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In all other respects Contract 210018 is ratified and confirmed, including the changes.						

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Appendix B: Forms (Check if Applicable; If Unchecked, Not Applicable)				
 ☑ Certificate of Authoritv ☑ Evidence of Insurance ☑ Certificate of Good Standing 	□ Vulnera	ille Living Wage Ordinance Form ble Road Users Ordinance Form gn Contribution Disclosure Form		
IN WITNESS WHEREOF, the City	y and the Vendor	have executed this amendment as a sealed instrument on		
this, the 14th	day of	September, 2020		
	VE	NDOR		
		Date Signed:		
х		Print Title:		
Vendor Signature (Duly Authorized):		Print Name:		
	C	ITY		
G		cumbrance Statement		
	•			
I hereby certify that the total contract amount is \$		_ and that an unencumbered balance of		
\$is available for the current fis	cal year of this co	ntract. I further certify that a sum of		
\$is hereby encumbered against will encumber additional sums as are required under		ccount for the purposes of this contract and as funds become available, I		
X		X		
Edward Bean, City Auditor		Joseph A. Curtatone, Mayor		
x		X		
Angela M. Allen, Purchasing Director		Approved as to form:		
		Francis X. Wright, Jr., City Solicitor		
X				
Richard E. Raiche, PE, PMP, Director	of IAM			

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Appendix A Amendment Documentation



35 Braintree Hill Office Park = Suite 300 = Braintree = MA Tel: 781.794.1404 = Fax: 781.794.1405

September 9, 2020

Richard E. Raiche, PE, PMP Director of Infrastructure and Asset Management City of Somerville 1 Franey Road Somerville, MA 02145

Subject: *PMA Consultants, LLC. Supplemental Service Authorization Under C# 210018 for COVID- 19 Preventative Measures*

Dear Rich,

We are pleased to submit the attached resume of Mr. Mitchell Miller, Project Manager, to supplement PMA's OPM Services on the Somerville Building Renovation and Department Relocation Master Plan. With Mr. Miller's mechanical engineering background and prior experience as MEP Project Manager, we believe he is well-equipped for the task at hand. Mitchell is available immediately on an as-needed basis and would be dedicated to a new COVID-19 preventative measures task under the existing Master Plan prime agreement.

PMA understands that the City of Somerville has initiated feasibility level efforts related to identification and implementation of COVID-19 preventative measures in its City buildings. PMA also understands that this effort will be fast-tracked from concept to completion and that the City of Somerville is seeking OPM support services which may include programming, estimating, design coordination, procurement and construction administration as may be deemed necessary by the City.

In keeping with the fee structure of the prime agreement, PMA proposes to have Mr. Miller (as Project Manager) perform this work on a time and material basis in accordance with the payment schedule within the previously executed prime agreement. For budget purposes we propose an initial allowance of \$100,000 specific to this C19 Supplemental Services task.

PMA's prime agreement included an initial value of \$300,000 to budget for PMA's effort, and a placeholder of \$50,000 in anticipation that we will need to use subconsultants for various existing conditions investigations and estimating. At this time there are sufficient funds under the prime agreement for Mr. Miller to commence work on this effort immediately. Upon execution of this Contract Amendment #01, PMA will open a new task under the existing agreement for cost tracking purposes against the new C19 Supplemental Services task for an amount of \$100,000. PMA's new contract amount with Amendment #01 included would increase to an amount of \$450,000.

Please feel free to contact me directly with any questions. We are excited to commence work on this new task and look forward to our continued collaboration with the City of Somerville.

Regards,

Chad Crittenden Managing Director | Owner's Project Manager





MITCH MILLER MCPPO

Associate 10 YEARS' EXPERIENCE · <1 YEARS WITH PMA

INDUSTRY EXPERTISE

Mr. Miller has a background in mechanical engineering and project management. His experience includes leading

all functions of project management such as document management, project planning, change order management, on-site inspection, schedule management, progress reporting, and timely completion of projects. His software experience includes but is not limited to PlanGrid, Procore, Viewpoint, BIM 360 Glue, BIM 360 Field, Bluebeam, SolidWorks, Predictive Solutions Safety, and AutoCAD.

HIGHLIGHTED PROJECTS

Dennis-Yarmouth Intermediate Middle School, *Yarmouth, MA* – The \$117 million Dennis-Yarmouth Regional Middle School will replace the Mattacheese Middle School in West Yarmouth and the Nathaniel H. Wixon Innovation School in South Dennis. The 189,000SF two-story project is on

EDUCATION

BS, Mechanical Engineering Technology - Wentworth Institute of Technology

LICENSES & CERTIFICATIONS

30-Hour Safety Training, OSHA

Massachusetts Certified Public Purchasing Official (MCPPO), Office of the Inspector General

target for an April 2021 Construction Start. Mr. Miller serves as Owner's Project Manager.

Rockland Elementary School, *Rockland, MA* –The 40,218-SF Rockland Jefferson Elementary School houses 286 children in grades K-4 and was built in 1923 with additions in 1953 and 1973. The 49,686-SF Rockland Memorial Park Elementary School houses 284 children in grades K-4, was built in 1953, and underwent additions in 1961 and 1973. Both schools are overcrowded, operate with outdated building systems, and no longer facilitate a 21st century education plan. This project is a new construction at an estimated cost of \$86.9 million. Mr. Miller serves as Owner's Project Manager.

Blanche A. Ames Elementary School, *Easton*, *MA* – This \$96M project involves new construction of an early elementary school to replace and consolidate the District's three existing K-2 schools. The new school is co-located on the District's central campus and immediately adjacent to four occupied school buildings and Easton's public safety building. The completed project will better meet the educational, accessibility, technology, and security needs of the students. Mr. Miller provides project management support services for this project on an as-needed basis.

Wareham Minot Forest Elementary School Project, *Wareham, MA* – This \$90 million project involves the construction of a new 159,989 square foot facility that will service 1,020 students in grades pre-K through 4. The new facility will replace the Minot Forest and William Decas Elementary Schools. Mr. Miller provides project management support services for this project on an as-needed basis.

Bristol-Plymouth Regional Technical High School, *Taunton, MA* – This project is currently in the feasibility phase. A potential approved project may include a renovation of the existing school, a renovation of and addition to the existing school and/or new construction. The estimated total project cost of an approved potential project may range from \$290 million to \$340 million depending upon the solution that is agreed upon by the district and the MSBA and that is ultimately approved by a vote of the MSBA Board of Directors. Mr. Miller provides project management support services for this project on an as-needed basis.



PREVIOUS EXPERIENCE

MEP Project Manager, *Quincy*, *MA* - Mr. Miller assisted with creating, maintaining and updating the overall project schedule. He generated and presented the three-week look-ahead schedule at weekly project meetings. He supported the resolution of building conflicts using BIM coordination software. He reviewed technical material documents to confirm products are meeting the required specifications. He supervised and documented all job site activities performed by the subcontractors. He monitored and inspected all work being performed on-site to make sure it met the QA/QC program standards. He owned the project schedule and ensured all project tasks were being completed on time and on budget. He built and maintained relationships with the project owners, architects, engineers and subcontractors. He assisted with the preparation and processing of the monthly application for payment. He negotiated and executed subcontract change orders. He led weekly project meetings with clients and consultants throughout the duration of the project. He tracked the procurement of project materials to maintain on-site dates and meet the project schedule deadlines.

Systems Engineer, *Billerica, MA* - Mr. Miller interfaced with technicians, facilities and project leaders to meet demanding deadlines. He ensured all project documentation was accurate and up to date including P&IDs and electrical schematics. He provided support to customers for all laboratory test infrastructure repair and maintenance needs. He managed calibration and maintenance program for fuel cell test infrastructure and equipment. He drove coordination between design, build and integration teams for new test infrastructure projects. He led biweekly meetings to maintain fuel cell infrastructure schedule and availability. He oversaw all aspects of infrastructure projects including scheduling, purchasing and resources. He participated on the safety committee to help peer review system designs and promote safety in the workplace. He supervised interns to assist in activities for the fuel cell infrastructure team. He requested, submitted, and maintained quotes for project related materials.

PMA Consultants, LLC. RFQ 20-40 [C#210018] OPM Building Renovation-Dept Relocation MP

ATTACHMENT A

PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of <u>Basic Services</u>, the Owner shall pay the Owner's Project Manager on a time and material basis in accordance with the below hourly schedule, up to a total <u>Basic Services</u> fee that shall not exceed <u>\$300,000.00</u>. An allowance of <u>\$50,000.00</u> for Estimating, Printing and other Extra Services and Reimbursable Expenses as requested by the City of Somerville is also included.

PMA hereby submits Amendment #01 as requested by the City for an additional \$100,000.00 to provide supplemental OPM support services related to implementation of the City's COVID-19 preventative measures. PMA understands this task may include programming, estimating, design coordination, procurement and construction administration as may be deemed necessary by the City. PMA proposes to add Project Manager Mitchell Miller to support this task, billed in accordance with the Basic Services hourly rate schedule below.

For Basic Services, the Owner's Project Manager shall invoice the Owner based on the attached hourly rate schedule. For Additional Services, the Owner's Project Manager shall invoice the Owner actual costs plus 10% fee. During the course of this Contract, the rates in effect shall be in accordance with those delineated in the following table:

Hourly Rate Schedule (2020 rates below are subject to 3% annual increase thereafter)

<u>Title</u>	<u>Rate/Hr.</u>
Project Executive (Carroll)	\$245.00
Project Director (Crittenden)	\$239.00
Senior Project Manager (Burke)	\$196.00
Project Manager (Cuneo, Miller)	\$150.00
Site PM / Clerk (Smith, Heuter)	\$148.00
Assistant PM (LoPresti, Masse)	\$120.00
Scheduler (Chepyala)	\$101.00
Administration (Murphy, Mervine)	\$ 91.00

For the performance of services required under the Contract, as amended, the Owner's Project Manager shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract	Amendments	New Contract Value	
Feasibility Study Phase	\$ 300,000	\$ -	\$ 300,000	
Schematic Design Phase (excluding estimates)	\$ -	\$ -	<u>\$</u> -	
Design Development Phase	\$ -	\$ -	<u>\$</u> -	
Construction Document Phase	\$ -	\$ -	\$ -	
Bidding Phase	<u> </u>		<u>\$</u> -	
Construction Phase	\$ -	\$ -	\$ -	
Completion Phase	\$ -	<u>\$</u> -	<u>\$</u> -	
Total Basic Services Fee:	\$ 300,000	<u>\$</u>	\$ 300,000	
Additional Services Allowance:	\$ 50,000	<u> </u>	\$ 50,000	
C19 Supplemental Services Allowance:	<u>\$ </u>	<u>\$ 100,000</u>	<u>\$ 100,000</u>	
Contract Summary:	\$ 350,000	\$ 100,000	<u>\$ 450,000</u>	
The Construction Budget shall be as follows:	TBD			

The Construction Budget shall be as follows:TBDThe Project Schedule shall be as follows:TBD

Appendix B Forms CITY OF SOMERVILLE

Rev. 08/01/12

Form:____ Contract Number:____



Certificate of Authority (Limited Liability Companies Only)

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

1. I, the undersigned, being a member or manager of

PMA Consultants, LLC

(Complete Name of Limited Liability Company)

a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

2. The LLC is organized under the laws of the state of: Michigan

3. The LLC is managed by (check one) a Manager or by its Members.

4. I hereby certify that each of the following individual(s) is:

- a member/manager of the LLC;
- duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
- duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
- that no resolution, vote, or other document or action is necessary to establish such authority.

Name	Title
Dr. Gui Ponce de Leon	Founder and CEO
John Sheridan	Division Director
Christopher Carroll	Executive Director

5. Sign

Signature: (chi) Huida

Printed Name: John Sheridan

Printed Title: Division Director

Date: 7/21/2020

Online at: www.somervillema.gov/purchasing



William Francis Galvin Secretary of the Commonwealth **The Commonwealth of Massachusetts** Secretary of the Commonwealth State Rouse, Boston, Massachusetts 02183

June 29, 2020

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

PMA CONSULTANTS, L.L.C.

in accordance with the provisions of Massachusetts General Laws Chapter 156C on July 30, 1997.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: GUI PONCE DE LEON

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **GUI PONCE DE LEON**



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

illim Travis Galicin

Secretary of the Commonwealth

Processed By:KMT

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

0.00

Bodily Injury Liability......\$ One Million

Property Damage Liability......\$ One Million

B. PROFESSIONAL LIABILITY......\$ 1,000,000.00

C. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

WORKER'S COMPENSATION.....\$Statutory

EMPLOYERS' LIABILITY.....\$ Statutory

D. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.......\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing abovedescribed coverage is attached.

2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.

3. All applicable insurance policies shall read:

"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To: City Of Somerville c/o Purchasing Department 93 Highland Avenue Somerville, Ma. 02143

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

CLAIMS-MADE X OCCUR PREMISES (Ea occurrence) \$1.0 MED EXP (Any one person) \$10 PERSONAL & ADV INJURY \$1.0 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2.0	e (MM/DD/YYYY) 7/24/2020	
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