

City of Somerville: Standard Contract Form

AMENDMENT 3

CONTRACT NAME:

Owner's Project Management (OPM) Services for Building Renovation and Department Relocation Master Plan

CONTRACT NUMBER: 210018 dated WHEREAS, The City has entered into the contract numbered and dated above hereafter "the Contract," to obtain the following: Owner's Project Management (OPM) Services for Building Renovation and Department Relocation Master Plan 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 2021 day of May, by and between the City of Somerville ("City") and PMA Consultants, LLC (the "Vendor"). Vendor Name: PMA Consultants, LLC **Vendor Address:** 35 Braintree Hill Office Park Suite 300 Braintree, MA 02184 Vendor Contact Chris Carroll ccarroll@pmaconsultants.com Name, Email, 781.519.1060 & Tel./Fax #: **Contract Amount:** \$900,000.00 Purchase Order #: 20215552 Contract Term: 7/1/2020 through 6/30/2023 The term of this Contract shall commence on 7/1/2020 Term: and shall end on 6/30/2023 ("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. Owner's Project Manager **Procurement Type:** IAM - Capital Projects Project Manager: Melissa Woods Contracting Department: 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 \$260,000.00 to a new amount of \$900,000.00 Additional scope and fee for COVID-19 1.2) The parties agree to amend the scope as follows: , per Appendix A. preventive measures 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. 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 Vendor, the Vendor is responsible for penalties. Certifications: The Vendor certifies that its Federal tax identification number as reported to the IR\$ is: 38-3327768 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: Executive Director ; 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 210018 is ratified and confirmed, including the changes.

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Appendix B: Forms (Check if Appli	cable; If Unchecked, Not Applicable)						
▼ Evidence of Insurance □ Vulneral	Evidence of Insurance						
IN WITNESS WHEREOF, the City and the Vendor has	ave executed this amendment as a sealed instrument on						
this, the 13th day of	May, 2021						
VEN	DOR						
	Date Signed: May 14, 2021						
x Christopher Carroll	Print Title: Executive Director						
Vendor Signature (Duly Authorized):	Print Name: Christopher Carroll						
CI	TY						
City Auditor's Encu	umbrance Statement						
I hereby certify that the total contract amount is \$\frac{900,000.00}{} a	nd that an unencumbered balance of						
\$ 260,000 · so is available for the current fiscal year of this contr							
\$_260,000.00 is hereby encumbered against the appropriate accommodational sums as are required under this contract.							
X A Site A site	x Mallatite						
X Constant Auditor X Angela M. Allen, Purchasing Director	Approved as to form: Francis X. Wright, Jr., City Solicitor						
x COES							
Richard E. Raiche, PE, PMP, Director of IAM							

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Appendix A Amendment Documentation

PMA Consultants, LLC. RFO 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.

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.

Amendment #02 as requested by the City to provide budget allowances for full time field oversight for the City's COVID-19 preventative measures implementation through June 2021, project management support for the City's House Doctor designer procurement and project management support for the City's HVAC service contract procurement. Budget amounts for each task are outlined in ATTACHMENT B [of Amendment #02]. The total amount of Amendment #02 is \$190,000.00, bringing the new contract total to \$640,000.00.

Amendment #03 as requested by the City to provide budget allowances for preliminary testing and balancing services per the attached scope of work, six months of full time (+/-1040 hours) project manager field oversight and six months of half time (+/- 520 hours) project management support for the City's municipal building COVID-19 preventative measures implementation. The total amount of Amendment #03 is \$260,000.00, bringing the new contract total to \$900,000.00.

CC

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>	Rate/Hr.
Project Executive (Carroll)	\$245.00
Project Director (Crittenden)	\$239.00
Senior Project Manager (Burke)	\$196.00
Project Manager (Cuneo, Miller, Loeffler)	\$150.00
Site PM / Clerk (Smith, Heuter)	\$148.00
Assistant PM (LoPresti, Masse, Zhang)	\$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	Ar	Prior nendments	Current mendment	Ne	w Contract Value
Feasibility Study Phase	\$ 300,000.00	\$	97	\$ 2	\$	300,000.00
Schematic Design Phase (excluding estimates)	\$ 900	\$	-	\$ 2	\$	2
Design Development Phase	\$:40	\$	(4)	\$ -	\$	-
Construction Document Phase	\$	\$	38.5	\$ -	\$	-
Bidding Phase	\$ -	\$	343	\$ *	\$	2
Construction Phase	\$ 2.4	\$	-	\$ -	\$	-
Completion Phase	\$:=::	\$	-	\$ 	\$	8
Total Basic Services Fee:	\$ 300,000.00	\$	= = = = = = = = = = = = = = = = = = = =	\$ 	\$	300,000.00
Additional Services Allowance:	\$ 50,000.00	\$	-	\$ 3	\$	50,000.00
C19 Supplemental Services Allowance:	\$:•:	\$	260,000.00	\$ 260,000.00	\$	520,000.00
House Doctor Support:	\$ 7.0	\$	10,000.00	\$ -	\$	10,000.00
HVAC Service IFB Support:	\$ 3.00	\$	20,000.00	\$	\$	20,000.00
Contract Summary:	\$ 350,000.00	\$	290,000.00	\$ 260,000.00	\$	900,000.00

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

TBD TBD

MILHARMER ASSOCIATES, INC.

534 New State Highway, Suite 3, Raynham, MA 02767 Office Phone# 508-823-8500 Office Fax# 508-823-8600

NEBB CERTIFIED AIR & HYDRONIC BALANCING

TESTING, ADJUSTING AND BALANCING QUOTE

PROJECT NAME Somerville City Bldgs TAB Services

QUOTE DATE 4/29/2021

ADDRESS Various Locations

QUOTE ID Q21-1833

CITY Somerville

STATE MA

PER PLANS AND SPECS NOTED

See Scope Below and Attached Sheet

CLIENT NAME PMA Consultants

CONTACT Blake Cuneu, PMP

CLIENT TEL 781-733-0975

CLIENT FAX

TOTAL TESTING, ADJUSTING AND BALANCING QUOTE

\$19,800

COMMENTS

The attached sheet shows our estimated days at each location. Our scope is based on profiling each piece of air handling equipment observed to establish current performance. We do not include distribution evaluation. We do not include repairs. We offer the following break down per the priority list: Priority One Locations - \$11,220.00. Priority Two Locations - \$8.580.00 We would also like to note Edgerly School (1) and City Hall Annex (2) no air moving equipment was found so no time is allocated to these locations.

We exclude the following from this quote:

1) Furnishing of scaffolding or lifts.

- 2) Furnishing fan and motor drives and belts.
- 3) Pressure testing piping systems or cleaning of strainers.
- 4) Cleaning or replacing filters in air handling units.
- 5) All quoted work is on normal hours unless noted.
- 6) Duct Leak testing & PreDemo Unless Noted.
- 7) Commissioning or programing of control programs.
- 8) Indoor Air Quality Test and Verification, Sound and Vibration Testing.
- 9) Purchasing of plans and specifications to perform our work, 10) Preconstruction readings are excluded unless noted.
- 11) If Milharmer arrives on a project that has been scheduled and it is not ready a minimum charge of \$400.00 will be added
- 12) Quotes under \$10,000.00 will not have retainage held if accepted. 13) COVID-19 Site Protocol

1) Progress Payments will be invoiced as work is performed including preliminary report work in office. Payment is due within 30 days for each invoice. No report will be issued unless all payments are current or other arrangements have been made. 2) This quote is valid for 30 days from the above date. After that time an extension of this quote shall be requested by the client for it to remain valid. Without such an extension request, and an approval by Milharmer Associates, Inc., we reserve the right to adjust our quote as required.

			Quote Terms and Conditions Accepted
SIGNED:	Ronald C. Merlo	SIGNED:	
	Milharmer Associates, Inc.		PMA Consultants
DATE:	4/29/2021	DATE:	

PMA Consultants Somerville Building Surveys	AHUs/	EFs	Notes
	RTUs		
Central Branch (Priority 1)	Bsmnt AHU	6 Small Roof EvEans	No access to roof to verify ExFan Qt
79 Highland Avenue	1st Flr AHU-3	2 Lrg Roof ExFans	TWO access to fool to verify Extrait QI
Estimated Days - 3	1st Flr AHU-4	Z LIG ROOF EXT alls	
	2nd Flr AHU-1		
	2nd Flr AHU-2		
East Branch Library (Priority 1)	Roof RTU		
115 Broadway			
Estimated Days - 1			
City Hall (Princips 4)	Bsmnt AHU.1		
City Hall (Priority 1) 93 Highland Avenue	Bsmnt AHU.2		
Estimated Days - 3	Gnd Lvl RTU		
Estimated Days - 3	Roof ????		
Traffic and Parking (Priority 1)	Roof RTU	Bsmnt ExFan	Roof has mini-spli
133 Holland Street			Local Purifires present
Estimated Days - 1			
Edgerly School (Priority 1)			No Scope. There is an ExFan but it is
8 Bonair Street			capped off for Kitchen.
Estimated Days - 0			Window AC units throughout bldg
City Hall Annex (Priority 2)			No Air Moving Faving and Notes
50 Evergreen Avenue			No Air Moving Equipment Noted AC Window Units Only
Estimated Days - 0			AC Willdow Offits Offiy
zoumated zajo o			
DPW Facility / Water Dept (Priortiy 2)	Grnd Lvl AHU		DPW No Air Moving Equipment Notec
1 Franey Road Estimated Days - 1			
·			
Senior Center (Priority 2)	1st Flr AHU		
165 Broadway Estimated Days - 1	2nd Flr AHU		
Loundieu Days - 1			
Archive Building (Priority 2)	Roof RTU	Bsmnt ExFan	No Roof Access
42 Cross Street			
Estimated Days - 1			
Fire Station Headquarters (Priority 2)	Roof RTU.1	Garage ExFans (2)	Garage Exfans don't appear to be operation
266 Broadway	Roof RTU.2	Roof ExFans (4)	Cardboard blocking diffusers
Estimated Days - 3	Roof RTU.3		Roof has 7 Total ExFans - 3 not in service
	Roof RTU.4		

Appendix B Forms	
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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
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PMA Consultants, LLC

(Complete Name of Limited Liability Company)

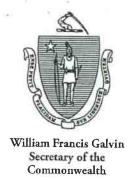
a limited liability company (LLC) hereby certify as to the contents of this form for the purpose of contracting with the City of Somerville.

- 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	<u>Title</u>
Dr. Gui Ponce de Leon	Founder and CEO
John Sheridan	Division Director
Christopher Carroll	Executive Director

Signature: (ok) Shidon	
Printed Name: John Sheridan	
Printed Title: Division Director	
	Printed Name: John Sheridan

Online at: www.somervillema.gov/purchasing



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

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.

Secretary of the Commonwealth

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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

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

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

- B. PROFESSIONAL LIABILITY......\$ 1,000,000.00
- C. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION BENEFIT PURSUANT TO CHAPTER 152 OF THE MASSACHUSETTS GENERAL LAWS IN THE AMOUNT AS LISTED BELOW:

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

EMPLOYERS' LIABILITY....\$ Statutory

D. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

- 1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
- 2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
- 3. All applicable insurance policies shall read:

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2020

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

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

рновисея Hylant - Ann Arbor		CONTACT NAME:			
24 Frank Lloyd Wright Dr. Ste J4	4100	PHONE (A/C, No. Ext): 734-741-0044	FAX (A/C, No): 734-741-1850		
Ann Arbor MÍ 48105		ADDRESS: Silvia.Oriani@hylant.com			
		INSURER(S) AFFORDING COVERAGE	NAIC#		
Alle mellemplikkiske in septembelikasi seper dentaksi kan di angala seperatur.		INSURER A: Federal Insurance Company	20281		
PMA Consultants, LLC	PMACONS-02	INSURER B: Travelers Prop Cas Co of Amer	25674		
226 W. Liberty Street		INSURER C: Indian Harbor Insurance Co	36940		
Ann Arbor MI 48104		INSURER D:			
		INSURER E:			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER: 1430610744	REVISION NUM	BER:		

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.

TR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY	1	35841291	7/1/2020	7/1/2021	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$2,000,000
	POLICY X PRO- X LOC	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER.					Deductible/SiR	\$0
A	AUTOMOBILE LIABILITY		73589225	8/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
		1				Deductible/SIR	\$0
В	X UMBRELLA LIAB X OCCUR		ZUP-16N57488-20-NF	7/1/2020	7/1/2021	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DED X RETENTIONS 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		71722522	7/1/2020	7/1/2021	X PER OTH-	
	ANYPROPRIETOR/PARTMER/EXECUTIVE CO.	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under	i				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
2	Professional/Pollution Liability	!	CEO744697704	7/1/2020	7/1/2021	Each Claim Aggregate SIR	5,000,000 5,000,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Valuable Papers Coverage, Limit \$500,000

Additional Insured for General Liability and Automobile Liability, as required by written contract - City of Somerville. A waiver of subrogation applies on the General Liability, Automobile Liability, and Workers' Compensation policies in favor of the additional insured.

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

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