



Agreement for Designer Services Between the City of Somerville and the Design Professional

CONTRACT NAME: Brown School and West Somerville Neighborhood School Landscape Design Services

This Contract, numbered 2000 88, 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:	CBA Landscape Architects LLC		
Vendor Address:	24 Thorndike Street, 4th Floor, Cambridge, MA 02141		
Vendor Contact Name, Email, & Tel./Fax #:	D.J. Chagnon	di@cbaland.com	
	617-945-9760		
Design Professional Type:	Landscape Architecture		
Contract Amount:	\$ 165,000.00		
Purchase Order #:	20202829		
Contract Term:	9/5/2019 through 12/31/2020		
Term:	The term of this Contract shall commence on 9/5/2019 and shall end on 12/31/2020 ("Term").		
Procurement Type:	Request for Qualifications under MGL c. 30, § 39M (RFQ #20-04)		
Contracting Department:	OSPCD	Project Manager:	Arn Franzen
Vendor Certifications:	<p>Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Designer Services Contract General Conditions, and Supplemental Conditions if they apply, as set forth within the attached hereto, made part hereof.</p> <p align="center"><input type="checkbox"/> Supplemental Conditions apply if checked</p> <p>Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.</p> <p>TIN: The Vendor certifies that its accurate federal tax identification number as reported to the IRS is:</p> <p align="center">27-1576055</p> <p>This Contract has been duly executed and delivered on behalf of the Vendor by its:</p> <p>Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee,</p> <p>other: Principal and Manager; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.</p>		

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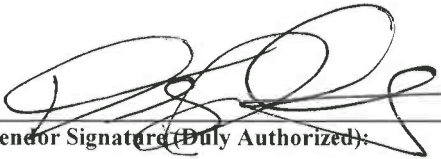
Appendix C: Forms (Check if Applicable; If Unchecked, Not Applicable)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Certificate of Authority | <input checked="" type="checkbox"/> List of Key Personnel |
| <input checked="" type="checkbox"/> Evidence of Insurance | <input checked="" type="checkbox"/> Vulnerable Road Users Ordinance |
| <input checked="" type="checkbox"/> Somerville Living Wage | <input checked="" type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Statement of Management | <input type="checkbox"/> Standard Designer Application Form |
| <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 5th day of September, 2019


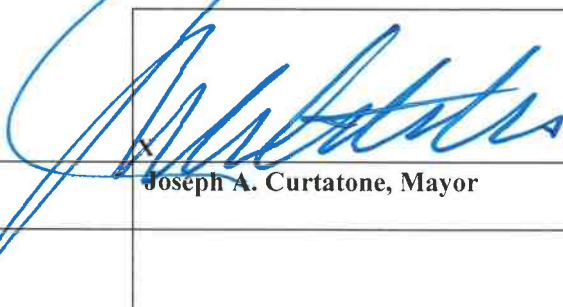




VENDOR

X  Vendor Signature (Duly Authorized):	Date Signed: 9/13/19
	Print Title: Principal and Manager / Member
	Print Name: Denis J. Chagnon

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 165,000.00 and that an unencumbered balance of \$ 25,000.00 is available for the current fiscal year of this contract. I further certify that a sum of \$ 25,000.00 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  George Proakis, Executive Director OSPCD	

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The City and the Design Professional Further Agree to the Following:

**ARTICLE 1
DEFINITIONS**

1.1. In General.

1.1.1. Well-known meanings. When words or phrases which have a well-known technical or construction industry or trade meaning are used herein, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

1.1.2. Capitalization. The words and terms defined in this Article are capitalized in this Agreement. Other capitalized words may refer to a specific document found in the Contract Documents or may be defined in the General Terms and Conditions of the Contract.

1.1.3. Persons. Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint venturers.

1.1.4. Singular and Plural. The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

1.2. Definitions.

1.2.1. Agreement - The Agreement is this written document between the **City** and the **Design Professional** which is titled: Agreement for Designer Services between the City of Somerville and the **Design Professional**, which is the executed portion of the Contract, and which forms a part of the Contract. The Agreement also includes all documents required to be attached thereto, including, but not limited to, certificates of insurance and all modifications of the Agreement.

1.2.2. Change Order - A Change Order is a document which is signed by the Contractor and the **City** which is directed to the Contractor and which authorizes the Contractor to make an addition to, a deletion from, or a revision in the Work, or an adjustment in the sum or in the time of the Contract issued on or after the date of the Contract.

1.2.3. Construction Cost - The Construction Cost is the total cost or estimated cost to the **City** of all elements of the Project designed or specified by the **Design Professional**. The Construction Cost shall include the cost of labor at current prevailing wage rates established by the Commonwealth and furnished by the **City** (or, if applicable, current Davis Bacon wage rates established by the federal government and furnished by the **City**), materials and equipment designed, specified, selected, or specially provided for by the **Design Professional**, plus a reasonable allowance for overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Cost does not include the compensation of the **Design Professional** and the **Design Professional's** consultants, the costs of the land, rights-of-way, financing, or other costs which are the responsibility of the **City** as provided herein.

1.2.4. Construction Documents - The Construction Documents consist of Plans and Specifications setting forth in detail the requirements for the construction of the Project.

1.2.5. Contract Documents - The Contract Documents consist of the Agreement between the City and the Contractor; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Work Change Directives; the Contractor's Bid and all accompanying documents; and the **Design Professional's** written interpretations and clarifications issued on or after the issuance of the Notice to Proceed.

1.2.6. Contract - The Contract consists of all the Contract Documents.

1.2.7. Contractor - The Contractor is the person who is awarded the construction contract for the Project pursuant to M.G.L. c. 149, §§44A-H, inclusive, or M.G.L. c. 30, §39M, and is identified in the Agreement as such. The term "Contractor" is intended to include the Contractor as well as its authorized representative(s).

1.2.8. General Terms And Conditions Of The Contract - General Terms and Conditions of the Contract refers to the General Terms and Conditions of the Contract between the City and the Contractor.

1.2.9. Product Data - Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for

some portion of the Work.

1.2.10. Project - The Project is the total construction of which the Work to be provided under the Contract Documents may be the whole or a part of the Project as indicated elsewhere in the Contract Documents and may include construction by the **City** or by separate contractors. The Project is the Work described in the invitation to bid and Specifications, and illustrated by the Plans.

1.2.11. Proposed Change Order - A Proposed Change Order is a Change Order that has not been approved by the **City**.

1.2.12. Reimbursable Expenses - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the **Design Professional** in the interest of the Project, as identified by the following: long distance calls and faxes; fees paid for securing approval of authorities having jurisdiction over the Project; reasonable expense of reproduction necessary for the rendition of services hereunder, which expense shall not include the expense of producing the sets of documents referred to in the Schematic Design Phase, the Design Development Phase, and the Construction Document Phase herein, as these expenses are covered in the **Design Professional's** compensation for Basic Services; expense of postage and such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the **City**. Payment for photocopying letter or legal size documents shall not exceed 10¢ per page. Payment for all other documents shall be at cost. Sales tax is not a reimbursable expense. The **City's** tax-exempt number is E04-600-1414.

1.2.13. Samples - Samples are physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

1.2.14. Shop Drawings - Shop Drawings are all drawings, diagrams, illustrations, schedules, and other information, which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.2.15. Statement of Probable Construction Costs - The Statement of Probable Construction Costs is a preliminary, detailed estimate of Construction Cost based on current area, volume, or other unit costs. Such estimate shall indicate the cost of each category of work involved in constructing the Project (including, but not limited to, filed sub-trades) and shall establish the period of time for each category from the commencement to the completion of the construction of the Project. The detailed estimate shall include quantities of all materials and unit prices of labor and material, as well as a cost estimate containing individual line items for each item of work.

1.2.16. Substantial Completion - Substantial Completion means that the Work has been completed and opened to public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The **Design Professional** shall decide what constitutes "minor," "incomplete," "unsatisfactory," and "materially" and the **Design Professional's** decision shall be final.

1.2.17. Work Change Directive - A Work Change Directive is a written directive to the Contractor issued on or after the date of the contract between the **City** and the Contractor and signed by the **City** and recommended by the **Design Professional** ordering an addition to, a deletion from, or a revision in the Work.

1.2.18. Work - The Work means the construction and services required by the Construction Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 2

THE DESIGN PROFESSIONAL'S RESPONSIBILITIES

2.1. STANDARD OF PERFORMANCE. The Design Professional shall perform the services under this Agreement with the skill, care, and diligence in accordance with the high level of professional standards prevailing in the greater Boston area for the type of construction required herein. All of the **Design Professional's** services under this Agreement shall be performed as expeditiously as is consistent with such standards. The **Design Professional** shall be responsible in accordance with those standards for the adequacy, safety, and overall integrity of the Project's design, including, but not limited to, the Design architectural or landscape architectural (or both if applicable), structural, mechanical, and electrical design of the Project.

2.2. SCHEDULE OF PERFORMANCE. The approved schedule for the performance of the **Design Professional's** services is attached hereto as APPENDIX A. Time is of the essence and time periods established by the attached APPENDIX A shall not be exceeded by the **Design Professional** except for delays due to causes outside the **Design Professional's** control (which term shall not include staffing problems, insufficient financial resources, consultant's default, or negligent errors or omissions on the part of either the **Design Professional** or any of its consultants).

2.3. TIMELINESS OF INTERPRETATIONS, CLARIFICATIONS, AND DECISIONS. With regard to all phases of this Agreement, the **Design Professional** shall render interpretations, clarifications, and decisions in a timely manner pertaining to documents submitted by the **City** or the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the **Design Professional's** services.

2.4. RELATIONSHIP WITH THE CITY. For the purposes of this Agreement, the **Design Professional** shall be a representative of the **City** and shall advise and consult with the **City** until the termination of the Contractor's warranty and correction period.

ARTICLE 3

SCOPE OF THE DESIGN PROFESSIONAL'S BASIC SERVICES

3.1. IN GENERAL.

3.1.1. The **Design Professional's** Basic Services shall consist of:

3.1.1.1. those services identified below within the different phases;

3.1.1.2. any other professional services which are reasonably necessary as determined by the **City** for the design and administration of construction of the Project, including, without limitation, the following:

3.1.1.2.1. for public building projects, all surveys (unless provided by the **City**), geotechnical services, testing services, and related information and reports reasonably required by the Project, geotechnical and civil engineers; landscape architect; independent cost estimator; fire protection, life safety, lighting, interior design, asbestos removal, and movable equipment consultants; and normal structural, mechanical, electrical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments);

3.1.1.2.2 for park/playground projects, all surveys (unless provided by the **City**), lighting consultants, independent cost estimators (if specified in the RFP) and normal structural, mechanical, electrical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments);

3.1.1.2.3 for roadway, bridge, and other public works projects other than park/playground projects, all surveys (unless provided by the **City**), geotechnical services, testing services, and related information and reports reasonably required by the Project, geotechnical and civil engineers; independent cost estimators; fire protection, life safety, and lighting consultants; and normal structural, mechanical, electrical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments).

3.1.1.3. attending and providing testimony at any formal or informal hearings related to the Project, including, but not limited to, bid protest hearings and Board of Aldermen meetings, if deemed necessary by the **City**. If the **Design Professional** is called as a witness in a court of competent jurisdiction in a matter in which the **Design Professional** is a named party, the **Design Professional** will not be additionally compensated. If the **Design Professional** is called by the **City** as a witness in a matter in a court of competent jurisdiction in which the **Design Professional** is not a named party, the **Design Professional** will be compensated according to APPENDIX B attached hereto;

3.1.1.4. preparing for and appearing on the **City's** behalf at all administrative or regulatory hearings, presentations, or conferences with respect to any zoning, building code, urban renewal, or other matters in connection with the Project, including, without limitation, any hearings, presentations, or conferences

with any City, State, or Federal agencies or officials and any neighborhood groups. The **Design Professional's** obligations under this paragraph shall include preparing plans and other materials reasonably required in connection with any such hearings, presentations, and conferences;

3.1.1.5. assisting the **City** in connection with the **City's** responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The **Design Professional** shall prepare the Plans and Specifications required in order to obtain approval of, and in accordance with, all requirements of all governmental agencies having jurisdiction over the Project. Any Plans and Specifications furnished by the **Design Professional** which are discovered to be defective during any Phase will be promptly corrected by the **Design Professional** at no cost to the **City**, and the **Design Professional** will promptly reimburse the **City** for all damages, if any, resulting from the use of such defective Plans and Specifications. The **City's** approval, acceptance, use of or payment for all or any part of the **Design Professional's** services shall in no way alter the **Design Professional's** obligations or the **City's** rights hereunder; and

3.1.1.6. all design and redesign services required within or between the Design Development Phase and the Construction Documents Phase to keep the Construction Cost of the Project within the fixed limit of Construction Cost.

3.1.2. As part of the Basic Services, the **Design Professional** shall prepare record drawings in accordance with the following:

3.1.2.1. Record Keeping.

As the Construction Phase progresses, the **Design Professional** shall work with the Contractor to maintain four separate sets of in-progress record drawings (blueprint or blackline) at the Site, one set each for mechanical, electrical, irrigation, and structural disciplines, as needed. All deviations from the Construction Documents and the exact locations of the Work as installed and constructed shall be neatly and accurately indicated. Work completed to date shall be colored and highlighted.

3.1.2.2. Permanent Record Drawing Preparation.

The **Design Professional** shall transfer the information contained on the in-progress record drawings to update the original contract drawings. All work shall be performed by experienced and knowledgeable draftspersons using the same standards and quality of drafting as used on the original drawings.

3.1.2.3. Review of Record Drawings at Substantial Completion.

Upon Substantial Completion of the Work or portions thereof, the **Design Professional** of record shall review and approve the above permanent record drawings.

3.1.2.4. Submission to the **City**.

The following shall be submitted to the **City** no later than the date of Substantial Completion:

3.1.2.4.1 A complete set of original Construction Documents on Bond Paper and also on disk in AutoCad format.

3.1.2.4.2 Permanent record drawings as described above on Bond Paper with the seal of the **Design Professional** of record.

3.1.2.4.3 Four sets of in-progress record drawings.

3.2. SCHEMATIC DESIGN PHASE.

3.2.1. Commencement. The Schematic Design Phase begins upon the full execution of this Agreement.

3.2.2. Written Program. The **Design Professional** in consultation with the **City** and any other persons designated by the **City** shall develop a written program for the Project to ascertain the **City's** needs and to establish the requirements of the Project.

3.2.3. Preliminary Evaluation. The **Design Professional** shall provide a preliminary evaluation of the **City's** program, schedule, and construction budget requirements, each in terms of the other.

3.2.4. Alternative Approaches. The **Design Professional** shall review with the **City** alternative approaches to the design and construction of the Project.

3.2.5. Schematic Design Documents. The **Design Professional** shall prepare, for approval by the **City**, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based upon the program approved by the **City**, as well as schedule and construction

budget requirements, the Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

3.2.6. Independent Cost Estimators. As part of the Basic Services and when requested by the **City**, the **Design Professional** shall retain the services of an independent cost estimator whose responsibilities shall include without limitation all cost estimates described in this Agreement, estimates of the cost of Proposed Change Orders and assistance in establishing a Change Order budget, and review and confirmation of the Contractor's cost estimates.

3.2.7. Statement of Probable Construction Costs. The **Design Professional** shall submit to the **City** a Statement of Probable Construction Costs.

3.2.8. Life-Cycle Cost Estimates. If this Agreement includes Design Professional services necessary for the preliminary design of a new building or for the modification or replacement of an energy system in an existing building, life-cycle cost estimates for the Project shall be obtained at an initial stage and as a Basic Service. (Reference: M.G.L. c. 149, §44M).

3.2.8 SUSTAINABLE DESIGN CRITERIA. INSERT REQUIREMENTS AS TO SUSTAINABLE DESIGN. If applicable, See RFP.

3.3. DESIGN DEVELOPMENT PHASE.

3.3.1. Commencement. The Design Development Phase begins upon the **City's** written approval of the **Design Professional's** Schematic Design Documents.

3.3.2. Preparation of Design Development Documents. Based on the approved Schematic Design Documents and any adjustments authorized by the **City** in the program, schedule, or construction budget, the **Design Professional** shall prepare, for approval by the **City**, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to appropriate architectural, landscape architectural, structural, mechanical, and electrical systems; materials; and such other elements as may be appropriate. The Design Development Documents shall be complete and unambiguous and shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

3.3.3. Adjustment to Statement of Probable Construction Cost. The **Design Professional** shall advise the **City** in writing of any adjustments to the Statement of Probable Construction Cost prior to the commencement of the Construction Document Phase. The approved adjustment of the Statement of Probable Construction Cost or the Statement of Probable Construction Cost, if there is no adjustment, shall constitute a fixed limit of Construction Cost as that term is used herein. Such fixed limit, once established, shall be adjusted only by written agreement of the **City** and the **Design Professional**, or as otherwise provided herein.

3.4. CONSTRUCTION DOCUMENT PHASE.

3.4.1. Commencement. The **Design Professional's** responsibility to provide Basic Services for the Construction Document Phase under this Agreement commences with the **City's** acceptance and approval of the Design Development Documents and ends on the date the Bidding and Award Phase commences.

3.4.2. Preparation of Plans and Specifications. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the **City**, the **Design Professional** shall prepare, for approval by the **City**, Plans and Specifications setting forth in detail the requirements for the construction of the Project.

3.4.3. Preparation of Additional Bidding Information. The **Design Professional** shall assist the **City** in preparing the bidding documents when requested by the **City**.

3.4.4. City-Generated Forms and Documents. The **City** shall provide the **Design Professional** with copies of all **City**-generated forms and documents intended to be included in the Project Manual. The **Design Professional** will include these forms and documents in its Project Manual. It is the responsibility of the **Design Professional** to ensure that all such documents are included in the final Project Manual. Any costs incurred as a result of the failure of the **Design Professional** to include any such documents will be borne by the **Design Professional** and not charged to the **City**, where such failure is the fault of the **Design Professional**. The **Design Professional** may propose changes to these **City**-generated forms and documents; however, implementation of such changes are subject to the unilateral approval of the **City**. No changes may be made to such documents without the prior

written consent of the **City**. The **Design Professional** shall prepare and submit to the **City** for approval the entire Project Manual. The **Design Professional** is responsible for ensuring that the Construction Documents comply with all statutory requirements.

3.4.5. Addenda. All addenda shall be issued by the Contracting Department; however, at the Contracting Department's sole discretion, the **Design Professional** may be called upon to prepare a draft of any such addenda. Any corrections to the Construction Documents, which require an addendum, will be made by the **Design Professional** at no charge to the **City**.

3.4.6. Printing of Project Manual. The **Design Professional** must provide the **City** with a final draft of the Project Manual and obtain approval from the **City** prior to printing. The **Design Professional** will be responsible for the printing of the Project Manuals unless the **City** instructs the Design Professional otherwise. The cost of producing such Project Manuals will be passed onto the **City** at cost. Any changes required to be made to the Construction Documents as a result of errors by the **Design Professional** or persons within its control will be promptly corrected at no cost to the **City**. The **Design Professional** shall make its best efforts to print Project Manuals on paper containing a minimum of twenty percent (20%) post consumer content.

3.4.7. Packaging the Project Manual. The **Design Professional** will require the printer of the Project Manual to wrap each set of Plans in a brown wrapper, or, if the Plans are small in number, fold each set of Plans and insert one set into each Project Manual.

3.4.8. Delivery of Project Manual. The **Design Professional** will use its best efforts to ensure that the Contracting Department receives the number of Project Manuals requested by the Contracting Department no later than 3:00 p.m. on the day prior to the first day of advertisement of the Invitation to Bid.

3.4.9. Adjustment to Statement of Probable Construction Cost. The **Design Professional** shall advise the **City** in writing of any adjustments to Statement of Probable Construction Cost indicated by changes in requirements or general market conditions.

3.5. BIDDING AND AWARD PHASE.

3.5.1. Commencement. The Bidding and Award Phase commences on the date the Invitation to Bid is first advertised pursuant to M.G.L. c. 149, §44J, or M.G.L. c. 30, §39M, and ends on the date the Construction Phase begins.

3.5.2. Additional Bidders. The **Design Professional** shall assist the **City** in obtaining bids if, in the opinion of the Contracting Department, an insufficient number of persons requested the Project Manual. The **Design Professional** will notify "eligible" and "responsible" persons (as those terms are defined in the M.G.L. c. 149, §44A and referred to in M.G.L. c. 30, §39M) of the Invitation to Bid.

3.5.3. When Lowest Bid Exceeds Total Construction Cost. If the lowest bona fide bid by a Contractor exceeds the total construction cost of the Project as set forth in the approved Statement of Probable Construction Costs by more than ten percent (10%), then upon the request of the **City**, the **Design Professional** will revise the Plans and Specifications in consultation with the **City** to reduce or modify the quality or quantity, or both, of the Work so that the total construction cost of the Project will not exceed the total construction cost set forth in the Statement of Probable Construction Costs by more than ten percent (10%). All revisions pursuant to this paragraph shall be at the **Design Professional's** sole cost and expense (which cost and expense include, but are not limited to the **Design Professional's** time, the cost of reprinting the Project Manual, and the cost of re-advertisement of the Project).

3.5.4. Pre-Bid Conferences. The **Design Professional** shall attend all pre-bid conferences.

3.5.5. Investigation of Bidders. The **Design Professional** shall investigate, at minimum, the lowest Bidder. The investigation shall include, but is not limited to, reviewing the files maintained by the Division of Capital Asset Management, or any other governmental agency charged with maintaining such documents related to such Bidder, telephoning or writing owners of the Bidder's prior projects, telephoning or writing Design Professionals from such prior projects, visiting the sites of such other projects and checking all other appropriate references. The **Design Professional** shall provide the **City** with a detailed letter of approval or disapproval of such Bidder. The letter must include relevant language from the appropriate state laws regarding the eligibility and responsibility of Bidders (i.e., M.G.L. c.149, §44A(1), M.G.L. c. 30, §39M(c), or, if appropriate, M.G.L. c. 29, §29F). If the **Design Professional** disapproves of the lowest Bidder, then the **Design Professional** must investigate the next lowest Bidder in the same manner described above, and continue to investigate each

successive low Bidder until a Bidder is approved. For every Bidder investigated, the **Design Professional** must provide the **City** with a detailed letter as described above.

3.5.6. Preparation of Contract. To the extent required, the **Design Professional** shall assist the Contracting Department in the preparation of the construction contract.

3.6. CONSTRUCTION PHASE-- ADMINISTRATION OF THE CONSTRUCTION CONTRACT.

3.6.1. Commencement. The Construction Phase commences with the full execution of the contract for construction and terminates on the date of expiration of all of the guarantees and warranties provided by the Contractor to the **City**.

3.6.2. Change in Design Professional's Duties, Etc. Construction Phase duties, responsibilities, and limitations of authority of the **Design Professional** shall not be extended without written agreement of the **City** and the **Design Professional**. Any restrictions or modifications to the **Design Professional's** duties and responsibilities can be imposed by the **City** without the consent of the **Design Professional**.

3.6.3. Pre-construction Conferences. The **Design Professional** shall attend all pre-construction conferences.

3.6.4. Site Visits. The **Design Professional** shall visit the Site at intervals appropriate to the stage of construction, but no less than once a week, or as otherwise agreed by the **City** and the **Design Professional**, to become familiar with the progress and quality of the Work and to determine with care if the Work is proceeding in accordance with the requirements of the Contract Documents. The **Design Professional** shall cause its engineering and other consultants to make similar Site visits, at such times as may be required for observation of portions of the Work designed and/or specified by them. The **Design Professional** shall not be required to make continuous on-site inspections to check the quality or quantity of the Work. The **Design Professional** shall promptly submit to the **City** a detailed written report subsequent to each on-site visit, which shall include any observation of material deviations by the Contractor or subcontractors from the requirements of the Contract Documents.

3.6.5. Job Meetings. There shall be no less than one job meeting per week. The **Design Professional** shall attend all job meetings. The number of meetings per week will depend on the complexity of the Project at a particular stage, the problems encountered on the Project, or the **City's** request that additional meetings be held. The **Design Professional** shall also be required to be present when governmental authorities having jurisdiction over the Project visit the Site to inspect the Work. The **Design Professional** will exercise good care and diligence in discovering and promptly reporting to the **City**, as well as to the Contractor, any defects or deficiencies in the Work.

3.6.6. Construction Means, Methods, Etc. The **Design Professional** shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. However, the **Design Professional** shall promptly report to the **City** any perceived irregularities.

3.6.7. Contractor's Schedule. Except as otherwise provided in this Agreement, the **Design Professional** shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents, except to the extent that such failure is caused by the **Design Professional**. Except as otherwise provided in this Agreement, the **Design Professional** shall not have control over or charge of acts or omissions of the Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, nothing in this paragraph shall relieve the **Design Professional** of its obligations to the **City** elsewhere in this Agreement. The **Design Professional** shall review all schedules presented by the Contractor and advise the **City** as to the appropriateness of same.

3.6.8. Communications. The **City** and the Contractor may communicate through the **Design Professional**. Communications by and with the **Design Professional's** consultants shall be through the **Design Professional**, unless the **City** deems it necessary or expedient to speak directly to the consultants.

3.6.9. Applications and Certifications for Payment. Based on the **Design Professional's** observations of the Work and evaluations of the Contractor's applications for payment, the **Design Professional** shall review and certify the appropriate amounts due the Contractor within five (5) business days after receipt of the Contractor's application for payment, and such certifications shall be in the form requested by the **City**. The **Design Professional's** certification for payment shall constitute a representation to the **City** based on the **Design Professional's** observations at the site and on the data comprising the Contractor's application for payment that

the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the **Design Professional**. The **Design Professional** is required to review and validate the certified payrolls. The **Design Professional** is required to reconcile the applications for payment with the certified payrolls. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. Timely payment of Contractor is required by M.G.L. c. 30, §39K; therefore, the **Design Professional** shall establish office procedures assuring either immediate mail or messenger delivery of the approved applications for payment to the **City**. Notwithstanding the foregoing, the Mayor's Office of Strategic Planning and Community Development (SPCD) shall be responsible for monitoring and certifying construction payrolls for compliance with prevailing wage requirements (a) if the Contract is a federally funded contract subject to federal Davis Bacon and Related Acts; and/or (b) if SPCD is the Contracting Department.

3.6.10. Rejection of Work. The **Design Professional** shall have the responsibility, obligation, and authority to reject Work which (1) does not conform to the Contract Documents; or (2) the **Design Professional** believes to be defective; or (3) the **Design Professional** believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. The **Design Professional** shall promptly notify the **City** of such rejection. Whenever the **Design Professional** considers it necessary or advisable for implementation of the intent of the Contract Documents, the **Design Professional** will have the responsibility, obligation, and authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed; provided, however, the **Design Professional** must obtain the **City's** prior written approval of any such special inspection or testing. However, neither this authority of the **Design Professional** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Design Professional** to the Contractor, Subcontractors, Suppliers, other persons performing portions of the Work.

3.6.11. Submittals. The **Design Professional** shall review and approve or take other appropriate action upon the Contractor's submittals such as Proposed Change Orders, Shop Drawings, Product Data, and Samples, for the purpose of: (a) determining compliance with applicable laws, statutes, ordinances, codes, orders, rules, and regulations; and (b) determining whether the Work, when completed, will be in compliance with the requirements of the Contract Documents. The **Design Professional's** action shall be taken with such reasonable promptness as to cause no delay in the Work taking into account the time periods set forth in the latest schedule prepared by the Contractor and approved by the **Design Professional** and, in any event, such action shall be taken within fourteen (14) days after submittal to the **Design Professional**. The **Design Professional** shall indemnify the **City** for any monies paid by the **City** to the Contractor as a result of the **Design Professional's** delay in taking appropriate action, as described above, where such delay is not caused in any part by the **City**. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designated by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The **Design Professional's** review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the **Design Professional**, of construction means, methods, techniques, sequences, or procedures. The **Design Professional's** approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, the **Design Professional** shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

3.6.12. Change Orders and Work Change Directives. The **Design Professional** shall prepare Change Orders and Work Change Directives, with supporting documentation and data if deemed necessary by the **Design Professional** for the approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time (which is the time in which the Work reaches final completion) and which are not inconsistent with the intent of the Contract Documents.

3.6.13. Interpretations, Clarifications, and Decisions of the Design Professional.

3.6.13.1. The **Design Professional** will interpret, clarify, and decide matters concerning performance under and requirements of the Contract Documents on written request of either the **City** or the Contractor. The **Design Professional's** response to such requests will be made with reasonable promptness and within the time set forth herein. Any such written interpretations, clarifications, or decisions shall be binding on the **City** and the Contractor. Interpretations, clarifications, and decisions of the **Design Professional** shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The **Design Professional** may, as the **Design Professional** judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by a Field Order or other notice to the Contractor, provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents. The **Design Professional** shall not be liable for results of interpretations, clarifications, and decisions so rendered in good faith and in the absence of negligence by the **Design Professional**.

3.6.13.2. Time Limit for Rendering Decisions. The **Design Professional** shall render written interpretations, clarifications, and decisions within a reasonable time, but in no event more than seven (7) days after receipt of same.

3.6.14. Aesthetic Effect. The **Design Professional's** decisions on matters relating to aesthetic effect must be consistent with the **City's**. The **Design Professional** shall advise the **City** in matters relating to aesthetic effect; however, the **City's** decision in these matters shall be final.

3.6.15. Claims.

3.6.15.1. Initial Referral. All Claims, the bases of which arise prior to final payment or the earlier termination of the Contract, shall be referred initially to the **Design Professional** for action as provided herein.

3.6.15.2. Time Period and Action. The **Design Professional** shall review Claims and shall do one of the following within seven (7) days of receipt of the Claim:

3.6.15.2.1. defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

3.6.15.2.2. decline to render a decision for any reason which it deems appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Design Professional**); or

3.6.15.2.3. render a decision on all or a part of the Claim.

If the **Design Professional** requests additional information, the **Design Professional** shall take action with respect to the Claim no later than seven (7) days after receipt of the additional information. The **Design Professional** shall notify the parties in writing of its disposition of such Claim. If the **Design Professional** decides that the Work relating to such Claim should proceed regardless of its disposition of such Claim, the **Design Professional** shall issue to the Contractor a written order to proceed.

3.6.15.3. Decisions.

3.6.15.3.1. Decisions by the City or the Design Professional. (*Reference: M.G.L. c. 30, §39P*). In every case in which this Contract requires the **City**, any official, or its **Design Professional** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than seven (7) days after the written submission for decision; but if such decision requires extended investigation and study, the **City**, the official, or the **Design Professional** shall, within seven (7) days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the seven-day period and the date by which the decision will be made.

3.6.15.4. Resolved Claims. If a Claim is resolved, the **Design Professional** shall obtain or prepare the appropriate documentation and provide the **City** and the Contractor with a copy of same.

3.6.16. Determination of Substantial and Final Completion. On behalf of the **City**, the **Design Professional** shall conduct inspections, determine the dates of Substantial Completion and final completion, and shall issue a certificate of Substantial Completion, with the prior written consent of the **City**. Such inspections shall include a reasonable number of Site visits by the **Design Professional** and the **Design Professional's** engineering

consultants. The **Design Professional** shall provide to the **City** a written report of all findings with recommendations for appropriate action. The **Design Professional** will receive and review (and approve or disapprove, as the case may be) written guarantees, operating manuals, spare parts lists, value charts, and related documents required by the Contract Documents to be assembled by the Contractor. When the **Design Professional** is satisfied that all such documents are complete as required by the Contract Documents, the **Design Professional** shall issue a final certificate of payment.

3.6.17. Inspection Prior to End of Guarantee Period. Notwithstanding any other provision in this Agreement, at least thirty (30) days prior to the expiration of the Contractor's guarantee period, the **Design Professional** shall assist the **City** in inspecting the Project at the **City's** request and provide to the **City** a written report of all findings with recommendations for appropriate action. Such inspections shall include a reasonable number of Site visits by the **Design Professional** and the **Design Professional's** engineering consultants.

3.6.18. Certificate of Occupancy. The **Design Professional** shall be responsible for satisfying any and all requirements with respect to services of an Design Professional necessary to obtain a permanent certificate of occupancy under the Commonwealth of Massachusetts State Building Code.

3.6.19. Limitation on the Design Professional's Responsibilities.

3.6.19.1. Neither the **Design Professional's** authority to act under the provisions of the Contract Documents nor any decision made by the **Design Professional** in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Design Professional** to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or any other person.

The **Design Professional** will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 5 of the General Terms and Conditions. The **Design Professional** will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The **Design Professional** will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

ARTICLE 4

DESIGN PROFESSIONAL'S ADDITIONAL SERVICES

4.1. IN GENERAL. The services described hereunder shall be paid for by the **City** in addition to the compensation for Basic Services. Prior to performing any service which the **Design Professional** claims to be an Additional Service, the **Design Professional** shall notify the **City** in writing that the service is an Additional Service, and shall provide with such notice an estimate of the additional compensation which will be payable to the **Design Professional** for performing such service. Such service shall not be performed, nor shall such estimate be exceeded, without the **City's** prior written approval. Failure to so notify the **City** and obtain the **City's** written approval shall constitute a waiver of the **Design Professional's** claim for additional compensation on account of such services. These services shall be provided only if authorized or confirmed in writing by the **City**. Notwithstanding anything to the contrary in this Agreement, the **City** shall not be responsible to pay and the **Design Professional** shall not be entitled to receive compensation for any additional service if such service was required due to the fault of the **Design Professional** or the **Design Professional's** failure to perform in accordance with the terms of this Agreement. Neither the **Design Professional** nor its consultants shall be compensated for any services involved in preparing changes that are required for additional Work that should have been anticipated by the **Design Professional** in the preparation of the Construction Documents, as reasonably determined by the **City**.

4.2. LIST OF ADDITIONAL SERVICES. The following list of Additional Services is intended to be illustrative and not considered all inclusive.

- 4.2.1.** Making major revisions in Plans, Specifications, or other documents when such major revisions are:
- 4.2.1.1.** inconsistent with approvals or instructions previously given by the **City**, including revisions made necessary by adjustments in the **City's** program or project budget;
 - 4.2.1.2.** required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or

4.2.1.3. due to changes required as a result of the **City's** failure to render decisions in a timely manner and where such failure is in no way caused by the **Design Professional**.

4.2.2. Providing services required because of major changes in the Project instigated by the **City**.

4.2.3. Undertaking material design work requested by the **City** in connection with Change Orders, Construction Change Directives, and the Contractor's value engineering proposals, provided that evaluation and judgments of the proposed changes and value engineering substitutions shall be provided as a Basic Service.

4.2.4. Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work; provided, however, that such services are not required as a result of the negligence of the **Design Professional**.

Design Professional shall provide the City with a Maintenance Manual for the project. The manual shall be used by the Somerville Department of Public Works staff as a scheduling and procedural guideline for maintaining all aspects of the Park, including but not limited to plantings, turf, irrigation systems, water features, surfaces, fencing, and all park amenities.

A basic electronic template for the manual shall be provided to the Design Professional by the City. The manual will be reviewed and approved by the City's project representative before final acceptance.

The final version will be provided to the City as a three ring binder and a CD. The manual shall be clearly organized and labeled, and shall include a recommended schedule for all maintenance work.

4.2.6 Providing any other services not otherwise included in this Agreement.

ARTICLE 5

OTHER CONDITIONS OR SERVICES

5.1. OTHER SERVICES. Any other services which are part of Basic Services are set forth in APPENDIX A.

5.2. HAZARDOUS MATERIALS. Unless otherwise provided in this Agreement, the **Design Professional** and the **Design Professional's** consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials in any form at the Project Site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances, provided, however, the **Design Professional** shall report to the **City** the presence and location of any hazardous material observed by the **Design Professional** (or any material suspected to exist) or that an design professional of similar skill and expertise should have observed.

ARTICLE 6

THE CITY'S RESPONSIBILITIES

6.1. REQUIREMENTS FOR THE PROJECT. The **City** shall consult with the **Design Professional** regarding requirements for the Project, including the **City's** contemplated objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

6.2. BUDGET. The **City** shall consult with the **Design Professional** in order to establish and update an overall budget for the Project, including the Construction Cost, the **City's** other costs and reasonable contingencies related to all of these costs.

6.3. AUTHORIZED REPRESENTATIVE The **City** shall designate a representative authorized to act on the **City's** behalf with respect to the Project. The **City** or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the **Design Professional** in order to avoid unreasonable delay in the orderly and sequential progress of the **Design Professional's** services.

6.4. CONSULTANTS. The **City** shall furnish the services of consultants not listed in the advertisement for the Request for Proposals when the **City** deems such services to be necessary.

6.5. FURNISHING INFORMATION OR SERVICES. Notwithstanding anything to the contrary written herein, the **City** shall only furnish information or services described in herein to the extent that any such information or service is reasonably required by the **Design Professional** to perform its services under this Agreement. The **Design Professional** shall review and confirm the sufficiency of any test and information furnished to the **Design Professional** by or on behalf

of the City pursuant to this section.

6.6. NOTICE OF FAULT OR DEFECT. The City shall give prompt written notice to the **Design Professional**, if the City becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

ARTICLE 7

USE OF THE DESIGN PROFESSIONAL'S PLANS, SPECIFICATIONS, AND OTHER DOCUMENTS

7.1. IN GENERAL. The Plans, Specifications, and other documents prepared by the **Design Professional** for this Project are instruments of the **Design Professional's** service for use solely with respect to this Project and, unless otherwise provided, the **Design Professional** shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright (Note: if this contract is federally funded, see Appendix A (if applicable) Federal Requirements regarding royalties and copyrights). The City shall be permitted to retain copies, including reproducible copies, of the **Design Professional's** Plans, Specifications, and other documents for information and reference in connection with the City's use and occupancy of the Project. The **Design Professional's** Plans, Specifications, or other documents shall not be used by the City or others on other projects, except by agreement in writing. However, it is expressly understood and agreed that the City shall have the right to utilize the Plans, Specifications, and other documents in the event the City expands the Project, corrects any deficiencies, or makes any renovations or repairs to the Project. In the event of termination or purported termination of this Agreement by either party, the City may use the Plans, Specifications, and other documents in connection with the Project, notwithstanding any dispute between the City and the **Design Professional** as to the reason for validity of the termination, provided only that the **Design Professional** has been paid for its work through the date of the termination, unless the matter of such payment is subject to litigation or other dispute resolution procedure provided for herein.

7.2. OFFICIAL REGULATORY REQUIREMENTS. Submission or distribution of the Plans, Specifications, and other documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the **Design Professional's** reserved rights herein.

ARTICLE 8

BASIS OF COMPENSATION

8.1. IN GENERAL. For Basic Services, compensation shall be as provided in APPENDIX B.

8.2. STIPULATED SUM. Where the compensation is based on a stipulated sum, progress payments for Basic Services in each phase shall be as stated in APPENDIX B.

8.3. MATERIAL CHANGE IN SCOPE OR SERVICES. In the event of a material change in the scope or services of the Project or the **Design Professional's** services, the **Design Professional** shall continue to perform in accordance with the terms of this Agreement during the course of any renegotiation of the **Design Professional's** compensation hereunder. Equitable adjustments shall be made to the total dollar amount of this Agreement in the event of changes in scope or services herein. (*Reference: M.G.L. c. 7, §38G for designer contracts subject to the Designer Selection Statute, but this section applies also to contracts not subject to M.G.L. c. 7, §38G*).

8.4. ADDITIONAL SERVICES OF THE DESIGN PROFESSIONAL. For Additional Services of the **Design Professional**, compensation shall be as stated in APPENDIX B (if applicable).

8.5. ADDITIONAL SERVICES OF THE CONSULTANTS. For additional services of consultants, compensation shall be the actual cost billed to the **Design Professional** for such services stated in APPENDIX B (if applicable).

8.6. REIMBURSABLE EXPENSES. For Reimbursable Expenses, compensation shall be the actual cost billed to the **Design Professional**, not including any tax. The City will provide its tax-exempt number upon request.

ARTICLE 9

PAYMENT TO THE DESIGN PROFESSIONAL

9.1. PAYMENT TO DESIGN PROFESSIONAL. The City shall make payments directly to the Design Professional within forty-five (45) days after the City receives and approves the Design Professional's detailed certified monthly statement. The detailed monthly statement must include, at minimum, itemized hours and work performed by the Design Professional (including, but not limited to, all employees of the Design Professional and its agents), and an itemized list of Reimbursable Expenses. Records of the Design Professional's expenses and hours pertaining to this Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to the City or its authorized representative upon reasonable notice for inspection and copying during regular business hours for six (6) years after the date of the final certificate of payment.

9.2. NO ADVANCE PAYMENTS. No payments will be made in advance of services rendered.

9.3. DEDUCTIONS. Deductions may be made from the Design Professional's compensation, if the Design Professional has not properly performed the services required in accordance with the terms of this Agreement.

ARTICLE 10 INSURANCE REQUIREMENTS

10.1. LIABILITY INSURANCE. The Design Professional at its own expense must obtain and maintain a professional liability insurance policy covering negligent errors, omissions, and acts of the Design Professional or of any person for whose performance the Design Professional is legally liable arising out of the performance of such contracts for design services. The City may require a consultant employed by the Design Professional subject to this subparagraph to obtain and maintain a similar liability insurance policy. If the Design Professional is required by the City to obtain all or a portion of such insurance coverage, it shall at its own expense furnish a certificate or certificates of insurance coverage to the City prior to the award of the contract. Certificates of insurance are attached hereto as APPENDIX C. Any amendments these insurance requirements are set forth in APPENDIX C.

10.2. INSURANCE RATING. Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.

10.3. MINIMUM COVERAGES. The Design Professional and its structural, mechanical, and electrical engineering consultants shall each maintain the following minimum insurance coverages:

10.3.1. Workers' Compensation insurance- co-called "statutory coverage" in compliance with Massachusetts law;

10.3.2. Employer's liability policy covering bodily injury by accident (\$100,000 each occurrence) and bodily injury by disease (\$100,000 each employee, \$500,000 policy limit);

10.3.3. Comprehensive automobile liability insurance including hired, non-owned, and leased vehicles, if any, in the amount of \$1,000,000 covering personal injury, bodily injury, and property damage;

10.3.4. Valuable Papers insurance in the amount of \$100,000 covering damage to plans, drawings, computations, filed notes, or other similar data relating to the Work covered by this Agreement;

10.3.5. Commercial general liability insurance with a primary limit of not less than \$1,000,000 combined single limit and naming the City as an additional insured; and

10.3.6. Professional Liability insurance in an amount not less than \$1,000,000 or ten per cent (10%) of the Project's estimated cost of construction, or such larger amounts as the City may require, for the applicable period of limitations, including contractual liability coverage with all coverage retroactive to the earlier date of this Agreement or the commencement of the Design Professional's services in relation to the Project.

10.4. INSURANCE TERMS. All insurance shall be provided by companies qualified and licensed to do business in the Commonwealth of Massachusetts and acceptable to the City, and shall be maintained for a period of six (6) years following the last performance of services under this Agreement. Certificates evidencing such insurance shall be furnished to the City upon the execution of this Agreement by the Design Professional and upon each renewal period thereafter. The policies shall provide that the policies shall not be cancelled, renewed, or amended without thirty (30) days' prior notice to the City. All requests by the Design Professional for approval of engineers or other consultants shall be accompanied by certificates setting forth the types and amounts of insurance carried by them. The Design Professional shall require each such engineer or other consultant approved by the City to maintain the insurance shown in

such certificate in accordance with the provisions of this paragraph.

ARTICLE 11
STATUTORY RECORD-KEEPING AND RECORD-FILING REQUIREMENTS
(M.G.L. C. 30, §39R)

___(If this contract is federally funded, see also Federal Requirements attached hereto as Appendix A (if applicable).)

11.1. The **Design Professional** shall make and keep for at least six years after final payment, books, records, and accounts, which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Design Professional**.

11.2. Until the expiration of six (6) years after final payment, the office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books, documents, papers or records of the **Design Professional** or of its subcontractors that directly pertain to and involve transactions relating to, the **Design Professional** or its subcontractors.

If this contract is subject to the Massachusetts Designer Selection Statute, M.G.L., c. 7, §38A-1/2 et seq., and if the Contract Amount exceeds \$100,000, the provisions of M.G.L. c. 30, §39R contained in sections 11.3 –11.7 below shall be applicable.

11.3. The **Design Professional** shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the **City**, including in its description the date of the change and reasons therefore, and shall accompany said description with a letter from the **Design Professional's** independent certified public accountant approving or otherwise commenting on the changes.

11.4. The **Design Professional** has filed a statement of management (“management,” as used in these paragraphs is defined in M.G.L. c. 30, §39R(a)(7) as “the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor” which is the **Design Professional** herein) on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement.

11.5. The **Design Professional** must file with the **City** a statement of management as to whether the system of internal accounting controls of the **Design Professional** and its subsidiaries reasonably assures that:

11.5.1. transactions are executed in accordance with management’s general and specific authorization;

11.5.2. transactions are recorded as necessary: to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets;

11.5.3. access to assets is permitted only in accordance with management’s general or specific authorization; and

11.5.4. the record accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

11.6. The **Design Professional** has filed with DCAM prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d). The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant’s report. Such statements shall be made available to the **City** upon request.

11.7. The **Design Professional** shall file with the **City** a statement prepared and signed by an independent certified public accountant, stating that s/he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

11.7.1. whether the representations of management in response to this paragraph and the previous paragraph are

consistent with the result of management's evaluation of the system of internal accounting controls; and

11.7.2. whether 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 **Design Professional's** financial statements.

NOTE: RECORDS AND STATEMENTS REQUIRED TO BE MADE, KEPT OR FILED UNDER THE PROVISIONS OF M.G.L. c. 30, §39R ARE NOT PUBLIC RECORDS AS DEFINED IN M.G.L. c.4, §7 AND SHALL NOT BE OPEN TO PUBLIC INSPECTION, EXCEPT AS PROVIDED HEREIN.

(Reference: M.G.L. c. 30, §39R)

ARTICLE 12

TERMINATION, SUSPENSION, OR ABANDONMENT

12.1. Except for reasons of nonpayment, this Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and may be terminated without cause by the **City** upon at least seven (7) days' written notice to the **Design Professional**. In the event this Agreement is terminated by the **City** pursuant to this paragraph, the **Design Professional** shall be entitled to receive compensation for Basic and Additional Services properly performed and for all substantiated Reimbursable Expenses incurred to the date of the notice of termination, but in no event shall compensation exceed the amount specified hereafter if the Project does not proceed and in no event shall any payment be due earlier than such payment would otherwise be due hereunder. Moreover, the **City** shall be entitled to retain from the monies alleged to be due to the **Design Professional** an amount that reasonably reflects the cost and expense incurred or to be incurred by the **City** associated with the termination, if the termination is with cause.

12.2. The **City** reserves the right to stop or suspend the work upon seven (7) days' written notice to the **Design Professional**, with no resulting fee adjustment to the **Design Professional**, unless such suspension extends for more than twelve (12) months, in which case the **Design Professional's** compensation shall be equitably adjusted when the project is resumed to provide for expenses incurred in the interruption and resumption of the **Design Professional's** services. The **Design Professional** shall have no cause for termination of this Agreement based on suspension of the Project unless such suspension extends for more than twelve (12) months.

12.3. Persistent failure by the **City** to make payments to the **Design Professional** in accordance with this Agreement or persistent failure of the **City** to pay the **Design Professional** within forty-five (45) days of receipt of a statement for services properly performed shall be considered nonperformance and cause for termination. "Persistent" herein shall mean at least three occasions.

12.4. If the **City** fails to make payment when due for services and expenses properly performed, the **Design Professional** may, upon thirty (30) days' written notice to the **City**, suspend performance of services under this Agreement. Unless the **Design Professional** receives within thirty (30) days of the date of the notice payment in full for such services that have been properly performed, the suspension

12.5. shall take effect without further notice. In the event of a suspension of services, the **Design Professional** shall have no liability to the **City** for delay or damage caused by the **City** because of such suspension of services.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1. GOVERNING LAW. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and, if federally funded, applicable provisions of the Federal Requirements attached hereto as Appendix A (if applicable).

13.2. VENUE. Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The **Contractor**, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

13.3. PARTNERS, SUCCESSORS, ASSIGNS, ETC. The **City** and the **Design Professional**, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representative of such other party with respect to all covenants of this Agreement.

13.4. PROHIBITION AGAINST ASSIGNMENT. The **Design Professional** shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the **City**. An assignment without the prior written consent of the **City** shall not relieve the **Design Professional** of its obligations thereunder.

13.5. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the **City** and the **Design Professional** and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement can be amended only by a written instrument signed by both the **City** and the **Design Professional**.

13.6. THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **City** or the **Design Professional**.

13.7. NOTICES AND DEMANDS. Notices and demands required by or permitted to be given hereunder shall be hand-delivered or given by registered or certified mail and shall be addressed to the parties at the addresses set forth as follows:

To the City:

Executive Director
Mayor's Office of Strategic Planning & Community Development
City Hall
93 Highland Avenue
Somerville, MA 02143
Tel #: 617-625-6600 x2510
Fax #: 617-625-0722

With a Copy to:

City Solicitor
Law Department, City Hall
93 Highland Avenue
Somerville, MA 02143

Purchasing Director
City Hall
93 Highland Avenue
Somerville, MA 02143

To the Vendor: Vendor Name, Attn: Vendor Contact, Vendor Address, Vendor Fax, all as set forth on the first page of this Agreement.

Such notices and demands may be sent by facsimile transmission if such transmission is followed by hand delivery or registered or certified mail on the same day or the following business day. Notice and demands shall be deemed to have been given when delivered, or when mailed, or when transmitted by facsimile, if followed by hand delivery or registered or certified mail as provided herein.

13.8. WAIVER OF RIGHTS. The **City's** review, approval, acceptance, or payment for services under this Agreement

shall not operate as a waiver of any rights under this Agreement and the **Design Professional** shall be and shall remain liable to the **City** for all damages incurred by the **City** as the result of the **Design Professional's** failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the **City** provided for under this Agreement are in addition to any other rights or remedies provided or allowed by law.

13.9. PERSONAL LIABILITY. No member, officer, director, trustee, representative, consultant, volunteer participant, or employee of the **City** shall be personally liable to the **Design Professional** under any term or provision of this Agreement for the **City's** payment obligation or otherwise, or because of any breach hereof.

13.10. INDEMNIFICATION. For all matters other than those arising out of Design Professional's professional services (such other matters commonly known as "General Liability Claims"), the **Design Professional** shall indemnify and defend the **City** from and against all claims, costs, and to the extent that such claims, costs, and liability are the result of the negligent acts, errors, or omissions of the **Design Professional**, or breaches by the **Design Professional** of its obligations hereunder or (with respect to the **Design Professional's** duty to defend) are claimed to be the result thereof.

For all matters arising out of Design Professional's professional services, Design Professional agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and all of their agents and employees against claims damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of Design Professional's, or third parties under the direction or control of Design Professional, in the performance of professional services under this Agreement.

13.11. DESIGN PROFESSIONAL'S PRINCIPALS AND SENIOR PERSONNEL. The **City** is relying on the continued participation in the Project of the principals and senior personnel whose names and time commitments and, where applicable, Massachusetts's professional registration numbers are listed in the attached APPENDIX C. The **Design Professional** shall not remove any such individual from the Project or reduce his or her time commitment to the Project without the **City's** written consent unless such individual dies, becomes disabled, or terminates his or her employment. The replacement of any individual listed in APPENDIX C shall be subject to the **City's** written approval.

13.12 USE OF PROJECT-RELATED DOCUMENTS. The **Design Professional** may, upon prior written consent of the **City**, include representations of the design of the Project, including photographs of the exterior and interior, among the **Design Professional's** promotional and professional materials. The **Design Professional's** materials shall not include the **City's** confidential or proprietary information if the **City** has previously advised the **Design Professional** in writing of the specific information considered by the **City** to be confidential or proprietary. The **City** shall provide professional credit for the **Design Professional** on the construction sign and in the promotional materials for the Project. The **City** considers all information concerning the Project to be confidential and proprietary unless otherwise expressly indicated in writing to the **Design Professional**.

ARTICLE 14 CERTIFICATIONS

14.1. The undersigned **Design Professional** certifies under the penalties of perjury that:

14.1.1. the **Design Professional** has not given, offered or agreed to give any gift, contribution or offer of employment as an inducement for, or in connection with, the award of a contract for design services;

14.1.2. no consultant to, or subcontractor for the **Design Professional** has given, offered or agreed to give any gift, contribution, or offer of employment to the **Design Professional**, or to any other person, corporation, or entity as an inducement for or in connection with the award to the consultant or subcontractor of a contract by the **Design Professional**;

14.1.3. no person, corporation, or other entity, other than a bona fide, full-time employee of the **Design Professional** has been retained or hired to solicit for or in any way assist the **Design Professional** in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer;

14.1.4. if and as required by M.G.L. c. 30, §39R, the **Design Professional** has internal accounting controls the **Design Professional** shall:

- 14.1.4.1. file regular statements of management concerning internal auditing controls; and
- 14.1.4.2. file an annual audited financial statement; and submit a statement from an independent certified public accountant that s/he has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statements and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the **Design Professional's** financial statements, as provided by M.G.L. c. 7, §38H(e) and
- 14.1.4.3. the Design Professional has filed a statement of management on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement;
- 14.1.4.4. the Design Professional has filed with DCAM prior to the execution of this Agreement an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d); and
- 14.1.5. the **Design Professional** has complied with all the laws of the Commonwealth pertaining to taxes, reporting of employees and contractors, and withholding and remitting child support (M.G.L. c. 62C, §49A). 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.
- 14.1.6. the **Design Professional** will, for a seven-year period after the final payment, maintain accurate books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Design Professional**;

ARTICLE 15 TRUTH IN NEGOTIATIONS

15.1 Truth-in-Negotiations Certificate: 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:

15.1.1 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

15.1.2 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 Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

15.2 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 Subconsultant 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 Subconsultant 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 .

Appendix A

Scope of Work

SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS/SCOPE OF SERVICES

Rule for Award

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposal response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the proposal opening. 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.

The City of Somerville is seeking a Consultant for a range of landscape architectural services for the upgrade of the schoolyards at both the Benjamin G. Brown (Brown) School and the West Somerville Neighborhood School (WSNS).

Scope of Services

- 1.0 Summary
- 2.0 Project Site
- 3.0 Tasks & Schedule
 - 3.1 Site Analysis and Schematic Design
 - 3.2 Design Development and Construction Documents
 - 3.3 Bid and Negotiation
 - 3.4 Construction Administration
- 4.0 Products
 - 4.1 Consultation: Site Analysis & Schematic Design
 - 4.2 Construction Documents
 - 4.3 Bid and Negotiation
 - 4.4 Construction Administration
- 5.0 Compliance with Ordinances, Statutes, and Regulations.

1.0 Summary

The City plans to upgrade both the Brown and WSNS Schoolyards, which currently provide athletic, recess and play activities for their respective community's and the public, outside of school hours.

These two schoolyards are the only schoolyards in Somerville currently graded "poor" in the City's Open Space and Recreation Plan. Neither meets the recreation needs and standards of the City, the schools, the community, or the hundreds of children who use them daily.

The designs for each schoolyard will be conducted in separate but parallel processes and shall be tailored to the individual needs of each school. The design process will start in the fall of 2019 and will continue through the spring of 2020. The project will engage each school community and the surrounding neighborhood in a minimum of three public meetings (six meetings). Two additional meetings will be held with City Staff and each school's administrative staff to coordinate the design development for each schoolyard (four meetings).

At a minimum, each schoolyard design will provide 100% ADA access, and will address safety and security issues. Each design is also expected to incorporate synthetic turf field spaces and low impact design improvements to each school's storm water and drainage system. Additional features will be as durable and

maintenance-free as possible, and are expected to include imaginative play environments, new lighting, permeable surfaces, new tree plantings, outdoor classroom spaces, fencing, and irrigation as needed.

The dimensions of each synthetic turf area will be determined after consulting with the school staff and the community. For the purposes of this Request for Qualifications, design firms should assume that approximately 50 percent of the Brown Schoolyard will be converted to synthetic turf, and that the WSNS will include an area equal to the portion of the existing schoolyard currently painted as a soccer field. However, while the total square footage of Synthetic Turf has not been determined, design firms should assume that all the existing asphalt surfaces will be redeveloped as surfaces, whether they be asphalt, Poured in Place, or Synthetic Turf.

2.0 Project Sites

The Benjamin G. Brown School

The Brown School serves students kindergarten through fifth grade.

The school is located in Ward 5 at 201 Willow Avenue. Built in 1900, the Brown School is the oldest elementary school in Somerville and does not have any interior recreation space. The school served approximately 225 children in the 2018-2019 school year.

The new schoolyard design will incorporate the existing asphalt schoolyard and the lawn areas around the three other sides of the school on Josephine Street, Kidder Avenue, and Willow Avenue.



The asphalt schoolyard is approximately 9,500 square feet with basketball hoops and painted court games. The surface is uneven and generally pitches down to the school from the southern property line. The schoolyard is actively used during the school year. Given the heavy demand on the space, the school

administration has requested that the new schoolyard spaces be as multifunctional as possible and that the surface be at least 50% synthetic turf.

As noted in the summary, the design shall provide 100% ADA access to all spaces, new lighting, regrading, and shall include low impact designs to address drainage and storm water issues. In addition to the synthetic turf field area, new features may include basketball, new play structures, seating areas, a covered gathering space, an equipment storage shed, surface and wall graphics, and calm spaces for individuals or small groups. The design should also be as maintenance free as possible.

The lawn areas surrounding the three sides of the school will be redeveloped as new education and recreation spaces for Brown students. These existing spaces are 10 to 30 feet wide, dominated by large shrub plantings, and separated from the sidewalk by a metal picket fence. Their total square footage is approximately 5,000 square feet. The design intention is to redesign these areas with a continuous ADA circulation path around the school, linked to the schoolyard on both sides of the school, and to all the school entrances. Features along the pathway could include seating areas, adaptive reuse of storm water from the school roof and downspouts, school gardens, new tree plantings, bicycle parking, and an improved ADA school entrance on Kidder Avenue.

The West Somerville Neighborhood School (WSNS)

The WSNS serves students pre-kindergarten through eighth grade. It is located at 177 Powder House Boulevard in Ward 7. The school was built in 1995 to replace the old Cutler School, and the building includes a gymnasium for recreation use during inclement weather. The school had over 350 students enrolled during the 2018-2019 schoolyear.

The new WSNS schoolyard design will incorporate the asphalt schoolyard, the 2-5 playground fronting on Powderhouse Boulevard, and portions of the faculty parking lot on Raymond Street above the schoolyard.

The approximate combined square footage of the schoolyard and the 2-5 play area is 16,000 square feet. The portion of the faculty parking lot to be redeveloped will be to incorporate new tree plantings and the square footage has not been determined. However, it is intended that the new tree plantings minimize the loss of faculty parking spaces as much as possible.

The current WSNS schoolyard is lacking in any natural features. The asphalt is older, uneven and patched, and in need of replacement. The 2-5 play structure is also older and in need of replacement. The primary schoolyard features are basketball and court games, including a painted soccer field and four square courts. Vehicle access is from the rear of the schoolyard on Raymond Street. There is a tall retaining wall along Raymond Street which blocks visual access to a portion of the schoolyard, but which also creates an enclosed space which could be adapted for recreation uses and/or as a school and community social space. Other design challenges include delivery vehicle access across the schoolyard to the school, maintenance vehicle access to the dumpster, currently located at the back of the schoolyard, and the location of subsurface utilities. The design will also need to address improvements to the site's storm water and drainage features.

The WSNS design will also include a synthetic turf recreation area for physical education classes and school activities; however the field's size has not been determined. Possibilities include a space similar in size to the existing soccer field painted on the asphalt, or a smaller practice space with a goal.

The features included in the new design will be determined through a comprehensive community process, but should consider school needs for physical education classes, new tree plantings, designs that incorporate variation in elevation, seating and gathering areas, imaginative play and climbing structures, surface and wall graphics, new lighting and calm spaces for individuals or small groups.



Tasks & Schedule

3.0 Site Analysis and Schematic Design (August – September 2019)

- The consultant will procure a surveyor to survey the entire schoolyard.

3.1 Design Development and Construction Documents (September-December 2019)

Design Development and Construction Documents will include the following tasks:

- Accompany the design development through school and public meetings as required.
- Coordinate with sub consultants, as needed, to develop utility, lighting, and irrigation plans and specs, in accordance with City standards and maintenance capabilities.
- Prepare detailed Cost Estimate to use in the construction Bid and Negotiation phase.
- Prepare and submit 100% Construction Documents for Invitation to Bid for both phases of the project.

3.1 Bid and Negotiation

Bid and Negotiation will include the following tasks:

- Assist City of Somerville Purchasing Department in issuing any needed addenda and respond to the bidder's questions as clarification as needed for the landscape design.
- Revise bid documents, if needed, to incorporate amendments and clarifications issued during Bidding and Negotiation phase and submit to the City of Somerville.

3.2 Construction Administration

Construction Administration will include the following tasks for the park:

- Schedule 1hrs/day, 2 days/week throughout construction period for site inspections and associated tasks.
- Work with City designer to answer questions from general contractor and update changes to the construction drawings and specifications as needed.
- Review all submittals and change order requests with City.
- Record field notes and meeting minutes.

4.0 Products

4.1 Site Analysis and Schematic Design

The consultant will procure the following:

- Site survey

In collaboration with the project manager, the consultant will attend school and public meetings in order to prepare schematic designs.

4.2 Design Development and Construction Documents

In collaboration with the project manager, the consultant will attend school and public meetings and provide Design Development and Construction Documents which include the following products:

- Author 50% and 100% construction documents for review and acceptance from the City. The consultant is responsible for printing all plan copies.
- 100% construction set must include the following plans, sections and details: Existing Conditions Plan, Site Demolition and Preparation Plan, Layout and Materials Plan, Grading Plan, Planting Plan, Plan Enlargements (as needed, to depict special areas of site improvements), Site Details (scaled as required to depict design elements and anticipated construction techniques), Utility and Drainage Plan, Irrigation Plan, Lighting Plan, Site Specifications as well as playground safety documentation as required. The consultant is responsible for printing all plan copies.

4.3 Bid and Negotiation

Bid and Negotiation will include the following products:

- Addenda or response to bid questions as needed to provide clarification in the construction bid process.
- Revision of bid documents to incorporate amendments and clarifications issued during the Bidding and Negotiation phase.

4.4 Construction Administration

Construction Administration will include the following products:

- Update construction drawings and specifications as needed.
- Review all change orders and submittals with City and maintain current file.
- Write and submit all meeting minutes and field notes from site visits.
- All playground safety documentation and reports as required by PM.
- Provide final "As-Built" drawings in paper and electronic format.

4.5 Maintenance manuals

The consultant will work with City staff to produce a maintenance manual for:

- all plant materials
- playground equipment
- for the artificial turf field and lighting systems

5.0 Compliance with Ordinances, Statutes, and Regulations.

The construction documents must comply with all applicable federal and state laws and City ordinances and regulations. All recommendations should be informed by requirements in the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210 et seq), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §791 et seq), and the Massachusetts Architectural Access Board (M.G. L. c. 22 § 13A) as well as all State and Federal Playground Safety Standards.

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFQ shall be used to evaluate responsible and responsive proposals. The Comparative Evaluation Criteria are:

Factor 1: Technical and Management Approach	
Highly Advantageous	The Offeror's Qualifications demonstrate a comprehensive understanding of the types of projects listed in the scope of services and a thorough attention to detail. The Offeror's Qualifications demonstrate that they have exhibited past projects that are both cost effective and relevant to Somerville's specific needs.
Advantageous	The Offeror's Qualifications demonstrate a moderate understanding of the types of projects listed in the scope of services and modest attention to detail. The Offeror's Qualifications demonstrate that their past projects have not been optimally cost effective and lack certain aspects of relevance to Somerville's needs.
Not Advantageous	The Offeror's Qualifications lacks a comprehensive understanding of the types of projects listed in the scope of services and a thorough attention to detail. The Offeror's Qualifications demonstrate that their past projects have not been cost effective or relevant to Somerville.

Factor 2: Key Personnel	
Highly Advantageous	<u>All</u> of the personnel identified by the Offeror are proven to possess a <u>very high level</u> of landscape design and construction administration experience and performance. Resumes are included in the RFQ for all proposed personnel. All proposed personnel are currently performing functions similar to those proposed clearly show an adequate level of relevant experience to successfully perform the scope outlined herein.
Advantageous	<u>All</u> of the personnel identified by the Offeror are proven to possess a <u>high level</u> of landscape design and construction administration experience and performance. Resumes are included in the RFQ for most of the proposed personnel. Some of

	these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.
Not Advantageous	<u>Most</u> but not all of the personnel identified by the Offeror are proven to possess an <u>adequate level</u> of landscape design and construction administration experience. Resumes are not included not any of the proposed staff.

Factor 3: Past Performance	
Highly Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of five or more projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.
Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of three or four park projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.
Not Advantageous	The RFQ demonstrates the Offeror's efficient and effective design and management of less than three park projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFQ and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

Period of Performance

The period of performance for this contract begins on or about 9/1/2019 and ends on or about 12/31/2020. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

Place of Performance

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for

misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

Deliverables

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

TECHNICAL PROPOSAL: RFQ # 20-04

DESIGN SERVICES FOR THE BENJAMIN G. BROWN SCHOOL AND THE WEST SOMERVILLE NEIGHBORHOOD SCHOOL

August 7, 2019

SUBMITTED TO:

City of Somerville Purchasing Department
Michael Richards, Asst. Purchasing Director
Somerville City Hall, 93 Highland Avenue
Somerville, MA 02143

SUBMITTED BY:

CBA Landscape Architects LLC
24 Thorndike Street, 4th Floor
Cambridge, MA 02141
617.945.9760
dj@cband.com

Outdoor Classroom & Playground, Martin Luther King Jr. School, Dorchester

Mr. Michael Richards, Assistant Director
City of Somerville Purchasing Department
Somerville City Hall, 93 Highland Avenue
Somerville, MA 02143

**Re: RFQ 20-04 – Design Services for the Benjamin G. Brown School and the
West Somerville Neighborhood School**

Dear Michael and colleagues,

CBA Landscape Architects LLC is pleased to submit our proposed team's Qualifications and Experience for Design Services for the renovations to the Browne School and the West Somerville Neighborhood School to the City of Somerville.

As a Somerville resident, I am keenly aware of how the City's schoolyards are a critical open space asset for not just the students but their neighborhoods, and of how significant a need for durable recreation space there is in our dense, urban environment. The Brown School, with its lack of gymnasium and its compact site, clearly needs renovation to make the most of the opportunities its outdoor spaces provide, and to improve accessibility. The WSNS has a larger space, but its division into separate spaces and its infrastructure needs will require careful design to make the most of the schoolyard's potential. And as our climate changes, our City needs to continue its adaptation into a sustainable, resilient landscape that responsibly manages stormwater, provides shade, and works in harmony with nature. The renovation of both these schoolyards presents a fantastic opportunity to significantly address all these issues in a way that creates a meaningful impact. A creative and well-executed design for each space that builds on the City's visions outlined in the RFQ, addresses the needs of the various users, and builds a sense of community investment and ownership is of tremendous importance. Our designs for the renovated Brown Schoolyard and West Somerville Neighborhood Schoolyard will accomplish these objectives, addressing each site's potential and its challenges with a bold and creative vision brought to fruition by an exceptionally qualified consultant team. As the remainder of the proposal demonstrates, our team exemplifies:

Thorough expertise, evidenced by our success in crafting over ninety public open spaces. Our past work includes dozens of schoolyards and a number of synthetic turf fields throughout greater Boston. We are quick to grasp the issues, produce practical, unique, creative solutions, and anticipate future needs of both the municipality and the community. Our public spaces respond to the site's physical attributes and constituents' concerns to produce a unique, creative solution. We use the best "green" practices for design, specifying site features manufactured from recycled materials, reusing existing materials, installing pervious paving whenever feasible, designing with water conservation in mind, and using stormwater best management practices. Our accurate cost estimation, thorough Construction Documents, and diligent Construction Administration combine with attention to municipal standards, durable materials, and awareness of maintenance to design successful, enduring spaces.

Inclusivity, evidenced in our mastery of the public process and in our welcoming spaces.

CBA takes pride in our proven ability to facilitate successful community meetings, which are a key component for all of our public spaces. We make clear, understandable presentations, listen carefully to all participants, and work with their ideas to ensure they have a voice. Through the public meeting process we develop a consensus for the design and help focus neighborhood support. We are comfortable working with translators at public meetings, and our graphics and communication skills are excellent, including plans, digital models, renderings, and precedent images as appropriate to the audience. We seek new ways to engage the community in the design process, from online surveys to

alternative approaches to the typical evening meeting such as on-site visioning sessions and activities. Our parks encourage the wellness of a wide range of users by providing a variety of opportunities for passive and active outdoor recreation at all ability levels, and we prioritize inclusive design.

Flexibility, evidenced in our solutions to complex problems, and the imaginative approaches we bring to fruition. We choose not to treat standards, requirements, and challenges as limiters, but as opportunities to explore design solutions that will create a unique space. CBA takes pride in creating safe, accessible spaces that appear to fit effortlessly into the urban context. Our innovative approaches to budgetary constraints & design challenges enable us to craft creative solutions and make the community's vision for a space come to life. We seek out cost-effective solutions and new applications for products and materials to continuously improve public space design.

Place-centered design, evidenced in our focus on community pride and consensus. Especially when shaped by a strong, inclusive public process, the best and most successful public spaces are those which have a sense of place, and a cohesive identity. As our past work shows, we work with the diverse constituents of each space to forge a consensus vision for the project, and to successfully execute that vision to produce a park, playground, or schoolyard that becomes a focus of community pride and activity; fits seamlessly into its site and context; and exemplifies the potential therein.

CBA is excited by the opportunity to enrich and enhance the Brown and WSNS Schoolyards; expand play opportunities, including new synthetic turf fields and play equipment; bolster the schools' educational missions by incorporating outdoor learning opportunities; enhance sustainability by incorporating additional shade and controlling stormwater; improve the usability of each space for both the school community and the neighborhood's residents; and foster school and community pride. We will provide imaginative designs, thorough construction documents, and careful construction administration, to ensure that the final spaces fulfill those goals. Our in-house staff, together with our proposed subconsultant team, is highly qualified to address all of the components listed in the Request for Qualifications and those inherent in projects of this nature, as well as contingencies that may arise on the site. Over our many projects we have built strong working relationships with many consultants in other disciplines, whose experience we draw upon when the situation requires, and we are pleased to team up with Samiotes Consultants Inc. for Surveying and Civil Engineering; Kaestle Boos Associates for Synthetic Turf Field work; Aqueous Consultants for Irrigation and Water Systems design; McPhail Associates for Geotechnical Engineering; Zade Associates as Electrical Engineers; and Roome & Guarracino for Structural Engineering (if needed).

As a Somerville resident and a parent with two young children, I have a personal as well as professional interest in seeing the City's network of public spaces further its growth into a model for the region. Several CBA staff are also Somerville residents. Our familiarity with Somerville on many levels, both personal and professional, makes us ideally suited to work with City staff, residents, and officials. We are proud of our Somerville associations, and of our past work for the City.

Please note that CBA Landscape Architects LLC is a Mass. SDO-certified Woman Owned Business and an Equal Opportunity Employer. This proposal is firm and valid for the requested ninety days. We look forward to discussing further with the City the potential for reimagining and reinvigorating the Brown and WSNS Schoolyards as sustainable, innovative, engaging, beautiful, unique, and durable spaces that will serve our shared community for years to come.

Sincerely yours,



Denis J. Chagnon, ASLA CPSI, Principal-in-Charge & Project Manager, Brown and WSNS Schoolyards
Principal and Managing Member, CBA Landscape Architects LLC

24 Thorndike Street, 4th Floor, Cambridge, MA 02141
phone: 617-945-9760 (no fax) – email: dj@cband.com

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- b. Required Forms & Certificates
- c. List of Municipal Projects

Note: All photographs and renderings used in this proposal, except on sheets from our sub-consultants or of the Brown and WSNS sites and related materials, are of CBA-designed projects.

1a. FIRM OVERVIEW

CBA Landscape Architects LLC

At CBA, we are landscape architects who take pride in being:

CREATIVE: We blend design intuition with project-specific data to guide our decision-making process. Our approach is imaginative and solutions-oriented; we focus on achieving outstanding design outcomes using the resources available.

RELIABLE: CBA's experience designing projects from start to finish - studies and master plans to construction - helps ensure that our designs are both buildable and long-lasting. We analyze new technologies and products carefully before incorporating them into projects. CBA's attention to detail is reflected in our design work and our everyday interactions with our collaborators.

COLLABORATIVE: As the lead designer or as a consultant on a team, CBA works well with others. Client and user input is a key component in designing shared landscapes, and we believe strongly that consensus building through the design process is essential for success. For many projects, we lead various forms of robust public process to collect feedback that informs design development and final design outcomes.

RESPONSIVE: Our designs reflect the goals, values, and needs of our clients. We demonstrate responsiveness with clear communication that encourages dialogue between our clients, our subconsultants, and project stakeholders. Our attentive detailing, broad and sophisticated plant palettes, and site material selections are appropriate to each site's uses and context.

ADAPTIVE: CBA's culture of flexibility means that we respond gracefully to new circumstances and adjust our approach accordingly. Our landscapes are adaptable to changes in the natural and built environments, adjust to programming changes over time, and inclusively accommodate diverse user groups.

AT A GLANCE:

CBA Landscape Architects offers a full range of landscape architectural services from schematic design through construction administration. Our designs have won awards from the BSLA, BSA, and several additional organizations; our landscapes have been published in Landscape Architecture Magazine, the New York Times, New England Home, and other local and national publications.

Established in 1984 by Clara Batchelor, we are a small office with a staff of eight landscape architects, six of whom are registered. We have both LEED and CPSI-accredited individuals on our staff.

The firm's goal has been to remain small and keep the principals involved at all stages of the design process, in order to give our clients the highest quality design with an emphasis on exceptional service. CBA Landscape Architects is a Massachusetts Supplier Diversity Office Women Business Enterprise (SDO-WBE).



Msgr. Reynolds Plgd - South End

1b. OUR QUALIFICATIONS

CBA Landscape Architects LLC will work with the OSPCD's Parks & Open Space Department and other City Staff, the Brown School and WSNS Parent Teacher Associations, Principals Maguire and Seward and their staffs, each school's students and parents, and school neighbors, to identify the community's goals for their schoolyard and to ensure a successful project. Our staff of eight landscape architects, together with our subconsultants, has the knowledge, skills, experience, and creativity to produce a bold, creative, dynamic new schoolyard, field, and connection to the neighborhood for each of the sites, on the proposed project timetable. The following pages detail our high level of qualifications in a number of categories relevant to Somerville's needs for the Brown and West Somerville schoolyards.



Almont Park - Mattapan

URBAN PARKS AND OPEN SPACE DESIGN.

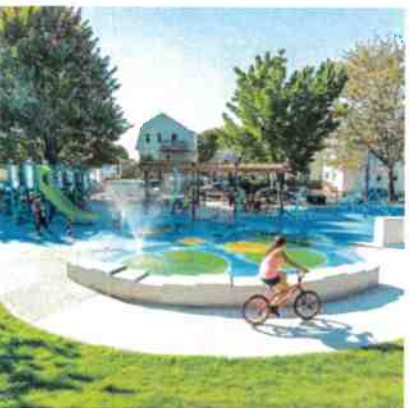
Since 1984, CBA Landscape Architects has provided landscape design services for a wide variety of projects and clients. These include schools, parks, streetscapes, municipal and office buildings, housing developments, and private institutions. For Chelsea, Cambridge, Malden, and the Mass. DHCD, we have provided on-call landscape architectural services. We understand the many roles a schoolyard must fill – learning, gathering, recreation, respite, and more - and the role of the landscape architect to create a cohesive, multifaceted design that satisfies a school community's many desires.



Paris Street Playground - East Boston

CBA will apply our experience from the design of **over ninety public parks, playgrounds, and schoolyards** to craft dynamic new schoolyards for the Brown and West Somerville Schools. Our public landscapes range in size from as small as a few thousand square feet to 20-acre parks; in programs from passive parks with walks, gardens, and seating to highly active sites with play equipment, natural and synthetic turf playing fields, and athletic courts; and in budgets from \$200,000 to over \$4,000,000. In each situation we combined excellence in design with an understanding of the psychology of play and a strong pragmatic approach to designing an intensely used environment.

We have high standards for our work. With each public space we design, we create an imaginative environment where recreational opportunities are maximized and variety is encouraged; all ages and user groups are welcomed to the space; the visual quality of the space is enhanced by the innovative use of materials; and the project budget is thoughtfully expended to maximize the return and the longevity of the renovated schoolyard and new synthetic turf recreational field.



Gramstorff Park - Everett

In all of our public work, CBA's designs create a landscape in which both natural and man-made features are appropriate to the setting, and **integrate the landscape into its community.** We combine excellence in design; an understanding of the public's needs; a realistic perspective on maintenance requirements; solid technical expertise; and our skill working with community groups and public agencies, to consistently produce well-developed, successful landscapes.

CREATIVE SCHOOLYARDS AND PLAY SPACES.

CBA understands the psychology and patterns of childrens' play, and the physical and social developmental needs and abilities of different age groups. We design schoolyards with an eye toward making the space as interesting, exciting, and thrilling as possible for each age range that's expected to use the playground, and to have activities that engage children of all ability and confidence levels. We include imaginative play elements; opportunities for art, music, and performance; and space to run around and play creatively, in addition to more traditional and modern playstructures. We embrace play as a facet of learning, particularly in a schoolyard environment.

We also place a **high priority on safety, durability, and realistic expectations** about the level of maintenance that will be required, so that the municipality's investment is made with the full life cycle of the product in mind and value is maximized. To that end, we specify products from a wide range of manufacturers, depending on the needs and budget of the project, and often combine features from multiple vendors while ensuring compliance with all applicable regulations.

ATHLETIC FACILITIES & FIELDS.

CBA has taken the lead design role on athletic projects ranging from renovations of existing natural-grass, informal playing fields in neighborhood parks and playgrounds, to the creation of new synthetic turf fields designed to accommodate multiple sports. We have installed sports protection netting, field and court lighting, bleachers, goals, and scoreboards. We have designed fields for soccer, football, baseball, little league, softball, and cricket; asphalt courts for basketball, tennis, street hockey, stickball; and spaces for bocce, foursquare, and other games. At the Martin Luther King Jr. Schoolyard and Chelsea's Burke School, we created non-sports-specific synthetic turf play areas.

However, we also recognize that **the discipline is complicated and changes rapidly** - for more high-performance projects we have partnered with specialists in synthetic turf. We propose to work once again with Kaestle Boos Associates' Luke McCoy and his team, who partnered with us on Chelsea High School's recent renovations. Samiotes Consultants has designed drainage systems for numerous sports fields including Boston's Almont Park. Together with our subconsultants, we are current with the full range of product options, infill materials, and design details to be able to recommend the most appropriate solution for a given site.

CONSENSUS-BUILDING PUBLIC PROCESS.

CBA prides itself on listening to all of the stakeholders when it comes to designing public spaces. **Community meetings and input are a core part of our design process and philosophy.** Through the public meeting process, we help the project's constituent communities and groups develop a shared understanding of the issues, challenges, and opportunities of their project, and reach consensus so that all groups are represented and feel invested and welcomed in the final design.



M.L. King Jr School - Dorchester



Carter Park - Chelsea



Almont Park - Mattapan



Derby St. Park - Salem - Public Mtg



Medway Signature Parks - Public Mtg

As we have shown in our past work in Somerville and other cities, we are adept at translating the public input received and the design that is subsequently developed into a complete package that meets the City's standards and budget and the community's needs and desires.

UNDERSTANDING MUNICIPAL REALITIES.

CBA is keenly aware of the challenges inherent in crafting urban playgrounds and parks, especially heavily-used facilities such as schoolyards in a densely-populated City like Somerville. **We strive to balance maintenance and design** through the use of high quality, durable equipment, materials and plants, and we coordinate with public agencies to adhere to all of their design and maintenance guidelines. We focus on sustainability, community input, balancing users' needs, and creative design to ensure an enduring, successful project.



John Ruiz Park - Chelsea

CBA prides ourselves on our on-time performance. We work with the client at the beginning of a project to develop a schedule, and then we adhere to it. The schedule developed outlines submission dates for CBA, and the review period allotted to the client and any other municipal agencies involved. For every municipal project, each phase from initial design through construction documents was completed on schedule. When municipal review was delayed, CBA has often responded to comments quickly to get back on schedule.

PROJECT OVERSIGHT.



Capuano School/Glen Park - Somerville

CBA Landscape Architects **manages our projects efficiently and professionally**; the Principal-In-Charge, Project Manager, and Staff Landscape Architects work closely together to develop the design and prepare necessary documents. We keep clear meeting notes and records, and maintain open, frequent communication with the client. We are a very accessible office, and we attend additional meetings, prepare clarifying sketches, and provide consultations as needed.

During the design process, we develop detailed cost estimates to **keep the project's design closely tied to the budget**, and we balance maintenance, budget, and design through our selection of materials and details. To maximize the available funding, we often use Add Alternates, prioritized based on community and client input. We are proud of our reliable cost estimating, and we update our unit prices frequently to reflect the current bidding climate. Through our thoughtful design, careful documents, and thorough construction administration, we ensure that our projects are delivered on time and within budget.



Construction, Almont Park - Mattapan

For **Construction Administration**, CBA develops a list of submittals for the contractor. We present this at the pre-construction meeting and monitor it during construction, reviewing submittals and work to check for compliance. At weekly progress meetings, CBA reviews the contractor's work, and we prepare concise and thorough meeting notes. We review the contractor's payment applications, and at project completion we provide a complete as-built record set to the City along with all relevant maintenance and warranty information and supplies.

SUSTAINABILITY AND GREEN DESIGN.

CBA is proactive towards sustainable landscape design; three of CBA's staff are LEED Accredited. We work to preserve and plant native vegetation; develop environmentally sensitive drainage; and to use recycled, sustainable, or local materials and reduce water use where feasible. For example, Cremin Playground's design includes low-flow spray jets and has permeable paving throughout the park to minimize the load on the City's storm sewers. For Woburn's Clapp Park, we created an accessible path winding around the rain gardens which manage the site's runoff. And at Chelsea's Burke School, we have anticipated climate change with flood resiliency measures. We emphasize energy-efficient LED lighting in our designs, and have used solar-powered features in a number of our projects. The renovation of a predominantly-asphalt schoolyard offers an exceptional opportunity to use our expertise to "green" the space, adding sustainable stormwater management and additional vegetation to improve the local environment. Aqueous Consultants will work with us to help the City explore sustainable stormwater and irrigation options.



Island End Park - Chelsea



Dickerman Playground - Somerville

EMPHASIS ON INCLUSIVE DESIGN.

CBA's designs ensure that surfaces, paths, benches, picnic tables, play equipment, and other features are **safe and accessible to all**. We remain current with the changing web of safety and accessibility regulations, from federal and state accessibility regulations to the applicable CPSC and ASTM standards for furnishings and play equipment. Our ideal is for these standards to be incorporated seamlessly, rather than to serve as limits. D.J. Chagnon is a Certified Playground Safety Inspector, and will ensure that the play areas meet all applicable standards. Inclusive design is particularly important at schoolyards - it is critical to provide play opportunities, encourage social interaction, and facilitate the educational experiences of the entire student body, and we look forward to exploring how to best fulfill this vision with the two schools' communities.



Joyce Playground - Brighton

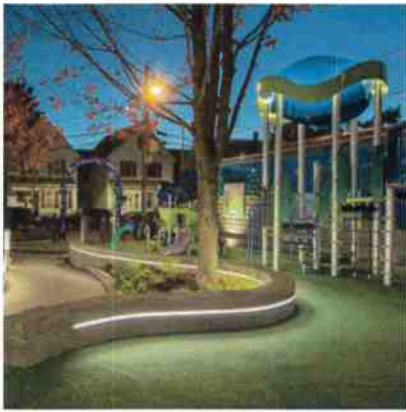
IMAGINATIVE DESIGN.

Our parks and schools fit their site and community in unique, creative manners. **CBA's layouts and details are imaginative, well-thought-out solutions** to the space and the program, and we blend proven techniques and materials with innovative implementations and ideas to create exceptional playgrounds. We thoroughly explore new approaches to address problems common to highly-used projects, such as how best to promote lawn health in a high traffic setting, or how to create flexible spaces that can meet a schoolyard's many needs.

We think outside the box, creating spaces where **design isn't limited to the expected but embraces the possible** and inspires visitors. CBA's designs for the renovations will reinforce a clear and lasting identity and sense of place for each of the schoolyards, building upon the positive aspects of each schoolyard and addressing problems.



John Eliot Schoolyard - North End



Cremin Playground - Somerville



Dickerman Playground - Somerville



Kenney Park - Somerville



Morse-Kelley Playground - Somerville

FOCUS ON PLACEMAKING.

Our ambition is for each space we create to **transcend the merely functional, and become a unique and memorable place.** One especially powerful means of placemaking is the inclusion of a distinctive visual icon in the space, whether by designing to highlight art as we did at Cremin Playground, among others; by drawing inspiration from existing artwork as we did at Dickerman Playground; or by working with the details of the space, such as fencing and surfacing patterns, to craft a cohesive and memorable whole, as we have at many other parks and schoolyards.

Often, we work with the community to develop a distinctive theme for their space; such an approach could help draw the various areas discussed for the Brown School site together. In other cases, we build on an existing theme, such as the clear school pride that the recent graphics at the West Somerville Neighborhood Schoolyard convey. The results in either case are **satisfying, vibrant, and engaging details** that foster a sense of pride and of place, as our projects in the Past Performance section illustrate, and we look forward to applying our expertise to the Brown and WSNS Schoolyards.

SOMERVILLE COMMUNITY PRIDE.

All of the above factors which shape our work in general. Equally important, however, is **our deep familiarity with, and connection to, Somerville.** CBA was based in Davis Square from 2005 through 2012, and we continue to feel a strong connection to the City. D.J. Chagnon has been a Somerville resident since 2001, and is a homeowner, an SHPC member, and active in the greater community. Several of CBA's staff members are also Somerville residents. This connection and familiarity give us a strong motivation to work with the City to meet its goal of making each space in the City an example of bold, inspiring design that inspires community pride and a sense of public ownership.

Through our past work in Somerville, we have gained **a thorough familiarity with the City's preferred standards** and construction details. We have consistently demonstrated our ability to respond quickly to City requests, to perform frequent site inspections and provide efficient information during construction, and to manage our projects efficiently and effectively to ensure a timely process, all of which are aided by our proximity to the City.

CBA also understands Somerville's diversity and nuances, as demonstrated in our past work for the City. Through our strong community process, we crafted exciting solutions for each of the spaces we have created. One clear example of this consensus building is our design for Morse-Kelley Playground. There, CBA met with City staff to ensure that our work met their requirements, and worked directly with multiple interest groups, from community gardeners to skateboarders. The result is a park with a thriving community garden component as well as the City's first official space where skateboarding was not simply tolerated, but explicitly welcomed as part of an active, vibrant park. We are pleased and proud that it has continued to be a success.

1c. RELEVANT PROJECTS

The following pages contain images and descriptions of a selection of CBA's past projects that are particularly relevant to the scope, aims, and goals of the City's proposed renovations to the Brown School and West Somerville Neighborhood School. We have emphasized projects of similar scale, especially those with comparable budgets or sites, as well as projects that included synthetic turf athletic fields, schoolyards, and significant ADA accessibility components. One of the projects, Chelsea's Mary C. Burke Complex, is currently under construction, and has been included specifically for the relevance of aspects of the program. In addition, we have included several relevant project pages from subconsultants in the Project Team section.

The selected projects highlight our successful consensus-building and inclusiveness, as well as our strength in finding imaginative solutions to specific programs and complex sites that produce enduring, meaningful environments which are welcomed by their users. These projects represent significant renovations that breathed new life into well-loved and well-used existing spaces. Each of the projects included involved an extensive community outreach process and a series of public or focus group meetings to guide the designs; for some, the communities had contentious and conflicting desires. For others, the challenge was not in building consensus on the project but in meeting those communities' high standards and extensive wish lists.

Each of these projects were designed with the realities of municipal parks and schoolyards in mind. We have developed a thorough familiarity with attractive materials, furnishings, and plants that work well in public spaces. We will apply this knowledge to ensure that the renovated Benjamin Brown School and West Somerville Neighborhood School schoolyards are both exemplars of attractive, sustainable, creative design when installed, and durable enough to serve the Schools' students, the neighborhoods' residents, and the City's young athletes for years to come and to be easily maintained.

The small selection of our projects below and on the following pages can only begin to capture the breadth of our experience, however. The images throughout the rest of the proposal are of a wide range of CBA's past projects, and showcase our vision, talent, creativity, and history of successful design.



1. Mary C. Burke Schoolyard, Chelsea



2. Mario Umama Schoolyard, East Boston



3. Carter Park / Chelsea HS Field, Chelsea



4. Harvard Kent Schoolyard, Charlestown



5. Walter Morris Playground / Keverian Schoolyard, Everett



6. Dr. Martin Luther King Jr. Schoolyard, Dorchester

5a. DESIGN TEAM

Established in 1984 by Clara C. Batchelor, CBA Landscape Architects became an LLC in 2010. CBA offers a full range of landscape architectural and urban design services from schematic design through construction administration. Current projects include parks and playgrounds, schoolyards, institutions, multifamily housing, commercial developments, and private residences. We are a small office with a staff of eight landscape architects, six of whom are registered. The firm's goal has been to remain small in order to give our clients the highest quality design with an emphasis on exceptional service.

CBA has been providing landscape architectural services to municipalities for over twenty-five years. We have designed over ninety parks and schoolyards, ranging from multiple acres to small pocket parks, from passive parks to highly active playgrounds and sports fields, and with construction budgets from \$50,000 to over \$4,000,000. Many have also included sports fields, outdoor classrooms, accessibility improvements, iconic gateways, and other distinctive features. We have designed five parks and two schoolyards in the City of Somerville; more than 40 projects including 16 schoolyards for the City of Boston, working for the Public Facilities Department, Parks Department, the Housing Authority, and the Public Library; 14 parks and 2 schoolyards for the City of Chelsea; four parks and improvements to three schoolyards for the City of Everett; three playgrounds for the City of Malden; and parks for the Towns of Arlington, Brookline, Bellingham, Medway, and Maynard and the Cities of Beverly, Melrose, and Revere. Many of these projects share the high demand for open space, the expected heavy use for multiple purposes, and the need for bold, detailed, and creative design with the planned renovations to the Brown School and West Somerville Neighborhood School.

Through all of our projects, we consistently use our strong technical skills, pragmatic approach, and creativity to craft imaginative solutions that respond to the site, client, community, and project program. We have extensive experience working with ASTM and CPSC guidelines as well as accessibility requirements, and we are current with the most recent regulations. We pride ourselves on the thorough, timely manner of our work and reliable cost estimating. Our work is carefully detailed, enabling the client to make the most of their funding; our projects typically come in within budget and avoid change orders due to errors or omissions. We ensure the project's success through complete project management, including careful construction administration. Community participation is a key component in our work; we are highly adept at working with diverse, multicultural groups, as well as through focus groups with particular stakeholders, to produce parks that satisfy the users' needs and foster neighborhood pride. Many of our projects have been, or subsequently became, the focus of their neighborhoods.



D.J. Chagnon has been at CBA since 2002 and became a Principal in 2010. He has been Principal-In-Charge, Project Manager, or Project Landscape Architect for seven Somerville parks and schoolyards, thirteen Chelsea parks and schools, ten Boston Parks and schoolyards, and many others. In particular, his work on Chelsea's Burke School and Carter Park / High School Field, on Everett's Morris Playground, and on a number of Boston Schoolyards are highly relevant to the scope of work described in the RFQ. He has extremely strong managerial and interpersonal skills and solid technical expertise.

As **Principal-In-Charge and Project Manager** for the Brown and WSNS projects, Mr. Chagnon will be involved in all facets of the public input, design, and construction process. He will work with City staff as the design develops, oversee production of the construction documents, coordinate our work with our subconsultants, and lead Construction Administration. Mr. Chagnon will attend all meetings at which CBA's presence is expected. He is a Somerville resident and a member of the City's Historic Preservation Commission, and brings his understanding of the interrelationships between municipal agencies, community constituencies, and public space design to his work with CBA.



Our other Staff Landscape Architects and Designers will also assist on the project; Kaila Bachman, Megan Tomkins, Preston Holleman, Jessica Choi, Aaron Kraemer, and Liz Thompson have all worked on numerous municipal park and schoolyard projects. Ms Bachman, Ms Tomkins, Mr. Holleman, and Ms Thompson are registered Landscape Architects. Ms. Bachman and Ms Choi are proposed as the primary project staff, but final project assignments for Staff will depend on current work loads when the City provides Notice to Proceed.

We will keep a consistent design team throughout the project as it progresses, and given the scale and complexity of the project we expect to include multiple staff. We provide thorough Bidding Assistance, Construction Administration, and Project Closeout, including arranging for all appropriate inspections.

Based on the scope described in the RFQ, we have arranged for highly qualified subconsultants to be available to us as needed. CBA will work closely with **Samiotes Consultants, Inc.**'s Stephen Garvin, W. Jeff Pilat, and their team for drainage and other utility systems which require Civil Engineering services. As the Request for Proposals included a topographic survey expansion in the scope of work, CBA proposes to work with the survey team from Samiotes as well, led by Todd Chapman. Their engineering-quality surveys, attention to detail, thoroughness of documentation, and timeliness in providing the survey are all highly valuable, and will help ensure a sound base for our design, essential for the detailed work involved in sports field renovations, green infrastructure, and accessible routes. The sports field specialty team at **Kaestle Boos Associates**, led by Luke McCoy, will assist us in selecting, specifying, detailing, and ensuring a quality installation of the appropriate synthetic turf products for the project; we worked closely with Luke and his team on the recent Chelsea High School Stadium renovation.

For all site lighting, we will work directly with lighting manufacturers and the City's and Schools' staff to be sure the specified system meets the project's needs and is as efficient as possible. **Zade Associates LLC** will provide Electrical Engineering services to supply power to new lighting and other park features as needed, and to ensure that all required elements are properly grounded. Muzaffer Muctehitzade and Mahendra Patel bring to the team their extensive experience in developing lighting solutions for parks, streetscapes, and other public spaces. For any Structural Engineering services required, Reginald Roome of **Roome & Guarracino LLC** will be the lead Structural Engineer. Jonathan Patch of **McPhail Associates LLC** will be the lead Geotechnical Engineer on the project. Each of these proposed subconsultants has worked closely with CBA on a number of past projects, including public parks. For irrigation design, as well as other water management measures, we propose to work with Michael Igo of **Aqueous Consultants**, who recently worked with the City on Hoyt Sullivan Park. Should other disciplines be needed due to changes in the scope of work, we will submit proposed subconsultants' information to the City for approval before contracting with a firm. Selected projects from key subconsultants are included with their firms' resumes and firm descriptions.

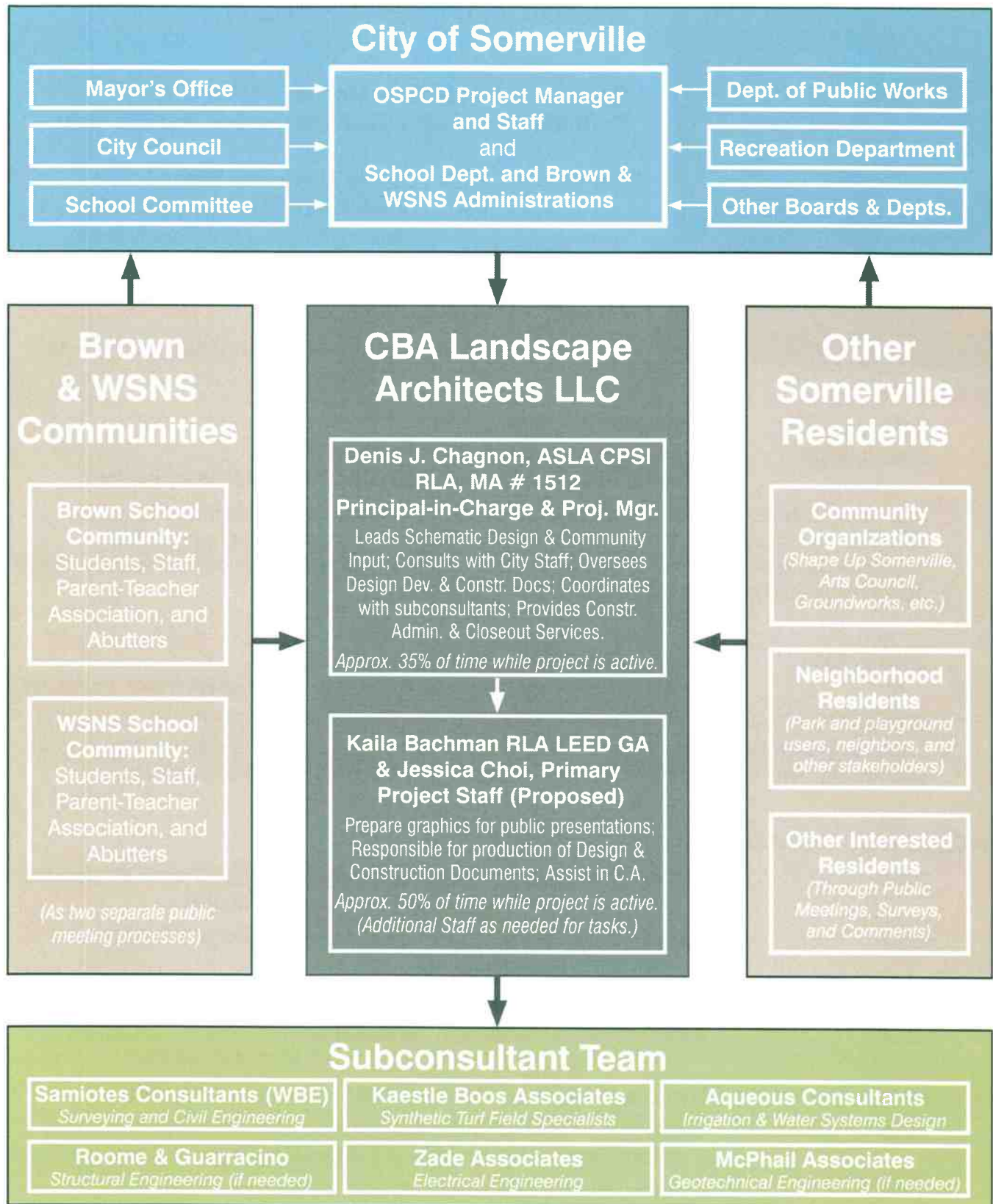
From 2005 to 2012, CBA was based in Davis Square; while our office has relocated to Cambridge, we are still a short distance from both City Hall and the project sites, and Mr. Chagnon and several other employees live in or just outside Somerville and can easily check on project progress. We are quite familiar with the fabric of the City, and our location allows us to be very flexible in terms of scheduling meetings during design and construction, as we have demonstrated in our past work in the City.

Please note that CBA Landscape Architects LLC is a Mass. Supplier Diversity Office-certified Woman Owned Business. Resumes for our team's primary staff members follow the Organizational Chart, and CBA's SDO Certification letter follows the body of the proposal along with the required Forms.

5b. ORGANIZATIONAL FLOW CHART

Brown and West Somerville Schoolyards

(Percentaves of time listed are for that individual's time during active periods of the project.)



5c. RESUMES & SUBCONSULTANT FIRM PROFILES

CBA | Landscape Architects LLC



DENIS J. CHAGNON

RLA | ASLA | CPSI

Registered Landscape Architect: MA #1512
Certified Playground Safety Inspector: #37921-0420

Education: MLA Cornell University, 2001
BA University of Pennsylvania, 1996
Major: Design of the Environment

Member: Somerville Historic Preservation Commission,
2005-Present
American Society of Landscape Architects

EXPERIENCE

2010 to present
2002 to 2009

**Principal
Landscape Architect/Project Manager
CBA Landscape Architects LLC, Cambridge, Massachusetts**

Significant experience in the full range of landscape architectural services including design, construction documents, and construction administration for parks, playgrounds, and schoolyards; academic, institutional and public buildings; office and commercial spaces; single and multi-family housing; and mixed-use developments.

2000 to 2004

**Independent Landscape Planning Consultant
Southern Tier Central Regional Planning & Development Board, Ithaca, NY**

Created Rural Development Alternatives Workbook in conjunction with STCRPDB. Served as liaison with Cornell LA Studios for five parcels, and composed a guide to conservation-minded planning for small communities. Revised, updated and expanded to include new sites.

HONORS, AWARDS, & PUBLICATIONS

2018	NECMA Northeast Hardscape Award of Excellence: Cremin Playground, Somerville (Non-Residential Project over \$200,000)
2017	Builders & Remodelers Association of Greater Boston PRISM Award: The Lanterns, Ashland, MA
2017	Landscape Architect & Specifier News: Cremin Playground, Somerville
2016	Design Museum Foundation "Extraordinary Playscapes" Exhibition at BSA Space: Hunt-Almont Playground, Mattapan, Boston
2015	Landscape Architect & Specifier News: John Ruiz Park, Chelsea
2009	Charlestown Preservation Society: Preservation Award for Rutherford/ Union Park for "Community Life Improvement and Historic Sensitivity"
1996	Ivy Stone Design Competition Winner, University of Pennsylvania

SELECTED PROJECTS

BOSTON SCHOOLYARDS INITIATIVE, VARIOUS SITES BOSTON, MA **Renovations to several public schoolyards throughout the City of Boston, including play equipment, sports courts, outdoor classrooms, accessibility, and more.**

Mr. Chagnon was a part of the design team for several of CBA's schoolyards designed for the Boston Schoolyard Initiative, including the John Eliot School, the Curtis Guild School, the Joseph Manning School, and the Mission Hill School. These renovations transformed asphalt lots into flexible playspaces with varied uses and improved accessibility, with outdoor classroom areas and additional greenspace.

CHELSEA HIGH SCHOOL AND CARTER PARK, CHELSEA, MA **Multi-phase renovation of Chelsea's Veterans Stadium and adjacent sports park, including turf field.**

As Principal-in-Charge of the Carter Park / Chelsea High project, Mr. Chagnon assembled and led a multidisciplinary team of subconsultants to develop a Master Plan for the entire Carter Park complex as well as full construction documents for the phases that have been constructed. Renovations to date include the complete replacement of the turf field and track, and the addition of new sports lighting and I.T. infrastructure. A sound system is currently being installed, and a new restroom facility is out to bid.

CAPUANO AND KENNEDY SCHOOLS, SOMERVILLE, MA **Two neighborhood schoolyard renovations featuring play area improvements and site upgrades.**

Working with the City of Somerville's Director of Parks & Open Space, Mr. Chagnon has been Principal-in-Charge for (separate) renovations to two of Somerville's schoolyards. Both projects had budget limitations, and involved targeted renovations to the playground areas, including rubber surfacing, asphalt paths, planting beds and lawns, drainage improvements, and new play equipment. The Capuano School project also involved improvements to the adjacent synthetic turf field area, including new sports lighting.

BURKE SCHOOLYARD CHELSEA, MA **Schoolyard design to an unusual scale - an acre of play serving 2,200, and flood mitigation measures.**

Redesigning the schoolyard for the 2,200 student Mary C. Burke Elementary Complex was a significant undertaking. Serving nearly all of Chelsea's students in grades 1 to 5, the Burke Complex (with four administrative "schools" contained within it) lies just above the Chelsea River. Climate resiliency measures were a significant part of the design, including a flood barrier seating wall and permeable surfacing. Mr. Chagnon and his team also included a synthetic-turf multipurpose field to allow heavy use at recess and outside of school, and lawn reinforcement in key areas to encourage natural grass.

CREMIN PLAYGROUND SOMERVILLE, MA **Public process drew out community desires for art and expression, CBA addressed safety concerns through redesign of circulation, grading, and lighting.**

Mr. Chagnon was Principal-in-Charge for redesign of Somerville's Cremin Playground, formerly known as Otis Street Park. Construction finished in 2016. He successfully navigated challenges such as multiple landholders (City & MassDOT) and funding split between the two parcels for improvements, and designed a "zero-impermeable site" that helps address City-wide urban stormwater management concerns.



KAILA A. BACHMAN
RLA

Registered Landscape Architect: MA #3036

Education: BLA University of Rhode Island, 2010
Bilingual International Baccalaureate
Diploma (English and Spanish)

Member: Urban Land Institute (ULI)

Mentor: ACE Program of America, 2013-2014

EXPERIENCE

2017 to present
2013 to 2016

**Principal
Landscape Architect/Project Manager
CBA Landscape Architects LLC, Cambridge, Massachusetts**

Manages production of landscape drawings from conceptual design through cost estimating, bidding, and construction administration. Collaborates with clients and consultant teams on project types including parks, playgrounds, schoolyards, multi-family housing, institutions, and private residences. Facilitates public meetings, interacts with project constituents, and applies distilled feedback to design concepts.

2011 to 2013

**Landscape Designer
Timothy Lee Landscape Design, Lexington, Massachusetts**

Landscape architectural services for residential projects, primarily in the MetroWest region, including design, construction documents, and construction administration. Completed composite illustrative renderings utilizing hand drawing, digital rendering, and photographs; built digital models for client presentations; created office AutoCAD drawing and organizational standards.

2010 to 2011

**Skilled Gardener
Foxgloves Fine Gardening, Lexington, Massachusetts**

Administered detailed perennial and shrub care on residential properties, including invasive species identification and removal. Maintenance included installing transplanting, plant division, and new planting projects, implementing fertilization programs, and pruning woody plants.

2010

**Forest and Parks Supervisor I
Department of Conservation and Recreation, Boston, Massachusetts**

Developed conceptual rail trail plans for Waltham-Weston section of Mass Central Rail Trail. Completed invasive plant removal and monitoring; coordinated volunteer groups and Student Conservation Association (SCA) crews. Designed planting plans for public properties.

SELECTED PROJECTS

BROADMOOR WILDLIFE SANCTUARY NATICK, MA

Transformed unused lawn to native plant garden and natural play area, improved wayfinding, removed invasive plant material.

Ms Bachman was the Project Manager from Schematic Design through Construction Administration for MassAudubon's Broadmoor Wildlife Sanctuary. The project renovated the visitors' entry experience and added a nature-based exploratory play area with climbing stumps, balancing logs, a wildflower meadow, and other features. She put to use her knowledge of invasive plant management and utilized a native plant palette to complement existing species on the site. Organizing circulation and allowing adequate emergency access were critical issues on this site, and Ms Bachman's attention to detail helped ensure a design that addresses these practicalities with ecologically sensitive and graceful solutions.

MLK JR. ELEMENTARY SCHOOL BOSTON, MA

Reconfiguration of schoolyard entrances and parking. Internal property swap within City of Boston, utilized new space for outdoor classroom, new play area.

This project was managed by Ms Bachman beginning at the Construction Document phase. The initial phases involved extensive public outreach and work with the school to determine the best uses of the school's grounds. Ms Bachman was responsible for Construction Administration, ensuring that installed components met the contract document specifications, and making field changes as required. The King School includes areas of play equipment, an Outdoor Classroom, accessibility improvements, and the transformation of an underutilized tennis court into a synthetic turf multipurpose field.

CLIFFORD MARSHALL SCHOOL MASTER PLAN, QUINCY, MA

Master planning through initial phase construction of an outdoor classroom for a heavily-used school set on a wooded hillside site.

CBA provided a Master Plan for renovations to Quincy's Clifford Marshall School, as well as construction documents for the initial phase of implementation that created an outdoor classroom area. The Master Plan provided an overall guiding vision for the school to prioritize its renovations, and included (in addition to the outdoor classroom) recommendations to address accessibility around the hilly site, improvements to key entries for safety and a welcoming experience, and reorganized play equipment and sports areas. Ms Bachman was the Project Manager throughout the Master Planning process.

MORRIS PLAYGROUND EVERETT, MA

Renovation of a neighborhood park that doubles as the playground for the adjacent Keverian School.

Ms Bachman was Principal-in-Charge for the renovation of this urban neighborhood playground, which features a social net-based climbing structure adjacent to outdoor musical instruments for performances, as well as traditional play equipment, swings, and a circular plaza with a splash pad. Plantings buffer the playground from the street and from the adjacent parking area for the Keverian School. The site layout was designed to enhance the connection to the schoolyard, creating a smooth flow from the school's doors and their plaza space, through the basketball courts, to the playground and the neighborhood.



JESSICA H. CHOI
LANDSCAPE DESIGNER

Education: BS University of Maryland, College Park, 2010 Major: Architecture

Activities: 2011 Open City Challenge Design Competition: modular wall barrier mitigation system, Baltimore, MD

2010 Construction Intern and Volunteer, Habitat for Humanity, Baltimore, MD

EXPERIENCE

2014 to present **Landscape Designer**
CBA Landscape Architects LLC, Cambridge, Massachusetts

Experience in landscape architectural services including schematic design, construction documents, and construction administration.

2013 to 2014 **Sales Associate**
Bowood Farms | Nursery, Garden, Home, Cafe; St. Louis, Missouri

Assisted with care for a wide selection of houseplants, annuals, perennials, trees, and shrubs. Assisted customers with plant selection and basic plant troubleshooting

2011 to 2012 **Youth Gardens Education AmeriCorps VISTA**
Gateway Greening, St. Louis, Missouri

Provided infrastructural and educational gardening materials to St. Louis youth and school gardens. Conducted site visits, investigated, documented, and responded to unique needs of each site. Gardened weekly alongside volunteers at Bell Community/Demonstration Garden. Produced a new series of 3-5 minute video tutorials for new gardeners.

2011 **Architectural Intern**
TerraLogos, Baltimore, MD

Assisted with drafting schematic drawings and marketing material. Assisted with field-measuring of rowhomes to be rehabbed.

SELECTED PROJECTS

CREMIN PLAYGROUND SOMERVILLE, MA

Public process drew out community desires for art and expression, CBA addressed safety concerns through redesign of circulation, grading, and lighting.

Ms Choi was the primary Project Staff for the redesign of Somerville's Cremin Playground through Design Development, and helped develop alternatives, prepare illustrative graphics and site analysis diagrams, and document the public process. The space was designed a "zero-impermeable site" that helps address City-wide urban stormwater management concerns, and won a 2018 NECMA Hardscape Award.

MORRIS PLAYGROUND EVERETT, MA

Renovation of a neighborhood park that doubles as the playground for the adjacent Keverian School.

This urban neighborhood playground features a social net-based climbing structure adjacent to outdoor musical instruments for performances, as well as traditional play equipment, swings, and a circular plaza with a splash pad. Plantings buffer the playground from the street and from the adjacent parking area for the Keverian School. As primary Project Staff through the duration of the project, Ms Choi assisted with all phases from initial site analysis through final design and construction administration.

HENRY HANSEN PARK SOMERVILLE, MA

A memorial park dedicated to one of the flag-raisers on Iwo Jima, including a memorial, lighting, and seating.

As the primary Project Staff for the redesign of Somerville's Henry Hansen Memorial Park through Design Development, Ms Choi worked closely with the Principal-in-Charge to develop a memorial concept, research materials and possible precedents, document Henry Hansen's history to prepare for final design, and create illustrative graphics to communicate the ideas with the community. The project is currently seeking funding to allow the design to be constructed.

JOSEPH MANNING SCHOOL (PHASE 2) JAMAICA PLAIN, BOSTON, MA

Implementation of the second phase of CBA's Master Plan prepared for the schoolyard, including entrance plaza and accessibility improvements.

CBA had previously prepared an overall Master Plan for the Joseph Manning School for the Parent Teacher Association, funded by the City's Browne Fund, and had designed and overseen construction of the Master Plan's initial phase, playground improvements, through the Public Facilities Department. When the School obtained additional funding to implement the second phase, the renovations to the main entrance area to improve the plaza and create an accessible connection to the dropoff area, Ms Choi was CBA's primary Project Staff, from updating the Master Plan's design through Construction Administration.

WESTPORT MIDDLE & HIGH SCHOOL, WESTPORT, MA

Campus for a new Middle and High School Building and site features, including plazas and sports courts.

Ms Choi has been a key Staff Member for CBA's work on the campus of Westport's new Middle and High School Building. CBA has worked with Jonathan Levi Architects and their team to design a site plan to replace the existing Middle and High School building, relocate a memorial garden, incorporate courtyard areas and plazas, and reorganize the site circulation, sports courts, athletic fields, and other site elements.

COMPANY PROFILE



Samiotes Consultants, Inc. (Samiotes) is a Civil Engineering and Land Surveying firm founded in 1987 and located in historic Saxonville, (Framingham) Massachusetts. Samiotes has been a certified Woman-owned Business Enterprise (WBE) and a Disadvantaged Business Enterprise (DBE) in the Commonwealth of Massachusetts for Civil Engineering and Land Surveying since 2012.

Samiotes' work experience is diverse, ranging from sophisticated land use feasibility assessments to state-of-the-art site infrastructure designs. Our end users include public spaces and institutions, libraries, public and private secondary schools, colleges and universities, non-profit institutions, industrial facilities, athletic and recreational facilities, hospitals and healthcare facilities. The design philosophy at Samiotes Consultants is to integrate our client's vision with economic viability such that the final product is a sustainable environment serving the needs of the end user and the community in which the project is located.

Samiotes has worked on many recreational and landscape projects including: Choate Park and Oakland Park for the Town of Medway with CBA; McNally Park for the City of Medford; the reconstruction and rehabilitation of Legion Field for the Town of Weymouth; the new recreational facilities for the Town of Dedham on the Town-owned Striar property; the development of the East Boston Greenway, providing soil testing and the subsequent design of sanitary, drainage, and water services for the 12 acre, 3.3-mile long park; the Jim Rice Field at Ramsey Park in Roxbury, a Fenway Park replica that was part of Major League Baseball's RBI program; the Waldstein Playground and Warren Field in Brookline; McKenna Playground and Piety Corner in Waltham; land surveying services utilizing a 3Dimensional laser scanner of the Highland Street Greenway in Chelsea; the redevelopment of the historic green space known as Washington Park in Chelsea; the renovation and design of the Frog Pond skating rink and Tadpole Tot Lot on historic Boston Common and its current Master Plan; and multiple projects over a ten-year period for Mass Audubon at their 232-acre Drumlin Farm location in Lincoln including the New England Wildlife Exhibit, the Discover Center, relocation of the preschool, and a floating dock system used by staff and children in educational programs.

Samiotes has worked on numerous projects in the Town of Concord including but not limited to: the Elm Brook 40-B Housing Development off Virginia Road in Concord; the historic Colonial Inn in Concord; improvements to Emerson Hospital in Concord; feasibility studies for both Peabody and Sanborn Middle Schools in Concord; and numerous projects over a 15-year period at the Middlesex School in Concord.

Samiotes Consultants, Inc.
Civil Engineers + Land Surveyors

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PROFESSIONAL ACTIVITY



Hunt-Almont Park – Mattapan, MA

Samiotes provided civil engineering and permitting services for Phase 2 of the improvements to Hunt-Almont Park which included new tennis courts and a synthetic-turf football field, fencing, outdoor fitness equipment, and sports lighting. Samiotes designed the rerouting of the existing water services within the park and sub-drainage collection system beneath the proposed turf fields as well as a surface drainage system. Samiotes helped to obtain approvals from the Boston Water and Sewer Commission and the Boston Dept. of Public Works for a new curb cut.

Choate & Oakland Parks – Medway, MA

Samiotes is providing civil engineering services for the improvements to Choate Park and Oakland Park for the Town of Medway. Scope includes updating the parking areas and playgrounds at each park and extensive permitting through the Town of Medway Conservation Commission, Board of Health, DPW and Planning Board.



Elm Brook Housing – Concord, MA

Samiotes provided the site engineering for the 40-B development off Virginia Road for New Atlantic Development Corporation. The Concord Housing Trust development (Town-sponsored) consisted of 12 units of various housing types and configurations. The design was a challenging one that was taken over mid-process from another engineering firm. The approvals process vociferous opposition from the neighborhood during the ZBA, Planning Board, Board of Health and NRC approval process. In addition, local and state regulations were quite demanding with respect to stormwater management and roadway design criteria (which was appealed to the DEP and received a subsequent Superseding Order of Conditions).

Minuteman High School – Lexington & Lincoln, MA

Samiotes is providing civil engineering, land surveying and environmental permitting services for the construction of a new regional, technical high school. The development of the site will feature over 10 different type of stormwater Best Management Practices (BMPs) including Low Impact Development Stormwater Management to achieve stormwater control that will also be utilized as outdoor classrooms and are built into the school’s curriculum.



Spicket River Greenway – Lawrence, MA

Samiotes provided civil engineering and land surveying services for The Riverwalk, a 3-mile pedestrian trail along the banks of the Spicket River. The Riverwalk is a part of the State Park system, and provides a valuable amenity for residents, employees, and visitors to the City of Lawrence. This project was an exciting public-private partnership, demonstrating what can be accomplished through coordinated efforts of local and state agencies, elected officials, businesses and non-profit organizations.

Stephen R. Garvin, PE, LEED AP

President



RESUME

Mr. Garvin is President of Samiotes Consultants and has been with the Company since 1993. He is a graduate of the University of Massachusetts Dartmouth with a Bachelor of Science in Civil Engineering. He is a Registered Professional Civil Engineer in the Commonwealth of Massachusetts, the State of Connecticut, the State of New Hampshire, the State of Maine and the State of Rhode Island. Additionally, he is an approved Soil Evaluator and a LEED Accredited Professional.

Stephen has been responsible for numerous projects at Samiotes including Elm Brook 40-B Housing Development in Concord; the Storm Water Pollution Prevention Plans for Elsie Turner Field and Graverson Playground in Waltham; Oakland Park and Choate Park renovations for the Town of Medway with CBA Landscape Architecture; the Legion Memorial Field in Weymouth; the Frog Pond renovation on historic Boston Common; the feasibility study for the Fairbank Recreation Facility expansion in Sudbury; Jim Rice Field at Ramsey Park, a Fenway Park replica that was part of Major League Baseball's RBI program, done in conjunction with the Boston Red Sox and South End Baseball Program; multiple projects over a ten-year period for Mass Audubon at their 232-acre Drumlin Farm location in Lincoln – including currently leading the New England Wildlife Exhibit project; the Greylock Golf and Recreation Center in Adams; numerous project over a 15-year period at the Middlesex School in Concord; and numerous other recreational and athletic projects throughout New England.

Stephen is currently working on the Minuteman Vocational High School in Lincoln and Lexington; the Codman Estate for Historic New England in Lincoln; the Codman Community Farm in Lincoln; Lt. Eleazer Davis Elementary School and Lt. Job Lane Elementary School in Bedford; and the Armstrong & Hastings Elementary Schools in Westborough.

Mr. Garvin's responsibilities on these projects and many others entails obtaining state and local approvals, hydrologic design and calculations, writing contract specifications, review of all contract documents, construction administration, coordination of design issues with various disciplines, and all aspects of site and utility design. In addition to these duties, Mr. Garvin is responsible for the day-to-day management of the firm and Client relationship / development.

In addition to his work at Samiotes Consultants, Mr. Garvin is Chairman of the Town of Sudbury Planning Board and a member of the MetroWest YMCA's Properties Committee.

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Wojciech J. Pilat
Project Manager

RESUME

Mr. Pilat is a Project Manager for Samiotes Consultants, Inc. He graduated from Wentworth Institute of Technology in Boston, Massachusetts with a Bachelor of Science in Civil Engineering.

Wojciech has worked on and is currently working on the new \$130 million Saugus High School for the Town of Saugus; The ArtFarm space in Somerville; the Goldfarb Library improvements at Brandeis University in Waltham; the Crescent Street mixed use Housing Development and public park project for the City of Newton, the Roxbury Tenants of Harvard Restoration Housing project with Traggorth Companies in Boston; the 2451 Washington Street Condominium project in Roxbury, the Pierce School Playground improvements in Brookline; the mixed use Parcel 24 South Building in Chinatown; several locations of Bank of America ADA improvement projects throughout Massachusetts; the Lyman Estate in Waltham; the Bridge Boston Charter School in Roxbury; the German International School in Boston; the Green Acres Village for the Fitchburg Housing Authority; the new Hearth Development project at 16 Ronald Street in Roxbury, the Satellite Boiler and solar field Installation project for Lancaster Campus; and the Downeast Cider House Brewery in East Boston.

Mr. Pilat's responsibilities on these projects and others include all phases of site planning and design, obtaining local approvals before agencies, various engineering calculations and designs, construction administration and developing site plans and profiles on Civil 3D software.

Prior to joining Samiotes, Mr. Pilat was employed by BSI in Boston, MA as an Engineer for Civil and Subsurface Utility Engineering. He has worked on numerous transportation projects for airport and roadway projects.

Mr. Pilat has completed a multitude of subsurface utility engineering projects for numerous State Transportation Departments across the United States including GDOT, SCDOT, Mass DOT, RIDOT and VTRANS just to name a few. For many of these projects Wojciech lead surveying services, traffic management for excavation, excavation supervision, drawing drafting and quality control. Roadway projects include RIDOT drainage improvements, VDOT highway upgrade projects, and GDOT utility conflict matrices.

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Todd Chapman, PLS
Director of Land Surveying

RESUME

Mr. Chapman is the Director of Land Surveying at Samiotes Consultants, Inc. He is a Registered Professional Land Surveyor in Massachusetts with more than 25 years of experience as a surveyor and project manager. Mr. Chapman studied Surveying Engineering at University of New Brunswick in Canada. He is an active member of the Massachusetts Association of Land Surveyors and Civil Engineers (MALSCE) and the National Society of Professional Surveyors (NSPS).

His experience includes the use of GPS (Global Positioning System) to supplement various Boundary, Mapping and Control Surveys. He has supervised and performed Real Time Kinematic (RTK), Post Processed Kinematic and Static GPS surveys to provide Horizontal and Vertical Control, mapping and locations on various State Plane Coordinate Systems. Areas of additional experience include; Boundary/Property Line Surveys, Easement Surveys, Horizontal and Vertical Control Surveys, Existing Conditions Surveys, Hydrographic Surveys, ALTA / NSPS Land Title Surveys, Massachusetts Land Court Surveys, Utility Mapping and Compilation, Subsurface Utility Exploration (SUE), Deformation and Settlement Monitoring, FEMA Flood Elevation Certifications, Massachusetts State Highway Takings, Construction Verification and Layout and Tunneling Surveys.

Current work assignments include: the President Avenue Plaza in Fall River; the South Lawrence East Middle School new concession building; Arlington High School; Maria Weston Chapman Middle School in Weymouth; Rosemary Pool for the Town of Needham; the Minuteman High School in Lexington and Lincoln; Garvey Playground in Boston; and the Artists for Humanity E+ Expansion in South Boston.

Prior to joining Samiotes Consultants, Inc., Mr. Chapman was responsible as project manager in a number of projects varying in size and complexities. Projects of significant interest include the mapping of many institutes across New England such as, Providence College's 105-acre campus, Boston University, Massachusetts Institute of Technology, Wellesley College, Westfield State University, Worcester State University and Bridgewater State University. Mr. Chapman was also a survey project manager on the Central Artery Tunnel Project managing various mapping, control, construction, deformation monitoring, hydrographic and geodetic surveys.

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PROFESSIONAL ACTIVITY - CITY OF BOSTON



- ◆ Artists for Humanity EpiCenter – South Boston
- ◆ Frog Pond Skating Rink / Tadpole Playground - Boston Common
- ◆ Boston Symphony Orchestra (Symphony Hall) – South End
- ◆ Boston College - Alumni Stadium - Brighton
- ◆ Dimock Community Health Center – Roxbury
- ◆ Chinatown Community Center (87 Tyler Street) – Chinatown
- ◆ Berklee College (Café @ 939 - Boylston Street) – Back Bay
- ◆ Nine Zero Hotel - Boston
- ◆ Boston Department of Public Works Salt Storage Facility - West Roxbury
- ◆ City Hall Plaza Arcade – Government Center
- ◆ East Boston Greenway – East Boston
- ◆ MDC Mirabella Poorhouse – North End
- ◆ Honan-Allston Branch Library – Allston
- ◆ The Holiday Inn - East Boston
- ◆ 3134 Washington Street (YMCA) – Jamaica Plain
- ◆ 77 Terrace Street (Artist live/work space for BRA) – Roxbury Crossing
- ◆ United States Postal Facility (Boylston Street) – Roxbury
- ◆ St. Margaret’s Hospital - Dorchester
- ◆ Roxbury Health Care Center - Roxbury
- ◆ Boston College - Master Plan (Utilities)
- ◆ Northeastern University (Davenport Commons) – Roxbury
- ◆ Bunker Hill Community College (Arts Building Feasibility Study) - Charlestown
- ◆ Cleary Square Improvements - Hyde Park
- ◆ Centre Street Improvements - Jamaica Plain
- ◆ United House of Prayer – Roxbury
- ◆ Epiphany School – Dorchester
- ◆ The Hennigan School - Jamaica Plain
- ◆ Renaissance Charter Public School - Boston
- ◆ Orchard Gardens Elementary School – Roxbury
- ◆ Mesivta High School of Greater Boston – Brighton
- ◆ Beacon Hill Nursery School (74 Joy Street) – Beacon Hill
- ◆ High Point Village – Roslindale
- ◆ Egleston Crossing (Brownfield Redevelopment/Green Housing) – Roxbury
- ◆ Council Towers – Roxbury
- ◆ Hyde-Blakemore Condominiums – Roslindale
- ◆ Cabot Estate Condominium (241 Perkins Street) – Jamaica Plain
- ◆ BankBoston / Bank of America - West Roxbury
- ◆ The Somerset Club – Beacon Hill
- ◆ CVS (1927 Beacon Street) – Brighton
- ◆ Ringer Park – Brighton
- ◆ Hardiman Park – Brighton
- ◆ Waldren Park - Jamaica Plain
- ◆ Grenada Park – Jamaica Plain
- ◆ Chery Playground – Mattapan

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Kaestle Boos Associates, Inc. is one of New England's most experienced architectural and athletic facility design firms. With over a half-century of experience, we provide innovative, award-winning design solutions and professional services that enable our clients to achieve their goals.

Our experience includes the master planning and design of new facilities, design of existing athletic facility renovations, and assessment, forensics, and feasibility studies of athletic facilities throughout New England. Our athletic facility designs for clients including North Attleborough High School, Canton High School, the Town of Framingham, and Springfield College, include natural grass and synthetic turf athletic fields, competitive running tracks, tennis courts, bleachers and press boxes, sports field lighting, team rooms and concession buildings, passive recreation spaces, and accessory buildings.

We have recently completed similar projects at Cattone Field at Wethersfield High School, Plainville High School, and John F. Kennedy High School in Waterbury, CT. Our talented staff, many of whom are LEED accredited, delivers efficient management and coordination throughout the design and construction process. In addition, Kaestle Boos is certified by the Synthetic Turf Council as an Independent Professional and Consultant which recognizes qualified companies whose products and services are highly recommended by their customers. This designation has been bestowed upon only 11 other companies nationwide. This extensive expertise sets us apart from other companies and allows us to provide our clients with state-of-the-art facilities designed to their individual needs.

Our success is the result of our commitment and ability to fulfill the needs of our clients. Our philosophy to combine quality design and outstanding client service with professional performance, honesty, and imagination ensures that our firm, like our projects, will endure.

K a e s t l e B o o s A s s o c i a t e s , I n c .

Education / Memberships:

Bachelor of Science,
Landscape Architecture,
University of Connecticut,
2002

American Society of
Landscape Architects
(ASLA)

Synthetic Turf Council
(STC) - Board of Directors

American Sports Builders
Association (ASBA)

U.S. Green Building
Council (USGBC)

Licenses:

Commonwealth of
Massachusetts #4023

State of Connecticut #1027

State of Rhode Island and
Providence Plantations
#637

Council of Landscape
Architectural Registration
Board (CLARB)

Luke J. McCoy, PLA, LEED AP *Associate Principal*

Luke McCoy joined Kaestle Boos in 2016, and has over 15 years of landscape architecture and athletic facility experience. Mr. McCoy conducts site analysis, planning and design for educational and municipal clients. His experience includes K-12 and higher education facilities, athletic fields and complexes, municipal walking and bike paths, and religious facilities. He plays an instrumental role in regulatory permitting, representing our clients at land use and regulatory agency meetings. Mr. McCoy is also responsible for the coordination of landscape architecture design and contract administration.

Mr. McCoy's experience with Kaestle Boos includes:

- **North Attleborough High School**, North Attleborough, MA - conversion of natural grass field to multi-purpose synthetic turf field and renovations to two (2) natural grass multi-purpose fields
- **Memorial Field at Canton High School**, Canton, MA - multi-purpose synthetic turf field and synthetic surface track replacement
- **Stagg Field at Springfield College**, Springfield, MA - multi-purpose synthetic turf field replacement
- **Chelsea High School**, Chelsea, MA - athletic complex feasibility study and conversion of a natural grass multi-purpose field to synthetic turf
- **Minuteman Regional Technical High School**, Lexington, MA - new athletic facility including the assessment and design for three (3) synthetic turf multi-purpose fields, track and track events, tennis courts, sports field lighting, bleachers and press box and an athletic building to house concessions, team rooms, rest rooms, and storage
- **Plainville High School**, Plainville, CT - athletic complex reconstruction including replacement of natural grass multi-purpose field and softball field with synthetic turf fields and resurfacing of the synthetic running track and track and field events
- **Joseph Cottone Field at Wethersfield High School**, Wethersfield, CT - multi-purpose synthetic turf field replacement and new synthetic turf softball field
- **John F. Kennedy High School**, Waterbury, CT - athletic complex reconstruction including the replacement of the natural grass multi-purpose field with a new synthetic turf multi-purpose synthetic turf field.
- **Derby High School**, Derby, CT - athletic complex renovations including conversion of a natural grass field to a multi-purpose synthetic turf field, a new natural grass softball field, new synthetic surface track and track and field events, and consulting services for the design of a new synthetic turf baseball field
- **Rocky Hill Intermediate School**, Rocky Hill, CT - new facility including a new multi-purpose athletic field, natural grass baseball field, basketball courts, and playscapes
- **Naugatuck High School**, Naugatuck, CT - tennis court renovations

Athletic Complex Experience



- **North Attleborough High School**, North Attleborough, MA - reconstruction of (2) natural grass fields and the conversion of a multi-purpose natural grass field to synthetic turf, new complex lighting
- **Minuteman Regional Technical High School**, Lexington, MA - new athletic complex to support new high school. Facility to include: (3) synthetic multi-purpose fields, track and field events, post-tensioned tennis courts, sports field and courts lighting, bleachers and press box, and an athletic building
- **Westwood High School**, Westwood, MA - new synthetic turf field located within a track, new natural grass baseball and softball fields, new tennis courts, competition running track, and track and field events
- **Berkshire School**, Sheffield, MA - athletic facility master planning and conversion of multiple natural grass fields to new synthetic turf fields
- **Memorial Field at Canton High School**, Canton, MA - multi-purpose synthetic turf field replacement including turf selection and construction oversight
- **Springfield College**, Springfield, MA - replacement of multi-purpose synthetic turf field including turf selection and construction oversight
- **Chelsea High School**, Chelsea, MA - athletic complex feasibility study and conversion of a natural grass multi-purpose field to synthetic turf field
- **Bowditch Athletic Complex**, Framingham, MA - renovations including bleacher, streetscape, and ADA accessibility improvements, and new pressbox, concessions and rest rooms
- **Dartmouth High School**, Dartmouth, MA - new athletic complex including natural grass fields, synthetic surface track and field house
- **Old Rochester Regional Jr./Sr. High School**, Mattapoisett, MA - athletic complex renovations including multiple natural grass fields and replacement of the competition running track
- **Northampton High School**, Northampton, MA - athletic complex reconstruction including natural grass fields and synthetic surface track
- **The Governor's Academy**, Byfield, MA - feasibility study, master plan, and reconstruction of the natural grass field Sager Bowl including drainage improvements
- **Whitman-Hanson Middle School**, Whitman, MA - athletic complex expansion and renovations including new natural grass fields, irrigation and drainage improvements
- **Bournedale Elementary School**, Bourne, MA - new natural grass play field and playscapes

Athletic Complex Experience



- **Fredrick Hartnett Middle School**, Blackstone, MA - new natural grass athletic fields
- **Freetown-Lakeville Regional Middle School**, Lakeville, MA - new natural grass athletic fields
- **Derby High School**, Derby, CT - athletic complex renovations including conversion of natural grass field to new synthetic turf field, replacement of synthetic surface track and track events, new synthetic turf baseball field, and ADA accessibility improvements
- **Cottone Field at Wethersfield High School**, Wethersfield, CT - multi-purpose field synthetic turf replacement and conversion of softball field to synthetic turf
- **Naugatuck High School**, Naugatuck, CT - athletic complex renovations including conversion of natural grass field to new synthetic turf field, new natural grass baseball, softball, and football practice field, new track and field events, replacement of synthetic surface track, new press boxes, scoreboards, walking paths, bleachers, and ADA accessibility improvements
- **Watertown High School**, Watertown, CT - conversion of natural grass field to new synthetic turf field within track, replacement of competition running track, and new track and field events
- **Plainville High School**, Plainville, CT - athletic complex renovations including natural grass baseball field, and conversion of natural grass multi-purpose and softball field to new synthetic turf fields, and replacement of competition running track
- **John F. Kennedy High School**, Waterbury, CT - athletic complex reconstruction including replacement of natural grass fields with synthetic turf fields, improved drainage, and new tennis courts
- **O'Brien Stadium at Windsor High School**, Windsor, CT - athletic complex renovations including design of bleacher improvements, new press box, concessions, and rest rooms
- **Swift Middle School**, Watertown, CT - new multi-purpose synthetic turf field
- **New Canaan High School**, New Canaan, CT - conversion of natural grass field to new synthetic turf field, ADA accessibility improvements
- **Falcon Field**, Meriden, CT - conversion of natural grass field to new synthetic turf field, ADA accessibility improvements
- **Clem Lemire Athletic Complex**, Manchester, CT - master plan and athletic complex reconstruction including conversion of the natural grass field to a new synthetic turf field, track reconstruction, press box, concessions, and storage
- **St. Michael's College**, Colchester, VT - new multi-purpose synthetic turf field

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SERVICE: IRRIGATION & WATER RESOURCE ENGINEERING

Aqueous is a Professional Engineering firm that specializes in irrigation, water resources, and alternative water design. Founded by Michael Igo, PE in 2014, the firm's passion and desire to provide efficient irrigation and water systems for architects, engineers, and end-users has made Aqueous a trusted firm for construction document preparation and construction administration. Aqueous' mission statement is:

"Aqueous provides solutions for our clients' irrigation, rainwater harvesting, stormwater management, and non-potable water system needs. By engineering systems that promote water conservation and efficiency, we lessen the dependence on drinking water, preserve ecological balance, and watch the economic bottom line."

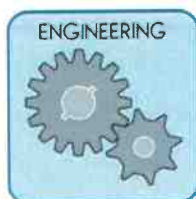
Professional Engineering licensure in the irrigation industry is a rarity. As such, Aqueous prides itself as an independent design firm that considers and recommends products of all manufacturers if worthy of installation on our projects for our clients.

Aqueous has worked on a number of public school, playground, and park projects over the past several years for local municipalities:

- ♦ Hoyt Sullivan Park, Somerville (Irrigation, Drainage, Water Play Feature)
- ♦ Allen Street Playground, Somerville (Domestic Water Connection, Construction Administration)
- ♦ John F. Kennedy Middle School, Natick (Irrigation, Rainwater Harvesting, Water Supply Analysis)
- ♦ Zervas Elementary School, Newton (Irrigation, Rainwater Harvesting)
- ♦ Rivergreen Playground and Riverwalk, Everett (Irrigation, Water Play Feature, Domestic Water Connection)
- ♦ Hale School Park, Everett (Irrigation, Water Play Feature, Domestic Water Connection)
- ♦ Central Avenue Playground, Everett (Irrigation, Water Play Feature, Domestic Water Connection)
- ♦ Hosmer Elementary School, Watertown (Irrigation and Construction Administration)
- ♦ Cornelia Warren Park, Waltham (Irrigation, Domestic Water Connection)
- ♦ Beal Elementary School, Shrewsbury (Irrigation, Well Water Supply, LEED)

Aqueous provides Professional Engineering design services in the following areas:

- ♦ Water Resource Master Planning and Cost Benefit Analysis
- ♦ Landscape Irrigation Design and Construction Administration
- ♦ Rainwater Harvesting
- ♦ Fountain and/or Water Feature Mechanical Design



Credentials

- ◆ Professional Engineer (PE)
 - MA, ME, CT, RI, NH, PA, NJ, NC, TX, DC
- ◆ Diplomate: Water Resources Engineer (D.WRE)
- ◆ LEED Accredited Professional (LEED AP)
- ◆ Irrigation Association Certified Irrigation Designer (CID)
- ◆ EPA WaterSense Partner
- ◆ Affiliate Member, American Society of Landscape Architects
- ◆ SPEAKER: 2016 ASLA National Conference, New Orleans, LA

Experience (18 Years)

- ◆ **President, Aqueous Consultants, LLC, Andover, MA** 2/2014 - Present
 - Irrigation Design and Documentation for:
 - Green Roofs and Sustainable Buildings
 - Commercial and Municipal Landscapes
 - Institutional Landscapes and Athletic Fields
 - Golf Courses
 - Climate and Water Use Analyses
 - Well Water System Design
 - Pumps, Controls, and Electrical Systems
 - Construction Administration
 - Drafting and Specifications Writing
 - LEED Documentation
 - Water Feature Design for Ponds, Pools, Fountains, and Spillways
- ◆ **Senior Engineer, Irrigation Consulting, Inc., Pepperell, MA** 4/2007 - 2/2014
 - Same as Above except Water Features
 - Practiced as Sole Professional Engineer in the Firm
- ◆ **Project Engineer, Hayes Engineering, Inc. Wakefield, MA** 5/2000 - 4/2007
 - Developed Grading, Stormwater, Layout and Utility Plans for Sites
 - Compiled and Submitted Plans and Studies for Permit Applications

Education

- ◆ **Tufts University, Medford, MA** August 2006
 - Master of Science in Civil and Environmental Engineering
 - Thesis: 2-Dimensional Seepage in Slopes
- ◆ **Boston University, Boston, MA** May 2000
 - Bachelor of Science in Aerospace Engineering
 - Advanced Curriculum in Fluid Mechanics, Thermodynamics, Electric Circuits and Controls

Hoyt Sullivan Playground

Somerville, MA

Water Play Feature, Irrigation, and
Drainage Design



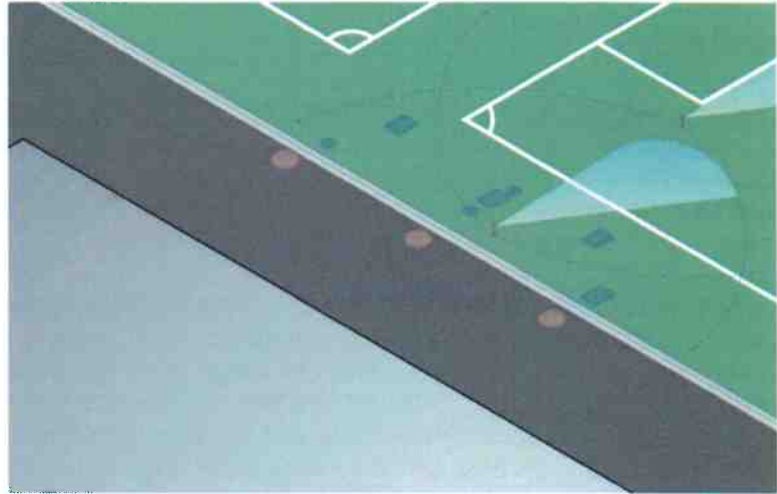
This project is located in an urban area in Somerville, Massachusetts. Klopfer Martin Design Group retained Aqueous Consultants to design the irrigation system, drinking fountain, and water play device, provide construction drawings, assist in permitting, and provide construction administration. The renovations to the playground were completed in 2017. The project was the recipient of a 2019 Merit Award for Design from the Boston Society of Landscape Architects.



Key Elements:

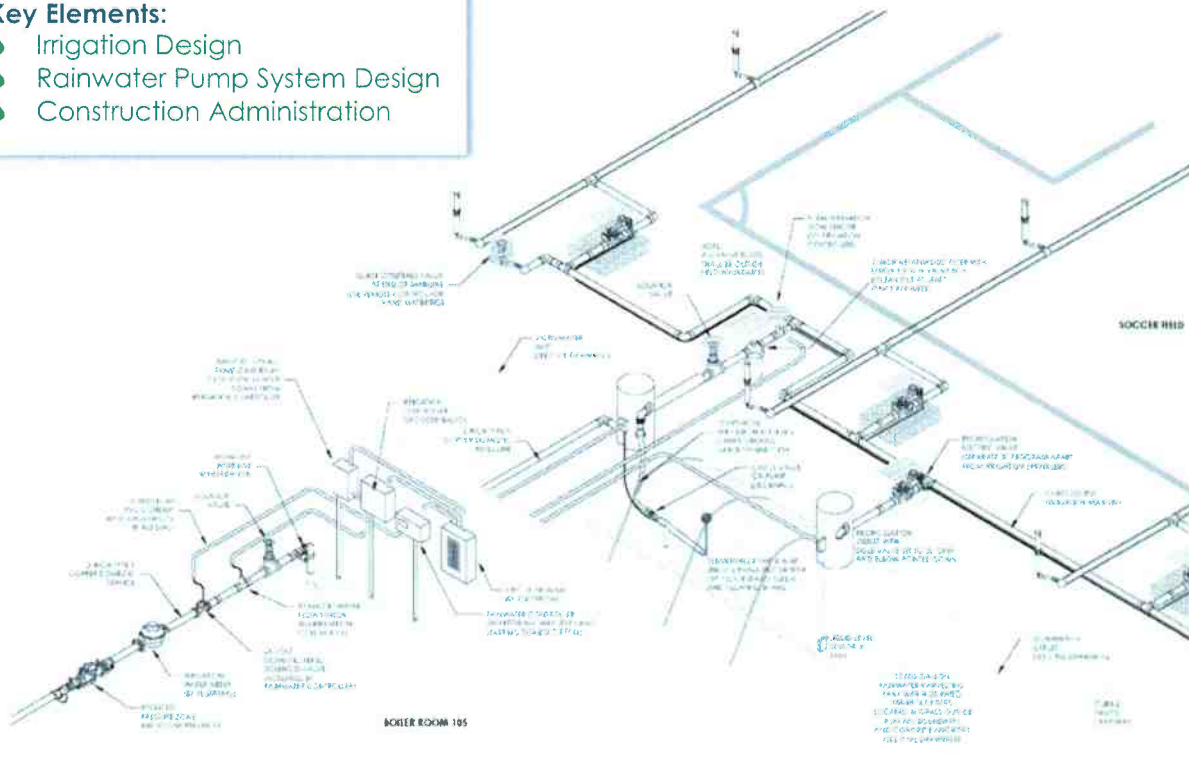
- ◆ Irrigation
- ◆ Drainage, Drinking Fountain, Water Play Hand Pump Design
- ◆ Connection to Domestic Water Service
- ◆ Winner of the 2019 Merit Award for Design from the Boston Society of Landscape Architects

Aqueous Consultants of Andover, Massachusetts was retained by Birchwood Design Group (now Traverse Landscape Architects) to design the irrigation system for athletic fields at Zervas Elementary School in Newton, Massachusetts. The irrigation design incorporated a complex below-grade rainwater pump system. Aqueous was also responsible for performing construction administration. The project was completed in Fall 2017.



At-Grade Appearance

- Key Elements:**
- ◆ Irrigation Design
 - ◆ Rainwater Pump System Design
 - ◆ Construction Administration



Below-Grade Appearance (Aqueous Design)



Statement of Qualifications

Firm Profile

The engineering firm of McPhail Associates, LLC was established in 1976 by the late Robert E. McPhail, P.E. to provide consulting geotechnical engineering services. Around 1983, our scope of services expanded to include consulting geoenvironmental engineering services to address the development of sites which contain or have the potential to contain the presence of oil and/or hazardous materials (OHM).

Our professional staff consists of approximately fifty-five individuals with backgrounds in Civil Engineering, Geotechnical Engineering, Environmental Engineering and Geology. The senior engineering staff has advanced degrees in the geotechnical or geoenvironmental engineering disciplines. Our key engineers have had extensive experience in subsurface explorations, geotechnical analysis and design, geoenvironmental site evaluation and remediation, design assistance to structural engineers and architects, and construction monitoring for more than 5,500 building, environmental, waterfront, and heavy construction projects.

The ownership of McPhail consists of three principals who collectively have more than 80 years of consulting experience. Our associate principals and project managers work on the day to day aspects of projects and consult with the principals on a regular basis. The principals, associate principals and project managers are supported by a staff which includes project engineers, a drafting department, administrative personnel, and field engineers. The relatively small size of our company allows the principals to have a direct hand with every project that we are involved with. Our associate principals and senior project managers have an average of fifteen years' experience working with our principals.

Relevant Experience

McPhail Associates, LLC has provided geotechnical and/or geoenvironmental engineering consulting services for numerous projects in Somerville and the surrounding communities including the following:

- Arthur D. Healey Elementary School; Somerville
- John F. Kennedy Elementary School Addition; Somerville
- West Somerville Neighborhood School; Somerville
- Capuano Early Childhood Center; Somerville
- Capuano Field Turf Replacement Project; Somerville
- Somerville Police Department at 220 Washington Street; Somerville
- Everett Memorial Stadium; Everett
- Hormel Stadium Facility; Medford
- Medford High School Turf Playing Fields; Medford
- Columbus Memorial Park; Medford
- Victory Park Improvements; Medford
- Martin's Park at the Smith Family Waterfront; South Boston
- Fan Pier Park; South Boston



JONATHAN W. PATCH, P.E.

Title	Associate Principal
Education	Bachelor of Science in Civil Engineering (2000) Union College; Schenectady, New York Master of Engineering in Civil and Environmental Engineering (2001) Cornell University; Ithaca, New York
Professional Registration	Registered Professional Engineer: Connecticut, Massachusetts, New Hampshire, New York, Rhode Island, Vermont
Professional Experience	<p>Since 2001, Jonathan W. Patch has served as a geotechnical engineer for a variety of engineering projects with McPhail Associates. His responsibilities have included coordination of subsurface exploration programs, geotechnical analysis and design, geotechnical instrumentation, design assistance in preparing construction documents, and project coordination with other disciplines. His foundation construction experience includes both design and field monitoring of shallow and deep foundations including spread footing systems, drilled and driven piles, slurry walls and caissons, pressure injected footings, underpinning, vibration monitoring, settlement analysis, and temporary earth support design for building and transportation projects.</p> <p>Mr. Patch's geoenvironmental experience includes performing site assessments for the presence of oil and hazardous materials, and preparation of soil disposition plans and monitoring of site remediation operations in accordance with the Massachusetts Oil and Hazardous Materials Release Prevention and Response Act (MGL Chapter 21E) and the Massachusetts Contingency Plan (310 CMR 40.0000).</p> <p>Several notable projects for which Mr. Patch has been responsible for the geotechnical design or provided major consultation include:</p> <p>The Fan Pier; Boston, MA Martin's Park at the Smith Family Waterfront; South Boston, MA Westin Boston Waterfront Hotel; South Boston, MA Pierce Boston; Boston, MA Isabella Stewart Gardner Museum Expansion; Boston, MA Portwalk; Portsmouth, NH One Canal; Boston, MA Van Ness and 1325 Boylston Street; Boston, MA Simmons College School of Management and Garage; Boston, MA Springfield Data Center; Springfield, MA InterContinental Luxury Hotel and Residences; Boston, MA</p>
Professional Affiliations	American Society of Civil Engineers American Council of Engineering Companies of Massachusetts (ACEC/MA) Boston Society of Civil Engineers Deep Foundations Institute

ROOME & GUARRACINO, LLC

Consulting Structural Engineers

48 Grove Street Somerville, MA 02144

Tel: 617.628.1700 Fax: 617.628.1711

ROOME & GUARRACINO, LLC provides structural engineering services for a wide variety of clients, including architects, private owners and contractors.

Although the vast majority of our work has involved buildings, we have diverse and significant experience in many types of structures. Some of our services include the following:

- **Structural Design Services** for both new and renovated structures, including structural design, preparation of structural contract drawings and specifications, review of structural item shop drawings, and periodic site visits (or inspection, if so desired). We also include in this category specialty design services, such as the design of connections, stairs and rails for steel fabricators.
- **General Structural Consulting Services** including investigations of structural problems, the design of structural repairs for those problems, investigations and reports in connection with expert witness services, and feasibility studies.
- **Construction Phase Services** including inspection of steel, concrete, or timber structures for conformance with contract documents. Assist contractors with building problems encountered during construction such as non-conforming work, shoring and erection techniques.
- **Building Structural Inspection Services** including commercial inspections and home inspections.

ROOME & GUARRACINO, LLC has provided **Structural Design Services** for virtually all types of buildings and for other structures as well. We are well versed in the LEED requirements as they relate to structure, and have contributed on numerous LEED projects.

We have provided **Construction Phase Services** for various owners and contractors in the form of field inspection of structural systems including structural steel, concrete (both mild reinforced and post-tensioned) and timber construction, and in the design of shoring systems for temporary support to facilitate construction.

We feel that our knowledge and experience are most beneficial when we are involved at the outset of a project. Initial involvement while the functional and architectural planning are still flexible, allows the best opportunity to incorporate the optimum structural system in the most compatible way.

- ❖ ROOME & GUARRACINO, LLC carries \$1,000,000.00 in professional liability insurance with The Travelers Insurance Co., as well as, general liability, including automobile.

ROOME & GUARRACINO, LLC

Consulting Structural Engineers

Reginald Roome II, P.E.

Partner

Title/Position	Partner
Education	A.A.S. Civil Technology, 1976 University of New Hampshire-Durham, N.H. B.S. Civil Engineering, 1978 Worcester Polytechnic Inst.-Worcester, MA M.S. Civil Engineering, 1981 Worcester Polytechnic Inst.-Worcester, MA
Registration	Professional Engineer (Structural): New Hampshire, Massachusetts, Vermont Connecticut, Maine, Pennsylvania
Professional Experience	Mr. Roome co-founded ROOME & GUARRACINO, LLC -Consulting Structural Engineers in Early 2005. He has over 30 years of experience in the design and management of engineering projects. Over the years he has been responsible for the structural design of numerous projects, from the very small to projects with construction budgets in the hundreds of millions of dollars. In addition to, overseeing the structural design and monitoring of the construction process, Mr. Roome is responsible for client communications and coordination. Prior to founding ROOME & GUARRACINO, LLC , he spent almost 24 years with one of the premier structural engineering consulting firms in the country, LeMessurier Consultants Inc., starting as a staff engineer in 1981 and working his way up to Associate in 1994 and then Vice President and Partner in 1999. Before joining LeMessurier Consultants, he worked for Bechtel Power Co. and was a Graduate Teaching Assistant in structural design at Worcester Polytechnic Institute. He has extensive experience in structural steel, concrete, timber, and masonry structures, as well as, renovations and structural investigations. With over 30 years of experience in the design and management of engineering projects, Mr. Roome is presently Principal and Partner of ROOME & GUARRACINO, LLC . His structural engineering and management experience includes participation in the following list of projects:

ZADE

ZADE ASSOCIATE L.L.C.
Consulting Engineers

Mohammed Zade Ph.D., P.E.
Muzaffer Muctehitzade M.Sc., P.E., LEED AP

ZADE ASSOCIATE LLC. was established by Dr. Mohammed Zade to provide Consulting Engineering Services for the design construction and supervision of Mechanical and Electrical Systems, including Plumbing and Fire Protection.

The Engineering Staff of the ZADE ASSOCIATE LLC. consists of Registered Professional Engineers bringing together more than 50 years of responsible project management engineering and design experience in a variety of projects ranging from small residential buildings and multi-housing to large boiler plants, laboratories, printing plants and offices.

The Engineering Services provided by this firm include feasibility studies, conceptual design, alternate systems comparisons, cost estimates, energy conversion, preparation of contract documents and construction supervision.

Each of the Engineering Staff is knowledgeable in both Mechanical and Electrical aspects of projects, therefore each provides a single source of responsibility for the design and careful coordination of all trades.

For each projects, the Project Manager establishes a design team. At the initial state of the projects, the design criteria is developed in consultations with the Architect and the Owner in order to establish the project requirements. After receiving approval for the design criteria, schematic design is executed to establish space requirements, to facilitate quantity take-off and to prepare cost estimates.

During the preparation of the final construction documents, the design criteria is continuously updated and the project cost estimate is monitored. Major design criteria variations and their implications are brought tot he attention of the Architect and the Owner.

At the completion of the design, the Project Manager reviews the documents for final coordination. During construction, periodic site inspections are provided to monitor compliance with the plans and specifications.

140 BEACH STREET, BOSTON MA 02111

PHONE: (617) 338-4406 FAX: (617) 451-2540 EMAIL: ZADECO@AOL.COM

MUZAFFER MUCTEHITZADE, P.E., LEED AP

Principal-in-Charge

EXPERIENCE

Mr. Muctehitzade is an Electrical Engineer experienced in the design and engineering of power distribution, lighting, communications and fire alarm systems for industrial buildings.

He is also experienced in transformer design and manufacturing.

Prior to coming to the United States, he was in charge of the Engineering Department for A.E.G.-EIT, the Turkish subsidiary of the Siemens-Trafo-Union.

In this capacity, he has coordinated the design activities of the A.E.G.-EIT with the parent company in Germany, directing the work of eight engineers.

Mr. Muctehitzade was also responsible for analyzing power requirements for large industrial clients.

In the United States, he has been associated Electrical Services, Norwood, MA, as a Design Engineer. His work has been mainly design of electrical systems for condominiums, warehouses, office spaces and housing projects.

EDUCATION

Oklahoma State University
Master of Science in Electrical Engineering

POSITIONS HELD FROM 1975 TO PRESENT

Zade Associates LLC, Boston, MA
Principal

Consolidated Electrical Services, Norwood, MA
Engineer

A.E.G.-EIT, Istanbul, Turkey
Engineer

PROFESSIONAL AFFILIATIONS

Registered Professional Engineer in:
MA, ME, NH, VT, TX, FL,
CA, SC, MD, WA, OR, KN, UT, TN, OH, GA, DC,

MA Registration: 32579

ZADE ASSOCIATE LLC, Consulting Engineers

140 BEACH STREET, BOSTON MA 02111

PHONE: (617) 338-4406

FAX: (617) 451-2540

EMAIL: ZADeco@AOL.COM

MAHENDRA PATEL, E.E.

Project Engineer

EXPERIENCE

Mr. Patel is an Electrical Engineer experienced in the design and engineering of power distribution, lighting, communications, and fire alarm systems for commercial, residential, and institutional projects.

Prior to coming to the United States, he was working as a junior engineer for Gujrat Electricity Board in India (State Utility Co.) and was responsible for designing power distribution systems for agricultural, commercial, and residential customers.

He was also responsible for scheduling and supervision of power distribution maintenance that included transmission lines and transformers.

EDUCATION

Sardar Patel University, India.
Bachelor of Science, Electrical Engineering

POSITIONS HELD FROM 1982 TO PRESENT

Zade Company, Inc., Boston, MA
Electrical Engineer

Gujrat Electricity Board, India
Junior Engineer

ZADE ASSOCIATE LLC, Consulting Engineers

140 BEACH STREET, BOSTON MA 02111

PHONE: (617) 338-4406 FAX: (617) 451-2540 EMAIL: ZADeco@AOL.COM

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.

RFQ # 20-04

SECTION 4.0

PRICING

By signing this Price Form, the Proposer certifies the following bulleted statements and offers to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled: **Design Services for the Benjamin G. Brown School and the West Somerville Neighborhood School**

- The proposals will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA 02143 no later than **8/7/2019 by 1:30PM ET**
- **Awarded Vendor** must comply with Living Wage requirements (see Section 3.0; only for services)
- **Awarded Vendor** must comply with insurance requirements as stated in Section 3.0.
- The Purchasing Director reserves the right to accept or reject any or all proposals and/or to waive any informalities if in her/his sole judgment it is deemed to be in the best interest of the City of Somerville.
- The following prices shall include delivery, the cost of fuel, the cost of labor, and all other charges.
- This form to be enclosed in sealed proposal package.

<u>Project Fee – Fixed Cost</u>	
Brown School Design Fee subsection	\$ 74,500
West Somerville Neighborhood School Design Fee subsection	\$ 90,500
Total Project Fixed Fee	\$ 165,000

<u>Hourly Fee Schedule</u>	
Principal / Project Manager D.J. Chagnon	\$ 120
Associate Kaila Bachman	\$ 100
Designer Jessica Choi	\$ 75
Other: Clara Batchelor, Founding Principal	\$ 150
Other: Registered L. Arch. Staff	\$ 85
Other: Landscape Design Staff (Unregistered)	\$ 75

Name of Company/Individual: CBA Landscape Architects LLC

Address, City, State, Zip: 24 Thorndike Street, 4th Floor, Cambridge MA 02141

Tel # 617-945-9760	Email: dj@cband.com
---------------------------	----------------------------

Signature of Authorized Individual

Please acknowledge receipt of any and all Addenda (if applicable) by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

ACKNOWLEDGEMENT OF ADDENDA:
Addendum #1 ~~2~~ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____ #7 _____ #8 _____ #9 _____ #10 _____

Appendix C
Forms



**SECRETARY OF THE COMMONWEALTH'S
CERTIFICATE OF GOOD STANDING**

CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing" provided by the Secretary of the Commonwealth's Office**

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

If you require information on how to obtain the "Certificate of Good Standing" or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the

Secretary of The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 Floor, Boston, MA 02133 or you may access their web site at:
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a "foreign corporation", but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary's Office at the address above. Also, at this time, the Secretary of State's Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.



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

William Francis Galvin
Secretary of the
Commonwealth

September 6, 2019

TO WHOM IT MAY CONCERN:

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

CBA LANDSCAPE ARCHITECTS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 4, 2010.**

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; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; 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: **DENIS J CHAGNON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DENIS J CHAGNON, MEGAN N TOMKINS, KAILA BACHMAN**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DENIS J. CHAGNON**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. GENERAL LIABILITY - Comprehensive Form

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

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

B. PROFESSIONAL LIABILITY.....\$ 1,000,000.00

C. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$ Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

D. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
c/o Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

Note: If your insurance expires during the life of this contract, you shall be responsible to submit a new certificate(s) covering the period of the contract. No payment will be made on a contract with an expired insurance certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :		
	INSURER B :		
	INSURER C :		
	INSURER D :		
INSURER E :			
INSURER F :			

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

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

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

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/19

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 Ambrose & Grant Insurance Agen 1500 Providence Highway Norwood, MA 02062	CONTACT NAME:		
	PHONE (A/C, No, Ext):	781-762-2300	FAX (A/C, No): 781-762-5844
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED CBA Landscape Architects LLC 24 Thorndike 4th Flr Cambridge, MA 02141	INSURER A :	Mapfre/Commerce Insurance	
	INSURER B :	Mapfre/Commerce Insurance	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	y		8008030011428	12/16/18	12/16/19	EACH OCCURRENCE	\$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8008030011428	12/16/18	12/16/19	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

City of Somerville listed as additional insured

CERTIFICATE HOLDER**CANCELLATION**

CITY OF SOMERVILLE
c/o Purchasing Department
93 Highland Avenue
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

GEORGE F GRANT

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2019

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 DELAND, GIBSON INS. ASSOCIATES, INC. 36 WASHINGTON STREET WELLESLEY MA 02481		CONTACT NAME: PHONE (A/C, No, Ext): (855) 865-0737 FAX (A/C, No): (866) 828-2424 E-MAIL ADDRESS: Certificate@Hanover.com																						
INSURED CBA LANDSCAPE ARCHITECTS LLC 24 THORNDIKE STREET 4TH FLR CAMBRIDGE MA 02134		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Hanover American Ins Co</td> <td>36064</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Hanover American Ins Co	36064	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A :	Hanover American Ins Co	36064																						
INSURER B :																								
INSURER C :																								
INSURER D :																								
INSURER E :																								
INSURER F :																								

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	WZN D696170 01	07/09/2019	07/09/2020	<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

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

CERTIFICATE HOLDER CITY OF SOMERVILLE C/O PURCHASING DEPARTMENT, 93 HIGHLAND AVENUE SOMERVILLE MA 02143	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



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
CBA Landscape Architects LLC

(Complete Name of Limited Liability Company)

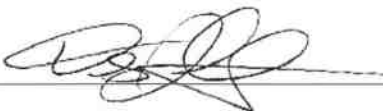
a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

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

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
Denis J. Chagnon	Principal and Manager / Member

5. **Signature:** 

Printed Name: Denis J. Chagnon, ASLA CPSI

Printed Title: Principal and Manager/ Member

Date: August 7, 2019

Print



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a Living Wage (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP[s], the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of "Living Wage": For this contract or subcontract, as of **7/1/2019** Living Wage shall be deemed to be an hourly wage of no less than **\$15.00** per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

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

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/18/2019

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

4. The undersigned shall submit payroll records to the City upon request and, if the City receives information of possible noncompliance with the provisions the Somerville Living Wage Ordinance, the undersigned shall permit City representatives to observe work being performed at the work site, to interview employees, and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

5. The undersigned shall not fund wage increases required by the Somerville Living Wage Ordinance by reducing the health insurance benefits of any of its employees.

6. The undersigned agrees that the penalties and relief set forth in the Somerville Living Wage Ordinance shall be in addition to the rights and remedies set forth in the contract and/or subcontract.

CERTIFIED BY:

Signature:  _____
(Duly Authorized Representative of Vendor)

Title: Principal and Manager/ Member

Name of Vendor: CBA Landscape Architects LLC

Date: August 7, 2019

TO: City Vendors
FROM: Fleet Division, City of Somerville
SUBJECT: Vehicle Inspections Process under Somerville City Ordinance Chapter 12, Article VIII (“Ordinance to Safeguard Vulnerable Road Users”)

Prospective bidders must familiarize themselves with the City of Somerville’s Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
 - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.
 - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
 - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor’s phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
 - a. Inspection stickers are not transferable.
 - b. Any major overhaul of safe guard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
 - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
 - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Fleet Superintendent Ron Bonney at rbonney@somervillema.gov or at (617) 625-6600, ext. 5524.

Acknowledgement

In accordance with Sec. 12-119 “Requirements” in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.



Authorized Signatory's Name

August 7, 2019

Date

CBA Landscape Architects LLC

Company Name

I certify that the Ordinance does not apply to this contract for the following:
 Vehicles do not meet or exceed Class 3 Vehicles do not exceed 15 MPH No vehicles on project
 Other: _____



SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM

Background

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

Application Process

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here <https://www.mass.gov/supplier-diversity-office>. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

Certifications

Check all those that apply:

- Minority Business Enterprises (MBE)**
- Women Business Enterprises (WBE)**
- Veteran Business Enterprises (VBE)**
- Portuguese Business Enterprises (PBE)**
- Other** _____

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

CERTIFIED BY:

Signature: _____

(Duly Authorized Representative of Vendor)

Title: Principal and Manager/ Member

Name of Vendor: CBA Landscape Architects LLC

Date: August 7, 2019



OPERATIONAL SERVICES DIVISION
SUPPLIER DIVERSITY OFFICE

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION

One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Michael J. Heffernan
Secretary

Gary J. Lambert
Assistant Secretary for
Operational Services

July 17, 2018

Ms. Megan Tomkins
CBA Landscape Architects, LLC
24 Thorndike Street, 4th Floor
Cambridge, MA 02141

Dear Ms. Tomkins:

Congratulations! Your firm has been renewed as a woman business enterprise (WBE) with the Supplier Diversity Office ("SDO") under the business description of LANDSCAPE ARCHITECTURE, PLANNING. Your firm will be listed in the SDO Certified Business Directory and the Massachusetts Central Register under this description. **This letter serves as the sole proof of your SDO certification.** Your designation as a WBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is May 13, 2021. SDO will send written renewal notices to your business and/or e-mail address on file approximately thirty (30) business days prior to your firm's three (3) years certification anniversary. Additionally, every six (6) years, certified companies that wish to remain certified may undergo a substantive review which will require certain updated supporting documentation.

SDO also reserves the right to monitor your firm and to perform random spot checks to ensure the firm continues to meet the certification criteria. Your firm is required to notify the SDO in writing of any material changes. Examples include but are not limited to changes in its business description, as well as business phone number, fax number, business' physical location, webpage and e-mail addresses. Other reportable changes include business structure, ownership (the business is sold or transferred), control and outside employment. You also have a duty to report decertification and debarment notices from this or any other jurisdiction. Failure to abide by the continuing duty requirements shall constitute grounds for the firm's decertification.

We look forward to working with you and your firm to maximize its business opportunities. Should you have any questions, please feel free to contact us via email at wso@state.ma.us.

Sincerely,

A handwritten signature in blue ink that reads "William M. McAvoy". The signature is written in a cursive style with a long, sweeping tail on the "y".

William M. McAvoy
Deputy Assistant Secretary and
Chief Legal Counsel

City of Somerville

Bid Opening Date: 08/07/2019 01:30 PM
 Printed: 07/16/2019 02:48 PM

BID SOLICITATION

Bid Number BD-20-1166-COS01- COS01-41999
Alternate ID
Requisition Number

Description: RFQ 20-04 Brown School
 and WSNS Design Services

Item	Class-Item	Quantity	Unit	Unit Price	Total
1	Range of landscape architectural services for the upgrade of the schoolyards at both the Benjamin G. Brown School and the West	1	EA	_____	_____
				TOTAL:	_____

THIS IS NOT AN ORDER, AND DOES NOT COMMIT THE PURCHASING ENTITY TO PURCHASE ANY GOODS OR SERVICES.

PURCHASED

By: Michael Richards

Phone#: (617) 625-6600

Email: mrichards@somervillema.gov

BUYER



**CITY OF SOMERVILLE
PURCHASING DEPARTMENT
RFQ 20-04**

The City of Somerville, through the Purchasing Department,
invites qualifications for:

**DESIGN SERVICES FOR THE BENJAMIN G. BROWN SCHOOL AND
THE WEST SOMERVILLE NEIGHBORHOOD SCHOOL**

A request for qualifications may be obtained online at <http://www.somervillema.gov/departments/finance/purchasing/bids> or from the Purchasing Department, Somerville City Hall, 93 Highland Ave., Somerville, MA, 02143 on or after **July 17th, 2019**. Sealed bids will be received at the above office until: **August 8th, 2019 at 1:30pm**. 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.

Please contact Michael Richards at mrichards@somervillema.gov for more information.

Angela Allen
Purchasing Director
617-625-6600 x. 3400

7/17/19 The Somerville Times



William Francis Galvin
Secretary of the Commonwealth of Massachusetts


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[DIRECTIONS](#)
[CONTACT US](#)

Search sec.state.ma.us

Designer service submission confirmation

The following Designer Service submission was successfully received. Planned date of publish is 7/17/2019

Awarding Agency

Agency Name and Address:	City of Somerville 93 Highland Avenue Somerville, MA 02143
Project Number:	RFQ 20-04
Designer's Fee:	Negotiated
Estimated Construction Cost:	
Time Period for Completed Project:	

Contact Information

Name:	Michael Richards	
Phone:	617-625-6600	Fax:
Email Address:	mrichards@somervillema.gov	
	Notify email address listed when final publish date assigned.	

Contract Information

Project:	DESIGN SERVICES FOR THE BENJAMIN G. BROWN SCHOOL AND THE WEST SOMERVILLE NEIGHBORHOOD SCHOOL	
Scope:	Range of landscape architectural services for the upgrade of the schoolyards at both the Benjamin G. Brown (Brown) School and the West Somerville Neighborhood School (WSNS). Fields include synthetic turf installation.	
Specific Services :(all chosen)	Landscape Architect	
Deadline for Application Form*:	08/07/2019	Time: 1:30pm
Project Program Availability:	07/17/2019	
Briefing Session:	Optional pre-bid site visit 7/25/2019	
Additional Information	Contact mrichards@somervillema.gov to register your interest as a plan holder	

This page can be printed for your records.

William Francis Galvin, Secretary of the Commonwealth of Massachusetts

[Terms and Conditions](#)

SOLICITATION FOR:

RFQ # 20-04

Design Services for the Benjamin G. Brown School and the West Somerville Neighborhood School



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 7/17/2019

PRE-BID SITE VISIT: 7/25/2019 at 10AM ET

QUESTIONS DUE: 7/25/2019 by 4:30PM ET

DUE DATE AND TIME: 8/7/2019 by 1:30PM ET

Anticipated Contract Award	9/1/2019
Est. Contract Commencement Date	9/1/2019
Est. Contract Completion Date	12/31/2020

DELIVER TO:

City of Somerville

Purchasing Department

Attn: Michael Richards
Assistant Purchasing Director
mrichards@somervillema.gov

93 Highland Avenue

Somerville, MA 02143

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Proposal For:

RFQ # 20-04 Design Services for the Benjamin G. Brown School and the West Somerville Neighborhood School

SECTION 1.0
GENERAL INFORMATION ON PROPOSAL PROCESS

The City of Somerville is seeking a Consultant for a range of landscape architectural services for the upgrade of the schoolyards at both the Benjamin G. Brown (Brown) School and the West Somerville Neighborhood School (WSNS). The estimated Design Fee for the total project is \$165,000.

The designs for each schoolyard will be conducted in separate but parallel processes and shall be tailored to the individual needs of each school. The design process will start in the summer of 2019 and will continue through the winter of 2019/2020. The project will engage each school community and the surrounding neighborhood in a minimum of three public meetings for each school. Two additional meetings will be held with each school's administration and City staff members to coordinate the design development for each schoolyard.

1.1 General Instructions

Copies of the solicitation may be obtained from the Purchasing Department on and after 7/17/2019 per the below-noted City Hall hours of operation.
--

City Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.</i>
Proposal Format:
Submit one (1) sealed proposal package (with two sealed envelopes, one for the price and one for the technical proposal); it must be marked with the solicitation title and number and must be original.
In an effort to reduce waste, please DO NOT USE 3-RING BINDERS.
Responses must be sealed and marked with the solicitation title and number.
All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in Sections 2.0 - 3.0). If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.
The Offeror's authorized official(s) must sign all required proposal forms.

The Price Form in **Section 4.0** must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.

All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.

The successful Offeror must be an Equal Opportunity Employer.

1.2 Proposal Schedule

Key dates for this Request for Proposals:	
RFQ Issued	7/17/2019
Optional Pre-Bid Site Visit	7/25/2019 at 10:AM ET
Deadline for Submitting Questions to RFQ	7/25/2019 by 4:30PM ET
Proposals Due	8/7/2019 by 1:30PM ET
Anticipated Contract Award	9/1/2019
Est. Contract Commencement Date	9/1/2019
Est. Contract Completion Date	12/31/2020

Responses must be delivered by 8/7/2019 by 1:30PM ET to:	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143
---	---

1.3 Submission Instructions

Please submit *two sealed envelopes, all within one sealed proposal package*, with the following contents and marked in the following manner:

Contents of Sealed Proposal Package	Marked As
Envelope 1 Non-Price Technical Proposal: Shall include (1) original and one (1) copy, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: Non-Price Proposal RFQ # 20-04 Design Services for the Benjamin G. Brown School and the West Somerville Neighborhood School
Envelope 2 Price Proposal: Shall include one (1) original and one (1) copy.	To Be Marked: Price Proposal RFQ # 20-04 Design Services for the Benjamin G. Brown School and the West Somerville Neighborhood School
Please send the complete sealed package to the attention of :	Michael Richards Assistant Purchasing Director

Addendum No. 1 to RFQ 20-04



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

To: All Parties on Record with the City of Somerville as Holding RFQ 20-04
Brown School and West Somerville Neighborhood School Landscape Design Services - Corrected

From: Michael Richards, Assistant Purchasing Director

Date: July 30th, 2019

Re: Answer Questions; Append Bid Holders List; Append List of Pre-Bid Site Visit

Addendum No. 1 to RFQ 20-04

Please acknowledge receipt of this Addendum by signing below and including this form in your proposal package. Failure to do so may subject the proposer to disqualification.

The attached addendum answers all questions received during the Q/A period and appends the bid holder list as of 4:00pm July 29th, 2019. The deadline for submissions remains unchanged – sealed proposals are to be delivered to the address below by **1:30pm Wednesday August 7th**.

NAME OF COMPANY / INDIVIDUAL: CBA Landscape Architects LLC

ADDRESS: 24 Thorndike Street, 4th Floor

CITY/STATE/ZIP: Cambridge, MA 02141

TELEPHONE/FAX/EMAIL: 617-945-9760 x 2 / no fax / dj@cbaland.com

SIGNATURE OF AUTHORIZED INDIVIDUAL: 

ACKNOWLEDGEMENT OF ADDENDA:

Addendum #1 128 **#2** _____ **#3** _____ **#4** _____



Non-Collusion Form and Tax Compliance Certification

Instructions: Complete each part of this two-part form and sign and date where indicated below.

A. NON-COLLUSION FORM

I, the undersigned, hereby certify under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature: 
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: CBA Landscape Architects LLC

Date: August 7, 2019

B. TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support, as well as paid all contributions and payments in lieu of contributions pursuant to MGL 151A, §19A(b).

Signature: 
(Duly Authorized Representative of Vendor)

Name of Business or Entity: CBA Landscape Architects LLC










Social Security Number or Federal Tax ID#: 27-1576055

Date: August 7, 2019

Print

Quality Requirements Form

RFQ 20-04 Design Services for the Benjamin G. Brown School and the West Somerville Neighborhood School

QUALITY REQUIREMENTS		YES	NO
1.	Is the Proposer capable of providing the Landscape Architectural Services, as described in the project summary?		
2.	Has the Proposer five (5) or more years of experience in providing similar services to other communities?		
3.	Are you able to provide the Site Analysis and Schematic Designs as requested in the specifications?		
4.	Are you able to provide the Design Development and Construction Documents as requested in the specifications?		
5.	Are you able to provide the construction administration as requested in the specifications?		
6.	Have you supplied photographs and/or renderings of other landscape design services provided to other communities?		
7.	Have you provided at least three references, including names, addresses and phone numbers, to which the proposer has provided the Landscape Architectural Services to other communities?		
8.	Does the Proposer have a licensed landscape architect registered in the state of Massachusetts on staff?		
9.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?	 WBE	

In order to provide verification of affirmative responses to items 1-8 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

19 OCT -7 AM 11:10
AUDITING DEPT.