



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

**CONTRACT NAME: Architectural & Engineering Services for New Public Safety Building**

This Contract, numbered 210106, 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"):

<b>Vendor Name:</b>	Context Architecture Inc.		
<b>Vendor Address:</b>	68 Harrison Avenue, Suite 501, Boston, MA 02111		
<b>Vendor Contact Name, Email, &amp; Tel./Fax #:</b>	Jeff Shaw, AIA, LEED AP BD+C, MCPPO	<a href="mailto:jshaw@contextarc.com">jshaw@contextarc.com</a>	
	617-423-1400 ext. 35		
<b>Design Professional Type:</b>	Architecture - refer to Scope of Services		
<b>Contract Amount:</b>	\$ 849,000.00		
<b>Purchase Order #:</b>	20212369		
<b>Contract Term:</b>	10/30/20 through 6/30/21		
<b>Term:</b>	The term of this Contract shall commence on 10/30/20 and shall end on 6/30/21 ("Term").		
<b>Procurement Type:</b>	Other: Designer Selection per MGL c. 7C		
<b>Contracting Department:</b>	IAM - Capital Projects	<b>Project Manager:</b>	Fred Massaro
<b>Vendor Certifications:</b>	<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><input checked="" 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 style="text-align: center;"><b>04-2944032</b></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: _____; 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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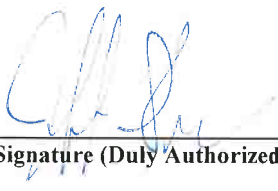
**Appendix C: Forms (Check if Applicable; If Unchecked, Not Applicable)**

- |                                                                             |                                                                        |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Certificate of Authority                | <input checked="" type="checkbox"/> List of Key Personnel              |
| <input checked="" type="checkbox"/> Evidence of Insurance                   | <input type="checkbox"/> Vulnerable Road Users Ordinance               |
| <input checked="" type="checkbox"/> Somerville Living Wage                  | <input checked="" type="checkbox"/> Certificate of Good Standing       |
| <input checked="" type="checkbox"/> Statement of Management                 | <input checked="" type="checkbox"/> Standard Designer Application Form |
| <input checked="" type="checkbox"/> Bid Package Documents                   | <input type="checkbox"/> Campaign Contribution Disclosure Form         |
| <input checked="" type="checkbox"/> Mass. Professional Registration Numbers |                                                                        |

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

this, the 26th day of October, 2020

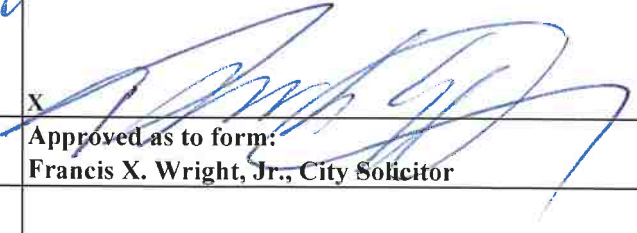

**VENDOR**

X  Vendor Signature (Duly Authorized):	Date Signed: 10-26-2020
	Print Title: Principal
	Print Name: Jeff Shaw

**CITY**

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 849,000.00 and that an unencumbered balance of \$ 849,000.00 is available for the current fiscal year of this contract. I further certify that a sum of \$ 849,000.00 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

X  Edward Bean, City Auditor	X  Joseph A. Curtatone, Mayor
X  Angela M. Allen, Purchasing Director	X  Approved as to form: Francis X. Wright, Jr., City Solicitor
X  Richard E. Raiche, PE, PMP, Director of IAM	

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## **SUPPLEMENTAL CONDITIONS (FOR CONTRACT NO. \_\_\_\_\_)**

The parties agree that the Standard Contract General Conditions are hereby revised as follows:

### **Article 2 The Design Professional's Responsibilities**

#### **1. Article 2.1 "Standard of Performance"**

Strike the word "high" from the first sentence. Strike the word "safety" from the third sentence.

#### **2. Article 2.2 "Schedule of Performance"**

In the second sentence replace the words "Time is of the essence" with "Timeliness of performance."

### **Article 3 Scope of the Design Professional's Basic Services**

- 3. Article 3.1.1.5** From the third sentence remove the words ", and the Design Professional will promptly reimburse the City for all damages, if any, resulting from the use of such defective plans and specifications."
- 4. Article 3.3.2** From the second sentence remove the word "unambiguous."
- 5. Article 3.5.3** From the last sentence remove the words "and the cost of re-advertisement of the project." And add the following: "The City acknowledges the Consultant's Ownership of Instruments as stipulated in the contract."

### **Article 12 Termination, Suspension, or Abandonment**

- 6. Article 12.1** Add the following: "both parties waive claims to consequential damages,"

Add the following four (4) sections (numbered below as 7 through 10) to the contract terms:

**7. Mediation**

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to binding mediation. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties to all those agreements."

**8. Timeliness of Performance**

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under the Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices."

**9. Consequential Damages**

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project."

**10. Ownership of Instruments**

The City acknowledges the Consultant's construction documents, including electronic files, as instruments of professional service. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to the Consultant. The City shall not reuse or make any modification to the construction documents without the prior written authorization of the Consultant.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the construction documents by the City or any person or entity that acquires or obtains the construction documents from or through the City without the written authorization of the Consultant.

\*\*\* END OF SUPPLEMENTAL CONDITIONS \*\*\*

**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 a 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*

RFQ #21-02 is incorporated by reference.

# MILESTONE SCHEDULE



PROJECT LEADERS

City of Somerville  
Public Safety Facility  
29-Jun-20

- Owner Meeting
- ◆ Major Milestone

I. Feasibility Phase		Duration (work days)	January 2020 thru December 28, 2020	
1	OPM Selection		May 1, 2020	thru May 1, 2020
2	Establish Designer Selection Sub-Committee (If Desired)		30-Jun-20	
3	Prepare Draft Request for Qualifications (RFQ)	8 Days	15-Jun-20	thru 30-Jun-20
4	Submit Draft RFQ for Committee Review		30-Jun-20	
5	Total Project Budget Development	8 Days	9-Jun-20	thru 23-Jun-20
6	Submit Total Project Budget For Committee Review		23-Jun-20	
7	Approve Total Project Budget		30-Jun-20	
8	Approve Draft RFQ		30-Jun-20	
9	Submit Advertisement to Central Register & Local Newspaper		6-Jul-20	
10	Central Register & Local Newspaper Advertisement		8-Jul-20	7/10/2020
11	Facility Tour	29 Days	20-Jul-20	
12	Questions Due		22-Jul-20	
13	Proposals Due		3-Aug-20	
14	Colliers Distributes, Reviews Qualifications & Checks References	7 Days	6-Aug-20	thru 12-Aug-20
15	Designer Qualifications Review & Shortlisting with Committee		12-Aug-20	8/18/2020
16	Building Committee Meeting to Interview, Rank & Select Firm		19-Aug-20	21-Aug-20
17	Negotiate & Prepare Contract with Selected Firm	4 Days	26-Aug-20	thru 29-Sep-20
18	Award of Contract		30-Sep-20	
19	Designer Kickoff Meeting		2-Oct-20	
20	Existing Conditions Investigation	3 Days	5-Oct-20	thru 9-Oct-20
21	Preliminary Program	7 Days	5-Oct-20	thru 13-Oct-20
22	Submit Preliminary Program DRAFT for Committee Review		14-Oct-20	
23	Approve Preliminary Program		21-Oct-20	
24	Development of Alternatives	28 Days	22-Oct-20	thru 24-Nov-20
25	Estimate Alternatives	10 Days	9-Nov-20	thru 24-Nov-20
26	Submit Alternatives for Committee Evaluation		24-Nov-20	
27	Review Alternatives with Committee		24-Nov-20	
28	Public Presentation(s)		TBD	
29	Recommendation of Preferred Solutions (Additional BC Meeting)		1-Dec-20	
30	Final Program for Preferred Solutions	10 Days	3-Dec-20	14-Dec-20
31	Submit Final Programs for Preferred Solutions for Committee Review		15-Dec-20	
32	Feasibility Phase Approval		22-Dec-20	
II. Schematic Design Phase			January 2021 thru March 2021	
1	Schematic Design of Preferred Solutions	57 Days	28-Dec-20	thru 2-Feb-21
2	SD Sets to Estimators		24-Jan-21	2-Feb-21
3	SD Design Review	7	2-Feb-21	thru 9-Feb-21
4	SD Estimate	10 Days	10-Feb-21	thru 20-Feb-21
5	SD Estimate Reconciliation		22-Feb-21	
6	SD Value Management	5 Days	22-Feb-21	thru 26-Feb-21
7	Submit SD Packages for Committee Review		26-Feb-21	
8	Public Presentation(s)		TBD	
9	Schematic Design Approval		9-Mar-21	
10	Town Meeting		TBD	
III. Design Development Phase			March, 2021 thru April, 2021	
IV. Construction Document Phase			April 2021, thru June 15 2021	
V. Bidding / Negotiation Phase			June 16, 2021 thru July 2021	
VI. Construction Phase			August 1, 2021, thru December 2022	

**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.

**This initial agreement is for Phase 1 Programming and Schematic Design Services only.**

**The timeframe for completing this phase is six (6) months, with the estimated start date on 30 October 2020 and estimated Phase 1 completion date of 30 April 2021.**

DESIGNER FEE WORKSHEET

Task/Scope	Arch.	Code	MEP/FP	Structure	Civil	Consultants	Future Budget	Proposed Fee	Notes
	Fee	Fee	Fee	Fee	Fee	Fee	Hold Fee		
AIA Basic Svc								\$2,785,500.00	
Programming	\$ 180,000.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -		\$ 180,500.00	Includes concept design and site analysis
Schematic Design	\$ 160,000.00	\$ 5,000.00	\$ 92,000.00	\$ 14,000.00	\$ 56,000.00	\$ -		\$ 327,000.00	Police, Fire E3/HQ, 311, Regional ECC, Parking, OK
Design Development	\$ 200,000.00	\$ 3,000.00	\$ 128,000.00	\$ 56,000.00	\$ 120,000.00	\$ -		\$ 507,000.00	
Construction Docs	\$ 275,000.00	\$ 3,000.00	\$ 216,000.00	\$ 125,000.00	\$ 108,000.00	\$ -		\$ 727,000.00	
Construction Admin	\$ 740,000.00	\$ 1,000.00	\$ 135,000.00	\$ 82,000.00	\$ 86,000.00	\$ -		\$ 1,044,000.00	Includes 17 months of CA services plus 1 month
Basic Services Sub-total	\$ 1,555,000.00	\$ 12,500.00	\$ 571,000.00	\$ 277,000.00	\$ 370,000.00	\$ -			
AIA Additional Services								\$1,198,000.00	
CM Selection Process	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	Hold \$5,000 pending CM decision
Existing Conditions Docs	\$ -	\$ -	\$ -	\$ -	\$ 18,000.00	\$ -		\$ 18,000.00	Includes: Measuring existing traffic counts, turning movements and baseline modelling; review of surrounding projects that could impact the site (Greenline extension, MBTA floating bus stop, Washington Street multi-modal work, etc.); scoping out site permitting; specific supplemental survey/research of
Trade Cont. Prequal	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 10,000.00	
Geo-Tech Consultant SD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000.00		\$ 16,000.00	Includes 2 days of borings and foundation
Geo-Tech Consultant (DD-CA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,000.00		\$ 63,000.00	Includes 8 weeks of full time construction
HAZMAT Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	Not included
Estimating Services SD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000.00		\$ 16,000.00	1 estimate
Estimating Services (DD-CA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,000.00		\$ 43,000.00	Includes 3 estimates (increased due to error in original fee sheet)
Landscape Services SD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,000.00		\$ 16,000.00	
Landscape Services (DD-CA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 56,000.00		\$ 56,000.00	
Furniture Fixt. Equip	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 70,000.00	
Tel/Data/IT SD	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 25,000.00		\$ 28,000.00	SD includes existing systems review and analysis, equipment needs development and regional facilities study
Tel/Data/IT (DD-CA)	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 60,000.00		\$ 75,000.00	Includes tel/data and radio communications with allowance for Regional 911 facility, excludes network and computer design and
Security Intergration SD	\$ -	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -		\$ 4,000.00	
Security Intergration (DD-CA)	\$ 5,000.00	\$ -	\$ 26,000.00	\$ -	\$ -	\$ -		\$ 31,000.00	
Acoustical Consultant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	Not included
Interior Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	by Architect in Basic Svcs
Licensed Site Prof. (LSP) - SD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00		\$ 45,000.00	SD scope is for LSP/MCP Compliance Services
Licensed Site Prof. (LSP) (DD-CA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134,000.00		\$ 134,000.00	Scope includes an allowance for the building and site
Architectural Lighting SD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Architectural Lighting (DD-CA)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	
Building Envelope Consultant SD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00		\$ 12,000.00	SD includes OPR development and BOD review, enclosure commissioning plan
Building Envelope Consultant (DD-CA)	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 76,000.00		\$ 81,000.00	Includes design and construction envelope commissioning
Energy Green Consultant SD	\$ 5,000.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ 48,000.00		\$ 58,500.00	Includes LEED & Net Zero design
Energy Green Consultant (DD-CA)	\$ 20,000.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ 123,000.00		\$ 148,500.00	Includes LEED & Net Zero design
Geothermal Well Engineering SD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00		\$ 100,000.00	Expanded Allowance with late consultant proposal - SD includes initial design and test well drilling with conductivity test
Geothermal Well Engineering DD-CA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145,000.00		\$ 145,000.00	Expanded Allowance with late consultant proposal - DD-CA includes
Reimbursable costs	\$ 10,000.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 8,000.00		\$ 28,000.00	Includes fees for AHJ reviews and LEED submissions as well as normal reimbursables
<b>Total Proposed Fee</b>								\$ 3,983,500.00	
Phased Summary									
Phase 1 - Programming - SD								\$ 849,000.00	
Phase 2 - DD, CD, Add Serv, CM@R								\$ 2,080,500.00	
Phase 3 - Early Packages, CA								\$ 1,054,000.00	This includes CA fees for Add Services
Phase 4 - Post Occupancy								\$ -	
Total Proposed Fee								\$ 3,983,500.00	
Budgeted Comparative Fee								\$ -	
Current Budget Variance								\$ (3,983,500.00)	
Precentage of Constructon Value	\$ 35,000,000.00		Basic Fee 8%			w/ Add Svcs	11.38%		

**Appendix C**  
*Forms*



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: October 14, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,

**CONTEXT ARCHITECTURE, INC.**

is a domestic corporation organized on **January 01, 1987** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 20100307710

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

Processed by: mas

**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  
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)  
10/14/2020

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

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

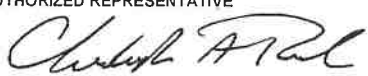
<b>PRODUCER</b> Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>781-245-5400</b>	FAX (A/C, No): <b>781-245-5463</b>
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Context Architecture, Inc. 68 Harrison Avenue Boston, MA 02111	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Hartford Insurance Company	<b>NAIC #</b> 30104
	<b>INSURER B:</b> Continental Casualty Company	<b>NAIC #</b> 20443
	<b>INSURER C:</b> The Travelers	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

### COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		X	08SBAR07674	02/01/2020	02/01/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			08SBAR07674	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			08SBAR07674	02/01/2020	02/01/2021	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b>
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6021487088	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
C	<b>Prof. Liability</b> <b>Pollution Liab.</b>			105894054	02/07/2020	02/07/2021	<b>Per Claim</b> <b>2,000,000</b> <b>Aggregate</b> <b>3,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Somerville is included as additional insured per written contract under the general liability policy subject to same terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Somerville Purchasing Dept 93 Highland Avenue Somerville, MA 02143	<b>CANCELLATION</b>  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 

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

CITY OF SOMERVILLE

Rev. 05/04/2020



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

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

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

**Definition of "Living Wage":** For this contract or subcontract, as of 7/1/2020 "Living Wage" shall be deemed to be an hourly wage of no less than \$15.29 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

**CERTIFICATIONS**

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

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

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

CITY OF SOMERVILLE

Rev. 05/04/2020

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

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

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

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

**CERTIFIED BY:**

Signature:  \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

Title: Principal

Name of Vendor: Context Architecture

Date: 11-12-2020

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

CITY OF SOMERVILLE

Rev. 05/04/2020

**INSTRUCTIONS: PLEASE POST**

**NOTICE TO ALL EMPLOYEES  
REGARDING PAYMENT OF LIVING WAGE**

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of 7/1/2020 is **\$15.29** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.




## 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:  **President & Principal**  
**(Individual Submitted Bid or Proposal)**  
**Duly Authorized**

Name of Business or Entity: Context Architecture

Date: August 4, 2020

### 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:  **President & Principal**  
**(Duly Authorized Representative of Vendor)**

Name of Business or Entity: Context Architecture

Social Security Number or Federal Tax ID#: 04-2944032

Date: August 4, 2020

**Print**



**Certificate of Authority  
(Corporations Only)**

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

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

(Insert Full Name of Corporation)

2. I hereby certify that the following individual Jeff Shaw, AIA, LEED AP, BD+C, MCPPO  
(Insert the Name of Officer who Signed the Contract and Bonds)

is the duly elected **President & Principal** of said Corporation.  
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on December 31, 2019  
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

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

Jeff Shaw, AIA, LEED AP, BD+C, MCPPO **President & Principal**  
(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. ATTEST: Lynn M. Colbert  
Signature: \_\_\_\_\_ (Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: Lynn M. Colbert

Printed Title: Secretary

Date: July 17, 2020  
(Date Must Be on or after Date Officer Signed Contract/Bonds)

Print

**STATEMENT OF MANAGEMENT**  
**For Contracts over \$100,000**

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this 16 day of October, 2020

On behalf of Context Architecture  
(Name of Successful Bidder)

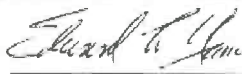
68 Harrison Ave, Boston, MA 02111  
(Address and telephone of Successful Bidder)

Stuart Goldman, Chief Financial Officer  
(Name and title of person signing statement)

By:   
(Signature)

**CERTIFIED PUBLIC ACCOUNTANT STATEMENT**

In accordance with M.G.L. 30, Section 39R I, Edward Liss Mann  
a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the above referenced successful bidder's financial statements.

  
(Signature) Pursuant to audit of year ended 12-31-18 dated 8/14/2019

E. L. MANN, PC  
1290 Worcester Road  
Framingham, MA 01702  
(Business name, address and telephone number)

TEAM

CITY OF SOMERVILLE

**CONTEXT ARCHITECTURE**

**JEFF SHAW, AIA, LEED AP, BD+C, MCPPO**  
Principal-in-Charge  
MA Reg. #20290

**CHRISTOPHER LOGAN, AIA**  
Project Executive  
MA Reg. #7497

**ANGELA CAMPBELL**  
Project Manager  
MA Reg. #N/A

**ELIZABETH APELDOORN, RA**  
Project Architect  
MA Reg. #951754

M/E/P/FP, TECHNOLOGY, SECURITY & TELCOM	NET-ZERO AKF Group	STRUCTURAL ENGINEERING	RADIO COMMUNICATIONS	CIVIL ENGINEERING & TRAFFIC Design Consultants, Inc.	BUILDING ENCLOSURE CONSULTANT	GEO-TECHNICAL & ENVIRONMENTAL	LANDSCAPE DESIGNER	COST ESTIMATOR	SUSTAINABILITY	CODE
Garcia, Galuska & DeSousa, Inc.	Jeffery Rios, PE, LEED AP, BD+C	Roome & Guarrancino	Langone & Associates	Design Consultants, Inc.	3IVE	McPhail Associates	CBA Landscape Architects	A.M. Fogarty & Associates Inc.	Soden Sustainability	RW Sullivan Engineers
David Pereira, PE, Principal Electrical Technology MA Reg. #49310	Partner-in-charge & Net-zero Energy Consultant NY Reg. # 084320	Reginald Roome, PE Principal MA Reg. #31949	Anthony Langone Owner - Principal	David Giangrande, PE, MS, President & CEO	David de Sola, AIA, LEED AP, BD+C, Founding Principal Building Enclosure Consultant MA Reg. #20195	Chris Erikson, PE, Principal Geo-Technical Engineer MA Reg. #35164	Denis Chagnon, ASLA, RLA, CPSI, Principal Project Manager MA Reg. #1512	Peter T. Timothy, President MA Reg. N/A	Colleen Soden, LEED AP, BD+C, IDC Founder MA Reg. #N/A	Don Contois, III, PE Associate Principal MA Reg. #46915
Christopher Garcia, PE, Principal Fire Protection & Plumbing Engineer MA Reg. #45034	Shannon Kaplan, PE, LEED AP, LC Electrical Engineer, Renewables & Net-zero Energy Consultant PA Reg. # PE073616	Carmine Guarracino, PE, Partner Project Manager MA Reg. #90104		Wayne Keefner, PE, PTOE, LEED AP, Vice President Project Manager MA Reg. #41313	John Erikson, PE, Project Manager Geo-Technical Engineer MA Reg. #53700	Megan Tomkins, Principal Project Manager MA Reg. #4028				
Dominick Puniello, PE, LEED AP, CEM, Principal Mechanical Engineer MA Reg. #48326				Stephen Siragusa, MS, Transportation Department Manager Traffic Engineer MA Reg. N/A	MBE Certified Firm					
				Lorenzo Varone, EIT, MA Project Engineer MA Reg. N/A						





**DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE**  
**MASSACHUSETTS GENERAL LAWS, CH. 7C, S.51**

**CERTIFICATIONS**

The Designer hereby certifies and agrees to the following:

1. The Designer certifies that the wage rates and other costs, if any, used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
2. The Designer agrees that the Basic Fee, fees for Additional Services, and reimbursements for costs and expenses specified in this Contract as it may be modified from time to time may be adjusted within one year of completion of the Contract to exclude any significant amounts if the City of Somerville determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.

**CERTIFIED BY:**

Signature: *Lynn M Colbert*  
(Duly Authorized Representative of Designer)

Name: *Lynn M Colbert*

Title: *Manager*

Name of Vendor: *Context Architecture*

Project: *Somerville Public Safety Building*

Date: *October 16, 2020*



**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 / Manager

**Name of Vendor:** CBA Landscape Architects LLC

**Date:** August 4, 2020



**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.

Tel: (617) 720-3300

[www.mass.gov/osd](http://www.mass.gov/osd)

TDD: (617) 727-2716



Follow us on Twitter: @Mass\_OSD

Fax: (617) 727-4527



## 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: *Colleen Ryan Soden*  
 (Duly Authorized Representative of Vendor)

Title: Owner - President

Name of Vendor: Soden Sustainability

Date: August 4, 2020



**OPERATIONAL SERVICES DIVISION**  
**SUPPLIER DIVERSITY OFFICE**

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

One Ashburton Place, Suit 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 Division

February 27, 2020

Ms. Colleen Ryan Soden

Soden Sustainability Consulting, LLC

19 Richardson Street

Winchester, MA 01890

Dear Ms. Soden:

Congratulations! Your firm has been renewed as a woman business enterprise (WBE) with the Supplier Diversity Office ('SDO') under the business description of **SUSTAINABLE DESIGN CONSULTING AND GREEN BUILDING CONSULTING**. 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 January 22, 2023. 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.

Tel: (617) 720-3300

TDD: (617) 727-2716

Fax: (617) 727-4527



**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

Name of Vendor: 3IVE LLC

Date: AUGUST 4, 2020



**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

November 30, 2017

Mr. David T. De Sola  
3iVE, LLC  
334 Washington Street  
Somerville, MA 02143-3812

Dear Mr. De Sola:

Congratulations! Your firm has been renewed as a minority business enterprise (MBE) with the Supplier Diversity Office ("SDO") under the business description of ARCHITECTURE & BUILDING ENVELOPE CONSULTING. 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 MBE is valid for three (3) years unless revoked pursuant to 425 CMR 2.00.

Your firm's next renewal date is November 23, 2020. 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.

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