



Agreement for OPM Services Between the City of Somerville and PMA Consultants, LLC

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

This Contract, numbered 210018, 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: 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

Design Professional Type: Owner's Project Manager

Contract Amount: \$ 350,000.00 Not to Exceed Amount

Purchase Order #: 20210570

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").

Procurement Type: Request for Qualifications under MGL c. 149, 44A1/2 (RFQ #20-40)

Contracting Department: Capital Projects & Planning **Project Manager:** Fred Massaro

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 Owner's Project Management Contract General Conditions, and Supplemental Conditions if they apply, as set forth within the attached hereto, made part hereof.
 Supplemental Conditions apply if checked
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.
TIN: The Vendor certifies that its accurate 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by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.

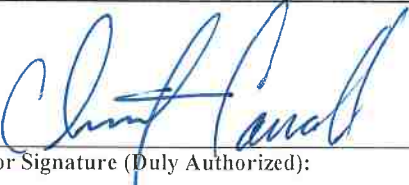
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Appendix C: Forms (Check if Applicable; If Unchecked, Not Applicable)

- | | |
|--|---|
| <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 <i>N/A</i> |
| <input checked="" type="checkbox"/> Bid Package Documents | <input type="checkbox"/> Campaign Contribution Disclosure Form |
| <input type="checkbox"/> Mass. Professional Registration Numbers | |

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument on
 this, the 26th day of June, 2020


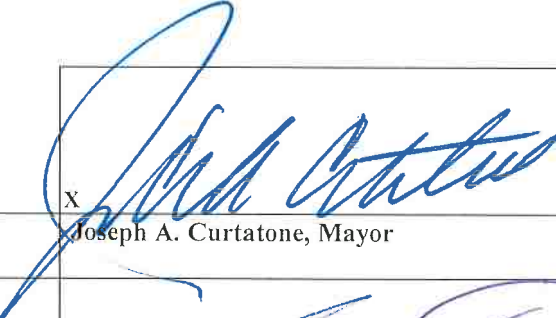

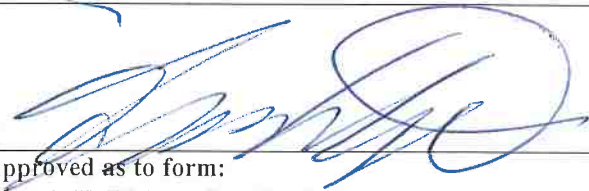

VENDOR

X  Vendor Signature (Duly Authorized):	Date Signed: <u>JULY 14, 2020</u>
	Print Title: <u>EXECUTIVE DIRECTOR</u>
	Print Name: <u>Christopher Carroll</u>

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 350,000.00 and that an unencumbered balance of
 \$ 350,000.00 is available for the current fiscal year of this contract. I further certify that a sum of
 \$ 350,000.00 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	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 I
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 City when respective contractual requirements are not being fulfilled.

4.2 The Owner's Project Manager shall perform the services required under this Agreement 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>
---------------------	-------------------------

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>
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

RFQ 20-40 and application submitted by PMA Consultants, LLC incorporated by reference.

RFQ # 20-40

SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS/SCOPE OF SERVICES

Rule for Award

The City may award a contract to a responsive and responsible Applicant deemed to be the most highly qualified based on the evaluation procedures and fee negotiations described herein. The City reserves the right to reject any and all responses if it determines that it is in the best interest of the City to do so. The contract will be awarded within ninety (90) days after the Application deadline. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

Background / Scope of Work

The City of Somerville is seeking an Owners Project Manager (OPM) for the management of design and construction associated with a Building Renovation and Department Relocation Master Plan.

For the purposes of this document, the OPM selected as part of this project shall meet the requirements outlined in the Commonwealth of Massachusetts Owner's Project Manager Guidelines – M.G.L. c. 149, §44A½ and as further defined by the provisions of this Request for Qualifications. The law provides a listing of the minimally required duties of the OPM as follows:

The duties of the owner's project manager shall include, but need not be limited to, providing advice and consultation with respect to design, value engineering, scope of the work, cost estimating, general contractor and subcontractor prequalification pursuant to section 44D ½ or 44D ¾ when applicable, scheduling, construction and the selection, negotiation with and oversight of a designer and a general contractor for the project, ensuring the preparation of time schedules which shall serve as control standards for monitoring performance of the building project, and assisting in project evaluation including, but not limited to, written evaluation of the performance of the design professional, contractors, and subcontractors.

Additional scope information is provided later in this document and will serve as a starting point for scope and fee negotiations with the selected Applicant.

Project Background:

The City of Somerville owns and operates 27 buildings and leases space in 2 locations for the purposes of delivering municipal services and public education to its constituents. Many of these structures are of older and antiquated construction and incompatible with twenty-first century municipality usage and sustainability requirements. From August 2017 through January 2019, a Building Master Plan Working Group consisting of representation from key City and School staff assisted by our consultant, Kleinfelder, evaluated departmental office space needs and developed a general department relocation strategy to improve departmental operations and constituent experience. The summary report from that concept planning effort is provided as reference for the preparation of responses to this RFQ. The resulting Building Renovation & Department Relocation

Master Plan, available on the City's website at <https://www.somervillema.gov/sites/default/files/departmental-relocation-strategy-and-implementation-plan-report.pdf> includes the following key components:

- Complete a full renovation of the 1895 Building on Central Hill Campus. The 1895 Building is currently part of Somerville High School but will be vacated when the new High School is opened for the 2020/2021 school year. Due to the historic nature of the building, the renovation must preserve historically significant features, but fully attain code and ADA compliance and efficiently house several relocated City Departments and possibly the Somerville Center for Adult Learning Experiences.
- Complete a full renovation of City Hall on Central Hill Campus. Due to the historic nature of the building, the renovation must preserve historically significant features, but fully attain code and ADA compliance and efficiently house selected City Departments and public meeting spaces.
- Complete a full renovation of the Edgerly School at 33 Cross Street. This former school building has been repurposed for school administration and other office uses. The renovation must fully attain code and ADA compliance and efficiently house school administration and other City and education-related office uses.
- Complete a renovation or demolition and replacement of the 45 College Avenue building. This former church must be renovated or replaced to fully attain code and ADA compliance and efficiently house selected City Department offices and public meeting spaces.
- Renovation or demolition of other potentially selected properties. All potential renovations must fully attain historical, code, ADA compliance and efficiently house school administration and/or other City and education or office related uses.
- Relocate all Departments currently housed at the City Hall Annex, 50 Evergreen Avenue, and fully vacate the building.
- Relocate all Departments currently housed at the Recreation Building, 19 Walnut Street, and fully vacate the building.
- Relocate all Departments currently housed at the Cummings School, 42 Prescott Street, and fully vacate the building.
- Relocate all Departments currently housed at the Tufts Administration Building, 167 Holland Street, and end the lease.
- In addition to the permanent relocations referenced, temporary swing-space, including offices and related use requirements are needed during renovation for the relocated departments.

The work of the Building Master Plan Working Group demonstrated that this high-level strategy could better achieve the City's goals. The purpose of the Building Renovation & Department Relocation Master Plan project is to initiate schematic design and ultimately advance the associated projects into construction. Critical components of the schematic design and design development phases of the project include:

- Validating the space needs of the relocated Departments and refining the programming of the buildings to be renovated.
- Advancing the design of the building renovations, including needs for historic preservation and code/ADA compliance, and refining the associated cost estimates.

- Work closely with the City of Somerville's Office of Sustainability and Environmental (OSE) to assure the city's sustainability goals are met, including net-zero emissions by the year 2050.
- Supporting the City's effort to determine the best use of the vacated buildings/parcels and the 45 College Avenue parcel through a community process and in consideration of a wide range of City goals and potential program needs not evaluated by the Building Master Plan Working Group.
- Developing a phased implementation plan including considerations for logistics, priorities, and affordability, incorporating costs associated with maintenance of both renovated and vacated buildings.
- Developing a comprehensive commissioning plan for all major assets that assures performance of facilities, systems and assemblies meets the defined objectives and criteria.
- Developing a comprehensive asset on-boarding, and asset tagging process to assure assets are properly added to the City's Computerized Maintenance Management System.

The Building Renovation & Department Relocation Master Plan project will advance simultaneously with and will need to coordinate with other active projects including: Somerville High School construction; Central Hill Campus Plan; MBTA Green Line Extension construction; Building Asset Management and Capital Improvement Plan; Citywide Parking Study; New Public Safety Building, and the Poplar Street Pump Station project.

Scope of Work:

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's Department of Infrastructure & Asset Management (IAM), 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 architect's 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 actions 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 IAM-Capital Projects 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.** 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 drawings 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 sources 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 requirements 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 consultants' 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 all 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 a 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 and 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 orders 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 from the Designer and/or Contractor.
- 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:

In order to be eligible for selection, each Respondent must certify that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, may be rejected without further consideration.

1. Ability to demonstrate a high degree of quality and experience in completion of multi-functional projects of a similar nature, including municipal office and school administration buildings, and public and community space within an urban setting.
2. Evaluation of project approach including staffing of project and qualifications, budgeting, value engineering, information management, change order process management, claims avoidance, and other management and administrative systems related to scope of work.
3. Massachusetts licensing and registration in all applicable disciplines and thorough knowledge of Massachusetts Building Code(s), regulations, related to the Americans with Disabilities Act (ADA), and all other pertinent codes and regulations related to successful completion of the project.
4. Knowledge of Massachusetts public procurement process, including but not limited to laws and regulations (especially M.G.L. Chapter 149 Labor and Industries and 149A, Public Construction Alternative Delivery Methods).
5. Ability to work with a wide range of agents; including Architects, Contractors, Subcontractors, Consultants, Municipal Employees, etc.) on behalf of the Awarding Authority in providing information relevant to the progress of the project on a timely basis.

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be currently certified in the Massachusetts Certified Public Purchasing Officer (the "MCPPO") Program as administered by the Inspector General of the Commonwealth of Massachusetts and must also meet the following minimum requirements:

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least five years' experience in the construction and supervision of construction and design of public buildings;
- or,
- if not registered as an architect or professional engineer, the Project Director must

be a person who has at least seven years' experience in the construction and supervision of construction and design of public buildings.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	
Somerville Master Plan - PRELIMINARY SCHEDULE DRAFT																											
OPM Selection																											
A1000	PMA Interview	1	10-Feb-20 A	10-Feb-20 A	0																						
A1010	OPM Selection Period	13	11-Feb-20 A	27-Feb-20 A	0																						
A1020	Contract Negotiation	3	02-Mar-20 A	04-Mar-20	0																						
A1390	PMA Contract Executed	10	05-Mar-20	18-Mar-20	0																						
Designer Selection																											
A1030	OPM Draft Designer RFS	10	19-Mar-20	01-Apr-20	0																						
A1430	City Review of Designer RFS	5	02-Apr-20	08-Apr-20	0																						
A1040	OPM Update Designer RFS per City Review Comments	3	09-Apr-20	13-Apr-20	0																						
A1060	Designer RFS Advertisements	7	14-Apr-20	22-Apr-20	0																						
A1050	Designer RFS Response Period	20	23-Apr-20	20-May-20	0																						
A1070	PMA Reference Checks and Evaluation of Responses Submitted to DSP	10	21-May-20	03-Jun-20	0																						
A1080	Designer Selection Panel Mtg #1 - Shortlist (DATE TBD)	10	18-Jun-20	01-Jul-20	0																						
A1090	Designer Selection Panel Mtg #2 - Interviews (DATE TBD)	10	02-Jul-20	15-Jul-20	0																						
A1100	Negotiate & Execute Contract	10	16-Jul-20	29-Jul-20	0																						
Preliminary Design Program																											
A1130	Evaluation of Existing Conditions	50	30-Jul-20	07-Oct-20	20																						
A1190	Master Plan Refined with Designer and OPM Input	50	30-Jul-20	07-Oct-20	0																						
A1200	Final Review & Acceptance of Master Plan Strategy	15	08-Oct-20	28-Oct-20	0																						
A1120	Update Space Summaries to Align with Approved Master Plan	10	29-Oct-20	11-Nov-20	0																						
A1140	Establish Site Development Requirements	5	05-Nov-20	11-Nov-20	0																						
A1150	Preliminary Evaluation of Alternatives	20	12-Nov-20	09-Dec-20	0																						
A1210	Cost & Schedule Analysis of Alternatives	20	10-Dec-20	06-Jan-21	0																						
A1220	City Approval of Alternatives	10	07-Jan-21	20-Jan-21	0																						
Preferred Schematic Report																											
A1230	Evaluation of Existing Conditions (Phase II Exploration)	30	21-Jan-21	03-Mar-21	0																						
A1240	Update Design Program Per Phase II Existing Conditions Evals (if req'd)	40	21-Jan-21	17-Mar-21	0																						
A1250	Development of Preferred Schematic	30	18-Mar-21	28-Apr-21	0																						
A1270	Cost Estimates	20	29-Apr-21	26-May-21	0																						
A1280	Estimate Reconciliation and Value Management	15	27-May-21	16-Jun-21	0																						
A1260	Local Actions and Approvals (Project Funding)	8	17-Jun-21	28-Jun-21	0																						
Permitting																											
MA Historical Commission																											
A1510	Complete & Submit PNF to MHC	10	21-Jan-21	03-Feb-21	75																						
A1620	MHC Review Period	20	04-Feb-21	03-Mar-21	75																						
MEPA EN/FEIR																											
A2190	Determination of Applicability @ PSR	5	18-Mar-21	24-Mar-21	60																						
EEA Article 97 Land Disposition Policy																											
A2650	Determination of Applicability @ PSR	5	18-Mar-21	24-Mar-21	60																						
MA DOT Permitting																											
A2660	Determination of Applicability @ PSR	5	18-Mar-21	24-Mar-21	60																						

Legend:

- Actual Work
- Remaining Work
- Critical Remaining Work
- ◆ Milestone

Page 1 of 2

PMA Consultants

PROJECT EXECUTIVES

- Executive oversight
- Contract development
- Contract management
- Dispute resolution
- Issues avoidance
- Project controls

Chris Carroll, MCPPO

Availability up to 10%

Chris will serve as the Project Executive. Chris is the lead Owner's Project Manager on educational and municipal building projects in Massachusetts. He leads the contract development and formation efforts, and the design – contractor - subcontractor procurements on behalf of the Owners. Mr. Carroll is responsible for PMA's OPM services from the initiation of a project and right through the design, construction, furnishing, turnover and occupancy of the project for the owner. Chris is available throughout the duration of the project to work alongside the City of Somerville and to provide executive oversight to the PMA project team.

Chad Crittenden, MCPPO

Availability up to 20%

Chad will serve as the Project Director. As a PMA Managing Director on PMA's educational and municipal projects, Chad is well versed at managing and coordinating design and construction teams, interacting with the Owner/Architect, schedule tracking, and cost reporting to ensure Owner goals are met and/or exceeded. Chad provides project coordination, schedule and budget analysis, value management, claims review analysis, field supervision, monthly progress updates, on-site observations of progress, accurate and complete daily field reports, document control services and manages subcontractor's efforts including design & constructability reviews, commissioning and 3rd party testing/inspection services on site. He is available throughout the duration of the project to work alongside the City of Somerville and the project team.

PROJECT MANAGERS

- Designer RFS
- Preconstruction management
- Construction management planning
- Risk management
- Contract administration
- Project controls (schedule & budget)
- Procurement management
- Sustainability management
- Community outreach
- Project logistics
- Design review coordination
- Sub-consultant coordination
- Change order administration
- Issues resolution
- Claims avoidance
- Closeout oversight

Sean Burke, Senior Project Manager

Available up to 20% During Design, 50% During Construction

Sean will serve as the Senior Project Manager and day-to-day contact for this project. As a PMA Director, Sean's project management experience includes change order administration, schedule and cost management, and project controls. His industry sector experience includes hospitality, high-end residences, and public facilities. Sean will be available throughout the duration of the project to work alongside the City of Somerville, and directly with the project leadership, and the rest of the project team.

Blake Cuneo, Project Manager

Available up to 50% During Designer Selection, 100% During Design, 100% During Construction

Blake will serve as a Project Manager and key point of contact for this project. As a PMA Senior Engineer, Blake's most current project management experience includes work on large local and international pharmaceutical construction projects with roles that include client service, multi-project team integration and planning, change order administration, schedule, cost and risk management, and project controls. His industry sector experience includes pharmaceutical and public facilities, and we expect his multi-project integration experience will greatly benefit the Master Plan projects. Blake will be available throughout the duration of the project to work alongside the City of Somerville, and directly with the project leadership, and the rest of the project team.

ASSISTANT PROJECT MANAGERS

- Designer evaluations
- Preconstruction support
- Contract administration support
- Project controls support
- Design reviews
- Change order reviews
- Project record/minutes
- Submittals/RFI/ASI/PR tracking
- Project reporting
- Move management
- FF&E/IT oversight
- Field support as necessary

Anthony LoPresti, MCPPO

Available up to 25% During Designer Selection, 50% During Design, 100% During Construction

Anthony will serve as Assistant Project Manager. He is an owner's project manager with experience in the municipal, K-12, and higher education industries, and has been a key APM on the current Somerville High School Project. Anthony's typical duties include maintaining project controls records and master budget logs, overseeing project site inspections and reporting on findings, evaluating architect and general contractor proposals, evaluating filed sub-bidders, and assisting in constructability reviews. He will be available throughout the duration of the project to work alongside the City of Somerville and the rest of the project team.

Nick Masse, MCPPO

Available up to 50% During Designer Selection, 50% During Design, 100% During Construction

Nick will serve as Assistant Project Manager alongside Anthony LoPresti. Nick is an owner's project manager and brings hands-on experience with his previous experience working directly for a construction management firm prior to joining PMA's current Somerville High School Project team. Nick's typical duties include reviewing change orders and updating project controls records, performing project site inspections and reporting on findings, and assisting in: evaluating architect and general contractor proposals, evaluating filed sub-bidders, and assisting in constructability reviews. He will be available throughout the duration of the project to work alongside the City of Somerville and the rest of the project team.

SITE PROJECT MANAGERS / CLERK OF WORKS

- Daily reporting
- Progress photographs
- T&M tracking
- Quality control
- Third party testing scheduling
- Issues avoidance

Larry Hueter

Available up to 100% During Construction

Larry will serve as the main Clerk of the Works for the project for the duration of the construction phase. He brings over 40 years of construction experience to the project team. Throughout his career, Larry has worked for a general contractor for 30 years, 28 in the capacity of a project superintendent, and the last 10 years as a Clerk of the Works/site project manager. His experience encompasses multiple sectors of public construction, commercial, retail, and residential and he will be finishing his current efforts on the Danvers Smith Elementary school project for PMA. Larry will join the PMA team on the Somerville project as the design nears completion and in advance of the start of construction.

Kevin Smith

Available up to 100% During Construction

Kevin will serve as an additional Clerk of the Works during construction if the project workload demands it. Kevin is a project manager with a background in architecture who has worked on projects across multiple sectors including higher education, K-12 schools, science & research, and residential. He is an experienced Owner's Project Manager, Clerk of the Works/site project manager, and CAD Manager, and will also be finishing his current efforts on the Shrewsbury Beal Elementary School project for PMA. Kevin, like Larry, would join the Somerville team as the design nears completion and on site as any construction nears starting.

SCHEDULER

- Interactive planning sessions
- Baseline schedule development
- Schedule updates
- Monthly schedule reviews

Nihal Rao Chepyala

Availability up to 15%

Nihal will serve as the in-house, as-needed scheduler for this project. Nihal is a construction professional with experience in multiple industries including commercial construction, transportation, and traffic engineering. He is skilled in scheduling, project controls, and risk management. His software knowledge includes Primavera P6, Prolog, Bluebeam, Navisworks, and Revit. Nihal currently supports the Somerville High School Project.

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.

March 3, 2020

PMA Consultants, LLC. RFQ 20-40 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.

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)	\$150.00
Site PM / Clerk (Smith, Heuter)	\$148.00
Assistant PM (LoPresti, Masse)	\$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	Amendments	New Contract Value
Feasibility Study Phase	<u>\$ 300,000</u>	<u>\$ -</u>	<u>\$ 300,000</u>
Schematic Design Phase (excluding estimates)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Design Development Phase	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Construction Document Phase	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Bidding Phase	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Construction Phase	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Completion Phase	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Basic Services Fee:	<u>\$ 300,000</u>	<u>\$ -</u>	<u>\$ 300,000</u>
Additional Services Allowance:	<u>\$ 50,000</u>	<u>\$ -</u>	<u>\$ 50,000</u>

The Construction Budget shall be as follows: **TBD**

The Project Schedule shall be as follows: **TBD**

Appendix C
Forms



**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

**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 14th day of July, 2020 _____

On behalf of PMA Consultants, LLC
(Name of Successful Bidder)

35 Braintree Hill, Braintree, MA 02184, Ste 300
(Address and telephone of Successful Bidder)

Christopher Carroll, Executive Director
(Name and title of person signing statement)

By: *Christopher Carroll*
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

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)

((See attached Plante Moran Independent Accountant's Review Report))

(Business name, address and telephone number)



Plante & Moran, PLLC
Suite 400
1000 Oakbrook Drive
Ann Arbor, MI 48104
Tel: 734.665.9494
Fax: 734.665.0664
plantemoran.com

Independent Accountant's Review Report

To the Board of Directors
PMA Consultants, LLC and Subsidiaries and Affiliates

We have reviewed the accompanying consolidated financial statements of PMA Consultants, LLC and Subsidiaries and Affiliates (the "Company"), which comprise the consolidated balance sheet as of December 31, 2019 and the related consolidated statements of operations, equity, and cash flows for the year then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the consolidated financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our report.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 3 to the consolidated financial statements, in 2019, PMA Consultants, LLC and Subsidiaries and Affiliates adopted new accounting guidance: Accounting Standards Codification 606, *Revenue from Contracts with Customers*. Our conclusion is not modified with respect to this matter.

Plante & Moran, PLLC

May 6, 2020

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		NAIC #
INSURER A: Federal Insurance Company		20281
INSURER B: Travelers Prop Cas Co of Amer		25674
INSURER C: Indian Harbor Insurance Co		36940
INSURER D:		
INSURER E:		
INSURER F:		

INSURED PMA Consultants, LLC 226 W. Liberty Street Ann Arbor MI 48104	PMACONS-02
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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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <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	<input checked="" type="checkbox"/> 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"/> OTH-ER	
						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

Judy K. Wilson

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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: J.D. Spender
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: PMA Consultants, LLC

Date: 12/12/2019

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: J.D. Spender
(Duly Authorized Representative of Vendor)

Name of Business or Entity: PMA Consultants, LLC

Social Security Number or Federal Tax ID#: 38-3327768

Date: 12/12/2019

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 05/04/2020



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 7/1/2020 "Living Wage" shall be deemed to be an hourly wage of no less than **\$15.29** 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

ce

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

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 05/04/2020

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 DIRECTOR

Name of Vendor: PMA CONSULTANTS, LLC

Date: JULY 14, 2020

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 05/04/2020

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 7/1/2020 is \$15.29 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.

CC



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



HOME DIRECTIONS CONTACT US

Search sec.state.ma.us

Search

Designer service submission confirmation

The following Designer Service submission was successfully received, Planned date of publish is 11/20/2019		
Awarding Agency		
Agency Name and Address:	City of Somerville Purchasing Department 93 Highland Avenue Somerville, MA 02143	
Project Number:	RFQ 20-40	
Designer's Fee:	Negotiated	
Estimated Construction Cost:		
Time Period for Completed Project:	approx. three years	
Contact Information		
Name:	Angela M. Allen	
Phone:	617-625-6600 ext. 3400	Fax 617-625-1344
Email Address:	amallen@somervillema.gov	
	Notify email address listed when final publish date assigned.	
Contract Information		
Project:	Owner's Project Management Services for Building Renovation and Department Relocation Master Plan	
Scope:	OPM for design and construction associated with an existing Building Renovation & Department Relocation Master Plan. Initiate schematic design and ultimately advance the associated projects into construction.	
Specific Services :(all chosen)	Architect Programmer Engineer Space Planner Project Manager Other <ul style="list-style-type: none"> • OPM 	
Deadline for Application Form*:	12/18/2019	Time 2:00 PM
Project Program Availability:	11/20/2019	
Briefing Session:	Early December - see RFQ for details.	
Additional Information	This project requires coordination with other active projects including: Somerville High School construction; Central Hill Campus Plan; MBTA Green Line Extension construction; Building Asset Management and Capital Improvement Plan; Citywide Parking Study; New Public Safety Building, and the Poplar Street Pump Station project.	
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AWARDING AUTHORITY:

AGENCY:
Somerville, City of
Purchasing Department
93 Highland Avenue
Somerville, MA 02143

PROJECT NUMBER: RFQ 2019

Designer's Fee: Negotiated

Estimated Construction Cost:

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approx. three years

CONTACT INFORMATION:

PHONE: 617-625-6600 ext. 3400

FAX: 617-625-1344

Angela M. Allen

EMAIL: amallen@somervillema.gov

CONTRACT INFORMATION:

PROJECT: Owner's Project Management Services for Building Renovation and Department Relocation Master Plan

SCOPE: OPM for design and construction associated with an existing Building Renovation & Department Relocation Master Plan. Initiate schematic design and ultimately advance the associated projects into construction.

SPECIFIC DESIGNER SERVICES

- Architect Landscape Architect Planner Programmer
 Engineer Land Surveyor Space Planner Project Manager
 Other *Specify OPM*

DEADLINE FOR APPLICATION FORM:

12/18/19 @ 2:00 P.M.

PROJECT PROGRAM AVAILABILITY: 11/20/19

BRIEFING SESSION: Early December - see RFQ for details.

ADDITIONAL INFORMATION This project requires coordination with other active projects including: Somerville High School construction; Central Hill Campus Plan; MBTA Green Line Extension construction; Building Asset Management and Capital Improvement Plan; Citywide Parking Study; New Public Safety Building, and the Poplar Street Pump Station project.



CITY OF SOMERVILLE
RFQ 20-40

The City of Somerville, through the Purchasing Department, invites applications for:
Owner's Project Management (OPM) Services
for Building Renovation and Department Relocation Master Plan

The RFQ may be obtained online at <https://www.somervillema.gov/departments/finance/purchasing> or may be requested from the Purchasing Department, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 beginning on **Wednesday, November 20, 2019**. A briefing session for all interested applicants will take place on Tuesday, December 3, 2019 at 2:00 p.m. at City Hall. Please check the above-referenced web page for any information and updates about the briefing session.

Sealed applications will be received until **Wednesday, December 18, 2019 at 2:00 p.m.** Late submissions will not be considered. The Purchasing Director reserves the right to reject any or all proposals if, in her sole judgment, the best interest of the City of Somerville would be served by so doing.

For more information, please contact Angela Allen at amallen@somervillema.gov.

Angela M. Allen
Purchasing Director



**CITY OF SOMERVILLE
PURCHASING DEPARTMENT
RFQ 20-40**

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Angela M. Allen
Purchasing Director
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