



City of Somerville: Standard Contract Form

AMENDMENT 2

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 17th day of March, 2021 by and between the City of Somerville ("City") and PMA Consultants, LLC (the "Vendor").

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

& Tel./Fax #: 781.519.1060

Contract Amount: \$640,000.00

Purchase Order #: 20214761/20214762/20214763

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: Fred Massaro

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 Contract Amount by \$190,000.00 to a new amount of \$ 640,000.00

1.3) The parties agree to amend the scope as follows: Additional scope and fee for COVID-19, HVAC, and on-call services, 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: ; 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 17th day of March, 2021


VENDOR

X <i>Christopher Carroll</i> Vendor Signature (Duly Authorized):	Date Signed: April 1, 2021
	Print Title: PMA Executive Director
	Print Name: Christopher Carroll

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 640,000.00 and that an unencumbered balance of \$ 190,000.00 is available for the current fiscal year of this contract. I further certify that a sum of \$ 199,000.00 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, City Auditor	 Joseph A. Curtatone, Mayor
X  Angela M. Allen, Purchasing Director	X  Approved as to form: ^{Asst.} Francis X. Wright, Jr., City Solicitor
X  Richard E. Raiche, PE, PMP, Director of IAM	 Hannah Pappenheimer

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Appendix A
Amendment Documentation

PMA Consultants, LLC. RFO 20-40 [C#210018]
OPM Building Renovation-Dent 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. The total amount of Amendment #02 is \$190,000.00, bringing the new contract total to \$640,000.00.

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:

Fee for Basic Services:	Original Contract	Prior Amendments	Current Amendment	New Contract Value
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:	\$ -	\$ 100,000.00	\$ 160,000.00	\$ 260,000.00
House Doctor Support:	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00
HVAC Service IFB Support:	\$ -	\$ -	\$ 20,000.00	\$ 20,000.00
Contract Summary:	\$ 350,000.00	\$ 100,000.00	\$ 190,000.00	\$ 640,000.00

The Construction Budget shall be as follows:

TBD

The Project Schedule shall be as follows:

TBD

**PMA Consultants, LLC. RFQ 20-40 [C#210018]
OPM Building Renovation-Dept Relocation MP**

ATTACHMENT B (AMENDMENT #2)

		Master Plan Feasibility	C19 Services	House Doctor Support	HVAC Service IFB Support
ACTUALS	Aug-20	\$2,453	\$0	\$0	\$0
	Sep-20	\$2,957	\$3,389	\$0	\$0
	Oct-20	\$8,121	\$11,878	\$0	\$0
	Nov-20	\$7,135	\$7,766	\$0	\$0
	Dec-20	\$9,113	\$20,184	\$5,366	\$1,106
	Jan-21	\$4,886	\$36,746	\$4,550	\$4,860
	Feb-21	\$4,729	\$34,345	\$39	\$386
	Mar-21	\$11,093	\$36,423	\$46	\$3,412
	Apr-21	\$11,093	\$36,423	\$0	\$3,412
	May-21	\$11,093	\$36,423	\$0	\$3,412
	Jun-21	\$11,093	\$36,423	\$0	\$3,412
	REMAINING BUDGET	Jul-21	\$11,093	\$0	\$0
Aug-21		\$11,093	\$0	\$0	\$0
Sep-21		\$11,093	\$0	\$0	\$0
Oct-21		\$11,093	\$0	\$0	\$0
Nov-21		\$11,093	\$0	\$0	\$0
Dec-21		\$11,093	\$0	\$0	\$0
Jan-22		\$11,093	\$0	\$0	\$0
Feb-22		\$11,093	\$0	\$0	\$0
Mar-22		\$11,093	\$0	\$0	\$0
Apr-22		\$11,093	\$0	\$0	\$0
May-22		\$11,093	\$0	\$0	\$0
Jun-22		\$11,093	\$0	\$0	\$0
Jul-22		\$11,093	\$0	\$0	\$0
Aug-22		\$11,093	\$0	\$0	\$0
Sep-22		\$11,093	\$0	\$0	\$0
Oct-22		\$11,093	\$0	\$0	\$0
Nov-22		\$11,093	\$0	\$0	\$0
Dec-22		\$11,093	\$0	\$0	\$0
Jan-23		\$11,093	\$0	\$0	\$0
Feb-23		\$11,093	\$0	\$0	\$0
Mar-23		\$11,093	\$0	\$0	\$0
Apr-23		\$11,093	\$0	\$0	\$0
May-23		\$11,093	\$0	\$0	\$0
Jun-23		\$11,093	\$0	\$0	\$0
Subtotal by Task		\$350,000	\$260,000	\$10,000	\$20,000
New Contract Total		\$640,000			

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.

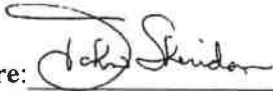
2. The LLC is organized under the laws of the state of: Michigan

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



William Francis Galvin
Secretary of the
Commonwealth

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

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 FAX (A/C No): 734-741-1850 E-MAIL ADDRESS: Silvia.Oriani@hylant.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED PMA Consultants, LLC 226 W. Liberty Street Ann Arbor MI 48104	PMACONS-02	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:

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"/> PROJECT <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 <input type="checkbox"/> OTHER		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 \$		ZUP-16N57468-20-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	<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
C	Professional/Pollution Liability		CE0744697704	7/1/2020	7/1/2021	Each Claim 5,000,000 Aggregate 5,000,000 SIR 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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