



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

**Amendment 4**

**CONTRACT NAME: ArtFarm Design Services**

**CONTRACT NUMBER: 160275** dated **11/1/2015**

WHEREAS, The City has entered into the contract numbered and dated above hereafter "the Contract," to obtain the following:  
ArtFarm 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 7th day of August 2020  
by and between the City of Somerville ("City") and Over, under Incorporated (the "Vendor").

**Vendor Name:** Over, under Incorporated

**Vendor Address:** 46 Waltham Street, Courtyard One, Boston, MA 02118

**Vendor Contact Name, Email, & Tel./Fax #:**  
Christopher Grimley [grimley@overcommander.com](mailto:grimley@overcommander.com)  
617-426-4466

**Design Professional Type:** Architect

**Contract Amount:** \$628,500.00

**Purchase Order #:** 20212785

**Contract Term:** 11/1/2015 through 10/31/2021

**Term:** The term of this Contract shall commence on 11/1/2015 and shall end on 10/31/2021 ("Term").

**Procurement Type:** Request for Proposals under MGL c. 149 (RFP #16-10)

**Contracting Department:** Capital Planning & Proj **Project Manager:** Robert Cassano

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:

**1.1) The parties agree to amend the Contract Amount by \$76,000.00 to a new amount of \$628,500**

**1.2) The parties agree to amend the scope as follows: include additional services, per Appendix A.**

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

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

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

**Vendor Certifications:**

Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Designer Services Contract General Conditions, and Supplemental Conditions if they apply, as set forth within the attached hereto, made part hereof.

Supplemental Conditions apply if checked

Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.

TIN: The Vendor certifies that its accurate federal tax identification number as reported to the IRS is:

**20-5129518**

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 160275 is ratified and confirmed, including the changes.

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

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

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

this, the 7th day of August, 2020




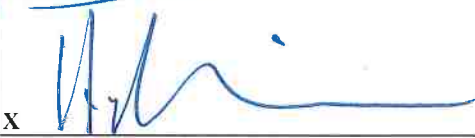


**VENDOR**

|  |                               |
|--|-------------------------------|
| X <br>Vendor Signature (Duly Authorized): | Date Signed: 07 December 2020 |
|  | Print Title: President        |
|  | Print Name: Mark Pasnik       |

**CITY**

**City Auditor's Encumbrance Statement**

I hereby certify that the total contract amount is \$ 628,500.00 and that an unencumbered balance of \$ 76,000.00 is available for the current fiscal year of this contract. I further certify that a sum of \$ 76,000.00 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 <br>Edward Bean, City Auditor                   | X <br>Joseph A. Curtatone, Mayor  |
| X <br>Angela M. Allen, Purchasing Director        | X <br>Approved as to form: <sup>Asst.</sup><br>Francis X. Wright, Jr., City Solicitor |
| X <br>Richard E. Raiche, PE, PMP, Director of IAM | <br>Hannah Pappenheim   |

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**Appendix A**  
*Amendment Documentation*

# OverUnder

Robert Cassano  
City of Somerville  
Project Manager  
Capital Projects and Planning Department  
One Franey Road  
Somerville, Massachusetts 02145

October 7, 2019

## Proposal for Additional Services ArtFarm Carbon Neutral Report

Robert,

Please find the attached proposal from OverUnder for examining the current condition of ArtFarm with regard to carbon neutrality.

In order to come to a conclusion about the neutrality of the drawing set **AS IS (100% DD)**, we will need to come to a definition of how 'carbon neutrality' is achieved in the City of Somerville. In our understanding of the term, the city can look at the carbon neutrality of a building through the following lenses:

- 1 Operationally carbon neutral (produces as much energy as uses);
- 2 Embodied carbon neutral (materials);
- 3 Combination of operational and embodied.

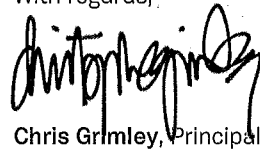
There are several independent agencies that provide certification for this, including the Living Future Institute and Architecture 2030. In March of 2017, AECOM provided a Carbon Neutrality Pathway Assessment Whitepaper to the city, which also offers definitions of carbon neutrality. We will need to form consensus early in the process of what we are examining/what goals we are planning to achieve for certification, if that is a route the city hopes to take.

There were several decisions about the materials and assemblies during the DD process that will have to be reevaluated. These will include—but are not limited to—an evaluation of the building envelope (code did not require us to use the stretch energy requirements of the Commonwealth of Massachusetts); window choice, size and orientation; the use of solar and PV arrays to offset energy costs; the infusion of site amenities such as EV charging stations and future-proofing conduit and excavation; evaluating the choice of building materials; the efficiency of mechanical and electrical systems.

It is our hope that we can come to consensus about how the current design is performing, and make decisions about how to move forward with the design in its current state, or if we need to implement more significant changes that will affect the phasing and schedule of the project.

The following proposal is inclusive of the investigation phase of examining the current ArtFarm design's status in relationship to carbon neutrality. Any necessary alterations to the documentation of the building, and subsequent design fees, will be addressed at the conclusion of this scope of work.

With regards,

A handwritten signature in black ink, appearing to read "Chris Grimley". The signature is stylized and cursive.

Chris Grimley, Principal

## Scope of Services

The following proposal outlines our collective scope of services, and is allocated according to a eight week schedule, base don the attached WSP proposal:

### **Energy modeling (4 weeks)**

- ➔ Prepare model for assessment;
- ➔ Work with WSP on any other information needed.

### **Draft carbon neutral assessment (2 weeks)**

- ➔ Provide additional support to envelope analysis;
- ➔ Provide additional support for MEP analysis.
- ➔ Provide additional support for Clean and Renewable Energy analysis.

### **Final carbon neutral assessment (2 weeks)**

- ➔ Provide support for final report to the City of Somerville.

This proposal includes meetings with the design team; one meeting between the design team and the City of Somerville.



## Fee Schedule

| Phase of Work                   | Fee              |
|---------------------------------|------------------|
|                                 | FIXED            |
| Energy modeling                 | \$ 3,000         |
| Draft carbon neutral assessment | \$ 2,000         |
| Draft carbon neutral assessment | \$ 1,500         |
| WSP Scope (see attached)        | \$ 15,000        |
| <b>Total fee</b>                | <b>\$ 21,500</b> |

### ADDITIONAL SERVICES

Services beyond the scope of this proposal will be billed as an Additional Service, and may include additions or modifications to the scope by mutual agreement. Such services may be provided on an hourly basis in accordance with the Hourly Rates schedule listed below or for a stipulated fee by mutual agreement.

### OverUnder Hourly Rates 2019

**Principal** \$ 180.00

**Designer** \$ 80.00

### Additional services include:

- ➔ Schedules, time frames, or meetings in excess of those agreed on;
- ➔ Travel and accommodations;
- ➔ Revisions to work previously approved by the client;
- ➔ Reimbursable expenses.



August 28, 2018

Mr. Chris Grimley  
Principal  
**Over, Under**  
46 Waltham Street, Courtyard One  
Boston, MA 02118

**Subject:           Engineering Services Proposal – Add Service  
                          ArtFarm Carbon Neutral Evaluation**

Dear Chris:

WSP is pleased to submit this additional service proposal for Design engineering services associated with the ArtFarm project in Somerville, MA.

We are enthusiastic about the project and feel confident we have the knowledge, experience and proficiency to deliver quality services that will meet your expectations. WSP was a part of the original Concept Design phase for ArtFarm and the initial design development for the utility shed and greenhouse space.

**The Project:**

**A. DEVELOP WHOLE-BUILDING ENERGY MODEL PER CURRENT DESIGN DOCUMENTS**

1. WSP will utilize eQUEST v3.65 building simulation software to perform the whole-building energy analysis.
2. Develop Baseline Case Energy Model: Information on various envelope and MEP systems will be per ASHRAE 90.1-2013 Appendix G.
3. Develop Proposed Case Energy Model: Information on various architectural, HVAC systems and lighting parameters will be provided by the most current design documents.
4. Evaluate the annual site energy consumption, energy use intensity (EUI), carbon emissions reduction, and annual energy cost of the proposed design based on current design criteria.

**B. CARBON NEUTRAL BUILDING EVALUATION**

1. WSP will utilize the energy model to evaluate performance of “optimal” sustainable design strategies as outlined below.

88 Black Falcon Avenue, Suite 210  
Boston, MA 02210

Tel: +1 617-210-1600  
Fax: +1 617-210-1800  
wsp.com



2. Building Envelope Optimization – Evaluate performance of building envelope options including opaque wall, roof, glazing systems, window-to-wall ratio and air tightness.
  3. MEP Options Analysis – Identify HVAC system options and energy efficiency measures that reduce carbon emissions of each building.
    - a. Includes evaluation of “all electric” heat pump or VRF scenario for space heating and domestic hot water heating.
    - b. Evaluate lighting and domestic water measures to further reduce energy consumption.
  4. Establish design criteria including occupancy, scheduling, temperature setpoints, and/or adaptive setback schedules.
  5. Clean and Renewable Energy Analysis – The analysis will determine the physical and financial feasibility for onsite, solar photovoltaic (PV) system. Off-site renewable/clean energy sources will also be explored if required to reach carbon neutral.
- (3) meetings with the design team and (1) meeting with the City of Somerville are included in the scope

Not included in scope:

1. Life Cycle cost analysis
2. Cost Estimating of system options
3. Meeting with the Utility regarding interconnection of PV

**Schedule:**

This fee anticipates the following schedule:

- Energy modeling .....  
4 weeks
- Draft carbon neutral assessment .....  
2 weeks
- Final carbon neutral assessment .....  
2 weeks

**Fees:**

Basic Services

For the above design services, we propose a fixed fee of \$15,000.

**Terms:**

The above fee is based upon WSP providing normal services as described herein. For any requested additional services WSP will provide a written proposal. We will not proceed with any additional services without prior authorization.

Reimbursable expenses will be billed at cost plus 10 percent. In-house copying and printing for internal review is included in our basic services.



Our assumption for this fee is that the owner will provide drawings of as-built mechanical/ electrical/telecommunications systems, current systems operating data (gpm, cfm, amps, rpm, etc.) for any systems being connected to or extended, all existing utility information for the site, all necessary utility requirements for owner furnished equipment, with the architect providing architectural base sheets on CAD discs in a mutually agreed upon format for our use in developing construction documents.

Our construction documents for this project will be produced on Autodesk Revit using our standards conventions. We anticipate billing monthly based on the percentage of completion, with payment expected within 30 days (of receipt of monies on our behalf), in accordance with the attached Schedule of Terms and Conditions.

If there is any significant deviation (extension or shortening of more than 60 days) of the aforementioned schedule, we reserve the right to adjust our fees accordingly to cover inflation or premium time expenses.

This proposal is valid for 30 days. If not accepted within that time period, or if the project is halted at any time for 90 days or more, we reserve the right to renegotiate.

If the project is cancelled, we expect payment based on either time spent or the percentage of completion at the time of cancellation.

A signed proposal and the attached Standard Terms and Conditions will be adequate for us to start the project, and will act as a formal contract. Thank you again for giving WSP the opportunity to submit a proposal for the next phase of this very interesting project. We look forward to the opportunity of continuing to work with you!

Best regards,

WSP \_\_\_\_\_

Greg Fenning, P.E., CEM  
Associate

**ACCEPTED BY:**

Signature

Title

Company

Date \_\_\_\_\_

Scott M. Robbins, P.E., CEM, LEED AP  
BD+C  
Senior Vice President

Enclosure: Terms and Conditions 2018

Opportunity No.: 2019XXXXX  
KS/SMR/mgv

# OverUnder

Rob Cassano  
City of Somerville  
93 Highland Avenue  
Somerville, Massachusetts 02143

Via email: [rcassano@somervillema.gov](mailto:rcassano@somervillema.gov), [DMitrano@somervillema.gov](mailto:DMitrano@somervillema.gov),  
[fmassaro@somervillema.gov](mailto:fmassaro@somervillema.gov), [rbarajas@citypointpartners.com](mailto:rbarajas@citypointpartners.com),

February 21, 2020

Dear Robert,

Please find attached an additional services proposal the additional scope for ArtFarm. This request is made to complete Design Development drawings based on the approved direction by Capitol Projects.

Please let me know if you have any questions.

Regards,



Chris Grimley  
PRINCIPAL

### Fee Structure

For this project, the design team will be reimbursed on a fixed fee schedule. All fees are to be paid in U.S. Dollars. Subsequent invoices will be issued monthly. All fees are due to be paid within thirty (30) days of invoicing. Timeframes indicated do not reflect input and review from the client.

The breakdown of additional service fees are as follows (these numbers are delta costs between original contract and additional services. Where there is no change, the cost implications are nil):

#### CONSULTANT FEES

##### ARCHITECTURE FEES

Architectural Design and Project Coordination \$25,000.00

##### SUBCONSULTANT FEE

Landscape Architecture \$2,000.00

Civil Engineering \$2,000.00

Structural Engineering \$2,000.00

Mechanical Engineering \$10,000.00

**TOTAL ADDITIONAL SERVICES \$ 41,000.00**

APPROVED

DATE

\_\_\_\_\_  
Robert Cassano  
City of Somerville  
Project Manager  
Capital Projects and Planning Department



**GroundView**  
5 Dell Street  
Somerville, MA 02145  
(617) 548-9688

January 31, 2020

Mr. Chris Grimley  
Over,Under  
46 Waltham St  
Courtyard One  
Boston, MA 02118

**PROPOSAL FOR LANDSCAPE ARCHITECTURE ADDITIONAL SERVICES TO  
ArtFARM Landscape Design – DD Phase, Somerville, MA**

**SCOPE OF WORK**

Work with OverUnder on landscape surrounding new parking canopy and upgraded shed.

**TIMELINE**

February 2020

**COMPENSATION**

Additional Services fee: \$2,000

Hourly rates: Landscape Architect - \$90, Principal - \$125

If the above stated proposal is suitable as a contract agreement, please sign below and return a copy.

**Over,Under**

Accepted: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**GroundView LLC**

Accepted: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



3 February 2020

Mr. Chris Grimley  
OverUnder  
46 Waltham Street  
Boston, MA 02118

Re: Additional Service Request for Project 160024: Carbon Neutral/Net Zero Structural Engineering Design Services, Somerville ArtFarm, 10 Poplar Street, Somerville, MA

Dear Mr. Grimley:

We have enjoyed working with your office on the above-named project and look forward to working with you through the necessary modifications to make the ArtFarm Carbon Neutral/Net Zero. At your request, we are formalizing the related additional service request for this work.

## 1. BACKGROUND AND SCOPE

The Somerville ArtFarm consists of the Shed for agricultural activities (100% Construction Documents delivered 14 April 2017) and a Barn serving as a public gathering space (100% Design Development Documents delivered 10 May 2019).

On 30 January 2020, your office confirmed that the Somerville mayor has accepted a proposal to make the project Carbon Neutral/Net Zero. As part of this effort, you have requested that Simpson Gumpertz & Heger Inc. (SGH) update the Design Development Documents for the following:

- Preliminary evaluation of a parking canopy
- Evaluation of the Shed for the installation of photovoltaic panels
- Evaluation of the Barn for new insulation requirements

## 2. FEE AND TERMS AND CONDITIONS

Our fee for the services described above for this project will be \$2,000, including expenses,.

This proposal is valid for sixty days. Our proposed agreement consists of this proposal and the enclosed Contract Provisions. If acceptable, please sign and return one copy of this letter.



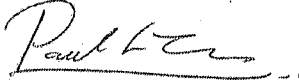
Mr. Chris Grimley

- 2 -

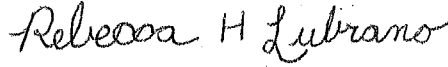
3 February 2020

Thank you for considering SGH. We look forward to the opportunity to work with you again on this project.

Sincerely yours,  
SIMPSON GUMPERTZ & HEGER INC.



Paul E. Kassabian, P.E.  
Principal  
MA License No. 45467



Rebecca H. Lubrano, P.E.  
Senior Consulting Engineer  
MA License No. 51230

Accepted: OVERUNDER

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PEK/sco (BO20-0000388-PEK)  
CP-2  
Encl.

**SIMPSON GUMPERTZ & HEGER INC. (SGH)  
CONTRACT PROVISIONS**

**CLIENT:** \_\_\_\_\_ **OverUnder**

1. **CONTRACT** – These Contract Provisions and the accompanying Proposal and Fee Schedule constitute the entire Agreement of the parties, and supersede all prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement. These Contract Provisions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. The parties may only amend this Agreement by a written document duly executed by both parties.

2. **RIGHT OF ENTRY** – When entry to property is required by the work, the Client agrees to obtain legal right-of-entry on the property.

3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SGH are instruments of SGH's service that shall remain SGH's property. The Client agrees not to use SGH-generated documents for marketing purposes or for projects other than the project for which the documents were prepared by SGH without SGH's prior written permission.

Any reuse or disbursement to third parties without such express written permission or project-specific adaptation by SGH will be at the Client's sole risk and without liability to SGH or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, the Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless SGH from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or disbursement. Any release or project-specific adaptation by SGH will entitle SGH to further compensation at rates to be agreed upon by the Client and SGH.

4. **DISPOSAL OF SAMPLES** – SGH will discard samples upon completion of the work covered under this Agreement, unless the Client instructs otherwise in writing.

5. **HAZARDOUS MATERIALS** – The scope of SGH's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

6. **CONSTRUCTION SERVICES** – When construction-phase services are included in the Agreement, SGH will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

SGH is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. SGH's evaluation of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site nor of Contractor's means or methods of construction.

7. **STANDARD OF CARE** – SGH and its subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. The Client agrees that services provided by SGH will be rendered without any warranty, express or implied.

SGH shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

The Client agrees that SGH has been engaged to provide technical professional services only, and that SGH does not owe a fiduciary responsibility to the Client.

8. **OPINION OF PROBABLE COSTS** – When required as part of our work, SGH will furnish opinions of probable cost but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by SGH hereunder will be made on the basis of SGH's experience and qualifications and will represent SGH's judgment as an experienced and qualified design professional. SGH does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.

9. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by SGH. The Client shall remain liable for, and shall promptly pay SGH for all services rendered to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of assembling documents, personnel and equipment rescheduling or reassignment, and commitments made to others on the Client's behalf. If after ninety (90) days the Client resumes SGH's work on the Project, SGH and the Client shall renegotiate SGH's fee.

If payment of invoices by the Client is not maintained current, SGH may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold SGH harmless from any claim or liability resulting from such suspension.

10. **TERMINATION** – The Client or SGH may terminate this Agreement for cause, except only the Client may terminate for convenience. The party initiating termination shall so notify the other party. The Client shall compensate SGH for services performed prior to termination and for prior authorized commitments made by SGH on the Client's behalf.

11. **CHANGES OR DELAYS** – Unless the accompanying Proposal provides otherwise, the proposed fees constitute SGH's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made. In addition, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information.

12. **FORCE MAJEURE** – SGH will not be liable to the Client for delays in performing its Services or for direct or indirect costs resulting from such delays that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

13. **LIABILITY** – SGH will furnish appropriate insurance certificates for general and professional liability upon request. The Client agrees that SGH's total liability to the Client and the total liability to the Client of SGH's principals, officers, agents, and employees, for any and all injuries, claims, losses, expenses, or damages whatsoever, including attorney's fees, arising out of or in any way related to the Project or this Contract from any cause or causes, including, but not limited to, SGH's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed SGH's total fee under this Agreement or \$50,000, whichever is greater. In no event shall SGH be liable to Client for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under the Agreement.

14. **CONFLICTS OF INTEREST** – This assignment may presently or in the future involve parties with potentially adverse interests to those of SGH's existing or future clients ("Affected Parties" or "Affected Party"). Prior to SGH's acceptance of this assignment, SGH will make reasonable attempts to identify any Affected Parties based on information SGH has in its possession from the Client and any Affected Parties and SGH's search of its project and proposal databases. To the extent that SGH identifies a relationship with an Affected Party, SGH will inform the Client as to the identity of such parties. Client agrees to allow SGH to release to any Affected Parties the fact of SGH's engagement by the Client and any other information required to evaluate any potential conflict.

SGH's ability to inform the Client of a relationship with an Affected Party is limited by the thoroughness and accuracy of the information provided to SGH by the Client and any Affected Parties, and by SGH's limitations in reasonably and diligently discovering all relationships with Affected Parties. Regardless of SGH's relationship with an Affected Party, and, provided such relationship with an Affected Party does not arise from SGH's willful disregard of a relationship with the Affected Party, SGH shall be entitled to payment for all services rendered to the date of discovery or notice, whichever occurs first, of a relationship between SGH and an Affected Party. SGH does not guarantee that a relationship between the Client and an Affected Party, which may be perceived by the Client as a conflict, will not arise during the course of an assignment or thereafter. SGH disclaims responsibility for such occurrences and to the fullest extent permitted by law, the Client agrees to waive any claim against SGH arising out of any such actual or potential conflict-related occurrences. Subsequent to the date of this Agreement, SGH will not be in a position to guaranty that it can advise the Client of any future Affected Parties or perceived or actual conflict circumstances that may arise, but will endeavor to notify Client of such situations.

15. **INDEMNIFICATION** – SGH shall, subject to the limitation of liability contained in Section 13, indemnify the Client for any loss or damage caused solely by the professional negligence of SGH in performance of the services under this Agreement.

16. **MISCELLANEOUS**

**Governing Law:** The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.

**Invalid Terms:** If any of these Contract Provisions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties. The parties agree to reform the contract between them to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

**SGH Reliance:** Unless otherwise specifically indicated in writing, SGH shall be entitled to rely, without liability, on the accuracy and completeness of information provided by the Client, the Client's consultants and contractors, and information from public records, without the need for independent verification.

**Copyright Infringement Indemnification:** To the fullest extent permitted by law, the Client agrees to defend, indemnify, and hold harmless SGH from any and all claims, damages, suits, causes of action, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising out of or in any way connected with SGH's use of documents or designs prepared by the Client's consultants, that may be asserted against or incurred by SGH.

**Certifications:** SGH shall not be required to sign any documents, no matter by whom requested, that would result in SGH's having to certify, guaranty, or warrant the existence of conditions that SGH cannot ascertain.

**Payment:** Invoices will be submitted periodically, and are due and payable upon receipt. Unpaid balances shall be subject to an additional charge at the rate of 1-1/2% per month from the date of invoice if the unpaid balance is not paid within thirty (30) days. The Client shall reimburse SGH for all attorney's fees and costs related to collection of overdue payments.

**Litigation:** All costs and labor associated with compliance with any subpoena or other official request for documents, for testimony in a court of law (other than in connection with expert witness services), or for any other purpose relating to work performed by SGH, in connection with work performed for the Client, shall be paid by the Client as a direct expense (actual cost plus 10%).

**Taxes:** Client shall, in addition to the other amounts payable under this Agreement, pay, on a timely basis, all sales, use, value added or other taxes, federal, state or otherwise, however designated (hereinafter "Taxes"), which are levied or imposed by reason of the transactions contemplated by this Agreement or any of the Services, except for taxes on SGH's net income. Client shall promptly pay SGH for any Taxes actually paid by SGH on behalf of Client, or which are required to be collected or paid by SGH. SGH may bill Client separately for such Taxes.



February 03, 2020

Mr. Chris Grimley  
Principal  
**Over, Under**  
46 Waltham Street, Courtyard One  
Boston, MA 02118

**Subject: Engineering Services Proposal – Add Service  
ArtFarm –DD MEP Re-design for All Electric Site**

Dear Chris:

WSP is pleased to submit this additional service proposal for Design engineering services associated with the ArtFarm project in Somerville, MA.

We are enthusiastic about the project and feel confident we have the knowledge, experience and proficiency to deliver quality services that will meet your expectations. WSP was a part of the original Concept Design phase for ArtFarm and the initial design development for the utility shed and greenhouse space.

**The Project:**

Our understanding of the project and the basis of this proposal is that it will consist of:

- 2.2-acre site
- 5,500 (approx.) sf mixed-use, adaptive, community ArtBarn which includes
  - Large performance space
  - Commercial grade kitchen space
  - Open public café space
  - Back of house area (office, changeroom, and lavatories)
- The ArtBarn space will be designed for full heating and cooling
- Full sprinkler design within the ArtBarn
- New Basis of Design:
  - All Electric Building (no natural gas)
  - Carbon Neutral
  - Net Zero
  - Site PV (design done by others)
    - City to specify size of PV system, for Electrical to include appropriately sized tie-in to main electric panel and sizing of capped conduit.

Not included in scope:

1. Life Cycle cost analysis
2. Cost Estimating of system options
3. Meeting with the Utility regarding interconnection of PV
4. PV design

**Base Scope of Services:**

MEP/FP Services

Our services include the HVAC, plumbing, fire protection, and electrical power and fire alarm systems to 10 feet from the building. We have assumed that the design of site services for power, water, sanitation and storm water, as well as the greenhouse, will be provided by others. We have assumed we will be producing one review set (DD) Design Development. The Construction Documents (CD) and Construction Administration (CA) fall under the original base scope, Proposal Opportunity No: 201808089.

88 Black Falcon Avenue, Suite 210  
Boston, MA 02210

Tel: +1 617-210-1600

Fax: +1 617-210-1800

WSP.COM



**Deliverables:**

Our deliverables for this project, included within the proposed fee and schedule will be:

Design Development:

- a. In order to cost-effectively manage the overall design process, we will front-load our design efforts to develop a 90% Construction Documents set of drawings and specifications during the Design Development phase of the project.
- b. The DD deliverable will require the development of architectural components to a sufficient level of detail to facilitate final MEP design decisions and selections and the development of a 90% CD set for the MEP/FP design. The documents, suitable for competitive bidding and permit application, will include, for each discipline:
  - i. One (1) review set and final drawings and specifications in conformance with the applicable codes, regulations and standards and the owner’s program.
  - ii. Drawings and specifications will:
    - Define the systems and their components in sufficient detail for bidders, knowledgeable in MEP/FP construction, to accurately identify the costs and installation requirements
    - Define components necessary for complete and functional systems
    - Be coordinated with other design team members’ documents

**Assumptions:**

- 1. The Greenhouse space is already in use and no additional design work is required under this scope of work.
- 2. The original design for the utility shed design is still applicable and no additional design work is required under this scope of work. The utility shed will be done as an add alternate.

**Schedule:**

This fee anticipates the following schedule:

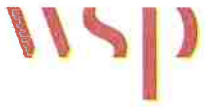
|                                    |           |
|------------------------------------|-----------|
| Design Development Check Set ..... | 2/14/2020 |
| 100% Design Development.....       | 2/25/2020 |

**Optional Services:**

Additionally, the following services are available upon request; however, they are not included in our basic scope of services fee:

- 1. Telecommunications (including WiFi).
- 2. Security.
- 3. Audio-Visual.
- 4. Building and Site Lighting Design.
- 5. LEED Management.
- 6. Commissioning.
- 7. Participation in utility rebate program(s).
- 8. Attendance at or preparation of documents for public agency hearings and/or meetings.
- 9. Value engineering and/or any efforts related thereto irrespective of the origin after we send the Design Development documents (ongoing value engineering during design is included as part of our basic services and shall be assumed to have been incorporated into the final documents).

**Fees:**



Basic Services

For the above design services, we propose a fixed fee of \$10,000, broken down as follows:

- Re-design MEP Design Development - Add Service (90% MEP/FP CD).....\$10,000

**Optional Services:**

- Telecommunications Structured Cabling .....per request
- Electronic Security System.....per request
- Audio Visual System.....per request
- Lighting Design.....per request

**Terms:**

The above fee is based upon WSP providing normal services as described herein. For any requested additional services WSP will provide a written proposal. We will not proceed with any additional services without prior authorization.

Reimbursable expenses will be billed at cost plus 10 percent. In-house copying and printing for internal review is included in our basic services.

Our assumption for this fee is that the owner will provide drawings of as-built mechanical/electrical/telecommunications systems, current systems operating data (gpm, cfm, amps, rpm, etc.) for any systems being connected to or extended, all existing utility information for the site, all necessary utility requirements for owner furnished equipment, with the architect providing architectural base sheets on CAD discs in a mutually agreed upon format for our use in developing construction documents.

Our construction documents for this project will be produced on Autodesk Revit using our standards conventions. We anticipate billing monthly based on the percentage of completion, with payment expected within 30 days (of receipt of monies on our behalf), in accordance with the attached Schedule of Terms and Conditions.

If there is any significant deviation (extension or shortening of more than 60 days) of the aforementioned schedule, we reserve the right to adjust our fees accordingly to cover inflation or premium time expenses.

This proposal is valid for 30 days. If not accepted within that time period, or if the project is halted at any time for 90 days or more, we reserve the right to renegotiate.

If the project is cancelled, we expect payment based on either time spent or the percentage of completion at the time of cancellation.

A signed proposal and the attached Standard Terms and Conditions will be adequate for us to start the project, and will act as a formal contract. Thank you again for giving WSP the opportunity to



submit a proposal for the next phase of this very interesting project. We look forward to the opportunity of continuing to work with you!

Best regards,

**WSP**

**ACCEPTED BY:**

Greg Fenning, P.E., CEM  
Associate

Signature \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

Scott M. Robbins, P.E., CEM, LEED AP BD+C  
Senior Vice President

Enclosure: Terms and Conditions 2020

Base Opportunity No.: 201808089  
GF/SMR/mgv



## WSP – BOSTON STANDARD TERMS AND CONDITIONS 2020

### 1. Definitions

- (a). "WSP" shall mean WSP USA Buildings Inc., a New York corporation.
- (b) The "Client" shall mean the party or parties identified in the "Agreement" (as hereafter defined) as having entered into a contract with WSP.
- (c) The "Agreement" shall mean the written agreement pursuant to which WSP has agreed to perform services for the Client, whether in the form of a proposal or otherwise, including any General Conditions appended thereto or incorporated by reference therein.
- (d) The "Services" shall mean the services which WSP is to perform under the Agreement, including any "Additional Services".
- (e) The "Representative" shall mean any person or entity actually or apparently acting on behalf of the Client with respect to the "Project" (as hereinafter defined), including, without limitation, (i) employees of the Client, (ii) in the event the Client is engaged in the practice of architecture or engineering, persons employed by the person or entity which has retained the Client's services in connection with the Project, and (iii) any architect, engineer, contractor or construction manager retained by the Client, directly or indirectly.
- (f) The "Project" shall mean the design, construction, rehabilitation, or other work in connection with which WSP is providing the Services to the Client.

### 2. Standard of Care

In accepting this agreement for engineering services you acknowledge the inherent risks associated with construction. In performing our professional services, we will use the degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality.

### 3. Authorization, Acceptance or Approval of Services

- (a) Approval by any Representative of any of the Services performed by WSP, or authorization given by any Representative for WSP to perform any part of the Services or any Additional Services or to incur any Reimbursable Expenses, may be either oral or written. Such approval or authorization shall be effective, whether given before, during or after the performance of the Additional Services or the incurrence of the Reimbursable Expenses. In the event that the Agreement allocates the Services into phases, authorization given by any Representative to WSP to proceed with any phase of the Services shall be deemed to constitute acceptance and approval of all work performed by WSP in connection with the prior phase of the Services.
- (b) Successors or assigns of the Client shall be bound by approvals, authorizations or acceptances previously given by any Representative.
- (c) In the event any law, statute, ordinance, rule, regulation or order, Factory Mutual or Board of Fire Underwriters standard is adopted, revised or interpreted such that WSP is required to change, revise or supplement designs or other work performed by WSP prior to the effective date of such adoption, revision, or interpretation, any such change, revision or supplement shall be deemed to constitute an Additional Service, for which additional compensation shall be paid to WSP.

### 4. Non-payment

In the event that the Client fails to pay when due any invoice delivered to it by WSP, WSP shall thereupon have a lien upon all of the drawings, specifications, plans, documents or other materials or writings prepared by WSP, or at its direction, and then in its possession, and shall be entitled to withhold all such materials from the Client until such time as payment in full of the invoice is made. This lien shall be in addition to, and not in lieu of, any rights or remedies which WSP may have under the Agreement, or at law, equity or otherwise. The Client hereby releases WSP from any right pursuant to this Paragraph 5, including, without limitation, any consequential damages, lost profits, additional financing or other expenses or claims for delay in completion.

### 5. Indemnification

The Client shall indemnify WSP and its principals, officers and employees against any liability, claim or expense (including payment of attorneys' fees and disbursements as incurred) in connection with actions, proceedings or claims by any person or entity for monetary losses (and, to the extent permitted by law, property damages and personal injuries) alleged to have occurred in connection with the performance of the Services, unless the sole cause for all such losses, damage or injuries was negligence by WSP. The foregoing shall not affect any rights of WSP to contribution or indemnification from Client. In addition, the Client hereby agrees that WSP, its principals, officers, agents and consultants are hereby released of and from any and all liability or responsibility (i) for the investigation, examination, testing, sampling or other review of any asbestos-containing materials which may be located in or about the project, (ii) for any work undertaken with respect to the removal, encapsulation or other treatment of any such asbestos-containing materials within the project, or (iii) for compliance with any laws, orders, rules or regulations imposed by any federal, state, city or other governmental entity, agency or instrumentality, except to the extent that WSP has expressly agreed in this agreement to undertake responsibility thereof. The Client does hereby agree to indemnify and hold harmless WSP from and against any and all liability, fines, suits, damages, losses, demands, costs and expenses of any kind or nature whatsoever incurred in connection with any claim or proceeding brought against WSP by any party and in any way related to any aspect of items (i), (ii) or (iii) of the immediately preceding sentence. Indemnification shall include the defense of any claims, suits, demands or fines arising therefrom, by counsel approved by WSP in writing that may be brought by the Client or by any third party. The foregoing provisions hereof shall survive the expiration or earlier termination of this agreement.

Client shall cause any and all Contractors, Subcontractors, Material Suppliers and other entities or persons (hereinafter "Contractor") actually responsible for construction to indemnify WSP to the extent permitted by law against risk which are not normally borne by the engineering profession in the form of AIA Document A-201 - General Conditions of the Contract for Construction (1987 Edition), Section 3.18. Client shall also cause Contractor to name WSP as an additional insured on Contractor's Comprehensive General Liability policy.

### 6. Arbitration

All claims, disputes or other matters in question between the Client and WSP arising out of, or relating to, the Agreement shall be decided by arbitration in accordance with the construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise.

### 7. Delays and Extensions of Time

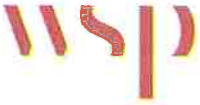
- (a) If WSP, at any time, is prevented from, or delayed in, providing the Services by any act or omission by the Client, any of its Representatives, the architect for the Project, or any employee of or contractor for any of the foregoing, or by changes ordered in the Services, or by labor disputes, governmental entities, fire, unusual delay in transportation, adverse weather conditions not reasonably foreseeable, unavoidable casualties, or any cause beyond WSP's control, or by delay authorized by the Client (or its Representative) pending arbitration, or by any other cause which WSP reasonably determines may justify the delay, then (i) WSP may, on notice to the Client, extend the term of the Agreement for such reasonable time as WSP may determine, and (ii) the payments to be made to WSP for each phase of the Services or for any Additional Services shall be increased by 1% for each additional thirty-day period (or part thereof) added to the original term of the Agreement.



## WSP – BOSTON STANDARD TERMS AND CONDITIONS 2020

- (b) In the event that the Client does not commence and thereafter continue the Project in accordance with the time schedule described in the Agreement or described by the Client to WSP prior to entering into the Agreement, or otherwise prevents WSP from performing any phase of the Services in accordance with such time schedule, WSP may, at its option, (i) exercise its rights pursuant to Subparagraph 7(a) hereof, or (ii) terminate the Agreement without incurring any liability to the Client for such termination, in which event the Client shall pay for all Services performed, in whole or in part, by WSP prior to termination, at the contract price established in the Agreement.
- (c) The remedies described in Subparagraphs 7(a) and 7(b) shall be in addition to, and not in lieu of, any rights or remedies which WSP may have under this Agreement, or at law, equity or otherwise.
- 8. Adequacy of the Funding for the Project**  
The Client represents and warrants that it has secured, or will secure in a timely fashion, funding adequate to commence and to complete the Project, within the time schedule referred to in the Agreement or described to WSP prior to entering into the Agreement. Cancellation or revision of the Project as a result of the Client's failure to secure funding in a timely fashion or any other reason shall not, in any event, permit the Client to terminate the Agreement or excuse the Client from performing its obligations to WSP in a timely manner.
- 9. Certain Limitations on Responsibility**  
WSP does not assume responsibility for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work. WSP does not assume responsibility for the contractors' failure to carry out the work in accordance with the contract requirements or for stopping the work in the event of such failure. WSP's review of the contractors' performance is not intended to include review of the adequacy of safety measures, in, on or near the construction site. WSP is responsible for design only and is not liable for unsatisfactory performance of the mechanical and electrical systems resulting from code constraints, improper installation, operation and maintenance.
- 10. Verification of Existing Conditions**  
Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by WSP regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WSP, its officers, directors, employees and sub-consultants (collectively, WSP) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by WSP.
- 11. Information Provided by Others**  
The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. WSP may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. WSP shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- 12. Ownership and Work Product**  
All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by WSP as instruments of service shall remain the property of WSP. WSP shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto, whether the project for which they are intended is executed or not. They are not to be used by anyone on other projects except by written agreement with WSP. The drawings may be deposited in the Client's file with the other drawings for the project.
- 13. Inconsistent Provisions: Changes in the Terms Hereof**  
(a) Notwithstanding any inconsistent provisions in any Agreement (including any AIA form contract or general conditions annexed thereto) between WSP and the Client, the provisions hereof shall be controlling; provided, however, that the final written proposal, if any, as submitted by WSP to the Client or any handwritten or typewritten inserts or riders made or approved by WSP to the printed contract for General Conditions, if any, annexed to such proposal shall supersede any inconsistent provisions hereof.  
(b) Execution of the Agreement by the Client shall be deemed an acceptance of each and every term of the Agreement and of these Standard Terms and Conditions. All provisions of the Agreement and these Standard Terms and Conditions, in the form and with the contents as submitted by WSP to the Client, shall be binding contractual obligations of the Client, and may be modified, changed or waived only with the specific written consent of WSP. In the event that the Client, without the written consent of WSP, modifies or deletes any provision (or part of any provision) of the Agreement or these Standard Terms and Conditions, such provision (or part thereof) in the form and with the contents as submitted by WSP to the Client shall nonetheless be deemed to constitute a term of the contract between WSP and the Client.
- 14. Limitation of Liability**  
In recognition of the relative risks and benefits of the Project to both the Client and WSP, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WSP and WSP's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of WSP and WSP's officers, directors, partners, employees, shareholders, owners and sub-consultants shall be limited to the amount of our fee or the limits of professional liability insurance provided in the insurance certificate, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor WSP, their respective officers, directors, partners, employees, contractors or sub-consultants 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 and 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 WSP 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.





## **WSP – BOSTON STANDARD TERMS AND CONDITIONS 2020**

- 15. Terrorist Acts (in general)**  
In addition to other commercial risks, WSP makes no claims that its design or other professional services are intended to prevent or survive acts of terrorism, war, or civil unrest.
- 16. Assignment**  
Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by WSP as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
- 17. Interest on Past Due Invoices**  
WSP's policy requires monthly payments for professional services and expenses in proportion to the progress of our work. In addition to any other remedies available to it, WSP reserves the right to charge interest at the rate of one-and-one-half (1.5) percent per month (18% per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event WSP files suit to enforce overdue payments, client will reimburse all court costs and reasonable attorneys' fees.
- 18. Controlled Inspection or Full-Time Project Representation Services**  
If included in WSP's Scope of Services, shall mean that WSP shall endeavor to provide further protection for the Client against defects in structural work, but the furnishing of such controlled inspection or full-time project representation services shall not make WSP responsible for construction means, methods, techniques, sequences or procedures, or auctions and programs. WSP shall not have control or charge of and shall not be responsible for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.
- 19. Review of shop drawing submittals**  
If included in WSP's Scope of Services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. WSP's review shall not constitute approval of safety precautions or of construction means, methods, techniques, or sequences of procedures. WSP'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 characteristic of materials, systems or equipment is required by the Contract Documents, WSP 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.
- 20. Standard Condition Terms Survival**  
If any of WSP's Standard Conditions, or portions thereof, shall be adjudged null and void, it is agreed that the remaining Standard Conditions, or portions thereof, shall remain intact and be given full force and effect.
- 21. State Law Governing Agreement**  
This agreement shall be governed by and construed in accordance with the State of Massachusetts.

January 31, 2020



Over, Under  
Attn: Chris Grimley  
46 Waltham Street  
Courtyard One  
Boston, MA 02118

RE: Somerville ArtFarm, 10 Poplar Street – Somerville, MA  
Addendum #1 – Additional DD Phase MEP Coordination

SCI #16146.00

Dear Chris:

Samiotes Consultants, Inc. (Samiotes) is pleased to present this addendum for civil engineering services for the development of the new Somerville ArtFarm to be located at 10 Poplar Street in Somerville, Massachusetts. Our addendum is as follows:

#### I – SCOPE OF SERVICES

- A. **Additional DD Phase MEP Coordination:** Samiotes will show the removal of all existing gas connections and revise the plans based on the MEP's updated 60% Design Development plans.

#### II – FEE FOR SERVICES (*Invoice Tasks in Italics*)

- A. **Additional DD Phase MEP Coordination:** (*Task 21*)  
Fixed Fee - \$2,000.00  
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.

EXPENSES: **Reimbursable Expenses are in addition to the fees listed above** and are identified in the accompanying *Terms and Conditions of Agreement*. Reimbursable expenses shall be invoiced at 1.15 times direct cost.

#### III – RATE SCHEDULE

Hourly work and Additional Services will be billed hourly at the following rates:

|  |                             |
|--|-----------------------------|
| Principal/President                              | \$255.00 per Hour           |
| Expert Witness                                   | \$300.00 per Hour           |
| Civil Senior Project Manager/Senior Associate    | \$160.00 per Hour           |
| Registered Professional Land Surveyor (Director) | \$190.00 per Hour           |
| Registered Professional Engineer                 | \$150.00 per Hour           |
| Registered Professional Land Surveyor            | \$150.00 per Hour           |
| Survey Project Manager                           | \$125.00 per Hour           |
| Survey Field Crew (3-person)                     | \$275.00 per Hour           |
| Survey Field Crew (2-person)                     | \$180.00 per Hour           |
| Survey Field Crew (1-person)                     | \$150.00 per Hour           |
| 2-Person Survey Field Crew (Construction Layout) | \$2,750.00 per Day          |
|  | \$1,650.00 per one-half Day |
| 3-Person Survey Field Crew (Construction Layout) | \$3,500.00 per Day          |
|  | \$2,000.00 per one-half Day |

**Samiotes Consultants, Inc.**  
Civil Engineers + Land Surveyors

20 A Street  
Framingham, MA 01701-4102

T 508.877.6688  
F 508.877.8349

www.samiotes.com

|                                      |                                     |
|--------------------------------------|-------------------------------------|
| Civil Project Manager                | \$125.00 per Hour                   |
| Soil Evaluator                       | \$130.00 per Hour                   |
| 3D Scan Processing                   | \$130.00 per Hour                   |
| Project Engineer (I, II, III)        | \$85.00, \$95.00, \$110.00 per Hour |
| Project Surveyor (I, II, III)        | \$85.00, \$95.00, \$110.00 per Hour |
| Survey Technician                    | \$ 75.00 per Hour                   |
| Professional Staff                   | \$ 70.00 per Hour                   |
| Administrative Staff                 | \$ 62.50 per Hour                   |
| Archive Retrieval Fee (Up to 1 hour) | \$150.00 Flat Fee                   |

NOTE: If Samiotes Employees are required to be at a job site during a weekend or holiday, the Client will be charged hourly rates at time and a half during weekends and double time on holidays.

Additional services will be performed only upon Authorization to Proceed.

AUTHORIZATION TO PROCEED: Execution of this addendum constitutes Authorization to Proceed. Work will not proceed until this addendum is executed and a signed copy is returned to this office.

VALIDITY: The prices quoted in this addendum are valid for sixty (60) days.

COST: Rates are re-evaluated on an annual basis. Once an addendum is signed, the fees and terms shall be in effect until the end of the calendar year. If the project continues beyond that time, Samiotes' hourly rates will be revised to conform to Samiotes' standard hourly rates for that calendar year. If additional services are contracted, the Client will be notified of the updated rate schedule.

TERMS AND CONDITIONS: The attached *Terms and Conditions of Agreement* is hereby incorporated into this agreement by reference.

ACCEPTANCE: This Addendum for Professional Consulting Services is hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he/she has full authority to act in the name of and on behalf of

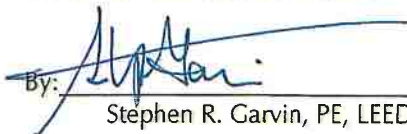
OVER, UNDER

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agreed:

SAMIOTES CONSULTANTS, INC.

By:  \_\_\_\_\_ Title: President  
 Stephen R. Garvin, PE, LEED AP

Please return a copy of the executed addendum as Authorization to Proceed. Thank you for this request for civil engineering services.

**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.

Refer to Appendix A

**Appendix C**  
*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  
OverUnder

\_\_\_\_\_  
(Insert Full Name of Corporation)

Mark Pasnik

2. I hereby certify that the following individual \_\_\_\_\_  
(Insert the Name of Officer who Signed the Contract and Bonds)  
President

is the duly elected \_\_\_\_\_ of said Corporation.

(Insert the Title of the Officer in Line 2)

July 1, 2006

3. I hereby certify that on \_\_\_\_\_  
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

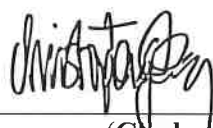
at a duly authorized meeting of the Board of Directors of said corporation, at which a  
quorum was present, it was voted that

Mark Pasnik

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: Chris Grimley

Printed Title: Secretary

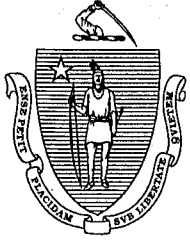
07 Dec 2020

Date: \_\_\_\_\_

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



Print



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: July 21, 2020

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**OVER, UNDER INC.**

is a domestic corporation organized on **July 01, 2006** , 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: 20070397170

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

Processed by: bod

**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. 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

**C. 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.**





OVERU-1

OP ID: BC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/07/2020

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

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

| <b>PRODUCER</b> 781-245-5400<br>Poole Professional B&B of MA<br>107 Audubon Rd, #2, Ste 305<br>Wakefield, MA 01880<br>Christopher A. Poole |        | <b>CONTACT NAME:</b> Christopher A. Poole<br><b>PHONE (A/C, No, Ext):</b> 781-245-5400<br><b>FAX (A/C, No):</b> 781-245-5463<br><b>E-MAIL ADDRESS:</b>  |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
|--|--------|---|--|-------------------------------|--------|--|-------|--|-------|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Over Under, Inc.<br>46 Waltham Street Courtyard 1<br>Boston, MA 02118  |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: <b>Continental Casualty Company</b></td> <td>20443</td> </tr> <tr> <td>INSURER B: <b>XL Specialty Insurance Company</b></td> <td>37885</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: <b>Continental Casualty Company</b> | 20443 | INSURER B: <b>XL Specialty Insurance Company</b> | 37885 | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC # |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER A: <b>Continental Casualty Company</b>   | 20443  |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER B: <b>XL Specialty Insurance Company</b>   | 37885  |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER C:   |        |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER D:   |        |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER E:   |        |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |
| INSURER F:   |        |   |  |                               |        |  |       |  |       |            |  |            |  |            |  |            |  |

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

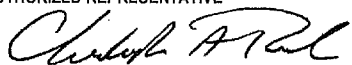
| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC<br>OTHER: | X         |          | 6012235947    | 06/26/2020              | 06/26/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | 6012235947    | 06/26/2020              | 06/26/2021              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000  |           |          | 6072691112    | 06/26/2020              | 06/26/2021              | EACH OCCURRENCE \$ 2,000,000<br>AGGREGATE \$ 2,000,000  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      |               |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
| B        | Arch/Eng<br>Prof Liability  |           |          | DPR9969930    | 12/31/2020              | 12/31/2021              | Per Claim 1,000,000<br>Aggregate 1,000,000  |

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.

### CERTIFICATE HOLDER

### CANCELLATION

|   |   |
|---|---|
| <b>SOMER10</b><br><br>City of Somerville<br>c/o Purchasing Dept<br>93 Highland Avenue<br>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.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|



**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

\* 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: Chris Grimley

Name of Vendor: OverUnder

Date: 07 December 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.



**SOMERVILLE ORDINANCE TO SAFEGUARD VULNERABLE ROAD USERS**  
**CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.**

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

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

Acknowledgement

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

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

|   |               |                  |
|---|---------------|------------------|
|  | Chris Grimley | 03 December 2020 |
| _____   | _____         | _____            |
| Authorized Signatory’s Name   |               | Date             |

OverUnder \_\_\_\_\_

Company Name \_\_\_\_\_

I certify that the Ordinance does not apply to this contract for the following:

- Vehicles do not meet or exceed Class 3 GVWR     Vehicles do not exceed 15 MPH     No vehicles on project
- Other: \_\_\_\_\_