transfer the funds to the community.

The required Form 1000 is needed to seek reimbursement. This form must be signed by the community Authorized Representative.

Project Reporting – For the project’s duration, the community or its consultant is required to submit to MassDEP a brief monthly summary listing the tasks completed for the calendar month and the progress to date. A format for monthly progress reporting is provided herein. The last monthly summary report, upon completion of the project, must be accompanied by a project completion report. The project completion report must restate the original project objectives, describe and justify any deviations from the original objectives and describe how the resulting work of the asset management planning project will be implemented. Approval of this completion report is a requirement for final payment and subsequent principal forgiveness (grant award).

Project Closeout – Final payment will be provided upon receipt of a final invoice package (Form 1000) and a certification from the applicant that the project has been certified complete. MassDEP will provide a closeout package with the required Planning Project Completion Certificate in advance of project completion. MassDEP approval of this closeout documentation is requirement for final payment and subsequent principal forgiveness (grant award).

When the community signs a final loan/assistance agreement with the Trust, either the community or its consulting engineer, should contact MassDEP to receive official versions of the Form 1000. For projects in the Northeast and Western regions contact **Aiesha Cummings at (617) 556-1103**, and for projects in the Southeast and Central regions contact **Susan Grant at (617) 292-5917**.

Asset Management Project Monthly Status Report

MONTHLY PROGRESS REPORT, through _____(DATE)

LGU: _____

Project Name: _____

Project Objective Statement:

The following activities were completed since the last Project Monthly Status Report:

-
-
-
-
-
-

The following summarizes the status of all SOW activities performed through current invoice period:

Task	Description	Fee	Invoice Through (Date)	Fee to Date	Progress (%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
TOTAL					

LOCAL APPROPRIATION

CITY OF SOMERVILLE, MASSACHUSETTS
JOSEPH A. CURTATONE
MAYOR
DEPARTMENT OF INFRASTRUCTURE & ASSET MANAGEMENT



RICHARD E. RAICHE, PE, PMP
DIRECTOR OF INFRASTRUCTURE & ASSET MANAGEMENT

JESSICA FOSBROOK, PE, ENV SP
DIRECTOR OF ENGINEERING

FREDERICK MASSARO, JR. CFM, SFP
DIRECTOR OF CAPITAL PROJECTS

10/8/2020

Asset Management Planning Grant
Department of Environmental Protection
Bureau of Water Resources
Division of Municipal Services

**APPLICATION FOR FINANCIAL ASSISTANCE
STATE REVOLVING FUND**

Documentation of Local Appropriation

The City of Somerville has appropriated the necessary funding to cover the entire project cost detailed in the attached asset management planning grant application. The City intends to use Sewer Enterprise funds approved and voted upon by the City Council on June 25, 2020. The annual appropriation of Sewer Enterprise funds is further allocated amongst various sub-accounts, in which the City has budgeted \$250,000 for the Asset Management Planning program.

The following attachments detail the vote and authorization of the City Council, the account inquiry detailing the available funds, and the annual budget allocating those funds to annual projects including the Asset Management Planning program.

- City Council letter approving appropriation of \$26,004,509 to the FY21 Sewer Enterprise fund
- Master account inquiry detailing \$1,960,000 budgeted to the Sewer Enterprise Capital Outlay Engineering/Architecture line
- Fund budget demonstrating \$250,000 project cost budget from Sewer Enterprise Capital Outlay Engineering/Architecture line for Asset Management Startup Support

If awarded the grant, the City Council will vote to formally accept the grant. The Director of Finance and Administration for the Department of Infrastructure and Asset Management will be responsible for filing grant reimbursement documentation.



CITY OF SOMERVILLE, MASSACHUSETTS
CITY COUNCIL

Docket # 210295

Mayor's Request
Appropriation/Budget

Regular Meeting, June 25, 2020
Item ID 23160

SUMMARY: Requesting an appropriation of \$26,004,509 to fund the FY21 Sewer Enterprise Fund Budget.

COMPLETE TEXT:

To the Honorable City Council:

I respectfully request your approval for an appropriation in the amount of \$26,004,509 to fund the Fiscal Year 2021 Sewer Enterprise Fund Budget. The appropriation order attached is broken down into Personal Services, Ordinary Maintenance, Capital, Debt Service, and Special Items.

Sufficient revenues shall be raised from charges to meet said appropriation in addition to an estimated \$732,980 in indirect costs funded in the General Fund.

Respectfully Submitted,
Joseph A. Curtatone, Mayor

RESULT: APPROVED. [UNANIMOUS]

AYES: Mbah, Rossetti, Strezo, White Jr., McLaughlin, Scott, Ewen-Campen,
Clingan, Niedergang, Davis, Ballantyne

FOLLOWUP: Finance Committee

APPROVED. BY THE CITY COUNCIL OF THE CITY OF SOMERVILLE, MA, AT A
REGULAR MEETING ON THE 25th DAY OF JUNE, 2020.

APPROVED BY THE MAYOR OF THE CITY OF SOMERVILLE, MA, ON THE 29th DAY
OF JUNE, 2020.

ATTEST:

John J. Long, City Clerk

10/05/2020 14:24
1278mrichards

City of Somerville LIVE
G/L ACCOUNT - MASTER INQUIRY

P 1
glactinq

Org code: 640058 SEWER CAPITAL OUTLAY Type: E
Object code: 530006 ENGINEER'G/ARCHITCT'L SVC Status: A
Project code: Budgetary: Y

Fund 6400 ENTERPRISE FUND - SEWER
Func 4 PUBLIC WORKS
Year 0000 UNASSIGNED
Prog/DOEFunc 000000 UNASSIGNED
Dept/Loc 440 SEWER
SDeptSubject 440 SEWER
Rev DOEPrq 0000 UNASSIGNED
Budget Ctrl 58 CAPITAL

Full description: ENGINEER'G/ARCHITCT'L SVC Short desc: ENG/ARCH
Reference Acct: Auto-encumber? (Y/N) N

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	1,739,947.62	.00	.00
01	.00	.00	1,739,947.62	3,699,947.62
02	60,636.63	148,763.37	.00	.00
03	181,684.61	-181,684.61	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	242,321.24	1,707,026.38	1,739,947.62	3,699,947.62

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	242,321.24	Original Budget	1,960,000.00
Encumbrances	1,707,026.38	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	1,949,347.62	Carry Fwd Budget	1,739,947.62
Available Budget	1,750,600.00	Carry Fwd Bud Tfr	.00
Percent Used	52.69	Revised Budget	3,699,947.62
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	1,511,931.38	DEPARTMENT	1,960,000.00
Actual-Last Yr	228,016.24	FINAN/SUPE	.00
Estim-Actual	3,699,947.62	MAYOR	.00
	.00	ALDERMAN	.00
		ADOPTED	1,960,000.00

PER	LAST YEAR MONTHLY AMOUNTS		
	ACTUAL	ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	10,590.00	1,960,000.00
02	.00	19,555.00	.00
03	6,490.50	-6,490.50	.00
04	.00	87,500.00	.00
05	37,850.25	-37,850.25	.00
06	6,250.00	47,295.00	.00
07	.00	868,400.00	.00
08	2,537.50	-3,326.00	.00
09	3,855.00	-3,855.00	.00
10	37,503.59	-37,503.59	.00
11	69,349.19	438,106.81	.00
12	169,575.20	357,526.15	394,903.85
13	.00	-1,739,947.62	.00
Tot:	333,411.23	.00	2,354,903.85

		PRIOR YEARS TOTAL AMOUNTS		
2020	Actual	333,411.23	2020 Orig Budget	1,960,000.00
2020	Closed @ YE	333,411.23	2020 Bud Tfr In	394,903.85
2020	Encumbrance	.00	2020 Bud Tfr Out	.00
2020	Memo Bal	333,411.23	2020 C Fwd Budget	.00
2019	Actual	.00	2020 Revsd Budget	2,354,903.85
2018	Actual	.00		
2017	Actual	.00	2019 Orig Budget	.00
2016	Actual	.00	2019 Revsd Budget	.00
2015	Actual	.00	2018 Orig Budget	.00
2014	Actual	.00	2018 Revsd Budget	.00
2013	Actual	.00		
2012	Actual	.00	2020	0.00
2011	Actual	.00	2019	0.00
			2018	0.00

		FUTURE YEAR AMOUNTS		
PER	2022 BUDGET		BUDGET	
00	.00	2022 DEPARTMENT	.00	.00
01	.00	2022 FINAN/SUPE	.00	.00
02	.00	2022 MAYOR	.00	.00
03	.00	2022 ALDERMAN	.00	.00
04	.00	2022 ADOPTED	.00	.00
05	.00	2022 Revised	.00	.00
06	.00	2023 Estimate	.00	.00
07	.00	2024 Estimate	.00	.00
08	.00	2025 Estimate	.00	.00
09	.00	2026 Estimate	.00	.00
10	.00			
11	.00	2022 Memo Bal	.00	
12	.00	2022 Encumbrance	.00	
13	.00	2022 Requisition	.00	
Tot:	.00			

----- ACCOUNT NOTES -----

Infrastructure & Asset Management Department
 Consulting Services FY20 Budget Analysis, and FY21 Projection

FY2021 Budget Request				
Sewer Enterprise - Capital Outlay - Engineering/Architect	\$1,960,000.00			\$0.00
FY2021 Projected Budget - Identified Needs	FY21 Budget	Vendor	Encumbered	
CY2021 IDDE Investigations & Remediation Design	\$100,000			
Stormwater Outfall Sampling (NPDES-CSO & MS4 permit requirement)	\$150,000			
Preparation of various plans and reports(MS4 permit requirement)	\$50,000			
Prep of Nine Minimum Controls Update (NPDES-CSO permit requirement)	\$100,000			
Asset Management Startup Support	\$250,000	Hazen & Sawyer		
Scan notebooks, update GIS system				
Conceptual engineering for system alterations	\$300,000			
Drainage & water quality masterplan (Areas CA, M1, S1, C1)	\$800,000			
Hydraulic modeling support for site plan / GLX review	\$10,000			
Stormwater Enterprise implementation tech support	\$50,000			
Condition Assessment Program Support	\$150,000			

PLAN OF STUDY
AND
SCHEDULE

City of Somerville
Asset Management Program
DRAFT SCOPE OF WORK

The purpose of this scope is to summarize the plan of study related to the development of an asset management program for the City of Somerville. The Engineer, Hazen, will provide professional services to the City to execute a two-phased approach that begins with an asset management maturity assessment and program implementation roadmap (Tasks 2 and 3). This first phase establishes the strategy for the City's asset management program, including the organization structure, roles and responsibilities, standards, data and information management, policies, processes, and resources. The second phase is more tactical and focuses on development of the specific program elements as defined by the implementation roadmap (Tasks 4 through 9).

Task 1 Project Management and QA/QC

1.1 Project Management

This subtask includes time required for general project coordination and management, maintenance of project records and documentation, control of budget and schedule, including preparation and submission of work schedules, invoices and monthly progress reports. Monthly progress reports will outline budget, project and schedule status through all phases of the project.

1.2 Quality Assurance / Quality Control (QA/QC)

Hazen's on-going QA/QC plan will be updated to address new milestones, as appropriate, and personnel assigned to the project. Hazen's Project Manager will be responsible for developing, tracking and implementing this plan. These QA/QC procedures shall be employed in order to maintain deliverable quality during all phases of the project. These procedures will address the use of quality control reviews, engineering and calculations checking, and other measures necessary to maintain a consistent, complete, high quality and compatible product. A QA/QC review will be conducted on every submittal prior to delivery to the City. Members of in-house staff not associated with the Project will be selected to perform these reviews.

Hazen's Deliverables: One copy of each monthly invoice and progress report.

Task 2 Asset Management Maturity Assessment

This task includes a series of structured interviews and workshops to assess the City's current approach to asset management. Hazen will facilitate a kickoff meeting to commence the task, provide an overview of the selected framework (ISO 55001 or IAM Conceptual Model), plan interviews and workshops, and collect information and documentation such as business processes, strategies, and plans. The City will collect information in response to Hazen's document request prior to the kickoff meeting and work with Hazen to identify any missing information. Hazen will assess the documentation provided against the framework requirements and industry good practice, to identify specific gaps and areas for improvement.

Hazen will conduct a series of structured interviews with a cross-section of City staff, including Department Heads, Operations Managers, O&M Crews, Engineers, and GIS and IT staff. Hazen will deploy interview teams consisting of two interviewers and plan to conduct between 10 and 20 interviews. Preference will be given to individual or small group interviews, but larger group interviews can be arranged if there are time limitations. Each interview will last approximately 60 minutes using a

City of Somerville
Asset Management Program
DRAFT SCOPE OF WORK

structured questionnaire, specific to that person’s/group’s functional role. The City’s PM will review the structured questionnaire prior to the interviews to confirm the relevance and specificity of questions for each interviewee. Interviews shall be conducted remotely unless otherwise requested by the City.

Using the results of the document review and interviews, Hazen will undertake a maturity assessment against the elements of the framework. Each element will be scored on a scale of 0 to 4, with a target score of 3 being “competent”, following “good practice” and in compliance with the framework requirement.



Figure 1: Asset Management Maturity Scoring

Hazen will develop a Draft Maturity Assessment Report, which will summarize the findings and identify the specific gaps and improvement opportunities.

The initial results will be presented at a Results Workshop, which will allow City staff to validate and confirm the findings. Potential gap closure improvement initiatives would also be identified and discussed, prior to further development as part of the Program Implementation Roadmap.

Hazen’s Deliverables: Kickoff Meeting minutes, Staff Interview minutes, Results Workshop minutes, Maturity Assessment Draft / Final Reports

Task 3 Program Implementation Roadmap

Following the identification of initial improvement initiatives, further initiative development will occur to include the high-level scope of each initiative, duration, high-level assessment of resource requirements, and suggested initiative leadership. Hazen will facilitate an Implementation Roadmap Workshop with City staff to review and prioritize the initiatives, including development of a schedule and associated action plan.

Hazen’s Deliverables: Roadmap Workshop minutes, Draft / Final Program Implementation Roadmap

Task 4 Asset Inventory and Analysis

The City will provide Hazen with all relevant data sets that can establish an existing database of assets (e.g., cleaning program records; inspection/service reports; work order history; etc). Using this

City of Somerville
Asset Management Program
DRAFT SCOPE OF WORK

information, Hazen will develop the asset inventory list including available attribute information, and will perform data review and discovery to identify any gaps in the existing data with respect to three primary elements:

- What data is the City collecting?
- How complete is the data set?
- Is the city collecting the necessary data to achieve its asset management goals?

Hazen's Deliverables: Data Gap Analysis Memorandum

Task 5 Level of Service Definition

Hazen will conduct a Levels of Service (LoS) workshop to align the City's organizational strategy with the asset management program. Current business drivers will be discussed, including external pressures from the public and stakeholders, growth projections, aging infrastructure and financial considerations.

The City will share relevant strategy and planning documents that previously outlined the City's long term goals and implementation priorities including the City's Annual Budget, the Water and Sewer Rate Studies, Somerville Climate Forward, and Somervision 2040.

Based on the above, Hazen will facilitate the refinement and/or creation of several LoS measures, along with associated targets that can be tracked over time to prioritize maintenance and capital expenditures. Hazen will review common service level measures across core utility functions including collection/distribution, customer service, regulatory compliance, and other key areas. A baseline LoS will be developed, reflecting current performance.

Hazen's Deliverables: LoS Workshop minutes, Levels of Service Profile

Task 6 Prioritization / Risk Assessment

Hazen will develop a risk protocol for all assets using a comprehensive condition assessment and criticality approach. Condition assessment protocol will utilize NASSCO PACP and MACP ratings for conveyance systems and standardized inspection forms to be reviewed and refined as part of this subtask. Where inspection data does not exist, Hazen will provide a desktop evaluation of the sewer collection system and water distribution system based on available asset attribute information and documentation of completed work for coordination and cohesion. The criticality evaluation will be a desktop evaluation based on numerous factors including physical location, size, proximity to certain facilities (i.e., hospitals or schools), and other features as determined through an Asset Risk Workshop.

Hazen will work with the City to develop and finalize an overall risk score, which will be a combination of the asset condition (Likelihood of Failure, LoF) and the criticality (Consequence of Failure, CoF).

As part of the Asset Risk Workshop, Hazen will work with the City to determine methodologies to calculate valuation information and to verify remaining useful life (RUL) estimates. Development of new data within Task 6 is limited to conveyance assets; no new data will be developed for the City's vertical assets as part of this scope.

City of Somerville
Asset Management Program
DRAFT SCOPE OF WORK

The City recently completed a Water Distribution Improvement Study which outlined LoF and CoF criteria for the water system. During the Asset Risk Workshop, the City will share this information with Hazen and build on this experience to develop risk scores and valuation methodologies for the entire asset inventory.

Hazen's Deliverables: Asset Risk Workshop minutes, Risk attribute data, Valuation data, RUL data

Task 7 Capital Improvement Plan Development and Funding Strategy

Hazen will utilize the asset attribute data developed / refined in the previous subtask to formulate a risk-based CIP planning tool. The CIP planning tool will be used to analyze annual funding requirements and develop strategies to address funding gaps. The City will provide information on existing funding processes to assist with the funding analysis.

Hazen's Deliverables: CIP Planning Tool, Funding Analysis Memorandum

Task 8 Implementation and Communications Planning

Following the funding analysis, Hazen will facilitate a final workshop with key City staff to confirm funding strategies, develop communication plan and information dissemination protocols, and revisit the program implementation roadmap to ensure the highest priority initiatives are targeted first. The Communication Plan is a 1-2 page document that outlines the types of information/strategies that are envisioned for the purpose of obtaining support from internal and external "stakeholders" (e.g., city agencies, members of the community).

Hazen's Deliverables: Communication Plan, Final Workshop minutes

Task 9 Data Visualization

Hazen will develop a data visualization tool (e.g., MS Power BI) that will allow for dashboard-level viewing of information related to key asset management program performance indicators and levels of service. This tool will be developed throughout the life of the project, and evolve as each task is completed. The City will have opportunities to comment and shape its development during the project.

Hazen's Deliverables: Dashboard/visualization tool

**Tentative Schedule
CITY OF SOMERVILLE, MA
ASSET MANAGEMENT PROGRAM**

Task	Description	Start	End
1.0	Project Management, QA/QC	2/1/2021	1/31/2022
2.0	Asset Management Maturity Assessment	2/1/2021	5/31/2021
3.0	Project Implementation Roadmap	6/1/2021	6/15/2021
4.0	Asset Inventory and Analysis	6/16/2021	7/31/2021
5.0	Level of Service Definition	8/1/2021	8/31/2021
6.0	Prioritization/Risk Assessment	9/1/2021	10/31/2021
7.0	Capital Improvement Plan and Funding Strategy	11/1/2021	12/31/2021
8.0	Implementation and Communications Planning	1/1/2022	1/31/2022
9.0	Data Visualization	8/1/2021	1/31/2022

**PROFESSIONAL
SERVICES
AGREEMENTS**

SUMMARY OF LABOR AND COSTS
CITY OF SOMERVILLE, MA
ASSET MANAGEMENT PROGRAM

City of Somerville In-Kind Services

Hazen Professional Fees

Task	Description	City of Somerville In-Kind Services																			Hazen Professional Fees							TOTAL PROJECT COST (Hazen + IKS)					
		Director IAM	Director Engineering	Assistant Director Engineering	Director W&S	Director F&A IAM	Director F&A W&S	Director Operations DPW	Project Manager	Preventative Maintenance Manager	Sewer Field Operations Manager	Water Primary Operator	Water and Sewer Engineer	Sewer Field Crew	Water Field Crew	Trench Inspector	GIS Coordinator	Somerstat Senior Analyst	Stormwater Program Coordinator	Total City Hours	Total City IKS (\$)	Project Director	Project Manager	Sr. Associate	Principal Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS		TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLAR	OTHER DIRECT COSTS	FIXED FEE	Hazen TOTAL
Rates		\$ 63.75	\$ 58.85	\$ 44.13	\$ 57.23	\$ 44.13	\$ 45.90	\$ 53.94	\$ 41.68	\$ 41.68	\$ 39.23	\$ 48.60	\$ 36.78	\$ 25.50	\$ 25.50	\$ 33.67	\$ 42.46	\$ 40.02	\$ 44.13									OH Rate: 178.9%	Profit: 10.0%				
1.0	Project Management, QA/QC	10							52											62	\$2,805	40	96	24		160	\$11,760	\$21,039	\$32,799	\$300	\$3,280	\$36,379	\$39,183
2.0	Asset Management Maturity Assessment	5	5	4	5	4	2	2	30	5	2	2	2	1	1	1	2	2	2	73	\$3,329	8	8	280	40	336	\$19,680	\$35,208	\$54,888		\$5,489	\$60,376	\$63,706
3.0	Project Implementation Roadmap	2	2	2	2	1	1	1	6	2							2	1		19	\$925	4	8	40	40	92	\$4,920	\$8,802	\$13,722	\$1,372	\$15,094	\$16,019	
4.0	Asset Inventory and Analysis	2	2	2	2				10	2	5	5	10				15		2	55	\$2,392		4	24	40	68	\$3,320	\$5,939	\$9,259	\$926	\$10,185	\$12,577	
5.0	Level of Service Definition	2	2		2				8		2	1	1						2	18	\$857		8	24	16	48	\$2,640	\$4,723	\$7,363	\$736	\$8,099	\$8,956	
6.0	Prioritization/Risk Assessment	3	2		2				8		2	1	1						2	19	\$921	2	10	40	80	132	\$6,480	\$11,593	\$18,073	\$1,807	\$19,880	\$20,801	
7.0	Capital Improvement Plan and Funding Strategy	3	2		2	3	3		8										2	21	\$1,027		8	40	40	88	\$4,560	\$8,158	\$12,718	\$1,272	\$13,990	\$15,017	
8.0	Implementation and Communications Planning	2	2						8											12	\$579	2	8	10	10	30	\$1,740	\$3,113	\$4,853	\$485	\$5,338	\$5,917	
9.0	Data Visualization	2	2	2	2	1	1		12	2	2	2	2	2	2	4	1	2		40	\$1,710		80	80	160	\$10,400	\$18,606	\$29,006	\$2,901	\$31,906	\$33,616		
Project Totals		31	19	10	17	9	7	3	142	11	13	11	16	3	3	3	21	5	13	319	\$14,544	56	230	562	266	1114	\$65,500	\$117,180	\$182,680	\$300	\$18,268	\$201,247	\$215,791

Notes for Hazen's Breakdown:
1. Overhead Rate: 178.9%
2. Profit: 10%
3. ODCs:
a. Local Travel (\$300)
4. 12-month duration assumed

MONTHLY CASH FLOW
 CITY OF SOMERVILLE, MA
 ASSET MANAGEMENT PROGRAM

Task	Description	Total City IKS	TOTAL Hazen	Project Total	Start	End	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	
Rates																			
1.0	Project Management, QA/QC	\$2,805	\$36,379	\$39,183	2/1/2021	1/31/2022	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275	\$3,275
2.0	Asset Management Maturity Assessment	\$3,329	\$60,376	\$63,706	2/1/2021	5/31/2021	\$16,285	\$16,285	\$16,285	\$16,285									
3.0	Project Implementation Roadmap	\$925	\$15,094	\$16,019	6/1/2021	6/15/2021					\$16,019								
4.0	Asset Inventory and Analysis	\$2,392	\$10,185	\$12,577	6/16/2021	7/31/2021					\$4,075	\$8,502							
5.0	Level of Service Definition	\$857	\$8,099	\$8,956	8/1/2021	8/31/2021							\$8,956						
6.0	Prioritization/Risk Assessment	\$921	\$19,880	\$20,801	9/1/2021	10/31/2021								\$10,546	\$10,546				
7.0	Capital Improvement Plan and Funding Strategy	\$1,027	\$13,990	\$15,017	11/1/2021	12/31/2021										\$7,613	\$7,613		
8.0	Implementation and Communications Planning	\$579	\$5,338	\$5,917	1/1/2022	1/31/2022													\$5,917
9.0	Data Visualization	\$1,710	\$31,906	\$33,616	8/1/2021	1/31/2022							\$5,588	\$5,588	\$5,588	\$5,588	\$5,588	\$5,588	\$5,588
Project Totals		\$14,544	\$201,247	\$215,791			\$19,560	\$19,560	\$19,560	\$19,560	\$23,369	\$11,777	\$17,819	\$19,408	\$19,408	\$16,476	\$16,476	\$16,476	\$14,779

Michael Richards

From: Shannon Phillips
Sent: Thursday, October 8, 2020 12:43 PM
To: Michael Richards; Angela M. Allen
Cc: Francis Wright
Subject: RE: Legal Review Request - Asset Mgmt. Grant Application
Attachments: FW: Legal Review Request - Asset Mgmt. Grant Application

Michael:

After review, I have no objections/ concerns regarding Exhibit B (additional terms) requested to be included by the granting authority.

Thank you.

Shannon T. Phillips, Esq.
Assistant City Solicitor
City of Somerville
93 Highland Avenue
Somerville, MA 02143
[617-625-6600, ext.4403](tel:617-625-6600)

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From: Michael Richards <mrichards@somervillema.gov>
Sent: Thursday, October 8, 2020 12:37 PM
To: Shannon Phillips <sPhillips@somervillema.gov>
Subject: RE: Legal Review Request - Asset Mgmt. Grant Application

Hi Shannon,

Have you had a chance to review the supplemental terms required by the grant application? We've spoken with our consultant, Hazen & Sawyer, and confirmed they will accept the terms when added to their contract. Just want to see if there are any concerns from the City's side.

Thank you,

Michael Richards, MCPPO
Director of Finance & Administration
Department of Infrastructure and Asset Management
City of Somerville | www.somervillema.gov/
1 Franey Road | Somerville, MA 02143
617-625-6600 x5409

Haleemah Qureshi

From: Wilson, Charles <CWilson@hazenandsawyer.com>
Sent: Wednesday, October 7, 2020 11:06 AM
To: Haleemah Qureshi
Cc: Jonathan Smith
Subject: RE: Asset Management Planning Grant Follow Up

Hi Haleemah, last email from me, confirming for you that we have no issues with the model subagreement clauses in the appendix of the grant.

Thanks,
Chuck

Charles Wilson, PE

Senior Associate | Hazen and Sawyer
24 Federal Street, 5th Floor, Boston, MA 02110
857 305-4075 (direct) | 774 535-3148 (cell)
cwilson@hazenandsawyer.com | hazenandsawyer.com

Appendix B

Model Sub – Agreement Provisions

Professional Services Agreements - Required Provisions

All contracts between SRF beneficiaries and professional services consultants shall contain the following provisions.

- (1) The owner and the contractor agree that the following provisions apply to the eligible work to be performed under this agreement and that such provisions supersede any conflicting provisions of this agreement.
- (2) The work under this agreement is funded in part by the water pollution abatement fund. Neither the Commonwealth of Massachusetts nor the Massachusetts Department of Environmental Protection (MassDEP) nor the Clean Water Trust (the Trust) is a party to this agreement. As used in these clauses, the words "the date of execution of this agreement" means the date of execution of this agreement and any subsequent modification of the terms, compensation or scope of services pertinent to unperformed work.
- (3) The owner's rights and remedies provided in these clauses are in addition to any other rights and remedies provided by law or this agreement.
- (4) The contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the contractor under this agreement. The contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.
- (5) The contractor shall perform such professional services as may be necessary to accomplish the work required to be performed under this agreement, in accordance with this agreement and applicable MassDEP requirements in effect on the date of execution of this agreement.
- (6) The owner's or MassDEP's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor MassDEP's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.
- (7) The contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or MassDEP caused by the contractor's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the owner, owner-furnished data or any third party not controlled by the contractor. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control. Where innovative processes or techniques are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.
- (8) The services to be performed by the contractor shall include all services required to complete the scope of work as defined and set out in the professional services agreement to which these provisions are attached in accordance with applicable regulations.
- (9) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the contractor of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.

- (10) No services for which an additional compensation will be charged by the contractor shall be furnished without the written authorization of the owner.
- (11) In the event that there is a modification of MassDEP's requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.
- (12) Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- (13) The owner may terminate this agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new phase) and the contractor is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- (14) If the owner terminates for default, an equitable adjustment in the price provided for in this agreement shall be made, but (1) no amount shall be allowed for anticipated profit on services not performed or other work, and (2) any payment due to the contractor at the time of termination may be adjusted to the extent of any additional costs the owner incurs because of the contractor's default.

If the contractor terminates for default or if the owner terminates for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the contractor for services rendered and expenses incurred before the termination, in addition to termination settlement costs the contractor reasonably incurs relating to commitments which had become firm before the termination.

- (15) Upon receipt of a termination action under paragraphs (13) or (14), the contractor shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the owner all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as the contractor may have accumulated in performing this agreement, whether completed or in process.
- (16) Upon termination under paragraph (13) or (14), the owner may take over the work and prosecute the same to completion by agreement with another party or otherwise. Any work the owner takes over for completion will be completed at the owner's risk, and the owner will hold harmless the contractor from all claims and damages arising out of improper use of the contractor's work.
- (17) If, after termination for failure of the contractor to fulfill contractual obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the owner. In such event, adjustment of the price provided for in this agreement shall be made as paragraph (14) provides.
- (18) Except as this agreement otherwise provides, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach of it will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction pursuant to the laws of Massachusetts.
- (19) The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance on eligible work under this agreement in accordance with generally accepted accounting principles and practices consistently applied. The contractor shall also maintain the financial information

and data used by the contractor in the preparation or support of the cost submission and a copy of the cost summary submitted to the owner. The Governor, the Secretary of Administration and Finance, MassDEP and State Auditor's Office or any of their duly authorized representatives, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying. The contractor will provide proper facilities for such access and inspection.

- (20) The contractor agrees to include paragraphs (19) - (23) in all his contracts and all subcontracts directly related to project performance that are in excess of \$25,000.
- (21) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).
- (22) The contractor agrees to the disclosure of all information and reports resulting from access to records under paragraphs (19) or (20), to any of the agencies referred to in paragraph (19), provided that the contractor is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the contractor.
- (23) The contractor shall maintain and make available records under paragraph (19) and (20) during performance on eligible work under this agreement and until 7 years from the date of final payment for the project. In addition, those records which relate to any "Dispute", appeal under an assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception if such date is later than seven years from the date of final payment.
- (24) (This clause is applicable if the amount of this agreement exceeds \$100,000). If the owner or MassDEP determine that any price, including fee, negotiated in connection with this agreement or any cost reimbursable under this agreement was increased by any sums because the contractor or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data, then such price, cost, or fee shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.
- (25) Any subcontractors and outside associates or consultants required by the contractor in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes in writing during the performance of this agreement. The owner must give prior approval for any substitutions in or additions to such subcontractors, associates, or consultants.
- (26) In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability, shall not discriminate in the selection or retention of subcontractors, and shall not discriminate in the procurement of materials and rentals of equipment.
- (27) The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- (28) If it is found, after notice and hearing, by the owner that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in form of entertainment, gifts, or otherwise), to any official, employee or agent of the owner, or of the state, in an attempt to secure a contract or favorable treatment in

awarding, amending, or making any determination related to the performance of this agreement, the owner may, by written notice to the contractor, terminate the right of the contractor to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.

- (29) In the event this agreement is terminated as provided in paragraph (28), the owner shall be entitled: (1) To pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and (2) as penalty, in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the owner) which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.
- (30) MassDEP has the right to use, duplicate, and disclose, in whole or in part, in any manner for any purpose whatsoever, any plans, drawings, designs, specifications, computer programs (which are substantially paid for with Trust funds), technical reports, operating manuals, and other work submitted with an application or which are specified to be delivered under this agreement or which are developed or produced and paid for under this agreement. The owner and the MassDEP reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so. The contractor shall include appropriate provisions to achieve the purpose of this condition in all subcontracts expected to produce copyrightable subject data.
- (31) All such subject data furnished by the contractor pursuant to this agreement are instruments of his services in respect of the project. It is understood that the contractor does not represent such subject data to be suitable for reuse on any other project or for any other purpose. If the owner reuses the subject data without the contractor's specific written verification or adaptation, such reuse will be at the sole risk of the owner, without liability to the contractor. Any such verification or adaptation will entitle the contractor to further compensation at rates agreed upon by the owner and the contractor.

STATEMENT OF TAX COMPLIANCE

Under the laws of the Commonwealth of Massachusetts, Chapter 233; Section 35, Acts of 1983, the LGU Consultant Engineer is required to complete the following:

I, Francis J. Ayotte, as Associate Vice President of

(Title)

Hazen and Sawyer, DPC, whose principal place of business is located at

(Business)

498 Seventh Ave, New York, NY 10018, do hereby certify that the above-named

Design Professional Corporation has complied with all laws of the

Commonwealth of Massachusetts relating to taxes, in accordance with the provisions of Massachusetts General Laws, Chapter 62C, 49A, as amended.

Signed under the penalties of perjury this 5th day of October, 2020.

DATED: 10/5/20



(Authorized Signature)



**Agreement for On-Call Engineering Services Between the City of Somerville
and the Design Professional**

AUDITING COPY

CONTRACT NAME: On-Call Engineering Services for Various Public Works Projects

This Contract, numbered 200163, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City") and the Vendor, defined as follows, ("Vendor" or "Design Professional"):


Design Professional Name:	Hazen and Sawyer		
Design Professional Address:	24 Federal Street, 5th Floor, Boston, MA 02110		
Design Professional Contact Name, Email, & Tel./Fax #:	Frank Ayotte, PE	fayotte@hazenandsawyer.com	
	617-574-4799		
Design Professional's Principal Discipline:	1. Water/Wastewater/Stormwater Systems Design 3. Asset Management		
Contract Amount:	\$	3,000,000.00	Not to Exceed Amount
Purchase Order #:	20204242		
Contract Term:	10/15/2019	through	10/14/2022
Term:	The term of this Contract shall commence on 10/15/2019 and shall end on 10/14/2022 ("Term").		
	This agreement between the City of Somerville and the Design Professional is for services described in the Request for Qualifications ("RFQ") attached in Appendix C and also described in Scope of Services for particular Projects for which the Design Professional may be retained from time to time as stated in the form provided as Appendix A .		
Procurement Type:	Request for Qualifications (RFQ #20-05)		
Contracting Department:	IAM - Engineering	Project Manager:	Jessica Fosbrook
Vendor Certifications:	<p>Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's On-Call Engineering Contract General Conditions, and Supplemental Conditions if they apply, as set forth within the attached hereto, made part hereof.</p> <p align="center"><input checked="" type="checkbox"/> Supplemental Conditions apply if checked</p> <p>Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.</p> <p>TIN: The Vendor certifies that its accurate federal tax identification number as reported to the IRS is:</p> <p align="center">13-2904652</p> <p>This Contract has been duly executed and delivered on behalf of the Vendor by its:</p> <p>Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee,</p> <p>other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.</p>		

Appendix C: Forms (Check if Applicable; If Unchecked, Not Applicable)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Certificate of Authority | <input checked="" type="checkbox"/> List of Key Personnel |
| <input checked="" type="checkbox"/> Evidence of Insurance | <input checked="" type="checkbox"/> Statement of Management |
| <input checked="" type="checkbox"/> Somerville Living Wage | <input type="checkbox"/> Campaign Contribution Disclosure Form |
| <input checked="" type="checkbox"/> Certificate of Good Standing | <input checked="" type="checkbox"/> Vulnerable Road User Ordinance Form |
| <input checked="" type="checkbox"/> Bid Package Documents | <input type="checkbox"/> Mass. Professional Registration Numbers |

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument on
 this, the 15th day of October, 2019



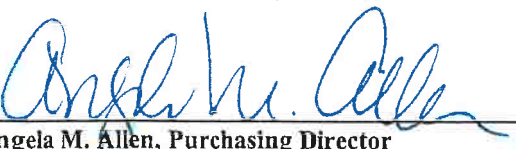


VENDOR

X  PE Vendor Signature (Duly Authorized):	Date Signed: 11/6/19
	Print Title: Associate Vice President
	Print Name: Frank Ayotte, PE

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 3,000,000.00 and that an unencumbered balance of \$ 100.00 is available for the current fiscal year of this contract. I further certify that a sum of \$ 100.00 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

X  Edward Bean, City Auditor Colleen Tan Deputy	X  Joseph A. Curtatone, Mayor
X  Angela M. Allen, Purchasing Director	X  Approved as to form: APB Francis X. Wright, Jr., City Solicitor Dew Shapiro
X  Richard E. Raiche, PE, PMP, Director of IAM	

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ON-CALL ENGINEERING CONTRACT GENERAL CONDITIONS

The City and the Design Professional Further Agree to the Following:

ARTICLE 1 DEFINITIONS

1.1. In General.

1.1.1. Well-known meanings. When words or phrases which have a well-known technical or construction industry or trade meaning are used herein, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

1.1.2. Capitalization. The words and terms defined in this Article are capitalized in this Agreement. Other capitalized words may refer to a specific document found in the Contract Documents or may be defined in the General Terms and Conditions of the Contract.

1.1.3. Persons. Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint venturers.

1.1.4. Singular and Plural. The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

1.2. Definitions.

1.2.1. Agreement - The Agreement is the written document between the **City** and the **Design Professional** which is titled: Agreement for On-Call Engineering Services between the City of Somerville and the **Design Professional**, which is the executed portion of the Contract, and which forms a part of the Contract. The Agreement also includes all documents required to be attached thereto, including, but not limited to, certificates of insurance and all modifications of the Agreement.

1.2.1.1. Authorized Official – The **City's** Director of the Capital Projects and Planning Department. The **City's** Engineering Department falls under the Director of Capital Projects and Planning.

1.2.1.2. CPPD – Capital Projects and Planning Department.

1.2.2. Change Order - A Change Order is a document which is signed by the Contractor and the **City** which is directed to the Contractor and which authorizes the Contractor to make an addition to, a deletion from, or a revision in the Work, or an adjustment in the sum or in the time of the Contract issued on or after the date of the Contract.

1.2.3. Construction Cost - The Construction Cost is the total cost or estimated cost to the **City** of all elements of the Project designed or specified by the **Design Professional**. The Construction Cost shall include the cost of labor at current prevailing wage rates established by the Commonwealth and furnished by the **City** (or, if applicable, current Davis Bacon wage rates established by the federal government and furnished by the **City**), materials and equipment designed, specified, selected, or specially provided for by the **Design Professional**, plus a reasonable allowance for overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Cost does not include the compensation of the **Design Professional** and the **Design Professional's** consultants, the costs of the land, rights-of-way, financing, or other costs which are the responsibility of the **City** as provided herein.

1.2.4. Construction Documents - The Construction Documents consist of Plans and Specifications setting forth in detail the requirements for the construction of the Project.

1.2.5. Contract Documents - The Contract Documents consist of the Agreement between the City and the Contractor; the notice of award of the Contract; the Notice to Proceed; the entire Specifications Package; Change Orders; Work Change Directives; the Contractor's Bid and all accompanying documents; these On-Call Engineering Contract General Conditions; and the **Design Professional's** written interpretations and clarifications issued on or after the issuance of the Notice to Proceed.

1.2.6. Contract - The Contract consists of all the Contract Documents.

1.2.7. Contractor - The Contractor is the person who is awarded the construction contract for the Project pursuant to M.G.L. c. 149, §§44A-H, inclusive, or M.G.L. c. 30, §39M, and is identified in the Agreement as such. The term "Contractor" is intended to include the Contractor as well as its authorized representative(s).

1.2.8. General Terms And Conditions Of The Contract - General Terms and Conditions of the Contract refers to the General Terms and Conditions of the Contract between the City and the Contractor.

1.2.9. Product Data - Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

1.2.10. Project - The Project is the total construction of which the Work to be provided under the Contract Documents may be the whole or a part of the Project as indicated elsewhere in the Contract Documents and may include construction by the City or by separate contractors. The Project is the Work described in the invitation to bid and Specifications, and illustrated by the Plans. As used herein, the word "Project" may also sometimes refer to other services of a Design Professional which do not relate to a construction project. Furthermore, this contract contemplates that the Design Professional will render services for one or more Projects that are unrelated to each other. The Design Professional's services for a given Project will be described in a written notice by the Authorized Official to the Design Professional, in the form set forth in APPENDIX A ("Appendix A"), also referred to as a Task Order. Each such notice issued pursuant to this section is made part hereof and shall constitute an integral part of the Contract Documents. The **Design Professional** shall return two (2) executed copies of each such notice to **City** within specified timeframe from issuance by the Authorized Official.

1.2.11. Proposed Change Order - A Proposed Change Order is a Change Order that has not been approved by the City.

1.2.12. Reimbursable Expenses - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the **Design Professional** in the interest of the Project, as identified by the following: long distance calls and faxes; fees paid for securing approval of authorities having jurisdiction over the Project; reasonable expense of reproduction necessary for the rendition of services hereunder, which expense shall not include the expense of producing the sets of documents referred to in the Schematic Design Phase, the Design Development Phase, and the Construction Document Phase herein, as these expenses are covered in the **Design Professional's** compensation for Basic Services; expense of postage and such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the **City**. Payment for photocopying letter or legal size documents shall not exceed 10¢ per page. Payment for all other documents shall be at cost. Sales tax is not a reimbursable expense. Mileage shall not be considered a reimbursable expense during any projects. The **City's** tax-exempt number is E04-600-1414.

1.2.13. Samples - Samples are physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.2.14. Shop Drawings - Shop Drawings are all drawings, diagrams, illustrations, schedules, and other information, which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.2.15. Statement of Probable Construction Costs - The Statement of Probable Construction Costs is a preliminary, detailed estimate of Construction Cost based on current area, volume, or other unit costs. Such estimate shall indicate the cost of each category of work involved in constructing the Project (including, but not limited to, filed sub-trades – if applicable) and shall establish the period of time for each category from the commencement to the completion of the construction of the Project. The detailed estimate shall include quantities of all materials and unit prices of labor and material, as well as a cost estimate containing individual line items for each item of work.

1.2.16. Substantial Completion - Substantial Completion means that the Work has been completed and opened to public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The **Design Professional** shall decide what constitutes "minor," "incomplete," "unsatisfactory," and "materially" and the **Design Professional's** decision shall be final.

1.2.17. Task Order - A Task Order is a specific and clear scope of services to be completed under this "on-call engineering contract." The Task Order shall contain (at a minimum), the scope of services, the fee associated with the work and anticipated deliverable dates. Task Orders will contain all relevant information outlined in Appendix A.

1.2.18. Work Change Directive - A Work Change Directive is a written directive to the Contractor issued on or after the date of the contract between the City and the Contractor and signed by the City and recommended by the Design Professional ordering an addition to, a deletion from, or a revision in the Work.

1.2.19. Work - The Work means the construction and services required by the Construction Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2

THE DESIGN PROFESSIONAL'S RESPONSIBILITIES

2.1. STANDARD OF PERFORMANCE. The Design Professional shall perform the services under this Agreement with the skill, care, and diligence in accordance with the high level of professional standards prevailing in the greater Boston area for the type of construction required herein. All of the Design Professional's services under this Agreement shall be performed as expeditiously as is consistent with such standards. The Design Professional shall be responsible in accordance with those standards for the adequacy, safety, and overall integrity of the Project's design, including, but not limited to, the Design architectural or landscape architectural (or both if applicable), structural, mechanical, and electrical design of the Project.

2.2. SCHEDULE OF PERFORMANCE.

The approved schedule for the performance of the Design Professional's services for a particular Project shall be set forth in the form provided in APPENDIX A. Time is of the essence and time periods established by APPENDIX A for a particular Project and consistent with the standard of care shall not be exceeded by the Design Professional except for delays due to causes outside the Design Professional's control (which term shall not include staffing problems, insufficient financial resources, consultant's default, or negligent errors or omissions on the part of either the Design Professional or any of its consultants).

2.3. TIMELINESS OF INTERPRETATIONS, CLARIFICATIONS, AND DECISIONS. With regard to all phases of this Agreement, the Design Professional shall render interpretations, clarifications, and decisions in a timely manner pertaining to documents submitted by the City or the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Design Professional's services.

2.4. RELATIONSHIP WITH THE CITY. For the purposes of this Agreement, the Design Professional shall be a representative of the City and shall advise and consult with the City until the termination of the Contractor's warranty and correction period.

ARTICLE 3

SCOPE OF THE DESIGN PROFESSIONAL'S BASIC SERVICES

(Unless otherwise documented in attached "Task Order")

3.1. IN GENERAL.

3.1.1. The Design Professional's Basic Services shall consist of:

3.1.1.1. those services identified below within the different phases;

3.1.1.2. any other professional services which are reasonably necessary as determined by the City for the design and administration of construction of the Project, including, without limitation, the following:

3.1.1.2.1. for public building projects, all surveys (unless provided by the City), geotechnical services, testing services, and related information and reports reasonably required by the Project, geotechnical and civil engineers; landscape architect; independent cost estimator; fire protection, life safety, lighting, interior design, asbestos removal, and movable equipment consultants; and normal structural, mechanical, electrical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments);

3.1.1.2.2. for park/playground projects, all surveys (unless provided by the City), lighting consultants, independent cost estimators (if specified in the RFP) and normal structural, mechanical, electrical, and any other engineering services necessary to

produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments);

3.1.1.2.3 for roadway, bridge, and other public works projects other than park/playground projects, all surveys (unless provided by the City), geotechnical services, testing services, and related information and reports reasonably required by the Project, geotechnical and civil engineers; independent cost estimators; fire protection, life safety, and lighting consultants; and normal structural, mechanical, electrical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments).

3.1.1.3. attending and providing testimony at any formal or informal hearings related to the Project, including, but not limited to, bid protest hearings and Board of Aldermen meetings, if deemed necessary by the City. If the **Design Professional** is called as a witness in a court of competent jurisdiction in a matter in which the **Design Professional** is a named party, the **Design Professional** will not be additionally compensated. If the **Design Professional** is called by the City as a witness in a matter in a court of competent jurisdiction in which the **Design Professional** is not a named party, the **Design Professional** will be compensated according to APPENDIX B attached hereto;

3.1.1.4. preparing for and appearing on the City's behalf at all administrative or regulatory hearings, presentations, or conferences with respect to any zoning, building code, urban renewal, or other matters in connection with the Project, including, without limitation, any hearings, presentations, or conferences with any City, State, or Federal agencies or officials and any neighborhood groups. The **Design Professional's** obligations under this paragraph shall include preparing plans and other materials reasonably required in connection with any such hearings, presentations, and conferences;

3.1.1.5. assisting the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The **Design Professional** shall prepare the Plans and Specifications required in order to obtain approval of, and in accordance with, all requirements of all governmental agencies having jurisdiction over the Project. Any Plans and Specifications furnished by the **Design Professional** which are discovered to be defective during any Phase will be promptly corrected by the **Design Professional** at no cost to the City, and the **Design Professional** will promptly reimburse the City for all damages, if any, resulting from the use of such defective Plans and Specifications. The City's approval, acceptance, use of or payment for all or any part of the **Design Professional's** services shall in no way alter the **Design Professional's** obligations or the City's rights hereunder; and

3.1.1.6. all design and redesign services required within or between the Design Development Phase and the Construction Documents Phase to keep the Construction Cost of the Project within the fixed limit of Construction Cost.

3.1.2. As part of the Basic Services, the **Design Professional** shall prepare record drawings in accordance with the following:

3.1.2.1. Record Keeping.

As the Construction Phase progresses, the **Design Professional** shall work with the Contractor to maintain appropriate number of of in-progress record drawings (blue-line or blackline) at the Site (for example: one set each for site, mechanical, electrical, plumbing, and structural disciplines, as needed). All deviations from the Construction Documents and the exact locations of the Work as installed and constructed shall be neatly and accurately indicated. Work completed to date shall be colored and highlighted.

3.1.2.2. Permanent Record Drawing Preparation.

The **Design Professional** shall transfer the information contained on the in-progress record drawings to update the original contract drawings. All work shall be performed by experienced and knowledgeable draftspersons using the same standards and quality of drafting as used on the original drawings.

3.1.2.3. Review of Record Drawings at Substantial Completion.

Upon Substantial Completion of the Work or portions thereof, the **Design Professional** of record shall review and approve the above permanent record drawings.

3.1.2.4. Submission to the City.

The following shall be submitted to the City no later than the date of Substantial Completion:

- 3.1.2.4.1 A complete set of original Construction Documents on Bond Paper and also on disk in AutoCAD format.
- 3.1.2.4.2 Permanent record drawings as described above on Bond Paper with the seal of the **Design Professional** of record.
- 3.1.2.4.3 Four sets of in-progress record drawings.

3.2. SCHEMATIC DESIGN PHASE.

- 3.2.1. **Commencement.** The Schematic Design Phase begins upon the full execution of this Agreement.
- 3.2.2. **Written Program.** The **Design Professional** in consultation with the **City** and any other persons designated by the **City** shall develop a written program for the Project to ascertain the **City's** needs and to establish the requirements of the Project.
- 3.2.3. **Preliminary Evaluation.** The **Design Professional** shall provide a preliminary evaluation of the **City's** program, schedule, and construction budget requirements, each in terms of the other.
- 3.2.4. **Alternative Approaches.** The **Design Professional** shall review with the **City** alternative approaches to the design and construction of the Project.
- 3.2.5. **Schematic Design Documents.** The **Design Professional** shall prepare, for approval by the **City**, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based upon the program approved by the **City**, as well as schedule and construction budget requirements, the Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.
- 3.2.6. **Independent Cost Estimators.** As part of the Basic Services and when requested by the **City**, the **Design Professional** shall retain the services of an independent cost estimator whose responsibilities shall include without limitation all cost estimates described in this Agreement, estimates of the cost of Proposed Change Orders and assistance in establishing a Change Order budget, and review and confirmation of the Contractor's cost estimates.
- 3.2.7. **Statement of Probable Construction Costs.** The **Design Professional** shall submit to the **City** a Statement of Probable Construction Costs.
- 3.2.8. **Life-Cycle Cost Estimates.** If this Agreement includes Design Professional services necessary for the preliminary design of a new building or for the modification or replacement of an energy system in an existing building, life-cycle cost estimates for the Project shall be obtained at an initial stage and as a Basic Service. (Reference: M.G.L. c. 149, §44M).
- 3.2.8 **SUSTAINABLE DESIGN CRITERIA. (If applicable will be attached to "Task Order")**

3.3. DESIGN DEVELOPMENT PHASE.

- 3.3.1. **Commencement.** The Design Development Phase begins upon the **City's** written approval of the **Design Professional's** Schematic Design Documents.
- 3.3.2. **Preparation of Design Development Documents.** Based on the approved Schematic Design Documents and any adjustments authorized by the **City** in the program, schedule, or construction budget, the **Design Professional** shall prepare, for approval by the **City**, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to appropriate architectural, landscape architectural, structural, mechanical, and electrical systems; materials; and such other elements as may be appropriate. The Design Development Documents shall be complete and unambiguous and shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.
- 3.3.3. **Adjustment to Statement of Probable Construction Cost.** The **Design Professional** shall advise the **City** in writing of any adjustments to the Statement of Probable Construction Cost prior to the commencement of the Construction Document Phase. The approved adjustment of the Statement of Probable Construction Cost or the Statement of Probable Construction Cost, if there is no adjustment, shall constitute a fixed limit of Construction Cost as that term is used herein. Such fixed limit, once established, shall be adjusted only by written agreement of the **City** and the **Design Professional**, or as otherwise provided herein.

3.4. CONSTRUCTION DOCUMENT PHASE.

- 3.4.1. **Commencement.** The **Design Professional's** responsibility to provide Basic Services for the Construction Document Phase under this Agreement commences with the **City's** acceptance and approval of the

Design Development Documents and ends on the date the Bidding and Award Phase commences.

3.4.2. Preparation of Plans and Specifications. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the **City**, the **Design Professional** shall prepare, for approval by the **City**, Plans and Specifications setting forth in detail the requirements for the construction of the Project.

3.4.3. Preparation of Additional Bidding Information. The **Design Professional** shall assist the **City** in preparing the bidding documents when requested by the **City**.

3.4.4. City-Generated Forms and Documents. The **City** shall provide the **Design Professional** with copies of all **City**-generated forms and documents intended to be included in the Specifications Package. The **Design Professional** will include these forms and documents in its Specifications Package. It is the responsibility of the **Design Professional** to ensure that all such documents are included in the final Specifications Package. Any costs incurred as a result of the failure of the **Design Professional** to include any such documents will be borne by the **Design Professional** and not charged to the **City**, where such failure is the fault of the **Design Professional**. The **Design Professional** may propose changes to these **City**-generated forms and documents; however, implementation of such changes are subject to the unilateral approval of the **City**. No changes may be made to such documents without the prior written consent of the **City**. The **Design Professional** shall prepare and submit to the **City** for approval the entire Specifications Package. The **Design Professional** is responsible for ensuring that the Construction Documents comply with all statutory requirements.

3.4.5. Addenda. All addenda shall be issued by the Contracting Department; however, at the Contracting Department's sole discretion, the **Design Professional** may be called upon to prepare a draft of any such addenda. Any corrections to the Construction Documents, which require an addendum, will be made by the **Design Professional** at no charge to the **City**.

3.4.6. Printing of Specifications Package. The **Design Professional** must provide the **City** with a final draft of the Specifications Package and obtain approval from the **City** prior to printing. The **Design Professional** will be responsible for the printing of the Specifications Packages unless the **City** instructs the **Design Professional** otherwise. The cost of producing such Specifications Packages will be passed onto the **City** at cost. Any changes required to be made to the Construction Documents as a result of errors by the **Design Professional** or persons within its control will be promptly corrected at no cost to the **City**. The **Design Professional** shall make its best efforts to print Specifications Packages on paper containing a minimum of twenty percent (20%) post consumer content.

3.4.7. Delivery of Specifications Package. The **Design Professional** will use its best efforts to ensure that the Contracting Department receives the number of Specifications Packages requested by the Contracting Department no later than 3:00 p.m. on the day prior to the first day of advertisement of the Invitation to Bid.

3.4.8. Adjustment to Statement of Probable Construction Cost. The **Design Professional** shall advise the **City** in writing of any adjustments to Statement of Probable Construction Cost indicated by changes in requirements or general market conditions.

3.5. BIDDING AND AWARD PHASE.

3.5.1. Commencement. The Bidding and Award Phase commences on the date the Invitation to Bid is first advertised pursuant to M.G.L. c. 149, §44J, or M.G.L. c. 30, §39M, and ends on the date the Construction Phase begins.

3.5.2. Additional Bidders. The **Design Professional** shall assist the **City** in obtaining bids if, in the opinion of the Contracting Department, an insufficient number of persons requested the Specifications Package. The **Design Professional** will notify "eligible" and "responsible" persons (as those terms are defined in the M.G.L. c. 149, §44A and referred to in M.G.L. c. 30, §39M) of the Invitation to Bid.

3.5.3. When Lowest Bid Exceeds Total Construction Cost. If the lowest bona fide bid by a Contractor exceeds the total construction cost of the Project as set forth in the approved Statement of Probable Construction Costs by more than ten percent (10%), then upon the request of the **City**, the **Design Professional** will revise the Plans and Specifications in consultation with the **City** to reduce or modify the quality or quantity, or both, of the Work so that the total construction cost of the Project will not exceed the total construction cost set forth in the Statement of Probable Construction Costs by more than ten percent (10%). All revisions pursuant to this paragraph shall be at the **Design Professional's** sole cost and expense (which cost and expense include, but are not limited to the **Design Professional's** time, the cost of reprinting the Specifications Package, and the cost of re-advertisement of the Project).

3.5.4. Pre-Bid Conferences. The **Design Professional** shall attend all pre-bid conferences.

3.5.5. Investigation of Bidders. The **Design Professional** shall investigate, at minimum, the lowest Bidder. The investigation shall include, but is not limited to, reviewing the files maintained by the Division of Capital Asset Management, or any other governmental agency charged with maintaining such documents related to such Bidder, telephoning or writing owners of the Bidder's prior projects, telephoning or writing Design Professionals from such prior projects, visiting the sites of such other projects and checking all other appropriate references. The **Design Professional** shall provide the **City** with a detailed letter of approval or disapproval of such Bidder. The letter must include relevant language from the appropriate state laws regarding the eligibility and responsibility of Bidders (i.e., M.G.L. c.149, §44A(1), M.G.L. c. 30, §39M(c), or, if appropriate, M.G.L. c. 29, §29F). If the **Design Professional** disapproves of the lowest Bidder, then the **Design Professional** must investigate the next lowest Bidder in the same manner described above, and continue to investigate each successive low Bidder until a Bidder is approved. For every Bidder investigated, the **Design Professional** must provide the **City** with a detailed letter as described above.

3.5.6. Preparation of Contract. To the extent required, the **Design Professional** shall assist the Contracting Department in the preparation of the construction contract.

3.6. CONSTRUCTION PHASE-- ADMINISTRATION OF THE CONSTRUCTION CONTRACT.

3.6.1. Commencement. The Construction Phase commences with the full execution of the contract for construction and terminates on the date of expiration of all of the guarantees and warranties provided by the Contractor to the **City**.

3.6.2. Change in Design Professional's Duties, Etc. Construction Phase duties, responsibilities, and limitations of authority of the **Design Professional** shall not be extended without written agreement of the **City** and the **Design Professional**. Any restrictions or modifications to the **Design Professional's** duties and responsibilities can be imposed by the **City** without the consent of the **Design Professional**.

3.6.3. Pre-construction Conferences. The **Design Professional** shall attend all pre-construction conferences.

3.6.4. Site Visits. The **Design Professional** shall visit the Site at intervals appropriate to the stage of construction, but no less than once a week, or as otherwise agreed by the **City** and the **Design Professional**, to become familiar with the progress and quality of the Work and to determine with care if the Work is proceeding in accordance with the requirements of the Contract Documents. The **Design Professional** shall cause its engineering and other consultants to make similar Site visits, at such times as may be required for observation of portions of the Work designed and/or specified by them. The **Design Professional** shall not be required to make continuous on-site inspections to check the quality or quantity of the Work. The **Design Professional** shall promptly submit to the **City** a detailed written report subsequent to each on-site visit, which shall include any observation of material deviations by the Contractor or subcontractors from the requirements of the Contract Documents.

3.6.5. Job Meetings. There shall be no less than one job meeting per week. The **Design Professional** shall attend all job meetings. The number of meetings per week will depend on the complexity of the Project at a particular stage, the problems encountered on the Project, or the **City's** request that additional meetings be held. The **Design Professional** shall also be required to be present when governmental authorities having jurisdiction over the Project visit the Site to inspect the Work. The **Design Professional** will exercise good care and diligence in discovering and promptly reporting to the **City**, as well as to the Contractor, any defects or deficiencies in the Work.

3.6.6. Construction Means, Methods, Etc. The **Design Professional** shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. However, the **Design Professional** shall promptly report to the **City** any perceived irregularities.

3.6.7. Contractor's Schedule. Except as otherwise provided in this Agreement, the **Design Professional** shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents, except to the extent that such failure is caused by the **Design Professional**. Except as otherwise provided in this Agreement, the **Design Professional** shall not have control over or charge of acts or omissions of the Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, nothing in this paragraph shall relieve the **Design Professional** of its obligations to the **City** elsewhere in this Agreement. The **Design Professional** shall review all schedules presented by the Contractor and advise the **City** as to the appropriateness of same.

3.6.8. Communications. The City and the Contractor may communicate through the **Design Professional**. Communications by and with the **Design Professional's** consultants shall be through the **Design Professional**, unless the City deems it necessary or expedient to speak directly to the consultants.

3.6.9. Applications and Certifications for Payment. Based on the **Design Professional's** observations of the Work and evaluations of the Contractor's applications for payment, the **Design Professional** shall review and certify the appropriate amounts due the Contractor within five (5) business days after receipt of the Contractor's application for payment, and such certifications shall be in the form requested by the City. The **Design Professional's** certification for payment shall constitute a representation to the City based on the **Design Professional's** observations at the site and on the data comprising the Contractor's application for payment that the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the **Design Professional**. The **Design Professional** is required to review and validate the certified payrolls. The **Design Professional** is required to reconcile the applications for payment with the certified payrolls. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. Timely payment of Contractor is required by M.G.L. c. 30, §39K; therefore, the **Design Professional** shall establish office procedures assuring either immediate mail or messenger delivery of the approved applications for payment to the City. Notwithstanding the foregoing, the City shall be responsible for monitoring and certifying construction payrolls for compliance with prevailing wage requirements (a) if the Contract is a federally funded contract subject to federal Davis Bacon and Related Acts.

3.6.10. Rejection of Work. The **Design Professional** shall have the responsibility, obligation, and authority to reject Work which (1) does not conform to the Contract Documents; or (2) the **Design Professional** believes to be defective; or (3) the **Design Professional** believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The **Design Professional** shall promptly notify the City of such rejection. Whenever the **Design Professional** considers it necessary or advisable for implementation of the intent of the Contract Documents, the **Design Professional** will have the responsibility, obligation, and authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed; provided, however, the **Design Professional** must obtain the City's prior written approval of any such special inspection or testing. However, neither this authority of the **Design Professional** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Design Professional** to the Contractor, Subcontractors, Suppliers, other persons performing portions of the Work.

3.6.11. Submittals. The **Design Professional** shall review and approve or take other appropriate action upon the Contractor's submittals such as Proposed Change Orders, Shop Drawings, Product Data, and Samples, for the purpose of: (a) determining compliance with applicable laws, statutes, ordinances, codes, orders, rules, and regulations; and (b) determining whether the Work, when completed, will be in compliance with the requirements of the Contract Documents. The **Design Professional's** action shall be taken with such reasonable promptness as to cause no delay in the Work taking into account the time periods set forth in the latest schedule prepared by the Contractor and approved by the **Design Professional** and, in any event, such action shall be taken within fourteen (14) days after submittal to the **Design Professional**. The **Design Professional** shall indemnify the City for any monies paid by the City to the Contractor as a result of the **Design Professional's** delay in taking appropriate action, as described above, where such delay is not caused in any part by the City. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designated by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The **Design Professional's** review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the **Design Professional**, of construction means, methods, techniques, sequences, or procedures. The **Design Professional's** approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, the **Design Professional** shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

3.6.12. Change Orders and Work Change Directives. The **Design Professional** shall prepare Change Orders

and Work Change Directives, with supporting documentation and data if deemed necessary by the **Design Professional** for the approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time (which is the time in which the Work reaches final completion) and which are not inconsistent with the intent of the Contract Documents.

3.6.13. Interpretations, Clarifications, and Decisions of the Design Professional.

3.6.13.1. The **Design Professional** will interpret, clarify, and decide matters concerning performance under and requirements of the Contract Documents on written request of either the **City** or the Contractor. The **Design Professional's** response to such requests will be made with reasonable promptness and within the time set forth herein. Any such written interpretations, clarifications, or decisions shall be binding on the **City** and the Contractor. Interpretations, clarifications, and decisions of the **Design Professional** shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The **Design Professional** may, as the **Design Professional** judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by a Field Order or other notice to the Contractor, provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents. The **Design Professional** shall not be liable for results of interpretations, clarifications, and decisions so rendered in good faith and in the absence of negligence by the **Design Professional**.

3.6.13.2. Time Limit for Rendering Decisions. The **Design Professional** shall render written interpretations, clarifications, and decisions within a reasonable time, but in no event more than seven (7) days after receipt of same.

3.6.14. Aesthetic Effect. The **Design Professional's** decisions on matters relating to aesthetic effect must be consistent with the **City's**. The **Design Professional** shall advise the **City** in matters relating to aesthetic effect; however, the **City's** decision in these matters shall be final.

3.6.15. Claims.

3.6.15.1. Initial Referral. All Claims, the bases of which arise prior to final payment or the earlier termination of the Contract, shall be referred initially to the **Design Professional** for action as provided herein.

3.6.15.2. Time Period and Action. The **Design Professional** shall review Claims and shall do one of the following within seven (7) days of receipt of the Claim:

3.6.15.2.1. defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

3.6.15.2.2. decline to render a decision for any reason which it deems appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Design Professional**); or

3.6.15.2.3. render a decision on all or a part of the Claim.

If the **Design Professional** requests additional information, the **Design Professional** shall take action with respect to the Claim no later than seven (7) days after receipt of the additional information. The **Design Professional** shall notify the parties in writing of its disposition of such Claim. If the **Design Professional** decides that the Work relating to such Claim should proceed regardless of its disposition of such Claim, the **Design Professional** shall issue to the Contractor a written order to proceed.

3.6.15.3. Decisions.

3.6.15.3.1. Decisions by the City or the Design Professional. (*Reference: M.G.L. c. 30, §39P*). In every case in which this Contract requires the **City**, any official, or its **Design Professional** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than seven (7) days after the written submission for decision; but if such decision requires extended investigation and study, the **City**, the official, or the **Design Professional** shall, within seven (7) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the seven-day period and the date by which the decision will be made.

3.6.15.4. Resolved Claims. If a Claim is resolved, the **Design Professional** shall obtain or prepare the appropriate documentation and provide the **City** and the Contractor with a copy of same.

3.6.16. Determination of Substantial and Final Completion. On behalf of the City, the Design Professional shall conduct inspections, determine the dates of Substantial Completion and final completion, and shall issue a certificate of Substantial Completion, with the prior written consent of the City. Such inspections shall include a reasonable number of Site visits by the Design Professional and the Design Professional's engineering consultants. The Design Professional shall provide to the City a written report of all findings with recommendations for appropriate action. The Design Professional will receive and review (and approve or disapprove, as the case may be) written guarantees, operating manuals, spare parts lists, value charts, and related documents required by the Contract Documents to be assembled by the Contractor. When the Design Professional is satisfied that all such documents are complete as required by the Contract Documents, the Design Professional shall issue a final certificate of payment.

3.6.17. Inspection Prior to End of Guarantee Period. Notwithstanding any other provision in this Agreement, at least thirty (30) days prior to the expiration of the Contractor's guarantee period, the Design Professional shall assist the City in inspecting the Project at the City's request and provide to the City a written report of all findings with recommendations for appropriate action. Such inspections shall include a reasonable number of Site visits by the Design Professional and the Design Professional's engineering consultants.

3.6.18. Limitation on the Design Professional's Responsibilities.

Neither the Design Professional's authority to act under the provisions of the Contract Documents nor any decision made by the Design Professional in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Design Professional to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or any other person. The Design Professional will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 5 of the General Terms and Conditions. The Design Professional will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Design Professional will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

ARTICLE 4

DESIGN PROFESSIONAL'S ADDITIONAL SERVICES

4.1. IN GENERAL. The services described hereunder shall be paid for by the City in addition to the compensation for Basic Services. Prior to performing any service which the Design Professional claims to be an Additional Service, the Design Professional shall notify the City in writing that the service is an Additional Service, and shall provide with such notice an estimate of the additional compensation which will be payable to the Design Professional for performing such service. Such service shall not be performed, nor shall such estimate be exceeded, without the City's prior written approval. Failure to so notify the City and obtain the City's written approval shall constitute a waiver of the Design Professional's claim for additional compensation on account of such services. These services shall be provided only if authorized or confirmed in writing by the City. Notwithstanding anything to the contrary in this Agreement, the City shall not be responsible to pay and the Design Professional shall not be entitled to receive compensation for any additional service if such service was required due to the fault of the Design Professional or the Design Professional's failure to perform in accordance with the terms of this Agreement. Neither the Design Professional nor its consultants shall be compensated for any services involved in preparing changes that are required for additional Work that should have been anticipated by the Design Professional in the preparation of the Construction Documents, as reasonably determined by the City.

4.2. LIST OF ADDITIONAL SERVICES. The following list of Additional Services is intended to be illustrative and not considered all inclusive.

- 4.2.1.** Making major revisions in Plans, Specifications, or other documents when such major revisions are:
 - 4.2.1.1.** inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's program or project budget;
 - 4.2.1.2.** required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or
 - 4.2.1.3.** due to changes required as a result of the City's failure to render decisions in a timely manner and where such failure is in no way caused by the Design Professional.
- 4.2.2.** Providing services required because of major changes in the Project instigated by the City.

4.2.3. Undertaking material design work requested by the City in connection with Change Orders, Construction Change Directives, and the Contractor's value engineering proposals, provided that evaluation and judgments of the proposed changes and value engineering substitutions shall be provided as a Basic Service.

4.2.4. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work; provided, however, that such services are not required as a result of the negligence of the **Design Professional**.

Design Professional shall provide the City with a Maintenance Manual for the project. The manual shall be used by the Somerville Department of Public Works staff as a scheduling and procedural guideline for maintaining all aspects of the work. A basic electronic template for the manual shall be provided to the Design Professional by the City. The manual will be reviewed and approved by the City's project representative before final acceptance. The final version will be provided to the City as a three ring binder and a CD. The manual shall be clearly organized and labeled, and shall include a recommended schedule for all maintenance work.

ARTICLE 5

OTHER CONDITIONS OR SERVICES

5.1. **OTHER SERVICES.** Any other services which are part of Basic Services are set forth in APPENDIX A.

5.2. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, the **Design Professional** and the **Design Professional's** consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Project Site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances, provided, however, the **Design Professional** shall report to the City the presence and location of any hazardous material observed by the **Design Professional** (or any material suspected to exist) or that an design professional of similar skill and expertise should have observed.

ARTICLE 6

THE CITY'S RESPONSIBILITIES

6.1. **REQUIREMENTS FOR THE PROJECT.** The City shall consult with the **Design Professional** regarding requirements for the Project, including the City's contemplated objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

6.2. **BUDGET.** The City shall consult with the **Design Professional** in order to establish and update an overall budget for the Project, including the Construction Cost, the City's other costs and reasonable contingencies related to all of these costs.

6.3. **AUTHORIZED REPRESENTATIVE** The City shall designate a representative authorized to act on the City's behalf with respect to the Project. The City or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the **Design Professional** in order to avoid unreasonable delay in the orderly and sequential progress of the **Design Professional's** services.

6.4. **CONSULTANTS.** The City shall furnish the services of consultants not listed in the advertisement for the Request for Proposals when the City deems such services to be necessary.

6.5. **FURNISHING INFORMATION OR SERVICES.** Notwithstanding anything to the contrary written herein, the City shall only furnish information or services described in herein to the extent that any such information or service is reasonably required by the **Design Professional** to perform its services under this Agreement. The **Design Professional** shall review and confirm the sufficiency of any test and information furnished to the **Design Professional** by or on behalf of the City pursuant to this section.

6.6. **NOTICE OF FAULT OR DEFECT.** The City shall give prompt written notice to the **Design Professional**, if the City becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

ARTICLE 7

USE OF THE DESIGN PROFESSIONAL'S PLANS, SPECIFICATIONS, AND OTHER DOCUMENTS

7.1. **IN GENERAL.** The Plans, Specifications, and other documents prepared by the **Design Professional** for this

Project are instruments of the **Design Professional's** service for use solely with respect to this Project and, unless otherwise provided, the **Design Professional** shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright (Note: if this contract is federally funded, see Appendix A (if applicable) Federal Requirements regarding royalties and copyrights). The **City** shall be permitted to retain copies, including reproducible copies, of the **Design Professional's** Plans, Specifications, and other documents for information and reference in connection with the **City's** use and occupancy of the Project. The **Design Professional's** Plans, Specifications, or other documents shall not be used by the **City** or others on other projects, except by agreement in writing. However, it is expressly understood and agreed that the **City** shall have the right to utilize the Plans, Specifications, and other documents in the event the **City** expands the Project, corrects any deficiencies, or makes any renovations or repairs to the Project. In the event of termination or purported termination of this Agreement by either party, the **City** may use the Plans, Specifications, and other documents in connection with the Project, notwithstanding any dispute between the **City** and the **Design Professional** as to the reason for validity of the termination, provided only that the **Design Professional** has been paid for its work through the date of the termination, unless the matter of such payment is subject to litigation or other dispute resolution procedure provided for herein.

7.2. OFFICIAL REGULATORY REQUIREMENTS. Submission or distribution of the Plans, Specifications, and other documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the **Design Professional's** reserved rights herein.

ARTICLE 8 BASIS OF COMPENSATION

8.1. IN GENERAL. For Basic Services, compensation shall be as provided in APPENDIX B.

8.2. STIPULATED SUM. Where the compensation is based on a stipulated sum, progress payments for Basic Services in each phase shall be as stated in APPENDIX B.

8.3. MATERIAL CHANGE IN SCOPE OR SERVICES. In the event of a material change in the scope or services of the Project or the **Design Professional's** services, the **Design Professional** shall continue to perform in accordance with the terms of this Agreement during the course of any renegotiation of the **Design Professional's** compensation hereunder. Equitable adjustments shall be made to the total dollar amount of this Agreement in the event of changes in scope or services herein. (*Reference: M.G.L. c. 7, §38G for designer contracts subject to the Designer Selection Statute, but this section applies also to contracts not subject to M.G.L. c. 7, §38G*).

8.4. ADDITIONAL SERVICES OF THE DESIGN PROFESSIONAL. For Additional Services of the **Design Professional**, compensation shall be as stated in APPENDIX B (if applicable).

8.5. ADDITIONAL SERVICES OF THE CONSULTANTS. For additional services of consultants, compensation shall be the actual cost billed to the **Design Professional** for such services stated in APPENDIX B (if applicable).

8.6. REIMBURSABLE EXPENSES. For Reimbursable Expenses, compensation shall be the actual cost billed to the **Design Professional**, plus a maximum of 10-percent (mark-up) not including any tax. The **City** will provide its tax-exempt number upon request.

ARTICLE 9 PAYMENT TO THE DESIGN PROFESSIONAL

9.1. PAYMENT TO DESIGN PROFESSIONAL. The **City** shall make payments directly to the **Design Professional** within forty-five (45) days after the **City** receives and approves the **Design Professional's** detailed certified monthly statement. The detailed monthly statement must include, at minimum, itemized hours and work performed by the **Design Professional** (including, but not limited to, Purchase Number for project, all employee titles of the **Design Professional** and its agents), and an itemized list of Reimbursable Expenses. Records of the **Design Professional's** expenses and hours pertaining to this Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to the **City** or its authorized representative upon reasonable notice for inspection and copying during regular business hours for six (6) years after the date of the final certificate of payment.

9.2. NO ADVANCE PAYMENTS. No payments will be made in advance of services rendered.

9.3. DEDUCTIONS. Deductions may be made from the **Design Professional's** compensation, if the **Design Professional** has not properly performed the services required in accordance with the terms of this Agreement.

ARTICLE 10 INSURANCE REQUIREMENTS

10.1. LIABILITY INSURANCE. The **Design Professional** at its own expense must obtain and maintain a professional liability insurance policy covering negligent errors, omissions, and acts of the **Design Professional** or of any person for whose performance the **Design Professional** is legally liable arising out of the performance of such contracts for design services. The **City** may require a consultant employed by the **Design Professional** subject to this subparagraph to obtain and maintain a similar liability insurance policy. If the **Design Professional** is required by the **City** to obtain all or a portion of such insurance coverage, it shall at its own expense furnish a certificate or certificates of insurance coverage to the **City** prior to the award of the contract. Certificates of insurance are attached hereto as APPENDIX C. Any amendments these insurance requirements are set forth in APPENDIX C.

10.2. INSURANCE RATING. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.

10.3. MINIMUM COVERAGES. The **Design Professional** and its structural, mechanical, and electrical engineering consultants shall each maintain the following minimum insurance coverages:

10.3.1. Workers' Compensation insurance- co-called "statutory coverage" in compliance with Massachusetts law;

10.3.2. Employer's liability policy covering bodily injury by accident (\$100,000 each occurrence) and bodily injury by disease (\$100,000 each employee, \$500,000 policy limit);

10.3.3. Comprehensive automobile liability insurance including hired, non-owned, and leased vehicles, if any, in the amount of \$1,000,000 covering personal injury, bodily injury, and property damage;

10.3.4. Valuable Papers insurance in the amount of \$100,000 covering damage to plans, drawings, computations, filed notes, or other similar data relating to the Work covered by this Agreement;

10.3.5. Commercial general liability insurance with a primary limit of not less than \$1,000,000 combined single limit and naming the **City** as an additional insured; and

10.3.6. Professional Liability insurance in an amount not less than \$1,000,000 or ten per cent (10%) of the Project's estimated cost of construction, or such larger amounts as the **City** may require, for the applicable period of limitations, including contractual liability coverage with all coverage retroactive to the earlier date of this Agreement or the commencement of the **Design Professional's** services in relation to the Project.

10.4. INSURANCE TERMS. All insurance shall be provided by companies qualified and licensed to do business in the Commonwealth of Massachusetts and acceptable to the **City**, and shall be maintained for a period of six (6) years following the last performance of services under this Agreement. Certificates evidencing such insurance shall be furnished to the **City** upon the execution of this Agreement by the **Design Professional** and upon each renewal period thereafter. The policies shall provide that the policies shall not be cancelled, renewed, or amended without thirty (30) days' prior notice to the **City**. All requests by the **Design Professional** for approval of engineers or other consultants shall be accompanied by certificates setting forth the types and amounts of insurance carried by them. The **Design Professional** shall require each such engineer or other consultant approved by the **City** to maintain the insurance shown in such certificate in accordance with the provisions of this paragraph.

ARTICLE 11 STATUTORY RECORD-KEEPING AND RECORD-FILING REQUIREMENTS (M.G.L. C. 30, §39R)

___(If this contract is federally funded, see also Federal Requirements attached hereto as Appendix A (if applicable).)

11.1. The **Design Professional** shall make and keep for at least six years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Design Professional**.

11.2. Until the expiration of six (6) years after final payment, the Office of the Inspector General, and the City shall have the right to examine any books, documents, papers or records of the **Design Professional** or of its subcontractors that directly pertain to and involve transactions relating to, the **Design Professional** or its subcontractors.

11.3. The **Design Professional** shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the **City**, including in its description the date of the change and reasons therefore, and shall accompany said description with a letter from the **Design Professional's** independent certified public accountant approving or otherwise commenting on the changes.

11.4. The **Design Professional** has filed a statement of management ("management," as used in these paragraphs is defined in M.G.L. c. 30, §39R(a)(7) as "the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor" which is the **Design Professional** herein) on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement.

11.5. The **Design Professional** must file with the **City** a statement of management as to whether the system of internal accounting controls of the **Design Professional** and its subsidiaries reasonably assures that:

11.5.1. transactions are executed in accordance with management's general and specific authorization;

11.5.2. transactions are recorded as necessary: to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

11.5.3. access to assets is permitted only in accordance with management's general or specific authorization; and

11.5.4. the record accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

11.6. If applicable, the **Design Professional** has filed with DCAM prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d). The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the **City** upon request.

11.7. The **Design Professional** shall file with the **City** a statement prepared and signed by an independent certified public accountant, stating that s/he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

11.7.1. Whether the representations of management in response to this paragraph and the previous paragraph are consistent with the result of management's evaluation of the system of internal accounting controls; and

11.7.2. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the **Design Professional's** financial statements.

NOTE: RECORDS AND STATEMENTS REQUIRED TO BE MADE, KEPT OR FILED UNDER THE PROVISIONS OF M.G.L. c. 30, §39R ARE NOT PUBLIC RECORDS AS DEFINED IN M.G.L. c.4, §7 AND SHALL NOT BE OPEN TO PUBLIC INSPECTION, EXCEPT AS PROVIDED HEREIN.

(Reference: M.G.L. c. 30, §39R)

ARTICLE 12 TERMINATION, SUSPENSION, OR ABANDONMENT

12.1. Except for reasons of nonpayment, this Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and may be terminated without cause by the **City** upon at least seven (7) days' written notice to the **Design Professional**. In the event this Agreement is terminated by the **City** pursuant to this

paragraph, the **Design Professional** shall be entitled to receive compensation for Basic and Additional Services properly performed and for all substantiated Reimbursable Expenses incurred to the date of the notice of termination, but in no event shall compensation exceed the amount specified hereafter if the Project does not proceed and in no event shall any payment be due earlier than such payment would otherwise be due hereunder. Moreover, the **City** shall be entitled to retain from the monies alleged to be due to the **Design Professional** an amount that reasonably reflects the cost and expense incurred or to be incurred by the **City** associated with the termination, if the termination is with cause.

12.2. The **City** reserves the right to stop or suspend the work upon seven (7) days' written notice to the **Design Professional**, with no resulting fee adjustment to the **Design Professional**, unless such suspension extends for more than twelve (12) months, in which case the **Design Professional's** compensation shall be equitably adjusted when the project is resumed to provide for expenses incurred in the interruption and resumption of the **Design Professional's** services. The **Design Professional** shall have no cause for termination of this Agreement based on suspension of the Project unless such suspension extends for more than twelve (12) months.

12.3. Persistent failure by the **City** to make payments to the **Design Professional** in accordance with this Agreement or persistent failure of the **City** to pay the **Design Professional** within forty-five (45) days of receipt of a statement for services properly performed shall be considered nonperformance and cause for termination. "Persistent" herein shall mean at least three occasions.

12.4. If the **City** fails to make payment when due for services and expenses properly performed, the **Design Professional** may, upon thirty (30) days' written notice to the **City**, suspend performance of services under this Agreement. Unless the **Design Professional** receives within thirty (30) days of the date of the notice payment in full for such services that have been properly performed, the suspension

12.5. shall take effect without further notice. In the event of a suspension of services, the **Design Professional** shall have no liability to the **City** for delay or damage caused by the **City** because of such suspension of services.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and, if federally funded, applicable provisions of the Federal Requirements attached hereto as Appendix A (if applicable).

13.2. VENUE. Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The **Design Professional**, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

13.3. PARTNERS, SUCCESSORS, ASSIGNS, ETC. The **City** and the **Design Professional**, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representative of such other party with respect to all covenants of this Agreement.

13.4. PROHIBITION AGAINST ASSIGNMENT. The **Design Professional** shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the **City**. An assignment without the prior written consent of the **City** shall not relieve the **Design Professional** of its obligations thereunder.

13.5. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the **City** and the **Design Professional** and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement can be amended only by a written instrument signed by both the **City** and the **Design Professional**.

13.6. THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **City** or the **Design Professional**.

13.7. NOTICES AND DEMANDS. Notices and demands required by or permitted to be given hereunder shall be hand-delivered or given by registered or certified mail and shall be addressed to the parties at the addresses set forth as follows:

To the City:

Director
Capital Projects and Planning Department
1 Franey Road
Somerville, MA 02144
Tel #: 617-625-6600 x5123

With a Copy to:

City Solicitor
Law Department, City Hall
93 Highland Avenue
Somerville, MA 02143

Purchasing Director
City Hall
93 Highland Avenue
Somerville, MA 02143

To the Vendor: Vendor Name, Attn: Vendor Contact, Vendor Address, Vendor Fax, all as set forth on the first page of this Agreement.

Such notices and demands may be sent by facsimile transmission if such transmission is followed by hand delivery or registered or certified mail on the same day or the following business day. Notice and demands shall be deemed to have been given when delivered, or when mailed, or when transmitted by facsimile, if followed by hand delivery or registered or certified mail as provided herein.

13.8. WAIVER OF RIGHTS. The City's review, approval, acceptance, or payment for services under this Agreement shall not operate as a waiver of any rights under this Agreement and the **Design Professional** shall be and shall remain liable to the **City** for all damages incurred by the **City** as the result of the **Design Professional's** failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the **City** provided for under this Agreement are in addition to any other rights or remedies provided or allowed by law.

13.9. PERSONAL LIABILITY. No member, officer, director, trustee, representative, consultant, volunteer participant, or employee of the **City** shall be personally liable to the **Design Professional** under any term or provision of this Agreement for the **City's** payment obligation or otherwise, or because of any breach hereof.

13.10. INDEMNIFICATION. For all matters other than those arising out of Design Professional's professional services (such other matters commonly known as "General Liability Claims"), the **Design Professional** shall indemnify and defend the **City** from and against all claims, costs, and to the extent that such claims, costs, and liability are the result of the negligent acts, errors, or omissions of the **Design Professional**, or breaches by the **Design Professional** of its obligations hereunder or (with respect to the **Design Professional's** duty to defend) are claimed to be the result thereof.

For all matters arising out of **Design Professional's** professional services, **Design Professional** agrees, to the fullest extent permitted by law, to indemnify and hold harmless the **City** and all of their agents and employees against claims damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of **Design Professional's**, or third parties under the direction or control of **Design Professional**, in the performance of professional services under this Agreement.

13.11. DESIGN PROFESSIONAL'S PRINCIPALS AND SENIOR PERSONNEL. The **City** is relying on the continued participation in the Project of the principals and senior personnel whose names and time commitments and,

where applicable, Massachusetts's professional registration numbers are listed in the attached APPENDIX C. The **Design Professional** shall not remove any such individual from the Project or reduce his or her time commitment to the Project without the **City's** written consent unless such individual dies, becomes disabled, or terminates his or her employment. The replacement of any individual listed in APPENDIX C shall be subject to the **City's** written approval.

13.12 USE OF PROJECT-RELATED DOCUMENTS. The **Design Professional** may, upon prior written consent of the **City**, include representations of the design of the Project, including photographs of the exterior and interior, among the **Design Professional's** promotional and professional materials. The **Design Professional's** materials shall not include the **City's** confidential or proprietary information if the **City** has previously advised the **Design Professional** in writing of the specific information considered by the **City** to be confidential or proprietary. The **City** shall provide professional credit for the **Design Professional** on the construction sign and in the promotional materials for the Project. The **City** considers all information concerning the Project to be confidential and proprietary unless otherwise expressly indicated in writing to the **Design Professional**.

ARTICLE 14 CERTIFICATIONS

14.1. The undersigned **Design Professional** certifies under the penalties of perjury that:

14.1.1. the **Design Professional** has not given, offered or agreed to give any gift, contribution or offer of employment as an inducement for, or in connection with, the award of a contract for design services;

14.1.2. no consultant to, or subcontractor for the **Design Professional** has given, offered or agreed to give any gift, contribution, or offer of employment to the **Design Professional**, or to any other person, corporation, or entity as an inducement for or in connection with the award to the consultant or subcontractor of a contract by the **Design Professional**;

14.1.3. no person, corporation, or other entity, other than a bona fide, full-time employee of the **Design Professional** has been retained or hired to solicit for or in any way assist the **Design Professional** in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer;

14.1.4. if and as required by M.G.L. c. 30, §39R, the **Design Professional** has internal accounting controls the **Design Professional** shall:

14.1.4.1. file regular statements of management concerning internal auditing controls; and

14.1.4.2. file an annual audited financial statement; and submit a statement from an independent certified public accountant that s/he has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statements and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the **Design Professional's** financial statements, as provided by M.G.L. c. 7, §38H(e) and

14.1.4.3. the **Design Professional** has filed a statement of management on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement;

14.1.4.4. the **Design Professional** has filed with DCAM prior to the execution of this Agreement an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d); and

14.1.5. The **Design Professional** has complied with all the laws of the Commonwealth pertaining to taxes, reporting of employees and contractors, and withholding and remitting child support (M.G.L. c. 62C, §49A). The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.

14.1.6. The **Design Professional** will, for a seven-year period after the final payment, maintain accurate books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Design Professional**.



SUPPLEMENTAL CONDITIONS

(ADDENDUM TO CITY'S ON-CALL ENGINEERING CONTRACT GENERAL CONDITIONS)

The parties agree that the On-call Engineering contract General Conditions are hereby revised as follows:

1. Article 2.1 "Standard of Performance"

First sentence of the paragraph will be updated as follows:

"The Design Professional shall perform the services under this Agreement with the skill, care and diligence in accordance with the level of professional standards prevailing in the greater Boston area for the type of construction required herein."

2. Article 3.4.5 "Addenda"

Last sentence of the paragraph will be updated as follows:

"Any corrections to the Construction Documents, which require an addendum due to the negligent act, error or omission of the Design Professional, will be made by the Design Professional at no charge to the City."

3. Article 3.6.2 "Change in Design Professional's duties"

Last sentence of the paragraph will be updated as follows:

"Any restrictions to the Design Professional's duties and responsibilities can be imposed by the City without the consent of the design professional.."

***** END OF SUPPLEMENTAL CONDITIONS *****

Appendix A
Scope of Work/Task Order

RFQ #20-05
SECTION 2.0
RULE FOR AWARD /
SCOPE OF SERVICES

Rule for Award

Multiple on-call contracts will be awarded to the responsible and responsive Offeror(s) submitting the most advantageous responses, based on the evaluation criteria described above.

Purchase orders will be issued upon completion of project-by-project review and evaluation of project-specific proposals and fees.

Background

The City of Somerville, Massachusetts (City) is seeking to engage the services of qualified professional engineering consulting firms with demonstrated expertise and experience in various civil engineering disciplines to provide high quality professional services in a timely, cost effective manner. Services will be requested on an "as needed" basis for tasks in the various civil engineering disciplines involving design of small public works projects that are presented for City approvals. Small projects can vary in size and scale, but generally will be anywhere from approx. \$8,000 up to \$500,000 per project.

Such civil engineering disciplines include but are not limited to:

1. Water/Wastewater/Stormwater Systems Design
2. Roadway Design/Traffic Engineering/Pavement Management
3. Asset Management
4. Geotechnical Engineering
5. Structural Assessment (e.g. retaining walls, etc.)
6. Land Surveying / CAD Drafting
7. Construction Cost Estimating

Somerville Vital Statistics

Road Miles:	public: 94	
	private: 11	
Sidewalk Miles:	200	
Water Main Miles:	125	
Hydrants:	1350	
Watergate Valves:	3000	
Sewer Miles:	CSS: 68	
	SSS: 62	
	SD: 35	
Drain System:	Catch Basins:	2814
	Drain Manholes:	264

Potential Projects

The following list categorizes the anticipated types of assignments that the awarded engineering consultants would be called upon to perform on an "as needed" basis. The list is not exhaustive.

- Engineering services for the design of utility infrastructure improvements for water distribution, wastewater and stormwater systems, including survey, plan preparation, design, permitting, bid document preparation and other assistance, as requested.
- Geotechnical engineering services including soils and materials testing as necessary in conjunction with any other design work.
- Streetscape, transportation and traffic engineering for design of various public works roadway, sidewalk and intersection improvement projects. Projects may include accessibility improvements as required by ADA/AAB regulations.
- Land survey services, including property and topographic surveys, as necessary in conjunction with any design tasks to be assigned. CAD and drafting services to complement survey and design efforts.
- Structural design and/or repair of City-owned infrastructure such as retaining walls, stairways, abutments, etc.
- IDDE and I & I professional services.
- Hydrology and flood control services.
- Development and regulations not limited to but including stormwater and fats, oils and grease (FOG).
- Assistance with data management and development of asset management systems.
- Assignments under this contract could have duration periods of a few days to several months depending on the services requested.

Note: The City of Somerville reserves the right to increase or decrease the scope of this work as the budget allows.

Available Information and Resources

The following resources will be made available for use by any of the consultants that are selected through this RFQ process:

- GIS Maps and Data
- Plans of roadway construction, layouts, utility as-built plans, profiles and any available records will be made available as needed.

Timeline

The projects will be somewhat staggered and will take place over the next thirty-six (36) months.

Period of Performance

The period of performance for the on-call service agreement begins on or about 10/1/19 and ends on or about 9/30/22

Place of Performance

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient

and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

Deliverables

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

Published in The Somerville Times on July 24, 2019



**CITY OF SOMERVILLE
PURCHASING DEPARTMENT
RFQ 20-05**

The City of Somerville, through the Purchasing Department invites sealed bids for:

On-Call Engineering Services for Various Public Works Projects

A Request for Qualifications (RFQ) package may be obtained online at <http://www.somervillema.gov/departments/finance/purchasing/bids> or from the Purchasing Department, Somerville City Hall, 93 Highland Ave., Somerville, MA, 02143 on or after **July 24th, 2019**. Sealed proposals will be received at the above office until: **August 14th, 2019 at 2:00pm**. The Purchasing Director reserves the right to reject any or all proposals if, in her sole judgment, the best interest of the City of Somerville would be served by so doing.

Please contact Michael Richards at mrichards@somervillema.gov for more information.

Angela M. Allen
Purchasing Director
617-625-6600 x. 3400

7/24/19 The Somerville Times



William Francis Galvin
Secretary of the Commonwealth of Massachusetts


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[DIRECTIONS](#)
[CONTACT US](#)

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Designer service submission confirmation

The following Designer Service submission was successfully received. Planned date of publish is 7/24/2019

Awarding Agency

Agency Name and Address:	City of Somerville 93 Highland Avenue Somerville, MA 02143	
Project Number:	RFQ 20-05	
Designer's Fee:	Negotiated	
Estimated Construction Cost:		
Time Period for Completed Project:	On-Call, 3-year agreements	

Contact Information

Name:	Michael Richards	
Phone:	617-625-6600	Fax
Email Address:	mrichards@somervillema.gov	
	Notify email address listed when final publish date assigned.	

Contract Information

Project:	On-Call Engineering Services for Public Works Projects	
Scope:	Professional engineering consulting services on an "as needed" basis for tasks in various civil engineering disciplines involving design of small public works projects. Multiple contracts awarded.	
Specific Services : (all chosen)	Engineer Project Manager	
Deadline for Application Form*:	08/14/2019	Time 2:00pm
Project Program Availability:		
Briefing Session:		
Additional Information	Contact mrichards@somervillema.gov to register your interest in receiving the bid package.	

This page can be printed for your records.

William Francis Galvin, Secretary of the Commonwealth of Massachusetts

[Terms and Conditions](#)

Bid Opening Date: 08/14/2019 02:00 PM
 Printed: 07/19/2019 09:33 AM

BID SOLICITATION

Description: RFQ 20-05 On-Call
 Engineering Services for Public Works
 Projects

Bid Number BD-20-1166-COS01- COS01-42125
Alternate ID
Requisition Number

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	RFQ 20-05 On-Call Engineering Services for Public Works Projects - multiple contracts awarded	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Michael Richards
 Phone#: (617) 625-6600
 Email: mrichards@somervillema.gov
BUYER

SOLICITATION FOR:

RFQ # 20-05

On-Call Engineering Services for Various Public Works Projects



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 7/24/2019

QUESTIONS DUE: 8/7/2019 by 12PM ET

DUE DATE AND TIME: 8/14/2019 by 2PM ET

Anticipated Contract Award(s)	9/1/2019
Est. Contract Commencement Date	10/1/2019
Est. Contract Completion Date	9/30/2022

DELIVER TO:

City of Somerville

Purchasing Department

Attn: Michael Richards

Assistant Purchasing Director

mrichards@somervillema.gov

93 Highland Avenue

Somerville, MA 02143

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Qualifications For:
RFQ #20-05 On-Call Engineering Services for Various Public Works Projects

SECTION 0.0
INTENT AND PURPOSE

The City of Somerville, Massachusetts (City) is seeking to engage the services of qualified professional engineering consulting firms with demonstrated expertise and experience in various civil engineering disciplines to provide high quality professional services in a timely, cost effective manner. Services will be requested on an “as needed” basis for tasks in various civil engineering disciplines involving design of small public works projects that are presented for City approvals.

As a result of this Request for Qualifications (RFQ) process, the City intends to pre-qualify multiple professional engineering firms with expertise in some or all of the engineering disciplines listed in this document. As needs arise over a three-year period (October 2019 – September 2022), the City will invite such pre-qualified “on-call engineering firms” to submit specific price proposals tied to project-specific scopes of work as needs arise. Larger engineering projects will be bid as stand-alone projects.

Interested applicants are invited to submit qualifications and rate schedules that would apply over a three-year contract term. A contract will be awarded to each engineering firm that the City determines meets the pre-qualifications. Such contracts will be for a not-to-exceed amount per firm estimated at \$3,000,000 over a three-year period. It is not guaranteed that each awarded contract will be expended to its full not-to-exceed amount. Purchase orders will be issued toward these not-to-exceed amounts as specific projects are identified and negotiated based on specific fee proposals.

SECTION 1.0 GENERAL INFORMATION ON RFQ

1.1 General Instructions

Copies of the solicitation may be obtained from the Purchasing Department on and after 7/24/2019 per the below-noted City Hall hours of operation.

Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the RFQ arrives on time at the designated place. Late responses will not be considered and will be rejected and returned.</i>
RFQ Format:
Submit one (1) sealed RFQ package; it must be marked with the solicitation title and number and must be original. A digital copy of the entire RFQ must also be submitted.
In an effort to reduce waste, please DO NOT USE 3-RING BINDERS.
Responses must be sealed and marked with the solicitation title and number.
All RFQs must include all forms listed in the Offerors Checklist (and all documents included or referenced in Sections 2.0 - 3.0). If all required documents are not present, the RFQ may be deemed non-responsive and may result in disqualification of the RFQ unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.
The Offeror's authorized official(s) must sign all required RFQ forms.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.

1.2 RFQ Schedule

Key dates for this Request for Qualifications:	
RFQ Issued	7/24/2019
Deadline for Submitting Questions to RFQ	8/7/2019 by 12PM ET
RFQs Due	8/14/2019 at 2:00PM ET
Anticipated Contract Award	9/1/2019
Est. Contract Commencement Date	10/1/2019
Est. Contract Completion Date	9/30/2022

Responses must be delivered by 9/1/2016 11AM to:	City of Somerville Purchasing Department Attn: Michael Richards, Assistant Purchasing Director 93 Highland Avenue Somerville, MA 02143
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1.3 Submission Instructions

Please submit *one sealed RFQ submittal package* with the following contents and marked in the following manner:

Contents of Sealed RFQ Package	Marked As
Shall include (1) original and one (1) copy, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: RFQ # On-Call Engineering Services for Various Public Works Projects
Please send the complete sealed package to the attention of :	Michael Richards, Assistant Purchasing Director Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

1.3.1 Submittal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Promotional and/or advertising materials are not wanted and will not be considered as meeting any of the requirements of this RFQ. All information in the RFQ should be organized and presented as directed below. Your RFQ response should contain all forms outlined in the Offerors Checklist (Section 3.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

Elaborate format and binding are neither necessary nor desirable. All submittals will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All binders will allow for easy removal and replacement of pages.

1.3.2 Content of RFQ Submittal Package

Each Offeror must furnish all requested information in the formats specified by the RFQ.

Letter of Transmittal

Each submittal must include a letter of transmittal that clearly states how the Offeror understands the on-call engineering role as outlined in this RFQ. The letter shall be signed by an authorized representative of the prime consultant and not more than two individuals authorized to negotiate and sign a contract with the City on behalf of the prime consultant. The transmittal letter should not exceed two pages in length. Such letter shall contain a statement that the Offeror has read, understands, and will comply with the requirements and conditions contained in this RFQ.

Addendum No. 1 to RFQ 20-05



CITY OF SOMERVILLE, MASSACHUSETTS
Department of Purchasing
JOSEPH A. CURTATONE
MAYOR

To: All Parties on Record with the City of Somerville as Holding RFQ 20-05
On-Call Engineering Services for Various Public Works Projects

From: Michael Richards, Assistant Purchasing Director

Date: August 12th, 2019

Re: Answer Questions

Addendum No. 1 to RFQ 20-05

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

The attached addendum answers all questions received during the Q/A period. The deadline for submissions remains unchanged – sealed proposals are to be delivered to the address below by **2:00pm Wednesday August 14th**.

NAME OF COMPANY / INDIVIDUAL: Hazen and Sawyer

ADDRESS: 24 Federal Street

CITY/STATE/ZIP: Boston, MA 02110

TELEPHONE/FAX/EMAIL: (617) 574-4747, (617) 574-4799, fayette@hazenandsawyer.com

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 X #2 _____ #3 _____ #4 _____



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: 
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: Hazen and Sawyer

Date: August, 13, 2019

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: 
(Duly Authorized Representative of Vendor)

Name of Business or Entity: Hazen and Sawyer

Social Security Number or Federal Tax ID#: 13-2904652

Date: August, 13, 2019

Quality Requirements Form

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 3, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

QUALITY REQUIREMENTS		YES	NO
1.	Project Principle must be a Licensed Site Professional, Surveyor or Massachusetts Registered Professional Engineer licensed in the appropriate discipline.	X	
2.	Project Manager must be a Massachusetts Registered Professional Engineer and experienced in all aspects of the appropriate engineering discipline.	X	
3.	Project Professional must have experience working in Massachusetts providing engineering and other related professional services on municipal projects.	X	
4.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		X

In order to provide verification of affirmative responses to items 1 through 3 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Hazen



The City of Somerville, MA

Proposal

On-Call Engineering Services for Various Public Works Project

RFQ No. 20-05 | August 14, 2019

1. Corporate Profile

Hazen is a firm with deep roots of technical excellence, a culture of client commitment, and national resources to support our local knowledge. We have specialized expertise in planning/design/construction of water, wastewater, and stormwater infrastructure, as well as asset management planning/implementation.

Strongly established in New England, and one of the nation’s top engineering firms, the Hazen team offers the City a full-service firm with local knowledge and deep resources encompassing every relevant discipline required to successfully provide comprehensive solutions. Hazen is a mid-size firm offering the best qualities of a small local firm and a national company. Hazen has over 1,100 professionals in over 50 Cities, providing our local management team with access to industry-leading expertise in every discipline, on every project. Hazen’s “no bureaucracy” approach enhances responsiveness to client needs and allows for unfettered access to our national experts and deep resources. This ensures the City that our project management team will receive the support and resources necessary to meet all of the City’s expectations. Our Boston and Manchester Office Manager, Frank Ayotte, Regional Manager, Rich Peters, and President, Charles Hocking, will work in concert to support this project. Hazen is committed to our clients; we will be committed to the City.



Hazen Services

Hazen provides expertise in all areas of water and wastewater engineering, including CSO evaluations/design/ implementation, hydraulic analyses, conveyance design, permitting, and water quality impact analysis. Not only are Hazen’s staff experts in all things water, but our support disciplines are experts in designing and constructing all things water. Hazen provides a full-service staff for all aspects of water and wastewater projects. We provide comprehensive engineering services to meet the needs of our clients, including conceptual and detailed planning, modeling, design, regulatory assistance, cost estimating, bid assistance, and construction phase

services. As an equal opportunity employer, the Hazen team is comprised of a diverse staff of technical experts that also represent all relevant engineering disciplines.

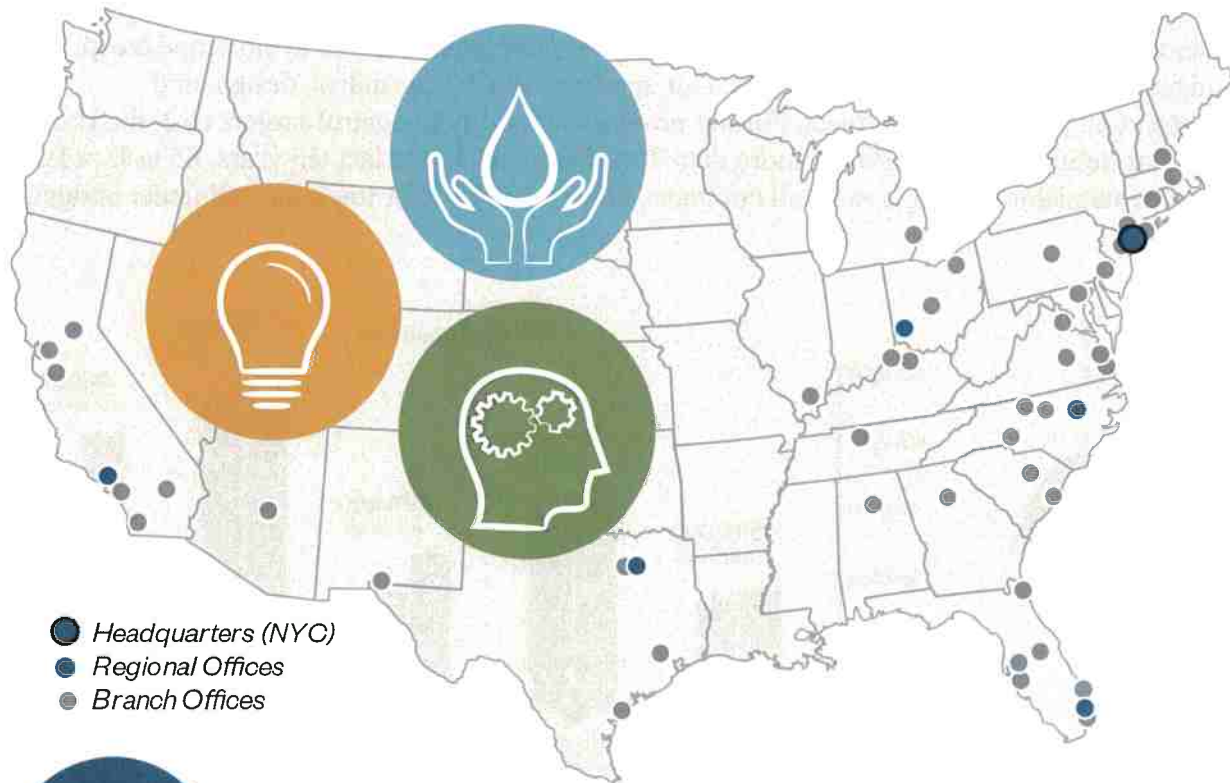
Boston-based management team backed by **150+** regional multidisciplinary staff for responsive service.



● Hazen's local office locations

Hazen's Boston and Manchester Offices Offer Local Knowledge and Responsiveness

The Project will be managed from our Boston office with core staff being located in both our Boston and Manchester offices. Both of these offices are managed by our proposed Project Director, Frank Ayotte, PE, who will ensure the City is provided with the quality of services and resources needed to execute successful projects. Both our Manchester and Boston offices are within one hour of the City. Our core team will work seamlessly with our national experts and support disciplines. Our flat organization structure allows us to bring the best in the industry to our clients, regardless of office location.



Hazen is committed to maintaining its position as one of the leaders of advanced water and wastewater technologies, as evidenced in our top Engineering News Record (ENR) ranking.

2. Project Management Approach

Our familiarity and relationship with our clients, coupled with our experienced and efficient local design and management staff, has allowed us to repeatedly deliver high-quality work below our budgeted price.

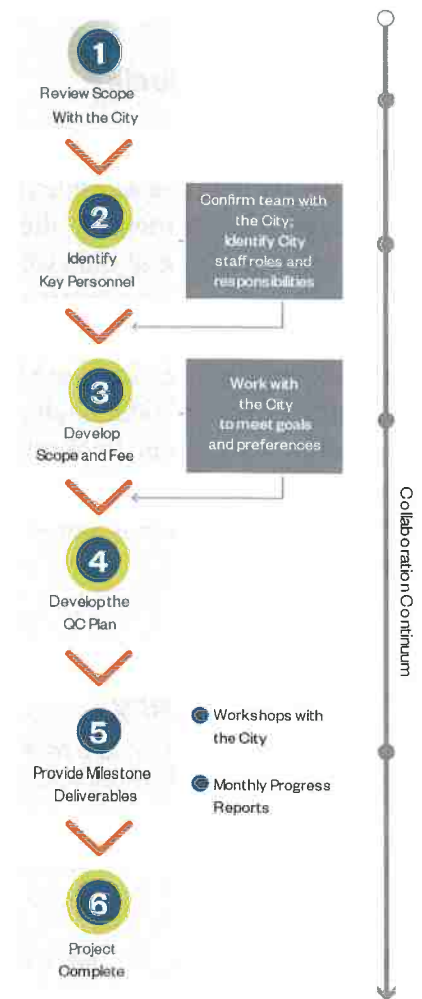
Controlling Project Cost. Our suite of project management tools and approaches have allowed us to deliver projects for a variety of clients and a diverse set of project types, on budget and schedule, while minimizing scope creep. The core of our successful approach is based on frequent communication. This will be achieved through conference calls as well as in-person meetings, to ensure the Hazen-Somerville team is well coordinated. We will develop a work plan that serves as a guideline for all team members. The work plan includes information such as the identification of all team members, their contact information, and roles. It also contains a communication plan, a detailed summary of all the tasks, and identifies team members responsible for those tasks. The work plan is a living document that will be updated throughout the project. We track project budgets monthly using detailed “estimate to complete” analyses and are able to respond proactively to any negative trends in budget performance. Our one-page dashboard that we often use on these types of contracts is a powerful tool that allows our Project Managers and clients to view and digest critical scope, budget, and schedule data in a matter of minutes. This methodology will promote efficiency and provide transparency among the Hazen-Somerville team. We adhere to our Corporate Project Manual, which governs our everyday attention to project details. This document was developed specifically to avoid scope creep, budget issues, and schedule derailments. Our approach applies to studies, design, and construction phases of any project. Further proving our ability to control project cost, the Hazen team has delivered to the MWRA more than 70 assignments in the last ten years, 65 task orders and five standalone projects, with all contracts, either completed or tracking well under budget.



Controlling Project Schedule

Hazen’s approach to keeping projects on schedule focuses on the efficient use of technology and open lines of communication to ensure projects are delivered on time. Hazen uses a variety of software tools (e.g., Primavera, MS Project, etc.) to quantitatively track and manage tasks and sub-tasks and evaluate critical path items. In addition, for all projects and tasks, internal communication with project team members is ongoing throughout the evaluation, design and construction process, with project team meetings generally occurring on a weekly basis, and more often if needed. In addition, external communication with client team members is ongoing throughout the project, via telephone, email, and web-based or in-person meetings, with meetings for most tasks occurring biweekly or monthly, depending on the specific project. Ensuring open lines of communication between the Hazen team and the City will ensure information is shared freely, and that the City is informed of all major decisions throughout the project, enabling efficient, on-time delivery of the project.

Communication strategies vary from project to project, but they are the cornerstone to tracking project progress and keeping each task on track. While software tools can’t replace frequent team member communication, they help quantify risks and evaluate milestone paths. The flow of information is critical to managing risk, whether that risk is budget, schedule, community, or safety-related. We have developed methodologies for keeping our clients informed on project issues in real-time as well as systems for the review, analyses, and assessment of identified risks so that strategies for elimination or mitigation can be developed.



Quality Assurance/Quality Control Standards

Quality control and quality assurance are fundamental to Hazen’s culture. To ensure a successful project, Hazen (and our team members) will be required to adhere to our corporate Project Quality Assurance Plan throughout the project. A plan for QA/QC in the form of a memorandum will be developed at project startup as part of the project work plan. The plan will include review milestone dates, review periods, and personnel assigned to the review process. QA/QC checks will be performed by in-house experts in the appropriate discipline(s). The Project Manager performs a final QA/QC review of all deliverables prior to submission. We believe that quality is

both a management responsibility and a technical responsibility. It is approached and implemented from a team perspective; our QA/QC process is proactive, not reactive, so quality is ensured at all stages.

Schedule and Quality

Hazen has delivered several expedited task orders to MWRA, including a full independent cost estimate for screening improvements to the DeLauri Pump Station. Shortly before general bids were expected, Hazen received a request to provide an independent construction cost estimate for the project. Our team produced a draft estimate within four days, meeting MWRA’s requested schedule. The low bidder submitted a total bid of \$1.33 million just under our final estimate of \$1.43 million, demonstrating Hazen’s ability to engage the resources needed and provide unparalleled responsiveness without sacrificing quality.

Proven Delivery

*From the Boston Water and Sewer Commission
Lower Stony Brook Green Infrastructure Project*

GI Design TM	Completed on schedule
Site Suitability TM	■ 1 day ahead of schedule
Existing Info TM	■■■■■■■■■■ 9 days ahead of schedule
Area Assessment TM	■■■■■■■■■■■ 10 days ahead of schedule

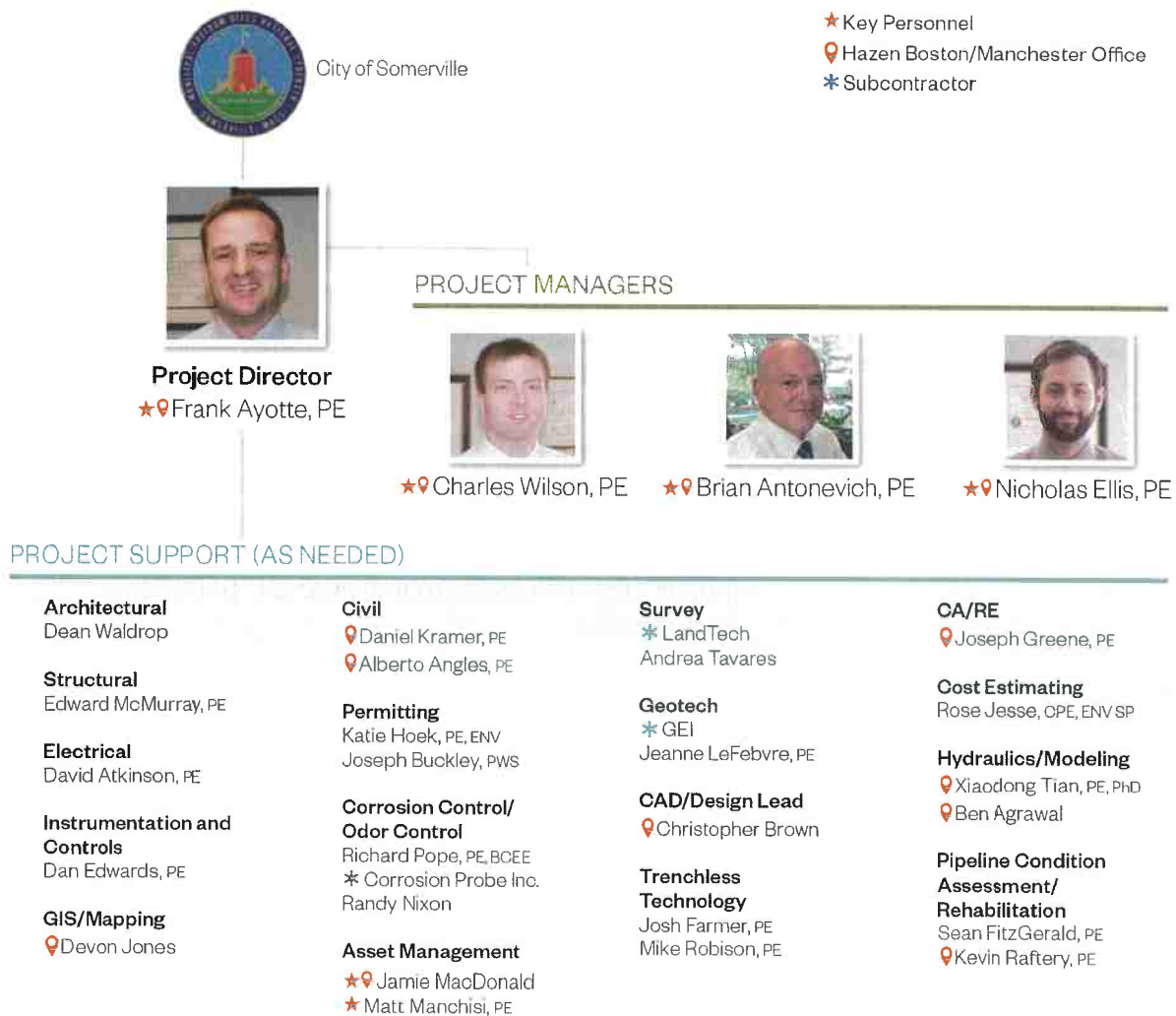
QA/QC Process



3. Project Team Key Personnel

On-call contracts require quick turnarounds and efficient work to ensure that project goals are met and high-quality work is delivered. Hazen has assembled a team of local and national experts and subcontractors that will ensure we can meet and exceed the City’s requirements for project delivery. Our local project director and project management team have extensive experience executing on call contracts, and the technical expertise to deliver all facets of water, wastewater, stormwater, and asset management projects. Our support team includes staff of various specialized disciplines and subcontractors, giving the Hazen team the capabilities and resources to successfully execute any task that the City requires.

Organizational Chart





Frank Ayotte, PE, Project Director

Mr. Ayotte will serve as Principal in Charge for the Somerville Engineering Services Contract. He will ensure that the correct staff and resources are in place to complete all work in a timely and efficient manner. With experience in municipal wastewater, CSO, and stormwater management, Mr. Ayotte is a shareholder of the firm, and the Boston office manager, and continues to work on the technical aspects of the projects he manages and can often be found on a construction site. He is responsive and dependable in times of crisis and need for his clients. For example, when the City of Nashua had a pipe failure in the basement of the sludge pumping building at its wastewater treatment facility, Mr. Ayotte was the first person they called for help. He mobilized during the weekend hours, directed and coordinated a dive team to find the issue, and resolve it. Mr. Ayotte has been a trusted advisor for the City of Nashua for over 20 years, as Project Manager on several CSO and pump station projects. He also has worked on facilities planning, sewer separation, CSO and stormwater management projects for the Cities of Boston and Cambridge, MA as well as Manchester, NH. He served as Project Manager for the Sea Street Pump Station Upgrade, which involved the design and construction of a 1.5 mgd pump station in the sensitive and historic Downtown area of Nantucket, with challenges such as narrow and congested project area with high groundwater and flood plain requirements.



Charles Wilson, PE, Project manager

Mr. Wilson is one of three Project Managers proposed for on-call assignments Mr. Wilson has 20 years of experience specializing in stormwater and wastewater collection systems and is Hazen's Northeast Region Conveyance Group Leader. While based in Boston, Mr. Wilson's national experience, coupled with his local knowledge, provides Somerville with a project manager who can think outside the box and provide valuable lessons learned. He has evaluated over 20 million linear feet of sewers throughout his career through sewer system modeling, asset management, flow monitoring, inflow/infiltration studies, hydraulic modeling, and sewer system evaluation surveys. He also has vast experience in sewer and drainage system design, sewer separation, CSO controls and storage, CMOM, and pump station evaluation and design. He served as Project Manager for the MWRA Cambridge Branch Sewer and Technical Advisor on the North Metropolitan Sewer Evaluation project. In both efforts, he was instrumental in delivering the projects below budget and on schedule. In addition to his valuable project experience, Mr. Wilson has worked side by side with Mr. Ayotte for the past 20 years. This strong relationship will be beneficial to Somerville because the Project Director and the Project Manager will be in constant communication throughout each project.



Nicholas Ellis, PE, Project Manager

Mr. Ellis is one of three Project Managers proposed for on-call assignments. Mr. Ellis has over 15 years of experience in evaluation, design, and construction of municipal projects including drinking water treatment plants, wastewater treatment plants, reclaimed water facilities, sewer separation projects, pump station design, field engineering, waste characterization studies and various field investigation campaigns. He has been instrumental in executing recent MWRA task order work for our technical assistance contract (he has been involved in more than 20 task orders thus far). He has also led the technical evaluation of the Nut Island Headworks Odor Control Project and is currently the lead project engineer working on the design of the upgrades to the Nut Island Headworks. He was also the lead mechanical and process design engineer for the Newmarket Well and Water Treatment Facility Project. Mr. Ellis' experience in field investigations, design, resident engineering, and construction administration means he has a broad breadth of experience in all facets of project delivery. He has worked side by side with Mr. Ayotte and Mr. Wilson for more than 14 years and has been managing design and evaluation projects for five years.



Brian Antonevich, PE, Project Manager

Mr. Antonevich has over 30 years of experience in water and wastewater systems design and construction, holding both a master's degree in Environmental Engineering as well as a BS in Construction Management. Mr. Antonevich is currently the project manager for the Carroll Water Treatment Facility On-Call Services contract for the MWRA and has worked on the design of various mechanical upgrades projects at the Carroll WTP and other MWRA facilities as part of that project. Under previous employment, Mr. Antonevich worked on the North Shore, providing design services for upgrades at the Shorewood Road Pump Station in Marblehead, MA, design of water main upgrades on County Road in Ipswich, MA and design of a new groundwater well pump station in Georgetown, MA.



Matthew Manchisi, PE, Asset Management

Mr. Manchisi is Hazen's Northeast Regional Leader for Asset Management and brings over 15 years of experience in planning, designing, and delivering wastewater and stormwater projects throughout the country. He has delivered asset management plans, program management support and CIP development support for clients throughout the northeast, including as the Technical Lead for the City of Keene, NH Stormwater and Wastewater Asset Management Plan project. He has extensive experience in the creation and delivery of comprehensive multi-year master project schedules, project prioritization plans, capital program planning, and resource gap analysis. He will lead Hazen's asset management team under Project Manager Chuck Wilson.



James (Jamie) MacDonald, Asset Management

Mr. MacDonald has more than 20 years of experience in information technology and team leadership. He is Hazen's Application Technology Leader and is responsible for implementing design and collaboration tools used by all disciplines at Hazen. His efforts allow us to understand current and emerging technologies that impact our industry, which helps us to implement the optimal solutions for our clients. Recently he has been on the forefront of Hazen's asset management work, implementing PowerBI and other software solutions to facilitate more efficient analysis and prioritization for various CMOM and program management projects throughout the country and in New England. He has extensive experience creating risk assessment criteria and risk impacted schedules, and asset management plans. He will support Matt Manchisi and Chuck Wilson in asset management tasks.



GEI Consultants

Role: Geotechnical Investigations

GEI provides geotechnical, environmental, water resources, civil design, and construction services throughout the project delivery life cycle. From conceptual planning to permitting, design, engineering, and construction management. GEI Consultants has a long track record of providing geotechnical services for clients throughout Massachusetts and across New England. Their projects have included geotechnical, environmental explorations, testing, and design recommendations.



LandTech Consultants

Role: Surveying

LandTech's full spectrum of land surveying services span from conventional surveying methods utilizing robotic equipment to high definition 3D laser scanning and unmanned aerial vehicles (UAVs) that provide civil engineering and documentation services that improve the accuracy and delivery of complex plans and models. LandTech field teams and office staff are constantly trained to utilize the latest equipment and methods for the most cost effective and accurate solutions for its clients. Landtech also has extensive experience providing surveying services in communities throughout Massachusetts.



Corrosion Probe Inc. (CPI)

Role: Corrosion Evaluation

CPI is a national leader in corrosivity analyses and is capable of providing a full suite of field and laboratory analysis of systems ranging from buried sewer pipe to FRP ductwork. In addition, Corrosion Probe has the capability to provide design services for anti-corrosion systems, including cathodic protection systems for buried pipe. CPI has teamed with Hazen on numerous projects throughout the northeast.

Appendix B

Cost Details

- Service rate(s): Per Details Below**
- Supply rate(s): Per Details Below**
- Payment upon completion of deliverables: Per Details Below**
- Fixed fee: Per Details Below**
- Other: Per Details Below**

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

As the City identifies and prepares scopes of work for specific public works engineering projects and tasks, the City will invite pre-qualified on-call engineers to submit project specific proposals and fees. The City will evaluate these project-specific proposals and award the specific project(s) to the most highly advantageous oncall engineer(s) based on a project-specific evaluation of fees and best fit for the project in accordance with the comparative criteria in this RFQ. Task Orders will be assigned for each project and attached to each requisition. A sample task order is included herein.

APPENDIX A

to

ON-CALL ENGINEERING CONTRACT GENERAL CONDITIONS

Sample Form of Notice for Specific Projects / Notice for Task Order

The Scope of Services for particular Projects (“Project,” or “Task Order”) shall be prepared in writing and appended to each purchase order under this contract. Each individual Project shall be separately numbered as Task Order-1, Task Order-2, and so forth. The Scope of Services for an individual Project or Task Order shall include the following information:

Basic Services:

Specify whether the work on the given Task Order is included as Basic Services per Article 3 of General Conditions.

Additional Services:

Specify such services, if any, as described in Article 4 of General Conditions.

Compensation:

If hourly, include hourly rates for all key personnel and consultants.

If fixed fee, specify whether paid:

- in one lump sum upon completion of services
- in monthly progress payments
- at the end of each task or phase (allocate dollar amount to each task or phase)

Date(s) of Services:

Include all important dates in project schedule, as applicable.

Personnel:

Names, titles, registration numbers (if applicable), and hourly rates (if not specified elsewhere) of the Design Professional’s principal(s) and key personnel (link names to titles and hourly rates)

Firm names, individual names, titles, registration numbers (if applicable), and hourly rates or other specified compensation of the Design Professional’s consultants

Names of consultants provided by the City, if applicable

Signature Blocks for City’s Authorized Representative, and Design Professional’s Authorized Representative

APPENDIX B

Appendix D: Base Fee Schedule

Base Fee Schedule	
Staff Category	Direct Rate
Vice President	\$80.00
Associate Vice President / Project Director	\$75.00
Senior Associate / Project Manager	\$65.00
Associate	\$52.00
Senior Principal Engineer	\$40.00
Principal Engineer	\$35.00
Engineer	\$30.00
Clerical	\$20.00

Hourly rates shown above are average direct labor rates and may vary based on specific individuals assigned to each project/task order.

Appendix C
Forms



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: October 30, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,

HAZEN AND SAWYER, P.C.

a corporation organized under the laws of

NEW YORK

on **June 16, 1977** was qualified to do business in this Commonwealth on

March 06, 1996 under the provisions of the General Laws, and I further certify that said corporation is still qualified to do business in this Commonwealth.

I also certify that said corporation is not delinquent in the filing of any annual reports required to date.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19100671380

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. GENERAL LIABILITY - Comprehensive Form

Bodily Injury Liability.....\$ One Million

Property Damage Liability.....\$ One Million

B. PROFESSIONAL LIABILITY.....\$ 1,000,000.00

C. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

D. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
c/o Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2019

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.

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.

Table with PRODUCE and INSURED sections. Includes contact information for Ames & Gough and Hazen and Sawyer, and a table of insurers (A-F) with their names and NAIC numbers.

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.

Main table listing insurance coverages (A, B, C), including Commercial General Liability, Automobile Liability, Workers Compensation, and Professional Liab. Columns include LTR, Type of Insurance, Policy Number, Policy Eff, Policy Exp, and Limits.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: ON CALL ENGINEERING SERVICES FOR PUBLIC WORKS PROJECTS, SOLICITATION NUMBER RFQ 20-05: PROFESSIONAL ENGINEERING CONSULTING SERVICES ON AN "AS-NEEDED" BASIS FOR TASKS IN VARIOUS CIVIL ENGINEERING DISCIPLINES INVOLVING DESIGN OF SMALL PUBLIC WORKS PROJECTS

The City of Somerville is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance...

Table with two main sections: CERTIFICATE HOLDER (City of Somerville) and 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).



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

**STATEMENT OF MANAGEMENT
For Contracts over \$100,000**

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this 4th day of November, 2019

On behalf of Hazen and Sawyer

(Name of Successful Bidder)

498 Seventh Avenue, New York, New York 10018 212-539-7077

(Address and telephone of Successful Bidder)

William Crayon, Chief Financial Officer

(Name and title of person signing statement)

By: 
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

In accordance with M.G.L. 30, Section 39R I, Joseph C. Ferreira a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the above referenced successful bidder's financial statements.


(Signature)

Albrecht, Viggiano, Zureck and Company, P.C.

25 Suffolk Court, Hauppauge, NY 11788

(631) 434-9500

(Business name, address and telephone number)



SOMERVILLE ORDINANCE TO SAFEGUARD VULNERABLE ROAD USERS
CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

Prospective contractors must familiarize themselves with the City of Somerville’s Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
 - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.
 - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
 - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor’s phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
 - a. Inspection stickers are not transferable.
 - b. Any major overhaul of safe guard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
 - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
 - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Fleet Superintendent Ron Bonney at rbonney@somervillema.gov or at (617) 625-6600, ext. 5524.

Acknowledgement

In accordance with Sec. 12-119 “Requirements” in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

FRANK AYOTTE PE 11/6/19
Authorized Signatory’s Name Date

HAZEN AND SAWYER
Company Name

I certify that the Ordinance does not apply to this contract for the following:

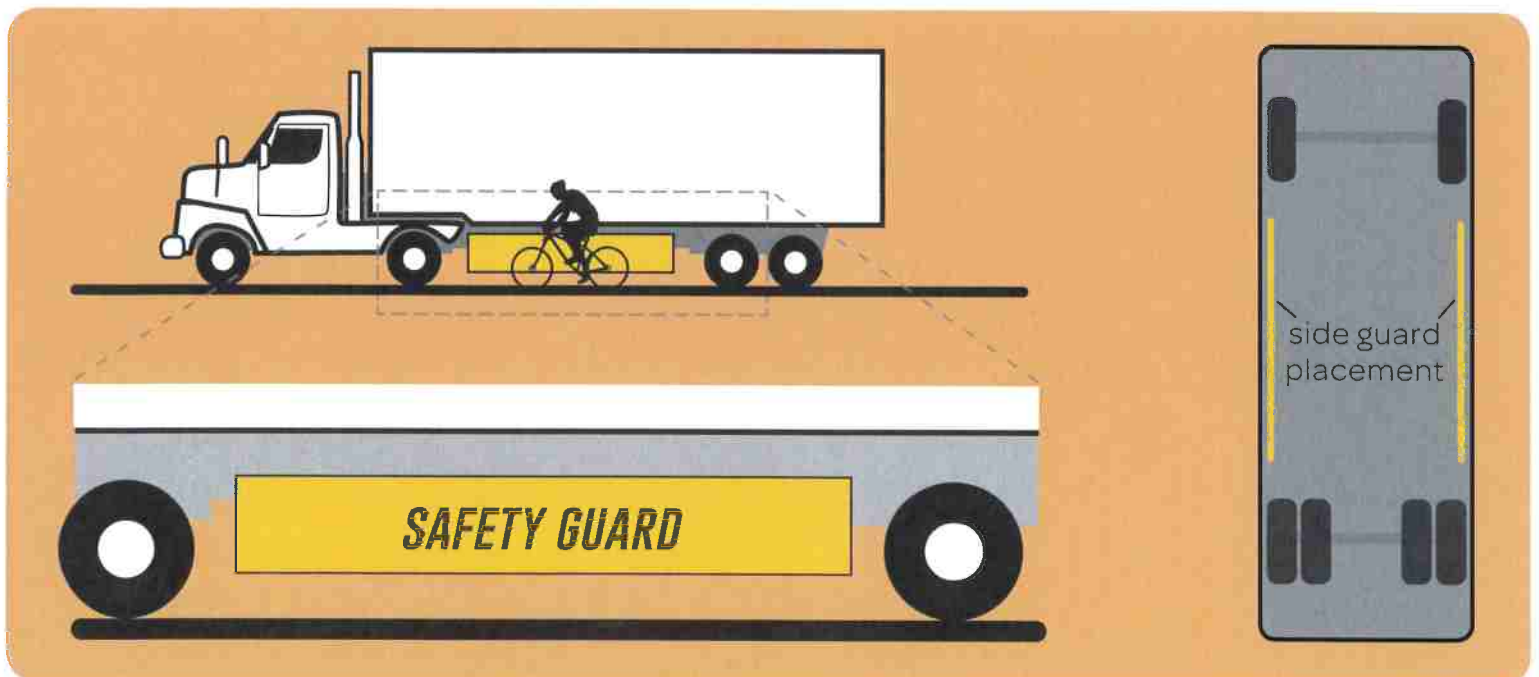
- Vehicles do not meet or exceed Class 3 GVWR Vehicles do not exceed 15 MPH No vehicles on project
- Other: _____



CITY OF SOMERVILLE TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.



Questions about inspections?

Please contact the Fleet Superintendent, Ron Bonney, at:
RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524.

ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in front of or alongside of the vehicle.



CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be "safety yellow" in color and include language or images that warn of blind spots.

COMMON QUESTIONS

WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

CAN TOOL BOXES BE USED AS SIDE GUARDS? Yes, as long as the tool box meets all of the required measurements in the ordinance.

IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED? Yes.

DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED? Yes.

WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS? Yes, depending on the availability of inspectors and the distance to the site.

REGISTER FOR AN INSPECTION

Email inspection forms to: FleetInspections@SomervilleMA.gov

Questions about inspections? Please contact the Fleet Superintendent, Ron Bonney, at:

RBonney@SomervilleMA.gov or (617) 625-6600, ext. 5524



**Certificate of Authority
(Corporations Only)**

Instructions: Complete this form and sign and date where indicated below.

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of
Hazen and Sawyer

(Insert Full Name of Corporation)

2. I hereby certify that the following individual Francis Ayotte
(Insert the Name of Officer who Signed the Contract and Bonds)


is the duly elected Associate Vice President
(Insert the Title of the Officer in Line 2) of said Corporation.

3. I hereby certify that on April 26, 2019
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

Francis Ayotte Associate Vice President
(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

of this corporation be and hereby is authorized to make, enter into, execute, and deliver contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

4. **ATTEST:** 
Signature: _____
(Clerk or Secretary)

Printed Name: Richard E. Peters

Printed Title: Vice President and Secretary

Date: October 31, 2019

(Date Must Be on or after Date Officer Signed Contract/Bonds)

AFFIX CORPORATE SEAL





SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: **\$10,000**. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a "Living Wage" (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP's, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of 7/1/2019 "Living Wage" shall be deemed to be an hourly wage of no less than **\$15.00** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form: _____
Contract Number: 20-05

CITY OF SOMERVILLE

Rev. 04/18/2019

security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature: 
(Duly Authorized Representative of Vendor)

Title: Associate Vice President

Name of Vendor: Hazen and Sawyer

Date: August 13, 2019

INSTRUCTIONS: PLEASE POST

**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2019 is \$15.00 per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Hazen and Sawyer</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>5 Address (number, street, and apt. or suite no.) See instructions. 498 Seventh Ave. 11th Floor</p> <p>6 City, state, and ZIP code New York, NY 10018</p> <p>7 List account number(s) here (optional)</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) 5</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p>Requester's name and address (optional)</p>
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Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; height: 20px;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> <td style="width: 10%;"> </td> </tr> </table>										
or											
Employer identification number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">1</td> <td style="width: 10%;">3</td> <td style="width: 10%;">-</td> <td style="width: 10%;">2</td> <td style="width: 10%;">9</td> <td style="width: 10%;">0</td> <td style="width: 10%;">4</td> <td style="width: 10%;">6</td> <td style="width: 10%;">5</td> <td style="width: 10%;">2</td> </tr> </table>	1	3	-	2	9	0	4	6	5	2
1	3	-	2	9	0	4	6	5	2		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 7/15/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- **Form 1099-A (acquisition or abandonment of secured property)**
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

19 NOV 29 AM 10:29
AUDITING DEPT.

19 DEC 26 AM 11:23
AUDITING DEPT.