


PURCHASING COPY

		City of Somerville: Standard Contract Form		AMENDMENT 1	
CONTRACT NAME:			ArtFarm Design Services		
CONTRACT NUMBER:	160275	dated	11/1/2015		
WHEREAS, The City has entered into the contract numbered and dated above hereafter "the Contract," to obtain the following: ArtFarm Design Services					
WHEREAS, The Chief Procurement Officer has determined that an amendment is necessary to fulfill the actual needs of the City, and is more economical and practical than awarding another contract.					
This Amendment is made the 27th day of October, 2016					
by and between the City of Somerville ("City") and over, under Incorporated (the "Vendor").					
Vendor Name:	over, under Incorporated				
Vendor Address:	46 Waltham Street, Courtyard One, Boston, MA 02118				
Vendor Contact Name, Email, & Tel./Fax #:	Christopher Grimley	grimley@overcommaunder.com			
	617-426-4466				
Contract Amount:	\$502,500				
Purchase Order #:	2017 3573				
Contract Term:	11/01/15 through 10/30/17				
Term:	The term of this Contract shall commence on 11/01/15 and shall end on 10/30/17 ("Term"). The Vendor shall complete the provision of Goods and/or the performance of Services prior to the end of the Contract term (the "Completion Date"). The term of this Contract may be extended at the sole discretion of the City, through written notice to the Vendor.				
Procurement Type:	Other: RFP #16-10 ArtFarm Design Services				
Contracting Department:	Arts Council	Project Manager:	Greg Jenkins		
NOW THEREFORE, the City and the Vendor in consideration of mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows, to amend as follows:					
1.1) The parties agree to amend the Contract Amount by \$404,000 to a new amount of \$ 502,500.00					
1.2) The parties agree to amend the end of the Contract Term (and Completion Date) to the following: 10/30/17					
1.3) The parties agree to amend the scope as follows: Early Enabling Package, ArtBarn Documentation, Construction Administration, per Appendix A.					
2.) Insurance. Concurrent with the execution of this Amendment, the Vendor shall deposit with the City new policies or certificates of insurance, in form and substance satisfactory to the City, for any additional insurance coverage required by this Amendment or existing insurance coverage about to expire.					
3.) Continuing Representations. Execution of this Amendment by the Vendor shall constitute an affirmation that the certifications, representations, and warranties contained in the Contract remain true and correct.					
4.) No Default. Execution of this Amendment by the Vendor shall constitute and affirm that the Vendor is not in default of any certification, representation, warranty, covenant or other provision contained in the Contract and no event has occurred which, but for the lapse of time or service of notice, or both, would constitute a default thereunder.					
Vendor Certifications:	Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Standard Contract General Conditions as set forth attached to original contract (first noted above) made part hereof. Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.				
	The Vendor certifies that its Federal tax identification number as reported to the IRS is: 20-5129518				
	This Contract has been duly executed and delivered on behalf of the Vendor by its: Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee, other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.				
In all other respects Contract 160275 is ratified and confirmed, including the changes.					


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

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

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument on
 this, the 27th of October, 2016


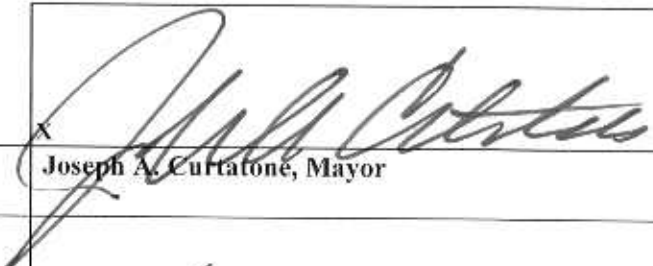


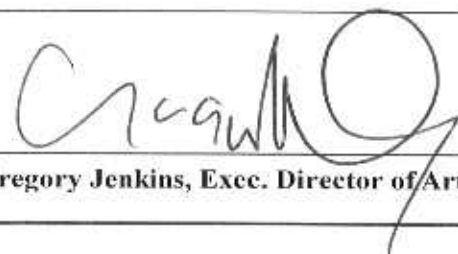
VENDOR

<input checked="" type="checkbox"/>  Vendor Signature (Duly Authorized):	Date Signed: 17 NOV 2016
	Print Title: PRINCIPAL
	Print Name: CHRIS GREENLEY

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total contract amount is \$ 502,500.00 and that an unencumbered balance of
 \$ 201,171.00 is available for the current fiscal year of this contract. I further certify that a sum of
 \$ 201,171.00 is hereby encumbered against the appropriate account for the purposes of this contract and as funds become available, I
 will encumber additional sums as are required under this contract.

<input checked="" type="checkbox"/>  Edward Bean , City Auditor Deputy	<input checked="" type="checkbox"/>  Joseph A. Cuffatone, Mayor
<input checked="" type="checkbox"/>  Angela M. Allen, Purchasing Director	<input checked="" type="checkbox"/>  Approved as to form: Francis X. Wright, Jr., City Solicitor ✓ Gross fee
<input checked="" type="checkbox"/>  Gregory Jenkins, Exec. Director of Arts Council	

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Appendix A
Amendment Documentation
(If Applicable)

The City of Somerville will issue separate purchase orders for each of the two phases outlined in this scope of services. The first purchase order will authorize work to commence on Phase 1. A subsequent purchase order will be accompanied by a written notice to proceed on Phase 2.



Gregory Jenkins, Luisa Oliveira
City of Somerville
93 Highland Avenue
Somerville, Massachusetts 02143

Via email: GJenkins@somervillema.gov; loliveira@somervillema.gov

31 October 2016

Dear Greg and Luisa:

We are excited to see the next phase of ArtFarm commence and to continue what has been a great collaboration. We've revised our proposal to include changes since our last submittal in the second week of August. You will see a clearer breakdown of the phases along with inclusion of fee for construction administration services through both phases of construction.

We look forward to finalizing this contract and beginning work in anticipation of a Spring 2017 construction schedule.

Best regards,

Chris Grimley
PRINCIPAL

Scope of Services

The following proposal outlines our collective scope of services, and is allocated according to the following schedule:

PHASE 1: EARLY ENABLING PACKAGE Six (6) weeks (plus additional time for client review) and six (6) weeks Tender Phase

PHASE 1: CONSTRUCTION ADMINISTRATION 17 weeks

PHASE 2: ARTBARN DOCUMENTATION Eight (8) weeks (plus additional time for client review) and six (6) weeks Tender Phase

PHASE 2: CONSTRUCTION ADMINISTRATION 34 weeks

PHASE ONE: EARLY ENABLING PACKAGE

SITE Design Development, Construction Documentation, Bidding/Tender

ARTBARN Design Development

This phase will serve to develop design concepts established in the SMartFarm phase. The design team will develop conceptual ideas and create documentation required to begin site work and for infrastructural requirements of the Phase Two ArtBarn. This enabling package will see a transformation of the existing pavement through strategic de-paving, plantings with an immediate bloom to indicate progress, development of urban agricultural requirements, and installation of required civil, mechanical, electrical, and plumbing infrastructures to serve the larger 2.2 acre site and the 5,000 square foot ArtBarn. Additionally, the design team will create a set of design development drawings for the ArtBarn to serve as a base for the infrastructure installation and for preparation of construction documentation in a subsequent phase. Below you will find a scope of services for all anticipated trades during this phase of work.

Architecture

- ⇒ Develop approved schematic design into a design development set of drawings for 5,000 square foot barn structure;
- ⇒ Coordinate sub-consultant team to ensure original design intent is maintained;
- ⇒ Coordinate product vendors and specifications;
- ⇒ Meet with client as required and provide regular updates;
- ⇒ Create and coordinate documentation timeline/schedule;
- ⇒ Assist client in bidding process and contractor selection;
- ⇒ Assist client in community engagement.

Landscape Architecture

- ⇒ Documentation for accessibility improvements throughout the site including ADA access to the existing greenhouse; Re-grading to address site drainage throughout the site; Pavement removal and annual ornamental planting across +/- 30,000 square feet; Streetscape along Poplar Street (+/- 280 linear feet) and

Linwood Street (240 linear feet) inside the face of the existing curb; Raised agricultural beds; and coordination on-site remediation, earthwork and grading with licensed site professional.

Subconsultant Team

The design team has coordinated a team of recommended subconsultants for the following trades:

- ⇒ Civil Engineering
- ⇒ Structural Engineering
- ⇒ Mechanical Engineering
- ⇒ Lighting Design
- ⇒ Specifications
- ⇒ Cost Estimating
- ⇒ Code Consulting

Refer to attached fee schedule for detailed subconsultant scope of services.

PHASE TWO: ARTBARN

SITE PHASE TWO Design Development, Construction Documentation, Bidding/Tender

ARTBARN Construction Documentation, Bidding

During this phase, the design team will develop and finalize construction documentation as required to build the 5,000 square foot structure. Following completion of construction documentation, the design team will assist the client through the bidding process. Additionally, the site work will be completed including development of public space adjacent to the barn, installation of the vegetated air quality buffer and coordination of a new public sidewalk around the site.

Architecture

- ⇒ Develop approved design documentation and provide construction-ready set of documents;
- ⇒ Coordinate all sub-consultants;
- ⇒ Meet with client as required and provide regular updates;
- ⇒ Create and coordinate documentation timeline/schedule;
- ⇒ Assist client in bidding process and contractor selection;
- ⇒ Assist client in community engagement.

Landscape Architecture

- ⇒ Documentation for an entry courtyard for the ArtBarn building along Linwood Street; Connection to new sidewalk along Poplar Street; Vegetated air quality buffer; Coordination on site remediation, earthwork and grading with licensed site professional.

Subconsultant Team

The design team has coordinated a team of subconsultants for the following trades:

- ⇒ Civil Engineering
- ⇒ Structural Engineering
- ⇒ Mechanical Engineering
- ⇒ Lighting Design
- ⇒ Specifications
- ⇒ Cost Estimating
- ⇒ Code Consulting

Refer to attached fee schedule for detailed subconsultant scope of services.

Fee Structure

For this project, the design team will be reimbursed on a fixed fee schedule. All fees are to be paid in U.S. Dollars. An initial mobilization payment of 10% of the total fee will be required prior to commencement of work. Subsequent invoices will be issued monthly. All fees are due to be paid within thirty (30) days of invoicing.

Please see attached schedule of fees for detailed breakdown.

ADDITIONAL SERVICES

The above scope of services and related fee schedules are applicable to the work outlined in the Concept Design Report dated 26 May 2016. Services beyond the scope of the Concept Design Report will be provided as an Additional Service, and may include additions or modifications to the scope by mutual agreement. Such services may be provided on an hourly basis or for a stipulated fee by mutual agreement.

These services may include:

- ⇒ Schedules, time frames, or meetings in excess of those stated in this proposal;
- ⇒ Revisions to work previously approved by the client;
- ⇒ Provision of additional program not outlined in this proposal (and previously submitted Concept Design Report);
- ⇒ Professional site surveying;
- ⇒ Permitting costs

ArtFarm – Continued Design Services

DESIGN TEAM	PHASE 1				PHASE 2				FEE TOTAL
	DESIGN	TENDER	CONSTRUCTION	ADMINISTRATION	DESIGN	TENDER	CONSTRUCTION	ADMINISTRATION	
	6 WEEKS	6 WEEKS	17 WEEKS	77 WEEKS	8 WEEKS	6 WEEKS	34 WEEKS		
over,under & Bruner/Cott	\$60,611	\$2,220	\$11,560	\$82,602	\$2,220	\$39,079		\$198,292	
GroundView	\$26,940	\$1,000	\$10,560	\$18,960	\$1,000	\$6,320		\$64,780	
DESIGN TEAM TOTALS	\$87,551	\$3,220	\$22,120	\$101,562	\$3,220	\$45,399		\$263,072	
SUBCONSULTANT TEAM									
Lighting Designer	\$6,300	\$0	\$0	\$6,580	\$0	\$0	\$0	\$12,880	
Specifications	\$2,000	\$0	\$0	\$3,000	\$0	\$0	\$0	\$5,000	
Civil Engineering	\$28,550	\$0	\$5,000	\$4,000	\$0	\$2,500	\$0	\$40,050	
Structural Engineering	\$7,300	\$0	\$3,300	\$8,190	\$0	\$7,960	\$0	\$26,750	
Mechanical Engineering	\$22,500	\$0	\$2,000	\$5,000	\$0	\$5,000	\$0	\$34,500	
Code Consultant	\$3,750	\$0	\$0	\$2,790	\$0	\$0	\$0	\$6,540	
Cost Estimating	\$7,580	\$0	\$0	\$6,988	\$0	\$0	\$0	\$14,568	
SUBCONSULTANT TEAM TOTAL	\$77,980	\$0	\$10,300	\$36,548	\$0	\$15,460		\$140,288	
FEE TOTALS	\$165,531	\$3,220	\$32,420	\$138,110	\$3,220	\$60,859		\$409,360	

September 28, 2016



Over, Under
Attn: Ryan Pinkham
46 Waltham Street
Courtyard One
Boston, MA 02118

Re: Somerville ArtFarm, 10 Poplar Street – Somerville, MA

SCI #16146.00

Dear Ryan:

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

I - SCOPE OF SERVICES

- A. **Site Preparation:** Samiotes will provide a Site Preparation Plan which will include demolition and removal of documented site elements and (identified) utilities below grade and a Soil Erosion and Sediment Control Plan. The Soil Erosion and Sediment Control Plan will incorporate Best Management Practices (BMPs) principles in accordance with the latest methods established by the Massachusetts Department of Environmental Protection. Relocation of existing utilities within the site will be illustrated to the extent these utilities are documented.
- B. **Water System:** Samiotes will design a water system for the proposed building(s). This design may include a new water service and all stubs for all domestic into the building site(s). Criteria of line sizes and locations shall be the responsibility of the City/Plumbing Consultant. NOTE: Fire Protection design will be deemed an Additional Service.
- C. **Sanitary Sewage:** Samiotes will design a sanitary sewer system for the proposed building(s). This design shall include a new sanitary sewer main and all stubs for sanitary sewage services from the building sites to proposed sanitary sewer main for the development.
- D. **Stormwater Management:** Samiotes will design a stormwater management system for the proposed buildings sites. The stormwater management system shall be designed to accommodate storm events as required by the City of Somerville. It should be noted that the storm drainage shall be designed to provide the least invasive method (LID) of increased rate of runoff mitigation.
- E. **Site Grading:** Samiotes will design the surface grading for the site, thereby coordinating and implementing the requirements of the Developer to the furthest extent possible. Setting the building(s)' finish floor elevation (if required for any plans) will be the responsibility of the Architect. Schematic grading shall be provided by the Landscape Architect.

Samiotes Consultants, Inc.
Civil Engineers + Land Surveyors

20 A Street
Framingham, MA 01701-4102

T 508.877.6688
F 508.877.8349

www.samiotes.com

- F. **Layout & Materials:** Samiotes will provide the layout and materials design for the hardscape, thereby implementing the requirements of the Developer to the greatest extent possible. Samiotes will specify all hardscape elements such as paving, curbing, etc. Specific design features (ironwork, paved terrace, etc.) will be the responsibility of the others. Samiotes will illustrate vehicular turning radius movements for emergency and service vehicles (delivery trucks, dumpster truck access, and guest access). It is the Client's responsibility to provide Samiotes with the design criteria (i.e. maximum truck size).
- G. **Miscellaneous Site Utilities:** Samiotes will illustrate (if desired) gas, electricity, telephone, and cable mains for coordination purposes only. The design, detailing and specifications of these utilities will be the responsibility of other consultants. It will be the responsibility of the other consultants to provide the respective locations to Samiotes Consultants, Inc.
- H. **Site Lighting:** Samiotes will illustrate Site Lighting based upon the Owner's selection of a lighting manufacturer / product. The design, detailing and specifications (including an illumination plan illustrating the foot-candles if required by the Planning Board) are assumed to be provided to Samiotes by the manufacturer.
- I. **LEED Elements:** Samiotes will work with the Owner and the Design Team to add LEED Certified Elements to the site design to help reach the project goal of LEED certification.

II –TASKS

PHASE I – SITE ENABLING

- A. **Site & Barn Schematic Design:** This Task shall consist of documents which are of sufficient detail for the review by the Owner and the Design Team in accordance with the AIA definition of Schematic Design. This Task shall in essence be the basis for the Design Development portion of this proposal. Task shall include, but not be limited to:
 - 1. The design elements as outlined in Section I – Scope of Services.
 - 2. Schematic Design shall consist of plans incorporating Phase 1 and Phase 2.
 - 3. Up to one (1) coordination meeting with the Design Team.
- B. **Site & Barn Design Development:** This Task shall consist of documents which are of sufficient detail for review by the Design Team in accordance with the AIA definition of Design Development. This Task shall in essence be the basis for the Permitting and Contract Documents portion of this proposal. This Task shall include, but not be limited to:
 - 1. The design elements as outlined in Section I – Scope of Services.
 - 2. Design Development shall include plans and specifications for the following elements:
 - a. Layout Plan
 - b. Grading and Drainage Plan
 - c. Utilities Plan
 - d. Site Details
 - e. Specifications
 - 3. Attendance at up to three (3) meetings / site visits for this phase.
- C. **Soil Testing:** This Task shall consist of performing informal; soil testing on the site to determine the suitability of existing soil for infiltration. This task includes the following:
 - 4. Dig-Safe site.
 - 5. Up to four (4) hours of soil testing on the site.
 - 6. Preparation of soil logs.
- D. **City of Somerville Engineering Department Approval:** Samiotes will prepare, per the Somerville Engineering Department Site Plan approval requirements, a composite site plan that includes in addition to

- the civil design, the site design information from the Architectural plans. This task assumes approximately (30) hours of work.
- E. **City of Somerville Building Permit (Site Drawings):** This work will include providing plans and affidavits that meet the Building Department requirements for a Building Permit Application. This task assumes up to three (3) wet stamped sets and affidavits for the submission. Plot Plans are to be provided by the Project Surveyor.
- F. **Site Contract Documents:** will consist will consist of documents that are of sufficient detail for construction and bidding of the site. These documents shall include Plans, Details, and Specifications in plan format. Elements addressed in Contract Documents are:
1. Site Preparation and Soil Erosion Control Plans.
 2. Utilities (Water, Sanitary Sewage, Storm Drainage).
 3. Grading Plans.
 4. Layout/Materials Plans.
 5. Gas, Electrical, Telephone, Cable, and Lighting will be illustrated as noted above.
 6. Construction Details for the aforementioned plans.
 7. Technical Specifications for the aforementioned plans and details.
 8. This task includes up to two (2) meetings.
- G. **Site Construction Administration:** will consist of work required through the construction of the project. This work assumes a construction schedule of approximately four (4) months, and includes up to approximately (40) hours of work, as follows:
1. Review of RFIs and Contractor CORs.
 2. Review of Shop Drawings.
 3. Site Visits to review work in progress (up to 3 visits)
 4. Plan revisions based on site conditions.
 5. Solutions to civil engineering issues not addressed on construction drawings due to unknowns.

PHASE II – BARN

- H. **Barn Contract Documents:** will consist will consist of documents that are of sufficient detail for construction and bidding of the barn. These documents shall include Plans, Details, and Specifications in plan format. Elements addressed in Contract Documents are:
1. Site Preparation and Soil Erosion Control Plans.
 2. Utilities (Water, Sanitary Sewage, Storm Drainage).
 3. Grading Plans.
 4. Layout/Materials Plans.
 5. Gas, Electrical, Telephone, Cable, and Lighting will be illustrated as noted above.
 6. Construction Details for the aforementioned plans.
 7. Technical Specifications for the aforementioned plans and details.
 8. This task includes up to one (1) meetings.
- I. **Barn Construction Administration:** will consist of work required through the construction of the project. This work assumes a construction schedule of approximately eight (8) months, and includes up to approximately (20) hours of work, as follows:
1. Review of RFIs and Contractor CORs.
 2. Review of Shop Drawings.
 3. Site Visit to review work in progress (up to 1 visit)
 4. Plan revisions based on site conditions.
 5. Solutions to civil engineering issues not addressed on construction drawings due to unknowns.

III - FEE FOR SERVICES (*Invoice Tasks in Italics*)

PHASE I – SITE ENABLING

- A. **Site & Barn Schematic Design (*Task 1*)**
Fixed Fee - \$3,500.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.
- B. **Site & Barn Design Development (*Task 2*)**
Fixed Fee - \$9,000.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.
- C. **Soil Testing (*Task 3*)**
Fixed Fee - \$750.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.
- D. **Somerville Engineering Department Approval (*Task 4*)**
Fixed Fee - \$3,750.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.
- E. **Somerville Building Permit (*Task 5*)**
Fixed Fee - \$350.00 per submission
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.
- F. **Site Contract Documents (*Task 6*)**
Fixed Fee - \$11,200.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.
- G. **Site Construction Administration (*Task 7*)**
Fixed Fee - \$5,000.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.

PHASE II – BARN

- H. **Barn Contract Documents (*Task 8*)**
Fixed Fee - \$4,000.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.
- I. **Barn Construction Administration (*Task 9*)**
Fixed Fee - \$2,500.00
Method of Billing – Lump Sum billed monthly on a percentage of task completion basis.

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

ADD. ALTERNATE (Fees may be refined as Scope is better defined.)

- A. **City of Somerville Planning Board Site Plan Approval:** Samiotes will prepare a Site Plan Review of the proposed project for submission to the Somerville Planning Board. This submission shall meet the requirements of the City of Somerville Regulations and shall include a bound booklet that contains all applicable forms and the mailing of hearing notifications to all Abutters.
Approximate Fee - \$4,000.00

IV - ADDITIONAL SERVICES

Additional services are those services not listed above. If necessary, additional services will be performed upon receipt of authorization to proceed and may include, but are not limited to, the following:

- A. In the event of any legal action (excluding non-payment of outstanding balances) associated with the specific project, Samiotes Consultants, Inc. will be reimbursed in accordance with our hourly rates for any efforts involved in preparing for and/or appearing at any court proceedings.
- B. Permitting not listed (NPDES SWPPP, ZBA, etc.)
- C. Neighborhood / Abutter Issues.
- D. **Field work not listed above (land surveying, construction layout services, etc.).**
- E. Additional studies, reports or meetings.
- F. Design changes/revisions due to Developer's / Owner's programmatic changes or value engineering that affect work in progress.
- G. Peer Review Responses (outside consultants).
- H. Traffic Impact Issues.
- I. City of Somerville utility main extension / reconfiguration design outside of the development site.
- J. Sewer Connection Permitting (flows over 15,000 gpd).

V - CLIENT RESPONSIBILITIES

- A. Client shall provide safe access and working conditions for Samiotes employees.
- B. Developer / Owner's name and address.
- C. Any municipal or state fees.
- D. Provide building program (approx. building layout, footprint size and configuration). This program must include proposed uses and the fixture count.
- E. Provide existing conditions survey in CAD and **signed hard copies.**
- F. Provide conceptual site layout and proposed buildings.
- G. Provide decisions and information from Developer / Owner and other consultants in a timely fashion.
- H. Provide design and location of miscellaneous utilities and lighting.
- I. Earthwork / Structural and Landscape design / specs by others.
- J. Provide such legal, accounting, and insurance counseling services as may be required by the Project and will provide Samiotes with all existing, reliable, and accurate information relating to the Project which Samiotes may request, and program data. If the Client becomes aware of any fault or defect in the Project or

Samiotes' services, he/she will promptly notify Samiotes Consultants, Inc. The Client will furnish the required information or services as expeditiously as necessary for the orderly performance of the services.

- K. Provide architectural plans of the proposed buildings.
- L. Provide decisions and information from Owner and other consultants in a timely fashion.
- M. Provide to Samiotes all documents and information known to Client that relate to the identity, location, quantity, nature or characteristic of any hazardous waste at, on or under the site. In addition, Client will provide reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by Samiotes for proper performance of its services. Samiotes shall be entitled to rely upon Client provided documents and information in performing the services required under this Agreement; however, Samiotes assumes no responsibility or liability for their accuracy or completeness. Client provided documents will remain the property of the Client.

VI – RATE SCHEDULE

Time & Expense work and Additional Services will be billed hourly at the following rates:

Principal/President	\$225.00 per Hour
Expert Witness	\$275.00 per Hour
Civil Senior Project Manager/Senior Associate	\$150.00 per Hour
Registered Professional Land Surveyor (Director):	\$175.00 per Hour
Registered Professional Engineer:	\$140.00 per Hour
Registered Professional Land Surveyor:	\$130.00 per Hour
Survey Field Crew (2-person):	\$175.00 per Hour
Survey Field Crew (1-person)	\$125.00 per Hour
Survey Field Crew (Construction Layout):	\$2,200.00 per Day
	\$1,100.00 per one-half Day
Civil Project Manager:	\$125.00 per Hour
Soil Evaluator:	\$110.00 per Hour
3D Scan Processing:	\$100.00 per Hour
Project Engineer:	\$ 85.00 – \$100.00 per Hour
Project Surveyor:	\$100.00 per Hour
Survey Technician:	\$ 85.00 per Hour
Professional Staff:	\$ 67.50 per Hour
Administrative Staff:	\$ 52.50 per Hour
Archival Retrieval Fee	\$125.00 per Hour

Additional services will be performed only upon Authorization to Proceed.

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

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

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

Page 7
SCI #16146.00
September 27, 2016
Somerville ArtFarm, 10 Poplar Street – Somerville, MA

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

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

OVER, UNDER

By: _____ Title: _____

Printed Name: _____ Date: _____

Agreed:

SAMIOTES CONSULTANTS, INC.

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

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

Revised September 23, 2016
Revised July 15, 2016

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

**Subject: Engineering Services Proposal – Revision 2
ARTfarm Design Development and Construction Documents Phases**

Dear Chris:

WSP | Parsons Brinckerhoff is pleased to submit this proposal for MEP/FP and Sustainable Design engineering services associated with the ArtFarm project in Somerville, MA.

We have really enjoyed working with Over,Under, Bruner/Cott and the rest of the team to develop the ArtFarm Concept Design and look forward to continuing to work together on this exciting and very unique project. Based on our conversation with Ryan Pinkham on July 13, 2016 regarding budget constraints, we propose the following revised scope of work.

The Project:

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

- 2.2 acre site
- 5,000 sf mixed-use, adaptive, community ArtBarn which includes
 - Large performance space
 - Open public café space
 - Back of house area (office, changeroom, prep kitchen and lavatories)
- Conditioned greenhouse (provided by others and assumed to be outside of our scope of work)

Base Scope of Services:

MEP/FP Services

Our services include the HVAC, plumbing, fire protection, and electrical power and fire alarm systems to 10 feet from the building. We have assumed that the design of site services for power, water, sanitation and stormwater, as well as the greenhouse, will be provided by others. We have also assumed that the intent is to design and construct the site and buildings as outlined in the May 26, 2016 Concept Design Report; any changes in design will require additional fees. We have assumed we will be producing one review set and one set of Construction Documents. Estimated construction cost is \$2.2 million.

Our services will include one site visit to check existing conditions as depicted on the as-built drawings. Services will also include coordination with: local utility companies, with building operations staff, and with the architect and other project consultants. Our services will also include all necessary calculations, preparation of construction documents, and assistance during bidding and construction phase services.

Construction phase services include shop drawing review, answering contractor questions, and one visit to the site to observe the installation and provide a final punchlist.

Mr. Chris Grimley
Over, Under
 Revised September 23, 2016
 Page 2

Deliverables:

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

1. Phase 1 (Site Services and DD Phase for the Barn):
 - a. In order to cost-effectively manage the overall design process, we will front-load our design efforts to develop a 90% Construction Documents set of drawings and specifications during the Design Development phase of the project.
 - b. The DD deliverable will require the development of architectural components to a sufficient level of detail to facilitate final MEP design decisions and selections and the development of a 90% CD set for the MEP/FP design. The documents, suitable for competitive bidding and permit application, will include, for each discipline:
 - i. One (1) review set and final drawings and specifications in conformance with the applicable codes, regulations and standards and the owner's program.
 - ii. Design affidavits, using our standard, as necessary.
 - iii. We have assumed that the building will not require sprinklers. If the code consultant determines that it does, we would be happy to provide a proposal for additional Fire Protection services.
 - iv. Drawings and specifications will:
 - Define the systems and their components in sufficient detail for bidders, knowledgeable in MEP/FP construction, to accurately identify the costs and installation requirements
 - Define components necessary for complete and functional systems
 - Be coordinated with other design team members' documents
2. Phase 2 (CD Phase for the Barn):
 - a. We have allowed for minor revisions to the design documents to generate a final 100% CD submission set. Major changes between DD and CD will require additional fees.

Optional Services:

Built Ecology Sustainable Design Services

To help integrate project sustainable goals and design ideas into the architectural and MEP systems, we will:

1. Develop energy and daylight models of the concept design to study the impact of envelope, HVAC and lighting design on energy use, energy costs, carbon emissions, thermal comfort, daylight autonomy and glare.
2. Study the potential for natural ventilation and the impact on thermal comfort and HVAC design during different times of the year and under different programs of use.
3. Assist the team by providing feedback on sustainable design issues.

Schedule:

This fee anticipates the following schedule:

Schematic Design	Completed
Construction Documents	8 Weeks (+ 6 Weeks Tender)

Mr. Chris Grimley
Over, Under
 Revised September 23, 2016
 Page 3

Optional Services:

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

1. Telecommunications (including WiFi).
2. Security.
3. Audio-Visual.
4. Building and Site Lighting Design.
5. LEED Management.
6. Commissioning.
7. Life cycle cost analyses.
8. Participation in utility rebate program(s).
9. Field measuring of existing mechanical/electrical systems and/or preparation of pre-existing (as-built) drawings of the mechanical/electrical systems, either manually or electronically, in the absence of same.
10. Conversion of existing hard copy as-built drawings to electronic format.
11. Producing documents on utilizing the owner's standards.
12. Cost of obtaining existing systems operating data.
13. Attendance at or preparation of documents for public agency hearings and/or meetings.
14. Value engineering and/or any efforts related thereto irrespective of the origin after we send the Design Development documents (ongoing value engineering during design is included as part of our basic services and shall be assumed to have been incorporated into the final documents).

Fees:

Basic Services

For the above design services, we propose a fixed fee of \$34,500, broken down as follows:

- Phase 1
 - Design Development and Construction Documents for Phase 1 Site \$2,500
 - Design Development for Barn (90% MEP CD) \$20,000
- Phase 2
 - Construction Documents for Barn (100% MEP CD) \$5,000

For the construction administration phase services, we propose a fixed fee of \$7,000.

Optional Services

For the above optional Sustainable Design services, we propose a fixed fee of \$15,500, broken down as follows:

- Design Development and Construction Documents for Site and Barn \$15,500

Terms:

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

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

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

Mr. Chris Grimley
Over, Under
Revised September 23, 2016
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Our construction documents for this project will be produced on Autodesk Revit using our standards conventions. We anticipate billing monthly based on the percentage of completion, with payment expected within 30 days (of receipt of monies on our behalf), in accordance with the attached Schedule of Terms and Conditions.

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

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

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

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

Best regards,

WSP | Parsons Brinckerhoff

ACCEPTED BY:



Signature _____

Luka Matutinovic, P.Eng., LEED AP BD+C
Project Manager

Title _____



Company _____

Scott Robbins, P.E., LEED AP
Senior Vice President

Date _____

Enclosure: Standards Terms and Conditions 2016

cc: Central File – WSP | Parsons Brinckerhoff

Opportunity #201609002.R.2
LM/SMR/kij

WSP | PARSONS BRINCKERHOFF – BOSTON STANDARD TERMS AND CONDITIONS 2016

1. Definitions

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

2. Standard of Care

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

3. Authorization, Acceptance or Approval of Services

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

4. Non-payment

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

5. Indemnification

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

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

6. Arbitration

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

7. Delays and Extensions of Time

- a) If WSP | Parsons Brinckerhoff, at any time, is prevented from, or delayed in, providing the Services by any act or omission by the Client, any of its Representatives, the architect for the Project, or any employee of or contractor for any of the foregoing, or by

WSP | PARSONS BRINCKERHOFF – BOSTON STANDARD TERMS AND CONDITIONS 2016

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

- b) In the event that the Client does not commence and thereafter continue the Project in accordance with the time schedule described in the Agreement or described by the Client to WSP | Parsons Brinckerhoff prior to entering into the Agreement, or otherwise prevents WSP | Parsons Brinckerhoff from performing any phase of the Services in accordance with such time schedule, WSP | Parsons Brinckerhoff may, at its option, (i) exercise its rights pursuant to Subparagraph 7(a) hereof, or (ii) terminate the Agreement without incurring any liability to the Client for such termination, in which event the Client shall pay for all Services performed, in whole or in part, by WSP | Parsons Brinckerhoff prior to termination, at the contract price established in the Agreement.
- c) The remedies described in Subparagraphs 7(a) and 7(b) shall be in addition to, and not in lieu of, any rights or remedies which WSP | Parsons Brinckerhoff may have under this Agreement, or at law, equity or otherwise.
- 8. Adequacy of the Funding for the Project**
The Client represents and warrants that it has secured, or will secure in a timely fashion, funding adequate to commence and to complete the Project, within the time schedule referred to in the Agreement or described to WSP | Parsons Brinckerhoff prior to entering into the Agreement. Cancellation or revision of the Project as a result of the Client's failure to secure funding in a timely fashion or any other reason shall not, in any event, permit the Client to terminate the Agreement or excuse the Client from performing its obligations to WSP | Parsons Brinckerhoff in a timely manner.

9. Certain Limitations on Responsibility

WSP | Parsons Brinckerhoff does not assume responsibility for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work. WSP | Parsons Brinckerhoff does not assume responsibility for the contractors' failure to carry out the work in accordance with the contract requirements or for stopping the work in the event of such failure. WSP | Parsons Brinckerhoff's review of the contractors' performance is not intended to include review of the adequacy of safety measures, in, on or near the construction site. WSP | Parsons Brinckerhoff is responsible for design only and is not liable for unsatisfactory performance of the mechanical and electrical systems resulting from code constraints, improper installation, operation and maintenance.

10. Verification of Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by WSP | Parsons Brinckerhoff regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WSP | Parsons Brinckerhoff, its officers, directors, employees and sub-consultants (collectively, WSP | Parsons Brinckerhoff) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by WSP | Parsons Brinckerhoff.

11. Information Provided by Others

The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. WSP | Parsons Brinckerhoff may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. WSP | Parsons Brinckerhoff shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.

12. Ownership and Work Product

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by WSP | Parsons Brinckerhoff as instruments of service shall remain the property of WSP | Parsons Brinckerhoff. WSP | Parsons Brinckerhoff shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto, whether the project for which they are intended is executed or not. They are not to be used by anyone on other projects except by written agreement with WSP | Parsons Brinckerhoff. The drawings may be deposited in the Client's file with the other drawings for the project.

WSP | PARSONS BRINCKERHOFF – BOSTON STANDARD TERMS AND CONDITIONS 2016

13. Inconsistent Provisions: Changes in the Terms Hereof

(a) Notwithstanding any inconsistent provisions in any Agreement (including any AIA form contract or general conditions annexed thereto) between WSP | Parsons Brinckerhoff and the Client, the provisions hereof shall be controlling; provided, however, that the final written proposal, if any, as submitted by WSP | Parsons Brinckerhoff to the Client or any handwritten or typewritten inserts or riders made or approved by WSP | Parsons Brinckerhoff to the printed contract for General Conditions, if any, annexed to such proposal shall supersede any inconsistent provisions hereof.

(b) Execution of the Agreement by the Client shall be deemed an acceptance of each and every term of the Agreement and of these Standard Terms and Conditions. All provisions of the Agreement and these Standard Terms and Conditions, in the form and with the contents as submitted by WSP | Parsons Brinckerhoff to the Client, shall be binding contractual obligations of the Client, and may be modified, changed or waived only with the specific written consent of WSP | Parsons Brinckerhoff. In the event that the Client, without the written consent of WSP | Parsons Brinckerhoff, modifies or deletes any provision (or part of any provision) of the Agreement or these Standard Terms and Conditions, such provision (or part thereof) in the form and with the contents as submitted by WSP | Parsons Brinckerhoff to the Client shall nonetheless be deemed to constitute a term of the contract between WSP | Parsons Brinckerhoff and the Client.

14. Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and WSP | Parsons Brinckerhoff, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of WSP | Parsons Brinckerhoff and WSP | Parsons Brinckerhoff's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of WSP | Parsons Brinckerhoff and WSP | Parsons Brinckerhoff's officers, directors, partners, employees, shareholders, owners and sub-consultants shall be limited to the amount of our fee or the limits of our professional liability policy, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor WSP | Parsons Brinckerhoff, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and WSP | Parsons Brinckerhoff shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Terrorist Acts (In general)

In addition to other commercial risks, WSP | Parsons Brinckerhoff makes no claims that its design or other professional services are intended to prevent or survive acts of terrorism, war, or civil unrest.

16. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants, normally contemplated by WSP | Parsons Brinckerhoff as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

17. Interest on Past Due Invoices

WSP | Parsons Brinckerhoff's policy requires monthly payments for professional services and expenses in proportion to the progress of our work. In addition to any other remedies available to it, WSP | Parsons Brinckerhoff reserves the right to charge interest at the rate of one-and-one-half (1.5) percent per month (18% per annum) or the maximum rate allowed by law, whichever is less, of the outstanding balance. In the event WSP | Parsons Brinckerhoff files suit to enforce overdue payments, Client will reimburse all court costs and reasonable attorneys' fees.

18. Controlled Inspection or Full-Time Project Representation Services

If included in WSP | Parsons Brinckerhoff's Scope of Services, shall mean that WSP | Parsons Brinckerhoff shall endeavor to provide further protection for the Client against defects in structural work, but the furnishing of such controlled inspection or full-time project representation services shall not make WSP | Parsons Brinckerhoff responsible for construction means, methods, techniques, sequences or procedures, or auctions and programs. WSP | Parsons Brinckerhoff shall not have control or charge of and shall not be responsible for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

19. Review of shop drawing submittals

If included in WSP | Parsons Brinckerhoff's Scope of Services, is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. WSP | Parsons Brinckerhoff's review shall not constitute approval of safety precautions or of construction means, methods, techniques, or sequences of procedures. WSP | Parsons Brinckerhoff's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristic of materials, systems or equipment is required by the Contract Documents, WSP | Parsons Brinckerhoff shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

20. Standard Condition Terms Survival

If any of WSP | Parsons Brinckerhoff's Standard Conditions, or portions thereof, shall be adjudged null and void, it is agreed that the remaining Standard Conditions, or portions thereof, shall remain intact and be given full force and effect.

21. State Law Governing Agreement

This agreement shall be governed by and construed in accordance with the State of Massachusetts.

PROPOSAL for LIGHTING DESIGN SERVICES
ARTFarm, Somerville, MA

June 23, 2016

Mr. Ryan Pinkham
over,under
46 Waltham Street, Courtyard One
Boston, MA 02118

Dear Ryan,

Thank you for the opportunity to submit a proposal to work with you and your team to design the lighting for ARTFarm in Somerville, MA. This proposal is based on your e-mail from June 14th and our phone conversation on June 21, 2016.

SCOPE

We understand the ARTFarm project to be a conversion of a 2.2-acre waste transfer site in Somerville to a self-sustaining creative commons, whose objective is to foster community connection. The project site is located at 10 Poplar Street in Somerville, which borders the elevated McGrath Highway. We understand the project will be phased and will consist of the design and development of the landscape/site followed by the design and development of the ARTBarn, a multi-purpose community space whose definitive program is still being determined. The project scope is broken out into 2 phases and consists of the lighting design and specification for both.

PHASE 1: THE SITE

Design Development

- (1) Attend initial meeting to understand design concept and programmatic requirements of the project. (1 meeting assumed)
- (2) Prepare DD lighting design package including fixture cuts, fixture schedule, and layouts (in CAD).
- (3) Provide circuiting intent diagrams.
- (4) Prepare DD-level photometric studies.
- (5) Review with o,u, client, and team. (2 meetings assumed)
- (6) Revise as required. (2 assumed)

Construction Documentation

- (7) Prepare CD lighting design package including fixture cuts, fixture schedule, and layouts (in CAD).
- (8) Provide circuiting intent diagrams.
- (9) Prepare input to CD cost estimate for lighting and controls (assumed to be by others).
- (10) Review with o,u, client, and team. (2 meetings assumed)
- (11) Revise as required. (2 assumed)
- (12) Incorporate LS material into contract documents by o,u.
- (13) Review by LS of contract documents prior to issue for GMP or bid.

PHASE 2: THE BARN (Basic program; not inclusive of specialized program (eg, community kitchen, gallery.)

Design Development

- (1) Attend initial meeting to understand design concept and programmatic requirements of the project. (1 meeting assumed)
- (2) Prepare DD lighting design package including fixture cuts, fixture schedule, and layouts.
- (3) Provide circuiting intent diagrams.
- (4) Prepare DD-level photometric studies.
- (5) Review with o,u, client, and team. (2 meetings assumed)
- (6) Revise as required. (2 assumed)

175 Cabot Street
Suite 310
Lowell, MA 01854
617.418.8400

lumen : studio

PROPOSAL for LIGHTING DESIGN SERVICES
ARTFarm, Somerville, MA

June 23, 2016

Construction Documentation

- (7) Prepare CD lighting design package including fixture cuts, fixture schedule, and layouts.
- (8) Provide circuiting intent diagrams.
- (9) Prepare input to CD cost estimate for lighting and controls (assumed to be by others).
- (10) Review with o,u, client, and team. (2 meetings assumed)
- (11) Revise as required. (2 assumed)
- (12) Incorporate LS material into contract documents by o,u.
- (13) Review by LS of contract documents prior to issue for GMP or bid.

During the development and documentation of the design, we will assist with the creation of details for all integrated lighting and provide estimates of installed cost for lighting to the cost estimator. The electrical engineer will be responsible for the circuiting and the final energy code conformance statement. We will produce our deliverables in CAD over bases provided by your office. Cuts and fixture schedules will be furnished in PDF format. Your office will insert the lighting and dimensions into your drawings. The fixture schedule and notes will be inserted by the electrical engineer directly into their contract documents.

EXCLUSIONS

Except as noted above, regular attendance at community meetings, lighting design for areas not specified in this contract (such as the greenhouse), value engineering, energy code conformance calculations and conformance statements, LEED conformance and documentation, custom fixture design, cost estimating, renderings, Revit drafting, additional photometric studies, daylight modeling, daylight calculations, rebate paperwork, review and coordination of contractor-proposed "VE" substitutions, and mockup(s) are excluded from the scope. If required, these will be provided as extra services, after approval of a fee estimate. Significant departures from the process outlined above will result in a request for extra services, including review by LS of lighting layouts not drawn by Lumen Studio. A change in the project management team during the course of this project will result in an upcharge.

For these services I submit for your approval a lump sum fee for full scope professional services of \$12,700, exclusive of normal architectural reimbursable expenses estimated at \$ 250.00.

By phase, I estimate the following fees (layouts drawn in CAD by LS):

FEE BY DESIGN PHASE

PHASE 1: THE SITE

Design Development	\$ 3,000.00
Contract Documents	\$ 3,250.00
TOTAL FEE PHASE 1	\$ 6,250.00

PHASE 2: THE BARN

Design Development	\$ 2,750.00
Contract Documents	\$ 3,700.00
TOTAL FEE PHASE 2	\$ 6,450.00

TOTAL FEE	\$ 12,700.00
TOTAL EXPENSES	\$ 250.00

We bill monthly, based on our above phase fees and your own percentage of completion within each phase.

Please see the attached "Schedule of Fees and Standard Terms," which is hereby made a part of this proposal.

175 Cabot Street
Suite 310
Lowell, MA 01854
617.418.8400

lumen : studio

PROPOSAL for LIGHTING DESIGN SERVICES
ARTFarm, Somerville, MA

June 23, 2016

Thank you for the opportunity to join your team. To indicate your approval of this proposal, please sign below and e-mail or mail back a signed copy of this proposal. Please call if you have any questions or wish to discuss adjustments to scope or fee.

We look forward to working with you on this project!

Sincerely,



Christina L. Andriole
Principal
lumen studio, inc.



Lukas J. Sturm
Principal
lumen studio, inc.

() Approved by o,u

Date

175 Cabot Street
Suite 310
Lowell, MA 01854
617.418.8400

lumen : studio

Appendix B
Forms

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
(Insert the Title of the Officer in Line 2) of said Corporation.

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: [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, 2016
(Date Must Be on or after Date Officer Signed Contract/Bonds)



Print

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

OVERU-1

OP ID: SS

DATE (MMDD/YYYY)

11/07/2016

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:		
INSURED over, under, Inc 46 Waltham Street Courtyard 1 Boston, MA 02118	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : XL Specialty Insurance Company		37885
	INSURER C :		
	INSURER D :		
	INSURER E :		


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 (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	6012235947	06/26/2016	06/26/2017	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	06/26/2016	06/26/2017	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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				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				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
B	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)

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 CITYS-7 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

OVERU-1

OP ID: SS

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
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED: **over, under, inc**
46 Waltham Street Courtyard 1
Boston, MA 02118

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	ADOL INSD	BUSR WYD	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 - COM/OP AGG \$ OTHER \$
	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) \$ OTHER \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 City of Somerville 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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William Francis Galvin
Secretary of the
Commonwealth

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

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

ArtFarm Lead & Subconsultant Personnel

Architecture OVER,UNDER

Principal-in-Charge: Chris Grimley

Architect: Mark Pasnik, Mass. Registration #20674

Project Manager: Ryan Pinkham

Collaborating Architect BRUNER/COTT & ASSOCIATES

Principal-in-Charge: Jason Forney, Mass. Registration #31468

Landscape Architecture GROUNDVIEW

Principal-in-Charge: Will Martin

Landscape Architect: Eden Dutcher, Mass. Registration #1542

Lighting Design LUMEN STUDIO

Principal-in-Charge: Lukas J. Sturm

Civil Engineering SAMIOTES CONSULTANTS, INC

Principal-in-Charge: Stephen R. Garvin, Mass. Registration #42772

Project Manager: Andy Truman, Mass. Registration #45505

Structural Engineering SIMPSON, GUMPERTZ & HEGER

Principal-in-Charge: Paul E. Kassabian, Mass. Registration #45467

MEP/Sustainability WSP | PARSONS BRINCKERHOFF

Principal-in-Charge: Scott Robbins, Mass. Registration #45126

Project Manager: Luka Matutinovic

Code Consulting RW SULLIVAN

Principal-in-Charge: Kevin S. Hastings

Cost Estimating VJ ASSOCIATES

Director: Clive Tysoe

