



Agreement for OPM Services Between the City of Somerville and Colliers International

CONTRACT NAME: **Owner's Project Management (OPM) Services for Design and Construction of New Public Safety Facility**

This Contract, numbered 200330, 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"):

Vendor Name:	Colliers Project Leaders USA NE, LLC		
Vendor Address:	135 New Road, Madison, CT 06443		
Vendor Contact Name, Email, & Tel./Fax #:	Kenneth J. Guyette	ken.guyette@colliers.com	
	860-395-0055 ext.183		
Design Professional Type:	Owner's Project Manager		
Contract Amount:	\$ 1,275,750.00	Not to Exceed	Amount
Purchase Order #:	20206507		
Contract Term:	5/1/2020	through	4/30/2023
Term:	The term of this Contract shall commence on 5/1/2020 and shall end on 4/30/2023 ("Term").		
Procurement Type:	Request for Qualifications under MGL c. 149, 44A1/2 (RFQ #20-30)		
Contracting Department:	Capital Projects & Planning	Project Manager:	Fred Massaro
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 Owner's Project Management Contract General Conditions, and Supplemental Conditions if they apply, as set forth within the attached hereto, made part hereof.</p> <p style="text-align: center;"><input 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 style="text-align: center;">06-1468602</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: <u>Exec. Managing Director</u>; 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>		

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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 type="checkbox"/> Vulnerable Road Users Ordinance |
| <input checked="" type="checkbox"/> Somerville Living Wage | <input checked="" type="checkbox"/> Certificate of Good Standing |
| <input checked="" type="checkbox"/> Statement of Management | <input checked="" type="checkbox"/> Standard Designer Application Form |
| <input checked="" type="checkbox"/> Bid Package Documents | <input type="checkbox"/> Campaign Contribution Disclosure Form |
| <input checked="" 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 28th day of April, 2020

VENDOR

X  Vendor Signature (Duly Authorized):	Date Signed: 4/30/2020
	Print Title: Executive Managing Director
Print Name: Jonathan Winikur	

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$1,275,750.00 and that an unencumbered balance of \$1,275,750.00 is available for the current fiscal year of this contract. I further certify that a sum of \$1,275,750.00 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	X  Joseph A. Curtatone, Mayor
X  Angela M. Allen, Purchasing Director	X  Approved as to form: Francis X. Wright, Jr., City Solicitor
X  Richard E. Raiche, PE, PMP, Director of IAM	

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**OWNER'S PROJECT MANAGEMENT SERVICES GENERAL CONDITIONS
CITY OF SOMERVILLE, MA**

The City and the Owner's Project Manager 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. APPROVAL – a written communication from the City approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner's Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

1.2.2. ARCHITECT/ENGINEER – herein also referred to as the **DESIGNER** -- the person or firm with whom the City has contracted to perform the professional designer services for this Project.

1.2.3. BASIC SERVICES – the minimum scope of services to be provided by the Owner's Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

1.2.4. CERTIFICATE OF FINAL COMPLETION – the form which contains the certification of the Designer, OPM and the City that the Project has reached Final Completion.

1.2.5. COMMISSIONING CONSULTANT – a person or firm which may be engaged by the City to provide building commissioning services, including advisory services during design and construction.

1.2.6. CONTRACT – this Contract, inclusive of all Attachments, between the City and the Owner's Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

1.2.7. CONTRACTOR or GENERAL CONTRACTOR – the person or firm with whom the City has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§44A-44J.

1.2.8. EXTRA SERVICES – services requested by the City to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services.

1.2.9. FEE FOR BASIC SERVICES – the fee to be paid to the Owner's Project Manager for satisfactorily performing, in the City's sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner's Project Manager is entitled pursuant to Articles 9 and 10.

1.2.10. FINAL COMPLETION – The work has been completed in accordance with the Construction Contract Documents.

1.2.11. GENERAL LAWS – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

1.2.12. NOTICE to PROCEED – the written communication issued by the City to the Contractor authorizing the Contractor to proceed with the services specified in the construction contract and establishing the date for commencement of the contract time.

1.2.13. OWNER'S PROJECT MANAGER – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

1.2.14. PHASE – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

1.2.15. PRINCIPALS – the owners and/or officers of the Owner's Project Manager who are actively involved in the management of the Project.

1.2.16. PROJECT – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair, if any, as defined in the Project Scope and Budget Agreement or Project Funding Agreement .

1.2.17. PROJECT BUDGET – a complete and full enumeration of all costs of the Project.

1.2.18. PROJECT DIRECTOR – the employee of the Owner's Project Manager who has been designated in writing by the Owner's Project Manager as its authorized representative, as approved by the Owner, pursuant to the requirements of M.G.L. c.149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an "owner's project manager" and 963 CMR 2.00 et seq., and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

1.2.19. PROJECT REPRESENTATIVE – the employee or a Sub-consultant of the Owner's Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

1.2.20. PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project.

1.2.21. REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services requested by the Owner to be performed by the Owner's Project Manager or the cost of expenses paid by the Owner's Project Manager that are reimbursable pursuant to the provisions of Article 10.

1.2.22. SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

1.2.23. SUBCONSULTANT – any individual, company, firm, or business having a direct contractual relationship with the Owner's Project Manager, who provides services on the Project.

ARTICLE 2

RELATIONSHIP OF THE PARTIES

2.1 The Owner's Project Manager shall act as an independent contractor of the City in providing the services required under this Contract.

2.2 The Owner's Project Manager warrants and represents to the City that it has fully, completely and truthfully represented the qualifications and skills of the Owner's Project Manager, its Sub-consultants, agents, servants and employees in the proposal submitted by the Owner's Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner's Project Manager, its Sub-consultants, agents, servants and employees.

2.3 The Owner's Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner's Project Manager's profession on projects of similar size, scope and complexity as is involved on the Project. The Owner's Project Manager's services shall be rendered in accordance with this Contract.

2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design

criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.

2.5 The Parties hereto agree that the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, Subcontractors, or the agents or employees of the Contractor, CM at Risk, Subcontractors, the Designer, the City or the Commissioning Consultant.

2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor for the proper performance of their obligations pursuant to their respective contracts with the City.

ARTICLE 3 RESPONSIBILITIES OF THE OWNER

3.1 The City shall designate an individual or individuals who shall have the authority to act on behalf of the City under this Contract and who shall be responsible for day-to-day communication between the City and the Owner's Project Manager.

3.2 To the extent such data is available, the City shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the City in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4 RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the C i t y when respective contractual requirements are not being fulfilled.

4.2 The Owner's Project Manager shall perform the services required under this A g r e e m e n t in conformance with applicable federal, state, and local laws, by-laws and regulations.

4.3 The Owner's Project Manager shall report to the City any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor.

4.4 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Sub-consultants,

and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Sub-consultants, listed in Attachment B, shall take place without the prior written approval of the City, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The City shall have the right to approve any substitution or replacement or change in status for the persons or Sub-consultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the City, the Owner's Project Manager shall consult with the City to resolve any situation in which the City determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The City shall have the right to direct the removal of any such person or consultant. No act or omission of the City made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.

4.5 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.

4.6 The Owner's Project Manager shall be and shall remain liable to the City for all damages incurred by the City as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5 SUBCONSULTANTS

5.1 The Owner's Project Manager shall not employ consultants, sub-consultants, sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval of and written consent of the City. The employment of Sub-consultants shall not in any way relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the City's approval of a Sub-consultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

5.2 Upon request, the Owner's Project Manager shall provide the City copies of its agreements with Sub-consultants, including amendments thereto, and shall consult with the City with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Sub-consultants.

5.3 The OPM shall be responsible for all compensation to be paid to a sub-consultant. No Sub-consultant shall have recourse against the City for payment of monies alleged to be owed to the Sub-consultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Sub-consultants language so providing.

5.4 All contracts between the Owner's Project Manager and its Sub-consultants shall include a provision in which the City's rights to initiate corrective action shall be stipulated

ARTICLE 6 TERM AND TIMELY PERFORMANCE

6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the City. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the City. The Owner's Project

Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer or Contractor. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor in accordance with schedules of performance that are established under their contracts with the City. The Owner's Project Manager shall immediately advise the City, as well as the Designer or the Contractor, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's performance is jeopardizing the Project Schedule or the Project Budget.

6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.

6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in this Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the City of the revisions to its services. The City shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7 COMPENSATION

7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the City in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The City shall make payments to the Owner's Project Manager within 30 days of the City's approval of the invoice, which approval shall not be unreasonably withheld or delayed.

7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and re-solicitation of proposals, bids, or qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the City as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager. The OPM shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the OPM in the preparation of the bid documents as reasonably determined by the City.

7.3 When the Owner's Project Manager receives payment from the City, the Owner's Project Manager shall promptly make payment to each Sub-consultant whose work was included in the work for which such payment was received. The City shall have the contractual right to investigate any breach of performance of a Sub-consultant and to initiate corrective measures it determines are necessary and in the best interest of the City. All contracts between the Owner's Project Manager and its Sub-consultants shall include a provision in which the City's rights to initiate corrective action shall be stipulated.

7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the City of the Certificate of Final Completion and submission of

evaluations.

ARTICLE 8 BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

8.1 PROJECT MANAGEMENT (For All Phases)

8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (City, Owner's Project Manager, Designer, Contractor, Subcontractors, and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor submittal logs, change order reporting logs and other tracking logs, as needed. A draft of the communication plan shall be submitted to the City for approval within 30 days of the Approval to proceed with the Contract and be further updated (a) as needed to include the award of Construction Contract(s) and no later than 30 days after approval to proceed to the Construction Phase of the Project. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.2 The Owner's Project Manager shall attend meetings with representatives of the City, and attend neighborhood meetings relating to the Project. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the City.

8.1.3 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and supplier and make recommendations to the City relative to amounts due.

8.1.4 Project Control. This section of the standard agreement is not used for this project.

8.1.5 Project Budget The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the City, which will be submitted to the City for approval. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, and other cost information to this Project Budget and identify and report all variances to the City. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report. The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the City for approval.

8.1.6 Cost Estimating The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase, when required by the City, or, at the request of the City, shall review the Designer's cost estimates at each Design Phase (schematic and construction). If the City requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the City of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the City appropriate revisions to the scope of work.

8.1.7 Project Schedule The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the City, which shall be submitted to the City for approval. The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the City for approval.

8.1.8 Construction Schedule The Contractor shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the Contractor and Designer to review and update its schedule, develop the monthly progress information to support the Contractor's payment estimate, and monitor the Contractor's performance for compliance

with its contract.

8.1.8.1 The Owner's Project Manager shall notify the City of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the City relative to the actions that should be taken by the Contractor and/or advise the City when liquidated damages, if included in the construction contract, are anticipated to be incurred.

8.1.9 Monthly Progress Report The Owner's Project Manager shall submit to the City a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the City and shall describe work performed by all project participants (OPM, Designer, and Contractor) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's safety performance, Designer's QA/QC, Contractor's compliance, community issues, Designer and Contractor's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.10 MBE/WBE Compliance Monitoring (All Phases) The Owner's Project Manager shall monitor and report on the Designer's and Contractor's compliance with MBE/WBE requirements.

8.1.11 Site Investigations and Environmental Testing Prior to Designer Selection, the Owner's Project Manager shall assist the City in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination whether or not any additional services or testing need to be performed shall rest with the City or Designer.

8.1.12 Project Records and Reports (All Phases) The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the City-Owner's Project Manager, City-Architect/Engineer and the City-Contractor including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the City in responding to any public records request received by the City.

8.2 FEASIBILITY STUDY/SCHEMATIC DESIGN PHASE

8.2.1 Feasibility Study This section of the standard agreement does not apply to this project.

8.2.2 Design Monitoring The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and assist the City in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's drawings. The Owner's Project Manager shall:

- a. Review Designer's cost estimates and, if required by the City, prepare independent construction cost estimates as provided in Section 8.1.6 of this Contract for comparison with the Designer's cost estimates.
- b. Work with the City and Designer to prepare the Project Schedule.

8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the City. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.

8.2.2.2 The Owner's Project Manager shall lead design coordination meeting between the Designer and the City to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the City.

8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.

8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the City when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the City are not being fulfilled.

8.2.2.5 The Owner's Project Manager shall meet with the City, Designer and other project participants as necessary.

8.2.2.6 The Owner's Project Manager shall assist the City with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase.

8.3 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the City, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

8.3.1 Change Order Administration

8.3.1.1 Review all Contractor proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare independent cost estimate analysis with associated schedule impact.

8.3.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the Contractor.

8.3.1.3 For all change order requests by the Contractor, make recommendations to the City for acceptance or rejection.

8.3.1.4 Prepare and finalize any documentation required for processing change orders including documentation to support or reject the change.

8.3.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

8.3.2 Claims and Disputes Management

8.3.2.1 Implement a claims management procedure consistent with the construction contract documents.

8.3.2.2 Analyze Contractor claims and propose recommendations to the Owner in support of the City's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the City, and obtain appropriate input from the Designer and/or Contractor.

8.3.2.3 In the event that a dispute arises between the Contractor, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the Contractors' construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the Contractor, Subcontractor, Designer or vendor to the City in writing as soon as reasonably possible.

8.3.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.4 Construction Documents

8.4.1 The Owner's Project Manager shall review the construction documents for quality, cost, and schedule improvements, conciseness and clarity. The Owner's Project Manager shall:

- a. Review Designer's cost estimate pursuant to Section 8.1.6 of this Contract, (One estimate during Task 8.4)
- b. Provide advice, consultation and guidance to the City relative to value engineering recommendations.
- c. Work with the City and Designer to update the construction budget and schedule.

8.4.2 The Owner's Project Manager shall provide advice, consultation and guidance to the City and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.

8.4.3 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost- effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer. The review of the construction documents shall include constructability, operability and bid-ability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification.

8.4.4 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the City relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.

8.4.5 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant, if any, to determine that plans and specifications include the recommendations made in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.

8.4.6 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the City when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the City are not being fulfilled.

8.5 Bidding Phase

8.5.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the advertisement, distribution of bidding documents and solicitation of public bids in accordance with M.G.L. c. 149 §§44A through 44J and other public construction-related statutes. The Owner's Project Manager shall:

- a. Administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
- b. Attend, and assist the City with, all pre-bid conferences and meetings and, assist, if directed by the City.
- c. Attend, and assist the City with, all sub-bid and general bid openings and, assist, if directed by the City.
- d. Review all sub-bids and general bids in conjunction with Designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price. Provide technical guidance to the City relative to its acceptance of bids and determination of bidder responsibility.
- e. Review alternates and make written recommendations as to their acceptance.
- f. If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and make recommendations to the City in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending acceptance of alternates, re- bidding or seeking additional funding from the City.

8.5.2 The Owner's Project Manager shall make recommendations to the City relative to the award of a construction contract.

8.5.3 The Owner's Project Manager shall assist the City in the preparation and execution of the Owner-Contractor Agreement and shall obtain from the Contractor performance and payment bonds, insurance certificates, and all other documents and certificates required for contract execution.

8.5.4 The Owner's Project Manager shall assist the City and the Designer in preparing and sending the Notice to Proceed to the Contractor.

8.5.5 The Owner's Project Manager shall provide the Contractor, Designer, and City with required copies of executed construction contract documents.

8.6 Construction Phase

The Owner's Project Manager shall provide for each of the following activities, from Notice to Proceed of the construction contract to contract close-out for each Project.

8.6.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-Contractor Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or sub-consultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

8.6.2 The Owner's Project Manager shall provide an on-site Project Representative.

8.6.2.1 The Project Representative shall be subject to the approval of the City and the City reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.

8.6.2.2 The Project Representative shall have at least five years' experience in on-site supervision of projects similar in size and complexity to the Project.

8.6.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the Contractor is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the Contractor and continuing until substantial use or substantial completion as determined by the City and thereafter on an, as needed basis, until issuance to the Contractor of a Certificate of Final Completion by the City.

8.6.3 The Owner's Project Manager shall review the Contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The Owner's Project Manager shall submit recommendations for the Contractor's schedule of values to the Owner within forty-five days of the Owner's Notice to Proceed to the Contractor.

8.6.4 The Owner's Project Manager shall review the Contractor's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the Contractor's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.

8.6.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:

8.6.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the Contractor's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the Contractor, pay items, and any observed delays, deficiencies and field problems.

8.6.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the City that summarize the progress achieved, provide a concise description of

problems and include a copy of the daily log.

8.6.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.

8.6.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.

8.6.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by Contractors.

8.6.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the City.

8.6.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications design changes and proposed change orders.

8.6.5.8 The Owner's Project Manager shall prepare responses to Contractor correspondence for the City.

8.6.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.

8.6.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.

8.6.5.11 The Owner's Project Manager shall monitor the Contractor's compliance with federal Davis Bacon prevailing wage requirements and Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§26 to 27H, inclusive including assisting the City in cataloging and filing payroll affidavits.

8.6.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.

8.6.6 The Owner's Project Manager shall monitor the Contractor's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the City when, in the opinion of the Owner's Project Manager, requirements of the Contractor in the Owner-Contractor Agreement are not being fulfilled.

8.6.7 The Owner's Project Manager shall schedule, conduct and prepare minutes of weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall prepare and submit minutes to the City within three business days of the meeting.

8.6.8 Intentionally omitted.

8.6.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the City in accordance with Article 8.1.4.

8.6.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the General Contractor's monthly payment requisitions. The Owner's Project Manager shall review the Designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.

8.6.11 Intentionally omitted.

8.6.12 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The Owner's Project Manager shall coordinate the detailed punch list with the Designer, including a subsequent walk-through with the Designer and the Authority's Commissioning Consultant. The Owner's Project Manager

and the Designer shall then coordinate a walk-through with the City to finalize the punch list. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punch list items.

8.7 Completion Phase

8.7.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.

8.7.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents.

8.7.3 The Owner's Project Manager shall assist the City in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the City for its signature the written evaluation of the Contractor(s) and Trade Subcontractors pursuant to M.G.L. c. 149 § 44D.

ARTICLE 9 EXTRA SERVICES

9.1 General

9.1.1 Extra Services are those services requested by the City to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the City.

9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the City in writing prior to the performance of any Extra Services.

9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.

9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the City, the Owner's Project Manager shall perform any of the following services as Extra Services:

9.2.1 Preparing special studies, reports, or applications at the written direction of the City, other than those specifically required herein as part of Basic Services;

9.2.2 Assisting in the appeals process of permitting boards or commissions;

9.2.3 Rebidding, re-solicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services, and subject to the limitation in Article 7.2;

9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;

9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor;

9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;

9.2.7 Assisting the City in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and

9.2.8 Providing other services requested by the City that are not included as Basic Services pursuant to this Contract.

9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

**ARTICLE 10
REIMBURSABLE EXPENSES**

- 10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Sub-consultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:
10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the City; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.
10.1.2 Any other specially authorized reimbursement deemed essential by the City, in the City's sole discretion, in writing.
- 10.2 Non-Reimbursable Items: The City shall not reimburse the Owner's Project Manager or its Sub-consultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.
- 10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Sub-consultants hired to perform Basic Services under this Contract. If a Sub-consultant hired to perform Basic Services performs Extra Services approved by the City, compensation for such Extra Services shall be made under Article 9.

**ARTICLE 11
RELEASE AND DISCHARGE**

- 11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the City and their employees and agents, from all claims of the Owner's Project Manager and its Sub-consultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the City with, or prior to, the last invoice.

**ARTICLE 12
ASSIGNMENT, SUSPENSION, TERMINATION**

- 12.1 **Assignment** The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the City. Likewise, any successor to the Owner's Project Manager must first be approved by the City before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.
- 12.2 **Suspension** The City may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the City provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.
- 12.3 **Termination** By written notice to the Owner's Project Manager, the City may terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then no further payment shall be due to the Owner's Project Manager beyond the date of termination.

ARTICLE 13

NOTICES

13.1 Any notice required to be given by the City to the Owner's Project Manager, or by the Owner's Project Manager to the City, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the City at the addresses indicated on page one.

ARTICLE 14 INDEMNIFICATION OF OWNER AND AUTHORITY

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the City, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the City to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Sub-consultants.

14.2 For all other claims, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the City, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the City arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any person or Sub-consultants for whom the Owner's Property Manager is responsible under this Contract.

14.3 The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the City under this Contract or at law.

ARTICLE 15 INSURANCE

15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the City under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Sub-consultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the City and the Owner's Project Manager or for such longer period as otherwise required under this Contract.

15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the City.

15.3 The Owner's Project Manager and its sub-consultants, shall submit to the City original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the City prior to the expiration of any of the policies referenced in the certificates so that the City shall at all times possess certificates indicating current coverage. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.

15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Sub-consultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the City under the terms of this Contract.

15.6 The Owner's Project Manager or its Sub-consultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. The City shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 **Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers** The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

15.7.1 Workers' Compensation Insurance in accordance with MGL c152. The policy shall be endorsed to waive the insurer's rights of subrogation against the City.

15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the City. The City shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the City.

15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:

\$1,000,000 Each Person for Bodily Injury;

\$1,000,000 Each Accident for Bodily Injury; and

\$1,000,000 Each Accident for Property Damage.

15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the City and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the City, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 **Professional Liability** The Owner's Project Manager shall maintain professional liability insurance covering errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the City on or before the effective date of this Contract and for a period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the City; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the City pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the City. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000.

In the event that the City terminates this Contract at or before the completion of the Feasibility

Study/Schematic Design Phase “without cause” as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Feasibility Study/Schematic Design Phase and the Contract is not amended to authorize the Owner’s Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the City otherwise elects not to proceed with the Project beyond the Feasibility Study/Schematic Design Phase, either because the City lacks sufficient funding for the Project or for any other reason, the City may, amend this Article 15.8.

15.9 **Liability of the Owner’s Project Manager** Insufficient insurance shall not release the Owner’s Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner’s Project Manager shall bear the risk of any loss if its’ valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

ARTICLE 16 OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by the Owner’s Project Manager pursuant to this Contract (collectively, the “Materials”), other than the Owner’s Project Manager’s administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the City as “works made for hire” or otherwise. The City will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner’s Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the City shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner’s Project Manager. At the completion or termination of the Owner’s Project Manager’s services, all original Materials shall be promptly turned over to the City.

ARTICLE 17 REGULATORY AND STATUTORY REQUIREMENTS

17.1 **Truth-in-Negotiations Certificate:** If the Owner’s Project Manager’s fee is negotiated, by signing this Contract, the Owner’s Project Manager hereby certifies to the following:

17.1.1 Wage rates and other costs used to support the Owner’s Project Manager’s compensation are accurate, complete, and current at the time of contracting; and

17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

17.2 The person signing this Contract certifies, as a principal or director of the Owner’s Project Manager, that the Owner’s Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Sub-consultant for the Owner’s Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner’s Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner’s Project Manager or Sub-consultant of a contract by the Owner’s Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner’s Project Manager, has been retained or hired by the Owner’s Project Manager to solicit for or in any way assist the Owner’s Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract.

- 17.3 Revenue Enforcement and Protection Program (REAP):** Pursuant to Massachusetts General Laws, Chapter 62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 Interest of Owner's Project Manager:** The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the City, unless approved by the State Ethics Commission.
- 17.5 Equal Opportunity:** The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.
- 17.6 Certification of Non-Collusion:** The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in 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.
- 17.7 Governing Law:** This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Venue:** Any suit by either party arising under this Contract shall be brought only in a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

ATTACHMENT A

PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the City shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed \$[insert total fee amount]. The \$[insert total fee amount] fee is a cap for Basic Services related to this Contract, and the actual amount paid by the City for Basic Services required during the duration of this Contract may be an amount less than \$[insert total fee amount]. The Owner's Project Manager shall invoice the City based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

<u>Title</u>	<u>Rate/Hour</u>
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The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

<u>Project Phase/Item of Work</u>	<u>Not-to-Exceed Fee</u>	<u>Completion Date</u>
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Feasibility Study/Schematic Design Phase

Design Development/Construction

Document/Bidding Phase

Construction Phase/Final Completion

Extra Services
(Identify by Category)

Reimbursable Services (Identify by
Category)

Independent Cost Estimates (included in base fee)

Task 8.2.2	\$X/per estimate	N/A
Task 8.4.2	\$X/per estimate	N/A

Appendix A
Scope of Work

Appendix A - Scope of Work:

Owners Project Manager (OPM) refers to Colliers International

1. Project Management (For All Phases):

a. The scope of services for the Owners Project Manager will include, but not be limited to, working closely with the City of Somerville, Police and Fire Departments, and the City's architect, consultants and contractor on project permitting, final design and construction. The OPM will represent the City's interests in overseeing and coordinating with the architects work. Other services will include, but not be limited to, budgeting assisting with the coordination and work of all other city consultants including technology, communications and furniture. Construction phase services will be all inclusive, including but not limited to observing and documenting progress, tracking changes, coordination and oversight of construction meetings, and representing the best interests of the City throughout the completion of the construction project.

b. The Owner's Project Manager shall prepare a communication and document control procedure during the Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (Owner, Owner's Project Manager, Designer, Contractor, Subcontractors, peer review consultants and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor submittal logs, change order reporting logs and other tracking logs, as needed. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Reports and other reports as appropriate and as outlined in the Communications Plan.

c. The Owner's Project Manager shall prepare agendas for and attend meetings with other representatives of the Owner, as well as any neighborhood meetings relating to the Project. The Owner's Project Manager shall take minutes of all of the above referenced meetings and promptly distribute minutes of these meetings to the Owner.

d. The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and suppliers and make recommendations to the Owner relative to amounts due.

2. Project Control:

a. **Project Budget.** Over the course of the Project, the Owner's Project Manager shall work with the Owner to prepare a detailed baseline Project Budget in a form acceptable to the Owner. The Owner's Project Manager shall monitor contractor bids, and other cost information to this Project Budget and identify and report all variances to the Owner. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Agreement. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report. The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the Owner for approval.

b. **Cost Estimating.** The Owner's Project Manager shall engage a professional cost estimator to perform construction cost estimates of the design at schematic, design development and construction documents stages as part of Basic Services. The Owner's Project Manager shall review the accuracy and completeness of cost estimates prepared by its subconsultant professional cost estimator. The Owner's Project Manager shall

consult with the Designer and recommend to the Owner appropriate revisions to the scope of work, when directed by the Owner based on the Owner's Project Manager's cost estimates. The Owner's Project Manager shall provide cost estimating services, as may be required, to develop cash flows as part of Basic Services.

c. Project Schedule. The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the Owner, which will be reviewed and agreed upon by the Owner. The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the Owner for approval. The Owner's Project Manager shall assess the actual progress of the Project relative to the baseline Project Schedule and report any variances from the baseline Project Schedule as part of the Monthly Progress Report.

d. Construction Schedule. The Contractor shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the Contractor and Designer to review and update its schedule, develop the monthly progress information to support the Contractor's payment estimate, and monitor the Contractor's performance for compliance with its contract. The Owner's Project Manager shall notify the Owner of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the Owner relative to the action that should be taken by the Contractor and/or advise the Owner when liquidated damages are anticipated to be incurred.

e. Monthly Progress Report. The Owner's Project Manager shall submit to the Owner no later than the fifteenth day of each calendar month during construction a written Monthly Progress Report summarizing construction activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Owner and shall describe work performed by all project participants (OPM, Designer, Contractor or subcontractors) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's safety performance, Designer's QA/QC, Contractor's environmental compliance, community issues, Designer and Contractor MBE/WBE data, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

f. Site Investigations and Environmental Testing. The Owner's Project Manager shall assist the Owner in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination that any additional services or testing need to be performed shall rest with the Owner or Designer.

g. Project Records and Reports (All Phases). The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the Owner-Owner's Project Manager, Owner- Architect/Engineer and the Owner-Contractor, including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager will oversee the use of a web based system for collaboration and document sharing during the design and construction phase.

The Owner's Project Manager shall assist the Owner in responding to any public records request received by the Owner.

3. Schematic Design Phase:

a. Schematic Design. The Owner's Project Manager shall monitor the activities and responsibilities of the Designer during this phase and assist the Owner in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's preliminary drawings. The Owner's Project Manager shall: (a) prepare construction cost estimates; and (b) work with the Owner and Designer to prepare the Project Schedule. Owner's Project Manager shall participate in the architect's and Capital Project Department's presentation of the project to any City permitting agency.

b. The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the Owner. A VEC shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a thorough review and recommendation on the technical merit of any VEC.

c. The Owner's Project Manager shall lead design coordination meetings every two weeks or as needed, between the Designer and the Owner to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the Owner. The Owner's Project Manager shall review input from peer review consultants hired by the Owner (if applicable) and make recommendations regarding potential incorporation into the design. The Owner's Project Manager shall take and distribute minutes of these meetings to the Owner.

d. The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.

e. The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

f. The Owner's Project Manager shall meet with the Owner, Designer and other project participants as necessary.

4. Design Development Phase:

Upon receipt of Notice to Proceed with the Design Development Phase, the Owner's Project Manager shall perform the following Basic Services:

a. The Owner's Project Manager shall oversee the activities and responsibilities of the Designer in the development of the scope, schedule and budget including a general review of the Designer's detailed scaled plans, elevations and sections of all aspects of the design. The Owner's Project Manager shall work with the Owner and Designer to update the Project Budget and Schedule.

b. The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer, and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being

fulfilled. The Owner's Project Manager shall review input from peer review consultants hired by the Owner and make recommendations regarding potential incorporation into the design. The Owner's Project Manager shall prepare construction cost estimates for comparison with the Project Budget.

c. The Owner's Project Manager shall promptly review all Designer submissions, document review comments in writing and shall meet with the Designer to discuss those submissions. Upon completion of its review, the Owner's Project Manager shall recommend that the Owner: (1) approve the submission as made; (2) approve that part of the submission that is acceptable and reject the remainder; (3) reject the submission; or (4) require the Designer to submit additional information or details in support of its submission.

5. Construction Documents:

Upon receipt of Notice to Proceed with the Construction Documents Phase, the Owner's Project Manager shall perform the following Basic Services:

a. Review the construction documents for quality, cost, and schedule improvements, conciseness and clarity.

b. Provide advice, consultation and guidance to the Owner relative to value engineering recommendations.

c. Work with the Owner and Designer to update the construction budget and schedule.

d. Prepare construction cost estimates.

e. Provide advice, consultation and guidance to the Owner and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.

f. Review the construction documents and provide review comments in writing. The review shall include constructability, operability and bid-ability as well as document clarity and coordination between drawings and to identify conflicts between drawing and specification. The constructability review will identify potential conflicts, make recommendations specific to any phasing issues, recommend appropriate milestones, constraints and liquidated damages and a review of the project specific requirements.

g. The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the Owner relative to access, usable area, parking, utilities, anticipated noise and dust source during construction that may impact building occupants and identification of potential locations for field offices, facilities, supplies and equipment.

h. Monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the Owner are not being fulfilled.

6. Bidding Phase

The Owner's Project Manager shall perform the following Basic Services:

a. The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the advertisement for web based document distribution and bidding procurement process and solicitation of public bids in accordance with M.G.L. c. 149 §§ 44A through 44J and other public construction related statutes.

b. Administer general contractor and subcontractor prequalification requirement pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.

c. Attend, and assist the Owner with, all pre-bid conferences and meetings and, assist, if directed by the Owner.

d. Review all sub-bids and general bids in conjunction with Designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price including investigation at DCAMM. Provide technical guidance to the Owner relative to its acceptance of bids and determination of bidder responsibility. Review alternates and make written recommendations as to their acceptance.

e. If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and make recommendations to the Owner in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending acceptance of alternates, re-bidding or seeking additional funding from the City.

f. The Owner's Project Manager shall make recommendations to the Owner relative to the award of a construction contract.

g. The Owner's Project Manager shall assist the Owner in the preparation and execution of the Notice of Award and Owner-Contractor Agreement and shall obtain from the Contractor performance and payment bonds, insurance certificates, and all other documents and certificates required for contract execution.

h. The Owner's Project Manager shall assist the Owner and the Designer in preparing and sending the Notice to Proceed to the Contractor.

i. The Owner's Project Manager shall provide the Contractor, Designer and Owner with required copies of executed construction contract documents.

7. Construction Phase:

Upon receipt of Notice to Proceed with the Construction Phase, the Owner's Project Manager shall perform the Basic Services as described in this Section.

a. The Owner's Project Manager shall provide supervisory staff for each of the following activities, from Notice to Proceed of the construction contract to end of the one-year warranty period.

b. The Owner's Project Manager shall monitor the Designer's administration of the Owner- Contractor Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or subconsultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate. Owner's Project Manager will be responsible for coordination of the weekly construction meeting and preparation of comprehensive weekly meeting minutes. Owner's Project Manager shall coordinate the services of independent peer reviewer/commissioning agent hired by the Owner.

c. The Owner's Project Manager shall provide an experienced full-time (40 hours per week minimum) on-site Project Representative, who shall be dedicated exclusively to the Project, either as an employee of the Owner's Project Manager or as a subconsultant to the Owner's Project Manager. The Owner reserves the right to engage its own Project Representative to work with the Owner's Project Manager.

- d. The Project Representative shall be subject to the approval of the Owner and the Owner reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.
- e. The Project Representative shall have at least five years' experience in on-site supervision of projects similar in scope, size and complexity to the Project.
- f. Unless otherwise directed, the on-site Project Representative shall be present at all times when the Contractor is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the Contractor and continuing until issuance to the Contractor of a Certificate of Substantial Completion by the Owner and thereafter on an, as needed basis, until issuance to the Contractor of a Certificate of Final Completion by the Owner.
- g. The Owner's Project Manager shall review the Contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The Owner's Project Manager shall submit recommendations for the Contractor's schedule of values to the Owner within forty-five days of the Owner's Notice to Proceed to the Contractor.
- h. The Owner's Project Manager shall review the Contractor's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the Contractor's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.
- i. The Project Representative hired by the Owner's Project Manager or the Owner shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities of the Project Representative shall include:
- j. Keeping a daily log containing a record of weather, the Contractor's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the Contractor, pay items, and any observed delays, deficiencies and field problems.
- i. Preparing weekly progress reports for submittal to the Designer and the Owner that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.
- ii. Assisting the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.
- iii. Monitoring on a daily basis Time and Materials work on a l l change orders including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.

- iv. Evaluating actual quantities and classification of Unit Price work performed by Contractors.
- v. Evaluating field problems, using the proper channels for solution and communication of the information to the Designer and the Owner.
- vi. Shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents differing site conditions and quality issues. The Project Representative shall maintain descriptive log and captioning of the photographs on CD or store on web based system for document storage.
- k. The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications, design changes and proposed change orders.
- l. The Owner's Project Manager shall prepare responses to Contractor correspondence for the Owner.
- m. The Owner's Project Manager shall monitor and coordinate the scheduling an activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.
- n. The Owner's Project Manager shall maintain at the Project site, on a current basis, record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- o. The Owner's Project Manager shall review the Contractor's submissions for Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.
- p. The Owner's Project Manager shall monitor the Contractor's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the Owner's Project Manager, requirements of the Contractor in the Owner-Contractor Agreement are not being fulfilled.
- q. The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the Owner.
- r. The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the General Contractor's monthly payment requisitions. The Owner's Project Manager shall review the Designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.
- s. The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The Owner's Project Manager shall coordinate the detailed punch list with the Designer, including a subsequent walkthrough with the Designer. The Owner's Project Manager and the Designer shall then coordinate a walk-through with the Owner to finalize the punch list. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punch list items.

8. Completion Phase:

The Owner's Project Manager shall perform the following Basic Services:

- a. The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.
- b. The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents.
- c. The Owner's Project Manager shall assist the Owner in completing the written evaluation of the Designer(s) pursuant to M.G. L. c. 7C § 48 and prepare, sign and provide to the Owner for its signature the written evaluation of the Contractor(s) and Trade Subcontractors pursuant to M.G.L. c. 149 § 44D.

9. Warranty Phase:

The Owner's Project Manager shall perform the following Basic services:

- a. Owner's Project Manager shall coordinate an inspection by the Architect and commissioning agent two months prior to the end of the one-year warranty period, and assist in resolving all warranty items identified.
- b. Owner's Project Manager shall manage the warranty punch list work to be performed approximately two months prior to the end of warranty and assist the Owner in resolving all warranty issues identified.
- c. Any other work requested of the Owner's Project Manager during the warranty phase will be paid for on an hourly basis as Extra Services.

10. Change Order and Claims Administration:

Throughout the Project, the Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the Owner, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

- a. Change Order Administration:
 - i. Review all Contractor proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare cost estimate analysis with associated schedule impact.
 - ii. Initiate, conduct, and document negotiations through a memorandum of negotiations with the Contractor.
 - iii. For all change order requests by the Contractor, make recommendations to the Owner for their acceptance or rejection.
 - iv. Prepare and finalize any documentation required for processing change order including a summary of the Owner's Project Manager's review of the reasonableness of the costs and documentation to support or reject the change.
 - v. Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number,

description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

b. Claims and Disputes Management:

i. Implement a claims management procedure consistent with the construction contract documents.

ii. Analyze Contractor claims and make recommendations to the Owner in support of the Owner's obligations under the claims provisions of the construction contract documents. Prepare responsive positions in coordination with the Owner, and obtain appropriate input.

iii. In the event that a dispute arises between the Contractor, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the Contractors' construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the Contractor, Subcontractor, Designer or vendor to the Owner in writing as soon as reasonably possible.

iv. The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question. Minimum Requirements:

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.

Reimbursable expenses are to include all printing, photocopying, mailing, shipping, and other supplies and labor required as part of the project and approved and accepted by the City.

February 1, 2020
REV February 21, 2020

Frederick Massaro, Jr. CFM, SFP
Director of Capital Projects
City of Somerville
1 Franey Road
Somerville, MA 02145

**Subject: Somerville Public Safety Facility
Owner's Project Management Services – Fee Proposal**

Dear Fred:

On behalf of myself and the entire Colliers organization I would like to extend our deep appreciation regarding the opportunity to become a trusted part of your team on this very exciting project. We all stand ready to jump in quickly and help the City to meet the many immediate and long-term challenges facing the project and provide the day-to-day management and leadership support required for successful completion.

As requested, we have prepared the attached scope of services and fees associated with the delivery of services as presented in our interview on January 7, 2020. These services are taken directly from the City of Somerville, Request for Qualifications, Owners Project Management Services, New Public Safety Project (Exhibit B).

The specific scope of work as presented and proposed would begin immediately upon approval. Utilizing this scope, we have tailored our fee proposal around the following major project elements as understood:

Key Project Elements

- State-of-the-art Police and Fire Station
- Somerville's 311 call-in Service Center
- Public and Community space
- Medford, Melrose, and Somerville shared regional 911 Dispatch Center

Anticipated Schedule (subject to change as required)

- Design Through March 2021
- Construction:
 - Construction June 2021 – March 2023
 - FF&E / Move March 2023 – May 2023
- Closeout June 2023

It is recognized that individual phases and key project elements may change through the remainder of design, however it is anticipated that the total project budget and overall project schedule will remain unchanged. Consistent with the materials previously provided in our original proposal



submission and shared in the interview, we anticipated a staffing plan inclusive of the following key attributes:

- › **Project Director, Ken Guyette** – Ken will provide overall project leadership and guidance to the team with a heavier emphasis during design coordinating the procurement of the Design Team and CM at Risk or GC. We anticipate a 5% commitment of Ken for the entire project.
- › **Senior Project Manager, Tony DiLuzio** – Tony will provide oversight as the public safety expert throughout the entire project relationship. We anticipate a 20% commitment through the design, construction and closeout phases.
- › **Project Manager, Phil Palumbo** – Phil will provide the day-to-day management of the project. We anticipate a 30% commitment through design and bid phases and 20% commitment through construction and project closeout.
- › **Assistant Project Manager** – support will be provided, focused upon assisting in the day-to-day management of the project with an emphasis on design phase services, procurement, coordination and management of the moves and furniture, fixtures and equipment (FF&E). We anticipate a 10% commitment on average through the bid phase, and a 20% commitment through construction and project closeout.
- › **Construction Representative, Matt Dunn** – Matt will be the field presence during construction working under Tony and Phil, and will be on-site full time starting June 2021 throughout the remainder of construction.
- › **Financial Support, Thao Nguyen** – Thao will be a constant part of the team providing as needed financial support for estimates, budget development, financial tracking and reporting. Her anticipated time requirement is 2% commitment per month.
- › **MEP Technical Support / Sustainability, Mike Dykens** – Mike will provide Design Phase MEP Review services, and construction phase MEP / Sustainability technical support. His anticipated time commitment is 15% per month on average through and construction phases.

With this staffing plan in hand we have utilized our standard rates. These rates are shown below in 2020 values and are updated annually with an average of 3-4% increase. Additionally, rates below are inclusive of all reimbursable expenses. These rates are as follows:

Project Director	\$225.00/hour
Sr. Project Manager	\$186.00/hour
Project Manager	\$158.00/hour
Assistant Project Manager	\$131.00/hour
Construction Representative	\$147.00/hour
MEP Specialist	\$158.00/hour
Analytical/Financial Support	\$126.00/hour

Based upon the attached scope of work, the described staffing, and proposed schedule, our proposed fees are NTE \$1,275,750, for Owner's Representative Services, to be billed hourly per the fee schedule above. Also included within our proposed fee are the Schematic Design and Construction Document Estimates to be provided through an estimating consultant as follows:

SD Estimate (Sub-Consultant)	\$ 17,600
CD Estimate (Sub-Consultant)	\$ 20,350

If you have questions or require additional information, you can contact me at (860) 395-0055 x183 or ken.guyette@colliers.com.

Sincerely,



Best Regards,
Kenneth J. Guyette MCPPO
Director, Project Management

Attachments

Cc: Joe Naughton, Managing Director, Colliers Project Leaders
File



April 28, 2020

Frederick Massaro, Jr. CFM, SFP
Director of Capital Projects
City of Somerville
1 Franey Road
Somerville, MA 02145

**Subject: Somerville Public Safety Facility
Owner's Project Management Services – Fee Proposal Rate Schedule**

Dear Fred:

Per your request for information, I offer the following hourly rate schedule escalated through 2025. This rate schedule aligns with rates used to draft our fee proposal.

	Escalation: 4% 4% 4% 4% 4%					
<u>Fees for Services</u>	<u>2020 rates</u>	<u>2021 rates</u>	<u>2022 rates</u>	<u>2023 rates</u>	<u>2024 rates</u>	<u>2025 rates</u>
Director	\$225.00	\$234.00	\$243.36	\$253.09	\$263.21	\$273.74
Sr. Proj Manager	\$186.00	\$193.44	\$201.18	\$209.23	\$217.60	\$226.30
Project Manager	\$158.00	\$164.32	\$170.89	\$177.73	\$184.84	\$192.23
Asst Project Manager	\$131.00	\$136.24	\$141.69	\$147.36	\$153.25	\$159.38
Construction Rep	\$147.00	\$152.88	\$159.00	\$165.36	\$171.97	\$178.85
MEP Specialist	\$158.00	\$164.32	\$170.89	\$177.73	\$184.84	\$192.23
Financial/Admin Support	\$126.00	\$131.04	\$136.28	\$141.73	\$147.40	\$153.30

If you have questions or require additional information, you can contact me at (860) 395-0055 x183 or ken.guyette@colliers.com.

Sincerely,

Best Regards,
Kenneth J. Guyette MCPPO
Director, Project Management

Attachments

Cc: Joe Naughton, Managing Director, Colliers Project Leaders
File



November 6, 2019

Ms. Angela M. Allen
Purchasing Director
City of Somerville
93 Highland Avenue
Somerville, MA 02143

**Subject: Qualifications to Provide Owner's Project Management Services
for the New Public Safety Facility
RFQ #20-30**

Dear Ms. Allen:

Colliers Project Leaders was founded in 1996 and has operated for more than two decades with a fairly simple mission in mind – **to be the premier provider of owner's project management (OPM) services**. We strongly believe that our exclusive focus on this mission means that all of our resources, training, and experiences will directly support the services provided on behalf of the City of Somerville.

We have worked as the OPM for a vast range of municipal construction, renovation and modernization projects and have served **more than 50 cities and towns throughout the Commonwealth**. We are well-versed in the guidelines, policies, and procedures relative to such endeavors and have extensive experience. As such, our capabilities exceed the minimum requirements outlined in your Request for Qualifications.

Engaging Colliers for owner's project management services will provide the City with the additional tools it needs to not only successfully complete this project, but also provide its residents with a facility that is responsive to the needs of the community.

Why should you consider Colliers and what can we provide the City of Somerville that our competitors cannot?

- › 20+ years dedicated to providing owner's project management services to public and private institutions
- › Thorough knowledge of Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and other pertinent codes and regulations
- › Strong understanding of the Commonwealth of Massachusetts procurement laws, regulations, policies and procedures
- › Proven management approach that will support Somerville from the project's planning through construction and project closeout
- › Extensive experience and knowledge of public safety projects

Our proposed project team was carefully selected to match both the unique needs of this project and the appropriate level of availability. They have worked extensively together and are **locally based in Massachusetts within our offices in Agawam and Boston**.

Our Senior Project Manager proposed for your project, Anthony DiLuzio, has more than 30 years of owner's project management experience with focus on public safety facilities. His past experience with Somerville's Capital Projects Team on the East Somerville Community School, Veterans Memorial Skating Rink, and other projects will be a proven benefit to the City. Tony brings a wealth of knowledge, experience, and passion for each project that is unmatched. Recently, he was responsible for the delivery of the West Boylston Police Station Project on schedule and \$200,000 (~4%) under budget.

As you continue to read our qualifications, we are confident that you will see how our previous experience, our devoted and qualified staff, our time-tested management approach, and our dedication to owner's project management services will provide the City of Somerville with the best team to deliver your project successfully.

Colliers has provided below the specific requirements outlined in Somerville's RFQ:

- a. Colliers' Project Director, Ken Guyette, received his renewed MCPPO certification on March 9, 2017 (copies of key personnel MCPPOs attached).
- b. Colliers has read the Request for Qualifications and does not take any exceptions.
- c. Colliers has read the Standard Contract. We respectfully reserve our right to discuss modifications to the Contract, specifically (request for modifications attached):
 - Article 7 Compensation
 - Article 14 Indemnification of Owner and Authority
 - Article 15 Insurance
- d. Colliers is prepared to comply with all the necessary requirements pursuant to M.G.L. Chapter 7C, Section 6 in the event the City receives financial assistance for the project from the Commonwealth of Massachusetts.
- e. Colliers Project Leaders USA NE, LLC was founded in 1996 as Strategic Building Solutions and has operated for more than 20 years with a simple mission in mind – to be the premier provider of owner's project management services.

Colliers acknowledges our application is firm for ninety (90) days as required in the Request for Qualifications. We also acknowledge that we have received and reviewed Addendum No. 1 issued on October 29, 2019. I am personally committed to helping you meet your objectives. If you have questions or require additional information, you can contact me at the information provided below.

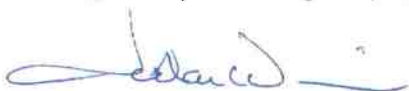
- Name & Title: Marc Sklenka, Managing Director
- Address: 67 Hunt Street, Suite 119, Agawam, MA 01001
- Email: marc.sklenka@colliers.com
- Phone: (413) 592-0030 ext. 118

Sincerely,



Marc Sklenka, LEED AP, MCPPO
Managing Director

I, Jonathan Winikur, am the individual authorized to negotiate and execute a contract for owner's project management services on behalf of Colliers Project Leaders USA NE, LLC the legal entity submitting this proposal.



Jonathan Winikur, MCPPO
Executive Managing Director



The Commonwealth of Massachusetts
Office of the Inspector General
One Ashburton Place, Boston, MA 02108



Massachusetts Certified Public Purchasing Official Program

Hereby presents this certificate to

Marc Sklenka

for successful completion of

Recertification for School Project Designers and Owner's Project Managers

Boston, Massachusetts
May 23, 2018

Glenn A. Cunha
Glenn A. Cunha
Inspector General



7 CPE Credits – "In accordance with the standards of the National Registry of CPE Sponsors, CPE credit has been granted based upon a 50-minute hour."
The Massachusetts Office of the Inspector General is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.nasbafirstmonday.org
Sponsor ID#103866
Field of Study: Specialized Knowledge and Applications
Instructional/Delivery Method: Group-Live




Qualifies for 7 Professional Development Points based on the State Plan for Professional Development
The Massachusetts Office of the Inspector General is registered with the Department of Elementary & Secondary Education to award professional development points (PDP)




Qualifies for 7 MCPPPO points toward recertification

Expires May 2021



The Commonwealth of Massachusetts
Office of the Inspector General
One Ashburton Place, Boston, MA 02108



Massachusetts Certified Public Purchasing Official Program

Hereby presents this certificate to


Kenneth Guyette

for successful completion of


Recertification for School Project Designers and Owner's Project Managers

Boston, Massachusetts
March 9, 2017


Glenn A. Cunha
Glenn A. Cunha
Inspector General



7 CPE Credits – "In accordance with the standards of the National Registry of CPE Sponsors, CPE credit has been granted based upon a 50-minute hour."
The Massachusetts Office of the Inspector General is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.nasbafirstmonday.org
Sponsor ID#103866
Field of Study: Specialized Knowledge and Applications
Instructional/Delivery Method: Group-Live



Qualifies for 7 Professional Development Points based on the State Plan for Professional Development
The Massachusetts Office of the Inspector General is registered with the Department of Elementary & Secondary Education to award professional development points (PDP)



Qualifies for 7 MCPPPO points toward recertification




The Commonwealth of Massachusetts
Office of the Inspector General
One Ashburton Place, Boston, MA 02108

Massachusetts Certified Public Purchasing Official Program

Hereby presents this certificate to

Anthony DiLuzio

for successful completion of

Recertification for School Project Designers and Owner's Project Managers


Boston, Massachusetts
March 6, 2018

Glenn A. Cunha
Glenn A. Cunha
Inspector General

 7 CPE Credits -- "In accordance with the standards of the National Registry of CPE Sponsors, CPE credit has been granted based upon a 50-minute hour."
The Massachusetts Office of the Inspector General is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.nasba.org
Sponsor ID#135866
Field of Study: Specialized Knowledge and Applications
Instructional Delivery Method: Group-Live

 Qualifies for 7 Professional Development Points based on the State Plan for Professional Development.
The Massachusetts Office of the Inspector General is registered with the Department of Elementary & Secondary Education to award professional development points (PDP).

 Qualifies for 7 MCPPO points toward recertification.




The Commonwealth of Massachusetts
Office of the Inspector General
One Ashburton Place, Boston, MA 02108

Massachusetts Certified Public Purchasing Official Program

Hereby presents this Certificate of Completion to


Phil Palumbo

for attendance in the seminar entitled


Recertification for School Project Designers & Owner's Project Managers

Boston, Massachusetts
October 4, 2016

Glenn A. Cunha
Inspector General

 7 CPE Credits -- "In accordance with the standards of the National Registry of CPE Sponsors, CPE credit has been granted based upon a 50 minute Hour."
The Commonwealth of Massachusetts Office of the Inspector General is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State Boards of Accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.nasba.org
Sponsor ID#135866
Field of Study: Specialized Knowledge and Applications
Instructional Delivery Method: Group-Live

 Qualifies for 7 Professional Development Points based on the State Plan for Professional Development.

 Qualifies for 7 MCPPO points toward recertification.

Note: Phil Palumbo attended the October 21st class for MCPPO recertification.

Appendix C
Forms

Addendum No. 1, RFQ 20-30



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

To: Prospective Applicants RFQ 20-30, Owner's Project Management Services, New Public Safety Facility

From: Angela M. Allen, Director of Purchasing

Date: October 29, 2019

Re: *Report and Preliminary Concept Drawings Available*

Addendum No. 1 to RFQ 20-30

The City is issuing this addendum to notify prospective applicants that the report authored by Weston & Sampson and referenced in the application package is available on the Purchasing web page at <https://www.somervillema.gov/departments/finance/purchasing> in the Open Bids tab. These additional documents are informational only. They include (1) a programming and site evaluation report and (2) four preliminary site and concept drawings.

****ACKNOWLEDGE THIS ADDENDUM****

Please sign below and include this form in your application package.

X 

Jonathan Winikur, Executive Managing Director

Name of Authorized Signatory

Title of Authorized Signatory



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: RFQ #20-30

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: Executive Managing Director

Name of Vendor: Colliers Project Leaders USA NE, LLC

Date: November 6, 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.



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: Colliers Project Leaders USA NE, LLC
Date: November 6, 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: Colliers Project Leaders USA NE, LLC
Social Security Number or Federal Tax ID#: 06-1468602
Date: November 6, 2019



Certificate of Authority (Limited Liability Companies Only)

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

1. I, the undersigned, being a member or manager of
Colliers Project Leaders USA NE, LLC

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: Connecticut.

3. The LLC is managed by (check one) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title
Jonathan Winikur	Executive Managing Director

5. Signature: 

Printed Name: Jonathan Winikur

Printed Title: Executive Managing Director

Date: November 6, 2019

Truth-in-Negotiations Certificate

The undersigned acknowledges that if the Owner's Project Manager's fee is negotiated, by signing the Standard Agreement, the Owner's Project Manager hereby certifies to the following:

1. Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
2. The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

Signature: 

Title: Jonathan Winikur, Executive Managing Director

Name of Vendor: Colliers Project Leaders USA NE, LLC

Date: November 6, 2019



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

William Francis Galvin
Secretary of the
Commonwealth

August 26, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

COLLIERS PROJECT LEADERS USA NE, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 24, 2019**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 72 for revocation of said Limited Liability Company's authority to transact business in the Commonwealth; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **JONATHAN WINIKUR, GEORGE L. SCHWAB, IV, KAREN WHITT**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **JONATHAN WINIKUR, MATTHEW HAWKINS**

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

Refer also to Article 15 in Terms & Conditions.

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)
04/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-416-619-8000 HUB International Ontario Limited 595 Bay Street, Suite 900 Toronto, ON M5G 2E3	CONTACT NAME: Vanessa Chapin PHONE (A/C No, Ext): 416-619-8000 FAX (A/C, No): 416-619-8001 E-MAIL ADDRESS: vanessa.chapin@hubinternational.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Liberty Mutual Insurance Company INSURER B: Chubb Insurance Company of Canada INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Colliers Project Leaders USA NE, LLC 135 New Road Madison, CT 06443	

COVERAGES **CERTIFICATE NUMBER:** 59151208 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY		GLTOABEC5R019	12/01/19	12/01/20	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY		GLTOABEC5R019	12/01/19	12/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
B	Crime		8132-4965	12/01/19	12/01/20	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: New Public Safety Facility, RFQ #20-30

City of Somerville to be included as an additional insured under the General Liability policy where required by written Agreement and to the extent of indemnity agreed. Waiver of subrogation in favor of City of Somerville shall be provided under the General Liability policy where required under written Agreement.

CERTIFICATE HOLDER City of Somerville c/o Purchasing Department 93 Highland Avenue Somerville, MA 02143 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-416-619-8000 HUB International Ontario Limited 595 Bay Street, Suite 900 Toronto, ON M5G 2E3	CONTACT NAME: Vanessa Chapin PHONE (A/C, No, Ext): 416-619-8000 FAX (A/C, No): 416-619-8001 E-MAIL ADDRESS: vanessa.chapin@hubinternational.com INSURER(S) AFFORDING COVERAGE: NAIC # INSURER A: Liberty Mutual Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____
INSURED Colliers Project Leaders USA NE, LLC 135 New Road Madison, CT 06443	

COVERAGES **CERTIFICATE NUMBER:** 59151221 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PLVAABP3RJ002	12/01/19	12/01/20	Primary Layer USD 1,000,000

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

CERTIFICATE HOLDER City of Somerville c/o Purchasing Department 93 Highland Avenue Somerville, MA 02143 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services NW CL 601 Union Street, Suite 1000 Seattle, WA 98101	CONTACT NAME: Bailey Hestir	
	PHONE (A/C, No, Ext): 206-577-5591	FAX (A/C, No): 877-678-5844
E-MAIL ADDRESS: bailey.hestir@usi.com		
INSURED Colliers Project Leaders USA NE, LLC 135 New Road Madison, CT 06443-0000	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Liberty Insurance Corporation	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		
		NAIC # 42404

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WA769D461915010 WC7691461915020 WA/OH Stop Gap Included	01/01/2020 01/01/2020	01/01/2021 01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Massachusetts Workers Compensation Insurance.

CERTIFICATE HOLDER City of Somerville c/o Purchasing Dept. 93 Highland Avenue Somerville, MA 02143	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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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 5th day of May, 2020

On behalf of Colliers Project Leaders USA NE, LLC
(Name of Successful Bidder)

135 New Road, Madison, CT 06443
(Address and telephone of Successful Bidder)

Sharon L. Garfi
(Name and title of person signing statement)

By: Sharon Garfi
DocuSigned by:
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT see attached

In accordance with M.G.L. 30, Section 39R I, _____ 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)

(Business name, address and telephone number)

See attached letter from Colliers International's auditors.
Financial statement for 2019 is available in city's procurement file.

COLLIERS INTERNATIONAL GROUP INC.

CONSOLIDATED FINANCIAL STATEMENTS

**Year ended
December 31, 2019**

COLLIERS INTERNATIONAL GROUP INC.

MANAGEMENT'S REPORT

MANAGEMENT'S RESPONSIBILITY FOR FINANCIAL STATEMENTS

The accompanying consolidated financial statements and management discussion and analysis ("MD&A") of **Colliers International Group Inc.** ("Colliers" or the "Company") and all information in this annual report are the responsibility of management and have been approved by the Board of Directors.

The consolidated financial statements have been prepared by management in accordance with accounting principles generally accepted in the United States of America using the best estimates and judgments of management, where appropriate. The most significant of these accounting principles are set out in Note 2 to the consolidated financial statements. Management has prepared the financial information presented elsewhere in this annual report and has ensured that it is consistent with the consolidated financial statements.

The MD&A has been prepared in accordance with National Instrument 51-102 of the Canadian Securities Administrators, taking into consideration other relevant guidance, including Regulation S-K of the US Securities and Exchange Commission.

The Board of Directors of the Company has an Audit & Risk Committee consisting of four independent directors. The Audit & Risk Committee meets regularly to review with management and the independent auditors any significant accounting, internal control, auditing and financial reporting matters.

These consolidated financial statements have been audited by PricewaterhouseCoopers LLP, which have been appointed as the independent registered public accounting firm of the Company by the shareholders. Their report outlines the scope of their examination and opinion on the consolidated financial statements. As auditors, PricewaterhouseCoopers LLP have full and independent access to the Audit & Risk Committee to discuss their findings.

MANAGEMENT'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. Internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

Due to its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of its effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Management has excluded four individually insignificant entities acquired by the Company during the last fiscal period from its assessment of internal control over financial reporting as at December 31, 2019. The total assets and total revenues of the four majority-owned entities represent 1.7% and 2.5%, respectively, of the related consolidated financial statement amounts as at and for the year ended December 31, 2019.

Management has assessed the effectiveness of the Company's internal control over financial reporting as at December 31, 2019, based on the criteria set forth in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on this assessment, management has concluded that, as at December 31, 2019, the Company's internal control over financial reporting was effective.

The effectiveness of the Company's internal control over financial reporting as at December 31, 2019, has been audited by PricewaterhouseCoopers LLP, the Company's independent registered public accounting firm as stated in their report which appears herein.

/s/ Jay S. Hennick
Chairman and Chief Executive Officer
February 19, 2020

/s/ Christian Mayer
Chief Financial Officer

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and Board of Directors of Colliers International Group Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Colliers International Group Inc. and its subsidiaries (together, the Company) as of December 31, 2019 and 2018, and the related consolidated statements of earnings, comprehensive earnings, shareholders' equity and cash flows for the years then ended, including the related notes (collectively referred to as the consolidated financial statements). We also have audited the Company's internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2019, based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the COSO.

Change in Accounting Principle

As discussed in Note 27 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2019.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's report on internal control over financial reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

As described in Management's Report on Internal Control over Financial Reporting, management has excluded four entities from its assessment of internal control over financial reporting as of December 31, 2019 because they were acquired by the Company in purchase business combinations during 2019. We have also excluded these four entities from our audit of internal control over financial reporting. These entities comprised, in the aggregate, for total assets and total revenues excluded from management's assessment and our audit of internal control over financial reporting of approximately 1.7% and 2.5% respectively, as of and for the year ended December 31, 2019.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Revenue recognition - sales and lease brokerage revenue

As described in Notes 2 and 25 to the consolidated financial statements, the Company recognized sales brokerage revenue of \$775.9 million and lease brokerage revenue of \$946.4 million for the year ended December 31, 2019. Revenue is recognized upon transfer of control of promised services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those services. Management has determined that control of sales brokerage services rendered transfer to a customer when a sale and purchase agreement becomes unconditional and lease brokerage services rendered transfer to a customer when a lease between landlord and tenant is executed. At these points in time the customer has received substantially all of the benefits of the services provided by the Company. Sales brokerage revenue and lease brokerage revenue arrangements may include terms that result in variability to the transaction price and ultimate revenues earned, including potentially contingent events. As described by management, generally, sales and lease brokerage revenue is constrained when it is probable that the Company may not be entitled to the total amount of the revenue under the arrangement, which is associated with the occurrence or non-occurrence of an event that is outside of the Company's control or where the facts and circumstances of the arrangement limit the Company's ability to predict whether this event will occur. When sales and lease brokerage revenue is constrained, revenue is not recognized until the uncertainty has been resolved. Management performs a constraint analysis for these arrangements on the basis of historical information to determine the amount the Company will ultimately be entitled to. Management used significant judgment to determine whether sales and lease brokerage revenue should be constrained and the timing of when such revenue should be recognized.

The principal considerations for our determination that performing procedures relating to sales and lease brokerage revenue recognition is a critical audit matter are (i) there was significant judgment by management in determining whether sales and lease brokerage revenue should be constrained and the timing of when such revenue should be recognized; which in turn led to (ii) significant auditor judgment, subjectivity and effort in performing procedures to evaluate audit evidence relating to management's assessment of sales and lease brokerage revenue recognition.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the sales and lease brokerage revenue recognition process, including controls over management's review and approval of revenue recognition based upon the supporting evidence available for each sales and lease brokerage revenue arrangement. These procedures also included, among others, evaluating the appropriateness of management's assessment of sales and lease brokerage revenue recognition for a sample of sales and lease brokerage revenue transactions recognized, including evaluating the contractual terms identified in the underlying brokerage transaction agreements and considering other supporting evidence such as customer or third party correspondence and cash receipts.

/s/ PricewaterhouseCoopers LLP

Chartered Professional Accountants, Licensed Public Accountants

Toronto, Canada
February 19, 2020

We have served as the Company's auditor since 1995.

1. Project Name/Location For Which Firm Is Filing:

City of Somerville
 Owner's Project Management Services for the New Public Safety Facility Project
 Somerville, MA

2. Project #

This space for use by Awarding Authority only.

3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:

Colliers Project Leaders
 67 Hunt Street, Suite 119
 Agawam, MA 01001

3e. Name Of Proposed Project Manager:

For Study: Anthony "Tony" DiLuzio, MCPPO
 For Design: Anthony "Tony" DiLuzio, MCPPO

3b. Date Present and Predecessor Firms Were Established:

Strategic Building Solutions, LLP was formed on December 3, 1996. On January 13, 2000, Strategic Building Solutions discontinued its use of LLP and registered as an LLC. On April 20, 2015, Strategic Building Solutions, LLC became part of the Colliers International team and conducted business as Strategic Building Solutions, LLC (dba Colliers International). On June 24, 2019, the company changed its name and now operates as Colliers Project Leaders USA NE, LLC.

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

Colliers Project Leaders
 160 Federal Street, 11th Floor, Boston, MA 02110
 Colliers Project Leaders
 135 New Road, Madison, CT 06443

3c. Federal ID #:

06-1468602

3g. Name and Address Of Parent Company, if Any:

Not Applicable

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

Marc Sklenka, LEED AP, MCPPO, Managing Director

Email Address: marc.sklenka@colliers.com

Telephone No: 413-592-0030 ext. 118 Fax No.: 413-285-8592

3h. Check Below If Your Firm Is Either: Not Applicable

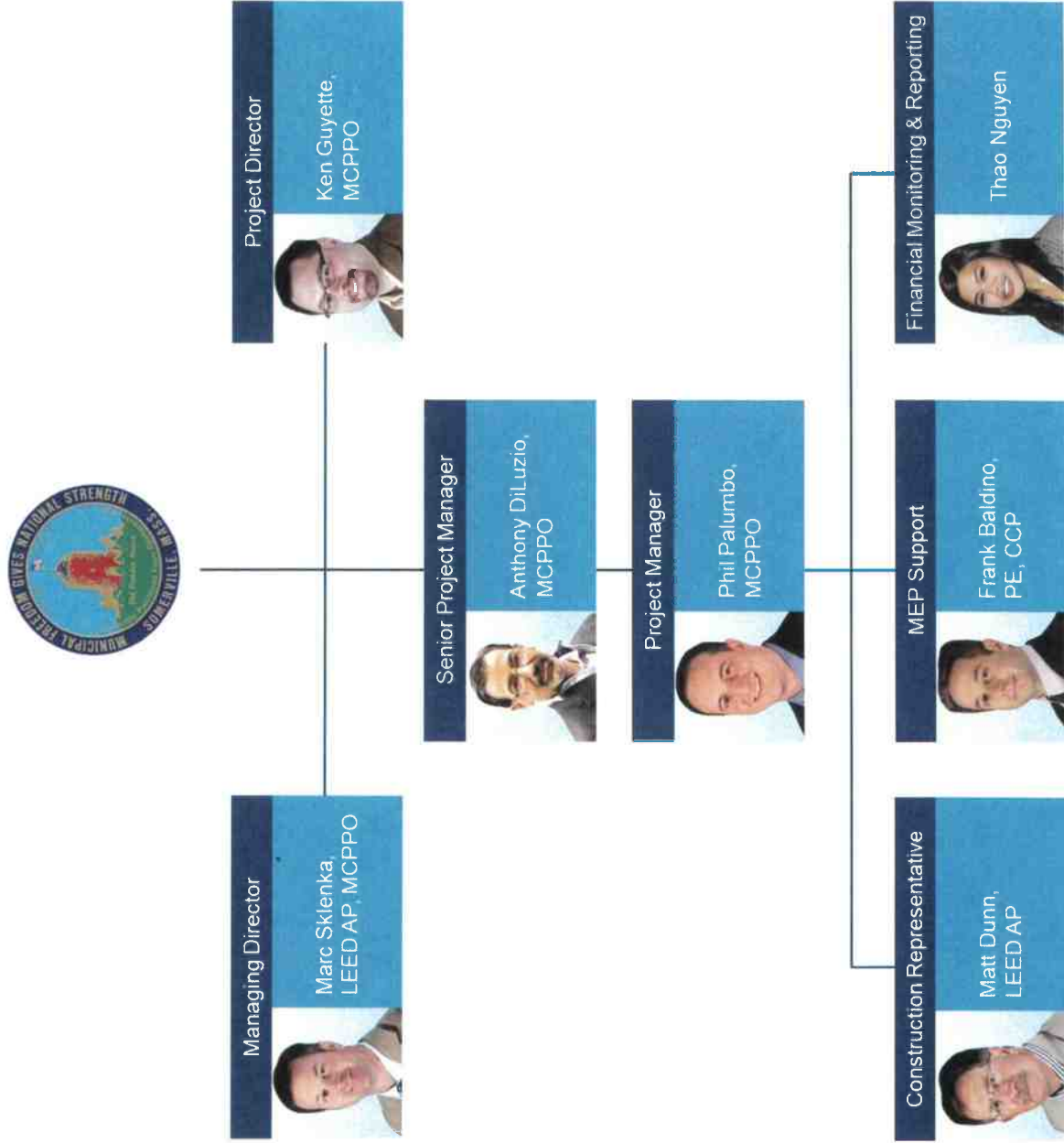
- (1) SDO Certified Minority Business Enterprise (MBE)
- (2) SDO Certified Woman Business Enterprise (WBE)
- (3) SDO Certified Minority Woman Business Enterprise (M/WBE)
- (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE)
- (5) SDO Certified Veteran Owned Business Enterprise (VBE)

4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

Admin. Personnel	21	()	()	()	()	()	()	Other	()
Architects	8	(4)	()	()	()	()	()	Project Managers	76 (14)
Acoustical Engrs.		()	()	()	()	()	()	Eng. Specialists	4
Civil Engrs.	3	(1)	()	()	()	()	()	Financial Analyst	3
Code Specialists		()	()	()	()	()	()	ME Specialists	11
Construction		()	()	()	()	()	()		
Cost Estimators		()	()	()	()	()	()		
Drafters		()	()	()	()	()	()	Total Personnel	134 (21)

5. Has this Joint-Venture previously worked together? Not Applicable Yes No

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

<p>a. Name and Title Within Firm: Marc Sklenka, LEED AP, MCPPO, Managing Director</p> <p>b. Project Assignment: Managing Director</p> <p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Colliers Project Leaders 67 Hunt Street, Suite 119 Agawam, MA 01001</p> <p><input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE</p>	<p>a. Name and Title Within Firm: Ken Guyette, MCPPO, Director</p> <p>b. Project Assignment: Project Director</p> <p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Colliers Project Leaders 67 Hunt Street, Suite 119 Agawam, MA 01001</p> <p><input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE</p>
<p>d. Years Experience: With This Firm: <u>17</u> years With Other Firms: <u>9</u> years</p>	<p>d. Years Experience: With This Firm: <u>8</u> years With Other Firms: <u>17</u> years</p>
<p>e. Education: Degree(s) /Year/Specialization Bachelor of Science/Wentworth Institute of Technology/1993/Architectural Engineering</p> <p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number LEED Accredited Professional MCPPO Certification – May 2018 (Renewed)</p> <p>g. Current Work Assignments and Availability For This Project:</p> <ul style="list-style-type: none"> ▪ Newington's Municipal Center – Currently in Construction ▪ Wilton's Police Headquarters – Currently in Planning ▪ Fairfield's Holland Hill Elementary School – Currently in Construction <p>Marc will be immediately available to fill his role for the New Public Safety Facility Project.</p> <p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): Mr. Sklenka has more than 25 years of experience within the construction and renovation industry. Marc has developed a diverse background in such areas as architectural design, construction administration, document coordination, contract development and negotiations, materials testing and inspections, owner's representation and project management. As one of Colliers' LEED Accredited Professionals, Marc brings both LEED and non-LEED registered projects alike, the principles, integrity and financial common sense of the sustainable approach to the construction process.</p> <p>Relevant Completed Project Experience:</p> <ul style="list-style-type: none"> ▪ Chicopee's RiverMills Older Adult Community Center ▪ West Springfield Public Library ▪ West Springfield High School ▪ Southwick-Tolland-Granville RSD High School ▪ Southwick-Tolland-Granville RSD Powder Mill Middle School ▪ Southwick-Tolland-Granville RSD Woodland Elementary School ▪ Nantucket's New Intermediate School & Cyrus Peirce Middle School 	<p>e. Education: Degree(s) /Year/Specialization Associate of Science/Three Rivers College/1994/Architectural Design Army National Guard 250th Engineers Company</p> <p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number MCPPO Certification – March 2017 (Renewed)</p> <p>g. Current Work Assignments and Availability For This Project:</p> <ul style="list-style-type: none"> ▪ Hadley's New Fire Substation & New Senior Center – Currently in Construction ▪ Fitchburg's City Hall Campus – Currently in Construction ▪ Longmeadow's New Adult Center – Currently in Construction <p>Ken will be immediately available to fill his role for the New Public Safety Facility Project.</p> <p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): Mr. Guyette has more than 25 years of experience within the design and construction industry having served in a variety of capacities including project manager, designer, builder, and owner. Ken has extensive experience providing project management services for a vast array of projects for both the public and private sectors. On behalf of Colliers, Ken serves as Project Director and is responsible for ensuring satisfactory project completion with an emphasis upon planning, master scheduling, quality assurance, and coordination between the project team's various disciplines and the project owner.</p> <p>Relevant Completed Project Experience:</p> <ul style="list-style-type: none"> ▪ West Boylston Senior Center ▪ Hadley's Municipal Building Study ▪ West Springfield Public Library ▪ West Springfield High School ▪ North Adams Colegrove Park Elementary School ▪ Nantucket's New Intermediate School & Cyrus Peirce Middle School

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

<p>a. Name and Title Within Firm: Anthony "Tony" DiLuzio, MCPPO, Senior Project Manager</p> <p>b. Project Assignment: Senior Project Manager</p> <p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Colliers Project Leaders 67 Hunt Street, Suite 119 Agawam, MA 01001</p> <p><input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE</p>	<p>a. Name and Title Within Firm: Phil Palumbo, MCPPO, Project Manager</p> <p>b. Project Assignment: Project Manager</p> <p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Colliers Project Leaders 67 Hunt Street, Suite 119 Agawam, MA 01001</p> <p><input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE</p>
<p>d. Years Experience: With This Firm: <u>2</u> years With Other Firms: <u>29</u> years</p>	<p>d. Years Experience: With This Firm: <u>7</u> year With Other Firms: <u>7</u> years</p>
<p>e. Education: Degree(s) /Year/Specialization Bachelor of Science/Wentworth Institute of Technology/Architectural Engineering Associates Degree/Wentworth Institute of Technology/Architectural Engineering</p>	<p>e. Education: Degree(s) /Year/Specialization Master's Degree/Boston Architectural College/2008/Architecture Bachelor of Science/New England Institute of Technology/2005/ Architecture and Building Technology</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number MCPPO Certification – March 2018 (Renewed)</p> <p>g. Current Work Assignments and Availability For This Project:</p> <ul style="list-style-type: none"> ▪ Fitchburg's City Hall Campus – Currently in Construction ▪ Gardner's New Elementary School – Currently in Design ▪ Cape Cod Regional Technical High School – Currently in Construction 	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number MCPPO Certification – October 2016 (Renewed)</p> <p>g. Current Work Assignments and Availability For This Project:</p> <ul style="list-style-type: none"> ▪ Hadley's New Fire Substation & New Senior Center – Currently in Construction ▪ South Hadley's Senior Center Replacement – Currently in Design ▪ Fitchburg's Crocker Elementary School – Currently in Feasibility
<p>Tony will be immediately available to fill his role for the New Public Safety Facility Project.</p> <p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): Mr. DiLuzio has more than 30 years of experience providing project management, overseeing design and engineering professionals, preparing construction documents, and coordinating engineering disciplines. Prior to joining Colliers, Tony was responsible for implementing and leading all aspects of the project management group serving municipal clients on a wide variety of project types across the Commonwealth.</p> <p>Relevant Completed Project Experience:</p> <ul style="list-style-type: none"> ▪ West Boylston Senior Center ▪ West Boylston Police Station (Cardinal Construction, Inc.) ▪ Bolton Public Safety Facility (CDR Maguire) ▪ Montague Public Safety Facility (CDR Maguire) ▪ Gardner Police Station (CDR Maguire) ▪ Palmer Police Headquarters (CDR Maguire) ▪ Webster Police Station (CDR Maguire) ▪ Chatham Police Station & Town Hall Annex (CDR Maguire) ▪ Hudson Fire Headquarters (CDR Maguire) ▪ Yarmouth Fire Station #3 (CDR Maguire) 	<p>Phil will be immediately available to fill his role for the New Public Safety Facility Project.</p> <p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): Mr. Palumbo brings nearly 15 years of design, engineering, construction and property management expertise to the Colliers International team. With degrees in Architecture and Building Technology, Phil provides multi-faceted insight to his role as Project Manager. Phil's previous responsibilities have included on-site construction management, architectural design review with particular focus upon code compliance, constructability, project estimating and scheduling.</p> <p>Relevant Completed Project Experience:</p> <ul style="list-style-type: none"> ▪ West Boylston's Senior Center ▪ Narragansett's Templeton Center School ▪ Northborough's Lincoln Street Elementary School ▪ Ventress Memorial Library (Design Partnership) ▪ The John D. Runkle School (Design Partnership) ▪ Bridge & Bowman Elementary School (Design Partnership) ▪ Briggs Elementary School (ART Engineering)

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question #6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

<p>a. Name and Title Within Firm: Matt Dunn, LEED AP, Construction Representative</p> <p>b. Project Assignment: Construction Representative</p> <p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Colliers Project Leaders 67 Hunt Street, Suite 119 Agawam, MA 01001</p> <p>MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/></p>	<p>a. Name and Title Within Firm: Frank Baldino, PE, CCP, Director</p> <p>b. Project Assignment: MEP Support</p> <p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Colliers Project Leaders 135 New Road Madison, CT 06443</p> <p>MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u>6</u> years With Other Firms: <u>32</u> years</p>	<p>d. Years Experience: With This Firm: <u>13</u> year With Other Firms: <u>13</u> years</p>
<p>e. Education: Degree(s) /Year/Specialization Bachelor of Science/New York Institute of Technology/1981/Architecture Associate of Applied Science/New York City Community College/1977/Construction Technology</p> <p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number LEED Accredited Professional</p>	<p>e. Education: Degree(s) /Year/Specialization Bachelor of Science/Central Connecticut State University/1993/Civil Engineering – Construction Management Associates Degree/ Hartford State Technical College/1991/Mechanical Engineering</p> <p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number Licensed Professional Engineer (CT) Certified Commissioning Professional (CCP)</p>
<p>g. Current Work Assignments and Availability For This Project:</p> <ul style="list-style-type: none"> ▪ Fitchburg's City Hall Campus – Currently in Construction ▪ Fitchburg's Crocker Elementary School – Currently in Feasibility ▪ Narragansett's Templeton Center School – Currently in Closeout <p>Matt will be immediately available to fill his role for the New Public Safety Facility Project.</p>	<p>g. Current Work Assignments and Availability For This Project:</p> <ul style="list-style-type: none"> ▪ Hadley's New Fire Substation & New Senior Center – Currently in Construction ▪ Longmeadow's New Public Works Facility – Currently in Construction ▪ South Hadley's Senior Center Replacement – Currently in Design
<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Dunn has over 35 years of experience as Project Manager, Construction Administrator and Owner's Representative on large scale healthcare, school, commercial and residential construction projects. In his role as Construction Representative, Matt is an experienced problem-solver and results-focused leader who consistently strives to improve efficiency.</p> <p>Relevant Completed Project Experience:</p> <ul style="list-style-type: none"> ▪ West Bridgewater Middle/Senior High School ▪ Granby's East Meadow Elementary School ▪ MSBA Accelerated Repair – Greenfield's Federal Street Elementary School ▪ MSBA Accelerated Repair – Ludlow's East Street Elementary School ▪ MSBA Accelerated Repair – Nauset Regional Middle School ▪ John R. Briggs Elementary School (STV Construction, Inc.) ▪ New York City Public Schools – Multiple Projects (HRH Construction) 	<p>Frank will be immediately available to fill his role for the New Public Safety Facility Project.</p> <p>Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Mr. Baldino is a professional mechanical engineer and Certified Commissioning Professional with more than 25 years of experience in mechanical design and commissioning. Frank's focus has been the coordination, design, and specification of HVAC, plumbing and fire protection systems. Frank brings an operational focus to design reviews, construction field inspections, performance testing, mechanical system optimization, and operator training.</p> <p>Relevant Completed Project Experience:</p> <ul style="list-style-type: none"> ▪ Chatham Police Department & Town Hall Annex ▪ Hartford's Public Safety Complex ▪ Wellesley Police & Fire Station ▪ West Springfield Public Library ▪ Eastham Public Library

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

<p>a. Name and Title Within Firm: Thao Nguyen, Project Accountant</p>	<p>a. Name and Title Within Firm:</p>
<p>b. Project Assignment: Financial Monitoring & Reporting</p>	<p>b. Project Assignment:</p>
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Colliers Project Leaders 135 New Road Madison, CT 06443</p> <p>MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/></p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOBE <input type="checkbox"/> VBE <input type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u>1</u> year With Other Firms: <u>6</u> years</p>	<p>d. Years Experience: With This Firm: _____ With Other Firms: _____</p>
<p>e. Education: Degree(s) /Year/Specialization Bachelor of Arts Accounting/Emmanuel College</p>	<p>e. Education: Degree(s) /Year/Specialization</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</p>	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</p>
<p>g. Current Work Assignments and Availability For This Project:</p> <ul style="list-style-type: none"> ▪ Hadley's New Fire Substation & New Senior Center – Currently in Construction ▪ Longmeadow's New Public Works Facility – Currently in Construction ▪ Fitchburg's City Hall Campus – Currently in Construction <p>Thao will be immediately available to fill her role for the New Public Safety Facility Project.</p>	<p>g. Current Work Assignments and Availability For This Project:</p>
<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): Ms. Nguyen has more than 5 years of financial and business experience. Thao lends the benefit of her strong analytical skills, audit experience, and client management skills to the development, implementation and summary of budgets and expenses for Colliers' client portfolio. In her role as Project Accountant, Thao utilizes her financial acumen to assist Colliers' Project Managers with the financial tracking of their projects and to interact with clients to reconcile the tracking of expenses within their own internal systems.</p>	<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm):</p>

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include ONLY Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).						
Project Name And Location Principal-In-Charge/Project Director	Brief Description Of Project And Services (Include Reference To Relevant Experience)	Client's Name, Address And Phone Number (Include Name Of Contact Person)	Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)		
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible	
(1) Hadley New Fire Substation Hadley, MA Ken Guyette, MCPPO	<ul style="list-style-type: none"> ▪ New single-story, 5,300 gsf fire substation ▪ Energy efficient building which will include a meeting room, kitchen / break room, dispatch room, office, two bunk rooms, apparatus bay, and bathrooms 	David Nixon Town Manager Town of Hadley 100 Middle Street Hadley, MA 01035 413-586-0221	July 2020 (E)	\$3.7 Million	\$71,600	
(2) Hampden Police Station Hampden, MA Alan Minkus, AIA, LEED AP, MCPPO	<ul style="list-style-type: none"> ▪ 6,800 gsf new police station ADA compliant and includes an emergency generator, a sally port and covered parking for police vehicles 	Jeff Farnsworth Chief of Police Town of Hampden 625 Main Street Hampden, MA 01036 413-566-8011	October 2016 (A)	\$2.2 Million	\$95,757	
(3) Fitchburg City Hall Campus Fitchburg, MA Ken Guyette, MCPPO	<ul style="list-style-type: none"> ▪ Multi-building renovation projects ▪ Total demolition and renovation of 718 Main Street, with removal and replacement of the roof, system replacement, and layout redesign ▪ 700 Main Street will see a redesign of the workspace, upgrade of systems, and envelope repairs ▪ Parking deck and plaza upgrade will occur for the entire site ▪ LEED Registered 	Mary Delaney Chief Procurement Officer City of Fitchburg 166 Boulder Drive, Ste. 108 Fitchburg, MA 01420 978-829-1850	September 2020 (E)	\$23 Million	\$1,102,100	
(4) West Boylston Senior Center West Boylston, MA Ken Guyette, MCPPO	<ul style="list-style-type: none"> ▪ New 10,000 gsf Senior Center ▪ Built on current Town Park land adjacent to a residential neighborhood requiring close communication between all project constituents 	John Hadley Building Committee Chair c/o Town of West Boylston 140 Worcester Street West Boylston, MA 01583 508-509-1246	March 2019 (A)	\$5.2 Million	\$110,600 (Construction, FF&E, and Close Out)	
(5) Longmeadow Public Works Facility Longmeadow, MA Alan Minkus, AIA, LEED AP, MCPPO	<ul style="list-style-type: none"> ▪ New 45,230 gsf Public Works Facility which will replace the existing facility built in 1931 	Stephen J. Crane Former Town Manager, Town of Longmeadow Current Town Manager, Town of Concord Town of Concord 22 Monument Square Concord, MA 01742 978-318-3000	June 2020 (E)	\$12.8 Million	\$250,000	

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects: 57 Projects		# of Active Projects: 15 Projects		Total Construction Cost (In Thousands) of Active Projects (excluding studies): \$650 Million		
Role P, C, JV *,	Phases Sl., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated if Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
P	Sch., D.D., C.D.	1. Assabet Valley Regional School District Assabet Valley Regional Technical High School Marlborough, MA Alan Minkus, AIA, LEED AP, MCPPO	Assabet Valley Regional School District Kris Luoto Director of Business Operations 508-263-9604	\$59.2 Million	December 2015 (A) Renovation	
P	Sch., D.D., C.D.	2. Bristol County Agricultural High School Dighton, MA Alan Minkus, AIA, LEED AP, MCPPO	Bristol County Agricultural High School Adele G. Sands Superintendent 508-669-6744	\$103.8 Million	Spring 2022 (E) New & Renovation	
P	Sch., D.D., C.D.	3. Cape Cod Regional Technical High School Harwich, MA Ken Guyette, MCPPO	Cape Cod Regional Technical High School Erin Orcutt Business Administrator 508-432-4500 ext. 233	\$128.1 Million	Summer 2022 (E) New	
P	Sch., D.D., C.D.	4. City of Easthampton New Pre-K to Eight School Easthampton, MA Alan Minkus, AIA, LEED AP, MCPPO	City of Easthampton Allison LeClair Superintendent of Schools 413-529-1500	\$109.2 Million	Fall 2022 (E) New	
P	Sch., D.D., C.D.	5. City of Fitchburg City Hall Campus Fitchburg, MA Ken Guyette, MCPPO	City of Fitchburg Mary Delaney Chief Procurement Officer 978-829-1850	\$23 Million	September 2020 (E) Renovation	
P	Sch., D.D., C.D.	6. City of Fitchburg Crocker Elementary School Fitchburg, MA Ken Guyette, MCPPO	City of Fitchburg Mary Delaney Chief Procurement Officer 978-829-1850	\$60 Million	TBD	
P	Sch., D.D., C.D.	7. City of Gardner New Elementary School Gardner, MA Alan Minkus, AIA, LEED AP, MCPPO	City of Gardner Jennifer Dymek Purchasing Director 978-632-0426	\$89.5 Million	Summer 2022 (E) New	
P	Sch., D.D., C.D.	8. Granby Public Schools East Meadow Elementary School Granby, MA Alan Minkus, AIA, LEED AP, MCPPO	Granby Public Schools Christopher Martin Town Administrator 413-467-7177	\$29.5 Million	September 2018 (A) New	
P	Sch., D.D., C.D.	9. Nantucket Public Schools New Intermediate School & Cyrus Peirce MS Addition & Renovation Nantucket, MA Jon Winiukur, MCPPO	Nantucket Public Schools Diane O'Neil Facilities Director 508-228-7285 ext. 1156	\$45.4 Million	August 2017 (A) New & Renovation	

P	Sch., D.D., C.D.	10. Narragansett Regional School District Templeton Center School Templeton, MA Alan Minkus, AIA, LEED AP, MCPPO	Narragansett Regional School District Christopher Casavant Superintendent 978-929-5661	\$42.7 Million	August 2019 (A) New
P	Sch., D.D., C.D.	11. North Adams Public School District Colegrove Park Elementary School North Adams, MA Ken Guyette, MCPPO	North Adams Public School District Nancy Ziter Former Business Manager 619-322-1092	\$29.1 Million	Spring 2016 (A) Renovation
P	Sch., D.D., C.D.	12. Northborough Public Schools Lincoln Street School Northborough, MA Alan Minkus, AIA, LEED AP, MCPPO	Northborough Public Schools John Coderre Town Administrator 508-393-5040	\$23.8 Million	August 2016 (A) New
P	Sch., D.D., C.D.	13. Southwick-Tolland Regional School District High School Southwick, MA Jon Winikur, MCPPO	Southwick-Tolland Regional School District John Barry, Ed.D. Former Superintendent (Retired)	\$33.6 Million	Fall 2016 (A) Renovation
P	Sch., D.D., C.D.	14. Southwick-Tolland Regional School District Powder Mill Middle School Southwick, MA Jon Winikur, MCPPO	Southwick-Tolland Regional School District John Barry, Ed.D. Former Superintendent (Retired)	\$17 Million	August 2015 (A) Renovation
P	Sch., D.D., C.D.	15. Town of Foxborough Mabelle M. Burrell Elementary School Foxborough, MA Alan Minkus, AIA, LEED AP, MCPPO	Town of Foxborough Bill Yukna SBC Chairman 508-543-1665	\$34.7 Million	Summer 2021 (E) Renovation
P	Sch., D.D., C.D.	16. Town of Hadley New Fire Substation Hadley, MA Ken Guyette, MCPPO	Town of Hadley David Nixon Town Administrator 413-586-0221	\$3.7 Million	July 2020 (E) New
P	Sch., D.D., C.D.	17. Town of Hadley New Senior Center Hadley, MA Ken Guyette, MCPPO	Town of Hadley David Nixon Town Administrator 413-586-0221	\$7.1 Million	April 2020 (E) New
P	Sch., D.D., C.D.	18. Town of Hampden Police Station Hampden, MA Alan Minkus, AIA, LEED AP, MCPPO	Hampden Police Station Jeff Farnsworth Chief of Police 413-566-8011	\$2.2 Million	October 2016 (A) New
P	Sch., D.D., C.D.	19. Town of Longmeadow New Adult Center Longmeadow, MA Ken Guyette, MCPPO	Town of Longmeadow Stephen J. Crane Former Town Manager 978-318-3000	\$14.3 Million	Fall 2020 (E) New
P	Sch., D.D., C.D.	20. Town of Longmeadow New Public Works Facility Longmeadow, MA Alan Minkus, AIA, LEED AP, MCPPO	Town of Longmeadow Stephen J. Crane Former Town Manager 978-318-3000	\$12.8 Million	June 2020 (E) New
P	Sch., D.D., C.D.	21. Town of South Hadley Senior Center Replacement South Hadley, MA Ken Guyette, MCPPO	Town of South Hadley Mike Sullivan Town Administrator 413-538-5017 ext. 136	\$11.2 Million	April 2021 (E) New

P	Sch., D.D., C.D.	22. Town of West Springfield West Springfield High School West Springfield, MA Jon Winikur, MCPPO	West Springfield Public Schools Michael Richard Superintendent of Schools 413-263-3290	\$99.4 Million	January 2015 (A) New
P	Sch., D.D., C.D.	23. Town of West Springfield West Springfield Public Library West Springfield, MA Jon Winikur, MCPPO	West Springfield Public Library Antonia Golinski-Foisy Library Director 413-736-4561 ext. 1118	\$15.5 Million	January 2016 (A) Renovation
P	Sch., D.D., C.D.	24. West Bridgewater Public Schools Middle/Senior High School West Bridgewater, MA Alan Minkus, AIA, LEED AP, MCPPO	West Bridgewater Public Schools Dr. Patricia Oakley Superintendent 508-894-1230	\$63.1 Million	Fall 2016 (A) New
P	Sch., D.D., C.D.	25. Town of West Boylston Senior Center West Boylston, MA Ken Guyette, MCPPO	Town of West Boylston John Hadley Building Committee Chair 508-509-1246	\$5.2 Million	March 2019 (A) Renovation

* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

See attached Section I – Section IV for additional information regarding Colliers' Qualifications for the City of Somerville's New Public Safety Facility Project.

11. Professional Liability Insurance:

Name of Company Liberty Mutual Insurance Company	Aggregate Amount \$1M	Policy Number PLVAABP3RJ001	Expiration Date 12/01/19
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12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If **YES**, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).
No

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a. Jonathan Winikur,	Exec. Managing Director	MCPPO	Strategic Planning				
b.							

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by
(Signature)



Printed Name and Title Jonathan Winikur, Executive Managing Director Date 11/6/2019