



City of Somerville: Standard Contract Form

AMENDMENT 2

PURCHASING COPY

CONTRACT NAME: ArtFarm Design Services

CONTRACT NUMBER: 160275 dated 11/1/2015

WHEREAS, The City has entered into the contract numbered and dated above hereafter "the Contract," to obtain the following: ArtFarm Design Services
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 29th day of October, 2017 by and between the City of Somerville ("City") and over, under Incorporated (the "Vendor").

Vendor Name: over, under Incorporated.

Vendor Address: 46 Waltham Street, Courtyard One, Boston, MA 02118

Vendor Contact Name, Email, & Tel./Fax #: Christopher Grimley grimley@overcommander.com

Contract Amount: \$502,500

Purchase Order #: N/A

Contract Term: 11/01/2015 through 10/31/2018

Term: The term of this Contract shall commence on 11/01/2015 and shall end on 10/31/2018 ("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: Other: RFP#16-10 ArtFarm Design Services

Contracting Department: Arts Council Project Manager: Greg Jenkins

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. The parties agree to amend the end of the Contract Term (and Completion Date) to the following: 10/31/2018

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: 20-5129518

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: ; 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 160275 is ratified and confirmed, including the changes.

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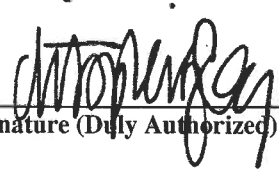
**Appendix B: Forms (Check if Applicable; If Unchecked, Not Applicable)**

- Certificate of Authority**
- Evidence of Insurance**
- Certificate of Good Standing**

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

this, the                      29th                      October,                      2017

**VENDOR**

<input checked="" type="checkbox"/> Vendor Signature (Duly Authorized): 	Date Signed: 25 OCT 2017
	Print Title: PRINCIPAL
	Print Name: CHAIS GIMPLEN


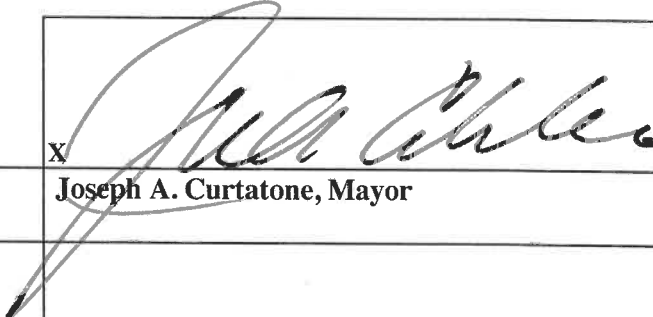
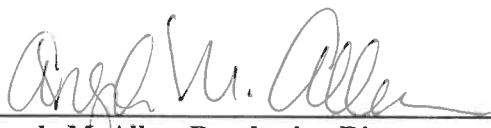

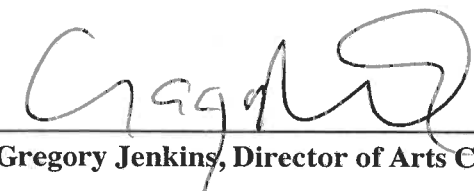
**CITY**

**City Auditor's Encumbrance Statement**

I hereby certify that the total contract amount is \$ 507,500.00 and that an unencumbered balance of

\$ N/A is available for the current fiscal year of this contract. I further certify that a sum of

\$ N/A 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.

<input checked="" type="checkbox"/>  Edward Bean, City Auditor	<input checked="" type="checkbox"/>  Joseph A. Curtatone, Mayor
<input checked="" type="checkbox"/>  Angela M. Allen, Purchasing Director	<input checked="" type="checkbox"/>  Approved as to form: <u>APRIL</u> Francis X. Wright, Jr., City Solicitor <i>Dallas Hopm</i>
<input checked="" type="checkbox"/>  Gregory Jenkins, Director of Arts Council	



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**Appendix A**  
*Amendment Documentation*  
*(Time Extension Only)*

**Appendix B**  
*Forms*



## Certificate of Authority (Corporations Only)

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

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

\_\_\_\_\_ over, under Incorporated \_\_\_\_\_

**(Insert Full Name of Corporation)**

2. I hereby certify that the following individual Mark Pasnik

**(Insert the Name of Officer who Signed the Contract and Bonds)**

is the duly elected President and Director of said Corporation.

**(Insert the Title of the Officer in Line 2)**

3. I hereby certify that on July 1, 2006

**(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)**

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

Mark Pasnik

President and Director

**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

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

4. **ATTEST:**

**Signature:** \_\_\_\_\_

**(Clerk or Secretary)**

**Printed Name:** Christopher Grimley

**Printed Title:** Secretary

**Date:** October 25, 2017

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



Print





**Certificate of Authority  
(Corporations Only)**

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

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of  
over, under Incorporated

\_\_\_\_\_  
**(Insert Full Name of Corporation)**

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

is the duly elected Principal of said Corporation.

**(Insert the Title of the Officer in Line 2)**

3. I hereby certify that on 25 October 2017  
**(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)**

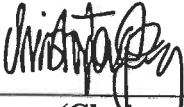
at a duly authorized meeting of the Board of Directors of said corporation, at which a  
quorum was present, it was voted that

Chris Grimley

Principal

**(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)**

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

4. **ATTEST:**   
**Signature:** \_\_\_\_\_  
**(Clerk or Secretary)**

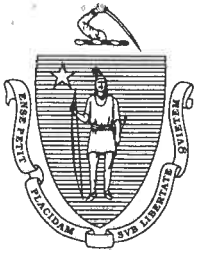
**AFFIX CORPORATE SEAL HERE**

**Printed Name:** Chris Grimley

**Printed Title:** Secretary

**Date:** 25 October 2017  
**(Date Must Be on or after Date Officer Signed Contract/Bonds)**





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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: January 23, 2017

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**OVER, UNDER INC.**

is a domestic corporation organized on **July 01, 2006** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 17010372580

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

Processed by:

**INSURANCE SPECIFICATIONS**

**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

B. 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

C. 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  
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.**



OVERU-1

OP ID: SS

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/05/2017

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

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

<b>PRODUCER</b> Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 781-245-5400	<b>FAX (A/C, No):</b> 781-245-5463
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Continental Casualty Company	<b>NAIC #</b> 20443
	<b>INSURER B:</b> XL Specialty Insurance Company	<b>NAIC #</b> 37885
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** over, under, Inc  
 46 Waltham Street Courtyard 1  
 Boston, MA 02118

**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.**

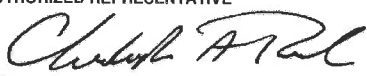
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>COMMERCIAL GENERAL LIABILITY</b>  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6012235947	06/26/2017	06/26/2018	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	
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			6012235947	06/26/2017	06/26/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						OCCUR	\$	
							CLAIMS-MADE	\$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	OTHER	
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
B	<b>Arch./Engrs</b> <b>Prof. Liability</b>			DPR9910012	12/31/2016	12/31/2017	<b>Per Claim</b>	1,000,000	
								<b>Aggregate</b>	1,000,000

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

Project #17-151 Consulting Services - "Somerville By Design" Neighborhood  
 Planning Process on an As-Needed Basis  
 City of Somerville is included as additional insured on general liability policy as required by written contract.

**CERTIFICATE HOLDER**

**CANCELLATION**

CITYS-7	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Somerville Purchasing Department 93 Highland Avenue Somerville, MA 02143	AUTHORIZED REPRESENTATIVE 





**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 7/1/2017 “Living Wage” shall be deemed to be an hourly wage of no less than **\$12.49** 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

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

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

CITY OF SOMERVILLE

Rev. 05/12/17

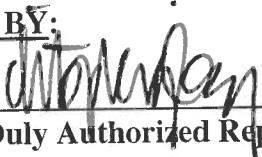
security returns, and evidence of payment thereof and such other data as may be required by the contracting City Department from time to time.

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: Principal

Name of Vendor: Christopher Grimley

Date: October 24, 2017



**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 7/1/2017 is **\$12.49** 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.



17 NOV - 2 AM 9:56  
AUDITING DEPT.

RECEIVED  
PURCHASING DEPT.  
2017 OCT 26 AM 9:53