

CITY OF SOMERVILLE CONTRACT
FOR DESIGN SERVICES

160275
PURCHASING CONTRACT NUMBER

AMENDMENT #

\$ 98,500
CONTRACT AMOUNT

20164917 \$ 98,500.00
PURCHASE ORDER# and AMOUNT

RFP # 16-10
BID NUMBER

PURCHASING FOR OSPCD
ISSUING DEPARTMENT

11/1/2015 to 10/30/2017
CONTRACT PERIOD

CITY OF SOMERVILLE

MAYOR'S OFFICE OF STRATEGIC PLANNING & COMMUNITY DEVELOPMENT

CONTRACT FOR: ArtFarm Design Services

CONTRACTOR: over, under
46 Waltham Street, Courtyard One
Boston, Massachusetts 02118
617-426-4466

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

DESIGNER SERVICES
BETWEEN
THE CITY OF SOMERVILLE
AND
THE DESIGN PROFESSIONAL

This Agreement made on the 1st day of November, 2015 is between the City of Somerville ("the City"), City Hall, 93 Highland Avenue, Boston, Massachusetts 02113 and over, under ("the Design Professional") located at 46 Waltham Street, Courtyard One, Boston, MA 02118, for the services described herein and in the attached APPENDIX A, Request for Proposals ("RFP"). The Design Professional's principal design discipline is Civil Design.

The City and the Design Professional agree to the following:

ARTICLE 1
DEFINITIONS

1.1. In General.

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

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

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

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

1.2. Definitions.

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

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

1.2.3. Construction Cost - The Construction Cost is the total cost or estimated cost to the City of all elements of the Project designed or specified by the Design Professional. The Construction Cost shall include the cost of labor at current prevailing wage rates established by

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

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

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

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

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

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

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

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

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

1.2.12. Reimbursable Expenses - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the **Design Professional** in the interest of the Project, as identified by the following: long distance calls and faxes; fees paid for securing approval of authorities having jurisdiction over the Project; reasonable expense of reproduction necessary for the rendition of services hereunder, which expense shall not include the expense of producing the sets of documents referred to in the Schematic Design Phase, the Design Development Phase, and the Construction Document Phase herein, as these expenses are

covered in the **Design Professional's** compensation for Basic Services; expense of postage and such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the **City**. Payment for photocopying letter or legal size documents shall not exceed 10¢ per page. Payment for all other documents shall be at cost. Sales tax is not a reimbursable expense. The **City's** tax-exempt number is E04-600-1414.

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

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

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

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

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

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

ARTICLE 2 THE DESIGN PROFESSIONAL'S RESPONSIBILITIES

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

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

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

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

ARTICLE 3 SCOPE OF THE DESIGN PROFESSIONAL'S BASIC SERVICES

3.1. IN GENERAL.

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

3.1.1.1. those services identified below within the different phases;

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

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

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

3.1.1.2.3. for roadway, bridge, and other public works projects other than park/playground projects, all surveys (unless provided by the City), geotechnical

services, testing services, and related information and reports reasonably required by the Project, geotechnical and civil engineers; independent cost estimators; fire protection, life safety, and lighting consultants; and normal structural, mechanical, electrical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments).

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

3.1.1.4. preparing for and appearing on the City's behalf at all administrative or regulatory hearings, presentations, or conferences with respect to any zoning, building code, urban renewal, or other matters in connection with the Project, including, without limitation, any hearings, presentations, or conferences with any City, State, or Federal agencies or officials and any neighborhood groups. The **Design Professional's** obligations under this paragraph shall include preparing plans and other materials reasonably required in connection with any such hearings, presentations, and conferences;

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

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

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

3.1.2.1. Record Keeping.

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

3.1.2.2. Permanent Record Drawing Preparation.

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

3.1.2.3. Review of Record Drawings at Substantial Completion.

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

3.1.2.4. Submission to the City.

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

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

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

3.1.2.4.3 One set of in-progress record drawings.

3.2. SCHEMATIC DESIGN PHASE.

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

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

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

3.2.4. Alternative Approaches. The **Design Professional** shall review with the City two (2) – three (3) alternative approaches to the design and construction of the Project.

3.2.5. Schematic Design Documents. The **Design Professional** shall prepare, for approval by the City, Schematic Design Documents consisting of drawings and other documents illustrating

the scale and relationship of Project components. Based upon the program approved by the City, as well as schedule and construction budget requirements, the Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

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

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

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

3.2.8 SUSTAINABLE DESIGN CRITERIA. INSERT REQUIREMENTS AS TO SUSTAINABLE DESIGN. See Appendix A, RFP. Summary 1.0

3.3. DESIGN DEVELOPMENT PHASE.

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

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

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

3.4. CONSTRUCTION DOCUMENT PHASE.

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

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

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

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

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

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

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

3.4.8. Delivery of Project Manual. The **Design Professional** will use its best efforts to

ensure that the Contracting Department receives the number of Project Manuals requested by the Contracting Department no later than 3:00 p.m. on the day prior to the first day of advertisement of the Invitation to Bid.

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

3.5. BIDDING AND AWARD PHASE.

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

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

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

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

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

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

3.6. CONSTRUCTION ADMINISTRATION

CONSTRUCTION PHASE-- ADMINISTRATION OF THE CONSTRUCTION CONTRACT.

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

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

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

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

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

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

3.6.7. Contractor's Schedule. Except as otherwise provided in this Agreement, the Design Professional shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents, except to the extent that such failure is caused by the Design Professional. Except as otherwise provided in this Agreement, the Design Professional shall not have control over or charge of acts or omissions of the Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the

Work. However, nothing in this paragraph shall relieve the **Design Professional** of its obligations to the **City** elsewhere in this Agreement. The **Design Professional** shall review all schedules presented by the Contractor and advise the **City** as to the appropriateness of same.

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

3.6.9. Applications and Certifications for Payment. Based on the **Design Professional's** observations of the Work and evaluations of the Contractor's applications for payment, the **Design Professional** shall review and certify the appropriate amounts due the Contractor within five (5) business days after receipt of the Contractor's application for payment, and such certifications shall be in the form requested by the **City**. The **Design Professional's** certification for payment shall constitute a representation to the **City** based on the **Design Professional's** observations at the site and on the data comprising the Contractor's application for payment that the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the **Design Professional**. The **Design Professional** is required to review and validate the certified payrolls. The **Design Professional** is required to reconcile the applications for payment with the certified payrolls. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. Timely payment of Contractor is required by M.G.L. c. 30, §39K; therefore, the **Design Professional** shall establish office procedures assuring either immediate mail or messenger delivery of the approved applications for payment to the **City**. Notwithstanding the foregoing, the Mayor's Office of Strategic Planning and Community Development (SPCD) shall be responsible for monitoring and certifying construction payrolls for compliance with prevailing wage requirements (a) if the Contract is a federally funded contract subject to federal Davis Bacon and Related Acts; and/or (b) if SPCD is the Contracting Department.

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

3.6.11. Submittals. The **Design Professional** shall review and approve or take other appropriate action upon the Contractor's submittals such as Proposed Change Orders, Shop Drawings, Product Data, and Samples, for the purpose of: (a) determining compliance with

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

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

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

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

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

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

3.6.15. Claims.

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

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

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

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

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

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

3.6.15.3. Decisions.

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

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

3.6.16. Determination of Substantial and Final Completion. On behalf of the City, the Design Professional shall conduct inspections, determine the dates of Substantial Completion and final completion, and shall issue a certificate of Substantial Completion, with the prior written consent of the City. Such inspections shall include a reasonable number of Site visits by the Design Professional and the Design Professional's engineering consultants. The Design Professional shall provide to the City a written report of all findings with recommendations for appropriate action. The Design Professional will receive and review (and approve or disapprove, as the case may be) written guarantees, operating manuals, spare parts lists, value charts, and related documents required by the Contract Documents to be assembled by the Contractor. When the Design Professional is satisfied that all such documents are complete as required by the Contract Documents, the Design Professional shall issue a final certificate of payment.

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

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

3.6.19. Limitation on the Design Professional's Responsibilities.

3.6.19.1. Neither the **Design Professional's** authority to act under the provisions of the Contract Documents nor any decision made by the **Design Professional** in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Design Professional** to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or any other person. The **Design Professional** will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 5 of the General Terms and Conditions. The **Design Professional** will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The **Design Professional** will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

ARTICLE 4

DESIGN PROFESSIONAL'S ADDITIONAL SERVICES

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

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

4.2.1. Making major revisions in Plans, Specifications, or other documents when such major revisions are:

4.2.1.1. inconsistent with approvals or instructions previously given by the City, including revisions made necessary by adjustments in the City's program or project budget;

4.2.1.2. required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or

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

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

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

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

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

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

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

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

**ARTICLE 5
OTHER CONDITIONS OR SERVICES**

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

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

**ARTICLE 6
THE CITY'S RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

ARTICLE 8 BASIS OF COMPENSATION

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

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

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

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

8.5. ADDITIONAL SERVICES OF THE CONSULTANTS. For additional services of

consultants, compensation shall be the actual cost billed to the **Design Professional** for such services stated in APPENDIX G.

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

ARTICLE 9 PAYMENT TO THE DESIGN PROFESSIONAL

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

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

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

ARTICLE 10 INSURANCE REQUIREMENTS

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

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

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

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

10.3.2. Employer's liability policy covering bodily injury by accident (\$100,000 each

occurrence) and bodily injury by disease (\$100,000 each employee, \$500,000 policy limit);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.7.1. whether the representations of management in response to this paragraph and the previous paragraph are consistent with the result of management's evaluation of the system of internal accounting controls; and

11.7.2. whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the **Design Professional's** financial statements.

NOTE: RECORDS AND STATEMENTS REQUIRED TO BE MADE, KEPT OR FILED UNDER

THE PROVISIONS OF M.G.L. c. 30, §39R ARE NOT PUBLIC RECORDS AS DEFINED IN M.G.L. c.4, §7 AND SHALL NOT BE OPEN TO PUBLIC INSPECTION, EXCEPT AS PROVIDED HEREIN.

(Reference: M.G.L. c. 30, §39R)

**ARTICLE 12
TERMINATION, SUSPENSION, OR ABANDONMENT**

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

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

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

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

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

**ARTICLE 13
MISCELLANEOUS PROVISIONS**

13.1. **GOVERNING LAW.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and, if federally funded, applicable provisions of the Federal Requirements attached

hereto as Appendix L.

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

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

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

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

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

13.7. NOTICES AND DEMANDS. Notices and demands required by or permitted to be given hereunder shall be hand-delivered or given by registered or certified mail and shall be addressed to the parties at the addresses set forth in APPENDIX I. Such notices and demands may be sent by facsimile transmission if such transmission is followed by hand delivery or registered or certified mail on the same day or the following business day. Notice and demands shall be deemed to have been given when delivered, or when mailed, or when transmitted by facsimile, if followed by hand delivery or registered or certified mail as provided herein.

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

Waiver of Consequential Damages. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.

13.9. PERSONAL LIABILITY. No member, officer, director, trustee, representative, consultant, volunteer participant, or employee of the **City** shall be personally liable to the **Design Professional**

any term or provision of this Agreement for the City's payment obligation or otherwise, or because of any breach hereof.

13.10. INDEMNIFICATION. The Design Professional shall indemnify ~~defend~~ and hold harmless the City from and against all claims, costs, and liability arising out of the Design Professional's Services hereunder, to the extent that such claims, costs, and liability are the result of the negligent acts, errors, or omissions of the Design Professional, or breaches by the Design Professional of its obligations hereunder or (with respect to the Design Professional's duty to ~~defend~~ hold harmless) are claimed to be the result thereof.

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

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

ARTICLE 14 CERTIFICATIONS

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

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

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

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

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

14.1.4.1. file regular statements of management concerning internal auditing controls; and

14.1.4.2. file an annual audited financial statement; and submit a statement from an independent certified public accountant that s/he has examined management's internal auditing controls and expresses an opinion as to their consistency with management's statements and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the **Design Professional's** financial statements, as provided by M.G.L. c. 7, §38H(e) and

14.1.4.3. the Design Professional has filed a statement of management on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement;

14.1.4.4 the Design Professional has filed with DCAM prior to the execution of this Agreement an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d); and

14.1.5. the **Design Professional** has complied with all the laws of the Commonwealth pertaining to taxes, reporting of employees and contractors, and withholding and remitting child support (M.G.L. c. 62C, §49A).

14.1.6. the **Design Professional** will, for a seven-year period after the final payment, maintain accurate books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Design Professional**;

APPENDICES:

APPENDIX A RFP 16-10

APPENDIX B Copy of Advertisement

APPENDIX C Price Proposal

APPENDIX D Proposal and other Procurement Documents

APPENDIX E Standard Designer Application Form

APPENDIX F Somerville Living Wage Ordinance

APPENDIX G Certificate of Good Standing

APPENDIX H Certificates of Insurance and Additional Insurance Requirements

APPENDIX I Notices

APPENDIX J Mass. Professional Registration Numbers

APPENDIX K Truth-In-Negotiations Certificate


APPENDIX L Statement of Management


SIGNATURE PAGE FOLLOWS:


IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument as of the date first written above.

CITY OF SOMERVILLE

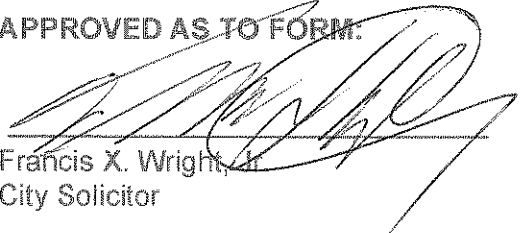
I hereby certify that the total contract amount is \$ 98,500-, and that an unencumbered balance of \$ 98,500- is available for the first fiscal year of this contract. I further certify that a sum of 98,500- is hereby encumbered against the appropriate account for the purposes of this contract. Further, I certify that as funds become available, I will encumber additional sums as are required under this contract.


Edward Bean
City Auditor


Joseph A. Curtatone
Mayor


~~Angela M. Allen~~ Alex Nesvick
Asst. Purchasing Director


Gregory Jenkins,
Director of Arts Council

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

over, under,

X 

Signature of Authorized Agent of Vendor

CHRIS GRIMES

Printed Name of Authorized Agent of Vendor

PRINCIPAL

Title of Authorized Agent of Vendor

46 Waltham Street, Courtyard One
Street Address of Vendor

Boston, Massachusetts 02118
City, State and Zip

20-5129518
Tax ID #

FOR CORPORATIONS ONLY:

I certify that the individual signing on behalf of the corporation has the authority to bind the corporation.

Clerk's Signature

Print or Type Clerk's Name

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 08/01/12



**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
over, under incorporated

(Insert Full Name of Corporation)

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

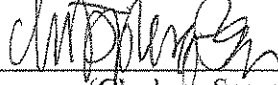
is the duly elected Principal of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on 07/01/2006
(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

Chris Grimley Principal
(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. ATTEST:
Signature: 
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: Chris Grimley

Printed Title: Secretary

Date: 12/18/15
(Date Must Be on or after Date Officer Signed Contract/Bonds)



**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
_____ over/under Incorporated
(Insert Full Name of Corporation)


2. I hereby certify that the following individual Mark Pasnik
(Insert the Name of Officer who Signed the Contract and Bonds)
is the duly elected President and Director of said Corporation.
(Insert the Title of the Officer in Line 2)

3. I hereby certify that on July 1, 2006
(Insert Date: Must be on or before Date Officer Signed Contract/Bonds)

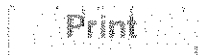
at a duly authorized meeting of the Board of Directors of said corporation, at which a quorum was present, it was voted that

Mark Pasnik President and Director
(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.

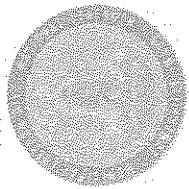
4. ATTEST:
Signature: 
(Clerk or Secretary)
Printed Name: Christopher Grimley
Printed Title: Secretary
Date: August 24, 2015
(Date Must Be on or after Date Officer Signed Contract/Bonds)





APPENDIX A
RFP Documentation

SOLICITATION FOR:
Engineering, Architecture, and Design Services for ArtFarm
RFP # 16-10



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASE DATE: 7/29/15
QUESTIONS DUE: 8/15 BY 12PM EST
BID DATE AND TIME: 8/26/15 BY 11A EST

Anticipated Contract Award	8/31/2015
Est. Contract Commencement Date	9/25/15
Est. Contract Completion Date	7/26/17

DELIVER TO:
CITY of Somerville
 Purchasing Department
 Attn: Alex Nasnik
 Assistant Purchasing Director
 anasnik@somervillema.gov
 91 Highland Avenue
 Somerville, MA 02143

NOTICE TO PROPOSERS

RFP # 16-10

All bids must be in accordance with terms and conditions set forth herein as stated.

SECTION A	Scaled proposals for: Engineering, Architecture, and Design Services for ArtFarm . The bids will be received at the office of the Purchasing Director, Somerville City Hall, 93 Highland Avenue, Somerville, MA, 02143 no later than 8/26/15 by 11AM EST .
SECTION B	Forms of price bid, specifications and terms of contract can be obtained at the above office on or after 7/29/15 .
SECTION C	Bid envelopes shall be clearly marked as follows: Engineering, Architecture, and Design Services for ArtFarm Bid No: RFP # 16-10
SECTION D	If awarded, vendor is a Corporation, vendor must comply with requests for "Certificate of Good Standing". See attached instructions.
SECTION E	INSURANCE: Awarded Vendor must comply with insurance requirements as stated in the bid package.
SECTION F	Living Wage - See Section 5.0
SECTION G	The requirements in Section E or F will be waived if the words "Non-Applicable" (N/A) are inserted in the space designated.
SECTION H	The Purchasing Director reserves the right to accept or reject any or all bids, to waive any information, to divide the award, to amend any specifications or to accept any portion of a bid, if in her sole judgment, the best interest of the City of Somerville would be served by so doing.
SECTION I	The City reserves the right to cancel a contract, if awarded bidder does not respond to all necessary documents and required signature forms within ten (10) working days of receipt of contract.

Signature: _____

Company: _____

By: _____ Title: _____

Date: _____ Tel. No: _____ Fax: _____

CITY OF SOMERVILLE MASSACHUSETTS

**SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
SOMERVILLE, MA 02143**

BIDDING INSTRUCTIONS FOR

Engineering, Architecture, and Design Services for ArtFarm RFP # 16-10

Enclosed you will find a request for proposal for: **Engineering, Architecture, and Design Services for ArtFarm**

SECTION 1.0

GENERAL INFORMATION ON BID PROCESS

1.1 General

- When submitting proposal, please identify the solicitation title and number clearly on the submitted envelope. All responses must be sealed and delivered to:

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

- Bids submitted must be an original
- A complete bid consists of all documents listed in Sections 2.0, 4.0, 5.0 and all related appendices. Bids will be considered non-compliant and will be rejected if all required documents are not present.
- A complete BID must also include a cover letter signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter or one signed by an individual not authorized to bind the Offeror will be disqualified.
- The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.
- The successful Offeror must be an Equal Opportunity Employer
- The signature of the Offeror's authorized official(s) must be provided on all the proposal forms
- All information in the Offeror's response should be organized and presented in a clear / concise format. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims

to which they are not prepared to commit themselves contractually.

- Additional copies of the solicitation may be obtained from the Purchasing Department on and after 7/29/15 between the hours of 8:30 a.m. and 4:30 p.m. Monday - Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.
- The Price Summary Form in Section 4 must be completed. No substitute form will be accepted. Pricing must remain firm for the entire contract period.
- Failure to answer any questions to complete any form, or to provide the documentation required will be deemed non-responsive and result in disqualification of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
- Please review and return your sealed bids as sent. Also, ensure that all forms are completed and your bid response is submitted as requested. Use the attached Proposer Checklist to ensure bid documents are complete.

1.2 Submission Instructions

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

Contents of Envelope	Marked As
Envelope 1 Non-Price Technical Proposal: Shall include (1) original and three (3) copies, and one (1) electronic copy. (Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format ("Read only" files are acceptable.)	To Be Marked: Non-Price Proposal Engineering, Architecture, and Design Services for ArtFarm RFP # 16-10
Envelope 2 Price Proposal: Shall include one (1) original and one (1) copy.	To Be Marked: Price Proposal Engineering, Architecture, and Design Services for ArtFarm RFP # 16-10
Please send the complete sealed package to the attention of:	Alex Nisnik Assistant Purchasing Director Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to pricing in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the

sole responsibility of the Offeror to insure that the proposal arrives on time at the designated place. Late Proposals will not be considered, and will be returned.)

Reference: The Proposer shall list at least three relevant references. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

- The name, address and telephone number of each client listed above.
- A description of the work performed under each contract
- A description of the nature of the relationship between proposer and the customer.
- The name and telephone number of the person the City may contact as a reference.
- The amount of the contract
- The volume of the work performed
- The dates of performance.

1.3 Questions

Questions are due: **8/10/15 by 12PM EST**

Questions concerning this solicitation must be mailed or hand delivered in writing to:

Alex Meehan
 Assistant Purchasing Director
 Somerville City Hall
 Purchasing Department
 93 Highland Avenue
 Somerville, MA 02143
 ameehan@somervillema.gov

617-625-1344

Or emailed to:
 Or faxed to:

ADVERTS will be sent via an addendum to all Offerors who received this solicitation through the Purchasing Department. Bidders are encouraged to contact the Purchasing Department to register as a bid document holder to automatically receive addenda as they are issued. It is the responsibility of the Offeror to also monitor the bid portal on the City's website for any updates, addendums, etc. regarding that specific solicitation. The web address is:
<http://www.somervillema.gov/procurementandpurchasing>

If any bidder or proposer contact anyone outside of the Purchasing Department regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.4 Bidding Schedule

Key dates for this Request for Proposals:

RFI Issued	7/29/15
Deadline for Submitting Questions to RFP	8/10/15 by 12PM EST
Proposals Due	08/26/15 by 11AM EST
Anticipated Contract Award	8/31/2015
Est. Contract Commencement Date	9/15/15
Est. Contract Completion Date	3/29/17
Responses must be delivered by	City of Somerville Purchasing Department Attn: Alex Meehan 93 Highland Avenue Somerville, MA 02143
08/26/15 by 11AM EST to:	

**SECTION 2.0
SPECIFICATIONS/SCOPE OF SERVICES**

2.1 Background

The City of Somerville is seeking to procure a Consultant for a full range of landscape architectural, architectural, engineering, and design services for the Somerville ARTfarm for Social Innovation arts oriented mixed-use project. The content of the Scope of Work is arranged as follows.

The following documents are being attached to this RFP for your reference:

- 1) Attachment 1: Final Draft of ARTfarm Schematic from Initial Concept and Public Process
- 2) Attachment 2: Unclassified Site Professional (LSP) report regarding environmental site condition.
- 3) Attachment 3: Site Survey.

2.2 Scope of Work

- 1.0 Summary
- 2.0 Project Site
- 3.0 Tasks
 - 3.1 Site Analysis
 - 3.2 Special Environmental Systems Documents
 - 3.3 User Design Criteria Documents (Architectural & Engineering)
 - 3.4 Tenant Coordination Related Activities
 - 3.5 Design Development and Construction Documents
 - 3.6 Bids and Negotiation
 - 3.7 Construction Administration
- 4.0 Products
 - 4.1 Site Analysis Design Development and Construction Documents
 - 4.2 Special Environmental Systems Monitoring
 - 4.3 User Design Criteria Documents
 - 4.4 Tenant Coordination Related Activities Documentation
 - 4.5 Bids and Negotiation
 - 4.6 Construction Administration

1.0 Summary

The City of Somerville is seeking to procure a Consultant for a full range of landscape architectural, architectural, engineering, and design services for the Somerville ARTfarm for Social Innovation Project. The site is approximately 2.1 acres in size, and located at the corner of Harvard and Poplar Streets in the Brickbottom area, and is separated from the Union Square area by the elevated McGrath Highway—Route 28.

The project scope is to finalize the design of and construction plans for the City's ARTfarm project. The selected consultant will utilize the existing baseline Schematic design (Attachment

A) to develop a comprehensive plan for the entire project. The plan will address the physical infrastructure, safety and security, the needs of the adjacent community, and the mixed-use open space goals of the ARTfarm stakeholders, while also housing a wide variety of artists, shops, users and tenants in shipping container based spaces.

Specifically, the ARTfarm plan will address the redevelopment of the site to accommodate various uses, including: Arrival at the Grand Portal; an Indoor Theater / Gallery / Cafe structure; Pop-up Shops; Creative Activity, Main Space; Outdoor Performance Venue; Artist Studios; Grow Places; Creative Youth Place; Recreational Lawn; and the walking / emergency access pathways; plus redesign of the connections between the project and the surrounding community. The plan will also design physical infrastructure including drainage, irrigation, fencing, lighting, utility connections, plantings, sidewalks, and additional landscape and environmental considerations. The plan will also provide guidance for the long term maintenance, sustainability, and green infrastructure of ARTfarm.

It is expected that the design will be creative and imaginative and focus on sustainable features while providing a safe and secure environment in which all residents and visitors will celebrate and take joy. In addition, the consultant should expect the work program to fully develop the site's potential with a plan that exceeds the needs of pure functional order, and which serves as a premier example of art oriented multi-use open space design that provides a sense of civic grandeur and pride for all residents of the City.

The Consultant will provide full landscape architectural, architectural, and engineering services with a team that will address all the needs of the project, including, structures, drainage, lighting, utilities, engineering and landscape design and code compliance. The Consultant will assess and evaluate the evolved ARTfarm Baseline Plan and expressed Goals (Attached as Exhibit xxx) with respect to the community's needs, and will work with the Somerville Arts Council, the City's Office of Strategic Planning and Community Development (OSPCD), DPW, the City Engineers Office, City's Capital Projects Dept. and the community residents to understand the site conditions, programming needs, and the neighborhood's concerns.

For the project description below, the Consultant further develop the schematic designs for each of the major uses; with cost estimates, and then develop final design documents that include a final cost estimate, fully detailed construction plans, and related User Design Criteria. The final design will be based on design quality, cost feasibility, and environmental sustainability, among other criteria. The final scope of work will be evolved in collaboration with city officials and the Somerville Arts Council. The project implementation may be phased to bring some components of the design to completion sooner.

The design process has seven main components with sub-tasks: Site Analysis; Design Development and Construction Documents; Special Environmental Systems Documents; User Design Criteria Documents; Tenant Coordination Related Activities; Bids and Negotiation; and Construction Administration.

- Site Analysis involves review of the subsurface investigations, traditional grading, and

orientation studies, and special systems needs such as solar orientation.

- Design Development and Construction Documents will detail the prefabricated Schematic Design to 100% construction drawings and construction cost estimate.
- Special Environmental Systems Documents will create design goals -- and suited to applying for grants and other special support for such systems where appropriate.

• User Design Criteria Documents will provide orderly information and procedures to inform User and Tenant designers.

- Tenant Coordination Related Activities will assist in tracking floor fit-up in spaces and installation of artworks in relation to the general construction process.
- Bid and Negotiation consists of working with the City to review and respond to bidders' requests for information, until the construction contract is awarded. In the final phase, Construction Administration, the Consultant will act in the capacity of an agent of the City, overseeing construction to ensure conformity to construction drawings, specifications, and standards. Simultaneously, Consultant will assist the process of monitoring user designs, plus occupation and fit-up of spaces in accordance with the User Design Criteria.

The goal of the ARTfarm for Social Innovation design is for the Consultant to engage in a design project that will:

- 1) Address the artistic, health and recreational needs of the local community through the development of well designed, active spaces, as well as green and passive spaces that will provide for the physical and emotional well-being of all;
- 2) Analyze and provide ADA compliant designs for persons with disabilities, in conjunction with the City's ADA Coordinator.
- 3) Strengthen environmental accountability by exploring design options for net zero carbon operations, green products, permeable surfacing, and sustainable building practices;
- 4) Provide a design which minimizes City of Somerville facility maintenance needs and which provides a plan and schedule for recommended ARTfarm maintenance.
- 5) In the Creative Youth Area, provide a design that will meet the most current requirements for Certified Playground Safety Requirements and which will specify materials which meet the most stringent standards with regard to fall heights and safety surfaces. Include review of the User Design Criteria in the approvals process, to establish clear procedures, submission requirements, and limitations to result in minimal conflicts between General Contracting operations and fit-up by Users, Tenants and Artists, park maintenance needs and costs associated with the City, tenants, artists, etc

2.0 Project Site

The following is an excerpt from Environmental Compliance Services report of 12 February

2015, RE: November 2014 Subsurface Investigation, 10 Poplar Street, Somerville, MA

MASSDEP RIN 3-32211:

"The Site is owned by the City of Somerville, Massachusetts and consists of approximately 2.1 acres of land. The Site is currently vacant and access is restricted via a locked chain-link fence that surrounds the perimeter of the Site. According to historic Sanborn Fire Insurance Company Maps prior to 1950, several residential apartments and dwellings were located at the Site, as well as a restaurant, a school, stores and a gasoline dispensing facility (see Figure 2). The Site was also historically depicted as being utilized for drum and barrel storage and sales. A two-story building of concrete block-brick construction, with a footprint of approximately 34,464 square feet (ft²), was previously located at the Site. According to the City of Somerville assessor's field card, that building was constructed in 1950. Reportedly, a solid waste incinerator operated at the Site in the former building described herein for approximately 30 years. Subsequently, the Site, including the former incinerator building, was utilized by Waste Management as a solid waste transfer station. During Waste Management's tenure at the Site, vehicle repairs were conducted in the southern portion of the former on-site building. The former two-story Site building was demolished during the winter of 2013/2014. In addition, a lead smelting company was historically located approximately 350 ft to the southeast of the Site, on Chestnut Street (demolished in 1997).

Following completion of the activities presented (in this report), implementation of an AUL will be required. The AUL would preclude future residential use of the Site, require development of a Soil Management Plan as well as Licensed Site Professional (LSP) oversight in the event of the performance of soil excavation or reclamation work at the Site, and require the use of raised beds for potential future gardening activities at the Site. Under current conditions, the AUL would not require the presence of a barrier (trench/piling, etc.) to restrict superficial soil exposures for potential current or future Site visitors, irregularly, construction workers, utility workers or Site workers."

3.0 Tasks

3.1 Site Analysis as to Schematic Design

Target Goal: **October 1, 2015**

Site Analysis will include the following tasks:

- Conduct site visit(s) to review existing conditions and document existing materials, park furnishings, plant material, and any unique site features.
- Work with a certified and stamped topographical and boundary survey, noting all grades, utility locations, and site features supplied by the City.
- Review records of the City's process to date and become familiar with reports analyzing the environmental issues and limitations of the site, including ongoing monitoring requirements.

- Create a base plan for design purposes based on site survey, site visits and City records.
- Incorporate public comments into the Site Analysis, for review and comment by City staff.

Schematic Design will include the following tasks:

- Prepare a project cost estimate based for each proposed Schematic Design program element.
- Work with City staff to develop options for the phased implementation of the ART Farm.

3.2 Special Environmental Systems Drawings

Target Goal: January 1, 2016

Special Environmental Systems for ART Farm will include the following tasks:

- Design energy systems that may include solar, wind, biomass, composting, etc.
- Design resource management systems such as soilwater harvesting, growing soil composting, etc.
- Provide any special documents to seek special funds, grants or incentive programs the project may be qualified for.

3.3 Environmental Engineering and Testing

Target Goal: Ongoing, as needed

Assessment, testing, risk characterization, monitoring, design and construction administration of potential site and building hazardous materials conditions, contamination and abatement/remediation.

3.4 User Design Criteria Documents

Target Goal: Ongoing

User Design Criteria will include the following tasks:

- Create draft Design Criteria for Architectural, and Engineering to inform tenant designers regarding capabilities, limitations and risks related to fit-up of spaces.

3.5 Design and Construction Documents

Target Goal: submit final CD set in February 1, 2016

Design and Construction Documents will include the following tasks:

- Proceed with design development of preferred Schematic Design scheme with goal to submit 100% Construction Documents for both buildings and landscapes by four months from executed contract.

- Coordinate with sub consultants as needed to develop Buildings, Utilities, Lighting, and all other project systems plans and specs, in accordance with City standards and manufacturer capabilities
- Prepare detailed unit price based Cost Estimate to use in the construction Bids and Negotiation phase.

3.6 Tenant Coordination Related Activities

Target Goal: Ongoing

Tenant Coordination Related Activities will include the following tasks:

- Design and provide documents to track activities of User and Tenants and their designers and builders during the general construction phase of work

3.7 Bids and Negotiation

Target Goal: March, 2016

Bid and Negotiation for ART Farm will include the following tasks:

- Assist with bid conveying
- Attend pre-bid conference to answer questions from potential bidders relating to the proposed ART Farm construction.
- Assist City of Somerville Purchasing Department in issuing any needed addenda and respond to the bidder's questions for clarification as needed for the building and landscape designs
- Review bid documents to incorporate amendments and clarifications issued during Bidding and Negotiation phase and submit to the City of Somerville

3.8 Construction Administration

Target Goal: April 2016 – January 2017

Construction Administration will include the following tasks:

- Conduct weekly on-site observation and monitoring of construction to ensure that all materials and procedures are in accordance with drawings and specifications and that the project meets the agreed upon construction schedule.
- Schedule 2hrs/day, 4 days/week throughout construction period for site inspections and associated tasks.
- Address design coordination between the City, general contractor and design sub consultants during the construction period.

- Answer questions from general contractor and update changes to the construction drawings and specifications as needed.
- Review all submittals and change order requests with City.
- Record field notes and meeting minutes.

4.0 Products

4.1 Site Analysis as to Schematic Design Documents

- Site Analysis as related to existing Schematic Design will include the following products:
- Sankey topographical site survey and boundary plan (provided by the City).
 - Existing conditions plan based on site survey and environmental studies by the City.
 - Schematic Design Alternatives. Schematic Design must be presented in illustrative plan. Models, perspective drawings and other representation strategies are encouraged.
 - Probable Cost Estimate for each Schematic program element.
 - PowerPlant presentation or boards as necessary for all community meetings and public presentations.
 - Consultant must be prepared to answer detailed questions on layout, circulation, materials, program and planting recommendations for each Schematic Design.

4.2 Design Development and Construction Documents

- Design Development and Construction Documents will include the following products:
- Author 50% and 100% construction documents for City review and acceptance.
 - 100% construction set must include the following plans, sections and details: Existing Conditions Plan, Site Demolition and Preparation Plan, Layout and Materials Plan, Grading Plan, Utility and Drainage Plan, Irrigation Plan, Lighting Plan, Site Specifications, Planting Plan, Plan Relocations (as needed, to depict special areas of site improvements), Site Details (as required to depict design elements and anticipated construction techniques), Site Specifications
 - Author 50% and 100% complete paper and electronic set of as built architectural documents for City review and acceptance.
 - Author 50% and 100% Architectural Tenant Criteria and Engineering Tenant Criteria Documents for City review and acceptance.

4.3 Special Environmental Systems Monitoring

- Special Environmental Systems Monitoring will include the following products:
- Any separate bid and/or construction documents needed for such systems.

- Applications or other requirements to apply for grants, special funds, or incentives that may be available as the project, and as agreed with City project management.

4.4 User Design Criteria Documents

User Design Criteria will include the following products:

- General description of the philosophy and goals of the ART farm, and identification of the elements and Special Area Criteria zones that accommodate its various users and tenants.
- Architectural Design Criteria Manual to provide information and guidance to User or Tenant designers as to capabilities, limitations and rules for fit up of spaces.
- Engineering Design Criteria Manual to provide information and guidance to User or Tenant engineers for electrical and MEP systems in spaces.

4.5 Tenant Coordination Related Activities Documentation

- Tenant Coordination will include the following products:
- Provide organized records of all submissions and other documents by Users, Tenants, and Artists during construction and fit-up phases.
 - Coordinate with general contractors to accommodate User, Tenant and Artist activities on site, including safe access to spaces, storage of materials, temporary water and power, and so on.

4.6 Bids and Negotiation

Bid and Negotiation will include the following products:

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

4.7 Construction Administration

Construction Administration will include the following products:

- Update construction drawings and specifications as needed.
- Review all change orders and submittals with City and maintain current file.
- Host, write and submit all meeting minutes and field notes from all site visits.
- All meeting minutes to be submitted in timely fashion.
- Work with construction vendor to create accurate recordings of all changes to the Plans and provide the City with a CD set of electronic as-built plans which accurately reflect the ART farm final construction.

- Organize and turn over all User, Tenant and Artist fit-up and installation documents as part of the ART form as built documentation and ongoing management information.

REGULATIONS

The project design must comply with all applicable federal and state laws and City ordinances and regulations.

The Project Team's recommendations should be informed by requirements in the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 791 et seq), and the Massachusetts Architectural Access Board (M.G.L. c. 22 § 13A).

COMPARATIVE EVALUATION CRITERIA

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

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

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

FACTOR 1 - Technical and Management Approach

The degree to which the Offeror's proposed personnel resources which must include either a letter of intent or a signed resume by the key personnel and the Consultant demonstrates the individual's ability to execute SOW requirements on the basis of strength of relevant education, training, depth and breadth of relevant experience.

Highly Advantageous: All of the personnel identified by the proposer are proven to possess a very high level of design and construction administration experience and performance. Resumes are included in the proposal for most of proposed personnel. All proposed personnel are currently performing functions similar to those proposed clearly above an adequate level of relevant experience to successfully perform the scope outlined herein.

Advantageous: All of the personnel identified by the proposer are proven to possess a high level of design and construction administration experience and performance. Resumes are included in the proposal for most of the proposed personnel. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.

Not Advantageous: Most but not all of the personnel identified by the proposer are proven to possess an adequate level of design and construction administration experience. Resumes are not included for any of the proposed support staff.

FACTOR 3 - Past Performance

The Offeror's proposal will be evaluated to determine the extent to which their performance demonstrates the ability of successful performance in providing high-quality services under in this scope and complexity of this solicitation. The City may choose to evaluate publicly available reports, media data. The City may use present and/or past performance data obtained from a variety of sources not just those contacts identified by the Offeror. The information gathered for past performance may be used in the responsibility determination.

Highly Advantageous: The proposal demonstrates the proposer's efficient and effective design and management of ten or more mixed use projects of similar or larger size and scope in settings similar to Somerville.

Advantageous: The proposal demonstrates the Proposer's efficient and effective design and management of six to ten mixed-use projects of similar size and scope in settings similar to Somerville.

Not Advantageous: The proposal demonstrates the proposer's efficient and effective design and management of less than six mixed-use projects of similar size and scope in settings similar to Somerville.

The Offeror shall provide references for minimum of three past references that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Recent is defined as within the last ten years. Reference is the work of similar complexity, magnitude, or type of work described in the SOW.

The City may consider the past performance of other companies when they are team members, affiliates, or significant subcontractors who will perform major critical aspects of the requirement when such information is relevant to the assignment; however, the Offeror must clearly explain how those other companies will be significantly involved in the proposed contract. The Offeror shall provide a detailed summary of the work performed for each past performance submitted. Where possible the City intends to interview each reference provided to verify

Highly Advantageous: The proposer's Plan demonstrates a comprehensive understanding of the SOW and a thorough attention to detail. The Plan is both cost effective and relevant to Somerville's specific needs.

Advantages: The proposer's Plan demonstrates a moderate understanding of the SOW and modest attention to detail. The Plan is not optimally cost effective and lacks certain aspects of relevance to Somerville's specific needs.

Not Advantageous: The proposer's Plan lacks a comprehensive understanding of the SOW and a thorough attention to detail, and is not cost effective nor relevant to Somerville.

FACTOR 2 - Key Personnel

The degree to which the Offeror's proposed personnel resources which must include either a letter of intent or a signed resume by the key personnel and the Consultant demonstrates the individual's ability to execute SOW requirements on the basis of strength of relevant education, training, depth and breadth of relevant experience.

Highly Advantageous: All of the personnel identified by the proposer are proven to possess a very high level of design and construction administration experience and performance. Resumes are included in the proposal for all proposed personnel. All proposed personnel are currently performing functions similar to those proposed clearly above an adequate level of relevant experience to successfully perform the scope outlined herein.

Advantageous: All of the personnel identified by the proposer are proven to possess a high level of design and construction administration experience and performance. Resumes are included in the proposal for most of the proposed personnel. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.

Not Advantageous: Most but not all of the personnel identified by the proposer are proven to possess an adequate level of design and construction administration experience. Resumes are not included for any of the proposed support staff.

FACTOR 3 - Past Performance

The Offeror's proposal will be evaluated to determine the extent to which their performance demonstrates the ability of successful performance in providing high-quality services under in this scope and complexity of this solicitation. The City may choose to evaluate publicly available reports, media data. The City may use present and/or past performance data obtained from a variety of sources not just those contacts identified by the Offeror. The information gathered for past performance may be used in the responsibility determination.

Highly Advantageous: The proposal demonstrates the proposer's efficient and effective design and management of ten or more mixed use projects of similar or larger size and scope in settings similar to Somerville.

Advantageous: The proposal demonstrates the Proposer's efficient and effective design and management of six to ten mixed-use projects of similar size and scope in settings similar to Somerville.

Not Advantageous: The proposal demonstrates the proposer's efficient and effective design and management of less than six mixed-use projects of similar size and scope in settings similar to Somerville.

The Offeror shall provide references for minimum of three past references that demonstrate recent and relevant past performance of similar scope, size and complexity of services identified. Recent is defined as within the last ten years. Reference is the work of similar complexity, magnitude, or type of work described in the SOW.

The City may consider the past performance of other companies when they are team members, affiliates, or significant subcontractors who will perform major critical aspects of the requirement when such information is relevant to the assignment; however, the Offeror must clearly explain how those other companies will be significantly involved in the proposed contract. The Offeror shall provide a detailed summary of the work performed for each past performance submitted. Where possible the City intends to interview each reference provided to verify

project scope, dollar value and obtain additional past performance information. The Office shall provide telephone, fax, and email for the point of contact for the technical and contractual personnel for each referenced project as well as a description of the referenced contract/purchase order.

2.4 Quality Requirements

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. Please complete the Quality Requirements form, below, and submit it with your completed bid. The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No Response" to items 1-7 or a failure to respond to any of the following minimum standards will result in disqualification of your bid.

1.	Is the Proposer capable of providing the Mechanical, Engineering, and Landscape Architectural Services, as described in the project summary?
2.	Has the Proposer five (5) or more years of experience in providing similar services to other communities and clients?
3.	Are you able to provide the Site Analysis as listed in Schematic Design, as requested in the specifications?
4.	Are you able to provide the Design Development and Construction Documents as requested in the specifications?
5.	Are you able to provide the construction administration as requested in the specifications?
6.	Have you supplied photographs and/or renderings of other work you have done in the past to other communities and clients?
7.	Have you provided at least three references, including names, addresses and phone numbers, to which the proposer has provided these kinds of Architectural, Engineering, and Landscape Architectural Services to other communities?
8.	Optional: Are you a Minority Supplier Diversity Office (MSD) WBE certified minority or woman owned business?

In order to provide verification of affirmative responses to items 1-7 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

2.5 Period of Performance

The period of performance for this contract begins on 9/15/15 and ends on 2/29/17.

2.6 Place of Performance

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

2.7 Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies and procedures. The vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the vendor to remove any vendor employee from city facilities for misconduct or safety reasons. Such rule does not reflect the vendor's responsibility to provide sufficient and timely service. The City will provide the vendor with immediate written notice for removal of employee through the Purchasing Department. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/legis/lawsandregulations/conflict-of-interest-in-public-official-and-employee-employment>. Vendors may be required to take the Conflict of Interest exam.

2.8 Vendor Personnel

The proposer shall clearly state who will staff the project as project manager, and the staff must demonstrate the ability to carry out the requirements of this contract. The Evaluation Committee will evaluate the number of full time equivalent with demonstrated ability to carry out this project and the reasonableness and distribution of proposed expertise.

2.9 Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the Purchasing Department. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or results from the performance of this SOW.

All documents, photocopies, computer data and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the Purchasing Department upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the Purchasing Director or as otherwise agreed by Purchasing Director and the Vendor).

The Contractor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the Purchasing Department. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter

without the prior written approval of the Purchasing Director. Requests to make such disclosure should be addressed in writing to the Purchasing Director.

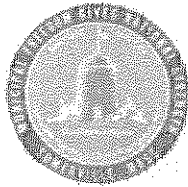
2.10 Deliverables

See product's section of the Scope. Vendor shall also provide for all day-to-day supervision, inspection and monitoring of all work performed to ensure compliance with the contract requirements. The contractor shall follow through to assure that all City and Contractor identified defects or omissions in the contract requirements are corrected.

**SECTION 3.6
RULE FOR AWARD**

The contract shall be awarded to the responsible and responsive proposer submitting the most advantageous proposed response, taking into consideration all evaluation criteria as well as price. The contract will be awarded within ninety (90) days after the bid opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the apparent lowest responsive and responsible bidder (or, for a contract requiring payment to the City, the apparent highest responsive and responsible bidder).

APPENDIX B
COPY OF ADVERTISEMENT



**CITY OF SOMERVILLE
PURCHASING DEPARTMENT
RFP # 15-10**

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

**Design, Engineering, Architectural, and Related Services
for the ArtFarm Project**

An Request for Proposals (RFP), including all specifications, may be obtained online:

<http://www.somervillema.gov/departments/finance/purchasing/bids>

or from the Purchasing Department, Somerville City Hall, 93 Highland Ave., Somerville, MA 02143 on or after July 22, 2015.

Sealed bids will be received until Wednesday, August 26, 2015 at 11:00 A.M. The Purchasing Director reserves the right to reject any or all bids if, in her sole judgment, the best interest of the City of Somerville would be served by so doing.

Please contact Alex Nosnik, Asst. Purchasing Director, x3400, or email anosnik@somervillema.gov, for information, and bid packages.

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

7/29/15 The Somerville Times

AWARDING AUTHORITY:

SC0004
Sawverde, City of
Purchasing Department
93 Highway Ave.
Sawverde, MN 56449

PROJECT NUMBER: SC9-16-16
Deadline: See
Estimate Number for cost
Time Period: See Proposal Order

CONTACT INFORMATION:

Buy Name: PHONE: 557 500 7800 EXT. 3100
FAX: 557 500 7800

CONTRACT INFORMATION:

PROJECT: Design Engineering and Construction and other related services for the City of Sawverde, MN
RFP#:

ESTIMATE INFORMATION:

- Architect
- Landscape Architect
- Interior
- Programmer
- Engineer
- Civil Engineer
- Geotechnical
- Public Works
- Public Works
- Other: Specify

READING FOR APPLICATION FORM:

See Page 11, 20 & 21

PROJECT PROGRAM AND ABSTRACT:

STATE of Minnesota Agency address is visible at
www.dhs.gov

ESTIMATE NUMBER:

ADDITIONAL INFORMATION:

APPENDIX C
PRICE PROPOSAL



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

November 6, 2015

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

Re: Explanation of Design Phasing, RFP 16-10, Design and Construction Administration, ArtFarm

Dear Mr. Grimley:

This scope for the above-referenced project will be split into two phases and will therefore have two discrete fees, as follows:

Phase	Fee
1: Design Services through 100% Schematic Design	\$98,500.00
2: Construction Drawings and Construction Administration	To be negotiated after phase 1.

Best regards,

Alex Nosnik
Assistant Director, Purchasing

Somerville City Hall • 93 Highland Avenue • Somerville, Massachusetts 02143
(617) 625-6600, Ext. 3400 • TTY: (617) 666-0001 • Fax: (617) 625-1344



www.ci.somerville.ma.us

Phase 1 Deliverables

Site Analysis as to Schematic Design Documents

Site Analysis as related to existing Schematic Design will include the following products:

- Stamped topographical site survey and boundary plan (provided by the City).
- Existing conditions plan based on site survey and environmental studies by the City.
- Schematic Design Alternatives. Schematic Design must be presented in illustrative plan. Models, perspective drawings and other representation strategies are encouraged.
- Conceptual plans for multiple-phases of construction over 5-10 years.
- Conceptual cost estimate for each Schematic program element and each phase.
- PowerPoint presentation or boards as necessary for all community meetings and public presentations (as-needed).
- Consultant must be prepared to answer detailed questions on layout, circulation, materials, program and planting recommendations for each Schematic Design.

Special Environmental Systems Monitoring

Special Environmental Systems Monitoring will include the following products:

- Any separate bid and/or construction documents needed for such systems.
- Applications or other requirements to apply for grants, special funds, or incentives that may be available to the project, and as agreed with City project management.

User Design Criteria Documents

User Design Criteria will include the following products:

- General description of the philosophy and goals of the ARTfarm, and identification of the elements and Special Area Criteria zones that accommodate its various users and tenants.
- Architectural Design Criteria to provide information and guidance to User or Tenant designers as to capabilities, limitations and rules for fit-up of spaces.
- Engineering Design Criteria Manual to provide information and guidance to User or Tenant engineers for electrical and MEP systems in spaces.

PROPOSED SCHEDULE

WEEK ONE (01/11/17 - 01/17/17) (Hatch Associates)

Meet with stakeholders; Dive deep into schematic design proposal.

Site report audit.

WEEK TWO (01/17/17 - 01/23/17) (Consultecon)

Continue SD proposal audit; Examine economic models.

WEEK THREE (01/23/17 - 01/29/17) (Will Ecology)

Establish two model schemes to move forward (one phased, the other reduced footprint); Examine alternate models for energy production;

Establish framework cost estimate narratives.

WEEK FOUR (01/30/17 - 02/05/17) (Team)

Refine two models, prep for meeting; Present initial findings to stakeholders; Obtain feedback and refine models.

WEEK FIVE (02/06/17 - 02/12/17) (Consultecon)

Review Structural; preliminary economic model; Finalize arch/landscape recommendation; Prepare final report.

WEEK SIX (Team)

Present final report to stakeholders; Establish final schematic direction.

WEEKS SEVEN AND EIGHT (Team/VJ Associates)

Develop final chosen direction into final schematic package for conceptual cost estimate.

Request for Price Proposal RFP 16-10

The undersigned proposes to supply and deliver the materials and services specified below in full accordance with the Contract Documents supplied by the City of Somerville entitled:

RFP 16-10, Design and Construction Administration, ArtFarm

The Offeror proposes to furnish and deliver the services specified at the following prices that include delivery, the cost of fuel, the cost of labor and all other charges related to successful completion of trips. Prices are to remain the same for the entire contract period.

Total Fixed Fee through 100% Schematic Design	\$ 98,500.00
Hourly Fee Schedule (for the length of the contract)	
Principal / Project Director	\$ 180.00
Project Manager	\$ 140.00
Other:	\$ 100.00
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$
Other:	\$

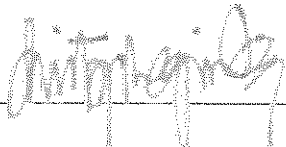
NAME OF COMPANY : _____ OVER, UNDER

ADDRESS: _____ 46 Waltham Street, Courtyard One

CITY/STATE/ZIP: _____ Boston, Massachusetts 02118

TELEPHONE/FAX/EMAIL: _____ 617.426.4466

NAME OF AUTHORIZED INDIVIDUAL: _____ Chris Grimley

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____ 



Alex Nosnik
Assistant Purchasing Department
Somerville City Hall
93 Highland Avenue
Somerville, MA 02143

October 26, 2015

Alex,

Attached is the price summary for our submission to the ArtFarm Request for Proposals #16-10. We understand that this offer will bind over,under and our team to the price submitted. This pricing proposal is firm for ninety (90) days.

Please note that this fee structure is for the SmArtFarm phase of the proposal only (hereto-forth referred to as 100% Schematic). We believe this will offer the best value by aligning aspirations with budgets early in the process. This proposal accounts for an eight week duration, and concludes with a single schematic direction for the project

Our proposal of the SMARTfarm phase at the outset reflects our desire to work with the city to find an ambitious and responsible outcome for this wonderful project.

As requested our hourly rates for additional work are listed below.

over,under	Bruner Cott	GroundView
Principal - \$180/hour	Principal - \$260 per hour	Principal - \$180/hour
Associate - \$140/hour	Senior Associate - \$200/hour	Designer - \$100/hour
Designer - \$100/hour	Designer - \$100/hour	

Consultants

SGH, Built Ecology, ConsultEcon, VJ Associates, Hayley Aldrich, Nitsch.
Hourly rates vary.

If you have any questions you may contact me via the channels below.
We look forward to the prospect of speaking with you about ARTfarm.

Regards,

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

Chris Grimley
Principal, over,under
46 Waltham Street, Courtyard One
Boston, MA 02113
T 617.426.4466
F Not Applicable
grimley@overcommaunder.com

APPENDIX D

PROPOSAL AND OTHER REQUIRED DOCUMENTS



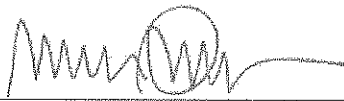
Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

Signature: 
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: over,under

Date: August 24, 2015

B. TAX COMPLIANCE CERTIFICATION

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

Signature: 
(Duly Authorized Representative of Vendor)

Name of Business or Entity: over,under

Social Security Number or Federal Tax ID#: TIN: 20-5129518

Date: August 24, 2015

 Print

Addendum No. 1 to RFP 16-10



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

To: All Parties on Record with the City of Somerville as Holding RFP 16-10
Art Farm Design Services

From: Alex Nosnik, Assistant Director, Purchasing

Date: August 13, 2015

Re: Answers to Questions

Addendum No. 1 to RFP 16-10

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

X

Name of Authorized Signatory
Title of Authorized Signatory

1. Reminder of Due Date of RFP: Proposals are due on 8/26/15 by 11 am.

Q. I cannot find any reference to a project budget or estimated construction cost. Has the City had any cost estimating done? If not, what is the basis for the preliminary project fundraising.

A. The City has not conducted any preliminary cost estimations. These cost estimations are a central component of this scope.

Q. What City departments or individuals will be represented on the designer selection committee?

A. The following City Departments will be represented on the evaluation committee: 1) Arts Council; 2), OSPCD; 3) Capital Projects & Planning; 4) Purchasing; 5) Potentially others.

Addendum No. 1 to RFP 16-10

Q. Will the chosen design team be responsible for designing and documenting up to 100% construction documents for all of the facilities shown in the baseline design or just the portion of the job that there are funds currently available with which to build?

A. A major component of this scope will include the finalization of the design, which in turn will require a robust cost estimation to ensure that the final design is in line with a realistic budget projection of current and future funding. As such, the assumption should be that the selected consultant and the City will work collaboratively to create a design that is in line with a realistic budget projection. The City's assumption is that this scope results in 100% construction documents.

Q. The RFP contains no budget or cost estimate; will a budget be made available prior to start of work?

A. The City has received two grants, to date, to help fund this work (both design and construction). They are in the amounts of \$460,000 and \$415,000. The City is confident that additional outside grants and/or City funding could be generated for this project.

Q. Does the City have a ready source of available shipping containers?

A. The City has conducted some initial market research of companies that sell re-purposed shipping containers, but does not have any ready sources.

Q. The construction methods implied are atypical and therefore likely expensive; has there been a conceptual cost estimate done on the 'schematic design' as presented in the RFP?

A. There has been no robust cost estimate conducted.

Q. Are all of the interior spaces intended to be conditioned so they are usable year-round?

A. It likely depends on the final programmatic decisions for the site, which will be finalized during the initial period of this scope. It should be assumed that at least some of the containers / spaces will be conditioned so as to be usable all year. If this is not cost feasible, the City is amenable to re-considering.

Q. It appears the architectural portions of the project are to be semi-permanent; is there an approximate target for how long they should be designed to last?

A. The City has not conducted a life cycle analysis of the proposed site, but a realistic initial timespan might be an estimated 8-12 years.

Q. Has any life-cycle analysis been completed or would this be in the consultant's scope?

A. See above. Yes, this would be part of the consultant's scope.

Q. How many square feet of fully-conditioned buildings are proposed?

A. This will be determined as a part of the final design process and will depend largely on cost estimation and final programmatic decisions.

Q. How many square feet of pavilions or un-conditioned buildings are proposed?

A. See above; this will be finalized as a part of this scope and as a part of finalizing the design.

Addendum No. 1 to RFP 16-10

Q. What assumptions are you making about phasing over time? How much of the 'schematic design' to do intend to build in the Phase

A. Again, this will largely depend on the cost estimation and the perceived difficulty of the construction.

Q. In similar developments, leased retail space pays for future construction or operations and upkeep of the facilities. Does the City intend to generate revenue on the site with retail or in other ways?

A. Yes; the City has assumed that this site will likely be revenue generating.

Q. Is the attached concept package the entirety of the current schematic design, and are CAD plans or other documentation available?

A. There are no additional plans. All current plans / drawings / etc. have been included as an attachment to the RFP. Other formats of the attached might be able to be available post award.

Q. How committed is the City to utilizing shipping containers for structure? Relatedly, what is the architect's role in the buildings' design?

A. The City is fairly committed to shipping containers Not sure what is meant by the architect's role question? The entire inter-disciplinary design team will be involved in finalizing the design.

Q. Do you conceive the overall strategic thinking or master planning to be complete, or will the architect contribute to this?

A. The current design is a schematic design. The design team will develop and finalize the design.

Q. 1.0 Summary, paragraph 7 A Cost estimator was not specifically called for in the list of consultants, however we would recommend that one be included on the consultant team to verify the owner provided estimate. Please confirm this is acceptable.

A. The City is open to all potential disciplines as members of inter-disciplinary teams.

Q. 3.1 Site Analysis as to Schematic Design | Does the City of Somerville have existing conditions geotechnical and soils reports that they will be providing during this Analysis phase?

A. All of the City's current conditions and reports have been attached to the RFP. If you believe that additional work is necessary, please suggest and include this in your proposal.

Q. 3.3 Environmental Engineering and Testing | "Assessment, testing, risk characterization, monitoring, design and construction administration of potential site and building hazardous materials conditions, contamination and abatement/ remediation. "Can you provide further clarification as to the expected extent of scope for this task?"

A. Please see the LSP report that is attached to the RFP. All designs have to be in line with the LSP report and any potential restrictions therein.

Addendum No. 1 to RFP 16-10

Q. 3.6 Tenant Coordination Related Activities | “Tenant Coordination Related Activities will include the following tasks: Design and provide documents to track activities of User and Tenants and their designers and builders during the general construction phase of work.” Can you clarify further when the intended timeline for this would be? For example is this concurrent with the anticipated April 2016 – January 2017 construction schedule?

A. It is anticipated that the consultant will work to help finalize a tenant strategy as a part of the final design, but that the tenant coordination activities will not begin in earnest until after the construction bid is released.

Q. 4.1 Site Analysis as to Schematic Design Documents | Can you please confirm the frequency of community meetings and public presentations that we should account for in our proposal?

A. Since the current design is a product of an extensive public process, it is assumed that there will not have to be a continued, significant public process. The City assumes that if there is a need for an additional public meeting (or two) that City staff will run these meetings, but that the consultants would likely help prepare for these meetings.

Q. Can a Landscape Architecture firm pursue the project as Prime Consultant? If not, please specify the requirement.

A. The City is happy to receive proposals from any assortment of inter-disciplinary teams. The City is not concerned with the particulars of who primes and who subs, so long as the proposed team is comprehensive.

Addendums

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

ACKNOWLEDGEMENT OF ADDENDUMS:

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

Addendum No. 1 to RFP 16-10



Mark Pasnik

Name of Authorized Signatory

Principal, over, under

Title of Authorized Signatory

ARTfarm Somerville.

Request for Proposals #16-10
Engineering, Architecture, and
Design Services for ArtFarm

over,under Bruner/Cott GroundView

Alex Nosnik

ASSISTANT PURCHASING DEPARTMENT

Somerville City Hall
93 Highland Avenue
Somerville, MA 02143

Alex,

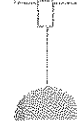
We love Somerville.

We love the arts.

We cannot imagine a more exciting project to combine these than the ARTfarm.

Allow us to introduce ourselves.

over,under
48 Waltham Street, Courtyard One
Boston, Massachusetts 02113
grinley@overoommaunder.com
T 617.426.4466
F Not Applicable
Contact: Chris Grinley



In response to the City of Somerville's solicitation for the ARTfarm (RFP # 16-10) we have joined together a number of talented designers from **over,under**, **Bruner/Cott**, and **GroundView** along with a wider team of expert consultants. We are excited by the ambitions of the ARTfarm to bring joy and pride to the Somerville community while providing an ecologically sustainable, physically accessible, socially inclusive, and economically empowering mix of urban spaces, landscapes, and facilities for engagement with and enjoyment of art.

Our three practices have designed a diverse set of vibrant, dynamic places with values and ambitions that align with the Art Farm: community non-profits, art centers, exhibitions, outdoor theaters, and public parks.

The ARTfarm's exciting goals, enthusiastic stakeholders, prime location, generous grant support, and availability of committed city staff all combine to create an extraordinary opportunity for Somerville to redouble its commitment to leadership in the arts while expanding on its urban, social, and environmental innovation. The schematic concept depicts an exciting range of programs and facilities, but now needs technical and cost detail. Our team is built to take on the concept's site-specific engineering, fiscal and operational challenges with the utmost creativity, technical rigor, and collaborative spirit.

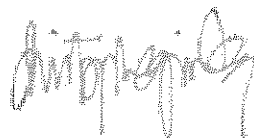
The strength of this team lies in the collaboration of the three design firms, a multi-faceted group that has demonstrated thoughtful design leadership, a track record of successful on-budget implementation of arts and public realm projects, and is able to support the city's continued engagement with the public while developing consensus around achievable goals.

Our team's specific credentials—ranging from the design and construction of prototype units, to phased arts complexes, to engaging and sustainable public environments—is summarized in the next sections (see page 6 and 15). In conjunction with our estimator, we have completed a preliminary exercise that suggests a probable construction cost for the baseline schematic design that exceeds the identified funds many times over. For this reason, we recommend an **initial program verification and strategic workshop** phase, what we are terming the "SMARTfarm" phase, at the project's outset, to ensure that budget, economic development potential, and project scope are aligned well. Such an approach will put economic viability as a key goal in the making of a place with vitality. Further details are outlined in our proposal (see page 8) and we look forward to working with the City of Somerville to develop a project of high value to the community within an achievable budget.

The design team's core strengths and experiences are complemented by a collection of excellent consultants (see page 75) enlisted for their ability to support the special requirements of the ARTfarm, including: **Simpson Gumpertz & Heger** (structural), **Nitsch Engineering** (civil engineering, WBE), **WSP Group** (sustainable design and MEP engineering), **VJ Associates** (cost estimating), **Haley Aldrich** (environmental and geotechnical), **Lumen Studio** (lighting), and **RW Sullivan** (code). In-house team members will provide guidance on public art and interpretive strategies. **ConsultEcon** (economic planning) and **Mimi Zeiger** (cultural planner) will round out the team's strategic thinking, supporting the mission for economic and cultural engagement.

Outlined fully in response to the RFP, this proposal is firm for ninety (90) days (for additional forms, see page 115).

We look forward to the prospect of working on this important and innovative commission, which demands open creativity to develop a remarkable place as well as the capacity to deliver within a budget and schedule. Our team can answer these competing demands and create a result that will bring joy and pride to many who visit or call Somerville home.



Chris Grimley
Principal
Project Manager
over,under



Jason Forney
Principal
Associated Architect
Bruner/Cott

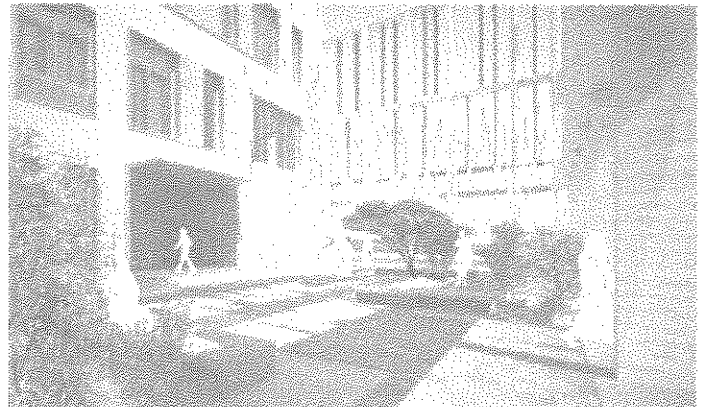
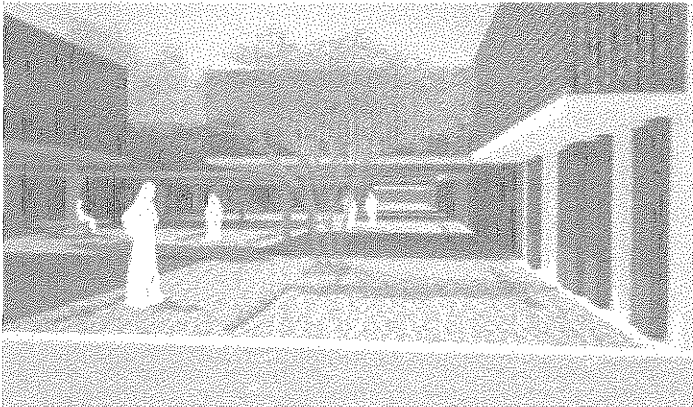


Eden Dutcher
Principal
Landscape Architect
GroundView

Why this team

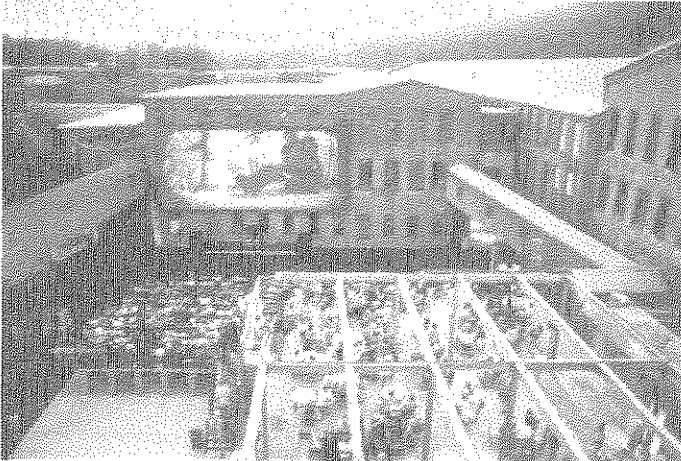
Our Past Performance (Further Detail on Page 15)

This proposal presents an award-winning team that combines international design quality with local roots and a deep understanding of Somerville. The process will be led by **over,under**, a multidisciplinary studio focused on architecture, urban design, and with deep experience in arts-related projects and programming. The firm will work in tandem with two others: **Bruner/Cott** as associated architect and advisors and **GroundView** as landscape architects. Credentials for each are outlined below as well as their particular relevance to the ARTfarm commission.



over,under (prime/managing consultant, architect, more information on page 20) worked previously with the City of Somerville in collaboration with GroundView at Chuckie Hat's Park and has designed a museum in Guatemala, a university visitor center and an art school in Doha, and way-finding for deCordova Sculpture Park and Museum's entire campus. The team brings a special understanding of the programming and public engagement functions, having curated nearly three dozen exhibitions through the office's pinkcomma gallery. The most recent of these is the Design Biennial Boston currently on the Rose Kennedy Greenway, which highlights emerging designers in a public context. The firm thrives on working in arts-related contexts and will manage the team and process of translating the ARTfarm design vision into an executable project. Our history with similar approaches goes back several years, including a study for the Tower 29 project that employed prefabricated, repeated modular buildings to make public spaces and facilities for designers to collaborate. We more recently designed, managed, and oversaw construction of a prefabricated structural enclosure system forming a prototype villa unit for a resort master plan.

Bruner/Cott (associated architect, more information on page 42) brings perspective and expertise to the team, with deep experience in planning, arts, and sustainable design. Bruner/Cott was founded forty-three years ago with a commitment to the idea that thoughtful design can make a positive difference in people's lives. The team is experienced with arts projects, most notably the master plan and full architectural services for the Massachusetts Museum of Contemporary Art (MASS MoCA) in North Adams, MA, now realizing its third phase. The firm designed the Lunder Arts Center in Porter Square, the home to Lesley University's College of Art and Design. Bruner/Cott is also a leader in the sustainable design field, including a new net-zero energy and net-zero water building at Hampshire College in Amherst, MA.



GroundView (landscape architect, more information on page 58) has collaborated on the design of major arts facilities and public open spaces nationwide. The firm is based locally, in East Somerville, just blocks from the ARTfarm site. The team has designed two projects in Somerville: the award-winning Franklin Forum Park and Symphony Park (currently under construction). GroundView is a SDO certified (women owned) WBE.



How we will work

Our Technical and Managerial Approach (Further Detail on Pages 86 and 113)

We listed the three traits—creativity, technical rigor, and collaborative spirit—as most necessary for the ARTfarm project. To achieve as many of the potential uses of the site as elegantly and cost effectively as possible, Somerville needs creative approaches to construction. To deal responsibly with a contaminated, post-industrial site and inaugurate a bellwether for a low-carbon future, Somerville needs technical experts to rigorously model the economic and ecological performance of the proposed facilities. To genuinely comprehend and appreciate stakeholder aspirations, to coalesce and parse those aspirations into feasible and site-specific scenarios, Somerville needs listeners and collaborators.



What is SMARTfarm?

In preparation for this proposal our core design team (over,under, Bruner/Cott, GroundView) along with our cost estimator VJ Associates conducted a preliminary analysis that places the probable costs associated with the program depicted in the baseline schematic design conservatively at \$12-\$15 million (though likely higher). This reveals a mismatch between the costs and our assumptions about the eventual budget, which we imagine to be significantly lower. As any project proceeds toward construction, our collective abilities to control costs fall sharply. Early in the project is the moment we are most empowered to control costs and ensure that the final proj-

ect will meet expectations. As such, we propose an expansion to the City's proposed scope of work: a budget, program, and design verification phase we call: SMARTfarm (Strategic Metrics for a successful ARTfarm).

In this six-week phase, our core team will meet with the client and stakeholders to understand their aspirations and needs. We will analyze the baseline schematic design, with an eye for potential changes that deliver greater value. For instance, we will examine the cost and environmental possibilities of modified, repurposed shipping containers alongside other low-cost, low-carbon building types we might consider as supplements to portions of the container-based development. Our environmental engineers (Hayley Aldrich) will conduct an audit of the site utilizing existing documents.

The team's design and engineering will provide metrics (building life cycle, carbon footprint, water usage and quality, pollution mitigation and remediation) to support client and stakeholder decision-making. Together with our economic planner (ConsultEcon) we will outline data-driven, sustainable economic approaches to the site.

Midway through this phase we will develop up to two feasible, fast-track, implementable models for the project. One type, "the incubation model," is a phased implementation that prioritizes certain culture-defining uses and facilities from the start, while developing strategies for funding additional build-out as the site generates revenue and alternate funds become available. A second type, "the lean model," will utilize a program prioritization matrix in which multiple programs and facilities are evaluated on various scales—construction cost, carbon input/output, number of constituents served, etc. This model empowers stakeholders with enough data and feel for possible outcomes to informatively and democratically steer the project. This model allows the team to properly size the project, eliminate waste, and maximize value for a single design and construction effort.

We will again meet with the client and stakeholders to review the models and select the best approach. A final report will update stakeholders on the design's progress, establish short- and long-term next steps, and allow our design team to properly scope the design and construction effort.

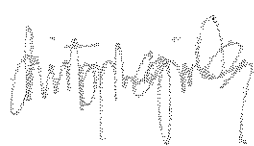
How to Proceed?

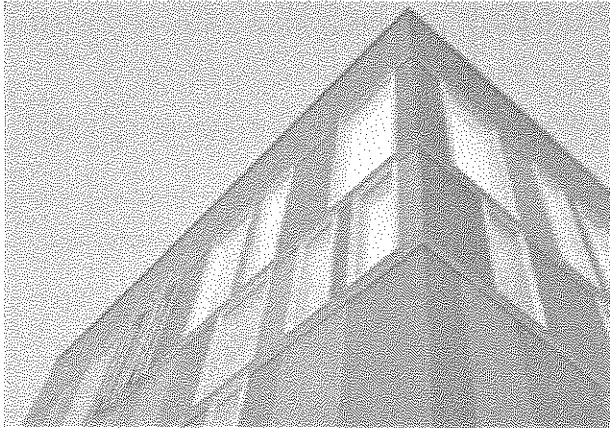
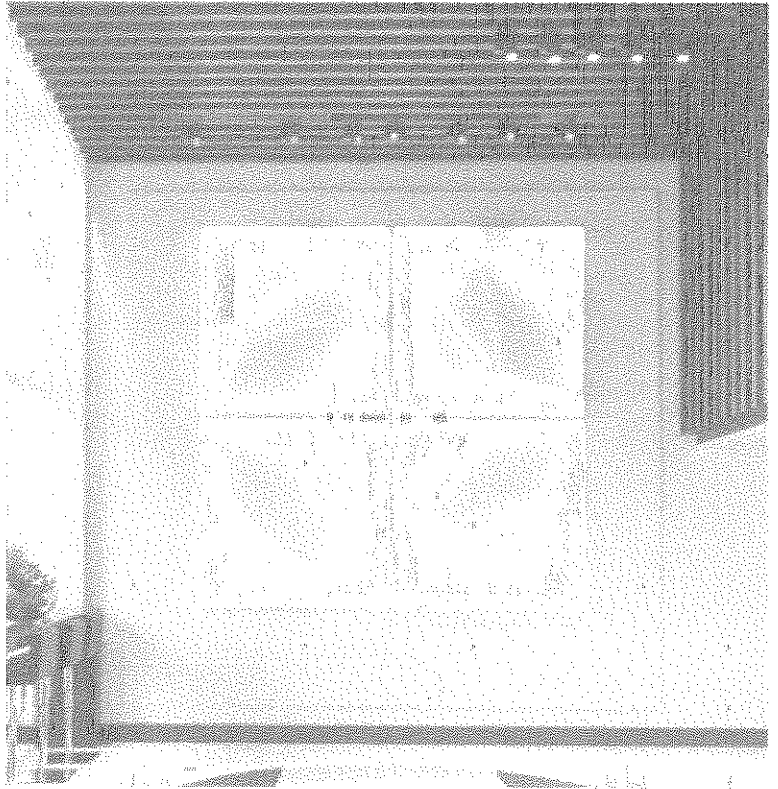
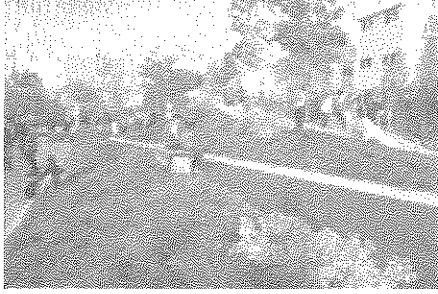
Ultimately the SMARTfarm phase will save the City money, time, and constituent goodwill, because the design, management, and construction efforts will be sized appropriately to the budget and an achievable economic model. Coming out of the SMARTfarm phase, our team will be fully prepared to take on the phases of technical design outlined in the RFP, including: Schematic Design (which can be highly streamlined), Special Environmental Systems Documents, Environmental Engineering and Testing, User Design Criteria Documents, Design and Construction Documents, Tenant Coordination Related Activities, Bids and Negotiation, and Construction Administration.

Who we are

Our Key Personnel (Further Detail on Page 90)

Our team's key players are presented in subsequent materials, including resumes of all the leadership from the three core design firms as well as the consultant team. **Chris Grimley of over,under** will be project manager in conjunction with Mark Pasnik as principal architect. They are joined by **Jason Forney from Bruner/Cott** and **Eden Dutscher from GroundView** as principals who coordinate their firm's work with the larger team. As per the requirement of the RFP, we note that the resumes presented in this document reflect those individuals who will be committed to the project accordingly. Their background experience and those of the larger team will ensure the team's ability to execute the scope of services expected by the City of Somerville.





APPENDIX E
DESIGNER APPLICATION FORM

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)	1. Project Name/Location For Which Firm Is Filing: ARTIFARM DESIGN SERVICES SOMERVILLE, MA	2. Project # RFP # 16-10 This space for use by Awarding Authority only.
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3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work: OVER, UNDER 46 WALTHAM STREET, COURTYARD ONE BOSTON, MA 02118	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: CHRIS GRIMLEY
---	---

3b. Date Present and Predecessor Firms Were Established: 01 JULY 2006	3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:
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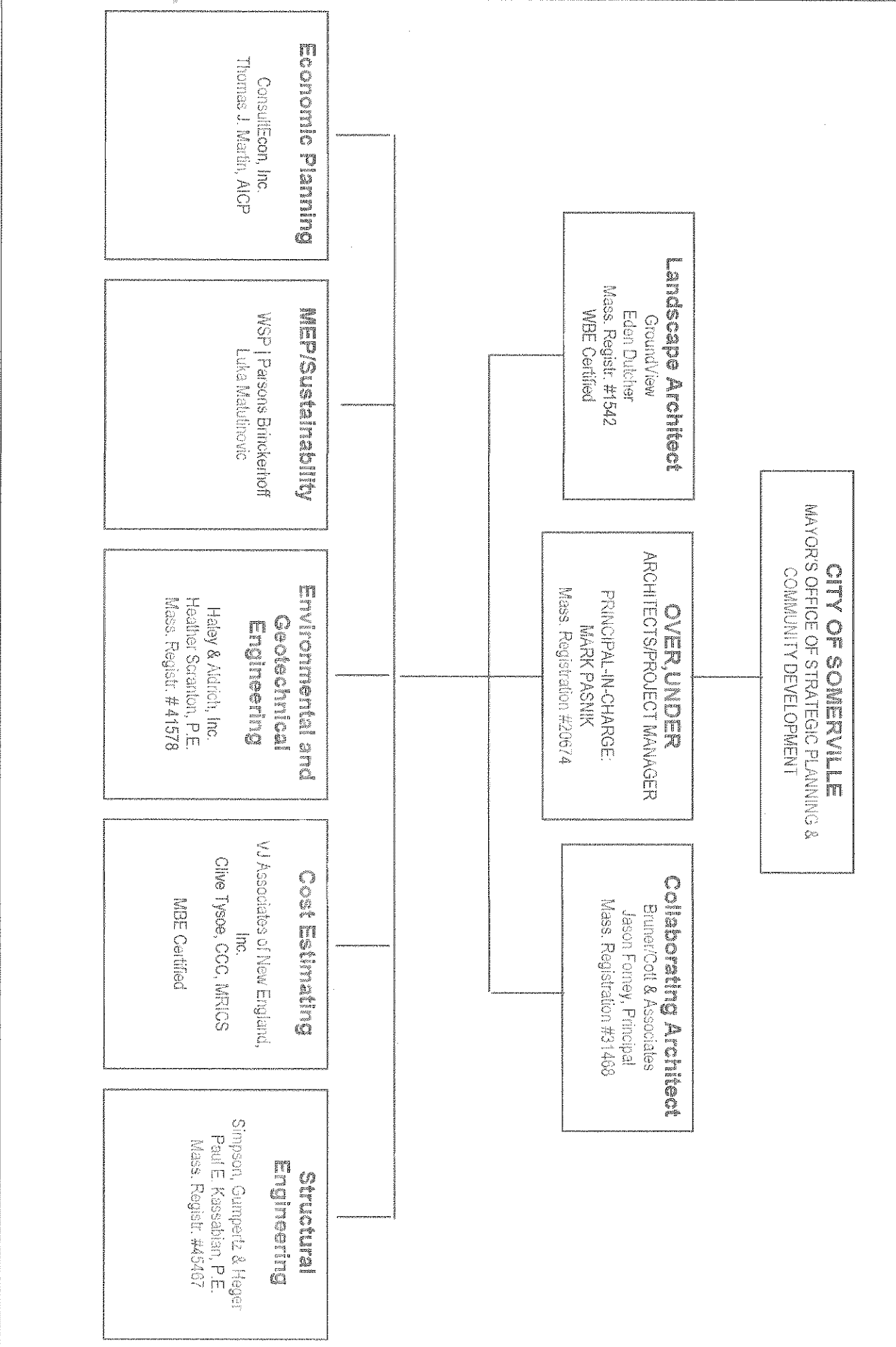
3c. Federal ID #: 20-5129518	3g. Name and Address Of Parent Company, If Any:
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3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): MARK PASNIK Email Address: PASNIK@OVERCOMMUNDER.COM Telephone No.: 617-426-4466 Fax No.:	3h. Check Below if Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>
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4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																									
Admin. Personnel Architects Acoustical Engrs. Civil Engrs. Code Specialists Construction Inspectors Cost Estimators Drafters	<table border="1"> <tr> <td>()</td> <td>Ecologists</td> <td>()</td> <td>Licensed Site Profs.</td> <td>()</td> <td>Other</td> <td>()</td> </tr> <tr> <td>7</td> <td>Electrical Engrs.</td> <td>()</td> <td>Mechanical Engrs.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>()</td> <td>Environmental Engrs.</td> <td>()</td> <td>Planners, Urban/Reg.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>()</td> <td>Fire Protection Engrs.</td> <td>()</td> <td>Specification Writers</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>()</td> <td>Geotech. Engrs.</td> <td>()</td> <td>Structural Engrs.</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>()</td> <td>Industrial Hygienists</td> <td>()</td> <td>Surveyors</td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>()</td> <td>Interior Designers</td> <td>()</td> <td></td> <td>()</td> <td></td> <td>()</td> </tr> <tr> <td>()</td> <td>Landscape Architects</td> <td>()</td> <td></td> <td>()</td> <td>Total</td> <td>7</td> </tr> </table>	()	Ecologists	()	Licensed Site Profs.	()	Other	()	7	Electrical Engrs.	()	Mechanical Engrs.	()		()	()	Environmental Engrs.	()	Planners, Urban/Reg.	()		()	()	Fire Protection Engrs.	()	Specification Writers	()		()	()	Geotech. Engrs.	()	Structural Engrs.	()		()	()	Industrial Hygienists	()	Surveyors	()		()	()	Interior Designers	()		()		()	()	Landscape Architects	()		()	Total	7
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No
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6. List ONLY Those Prime And Sub Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/MBE Status, If Applicable.



<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
<p>a. Name and Title Within Firm: Mark Pasnik, Principal</p>	<p>a. Name and Title Within Firm: Chris Grimley, Principal</p>
<p>b. Project Assignment: Architect – Principal-in-Charge</p>	<p>b. Project Assignment: Architect – Project Manager</p>
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: 46 Waltham Street Courtyard One Boston, MA 02118</p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: 46 Waltham Street Courtyard One Boston, MA 02118</p>
<p>MBE <input type="checkbox"/> WBEB <input type="checkbox"/></p>	<p>MBE <input type="checkbox"/> WBEB <input type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u>9</u> With Other Firms: <u>11</u></p>	<p>d. Years Experience: With This Firm: <u>9</u> With Other Firms: <u>9</u></p>
<p>e. Education: Degree(s) /Year/Specialization Master in Design Studies (1994-95), Harvard University Graduate School of Design Bachelor of Architecture (1989-94), Cornell University</p>	<p>e. Education: Degree(s) /Year/Specialization Master of Architecture (1997-00), University of British Columbia Bachelor of Interior Design (1981-85), Ryerson University</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2009 Mass. Registration #20674 AIA #30354216</p>	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number MA</p>
<p>g. Current Work Assignments and Availability For This Project Mr. Pasnik is an associate professor at Wentworth Institute of Technology, and co-director of over, under's pinkcomma gallery, as well as a member of the Boston Art Commission. He will be available 50% on ArtFarm.</p>	<p>g. Current Work Assignments and Availability For This Project Mr. Grimley is currently finishing HAQLab Pittsburgh: Imagining the Modern, an exhibit in Pittsburgh's Carnegie Museum of Art, and teaching as an adjunct professor at Northeastern University. He will be available 80% on ArtFarm.</p>
<p>h. Other Experience and Qualifications Relevant To The Proposed Project (Identify Firm By Which Employed, If Not Current Firm): <ul style="list-style-type: none"> • Heroic, Concrete Architecture and the New Boston published by Monacelli Press • Qatar Foundation Art School Building Upgrade, Doha, Qatar - Development of a new facade, public spaces, and entries for an existing university building • Qatar Foundation Visitor Center Competition, Doha, Qatar - Study for an interactive visitor center with display systems and galleries as well as courtyards and gardens • deCordova Sculpture Park and Museum, Lincoln, MA - Brand Guidelines and environmental 31 way-finding for deCordova • Al Maryah Island, Abu Dhabi, UAE - Architectural guidelines for Abu Dhabi's new financial district • Atelier 505, Boston, MA - Competition-winning design for housing, theaters, and retail at the Boston Center for the Arts (while at Machado Silvetti) </p>	<p>h. Other Experience and Qualifications Relevant To The Proposed Project (Identify Firm By Which Employed, If Not Current Firm): <ul style="list-style-type: none"> • Heroic, Concrete Architecture and the New Boston published by Monacelli Press • Al Maryah Island, Abu Dhabi, UAE - Architectural Guidelines for Abu Dhabi's new financial district • Al Maryah Island Utilities Screens, Abu Dhabi, UAE - Architectural screens for city utility plants. • Qatar Foundation Visitor Center Competition, Doha, Qatar - Study for an interactive visitor center with display systems and galleries as well as courtyards and gardens • Getty Villa, Malibu, CA - Gallery and gallery furniture design as part of larger museum transformation (while at Machado Silvetti) • Dartmouth College Visual Art Center, Hanover, NH - Arts center building (while at Machado Silvetti) </p>

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question #6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
<p>a. Name and Title Within Firm: Eden Dutcher, Principal</p>	<p>a. Name and Title Within Firm: Wilson Martin, Principal</p>
<p>b. Project Assignment: Landscape Architecture – Director of Technical Landscape Architecture</p>	<p>b. Project Assignment: Landscape Architecture – Design Principal / Principal-In-Charge / Project Manager</p>
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: GroundView 5 Dell Street Somerville, MA 02145</p> <p>MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/></p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: GroundView 5 Dell Street Somerville, MA 02145</p> <p>MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u>6</u> With Other Firms: <u>11</u></p>	<p>d. Years Experience: With This Firm: <u>11</u> With Other Firms: <u>4</u></p>
<p>e. Education: Degree(s) / Year/Specialization Bachelor of Landscape Architecture, Iowa State University 1998</p>	<p>e. Education: Degree(s) / Year/Specialization Bachelor of Landscape Architecture, Iowa State University 2000 Master of Landscape Architecture, Harvard University 2004</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number First registered as Landscape Architect in California in 2002 Massachusetts Landscape Architectural License #1542</p>	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number MA</p>
<p>g. Current Work Assignments and Availability For This Project: Symphony Park, currently requiring 40% of Ms. Dutcher's time, to be complete in Fall 2015. Grain Mill Alley, requiring 25% of Ms. Dutcher's time is ongoing. Healey Mystic Master Plan, requiring 25% of Ms. Dutcher's time is ongoing. Dutcher's current availability is approximately 10%. Ms. Dutcher's project availability, beginning Fall 2015, is approximately 50%.</p>	<p>g. Current Work Assignments and Availability For This Project: El Dorado Entertainment District, currently requiring 50% of Mr. Martin's time, will be partially complete in Fall 2015, requiring less time. Mr. Martin's current availability is 45%. Mr. Martin's projected availability, beginning summer 2015, is approximately 70%.</p>
<p>h. Other Experience and Qualifications Relevant To The Proposed Project. (Identify Firm By Which Employed, If Not Current Firm): Ms. Dutcher's is a licensed landscape architect with seventeen years of experience working with communities on public open space including multiple projects in Somerville and Lexington, Massachusetts. During her six years at Halvorson Design, Ms. Dutcher worked on various projects at Williams College, Center City Park in Greensboro, North Carolina, as well as Boston's Frieda Garcia Park and Titus Sparrow Park. Before that, Ms. Dutcher's worked on public open space projects in Northern California for Callendar Associates and in the midwest at Dunbar/Jones.</p>	<p>h. Other Experience and Qualifications Relevant To The Proposed Project. (Identify Firm By Which Employed, If Not Current Firm): Mr. Martin has led the design and management of many GroundView projects including Over Transit Center, Kohl Plaza and Roof Gardens, and Hawken School. Since 2004, Martin has frequently taught courses, studios and seminars at Harvard Graduate School of Design. Before starting GroundView, Martin worked at Hargreaves Associates in San Francisco, before that, Philadelphia's Olin Partnership.</p>

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
<p>a. Name and Title Within Firm: Jason Forney, AIA, LEED AP Principal</p>	<p>a. Name and Title Within Firm: Greg Russell, AIA Associate</p>
<p>b. Project Assignment: Collaborating Architect – Principal</p>	<p>b. Project Assignment: Collaborating Architect – Project Architect</p>
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Bruner/Cott & Associates, Inc. 130 Prospect Street Cambridge, MA 02139</p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Bruner/Cott & Associates, Inc. 130 Prospect Street Cambridge, MA 02139</p>
<p>d. Years Experience: With This Firm: 13 With Other Firms: 7</p>	<p>d. Years Experience: With This Firm: 11 With Other Firms: 14</p>
<p>e. Education: Degree(s) /Year/Specialization North Carolina State University, Bachelor of Architecture (1994) North Carolina State University, Bachelor of Environmental Design (1993)</p>	<p>e. Education: Degree(s) /Year/Specialization University of Virginia, Bachelor of Architecture (1993) Massachusetts Institute of Technology, Master of Architecture (1999)</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number Year First Registered: 2011 Architecture MA #31468</p>	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number Year First Registered: 2010 Architecture MA #50186</p>
<p>g. Current Work Assignments and Availability For This Project Yale Divinity School Green Village Hampshire College R.W. Kern Center MASS MoCA Phase III Available immediately.</p>	<p>g. Current Work Assignments and Availability For This Project: Harvard Club of Boston Available immediately.</p>
<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm) Amherst College Powerhouse Student Event Space Lunder Arts Center, Lesley University College of Art & Design MASS MoCA Sol Lewitt Gallery MASS MoCA, Phase 3 Macalester College, Institute for Global Citizenship University of Maine, New Media and Wyeath Family Art Center</p>	<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm): Fort Mason Design Competition Harvard University, Blackstone Renovation Lunder Arts Center, Lesley University College of Art & Design DeCordova Museum, Visitor Station & Store Addition (Urban Instruments) MIT Museum Building Improvements (Urban Instruments) Raleigh-Durham International Airport, Triangle Icon Sculpture Installation (Urban Instruments)</p>

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
<p>a. Name and Title Within Firm: Paul E. Kassabian, P.E., Senior Project Manager</p>	
<p>b. Project Assignment: Structural Engineering</p>	
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Simpson Gumpertz & Heger Inc. 41 Seyon Street, Building 1, Suite 500 Waltham, MA 02453</p>	<p>MBE <input type="checkbox"/> WBE <input type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u>12</u> With Other Firms: <u>4</u></p>	
<p>e. Education, Degree(s) /Year/Specialization S.M. / 2003 / Civil and Structural Engineering / Massachusetts Institute of Technology M.Eng. / 1997 / Civil and Structural Engineering / Cambridge University (UK)</p>	
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2003 / Professional Engineer / MA License No. 45467 (Structural)</p>	
<p>g. Current Work Assignments and Availability For This Project: Mr. Kassabian is working on several projects concurrently. He has availability in his schedule to meet the requirements of this project.</p>	
<p>h. Other Experience and Qualifications Relevant To The Proposed Project (Identify Firm By Which Employed, If Not Current Firm):</p> <ul style="list-style-type: none"> • BluHome, USA. (Specific and generic designs of multiple structures for modular home design/build firm. Over 120 houses built.) • Suspended Bicycles, Boston, MA. (For exhibition "Let's talk about bikes" at Boston Society of Architects, June 2012, for over, under.) • Vertical mesh screen and plaza substructure, New Haven, CT. (Landscape project for Landworks Studio on Yale campus.) • Roof canopy structures, West 12th Street, New York, NY. (Structural concepts for lightweight, high-tech roof canopy structures for private residence with Reed Hilderbrand.) • Harbor Park Pavilion, Rose Kennedy Greenway, Boston, MA. (Design for new public facility to serve as the gateway to the Boston Harbor Islands including two, complex curved, composite concrete and steel canopies. In collaboration with Ullie). • Saint Gobain Innovation Center, Northboro, MA. (Structural analysis and design of a multi-purpose innovation center including stacked open plan and auditorium spaces. In collaboration with NADAAA) 	

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
<p>a. Name and Title Within Firm: Tom Martin</p>	<p>a. Name and Title Within Firm: Elena Kazias</p>
<p>b. Project Assignment: Economic Planning – Principle in Charge</p>	<p>b. Project Assignment: Economic Planning – Project Manager</p>
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: ConsultEcon, Inc, 545 Concord Avenue, Suite 210 Cambridge, MA 02138</p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: ConsultEcon, Inc, 545 Concord Avenue, Suite 210 Cambridge, MA 02138</p>
<p>d. Years Experience: With This Firm: <u> 35 </u> With Other Firms: <u> </u></p>	<p>d. Years Experience: With This Firm: <u> 15 </u> With Other Firms: <u> 8 </u></p>
<p>e. Education: Degree(s) Year/Specialization Bachelor of Arts Master's Degree in Planning</p>	<p>e. Education: Degree(s) Year/Specialization Bachelor of Arts in Economics, 1991, University of Massachusetts at Boston Studies in the fine arts, 1991-1992, School of the Museum of Fine Arts Studies in the fine arts, 1996-1998, 2015 Massachusetts College of Art Graduate business course studies, 1994-1995, Harvard University Extension School</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number American Institute of Certified Planners</p>	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number M/A</p>
<p>g. Current Work Assignments and Availability For This Project</p>	<p>g. Current Work Assignments and Availability For This Project</p>
<p>Mr. Martin currently has an average work load including current management of a number of projects including children's museum, environmental center and cultural center. Mr. Martin is available to work on this project through the end of the year.</p>	<p>Ms. Kazias is currently working on a number of projects, including an IMAX theater reuse, a cultural center and conference and meeting facilities project. Ms. Kazias is available to work on this project through the end of the year.</p>
<p>h. Other Experience and Qualifications Relevant To The Proposed Project (Identify Firm By Which Employed, If Not Current Firm):</p>	<p>h. Other Experience and Qualifications Relevant To The Proposed Project (Identify Firm By Which Employed, If Not Current Firm):</p>
<p>Mr. Martin has many years of experience working locally or nationally on arts, cultural and recreational projects, many of which have been successfully implemented.</p>	<p>Ms. Kazias has many years of experience with feasibility, business planning and implementation studies for arts and cultural projects and is active in the local arts community.</p>

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question #6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project should the team be selected.</p>	
<p>a. Name and Title Within Firm: James Stevens</p>	
<p>b. Project Assignment: Economic Planning – Planner</p>	
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: ConsultEcon, Inc, 545 Concord Avenue, Suite 210 Cambridge, MA 02138</p>	<p>MBE <input type="checkbox"/></p> <p>WBE <input type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u> 9 </u> With Other Firms: <u> 4 </u></p>	
<p>e. Education: Degree(s) /Year/ Specialization Bachelor of Arts Master's Degree in Planning</p>	
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number N/A</p>	
<p>g. Current Work Assignments and Availability For This Project: Mr. Stevens is currently working on a number of assignments including arts, cultural and recreational projects. Most of the projects are long term projects. Mr. Stevens is available to work on this project through the end of the year.</p>	
<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, if Not Current Firm): Mr. Stevens has many years of experience working locally or nationally on arts, cultural and recreational planning projects, including a Somerville Nexus study and the SteelStacks project in Bethlehem, PA.</p>	

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p>	
<p>a. Name and Title Within Firm. Scott Robbins PE, CEM, LEED AP BD+C – Senior Vice President</p>	<p>a. Name and Title Within Firm. Luka Matutinovic, P.Eng., LEED AP BD+C, Associate</p>
<p>b. Project Assignment: MEP/Sustainability – Project Executive</p>	<p>b. Project Assignment: MEP/Sustainability – Project Manager</p>
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: WSP Parsons Brinckerhoff MBE <input type="checkbox"/> WBE <input type="checkbox"/> 88 Black Falcon Avenue, Suite 210 WBE <input type="checkbox"/></p>	<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: WSP Parsons Brinckerhoff MBE <input type="checkbox"/> WBE <input type="checkbox"/> 88 Black Falcon Avenue, Suite 210 WBE <input type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u> 1 </u> With Other Firms: <u> 24 </u></p>	<p>d. Years Experience: With This Firm: <u> 1 </u> With Other Firms: <u> 9 </u></p>
<p>e. Education: Degree(s) /Year/Specialization MBA / 1998 / Business, Syracuse University BS / 1991 / Mechanical Engineering</p>	<p>e. Education: Degree(s) /Year/Specialization Bachelor of Applied Science, Engineering Science – Infrastructure (2006)</p>
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2002 / Mechanical / 45126</p>	<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2008 / LEED AP / 10031696 2011 / Professional Engineer, Ontario / 100163796</p>
<p>g. Current Work Assignments and Availability For This Project: Mass Amherst Physical Science Building and Yale University Einstein Rare Book Library. Available for this project</p>	<p>g. Current Work Assignments and Availability For This Project: Jeddah Living Community, Saudi Arabia, Holyoke Community College Student Center. Available for this project</p>
<p>h. Other Experience and Qualifications Relevant To The Proposed Project. (Identify Firm By Which Employed, If Not Current Firm): Mr. Robbins is a Senior Vice President who has over 24 years of engineering, construction and project management experience. His experience covers the project management and mechanical engineering for college and universities, as well modeling systems for true informed design. Choate Rosemary Hall, Lamplier Center for Computer and Mathematics, Wallingford, CT *Hellenic College, Student Center, Brookline, MA *University of Massachusetts Physical Sciences Building, Amherst, MA Massachusetts Institute of Technology, Various Projects, Cambridge, MA *Yale University, Various Projects, New Haven, CT *Los Angeles Dodgers Stadium, Los Angeles, CA* *Portland Art Museum, Portland, OR* *Skyline Condos, Medford, MA* *Station Landing, Medford, MA* *Mr. Robbins has completed these with projects with his prior firm. </p>	<p>h. Other Experience and Qualifications Relevant To The Proposed Project. (Identify Firm By Which Employed, If Not Current Firm): Luka Matutinovic has worked on more than 50 sustainable-minded projects, applying his experience with performance simulation tools and existing building energy management strategies to help design team identify, optimize, implement and track a wide range of sustainability initiatives for the built environment. He is currently serving as Vice President of the Board of Directors of International Building Performance Simulation Associations (IBPSA) Canada and is also the Vice President of the Boston Chapter of IBPSA USA. Prior to the acquisition of Parsons Brinckerhoff by WSP, Luka managed the 10 person performance simulation team at Parsons Brinckerhoff Harsall (in Canada) and was actively involved on diverse sustainable design projects, acting as both Project Manager and Technical Lead. </p>

<p>7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.</p> <p>a. Name and Title Within Firm: Heather Scanton, P.E., Senior Project Manager</p>	
<p>b. Project Assignment: Geotechnical and Environmental Engineering</p>	
<p>c. Name and Address Of Office In Which Individual Identified In 7a Resides: Haley & Aldrich, Inc. 465 Medford Street Suite 2200 Boston, MA 02129-1400</p>	<p>M/D/E <input type="checkbox"/></p> <p>W/B/E <input type="checkbox"/></p>
<p>d. Years Experience: With This Firm: <u>17</u> With Other Firms: <u>2</u></p>	
<p>e. Education: Degree(s) /Year/Specialization M.S. CIVIL Engineering, University of Texas, 1996 B.S. CIVIL Engineering, University of Massachusetts, 1994</p>	
<p>f. Active Registration: Year First Registered/Discipline/Mass Registration Number 2000/MA, Professional Engineer (Reg. No. 41578) 2012 ENV SP</p>	
<p>g. Current Work Assignments and Availability For This Project: Availability as determined by project needs: Current Work Assignments: Parcel M, South Boston Parcel J, South Boston Boston College Central Heating Plant, Boston Arsenal on the Charles – Utility Corridor and Retail Building</p>	
<p>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</p> <ul style="list-style-type: none"> • Lahey Stairs Mill, Burlington, MA. • Seaport Square Parcel F, Boston, MA. • Seaport Square Parcel H, Boston, MA. • Seaport Square Block J (Votel), Boston, MA. • Seaport Square Parcels M1 and M2, Boston, MA. • Seaport Square B + C, Boston, MA. • Worcester State College, New Housing and Dining Facility, Worcester, MA. 	

7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.

a. Name and Title Within Firm: **Clive Tysoe, CCC, MRICS, Divisional Director-Project Director**

b. Project Assignment: **Chief Cost Estimator**

c. Name and Address Of Office In Which Individual Identified in 7a Resides: **VJ Associates of New England Inc. 35 Highland Circle, Suite 200 Needham, MA 02494**

MBE X
 WBE

d. Years Experience: With This Firm: 12 With Other Firms: 25

e. Education: Degree(s) /Year/Specialization **MRICS-Accredited Degree / 1988 / Quantity Surveying**

f. Active Registration: Year First Registered/Discipline/Mass Registration Number **MA**

g. Current Work Assignments and Availability For This Project
Mr. Tysoe is currently working on providing estimating services on a range of different projects for clients including the Umass Building Authority, MBTA, DCCMM, among others. He will be able to devote approximately 15% - 20% of his time to this project.

h. Other Experience and Qualifications Relevant To The Proposed Project. (Identify Firm By Which Employed, If Not Current Firm)

- Boston Latin Green Roof Learning Center; Boston, MA
- Bridgewater State University Greenspace Development, Bridgewater, MA
- East River Waterfront Esplanade and Piers Project; New York, NY
- Hartford Intermodal Center Union Station Streetscape; Hartford, CT
- MIT Killian Court Redevelopment; Cambridge, MA
- MIT Main Group NW Quadrant Site Improvements; Cambridge, MA
- MIT Sloan School Bergstrom Garden Reconstruction; Cambridge, MA
- Northeastern University Carter Playground and Field; Boston, MA
- Prospect Hill Academy Charter Hill School Renovations; Somerville, MA
- Pulaski Park; Northampton, MA
- Somerville Housing Authority Mystic Water Works at Capen Court; Somerville, MA
- UMass Amherst Waltham Experiment Station Study; Waltham, MA
- Malden Pond New Visitor Center; Concord, MA
- Wellesley College Whitin Observatory Landscape; Wellesley, MA
- Weston Case Campus Master Plan; Weston, MA

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include **ONLY** Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).

a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1) Art and Design School Doha, Qatar Rami al Samahy, P.I.C.	This transformation of an existing art and design school creates a new prefabricated facade that raises the building's sustainable standards while improving its public environment. The project approach creates a new structural facade through repeated precast components that support delicate stone fins, all of which shade the original building from the hot climate. They serve to also shade a new public entry court, which leads into redesigned ground-level spaces for security, a bookstore, offices, and gathering spaces.	Qatar Foundation Amesha Alnadi (confidential)	Ongoing	Not Available	65 for Study, estimated 650 for Construction Phase
(2) Design Biennial Boston Boston, MA Mark Pasnik and Chris Grimley, co-P.I.C.	over, under's pinktonna gallery established the Design Biennial Boston in 2008 to provide a platform for innovative designers to express themselves. In the fourth iteration in 2015, the gallery joined forces with the Greenway, BSA, and city agencies to expand the scope and create a venue for four public installations by emerging designers. The project has received significant press attention and has sponsored vibrant activity on the Greenway. The installations are by designers based in Somerville, Cambridge, Brookline, and Boston.	over, under with Sponsorship from Mayor's Office of New Urban Mechanics, Boston Art Commission, Rose Kennedy Greenway Conservancy, Boston Society of Architects	2015	N/A	25

<p>(3) Museo Maya de América Guatemala City, Guatemala Roberto de Oliveira-Castro, P.I.C.</p>	<p>The new Museo Maya de América will house one of the world's most significant collections of objects, artifacts, artworks, textiles, and information on the history and culture of the Mayan civilization. The design's materials and characteristics draw inspiration from the language of Mayan temple architecture, translated into a contemporary vocabulary, organized for maximum public interaction with the site, the ground is given almost entirely to open space. Exhibition galleries reside above, while the roof is returned to the general public as an accessible civic space. The various floor levels are connected by stairs that climb their way around a central courtyard. The museum takes advantage of Guatemala's temperate climate by naturally ventilating all but a small number of spaces. Galleries are wrapped by glass cases, so that items in storage become a part of the public display. The design has been developed in collaboration with Harry Guggler Studios and is currently in a fundraising phase.</p>	<p>La Ruta Maya Conservation Foundation Inés Guzman Guatemala City, Guatemala +(502) 5747.2345</p>	<p>Ongoing</p>	<p>Est. 55 million</p>	<p>123</p>
<p>(4) Itz'ana Resort Placencia, Belize Roberto de Oliveira-Castro, P.I.C.</p>	<p>This master plan for a resort in Belize included the development and construction of a prototype unit that will be used as the basis for all other units, over, under oversaw both design and construction to work through details with simple construction methods using prefabricated components. The roof, for instance, is constructed in two pieces in a warehouse nearby and transported to the site for assembly with prefabricated walls.</p>	<p>Dimension Development Roman & Colin Harman</p>	<p>Ongoing</p>	<p>N/A</p>	<p>180</p>
<p>(5) deCordova Sculpture Park & Museum Lincoln, MA Chris Grimley, P.I.C.</p>	<p>Commissioned by the new director, over, under was asked to develop a new identity system for the de-Cordova Museum and Sculpture Park. Additionally, over, under developed and implemented a complete exterior and interior wayfinding study with signage package. Along with a complete overhaul of the institution's image, the studio provided a new map of the park, site photography, and a thorough survey of both members and visitors to determine what was unique about the campus.</p>	<p>deCordova Sculpture Park & Museum Dennis Kois 51 Sandy Pond Road, Lincoln, MA 01773 781.259.8355</p>	<p>2011</p>	<p>100</p>	<p>77.8</p>

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: GroundView (Landscape Architect)							
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands) Construction Costs (Actual Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible		
(1) Harris Park Somerville, MA Eden Dutcher and Wilson Martin, co-P.I.C.	We worked with a large, diverse community of stakeholders and a variety of public agencies to design an award-winning new half-acre new park. The design accommodates the young and old, and places topography and vegetation at the center of the recreational experience.	Luisa Oliveira Senior Planner City of Somerville 617 625 6600 ext 2529 93 Highland Avenue Somerville, MA 02143 (617) 625-6600	Summer 2013	957	85		
(2) Symphony Park Somerville, MA Eden Dutcher, P.I.C.	We designed a new park on the former location of the Conant-Hadley House, where famed composer Henry Hadley retreated to compose music. The design includes lush plantings that hang over a series of low terrace walls and a variety of custom ornamental iron components.	Luisa Oliveira Senior Planner City of Somerville 617 625 6600 ext 2529 93 Highland Avenue Somerville, MA 02143 (617) 625-6600	Summer 2015	766	53		
(3) Jug Handle Planting Lexington, MA Eden Dutcher, P.I.C.	We designed vegetation and planned pedestrian circulation systems for Lexington's Innovation District, a currently car-dominated commercial zone at the periphery of historic Lexington. The "jug handle" planting design plan takes advantage of the area's wide rights-of-way to create a new gateway to the district.	David Finsonneault Manager of Operations Department of Public Works Town of Lexington 201 Bedford Street Lexington, MA 02420 (781) 274-8300	Summer 2015	80	8		
(4) Grain Mill Alley Lexington, MA Eden Dutcher, P.I.C.	We are working with the Town and stakeholders to develop programming and designs for a pedestrian street in Lexington, and stitching together a missing connection between the Minuteman Bikeway and Lexington's downtown.	Melisa Tintocalis Director of Economic Development Town of Lexington 1625 Massachusetts Avenue Lexington, MA 02420 (781) 698-4567	2017	300	TBD (35 as of 6/9/15)		
(5) Oler Transit Center Greenfield, MA Wilson Martin, P.I.C.	We designed a dense, unrelenting, pattern of meadow grasses and flowers, and canopy and understory trees, to embed a transit building, a large photovoltaic array, a wood peffel boiler and busway in what looks and feels like an established landscape.	Charles Rose Charles Rose Architects 115 Willow Avenue Somerville, MA (617) 628-5033	Spring 2012	250	5		

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: Bruner/Cott & Associates (Collaborating Architect)		a. Project Name and Location Principal-In-Charge		b. Brief Description Of Project and Services (Include Reference To Relevant Experience)		c. Client's Name, Address And Phone Number. Include Name Of Contact Person		d. Completion Date (Actual Or Estimated)		e. Project Cost (In Thousands) Construction Costs (Actual, Or Estimated If Not Completed)		Fee For Work For Which Firm Was/is Responsible	
(1)	Massachusetts Museum of Contemporary Art (MASS MoCA) North Adams, MA	MASS MoCA is among the largest contemporary art museums in the United States. Twelve years of master planning and design went into the museum's creation, its changing exhibits continue to attract over 125,000 visitors per year. On the site of the 19th century Sprague Electric Company in the Berkshires, the 10-acre complex includes 28 buildings linked by a series of covered bridges and totals 750,000 square feet in creating a vibrant new museum and revitalizing the surrounding community, Bruner/Cott turned its back on the tradition of self-consciously differentiating new architecture from old.		Services: Master Planning, Architectural Design, Construction Administration		Joe Thompson, Director 87 Marshall Street North Adams, MA 01247 Ph: 413-684-4481		2017 (est)		Phase I: \$113,000,000 Phase II: \$5,000,000 Phase III: \$55,000,000		Phase I: \$1,400,000 Phase II: \$800,000 Phase III: \$2,300,000	
(2)	The Watch Factory Waltham, MA	The historic Waltham Watch Company made building and site are now resourcefully reoriented for new office, residential and commercial use. Phase I includes office and commercial space, Phase II, a residential conversion, has 96 dwelling units, Phase III is residential with 67 dwelling units and a parking garage. Nineteenth-century entrances are now large lobbies, one with a permanent exhibit of Watch Factory history. Narrow wings with high ceilings — already flooded with natural light for watchmakers — house modern offices with views of the courtyards and the Charles River. Outside, a series of protected outdoor spaces invite pedestrians to move through the office buildings and a large residential courtyard. A new restaurant and café mark the beginning of a historic walkway through Waltham along the Charles River.		Services: Master Planning, Architectural Design, Construction Administration		Young Park, President Berkeley Investments 121 High Street Boston, MA 02110 Ph: 617-439-0088		2013		Phase I: \$26,000,000 Phase II: \$23,000,000 Phase III: \$63,000,000		Phase I: \$969,300 Phase II: \$903,500 Phase III: \$875,000	

<p>(3) R.W. Kern Center at Hampshire College Amherst, MA</p>	<p>Braner/CofE is currently in construction on a Living Building Challenge project at Hampshire College in Amherst, MA. The Living Building Challenge is the built environment's most rigorous performance standard that calls for "the creation of building projects...that operate as clearly, beautifully and efficiently as nature's architecture." To be certified under the Challenge, projects must meet a series of ambitious requirements, including achieving Net Zero energy, waste and water, and avoiding the use of any 'Red List' materials. The R.W. Kern Center will be a flagship building for the college, with a program that includes campus admissions, a campus bookstore, coffee bar, indoor and outdoor learning spaces, lobby, and student gallery.</p>	<p>Carl Weber Associate Director & Project Manager Hampshire College 893 West Street Amherst, MA 01002 Ph: 413-559-6185</p>	<p>2016 (est)</p>	<p>\$7,000,000</p>	<p>\$823,200</p>
<p>(4) Lunder Arts Center Lesley University Cambridge, MA</p>	<p>The Lunder Arts Center at Lesley is the new heart of the College of Art and Design. A center for art teaching and making, the campus is a crossroads for academic, artistic, and neighborhood communities. The terra-cotta and glass design foregrounds the site's important historic church, initiating a dialy between 19th century religious and 21st century educational icons. An art gallery in the new glass building and a library in the historic church anchor the building at both ends; both are open to the public. The complex is a transition from Porter Square's large-scale industrial buildings to the smaller, finer scaled residences and stores along the avenue. The scale and detail of the historic church inform the new building; terra cotta reflects back neighboring brick and clapboard. A glass entry links the church and the new building. Respecting the 19th century building, leaving it intact and connecting it with the Arts Center, the entry activates the shared space between the two structures—a dynamic window into the arts community at Lesley.</p>	<p>George Smith Director of Operations & Campus Planning Lesley University 29 Everett Street Cambridge, MA 02138 Ph: 617-868-9000</p>	<p>2015</p>	<p>\$36,000,000</p>	<p>\$2,640,000</p>

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: SGH (Structural Engineering)							
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)			
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was Responsible		
(1) BluHomes, over 100 locations across USA. Paul Kassabian as Client Manager and Project Manager	Steel-framed deployable modular homes. Structural Engineering Services across full range of conceptual planning	BluHomes, 1245 Nimitz Avenue, Bld 680, Vallejo, CA 94592 Tel: 866-887-7997 Contact: Mike Reed	2015	Not Available	Not available (over a hundred buildings and multiple studies in 7 years).		
(2) Harbor Park Pavilion, Boston, Matt Johnson as Principal-In-Charge. Paul Kassabian as Project Manager	Steel and Concrete canopy structures. Structural and Material Engineering Services.	Ullie, Inc. 50 Summer Street Boston, MA 02110 Tel: 617-423-7200 Contact: Mimi Love	2010	Not Applicable		20	
(3) Saint Gobain Innovation Center, Northboro, MA	Concept design for structure and facade of a multi-purpose innovation center including auditorium space.	NADAAA 1920 Washington St #2, Boston, MA 02118 Tel: 617-442-6232 Contact: Nader Tehrani	ongoing	Not Applicable		15	

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: ConsultEcon (Economic Planning)					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/is Responsible
(1) Jamaica Plain Arts and Civic Center Jamaica Plain, MA Thomas J. Martin and Elena Kazlas	ConsultEcon, Inc. was retained by Jamaica Plain Arts and Civic Center (JPACC Organization), a non-profit organization, to undertake market and economic analysis as the basis for a business plan for the proposed Jamaica Plain Arts and Civic Center (JPACC), a community arts and event venue. The work is part of a planning process with JPACC consultants and staff of the Hyde Square Task Force (HSTF), which is a partner organization to JPACC.	Hyde Square Task Force 375 Centre Street PO Box 301871 Jamaica Plain, MA 02130 Ken Tangvik Director of Engagement and Organizing (617) 524-8303 x322	Estimated Nov. 2015	Not Applicable	36
(2) Cambridge Nexus Study Thomas J. Martin and James Stevens	Nexus Study for Cambridge's Incentive Zoning Ordinance. Cambridge, Massachusetts -- Evaluated residential market trends, development costs and sources of funds for affordable housing in Cambridge to establish the nexus between new commercial development and affordable housing.	Ultimate Client: City of Cambridge Sub-contracted by: Karl Seidman, Sr. Lecturer, HCED Group Program P.O. Box 425575 Cambridge, MA 02142 978-760-3760	Jan. 2015	Not Applicable	22.5
(3) Somerville Linkage Nexus Study Thomas J. Martin and James Stevens	Linkage Nexus Study, Somerville, Massachusetts --Provided an analysis of the demand for affordable housing generated by commercial development. The study was the basis for updating the city's linkage fee ordinance. Work included an analysis of residential market trends in the city and the need for affordable housing, a survey of employees about their housing choices, and an analysis of development costs and sources to determine the size of the linkage fee charged to commercial developers.	Ultimate Client: City of Somerville Sub-contracted by: Karl Seidman, Sr. Lecturer, HCED Group Program P.O. Box 425575 Cambridge, MA 02142 978-760-3760	Mar. 2013	Not Applicable	27.5

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: WSP Parsons Brinckerhoff							
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands) Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/s Responsible		
(1) Evergreen Brick Works, Toronto Doug Weber (PIC)	The Parsons Brinckerhoff Halsall (now part of WSP) team helped transform this 19th century quarry and brick factory into an environmental community centre in the heart of Toronto's ravine system. Named to the top 10 destination list for sustainable travel by National Geographic Traveler, the project includes campus wide sustainability measures and includes a near net-zero design and a new LEED Platinum certified building - the Centre for Green Cities. The building was designed to be ultra-low carbon with technologies such as solar cooling and biomass boilers being considered.	Evergreen Evergreen Brick Works, 550 Bayview Avenue, Suite 300 Toronto, ON M4W 3X8 Robert Pitt (rpitt@evergreencityworks.ca)	2011	30 million	100		
(2) Jeddah Living Community, Saudi Arabia Michael Brown (PIC)	WSP is helping the Saudi Industrial Property Authority design new mixed-use Living Community sites with a focus on resource efficiency and sustainability. We are evaluating and helping implement site-wide sustainable measures for buildings, energy/water infrastructure and transportation.	MODON – Saudi Industrial Property Authority Takhassusi St, Al Mathar Ash Shamali Riyadh 12331 Saudi Arabia Jason Addison jaddison@modon.gov.sa	2020	Not Available	90		
(3) West Cambridge Youth and Community Center Cambridge, MA Michael Brown	MEP/FP engineering and design services for the 14,000 sf, LEED Silver certified community center. The space includes a basketball court, 900 sf preschool space, 7,000 sf VFW and function room, lounge and kitchen, and 6,100 sf community and art center.	Stephanie Greenfield Cambridge Seven Associates 1050 Massachusetts Avenue Cambridge, MA 02139 Phone: 617.492.7000	2009	12 million	120		

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name: Hayley & Aldrich, Inc.							
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands) Construction Costs (Actual Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible		
(1) Assembly Square Development Somerville, MA Damian Siebert	<ul style="list-style-type: none"> Developer Federal Realty Investment Trust sought to revitalize a 66-acre former industrial parcel with a major multi-phase mixed-use development. The project's challenges included adverse subsurface soil conditions, which would typically require costly deep building foundations and related structural systems. Hayley & Aldrich identified a first-of-its-kind approach to enable use of cost-efficient footing foundations and soil-supported ground floors above soft organic soils and clay, eliminating the need for deep pilings and structural floor slabs. The developer was able to save at least \$1 million per building in construction cost. 	Federal Realty Investment Trust 5 Middlesex Ave Somerville, MA 02145 (617) 694-1500 David Webster	5/2014	1.3 billion	1 million		
(2) NorthPoint Cambridge, MA Damian Siebert	<ul style="list-style-type: none"> Hayley & Aldrich provided integrated geotechnical and environmental consulting services for the first phase of this 2 billion, 45-acre urban redevelopment project. Phase 1A of this project included an 8-story and 13-story residential buildings with below-grade parking, a 5-acre central park, and major new site infrastructure including roadways, sidewalks and utilities. Ultimately, future site development may include 16 buildings containing 2.2 million-sq-ft of mixed-use commercial and residential space and a 10-acre park. 	Northpoint Realty Development Corporation 231 Sutton St, Ste 1B North Andover, MA 01845 (978) 327-6540 Paul Sampson	Ongoing	2 billion	1.2 million		

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.						
Sub-Consultant Name: VJ Associates of New England (Cost Estimating)						
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)		
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible	
(1) UMass Amherst Waltham Experiment Station Study Waltham, MA Clive Tysoe, CCC, MRICS	VJ Associates is providing cost estimating services for the conceptual study for the development of a 58-acre satellite campus dedicated to the demonstration of cutting-edge sustainable agriculture and landscape methods.	Cambridge Seven Associates, Inc. 1050 Massachusetts Avenue Cambridge, MA 02138 Patti Intieri, AIA, Principal 617-492-7000	TBD	TBD	\$10.6	
(2) Walden Pond Visitor's Center Concord, MA Clive Tysoe, CCC, MRICS	VJ Associates provided cost estimating services for a new Visitor Center that will function as a gateway to the historic reservation. The facility will utilize eco-friendly construction, and was designed with net-zero energy goals. Scope of work included demolition of the existing headquarters building, site improvements, and landscaping.	Maryann Thompson Architects 741 Mt. Auburn Street Watertown, MA 02472 Zac Cardwell, AIA, LEED AP Associate 617-744-5187	2016 (Est)	\$4,800	\$15.5	
(3) Putaski Park Northampton, MA Clive Tysoe, CCC, MRICS	VJ Associates provided cost estimating services for the renovation of a one-acre park in downtown Northampton. Last renovated in the 1970's, new project features include a rain garden, a multi-purpose open space and plaza, a children's play area, and a water feature.	Stephen Stinson Associates 288 Norfolk Street Cambridge, MA 02139 Lauren Stinson Principal 617-876-8960	2016 (Est)	\$3,057 (Est)	\$5.0	
(4) Boston Latin Green Roof Learning Center Boston, MA Clive Tysoe, CCC, MRICS	VJ Associates provided cost estimating services for the preliminary design of a new learning laboratory and green roof atop the nation's oldest public school. Project features include accessible photovoltaic panels, roof-mounted wind turbines, a weather station, CO2 measuring devices, and other data collection equipment.	Studio G Architects 179 Boylston Street Jamaica Plain, MA 02130 Gail Sullivan, Managing Principal 617-524-5598	2015 (Study)	\$6,200	\$2.0	
(5) Somerville Housing Authority Mystic Water Works at Capen Court Clive Tysoe, CCC, MRICS	VJ Associates provided cost estimating services for the adaptive re-use of a historic timber and masonry pumping station structure for residential use. Upon completion, the development will provide 25 one bedroom units for Seniors and young people with disabilities.	DiMella Shaffer 281 Summer Street Boston, MA 02210 Diane Dootley, AIA, LEED AP 617-426-5004	2017 (Est)	\$6,000 (Est)	\$3.5	

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects: 0		# of Active Projects: --		Total Construction Cost (in Thousands) of Active Projects (excluding studies): --		
Role P, C, JV *	Phases St, Sch, D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (include Contact Name and Phone Number)	Construction Costs (in Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New	
		1.				
		2.				
		3.				
		4.				
		5.				
		6.				
		7.				
		8.				
		9.				
		10.				
		11.				
		12.				

* P = Principal; C = Consultant; JV = Joint Venture; St = Study; Sch = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double Sided 8 1/2" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

This proposal presents an award-winning team that combines international design quality with local roots and a deep understanding of Somerville. The process will be led by over, under, a multidisciplinary studio focused on architecture, urban design, and with deep experience in arts-related projects and programming. The firm will work in tandem with two others, Bruner/Cott as associated architect and advisors and GroundView as landscape architects. Credentials for each are outlined below as well as their particular relevance to the ARTfarm commission.

over, under (prime/managing consultant, architect) worked previously with the City of Somerville in collaboration with GroundView at Chuckie Harris Park and has designed a museum in Guatemala, a university visitor center and an art school in Doha, and way-finding for deCordova Sculpture Park and Museum's entire campus. The team brings a special understanding of the programming and public engagement functions, having curated nearly three dozen exhibitions through the office's pinkcomma gallery. The most recent of these is the Design Biennial Boston currently on the Rose Kennedy Greenway, which highlights emerging designers in a public context. The firm thrives on working in arts-related contexts and will manage the team and process of translating the ARTfarm design vision into an executable project. Our history with similar approaches goes back several years, including a study for the Design Zone Qatar that employed prefabricated, repeated modular buildings to make public spaces and facilities for designers to collaborate. We more recently designed, managed, and oversaw construction of a prefabricated structural enclosure system forming a prototype villa unit for a resort master plan.

Bruner/Cott (associated architect) brings perspective and expertise to the team with deep experience in planning, arts, and sustainable design. Bruner/Cott was founded forty-three years ago with a commitment to the idea that thoughtful design can make a positive difference in people's lives. The team is experienced with arts projects, most notably the master plan and full architectural services for the Massachusetts Museum of Contemporary Art (MASS MoCA) in North Adams, MA, now realizing its third phase. The firm designed the Lunder Arts Center in Porter Square, the home to Lesley University's College of Art and Design. Bruner/Cott is also a leader in the sustainable design field, including a new net-zero energy and net-zero water building at Hampshire College in Amherst, MA.

GroundView (landscape architect) has collaborated on the design of major arts facilities and public open spaces nationwide. The firm is based locally, in East Somerville, just blocks from the ARTfarm site. The team has designed two projects in Somerville: the award-winning Chuckie Harris Park and Symphony Park (currently under construction). GroundView is a SDC certified (women owned) WBE.

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If **YES**, please include the name(s) of the Project(s) and Client(s) and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline
a. Mark Pasnik	Principal	20674	Architecture
b. Chris Gimley	Principal	--	Architecture
c. Rami elSamahy	Principal	--	Architecture

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg #	Status/Discipline
a. Mark Pasnik	33.3	20674	Architecture
b. Chris Grinley	33.3	-	Architecture
c. Rami el Sanahy	33.3	-	Architecture

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by _____ Printed Name and Title _____ Date _____
 (Signature)

APPENDIX F
SOMERVILLE LIVING WAGE



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 7/1/2015 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.24 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. 05/07/15

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

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

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

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

CERTIFIED BY:

Signature: 
(Duly Authorized Representative of Vendor)

Title: Principal

Name of Vendor: over.under

Date: Tuesday, February 16, 2016

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 05/07/15

INSTRUCTIONS: PLEASE POST

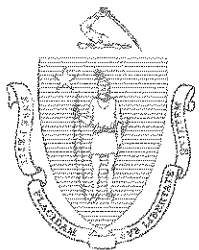
**NOTICE TO ALL EMPLOYEES
REGARDING PAYMENT OF LIVING WAGE**

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 7/1/2015 is \$12.24 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.

APPENDIX G
CERTIFICATE OF GOOD STANDING



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

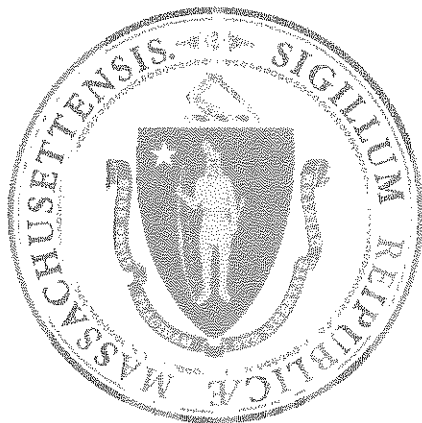
William Francis Galvin
Secretary of the
Commonwealth

Date: November 06, 2015

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: 15116172440

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

Processed by: Kta

APPENDIX H
CERTIFICATE OF INSURANCE

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
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

OVER-1 UP ID: 33

DATE (MM/DD/YYYY)

11/17/2015

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400		FAX (A/C, No): 781-245-5463
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED over, under, inc 46 Waltham Street Courtyard 1 Boston, MA 02118	INSURER A: Continental Casualty Company		20443
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		


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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6012235947	06/26/2015	06/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6012235947	06/26/2015	06/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project: ArtFarm Design Services. RFP #16-10.
 City of Somerville is included as additional insured on general liability policy subject to policy terms and conditions.

CERTIFICATE HOLDER City of Somerville c/o Purchasing Department 93 Highland Avenue Somerville, MA 02143	CITYS-7	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2015

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		CONTACT NAME: PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL: ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
INSURED over, under, Inc 46 Waltham Street Courtyard 1 Boston, MA 02118		INSURER A: XL Specialty Insurance Company 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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Arch/Eng'g Prof Liability		DPR9720855	12/31/2014	12/31/2015	Per Claim 1,000,000 Aggregate 1,000,000

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

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.
 project: ArtFarm Design Services RFP #16-10

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

DATE (MM/DD/YYYY)

01/25/2016

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole	CONTACT NAME: PHONE (A/C, No., Ext): 781-245-5400		FAX (A/C, No.): 781-245-5463
	E-MAIL ADDRESS: 		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : XL Specialty Insurance Company	37885
INSURED over, under, Inc 46 Waltham Street Courtyard 1 Boston, MA 02118		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

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

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

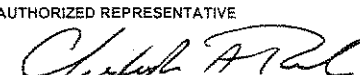
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Arch/Engrs Prof Liability			DPR9720855	12/31/2015	12/31/2016	Per Claim 1,000,000 Aggregate 1,000,000

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

For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expenses.

CERTIFICATE HOLDER

CANCELLATION

CITYS-7 City of Somerville 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 
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CERTIFICATE OF LIABILITY INSURANCE

SSY
R045DATE (MM/DD/YYYY)
1/14/2016

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 PAYCHEX INSURANCE AGENCY INC 210705 P: F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A: Twin City Fire Ins Co		29459
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG TS3158	06/26/2015	06/26/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE- EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER City of Somerville Attention: Purchasing Department 93 HIGHLAND AVE SOMERVILLE, MA 02143	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Joe Taylor</i>
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APPENDIX I
NOTICES
NOT APPLICABLE

APPENDIX J

**MASSACHUSETTS PROFESSIONAL
REGISTRATION NUMBERS**

OVER,UNDER

Architect / Project Manager

Mark Pasnik, Mass Registration #20674 (Architecture)

GROUNDVIEW

Landscape Architect

Eden Dutcher, Mass Registration #1542 (Landscape Architecture)

BRUNER / COTT & ASSOCIATES

Collaborating Architect

Jason Forney, Mass Registration #31468 (Architecture)

—

SIMPSON, GUMPERTZ & HEGER

Structural Engineering

Paul E. Kassabian, Mass Registration #45467 (Structural)

WSP | PARSONS BRINCKERHOFF

MEP/Sustainability

Scott Robbins, Mass Registration #45126 (Mechanical)

HALEY & ALDRICH

Geotechnical and Environmental Engineering

Heather Scranton, Mass Registration #41578 (Engineering)

APPENDIX K

TRUTH-IN-NEGOTIATIONS CERTIFICATE

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/15/15



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

CERTIFICATIONS

The Designer hereby certifies and agrees to the following:

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

CERTIFIED BY:

Signature: 
(Duly Authorized Representative of Designer)

Name: CHRIS GRIMLEY

Title: PRINCIPAL

Name of Vendor: OVER, UNDER

Project: MPT FARM

Date: 18 DEC 2015

APPENDIX L
STATEMENT OF MANAGEMENT

STATEMENT OF MANAGEMENT
For Contracts over \$100,000

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

Executed this _____ day of _____, _____

On behalf of _____
(Name of Successful Bidder)

(Address and telephone of Successful Bidder)

PLEASE SEE NEXT PAGE

(Name and title of person signing statement)

By: _____
(Signature)

CERTIFIED PUBLIC ACCOUNTANT STATEMENT

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

(Signature)

(Business name, address and telephone number)

November 17, 2015

Brett Pierson
Over, Under Inc.
46 Waltham Street Courtyard One
Boston, MA 02118

RE: City of Somerville Proposal

Dear Brett:

Gray, Gray & Gray, LLP has been engaged to provide bookkeeping and tax consulting and preparation services for Over, Under Inc. We have not been engaged to examine the internal accounting controls of Over, Under Inc.

Based on our experiences, nothing has come to our attention which would indicate that Over, Under Inc. has not been operating in accordance with M.G.L. Chapter 30, Section 39R.

It appears, based on our experiences noted above, that Over, Under Inc.'s system of internal accounting controls reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Sincerely,

Jeffrey P. Foley, CPA
Gray, Gray & Gray LLP

