



City of Somerville: Standard Contract Form

AMENDMENT 3

CONTRACT NAME: Owner's Project Management (OPM) Services for Building Renovation and Department Relocation Master Plan

CONTRACT NUMBER: 210018 dated 7/1/2020

WHEREAS, The City has entered into the contract numbered and dated above hereafter "the Contract," to obtain the following: Owner's Project Management (OPM) Services for Building Renovation and Department Relocation Master Plan WHEREAS, The Chief Procurement Officer has determined that an amendment is necessary to fulfill the actual needs of the City, and is more economical and practical than awarding another contract.

This Amendment is made the 13th day of May, 2021 by and between the City of Somerville ("City") and PMA Consultants, LLC (the "Vendor").

Table with contract details: Vendor Name (PMA Consultants, LLC), Vendor Address (35 Braintree Hill Office Park Suite 300 Braintree, MA 02184), Vendor Contact Name, Email, & Tel./Fax # (Chris Carroll, ccarroll@pmaconsultants.com, 781.519.1060), Contract Amount (\$900,000.00), Purchase Order # (20215552), Contract Term (7/1/2020 through 6/30/2023).

Term: The term of this Contract shall commence on 7/1/2020 and shall end on 6/30/2023 ("Term"). The Vendor shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

Procurement Type: Owner's Project Manager

Contracting Department: IAM - Capital Projects Project Manager: Melissa Woods

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows, to amend as follows:

1.1) The parties agree to amend the Contract Amount by \$260,000.00 to a new amount of \$900,000.00

1.2) The parties agree to amend the scope as follows: Additional scope and fee for COVID-19 preventive measures, per Appendix A.

2.) Insurance. Concurrent with the execution of this Amendment, the Vendor shall deposit with the City new policies or certificates of insurance, in form and substance satisfactory to the City, for any additional insurance coverage required by this Amendment or existing insurance coverage about to expire.

3.) Continuing Representations. Execution of this Amendment by the Vendor shall constitute an affirmation that the certifications, representations, and warranties contained in the Contract remain true and correct.

4.) No Default. Execution of this Amendment by the Vendor shall constitute and affirm that the Vendor is not in default of any certification, representation, warranty, covenant or other provision contained in the Contract and no event has occurred which, but for the lapse of time or service of notice, or both, would constitute a default thereunder.

Vendor Certifications: 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 Standard Contract General Conditions as set forth attached to original contract (first noted above) made part hereof. 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. The Vendor certifies that its Federal tax identification number as reported to the IRS is: 38-3327768 This Contract has been duly executed and delivered on behalf of the Vendor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: Executive Director; 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.

In all other respects Contract 210018 is ratified and confirmed, including the changes.

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certificate of Authority | <input type="checkbox"/> Somerville Living Wage Ordinance Form |
| <input checked="" type="checkbox"/> Evidence of Insurance | <input type="checkbox"/> Vulnerable Road Users Ordinance Form |
| <input checked="" type="checkbox"/> Certificate of Good Standing | <input type="checkbox"/> Campaign Contribution Disclosure Form |

IN WITNESS WHEREOF, the City and the Vendor have executed this amendment as a sealed instrument on

this, the 13th day of May, 2021

VENDOR

Date Signed: May 14, 2021

Print Title: Executive Director

Print Name: Christopher Carroll

X *Christopher Carroll*
Vendor Signature (Duly Authorized):

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 900,000.00 and that an unencumbered balance of \$ 260,000.00 is available for the current fiscal year of this contract. I further certify that a sum of \$ 260,000.00 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*
Edward Bean, City Auditor

X *Joseph A. Curtatone*
Joseph A. Curtatone, Mayor

X *Angela M. Allen*
Angela M. Allen, Purchasing Director

X *Francis X. Wright, Jr.*
Approved as to form:
Francis X. Wright, Jr., City Solicitor

X *Richard E. Raiche*
Richard E. Raiche, PE, PMP, Director of IAM

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Appendix A
Amendment Documentation

PMA Consultants, LLC. RFO 20-40 IC#2100181
OPM Building Renovation-Dept Relocation MP

ATTACHMENT A
PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the Owner shall pay the Owner's Project Manager on a time and material basis in accordance with the below hourly schedule, up to a total Basic Services fee that shall not exceed \$300,000.00. An allowance of \$50,000.00 for Estimating, Printing and other Extra Services and Reimbursable Expenses as requested by the City of Somerville is also included.

Amendment #01 as requested by the City for an additional \$100,000.00 to provide supplemental OPM support services related to implementation of the City's COVID-19 preventative measures. PMA understands this task may include programming, estimating, design coordination, procurement and construction administration as may be deemed necessary by the City. PMA proposes to add Project Manager Mitchell Miller to support this task, billed in accordance with the Basic Services hourly rate schedule below.

Amendment #02 as requested by the City to provide budget allowances for full time field oversight for the City's COVID-19 preventative measures implementation through June 2021, project management support for the City's House Doctor designer procurement and project management support for the City's HVAC service contract procurement. Budget amounts for each task are outlined in ATTACHMENT B [of Amendment #02]. The total amount of Amendment #02 is \$190,000.00, bringing the new contract total to \$640,000.00.

Amendment #03 as requested by the City to provide budget allowances for preliminary testing and balancing services per the attached scope of work, six months of full time (+/-1040 hours) project manager field oversight and six months of half time (+/- 520 hours) project management support for the City's municipal building COVID-19 preventative measures implementation. The total amount of Amendment #03 is \$260,000.00, bringing the new contract total to \$900,000.00. *cc*

For Basic Services, the Owner's Project Manager shall invoice the Owner based on the attached hourly rate schedule. For Additional Services, the Owner's Project Manager shall invoice the Owner actual costs plus 10% fee. During the course of this Contract, the rates in effect shall be in accordance with those delineated in the following table:

Hourly Rate Schedule (2020 rates below are subject to 3% annual increase thereafter)

<u>Title</u>	<u>Rate/Hr.</u>
Project Executive (Carroll)	\$245.00
Project Director (Crittenden)	\$239.00
Senior Project Manager (Burke)	\$196.00
Project Manager (Cuneo, Miller, Loeffler)	\$150.00
Site PM / Clerk (Smith, Heuter)	\$148.00
Assistant PM (LoPresti, Masse, Zhang)	\$120.00
Scheduler (Chepyala)	\$101.00
Administration (Murphy, Mervine)	\$ 91.00

For the performance of services required under the Contract, as amended, the Owner's Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

	Original Contract	Prior Amendments	Current Amendment	New Contract Value
Fee for Basic Services:				
Feasibility Study Phase	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
Schematic Design Phase (excluding estimates)	\$ -	\$ -	\$ -	\$ -
Design Development Phase	\$ -	\$ -	\$ -	\$ -
Construction Document Phase	\$ -	\$ -	\$ -	\$ -
Bidding Phase	\$ -	\$ -	\$ -	\$ -
Construction Phase	\$ -	\$ -	\$ -	\$ -
Completion Phase	\$ -	\$ -	\$ -	\$ -
Total Basic Services Fee:	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
Additional Services Allowance:	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
C19 Supplemental Services Allowance:	\$ -	\$ 260,000.00	\$ 260,000.00	\$ 520,000.00
House Doctor Support:	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
HVAC Service IFB Support:	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
Contract Summary:	\$ 350,000.00	\$ 290,000.00	\$ 260,000.00	\$ 900,000.00

The Construction Budget shall be as follows:
The Project Schedule shall be as follows:

TBD
TBD

MILHARMER ASSOCIATES, INC.

534 NEW STATE HIGHWAY, SUITE 3, RAYNHAM, MA 02767
OFFICE PHONE# 508-823-8500 OFFICE FAX# 508-823-8600

NEBB CERTIFIED AIR & HYDRONIC BALANCING TESTING, ADJUSTING AND BALANCING QUOTE

PROJECT NAME Somerville City Bldgs TAB Services

QUOTE DATE 4/29/2021

ADDRESS Various Locations

QUOTE ID Q21-1833

CITY Somerville

STATE MA

PER PLANS AND SPECS NOTED

See Scope Below and Attached Sheet

CLIENT NAME PMA Consultants

CONTACT Blake Cuneu, PMP

CLIENT TEL 781-733-0975

CLIENT FAX

TOTAL TESTING, ADJUSTING AND BALANCING QUOTE

\$19,800

COMMENTS

The attached sheet shows our estimated days at each location. Our scope is based on profiling each piece of air handling equipment observed to establish current performance. We do not include distribution evaluation. We do not include repairs. We offer the following break down per the priority list: Priority One Locations - \$11,220.00, Priority Two Locations - \$8,580.00 We would also like to note Edgerly School (1) and City Hall Annex (2) no air moving equipment was found so no time is allocated to these locations.

We exclude the following from this quote:

- 1) Furnishing of scaffolding or lifts.
- 2) Furnishing fan and motor drives and belts.
- 3) Pressure testing piping systems or cleaning of strainers.
- 4) Cleaning or replacing filters in air handling units.
- 5) All quoted work is on normal hours unless noted.
- 6) Duct Leak testing & PreDemo Unless Noted.
- 7) Commissioning or programming of control programs.
- 8) Indoor Air Quality Test and Verification, Sound and Vibration Testing.
- 9) Purchasing of plans and specifications to perform our work.
- 10) Preconstruction readings are excluded unless noted.
- 11) If Milharmer arrives on a project that has been scheduled and it is not ready a minimum charge of \$400.00 will be added to our contract.
- 12) Quotes under \$10,000.00 will not have retainage held if accepted.
- 13) COVID-19 Site Protocol

Terms:

- 1) Progress Payments will be invoiced as work is performed including preliminary report work in office. Payment is due within 30 days for each invoice. No report will be issued unless all payments are current or other arrangements have been made.
- 2) This quote is valid for 30 days from the above date. After that time an extension of this quote shall be requested by the client for it to remain valid. Without such an extension request, and an approval by Milharmer Associates, Inc., we reserve the right to adjust our quote as required.

Quote Terms and Conditions Accepted

SIGNED: Ronald C. Merlo
Milharmer Associates, Inc.

SIGNED: _____
PMA Consultants

DATE: 4/29/2021

DATE: _____

PMA Consultants Somerville Building Surveys	AHUs/ RTUs	EFs	Notes
Central Branch (Priority 1)	Bsmnt AHU	6 Small Roof ExFans	No access to roof to verify ExFan Qt
79 Highland Avenue	1st Flr AHU-3	2 Lrg Roof ExFans	
Estimated Days - 3	1st Flr AHU-4		
	2nd Flr AHU-1		
	2nd Flr AHU-2		
East Branch Library (Priority 1)	Roof RTU		
115 Broadway			
Estimated Days - 1			
City Hall (Priority 1)	Bsmnt AHU.1		
93 Highland Avenue	Bsmnt AHU.2		
Estimated Days - 3	Gnd Lvl RTU		
	Roof ????		
Traffic and Parking (Priority 1)	Roof RTU	Bsmnt ExFan	Roof has mini-spli
133 Holland Street			Local Purifires present
Estimated Days - 1			
Edgerly School (Priority 1)			No Scope. There is an ExFan but it is capped off for Kitchen.
8 Bonair Street			Window AC units throughout bldg
Estimated Days - 0			
City Hall Annex (Priority 2)			No Air Moving Equipment Notec
50 Evergreen Avenue			AC Window Units Only
Estimated Days - 0			
DPW Facility / Water Dept (Priority 2)	Grnd Lvl AHU		DPW No Air Moving Equipment Notec
1 Franey Road			
Estimated Days - 1			
Senior Center (Priority 2)	1st Flr AHU		
165 Broadway	2nd Flr AHU		
Estimated Days - 1			
Archive Building (Priority 2)	Roof RTU	Bsmnt ExFan	No Roof Access
42 Cross Street			
Estimated Days - 1			
Fire Station Headquarters (Priority 2)	Roof RTU.1	Garage ExFans (2)	Garage Exfans don't appear to be operation
266 Broadway	Roof RTU.2	Roof ExFans (4)	Cardboard blocking diffusers
Estimated Days - 3	Roof RTU.3		Roof has 7 Total ExFans - 3 not in service
	Roof RTU.4		

Appendix B
Forms

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**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

PMA Consultants, 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.

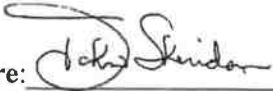
2. The LLC is organized under the laws of the state of: Michigan

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
Dr. Gui Ponce de Leon	Founder and CEO
John Sheridan	Division Director
Christopher Carroll	Executive Director

5. Signature: 

Printed Name: John Sheridan

Printed Title: Division Director

Date: 7/21/2020



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

William Francis Galvin
Secretary of the
Commonwealth

June 29, 2020

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

PMA CONSULTANTS, L.L.C.

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 30, 1997**.

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; 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: **GUI PONCE DE LEON**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **GUI PONCE DE LEON**



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

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)

7/24/2020

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant - Ann Arbor 24 Frank Lloyd Wright Dr, Ste J4100 Ann Arbor MI 48105		CONTACT NAME: PHONE (A/C. No. Ext): 734-741-0044 E-MAIL ADDRESS: Silvia.Oriani@hylant.com		FAX (A/C. No.): 734-741-1850	
INSURED PMA Consultants, LLC 226 W. Liberty Street Ann Arbor MI 48104		PMACONS-02		INSURER(S) AFFORDING COVERAGE	
				INSURER A: Federal Insurance Company NAIC # 20281	
				INSURER B: Travelers Prop Cas Co of Amer 25674	
				INSURER C: Indian Harbor Insurance Co 36940	
				INSURER D:	
				INSURER E:	
				INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1430610744 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		35841291	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
						Deductible/SIR	\$ 0
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73589225	8/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
						Deductible/SIR	\$ 0
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		ZUP-16N57488-20-NF	7/1/2020	7/1/2021	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	71722522	7/1/2020	7/1/2021	X PER STATUTE	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional/Pollution Liability		CEO744697704	7/1/2020	7/1/2021	Each Claim Aggregate SIR	5,000,000 5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Valuable Papers Coverage, Limit \$500,000
 Additional Insured for General Liability and Automobile Liability, as required by written contract - City of Somerville. A waiver of subrogation applies on the General Liability, Automobile Liability, and Workers' Compensation policies in favor of the additional insured.

CERTIFICATE HOLDER		CANCELLATION	
City of Somerville 93 Highland Avenue ATTN: Purchasing Department Somerville MA 02143		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE <i>Judy K. Wilson</i>	

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