



City of Somerville: Standard Contract Form

AMENDMENT 4

CONTRACT NAME:

Dilboy Auxiliary Re-Design Services

CONTRACT NUMBER:

190108

dated

9/1/2018

WHEREAS, The City has entered into the contract numbered and dated above hereafter "the Contract," to obtain the following:

Dilboy Auxiliary Re-Design Services

WHEREAS, The Chief Procurement Officer has determined that an amendment is necessary to fulfill the actual needs of the City, and is more economical and practical than awarding another contract.

This Amendment is made the 4th day of January, 2021

by and between the City of Somerville ("City") and Warner Larson, Inc. D/B/A Warner Larson Landscape Architects (the "Vendor").

Vendor Name: Warner Larson, Inc. D/B/A Warner Larson Landscape Architects

Vendor Address: 130 West Broadway, Boston, MA 02127

Vendor Contact Name, Email, & Tel./Fax #: David Warner, ASLA, RLA Dwarner@warnerlarson.com

617-464-1440 617-464-1442

Contract Amount: \$91,083.35 (Not to exceed)

Purchase Order #:

Contract Term: 9/1/2018 through 8/31/2021

Term: The term of this Contract shall commence on 9/1/2018 and shall end on 8/31/2021 ("Term").

The Vendor shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.

Procurement Type: Request for Qualifications under MGL c. 30B, s. 6 (RFQ #19-01)

Contracting Department: OSPCD - PSUF Project Manager: Arn Franzen

NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows, to amend as follows:

1.) The parties agree to amend the end of the Contract Term (and Completion Date) to the following: 8/31/2021

2.) Insurance. Concurrent with the execution of this Amendment, the Vendor shall deposit with the City new policies or certificates of insurance, in form and substance satisfactory to the City, for any additional insurance coverage required by this Amendment or existing insurance coverage about to expire.

3.) Continuing Representations. Execution of this Amendment by the Vendor shall constitute an affirmation that the certifications, representations, and warranties contained in the Contract remain true and correct.

4.) No Default. Execution of this Amendment by the Vendor shall constitute and affirm that the Vendor is not in default of any certification, representation, warranty, covenant or other provision contained in the Contract and no event has occurred which, but for the lapse of time or service of notice, or both, would constitute a default thereunder.

Vendor Certifications:

Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions as set forth attached to original contract (first noted above) made part hereof. Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.

The Vendor certifies that its Federal tax identification number as reported to the IRS is: 04-2640848

This Contract has been duly executed and delivered on behalf of the Vendor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.

In all other respects Contract 190108 is ratified and confirmed, including the changes.

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

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

IN WITNESS WHEREOF, the City and the Vendor have executed this Amendment as a sealed instrument on
this, the 4th of January, 2021


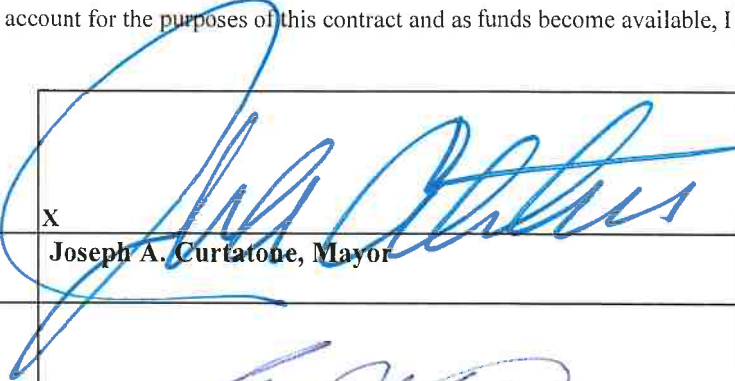

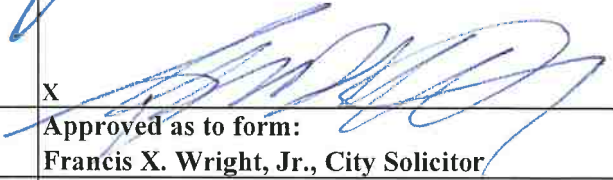

VENDOR

<input checked="" type="checkbox"/>  Vendor Signature (Duly Authorized):	Date Signed: 01/06/2021
	Print Title: President
	Print Name: David J. Warner

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 91,083.35 and that an unencumbered balance of \$ N/A is available for the current fiscal year of this contract. I further certify that a sum of \$ N/A is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I will encumber additional sums as are required under this contract.

<input checked="" type="checkbox"/>  Edward Bean, City Auditor	<input checked="" type="checkbox"/>  Joseph A. Curtatone, Mayor
<input checked="" type="checkbox"/>  Angela M. Allen, Purchasing Director	<input checked="" type="checkbox"/>  Approved as to form: Francis X. Wright, Jr., City Solicitor
<input checked="" type="checkbox"/>  George Proakis, Executive Director OSPCD	

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Appendix A

Amendment Documentation

(If Applicable)

Time extension only to allow completion of auxiliary field design and specifications with regard to mandatory NOI to be submitted to the conservation commission.

Appendix B
Forms



**Certificate of Authority
(Corporations Only)**

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

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

(Insert Full Name of Corporation)

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

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

3. I hereby certify that on **April 23, 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

David Warner **President**
(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

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

Printed Name: David Warner

Printed Title: President

Date: 4/23/2019

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





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

William Francis Galvin
Secretary of the
Commonwealth

Date: December 14, 2020

To Whom It May Concern :

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

WARNER LARSON, INC.

is a domestic corporation organized on **January 01, 1985** , 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.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 20120397640

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/06/2020

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).

PRODUCER CorRisk Solutions 180 N Stetson Ave Suite 4500 Chicago, IL 60601	CONTACT NAME: Karen Bronson
	PHONE (AV, No, Ext): 312-637-8755 FAX (AV, No, Ext): E-MAIL ADDRESS: kbronson@corrisksolutions.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: New Hampshire Insurance Company	NAIC # 23841
INSURED Warner Larson, Inc. 130 West Broadway Boston, MA 02127	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURANCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DOES NOT APPLY			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTION \$			DOES NOT APPLY			EACH OCCURANCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y/N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		DOES NOT APPLY			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991720-04	05/01/20	05/01/21	Per Occurrence: \$2,000,000 Annual Aggregate: \$2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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