

REQUEST FOR QUALIFICATIONS (RFQ)
OWNER'S PROJECT MANAGEMENT (OPM) SERVICES
RENOVATION OF SOMERVILLE CITY HALL
93 HIGHLAND AVENUE

RFQ #16-24



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:
SEPTEMBER 9, 2015
DUE BY:
SEPTEMBER 30, 2015 – 11:00 A.M. EST

DELIVER TO:

City of Somerville
Purchasing Department
Attn: ANGELA M. ALLEN
93 Highland Avenue
Somerville, MA 02143

TABLE OF CONTENTS

RESPONDENTS' CHECKLIST	2
SECTION 1.0.....	3
GENERAL INFORMATION ON BID PROCESS	3
1.1 GENERAL.....	3
1.2 QUESTIONS.....	4
1.3 CHANGES & ADDENDA	4
1.4 PRE-SUBMISSION BRIEFING SESSION	5
1.6 BIDDING SCHEDULE	5
1.7 TIME FOR ACCEPTANCE OF RESPONSES TO RFQ.....	5
1.8 UNFORESEEN OFFICE CLOSURE.....	6
1.9 MODIFICATION OR WITHDRAWAL OF RESPONSES, MISTAKES, AND MINOR INFORMALITIES.....	6
1.10 RIGHT TO CANCEL/REJECT BIDS	6
SECTION 2.0.....	7
SPECIFICATIONS/SCOPE OF SERVICES	7
2.1 SCOPE OF WORK	7
2.2 SPECIFICATIONS AND PROPOSAL REQUIREMENTS	8
SECTION 3.0.....	14
AWARD OF CONTRACT.....	14
SECTION 4.0.....	15
FORMS.....	15
4.1 REQUIRED SUBMISSIONS (INCLUDED WITH RESPONSE).....	15
4.2 REQUIRED SUBMISSIONS (TO BE PROVIDED POST AWARD)	15
APPENDICES.....	17
APPENDIX A: CDR MAGUIRE EXISTING CONDITIONS SURVEY	17
APPENDIX B: STANDARD DESIGNER APPLICATION FORM FOR MUNICIPALITIES AND PUBLIC AGENCIES NOT WITHIN DESIGNER SELECTION BOARD (DSB) JURISDICTION (UPDATED MAY 2014).....	17
APPENDIX C: CITY OF SOMERVILLE OWNERS PROJECT MANAGEMENT SERVICES CONTRACT FOR PUBLIC CONSTRUCTION PROJECTS	17

**OWNER'S PROJECT MANAGEMENT (OPM) SERVICES
RENOVATION OF SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
RFQ #16-24**

RESPONDENTS' CHECKLIST

Please ensure all documents listed on this checklist are included, and/or acknowledged, with your submission. Failure to do so may subject the proposer to disqualification.

_____ Respondents' Checklist

_____ Qualifications and Non-Price Proposal with the following headings:

1. Letter of Introduction
2. Summary of Qualifications
3. Project Management Approach
4. Project Team
5. Review of Design Documents and Cost Estimates
6. Bidding/Construction Administration Services
7. Project Closeout Services

_____ Standard Designer Application Form for Municipalities and Public Agencies not within Designer Selection Board (DSB) Jurisdiction (Updated May 2014)
<http://www.mass.gov/anf/property-mgmt-and-construction/design-and-construction-of-public-bldgs/designer-selection-process/dsb-forms-instructions-and-manuals/forms/>

_____ Fee Schedule – *submit this single item in a separately sealed envelope*

_____ City of Somerville Forms

1. Past Performance/Reference Form _____
(please include contact names and e-mail addresses for references on the Standard Designer Application that are for projects similar to this one)
2. Certificate of Non-Collusion and Tax Compliance _____
3. Certificate of Signature Authority _____
4. Somerville Living Wage Form _____
5. Certificate of Good Standing _____
(will be required of awarded Vendor; please furnish with bid if available)
6. Insurance Specifications _____
(bidders to review and include in bid package; furnish sample certificate with bid if possible)

_____ Acknowledgement of Addenda (on addendum cover sheets, if applicable)

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

**BIDDING INSTRUCTIONS FOR
OWNER'S PROJECT MANAGEMENT (OPM) SERVICES
RENOVATION OF SOMERVILLE CITY HALL
93 HIGHLAND AVENUE
Bid No. RFQ #16-24**

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

1.1 General

Sealed submissions will be received on or before **11:00AM, on September 30, 2015.**

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

**Purchasing Department
Attention: Angela M. Allen, Director
City of Somerville
93 Highland Avenue
Somerville, MA 02143.**

It is the sole responsibility of the Applicant to insure that the submission arrives on time at the designated place. Late submissions will not be considered, and will be returned. Responses submitted must be an original.

One (1) original and four (4) copies, plus a CD/DVD with the complete submission shall be submitted by the deadline.

Electronic copies are to be submitted on CD-ROM saved in Microsoft Word or Adobe Acrobat format. ("Read only" files are acceptable). All disks shall be virus checked prior to submission.

A complete response consists of all documents listed on the Respondent's Checklist.

The signature of the Applicant's authorized official(s) must be provided on the cover letter and all the proposal forms. **An unsigned letter or one signed by an individual not authorized to bind the Applicant will be disqualified.**

The City of Somerville reserves the right to reject any or all proposals, waive minor informalities, and accept the proposal deemed to be in the best interest of the City.

The successful Applicant must be an Equal Opportunity Employer.

All information in the Applicant's response should be organized and presented in a clear / concise format, as outlined in the Respondent's Checklist. Accuracy and completeness are essential. The successful response will be incorporated into a contract as an exhibit; therefore, Applicants should not make claims to which they are not prepared to commit themselves contractually.

There must be no mention of the applicant's fee(s) in the non-price, qualifications submission. Such mention of applicant's and/or its sub-applicant's fees will subject the submission to disqualification. A fee schedule shall be submitted in a separately sealed envelope, clearly marked with your firm's name and "Fee Schedule – RFQ #16-24."

The solicitation may be obtained online via the Purchasing web page at <http://www.somervillema.gov/departments/finance/purchasing/bids> or by request from the Purchasing Department on and after **September 9, 2015** between the hours of 8:30 a.m. and 4:30 p.m. Monday – Wednesday, 8:30 a.m. to 7:30 p.m. on Thursdays and 8:30 a.m. to 12:30 p.m. on Fridays.

1.2 Questions

Questions concerning this solicitation must be submitted in writing to: Angela M. Allen, Purchasing Director, City of Somerville, Purchasing Department, 93 Highland Avenue, Somerville, MA 02143 **before September 24, 2015 at 12:00 noon EDT.**

Questions may be delivered, mailed, faxed to 617-625-1344, or e-mailed to amallen@somervillema.gov.

Answers will be provided in writing only, via an addendum, as noted below.

If any prospective respondents contact anyone employed by the City, outside of the Purchasing Department, regarding this bid/proposal, that bidder/proposer will be disqualified immediately.

1.3 Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. The City will post addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>).

A link to all addenda will be emailed to all prospective applicants on record as having picked up the solicitation. **Prospective applicants are highly encouraged to contact the**

Purchasing Department (purchasing@somervillema.gov) to register as a bid document holder to automatically receive addenda notifications as soon as they are issued.

It is the responsibility of the respondent to also monitor the bid portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>.

No changes may be made to the solicitation documents by the Applicants without written authorization and/or an addendum from the Purchasing Department.

1.4 Pre-Submission Briefing Session

There is an optional briefing session planned for this project on Wednesday, September 23, 2015 at 11:00 a.m. If prospective respondents would like to request a briefing session and site visit of the project location, please contact Purchasing before the above-referenced deadline for questions.

1.5 Evaluation of Responses

The Mayor, working through the Capital Projects and Planning Department (CPPD) and Purchasing, has established or will establish a selection committee (the "Committee") to review and evaluate qualifications and proposals, interview short-listed candidates, and recommend to the Mayor the most highly advantageous candidate to undertake the project.

1.6 Bidding Schedule

Key dates for this Invitation for Bid:

RFQ Issued	9/9/2015
Deadline for Submitting Questions to RFQ	9/24/2015 – 12:00 noon
Briefing Session	9/23/2015 – 11:00 a.m.
Responses Due and Opened	9/30/2015 – 11:00 a.m.
Interview of Short-listed Respondents	October 2015
Anticipated Contract Award	Fall 2015
Services Commence	Fall 2015
Contract Completion Date	Anticipated 2017

1.7 Time for Acceptance of Responses to RFQ

The City intends to name a preferred firm and to negotiate a fee in order to commence negotiations within 60 days after the response deadline. The contract award will be made immediately after successful negotiations have been reached

between the City and the preferred firm. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the preferred designer.

1.8 Unforeseen Office Closure

If, at the time of the scheduled deadline for submission of responses, Somerville City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 p.m. on the next normal business day. Responses will be accepted until that date and time.

Note: late deliveries of mail services (including but not limited to USPS, FedEx, UPS, DHL) are not the responsibility of the City. Respondents shall allow sufficient time for responses to be delivered to the City of Somerville's Purchasing Department.

1.9 Modification or Withdrawal of Responses, Mistakes, and Minor Informalities

An Applicant may correct, modify, or withdraw a response by written notice received by the City of Somerville *prior to* the time and date set as the deadline for submission responses. Modifications to a response must be submitted to the City's Purchasing Department in a sealed envelope clearly labeled "Modification No.____." Each modification must be numbered in sequence, and must reference the original solicitation.

After the deadline for responses to this RFQ, an applicant may not change any provision of the response in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the applicant will be allowed to correct them. If a mistake and the intended response are clearly evident on the face of the response, the mistake will be corrected to reflect the intended correct response, and the applicant will be notified in writing; the applicant may not withdraw the bid. An applicant may withdraw a response if a mistake is clearly evident on the face of the response, but the intended correct response is not similarly evident.

1.10 Right to Cancel/Reject Bids

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all bids (i.e. responses), if the City determines that cancellation or rejection serves the best interests of the City.

SECTION 2.0

SPECIFICATIONS/SCOPE OF SERVICES

2.1 Scope of Work

The City of Somerville, through its Purchasing Department on behalf of the Capital Projects and Planning Department, is seeking proposals from qualified professionals for owner's project management (OPM) services in the design and construction of renovations and modifications to the Somerville City Hall, located at 93 Highland Avenue in Somerville, Massachusetts.

CDR Maguire performed an existing conditions survey and analysis of the Somerville City Hall to evaluate the condition of the existing facility, categorize improvements needed to meet current codes and identify improvements that could be considered to improve general building operations. The survey of the existing facility identified the immediate needs of the building, analyzed the life expectancy of the existing building systems, identified code issues as well as thresholds that could trigger additional improvements. Most of the items identified are from deferred maintenance and from items approaching the end of their useful life.

The main objectives for the OPM are to assist in maintaining overall project costs, provide quality assurance throughout design and construction, and manage the construction schedule and budget.

The general Scope of Work for the OPM includes but is not limited to the following:

- Using a draft Design and Construction Services RFQ provided by the Owner, provide recommendations on information that should be included in the Designer Selection RFQ. OPM will be an active part of this process;
- Assist OWNER is identifying creative opportunities for phasing on project that reduces impacts to daily operations;
- Total project budget control;
- Design review and recommendations during the value engineering process;
- Schedule Analysis and Control;
- Coordination and assisting Owner in FF&E requirements;
- Communication and document control procedures;
- Monthly progress reports;
- Change order and claims administration.

The full scope of services encompasses the tasks outlined in the DCAMM OPM Guidelines from the Pre-Design Phase through the Post-Construction Phase (see <http://www.mass.gov/anf/docs/dcam/pubblgdgconstr/own-pm-guide.pdf>.)

Anticipated Project Phases and Designer Work Plan:

- Schematic Design – Two (2) Options with Preliminary Cost Estimates: 10 weeks
- 35% Design and Updated Cost Estimate: 8 weeks
- 80% Design and Updated Cost Estimate: 6 weeks
- 100% Design and Final Cost Estimate: 6 weeks

- Bidding & Award: 5 weeks
- Construction Administration Phase: 52 weeks
- Estimated Total Duration (Exclusive of Completion Phase): 87 weeks

Project Phases and Designer Work Plan

Schematic Design – Two (2) Options, Preliminary Cost Estimates	8 weeks
35% Design and Updated Cost Estimate	8 weeks
80% Design and Updated Cost Estimate	5 weeks
100% Design and Final Cost Estimate	5 weeks
Bidding	5 weeks
Construction Administration Phase	52 weeks
Estimated Total Duration (Exclusive of Completion Phase)	83 weeks

2.2 Specifications and Proposal Requirements

Each OPM services qualifications package will contain a table of contents with the following headings and corresponding content:

1. Letter of Introduction
2. Summary of Qualifications
3. Project Management Approach
4. Project Team
5. Review of Design Documents and Cost Estimates
6. Bidding/Construction Administration Services
7. Project Closeout Services
8. Standard Designer Application Form
9. Fee Schedule (in separately sealed envelope)

A response that does not provide the information and documentation requested may be deemed nonresponsive and thereafter rejected.

- 1. Letter of Introduction** – Signed by a principal in the firm serving as the lead applicant on the application. The signature shall be of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFQ, on behalf of the Respondent. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
 - a)** A specific statement regarding compliance with the minimum requirements identified in the “Selection Criteria” below. Include identification of registration, number of years of experience and where obtained (as supported by the resumes that are to be attached), as well as the date of the MCCPO certification. (A copy of the MCCPO certification should

be attached to the cover letter).

- b) An acknowledgement that the Respondent has read the Request for Qualifications. Respondent shall note any exceptions to the RFQ in its cover letter.
 - c) An acknowledgement that the Respondent has read the Standard Contract. Respondent shall note any exceptions to the Standard Contract in its cover letter.
 - d) In the event that the City receives financial assistance for this project from the Commonwealth of Massachusetts, the Applicant must be prepared to comply with all the necessary requirements pursuant to M.G.L. Chapter 7C, Section 6.
 - e) A description of the Respondent's organization and its history.
2. **Summary of Qualifications** – Include the firm's organizational capacity and strengths. List at least three but no more than six relevant projects with a brief description of the challenges, strategies and measures incorporated on each job and include a client reference for each.
3. **Project Management Approach** – Discuss how you envision the challenges and opportunities presented by this specific project and how you might meet them to ensure a successful outcome. The City highly encourages respondents to use this opportunity to elaborate on their thinking and experience with respect to this project and to highlight those aspects of their qualifications that make them the most attractive OPM team.
4. **Project Team** – Identify the individuals of the OPM team (including consultants). State the firm's name, individual's name, professional registration or license number as applicable, and whether or not the firm is certified by the Commonwealth of Massachusetts Supplier Diversity Office (SDO) as an MBE and/or WBE. Include a summary of each team member's experience, role on the team for this project, and approximate percentage of time allocated to this project. A resume or CV of each proposed team member shall be included in the respondent's submission.
5. **Review of Design Documents and Cost Estimates** – Discuss how the firm works constructively with the Owner and Design Team toward the development of a comprehensive, sustainable program for the building and financially realistic bid documents that are accurate, complete and well-coordinated. The City would like to explore opportunities to make this building LEED certified, so experience in this area is a plus.
6. **Bidding and Construction Administration Services** – Discuss your Project Team's approach to this phase of the work.

7. **Project Closeout Services** – Discuss Respondent’s approach to project closeout services. The City’s expectations on this project include: participation in punch list inspection and follow-up; final inspection and certification; coordination of warranties; energy efficiency credit documentation; O&M documentation and training; and coordination and delivery of as-built record drawings.
8. **Standard Designer Application Form for Municipalities and Public Agencies** not within DSB Jurisdiction (Updated May 2014). In addition to the above-listed components of the qualifications narrative, applicants shall complete and submit this form as developed by the Designer Selection Board of the Commonwealth of Massachusetts. The form is attached in Appendix B. It may be obtained online at: <http://www.mass.gov/anf/docs/dcam/dlforms/dsb/14-6-10-cities-towns-application.pdf>
9. **Fee Schedule** – An initial fee schedule shall be submitted in a separately sealed envelope marked “RFQ 16-24 – OPM Fee Schedule” with your firm’s name. Fee schedules will not be opened prior to the final technical service proposal rankings. The actual fee shall be subject to negotiation. The proposed fees should include all direct and indirect expenses as well as the costs of all sub-consultants and reimbursable expenses. Hourly rates for all proposed professional personnel assigned to the project should be indicated on the fee schedule.

2.3 Selection Criteria

The selection process will include an evaluation procedure based on the criteria identified below. Applicants that clearly meet the minimum requirements will be evaluated. Following the rating of all fully responsive submissions, the Selection Committee appointed by the Mayor will identify, or “short-list,” at least three (3) applicants with the highest ratings by the Committee. The Committee may choose to interview the short-listed applicants.

Minimum Requirements

In order to be eligible for selection, each Respondent must certify in its cover letter that it meets the following minimum requirements. Any Response that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration.

Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Officer (MCPPO) Program as administered by the Inspector General of the Commonwealth of Massachusetts and must also meet the following minimum requirements:

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least 5 years’

experience in the construction and supervision of construction and design of public buildings:

or,

- if not registered as an architect or professional engineer, the Project Director must be a person who has at least 7 years' experience in the construction and supervision of construction and design of public buildings.

Comparative Evaluation Criteria

In addition to the minimum requirements set forth above, all Respondents must demonstrate that they have experience, knowledge and abilities with respect to public construction projects, particularly involving the construction and renovation of historic buildings. The Owner will evaluate Responses based on criteria that shall include, but not be limited to, the following:

1) 0-15 Potential Points

Past performance of the Respondent, with regard to public and private projects across the Commonwealth, as evidenced by:

- a) Documented performance on previous projects as set forth in the qualifications narrative (see section 2.2 item 2 above, and the Standard Designer Application Form), including the number of projects managed, project dollar value, number and percentage completed on time, number and dollar value of change orders, average number of projects per project manager per year, number of accidents and safety violations, dollar value of any safety fines, and number and outcome of any legal actions;
- b) Satisfactory working relationship with designers, contractors, Owner, and local officials.

2) 0 - 5 Potential Points

Thorough knowledge of the Massachusetts State Building Code, regulations related to the Americans with Disabilities Act, and all other pertinent codes and regulations related to successful completion of the project.

3) 0 – 5 Potential Points

Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws. Knowledge and experience with procurement methodology under Massachusetts General Laws is required.

4) 0 – 15 Potential Points

Management approach: the Respondent's approach to providing the level and nature of services required in section 2.2 above as evidenced by proposed project staffing; proposed project management systems; effective information management; and examples of problem solving approaches to resolving issues that impact time and cost. Align management approach with the current status of the project and the remaining effort required to complete the project.

5) 0 – 15 Potential Points

Key personnel: an organizational chart that shows the interrelationship of key personnel to be provided by the Respondent for this project and that identifies the individuals and associated firms (if any) who will fill the roles of Project Director, Project Representative and any other key roles identified by the Respondent, including but not limited to roles in design review, estimating, cost and schedule control. Specifically, describe the time commitment, experience and references for these key personnel including relevant experience in the supervision of construction of several projects that have been either successfully completed or in process that are similar in type, size, dollar value and complexity to the project being considered. The City's Capital Projects and Planning Department will work closely with the OPM to provide continuity for the project and background information on the project essential to maintaining current project schedule and budget.

6) 0 – 10 Potential Points

Capacity and skills: Identification of existing employees by number and area of expertise (e.g. field supervision, cost estimating, schedule analysis, quality control and safety). Identify any services to be provided by sub-consultants.

7) 0 – 5 Potential Points

The Respondent's current and projected workload for projects estimated to cost in excess of \$1.5 million.

8) 0 – 5 Potential Points

Demonstrated experience working on high performance green buildings (if any), green building rating system used (e.g., MA-CHPS or LEED), life cycle cost analysis and recommendations to Owners about building materials, finishes etc., ability to assist in grant applications for funding and track Owner documentation for MA-CHPS or LEED prerequisites.

9) 0 – 15 Potential Points

Thorough knowledge and demonstrated experience with cost estimating, schedule analysis and cost control with actual examples of recommendations and associated benefits to Owners.

10) 0 – 5 Potential Points

Knowledge of the purpose and practices of the services of Building Commissioning Consultants.

11) 0 – 5 Potential Points

Financial Stability: Provide current balance sheet and income statement as evidence of the Respondent's financial stability and capacity to support the proposed contract.

2.4 Selection Process

In order to establish a short list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner will establish its final

ranking of the short-listed Respondents after conducting interviews and reference checks. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

This Request for Services, any addenda issued by the Owner, and the selected Respondent's response, will become part of the executed contract. The key personnel that the Respondent identifies in its response must be contractually committed for the Project. No substitution or replacement of key personnel or change in the Sub-consultants identified in the response shall take place without the prior written approval of the Owner.

The selected Respondent(s) will be required to execute a Contract for Project Management Services with the Owner in the form that is attached hereto as Attachment C and incorporated by reference herein. Prior to execution of the Contract for Project Management Services with the Owner, the selected Respondent will be required to submit to the Owner a certificate of insurance that meets the requirements set forth in the Contract for Project Management Services.

Prior to execution of the Contract for Project Management Services, the fee for services shall be negotiated between the Owner and the selected Respondent to the satisfaction of the Owner, within its sole discretion.

2.5 Selection Schedule

The Selection Committee reserves the right to re-advertise if there are fewer than four Respondents that meet the minimum requirements. After submission of qualifications, a Selection Committee will review all applications to determine which ones meet the minimum requirements. The Selection Committee will rate every Respondent that meets the minimum qualifications using the weighted evaluation criteria in this RFQ. The weighted evaluation criteria will be assigned by all committee members with a brief written explanation for their assigned score. After individual evaluations, the Procurement Officer will collect all committee members' evaluation sheets for each Respondent and will compile a master list ranking the Respondents from most advantageous (the highest cumulative score) to least advantageous (the lowest cumulative score).

Following the ranking of Respondents, the committee will short-list a minimum of three Respondents and will conduct interviews with the short-listed Respondents. The Purchasing Director will notify all applicants of the names of the applicants selected for the short list. The short-listed applicants will be notified, either by e-mail or telephone, of the date, time and place for their interviews and any other pertinent information related thereto.

Each short-listed Respondent will be required to make a presentation of their qualifications to the Selection Committee. Each interview will consist of a question and answer period and time allotted for Respondents to present past experience with projects of similar scope and size. All three (or more) finalists will be asked the same questions and given the same opportunities to present. The interview process will also have a ranking system and committee members will be required to rank each of the finalists. Based on the interview process, Respondents will be ranked and references will be checked for the highest ranking Respondent.

After acceptable references, and within a reasonable period of time after the last interview, the Committee will forward to the Mayor its recommendation of the final ranking of the short-listed applicants. The list will be accompanied by a written explanation of the ranking including the recorded vote, if any. The written explanation and recorded vote, if any, shall be public records and shall be maintained in the contract file.

The Mayor may, at the Mayor's sole discretion, interview the applicants on the short list. The Mayor may exclude any OPM firm from the short list if a written explanation of the exclusion is filed with the Committee and maintained in the contract file.

2.6 Fee Negotiations

The Owner will commence fee negotiations with the first-ranked selection. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors, a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased Owner's Project Manager fee.

If the Owner is unable to negotiate a satisfactory fee with any of the finalists, the Mayor shall recommend that the Committee select additional finalists from the original pool of applicants or re-advertise the RFQ.

Once successful negotiations have concluded (for a not-to-exceed fee), the City will prepare the contract and submit it to the successful applicant for signature. Upon receipt of the executed contract and all other required documents from the designer, Purchasing will have the contract signed by the appropriate City officials. This award will result in the issuance of a purchase order to be delivered with a fully executed contract to the designer. Unless otherwise stated, the issuance of the purchase order and fully executed contract is tantamount to a Notice to Proceed, at which time the successful applicant will be expected to begin work under the contract.

SECTION 3.0 AWARD OF CONTRACT

The City may award a contract to a responsive and responsible Applicant deemed to be the most highly qualified based on the evaluation procedures and fee negotiations described herein. The City reserves the right to reject any and all responses if it determines that it is in the best interest of the City to do so.

The City's standard contract for OPM services for public construction projects is attached in Appendix C.

SECTION 4.0 FORMS

4.1 Required Submissions (included with response)

4.1.1 Past Performance / Reference Sheet

Note: Respondents may cross-reference data already provided on Standard Designer Application; contact names, phone numbers and e-mail addresses are required by the City of Somerville.

4.1.2 Non-Collusion & Tax Compliance Form

4.1.3 Certificate of Signature Authority

4.1.4 Somerville Living Wage Ordinance Form

4.1.5 Vendor TIN Certification Form

4.2 Required Submissions (to be provided post award)

4.2.1 Certificate of Good Standing: requirement is included in this solicitation.

4.2.2 Insurance Certificate: As outlined on attached form included in this solicitation, must be provided by the **awarded vendor** within

PAST PERFORMANCE / REFERENCE SHEET

The City requires that the Contractor demonstrate experience providing similar services for a minimum of three (3) projects similar in Scope. Three (3) references shall be provided for past performance.

Please use the below format for all references submitted and provide as much detail as possible in the Summary section.

Past Performance / Reference Title:	
Period of Performance	
POC* Name & Title	
Telephone	
Fax	
Email	
Summary of supplies or services provided	

*Point of Contact of firm/agency providing reference. POCs shall be individuals that worked directly with the applicant.

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

Signature: _____
(Individual Submitted Bid or Proposal)
Duly Authorized

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



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

(Insert Full Name of Corporation)

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

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

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

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

(Insert Name of Officer from Line 2) (Insert Title of Officer from Line 2)

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

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



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

_____,
(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: _____.
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.

<u>Name</u>	<u>Title</u>

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



SOMERVILLE LIVING WAGE ORDINANCE CERTIFICATION FORM
CITY OF SOMERVILLE CODE OF ORDINANCES SECTION 2-397 et seq.*

Instructions: This form shall be included in all Invitations for Bids and Requests for Proposals which involve the furnishing of labor, time or effort (with no end product other than reports) by vendors contracting or subcontracting with the City of Somerville, where the contract price meets or exceeds the following dollar threshold: \$10,000. If the undersigned is selected, this form will be attached to the contract or subcontract and the certifications made herein shall be incorporated as part of such contract or subcontract. **Complete this form and sign and date where indicated below on page 2.**

Purpose: The purpose of this form is to ensure that such vendors pay a “Living Wage” (defined below) to all covered employees (i.e., all employees except individuals in a city, state or federally funded youth program). In the case of bids, the City will award the contract to the lowest responsive and responsible bidder paying a Living Wage. In the case of RFP’s, the City will select the most advantageous proposal from a responsive and responsible offeror paying a Living Wage. In neither case, however, shall the City be under any obligation to select a bid or proposal that exceeds the funds available for the contract.

Definition of “Living Wage”: For this contract or subcontract, as of 7/1/2015 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.24 per hour. From time to time, the Living Wage may be upwardly adjusted and amendments, if any, to the contract or subcontract may require the payment of a higher hourly rate if a higher rate is then in effect.

CERTIFICATIONS

1. The undersigned shall pay no less than the Living Wage to all covered employees who directly expend their time on the contract or subcontract with the City of Somerville.
2. The undersigned shall post a notice, (copy enclosed), to be furnished by the contracting City Department, informing covered employees of the protections and obligations provided for in the Somerville Living Wage Ordinance, and that for assistance and information, including copies of the Ordinance, employees should contact the contracting City Department. Such notice shall be posted in each location where services are performed by covered employees, in a conspicuous place where notices to employees are customarily posted.
3. The undersigned shall maintain payrolls for all covered employees and basic records relating hereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the number of hours worked, the gross wages, a copy of the social

* Copies of the Ordinance are available upon request to the Purchasing Department.

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 05/07/15

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

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

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

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

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____

INSTRUCTIONS: PLEASE POST

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

Under the Somerville, Massachusetts' Living Wage Ordinance (Ordinance No. 1999-1), any person or entity who has entered into a contract with the City of Somerville is required to pay its employees who are involved in providing services to the City of Somerville no less than a "Living Wage".

The Living Wage as of **7/1/2015** is **\$12.24** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.



CITY OF SOMERVILLE, MASSACHUSETTS

JOSEPH A. CURTATONE
MAYOR

Vendor Certification

The vendor certifies that it has provided the City of Somerville with an accurate tax identification number (TIN). In the event that the City is fined by the IRS for an incorrect TIN provided by the vendor, the vendor agrees to reimburse the City for the amount of the fine.

TIN

Signature

Printed Name of Person signing

Company

Date



CERTIFICATE OF GOOD STANDING

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

The **Awarded Vendor** must comply with our request for a **CURRENT “Certificate of Good Standing”**.

If you require information on how to obtain the “Certificate of Good Standing” or Certificate of Registration (Foreign Corporations) from the Commonwealth of Massachusetts, please call the Secretary of State’s Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17th Floor, Boston, MA 02133 or you may access their web site at:
<http://corp.sec.state.ma.us/CorpWeb/Certificates/CertificateOrderForm.aspx>

If your company is incorporated outside of Massachusetts and therefore is a “foreign corporation”, but is registered to do business in Massachusetts, please comply with our request for the Certificate of Registration from the Commonwealth of Massachusetts. If your company is a foreign corporation, but is not registered to do business in Massachusetts, please provide the Certificate of Good Standing from your state of incorporation.

Please note that without the above certificate (s), the City of Somerville cannot execute your contract.

IMPORTANT NOTICE

Requests for Certificates of Good Standing by mail may take a substantial amount of time. A certificate may be obtained immediately in person at the Secretary’s Office at the address above. Also, at this time, the Secretary of State’s Office may not have your current annual report recorded. If this is the case, and you are therefore unable to obtain the Certificate of Good Standing, please forward a copy of your annual report filing fee check with your signed contracts. Please forward your original Certificate of Good Standing to the Purchasing Department upon receipt.

Thank You,

Purchasing Director

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. PROFESSIONAL LIABILITY.....\$ 500,000.00

B. COVERAGE FOR PAYMENT OF WORKER'S COMPENSATION
BENEFITS 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.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

CERTIFICATE SHOULD BE MADE OUT TO:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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	CONTACT NAME:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
INSURED	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
INSURER E:			
INSURER F:			

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

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

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

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

DESCRIPTION OF PROJECT, SOLICITATION NUMBER AND THAT THE CITY OF SOMERVILLE IS A CERTIFICATE HOLDER AND ADDITIONAL INSURED

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
c/o PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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:

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Somerville, Ma. 02143**

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	PHONE (A/C, No. Ext):	FAX (A/C, No):
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	INSURER C :	
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	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
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							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
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	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
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AUTHORIZED REPRESENTATIVE

APPENDICES

APPENDIX A: CDR Maguire Existing Conditions Survey

APPENDIX B: Standard Designer Application Form for Municipalities and Public Agencies not within Designer Selection Board (DSB) Jurisdiction (updated May 2014)

APPENDIX C: City Of Somerville Owners Project Management Services Contract for Public Construction Projects



EXISTING CONDITIONS REPORT SOMERVILLE CITY HALL

*A Report to: City of Somerville
October 30, 2014*

Prepared by: CDR Maguire Inc.
211 Congress Street, 11th Floor
Boston, MA 02110

Table of Contents

Executive Summary.....	2
Introduction	3
Facility Information – General	4
Findings	4
A. Site	5
B. Exterior Wall	6
C. Exterior Windows and Door.....	10
D. Roof	12
E. Clock Tower.....	13
F. Attic.....	15
G. Building Interior	16
H. HVAC	17
I. Electrical.....	18
J. Fire Protection	19
K. Plumbing	20
L. Accessibility.....	21
M. Code Compliance	31
Code Triggers	37
Recommendations and Project Schedule	39
Cost Considerations	39
Breakdown of Tasks	39
Category 1 Immediate	40
Category 2 Life Safety Issues.....	41
Category 3 Within 5 Years.....	42
Category 4 Within 10 Years	43
Alternative Appendix	
A – Glossary of Acronyms and Terms	44
B – Photographs.....	46

EXECUTIVE SUMMARY

CDR Maguire performed an existing conditions survey and analysis of the Somerville City Hall to identify the condition of the existing facility to allow for the continued operations. A team of professional architects and engineers representing each of the major building disciplines visited the site and worked in collaboration to develop and ultimately refine this report. The assessment contained herein are intended to provide the necessary background to support the recommendations presented and to provide information to the decision makers that could impact the ensuing projects.

The condition survey of the existing facility identified the immediate needs of the facility, analyzed the life expectancy of the existing building systems, identified code issues as well as threshold that trigger additional items. Most of the items identified are from deferred maintenance and from items approaching the end of their useful life.

Based on the identification of these items a construction cost of \$3,302 million was calculated to address all of the issues. Including all overhead, profit and contingencies the complete project cost escalates to approximately \$4.292 million. This does not include any modifications to the layout of the facility caused by programmatic changes, removal of hazardous material or design fees.

In addition to identifying the issues, a time line of scheduled repairs was provided dividing the repairs into four different categories. This revealed the following;

- \$ 556,000 is required for immediate repairs.
- \$ 46,000 is required for Life Safety improvements,
- \$ 400,000 is required for repairs scheduled within five years
- \$ 2,300,000 is required for repairs scheduled within ten years.

Based on the amount of scheduled repairs within the 5 year time frame, several code thresholds could be triggered requiring additional scope items such as full handicap access as well as the implementation of a fire suppression system. These could then intern, lead to more comprehensive interior renovations and structural upgrades

While there are several different ways to implement the repair to the Somerville City Hall, we feel that the most cost effective solution is to perform the work as one project within the 5 year time frame. Performing the work in one phase minimizes the disturbances to the buildings occupants, addresses all of the issues sooner rather than later and it reduces the facilities maintenance and operational costs. Additionally since only one contractor is involved there is no issue with project continuity and systems compatibility between separate contractors and time frames.

INTRODUCTION

The City of Somerville has commissioned CDR Maguire Inc. to perform a comprehensive building assessment of the Somerville City Hall to identify existing building deficiencies, prioritize their repairs and provide an associated construction costs to perform the identified issues.

A team of architects and engineers from CDR Maguire and RDK Engineers performed a visual assessment of the facility and identified existing building issues within the following categories that will need to be addressed within the next ten years. At this time the buildings programmatic needs were not included within the evaluation.

- Civil/Site Features
- Structural
- Exterior Façade
- Roofs
- Windows
- Building Interiors
- Plumbing
- HVAC
- Electrical
- Fire Protection
- Accessibility
- Code Compliance

The building evaluation presented in this report in this report is based on field observations, review of available construction documents, prior reports and discussions with personnel from the facility. Building codes and pertinent guidelines, presently in force locally and federally were utilized in evaluating the buildings.

This report describes the existing conditions of the facility on a per-system, per-discipline basis. Code violations, deficiencies and building issues are identified along with the probable repair costs.

FACILITY INFORMATION-GENERAL

Address 93 Highland Street

Present Use Business, Assembly

Year Constructed: 1852 Central Core, Constructed as the Somerville High School
1872 Dedicated as Somerville City Hall
1896 Two story South Wing addition
1924 Two story North Wing addition
1989 Added to National Register of Historic Places

Site: Shared with the current Somerville High School

Number of Floors:	Basement	8,842 SF
	First Floor	8,277 SF
	Second Floor	8,277 SF
	Attic Habitable	5,559 SF
	Attic Storage	2,778 SF

Total Square Footage: 33,733 SF

Appraisal: (assumed) \$6,000,000

FINDINGS

Overall, visually, the facility appears to be well maintained and in good shape. However the in depth evaluation revealed a facility with the majority of its interior finishes, roofing, mechanical, electrical systems are approaching the end of their useful life and in need of replacement. As it typically occurs with municipal facilities, the majority of the maintenance has been reactive rather than preventative, consequently a lot of the building systems will need to be addressed and or replaced sooner than others.

The findings and recommendations are detailed in the following sections

A. SITE

Since the Somerville City Hall shares a site with the High School. We have limited our site scope to site elements that are in the immediate vicinity of the City Hall.

The sidewalks are concrete, and are generally in good condition.

The areas we observed that are in need of repair include:

1. The sealant at the Main Entry steps is missing in many places, some stone is damaged and railings need to be scraped, primed and painted. See photo 1.

Recommendation: Replace sealant, repair steps, paint railings.
Priority: Category 1
Estimated Cost: \$8,000.00

2. Other miscellaneous areas of deteriorated concrete walks, steps and curbs were noted. See photo 2.

Recommendation: Remove and replace areas of damaged concrete.
Priority: Category 1
Estimated Cost: \$7,000.00

3. The Fire Escape is rusting, and one steel post has separated from its base. See photo 2.

Recommendation: Repair damaged metal. Strip and repaint fire escape.
Priority: Category 2
Estimated Cost: \$22,000.00

4. The retaining wall near the Northeast corner of the building is beginning to lean. It will likely last several years before completely failing. See photo 3.

Recommendation: At its current condition the retaining wall should be monitored to make sure that its condition does not worsen. At the same time plans should be implemented to either repair or replace the wall.

Priority: Category 3
Estimated Cost: \$28,000.00

5. The concrete steps to School Street at the North side of the building are badly deteriorated, and the treads slope downward, creating a dangerous slip hazard in icy conditions. See photos 4-5.

Recommendation: Complete replacement of steps, sidewalls and railings. This is a safety concern and similarly to the retaining wall identified above these should be included as a priority.

Priority: Category 3

Estimated Cost: \$42,000.00

6. The Basement level entrance stairs and ramp have rusted and loose railings, loose lamp posts, and cracked granite steps. See photos 6-7.

Recommendation: Provide new railings, repair step and re-anchor lamp posts.

Priority: Category 3

Estimated Cost: \$16,000.00

7. The Terrace on the South side of the building is leaking water and tar into the office below. Moss, plant growth and organic debris is seen on the terrace and below the pavers, and must be removed for proper function of drains. Some deterioration of the cast stone guardrail was seen. The first riser of the steps leading to the Terrace on the South side of the building is higher than the rest. See photos 8-10.

Recommendation: Remove pavers and clean out debris. Inspect and clean drains. Remove and replace waterproofing membrane. Reinstall pavers, replacing broken ones. Insulate exposed drain pipes at Basement office to prevent condensation. At guardrail, clean all cast stone, patch all damaged cast stone with concrete repair mortar to match existing, and apply a penetrating water repellent and consolidation treatment to all surfaces. Prune trees and bushes away from terrace. Build up the grade below the steps to make bottom riser equal to the others.

Priority: Category 3

Estimated Cost: \$21,000.00

The majority of the above identified items need to be addressed within a five year time span. Extensive exposure of moisture infiltration and continued degradation of concrete in retaining walls, sidewalks and steps will only increase the costs to perform the repairs not to mention exposing the city to possible liability issues.

B. EXTERIOR WALLS

The building structure for the facility varies with each area of the building and typically reflects the standard construction method of its era. The structural system including the foundations, walls and roof are in satisfactory condition with no visible signs of settlement or cracks.

That said, the wall construction consist of a multi wythe masonry wall. Neither the veneer nor the backup wall are reinforced or are seismically braced to the roof structure. The roof construction was designed based on the loading requirements in affect at that time.

Based the existing conditions, the facility as it currently stands, is grandfathered from requiring structural improvements. However, as renovations and improvements are performed on the facility, the International Existing Building Code (IEBC) requires code upgrades on a sliding scale. (Refer to Code Trigger Section of the report for further information)

Based on the extent of renovations, the requirements of each level needs to be evaluated and implemented. This could range from doing nothing to a comprehensive structural seismic upgrade.

Masonry:

In general, the masonry exterior components are in good condition. Approximately 2/3 of the brick was re-pointed in 1995, including the South side of the building and the two main entrances. However, at that time the entire North wing of the building and the third floor were not re-pointed, and the mortar in these areas is severely deteriorated. See photo 12. Not surprisingly, the interior finishes in these areas are also more deteriorated than on the South side; most likely attributed to the poor condition of the mortar, and more severe weather exposure. We strongly recommend re-pointing all areas of brick that were not performed in 1995.

The mortar joints in the cast stone that wraps the exterior of the basement level are generally in good condition and do not need repair, with the exception of the walls adjacent to the South terrace.

Brick walls can vary in their degree of absorptiveness, and highly absorptive bricks can suck water into the building, increasing damage to paint and plaster on the inside face of the walls, increasing interior humidity and air conditioning costs. In addition to visual inspection, the RILEM test method 11.4 was used to determine the absorptiveness of the exterior walls. In this test, a water filled tube is attached to the side of the building; if the brick or grout absorbs 1 m/l of water or more in 20 minutes or less, the brick or grout “fails” the test and is considered to be highly absorptive. Where this is the case, the wall would benefit from the application of a clear, penetrating, and breathable water repellent.

The test was performed at two locations on the building, corresponding to the different types of brick and grout that were used. At the North side of the building, the brick and mortar was found to be highly absorptive, failing in 4 and 3 minutes, respectively. At the South and Central areas of the building, the brick and mortar passed. Therefore, we recommend that a clear, breathable penetrating water repellent be applied to the North end masonry. This provides an extra measure of moisture protection, is nearly invisible and low cost.

In addition to water entering the walls due to driving rain and porous mortar, water also exits the walls in the winter, when moist indoor air escapes through the walls. This may cause efflorescence. The efflorescence seen on the Northwest corner of the building may be due to this, as well as to the composition of the brick and mortar that was used for repairs in the 1990's; see photo 11. If large amounts of moist air escape during winter months, it can also lead to spalling of the brick and mortar, but that does not appear to be the case at this time. All efflorescence and mildew should be cleaned off with a masonry cleaner approved for that purpose.

The building does not have a vapor barrier to reduce the movement of water vapor through the walls, nor is there any insulation in the exterior walls. However, installing these throughout the building would be prohibitively expensive. It would require building a stud wall or applying furring on the inside of all exterior walls, and installing a vapor barrier, insulation, gypsum board, veneer plaster and paint. It would cover over historic plaster details, and require extensive modifications to the exterior window and door trim, base and crown moldings, as well as relocating radiators, electrical outlets and any other equipment mounted to the exterior walls. It would also take away 3 to 4" from every room. Although it would increase the energy efficiency of the building, we do not recommend this work at this time.

Painted Wood:

Without exception, the exterior painted wood surfaces are badly worn and need repainting. We recommend that the City prep and repaint all wood trim with the highest quality finishes only, because inferior preparation or finishes are not cost effective in the long term. Among the best choices would be 100% acrylic coating with ceramic microspheres (Rhino Shield, Liquid Ceramic, Armorex, etc). The advantage of this type of coating is that it is offered with a 25 year warranty on materials and labor. Another excellent choice would be a Premium grade 100% acrylic latex paint (ie, top rated Sherwin Williams Duration, or equal). This product has a lifetime warranty that applies to the materials only.

Although most wood trim is in very good condition, a few limited areas show cracking, splitting, rot or missing trim. These include the bases of the wood columns, some areas of cornice at the clock tower, and some window trim. These require repair or replacement.

One unexpected finding was that wind driven rain was entering the 8 exterior louvers below the Alderman's Chamber windows, causing water leakage in the rooms below. This is most pronounced at the two louvers on the North wall, and occurs as well at the sill of the fire escape door. The louvers provide fresh air to the Chamber, and are very shallow in profile (about 1" deep) w/ aesthetically unobtrusive fine blades. They are located behind the unit ventilators on the exterior wall. Due to their shallow profile, they are not capable of keeping out wind driven rain. See photo 11.

One solution would be to remove the existing louvers and replace them with storm proof louvers. Storm proof louvers would be able to keep the rain out, but would require at least 4" of depth, and

have a more commercial look that may not be approved by the Historical Commission. An alternative would be to install a fresh air intake, and connect it to the existing mechanical ventilation system for the Chamber. To be unobtrusive, this would have to be located on the flat roof, near the clock tower. Either solution would require further study for feasibility and aesthetic impact.

The areas we observed that are in need of repair include:

1. The brick and cast stone are generally in very good condition, but the mortar at the North wing is in only fair condition. Significant moisture ingress was noted through the North wing walls. The North side and Northwest corner of the building also showed some mortar degradation and efflorescence. See photos 11-12.

Recommendation: Re-point all North wing brick walls.
Priority: Category 3
Estimated Cost: \$170,000.00

2. The mortar is failing on the South and West granite walls below the terrace.

Recommendation: Re-point South and West walls below the terrace.
Priority: Category 3
Estimated Cost: \$12,000.00

3. Efflorescence and mildew stains are seen on the Northeast and Northwest corners of the building.

Recommendation: Clean the masonry in these areas.
Priority: Category 3
Estimated Cost: \$3,000.00

4. Water vapor is entering the exterior walls through porous and absorbent brick.

Recommendation: Apply clear, breathable water repellent to North end masonry.
Priority: Category 3
Estimated Cost: \$36,000.00

5. The paint finish at wood trim is badly worn throughout building. See photos 13-14.

Recommendation: Prep and repaint all wood trim.
Priority: Category 1
Estimated Cost: \$325,000.00

6. A few areas of wood trim are loose, missing or appear split or rotted. These include columns, window trim and cornices. See photos 1 & 23.

Recommendation: Repair or replace damaged wood.
Priority: Category 1
Estimated Cost: Included in B5

7. Sealant around window and door frames is 15 years old, and near the end of its useful life.

Recommendation: Replace sealants.
Priority: Category 1
Estimated Cost: \$9,000.00

8. Wind driven rain can enter the 8 exterior louvers below the Alderman's Chamber windows, causing water leakage in the rooms below. This is most pronounced at the two louvers on the North wall. See photo 11.

Recommendation: Replace all 8 louvers with storm-proof louvers, or at a minimum replace the two louvers on the North wall. Investigate feasibility of fresh air intake at roof.
Priority: Category 1
Estimated Cost: \$8,000.00

9. Damaged paint and plaster exists in localized areas on interior face of exterior walls.

Recommendation: Repair all damaged paint and plaster on exterior walls of building.
Priority: Category 1
Estimated Cost: Included in B6

C. EXTERIOR WINDOWS AND DOORS

Windows:

There are approx. 170 windows throughout the building, most being single hung. Sizes vary, but average approx. 8' high x 32" wide. Windows have wood sashes and frames, 6/6 lites with wood muntins, and appear to be of good quality. Most sashes have been retrofitted with insulated glazing and weather stripping. The condition of the window sashes and frames are good, with little sign of wood rot seen. However, the sashes have excessive play, some weather stripping is missing, some glazing compound is cracking, and exterior painting is needed. Interior wood is unfinished. See photo 14.

Window Performance:

The effectiveness of a window in preventing the loss of heat is measured in “R-value”; the higher the R-value, the better the window is at keeping the cold winter air and hot summer air out. It is difficult to accurately determine the energy efficiency of the existing windows without costly laboratory testing, because they appear to be custom. For comparison, the R-value of a comparable Marvin “Wood Ultimate Double Hung Magnum” window w/ insulated glass (1/8” glass + 1/2” spacer + 1/8” glass=3/4” overall) and simulated divided lites is 2.17; with Low-E glass it is 2.94, and with Argon it is 3.23. The windows at the City Hall have thinner insulated glass (1/16” glass + 1/4” spacer + 1/16” glass=3/8” overall), which reduces their performance relative to the Marvin. The leakage due to the excessive play of the sashes also reduces their performance relative to the Marvin. We would expect the R-value to be at least 50% lower than the Marvin, in the range of R 1.1 – 1.6.

Window replacement could effectively double the R-value. However, given the quality and historic value of the windows, the most cost effective solution would be to repair the windows and replace the weather stripping.

The areas we observed that are in need of repair include:

1. Window sashes have excessive play when being raised or lowered, but do not move once sash locks are closed. Vinyl weather stripping is falling off the sashes and frames in various locations. Glazing compound is cracking at most windows. The paint at all windows and doors is very worn. See photo 14.

Recommendation: Remove sashes; shim out sides to proper clearances; replace glazing compound; paint sashes; apply new silicone bulb weather stripping at meeting rail and bottom; replace weather stripping; reinstall sashes.

Priority: Category 1

Estimated Cost: \$150,000.00

2. All 4 windows and storm windows at the clock tower are badly deteriorated and clearly letting in water. See photos 23 & 25.

Recommendation: Remove 4 storm windows and replace 4 double hung windows, to match the rest of the building.

Priority: Category 1

Estimated Cost: \$6,000.00

3. Existing exterior entry doors, fire escape doors, and roof door have peeling finishes, dings, worn weather stripping and hardware. See photos 1, 2, 7 & 22.

Recommendation: Prep and paint doors, inspect, replace weather stripping, lubricate and adjust hardware.
Priority: Category 1
Estimated Cost: \$11,000.00

D. ROOF

The last major re-roofing appears to have taken place in 1991, approximately 23 years ago.

The areas we observed that are in need of repair include:

1. The slate roof is in good condition, with only a few missing or cracked slates. See photo 18. There were three roof leaks observed above the South attic, and with further investigation, more may become apparent.

Recommendation: Replace any missing or cracked tiles (approx. 20). Repair roof leaks.
Priority: Category 1
Estimated Cost: \$8,000.00

2. The existing Carlisle .060" EPDM roof was installed in 1991 and is approximately 23 years old. Carlisle offers a 20 year warranty on this product. The membrane appeared to be in very good condition, well adhered and with no visible tears. No leakage was reported. Some sealant joints appear to be cracking. See photo 17.

Recommendation: Maintain the roof in use until it fails. Budget roof replacement cost including insulation and vapor barrier to be replaced within 5 years.
Priority: Category 3
Estimated Cost: \$60,000.00

3. Copper copings are in good condition, with a few notable exceptions. See photos 15 & 16.

Recommendation: Repair damaged copings.
Priority: Category 1
Estimated Cost: \$14,000.00

4. The strainers are broken at several roof drains.

Recommendation: Replace broken strainers.
Priority: Category 3
Estimated Cost: Included in D2

5. The crossover stairs to the West Roof are dilapidated, missing pieces, and not OSHA compliant. See photo 22.

Recommendation: Replace crossover stair.
Priority: Category 2
Estimated Cost: \$5,000.00

6. The elbows and collector heads at several copper downspouts have split open, allowing water to cascade down the face of the building. See photo 13.

Recommendation: Replace broken downspouts and collector heads.
Priority: Category 1
Estimated Cost: Included in D3

E. CLOCK TOWER

The clock tower is subject to extreme weather conditions, including intense sun, driving rain and ice. As a result, there is a serious problem with water infiltration, and the previous paint job exhibited extreme deterioration in relatively short time. See photos 12 & 13.

We observed the clock tower on a day with moderate to heavy rain and winds. Based on observations of the location of water and damage, it is our conclusion that most water is coming in through the windows, while a much lesser amount is coming in through the walls. All 4 wood windows in the clock tower are extremely deteriorated, and 3 of the 4 storm windows were shattered due to high winds. See photos 13 & 25. No water was seen entering from the copper roof areas.

Some dampness and staining was seen on the exterior wood walls. See photo 25. From our observations, there does not appear to be an air barrier (building paper) present behind the clapboards, except at a few locations where repair had taken place. Although installing an air barrier would be the best way to ensure water-tight walls, it would require removal of all clapboards and trim, down to the bare sheathing. In lieu of this extensive approach, an effective weather barrier, such as a very high build acrylic or ceramic paint, can be applied to the surface of the clapboards and trim.

Due to some missing weather stripping, some wind driven rain may enter the clock tower via the door at the flat roof.

The clock tower floor structure consists of 2x8 wood joists spaced at approximately 17"o.c. There are three different levels to the clock tower, varying in plan dimensions. The floor joists, beams and columns appear in good condition. Due to moisture infiltration the tongue and groove wood

flooring and subfloor in some locations have rotted and warped. It is recommended that these areas be replaced.

The areas we observed that are in need of repair include:

1. All 4 windows and storm windows are badly deteriorated and clearly letting in water.

Recommendation: See C2 above.

2. The exterior walls are letting in water, as evidenced by the stained wood paneling inside the clock tower.

Recommendation: Strip and repaint entire clock tower with advanced, long-wearing, wind-proof, breathable finish. See B5 above.

3. The exterior paint finish is badly deteriorated.

Recommendation: See B3 above.

4. Some areas of exterior wood trim are coming loose.

Recommendation: See B4 above

5. Stairs have damaged treads and floors are rotted. See photo 24.

Recommendation: Replace all stair treads and rotted flooring

Priority: Category 2

Estimated Cost: \$6,000.00

6. Stair railings are wobbly or non-existent. See photos 24 & 25.

Recommendation: Install steel railings at all stairs and provide steel ladder to clock room.

Priority: Category 2

Estimated Cost: \$5,000.00

7. Clock mechanism is not working.

Recommendation: Repair and or replace the clock mechanism to working condition.

Priority: Category 3

Estimated Cost: \$3,000.00 for Repairs
\$12,000.00 for Replacement

8. Holes have been made in the exterior wall for pipes and wires, but have not been sealed.

Recommendation: Seal all through wall penetrations.
Priority: Category 1
Estimated Cost: See B5 above.

F. ATTIC

The City has identified the possibility of wanting to convert the existing attic space on the third floor, an area of approximately 850 s.f., to office use. It is a raw space with exposed wood framing, brick walls, piping, no heat or ventilation, no insulation and minimal lighting. Several small leaks were noted in the roof above. See photos 20 & 21.

Presently the attic space is utilized for storing City records, so conversion of this space to offices is a change of use. The volume of the records stored in the attic space is quite large and one would think that converting this space into offices will reduce the overall floor loading that presently exists on the attic floor. However, the Building Code requires that the strength of the attic floor be adequate to support office gravity loads, as defined by the Code. The floor structure was found to be deficient for this loading.

The trusses in the attic support both the third floor and the roof. The third floor is supported on the bottom chord of the trusses and the roof is supported on the top chord of the trusses. The bottom chords of these trusses are supported at the exterior walls and at the center corridor walls. Based on a structural analysis of these wood trusses, we have concluded that they are not adequate to support the current Building Code's office live load of 50 pounds per square foot (PSF) plus 20 PSF dead load required for the partition loading.

Additional truss analyses indicated that these trusses are adequate to support 25 PSF snow load, in addition to 20 PSF live load in the attic area. It may be noted that the roof snow loads are higher in the latest Massachusetts State Building Code. Unless major structural renovations are performed in the building, the truss capacity need not be upgraded.

We have looked into increasing the load capacity of the existing trusses. Both the top and bottom chord of the trusses will need steel reinforcement. The lower (second) floor level will be disrupted to install steel reinforcing members, attached to the bottom chord of the truss. The existing floor joists also have limited shear capacity and will need to be strengthened with fiber-reinforced polymer at the joist ends.

The structural renovations to the floor joists and trusses will be quite expensive. They must be performed if the attic space is to be converted into offices.

It is strongly recommended that the present attic floor storage be re-evaluated and limited to maximum 20 PSF loading.

Recommendation: In order to be used for offices, the space would require new walls, doors, ceilings, floor finishes, electrical, lighting and HVAC. Insulation will be needed on the brick wall and between the rafters.

Priority: Category 4

Estimated Cost: \$300,000.00

G. BUILDING INTERIOR

The finishes within the existing facility are in good conditions and properly maintained, albeit some of the colors, patterns and finishes are dated.

Flooring:

The majority of the existing flooring is terrazzo, VCT, carpeting or ceramic tile. For the most part the flooring is in good to fair condition with the flooring in some areas worn, although not bad since some of the flooring is original from the 1850's some areas .

Walls:

The walls consist of either painted CMU or gypsum wall board, with some acoustical wall tiles in dedicated areas. The walls surfaces are in good condition requiring only cyclic washing and painting.

Ceilings:

The ceiling construction varies from gypsum board to acoustical ceilings.

Recommendation: The entire wall surfaces, as part of cyclic maintenance program, need to be painted.

The carpet flooring is worn and in the near future will be in need of replacement. Flooring with a hard surface (terrazzo/stone) is in good condition, however it can be ground down to bring back some of the original coloring.

The ceilings are in good shape and can remain as is. That said, if and when the facility undergoes the installation of a fire suppression system, it will require that all ceilings be either replaced or cut and patched to install the fire suppression systems. Hard plaster ceilings should be included with the cyclic wall painting schedule.

Priority: Category 1

Estimated Cost: Budget \$5,000.00 for cyclic yearly painting and finish upgrades

H. HVAC

1. Heating System:

The building is a low pressure steam system supplied steam from the High School. A 4-inch steam main serves City Hall through an underground pipe from the north end of the High School to the basement of City Hall. The steam main in City Hall rises up to the top floor where it feeds down through the building to radiation. Control of the heating system consists of a main steam control valve at the top floor and local self-contained thermostatic valves at the local radiation. The system is in fair condition but has exceeded its life expectancy.

Recommendation: A new dedicated boiler room is recommended to separate City Hall from connection to the High School heating plant. It is assumed that a 12 'x 12' area can be area can be utilized from the basement to house the boiler room. If this is not the case than a boiler room addition will be required to house the mechanical equipment.

The new boiler plant for City Hall shall be a hot water gas fired boiler plant with two high efficiency boilers sized at 2/3 capacity each. The heating plant shall include base mounted hot water pumps to supply heating hot water to City Hall. The new hot water system would replace the steam heating system.

Priority: Category 4
Estimated Cost: \$900,000.00

2. Air Conditioning:

In general, City Hall is not air conditioned except at the Alderman's chamber, Mayor's office, computer room and a few other locations via small split systems. The Alderman's chamber is served by two (2) relatively new split system heat pumps located in the attic. The Mayor's office air conditioning unit is a split air conditioning unit and is located in the attic. The computer room air conditioning consists of two (2) 5-ton capacity Liebert air cooled units.

Recommendation: The existing air conditioning system provides cooling to select areas of City Hall. A new air conditioning system is recommended for the entire building and would include an air cooled chiller at grade and include chilled water pumps to supply cooling to City Hall. The air conditioning system for City Hall is recommended to be fan coil units in each space to provide heating and cooling. The existing air conditioning units which are split AC units servicing Alderman's Chamber, Mayor's Office and Computer Room shall remain and be reused. The use of the individual existing AC units will allow these spaces to be utilized while the remainder of City Hall is not being cooled.

A dedicated outdoor ventilation system is recommended to provide conditioned ventilation air to the building. The unit shall include an energy recovery heat exchanger wheel to recover energy from the exhaust air to condition incoming ventilation air.

Priority: Category 4
Estimated Cost: Included in H1

I. ELECTRICAL

The main electric service is 1200 amp, 208/120 volt, 3-phase service fed from a pad mounted utility transformer on the north side of the building. There is a main distribution panel in the basement which feeds out to electrical panels throughout City Hall. The main electric service was installed in 1980 and is in fair condition but it appears that the service is utilized to its maximum capacity and would have to be replaced with a renovation/upgrade to City Hall.

Lighting is primarily fluorescent lighting.

Fire alarm is a Simplex fire alarm system and there is a smoke detection system throughout City Hall as the building does not have a sprinkler system. Any renovations would require the fire alarm system to be upgraded.

Recommendation:

Electrical Service: The building shall be serviced via a new pad-mounted transformer adjacent to the building. High voltage service to the transformer shall be provided by from the electric utility. The main electric room shall contain a new recommended 600-ampere 480Y/277-volt main switchboard (MDP). Main breaker shall be 100% rated insulated case with an adjustable electronic trip unit and customer metering. Distribution over-current protective devices shall be bolt-on thermal magnetic circuit breakers. All bus shall be copper. Major loads shall be serviced from the MDP including the elevator, and other loads in excess of 200A.

Distribution: All panelboards shall be provided with copper bus, bolt on circuit breakers and have door-in-door construction. Panelboards shall have 20% spare circuit breaker capacity.

Wiring methods for all feeders shall be EMT for interior. All feeder conductors shall be copper.

- Emergency Power:** A new 125KW, 480Y/277V, 3 phase, diesel-fired generator shall be provided to service designated emergency and standby loads in the City Hall. The generator shall be located exterior at grade.
- General Power:** New general power distribution throughout
- Interior Lighting:** High efficiency lighting shall be provided in all interior spaces as well as on the exterior of the building. The light power density in the interior of the building shall not exceed 1.1 W/sq. ft. Fixtures with T5 or super T8 lamps (T5 preferred) shall be provided; LED lamps shall be considered. Interior lighting system shall be designed to comply with the requirements of Massachusetts Energy Code (IECC 2012).
- Exterior Lighting:** Pedestrian walkways shall be designed for an average maintained illuminance value of 0.6 footcandle horizontal, and 1.1 footcandle vertical, as measured 6'- 0" above ground, and shall maintain an avg/min illuminance uniformity ratio not to exceed 4:1. Exterior building lighting shall be provided at all entrances.
- Fire Alarm System:** A new addressable fire alarm system shall be provided for initiation device monitoring and evacuation signal initiation. The system shall be based on engineering criteria as defined by NFPA 72-2010, the Massachusetts State Building Code 780 CMR, the City of Somerville Fire Department. The fire alarm control panel shall be fed from the generator emergency life-safety branch.
- Priority:** Category 3
- Estimated Cost:** \$450,000.00

J. FIRE PROTECTION

During the visit, RDK was not able to gain access to the sprinkler service room. There is a stand pipe in the main stair with hose valve connections. There is sprinkler coverage only in the attic space.

Recommendation: A major renovation to Somerville City Hall will require, a complete sprinkler system installation per the Massachusetts State Building Code, Chapter 34. The Fire Protection system would be designed to meet the requirements of NFPA 13 – Installation of Sprinkler Systems.

A dedicated 8" sprinkler service will need to be extended from the street water mains outside the building. The exact entrance location will need to be coordinated. As the sprinkler service enters the building a Massachusetts approved double check valve assembly complete with O.S.&Y. valves on the inlet and outlet will be required.

The alarm check valve for the sprinkler system will be installed on the riser after the double check valve assembly in the water service entrance room. The alarm check valve will be complete with a standard trim package including pressure gauges, retard chamber, 2" main drain, water flow indicator and supervisory switches.

The main feeds out to the system from the alarm check valve will extend out to the building through the basement ceiling space to a combination standpipe and sprinkler system riser. The piping will then extend to all areas of the building so that each section of the building and each floor can be divided into separate zones.

The sprinkler system risers will feed the sprinkler system at each floor level. Each floor will be a separate zone. The floor control assembly off of the standpipe which feeds each floor will contain a flow switch and tamper switch. An inspector's test connection will be installed on the most remote location of the system.

Sprinkler heads throughout the building where gypsum or suspended ceiling are installed will be glass bulb, quick response, chrome plated semi-recessed type. In areas where no ceilings are installed brass upright sprinklers will be installed. Where upright sprinklers are subject to potential damage, such as in storage rooms, protective cages will be installed. In areas where it is not possible to run piping above the ceiling the use of sidewall sprinkler heads would be recommended.

The following initiating devices shall be provided:

Manual pull stations at each egress and stairwell entries.

Sprinkler flow and tamper switches

Priority:	Category 4
Estimated Cost:	\$156,000.00

K. PLUMBING

Plumbing Fixtures:

Toilet rooms are located on basement, Level 1 and Level 2 of the building. Although some ADA water closets have been installed in the larger toilet rooms the other fixtures that exist in the toilet rooms are not meeting ADA requirements.

Sanitary and Vent System:

It appears the sanitary system is a gravity system. The sanitary piping is cast iron. The existing piping appears to be in fair condition.

Recommendation:

Cold Water Distribution: A new 6" water service to the building is recommended. The installation of a water meter on the new service will be required.

Plumbing Fixtures: The majority of water closets, urinals and lavatories in the building are old and not current water conserving type. Removal of all fixtures is recommended as the major renovation proceeds. The water closets should be replaced with new 1.6 GPF flush valve units. The urinals should be replaced with 1 GPF units. The lavatories should be replaced and new metering type faucets with temperature limit stops which will deliver 0.5 GPM water with maximum temperature of 110 degrees, should be installed. ADA requirements will also need to be met during a renovation to the toilet rooms.

Hot Water Distribution: Local electric domestic water heaters serving the toilets shall be provided.

The hot water for the new water heaters would be stored at 120 degrees F. Metering faucets will be provided on the lavatories.

Sanitary and Vent System: A new sanitary system in the existing building is recommended due to age of the piping system.

Priority: Category 4
Estimated Cost: \$260,000

L. ACCESSIBILITY

The areas of the facility constructed prior to the issuance of the Massachusetts Architectural Access Board (MAAB) and the Americans with Disability Act (ADA) fail in providing handicap access to and within the facility.

Most of the issues identified are toilet room accessibility and modifications need to be performed at numerous door approaches, door hardware replacement as well as upgrades to non-accessible exterior doors.

Recommendation: The implementation of full handicap accessibility is required once the project costs reach the 30% threshold of value of the building. Since the building is assessed at 6.0 million dollars, full compliance is required when the project cost exceeds 1.8 million dollars. Multi-

phased construction projects are calculated over a three year time period.

That said all of the items identified below can be either addressed as a comprehensive interior renovations incorporating programmatic space modifications or as standalone projects.

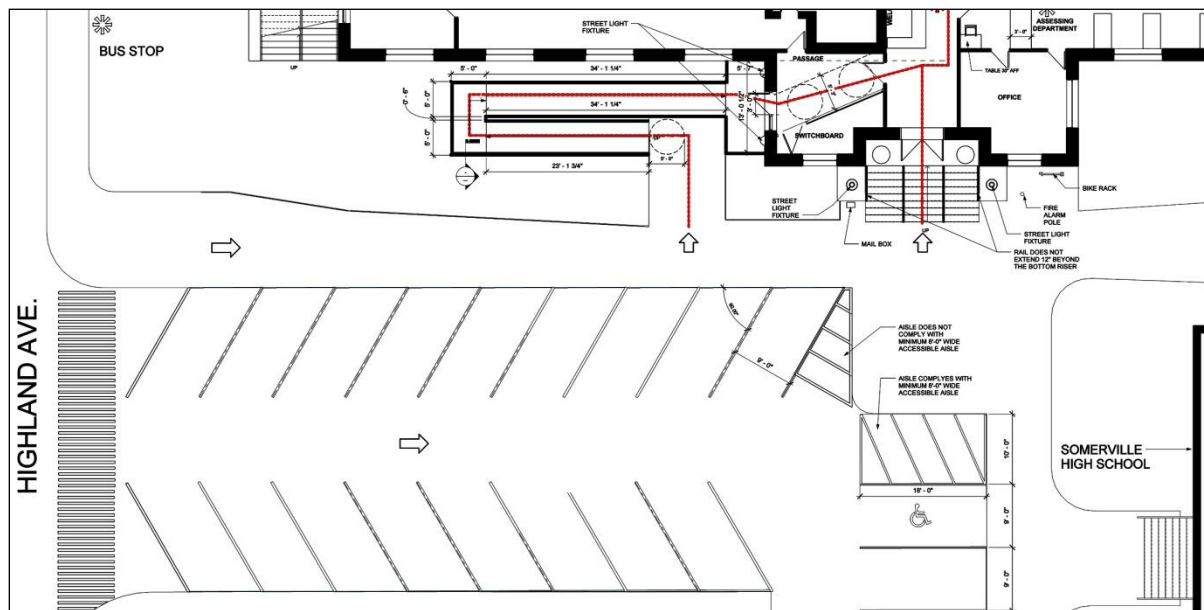
Priority:

Category 4

Estimated Cost:

See individual line items below

Car Accessible Parking Space & Van Accessible Parking Space



Main entrance Parking

The general public can reach city hall by driving or using public transportation. The sidewalk provides access from the bus stop located at Highland Ave. to the ramp adjacent to the main door to level 1 lobby, or to the accessible ramp located at School Street at the basement level entrance. When driving, people park in the parking lot in front of the building. The City Hall parking is shared with Somerville High School. It has one accessible parking space that complies. The access aisle provides more than the 8'-0" wide requirement for a van parking.

Recommendation:

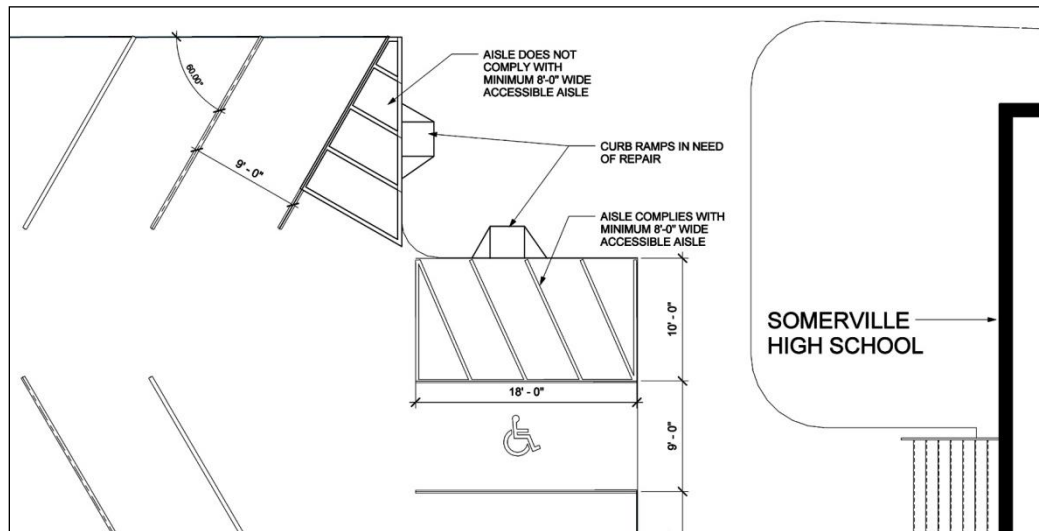
The concrete curb ramp from the dedicated spaces is cracked and in need of repairs. Additionally the asphalt area adjacent to the curb is also damaged and in need of patching.

Priority:

Category 1

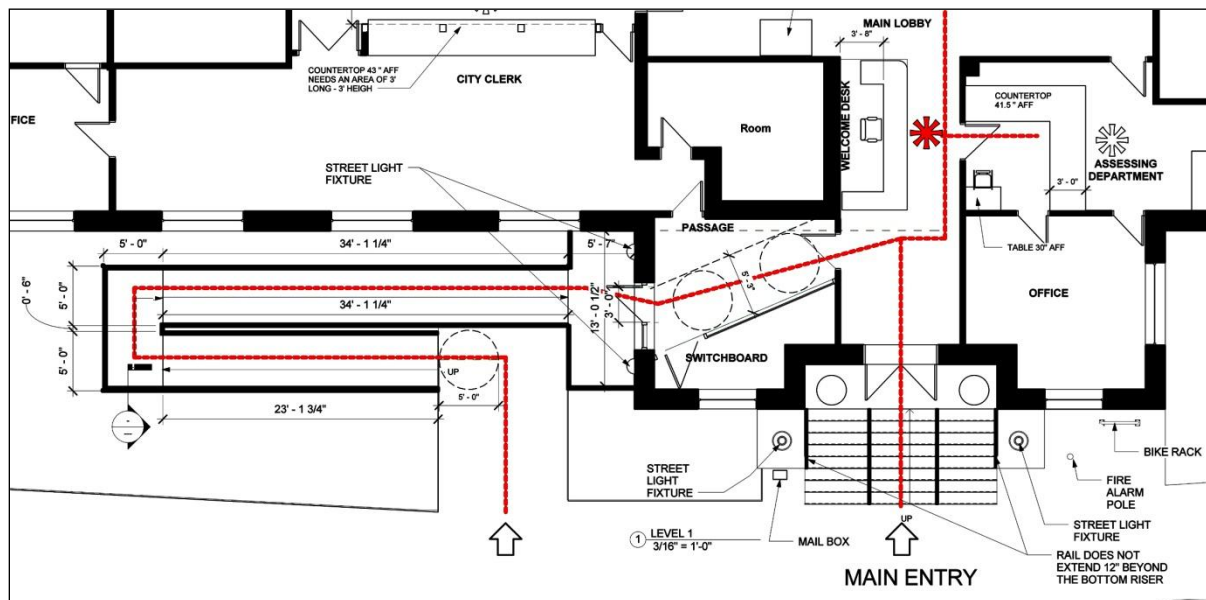
Estimated Cost:

\$5,000.00



Enlarged area of accessible parking

Main Entrance Accessible Ramp:



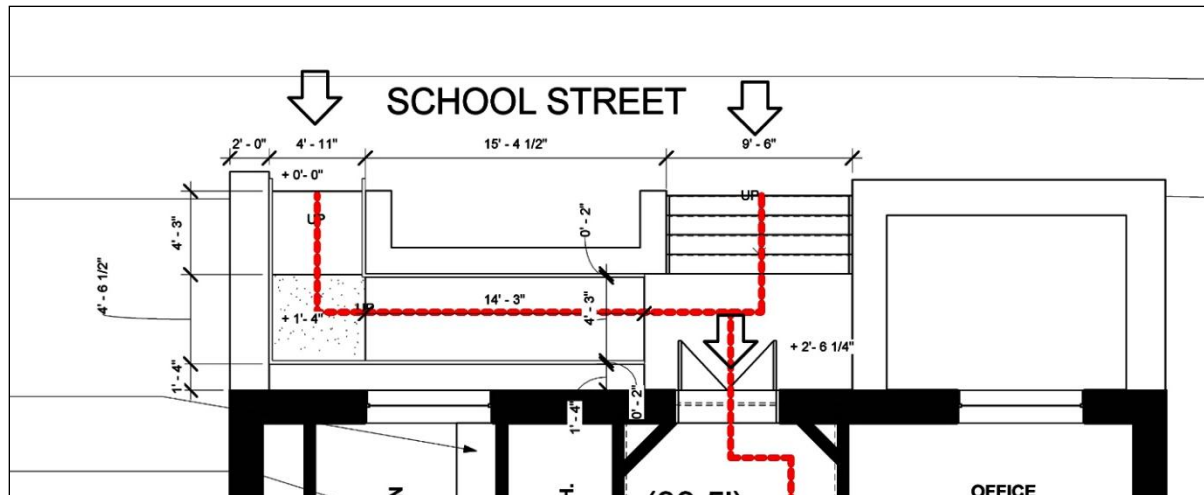
Enlarged plan view of accessible ramp

The accessible ramp adjacent to the main door was recently renovated. Site observation confirms that the ramp was built with a maximum slope of 1/12 or 8%. The longest section of the ramp is 34'-1 and it rises 36" in height 22" from the nearest landing an 8% incline. The short section of the ramp is 23'-1" and rises in height from landing 22", or 8% rise. Once at the top of the ramp the entry point complies with the standards, the door opening is 36" wide and there is an automatic

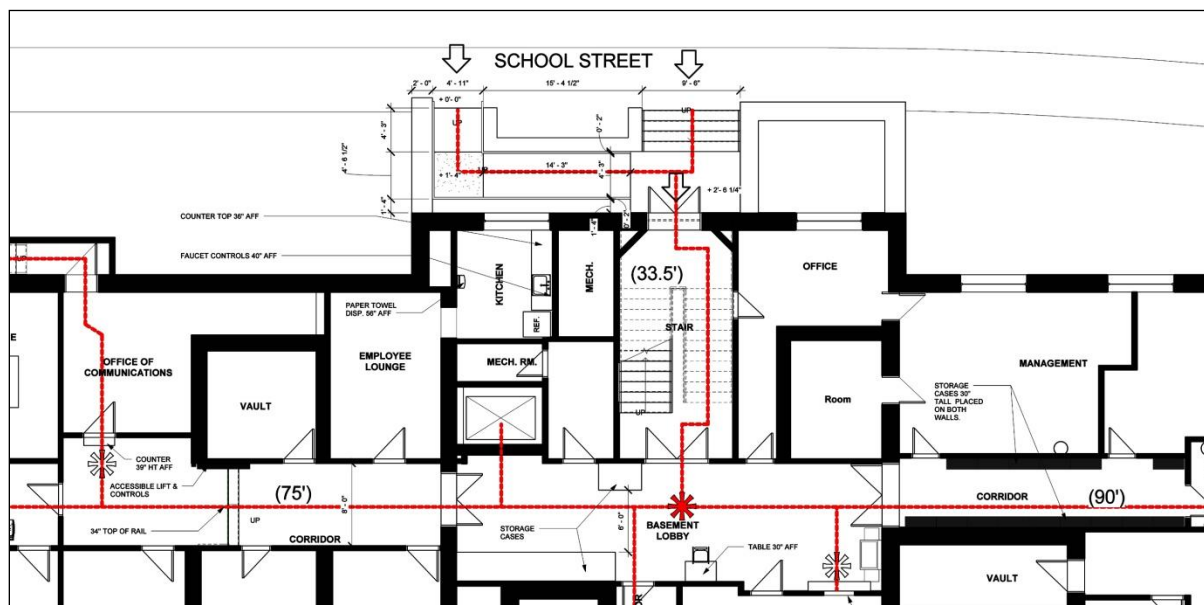
door opening device provided. The passage from the entry point passes in front of the switchboard and measures 5'-0" wide.

The one issue with the ramp is the length of the first run. According to the accessibility the maximum length of a ramp run between landings shall not exceed 30' (521 CMR – 24.4)

Basement Accessible Ramp:



Enlarged area of School Street accessible ramp



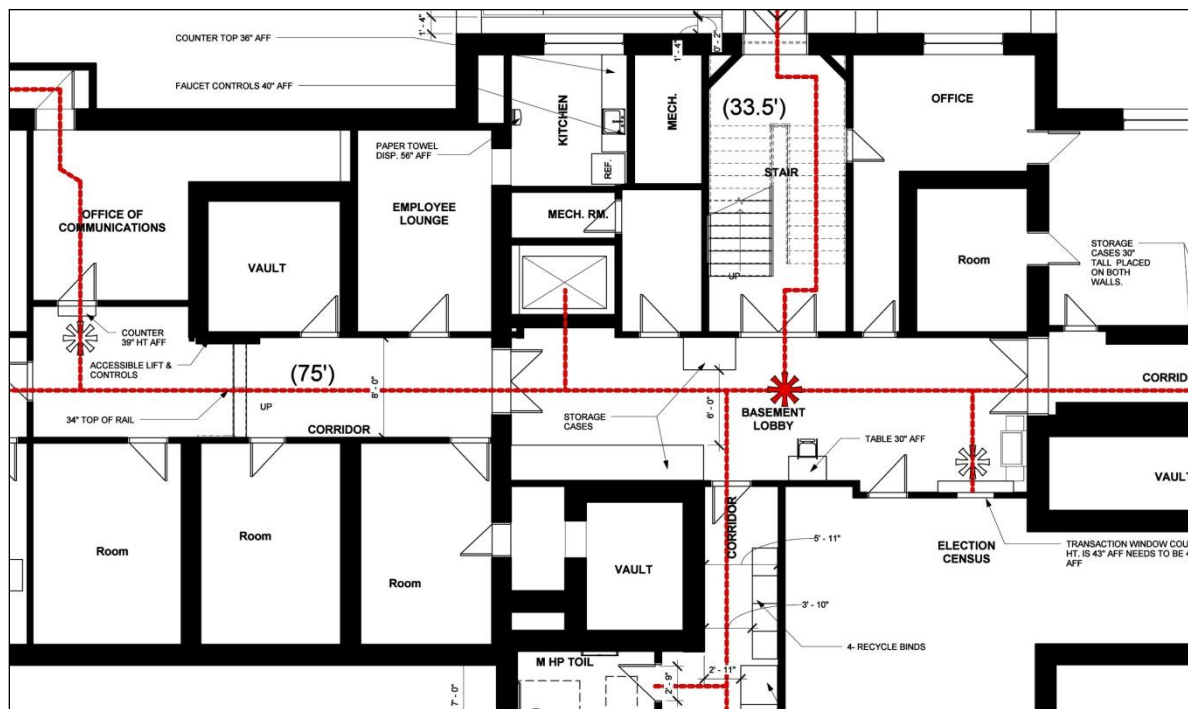
Expanded view of the basement access sequence

Recommendation: The Accessible ramp to the basement lobby currently meets ADA requirements. The ramp to the first floor exceeds the run length. At the time the facility is in full compliance with ADA and MAAB, however if additional repairs and improvements are performed these will trigger the requirement for all building elements to be in compliance with the accessibility requirements. If this is implemented we would recommend that the City petition the MAAB for a variance on the maximum ramp length.

Priority: None

Estimated Cost: None

Access to Services- Basement Level Lobby



Enlarged view of the basement lobby

Wherever there is interaction between city personnel and general public, it is mandatory to provide a portion of the public access counter or an auxiliary counter that is a minimum of 36" long and is no higher than 36" above the floor. There needs to be an area that is minimum 30" x 48" for a single stationary wheelchair and occupant to allow a forward approach.

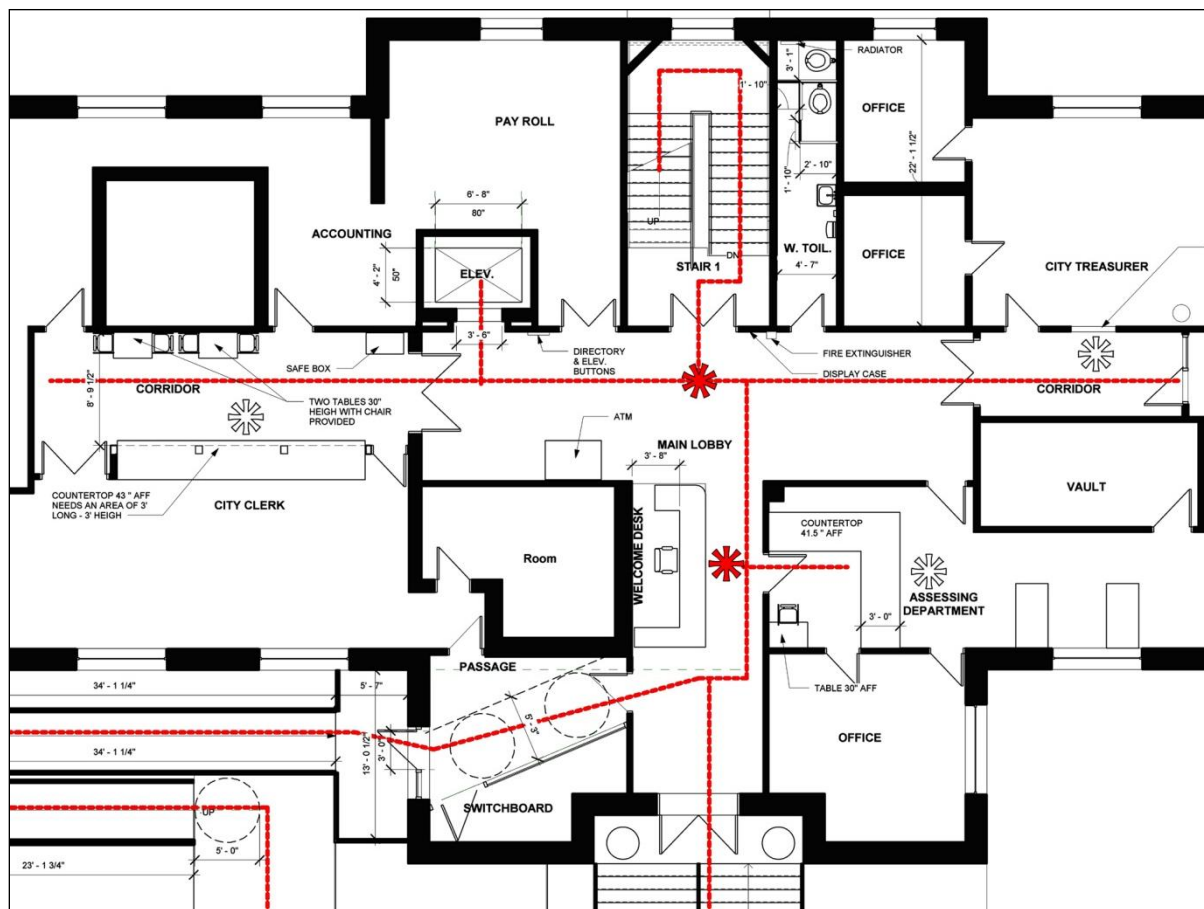
The Election Census desk and the Human Resources desk are 43" high but there is a 30" high table nearby provided for accessibility requirements. The Office of Communication desk is 39" high and does not provide a 36" auxiliary counter.

The areas we observed that are in need of repair include:

Recommendation:	Storage boxes should be removed from the corridors.
Priority:	Category 1
Estimated Cost:	\$0.00

Level 1 Lobby

The Reception/Welcome desk is 44" high and The City treasurer counter height is 43", both do not provide a 36" high auxiliary table because of lack of space. Assessing Department Desk is 42" high and provides a small table 30" counter height. The City Clerk Counter height is 43" there are two small 30" counter height tables provided in the opposite side of the corridor.

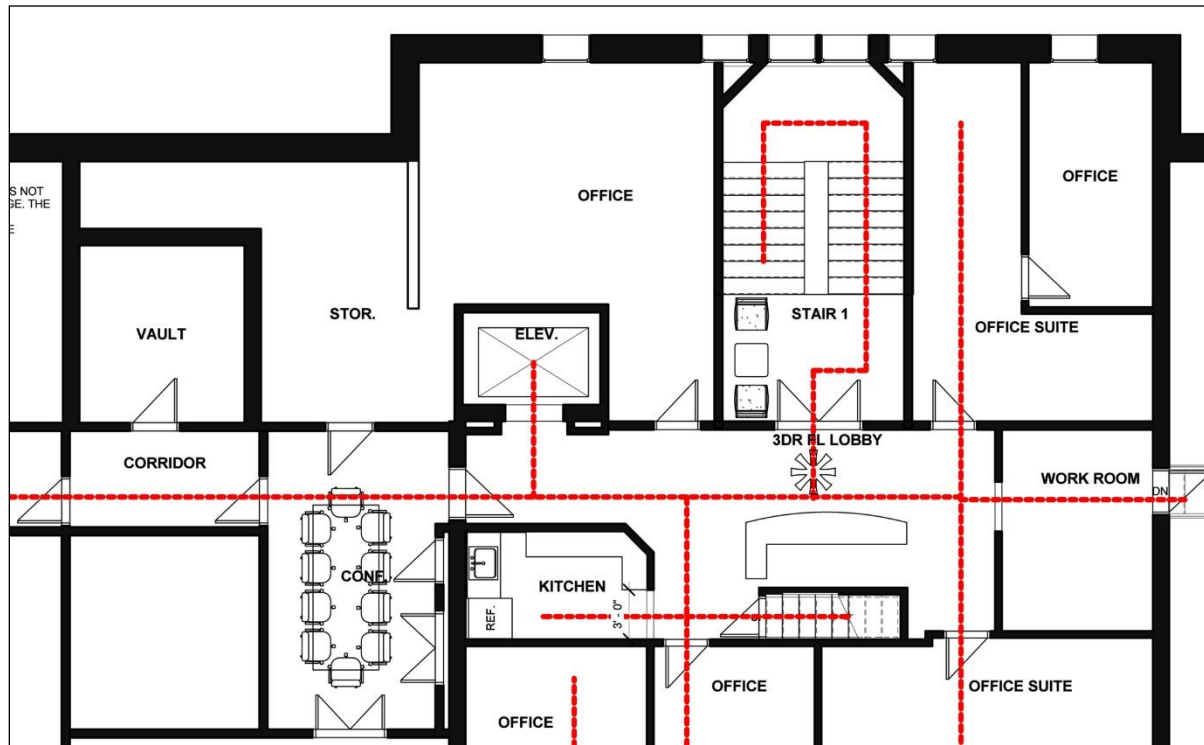


Enlarged view of the level 1 lobby

Level 3 Lobby

There is no portion of the counter of the third floor reception desk that is 36" above the floor and 36" long. The waiting area located at Stair 1 landing does not provide a space for a wheel chair.

Kitchenette is not accessible, and numerous doors do not have the proper clearances on the pull and push side of the door.



Enlarged view of the level 3 lobby

Recommendation: Renovate kitchenette and reception desk to be accessible. Utilize power assist door operators to comply with the required door push/pull dimensions

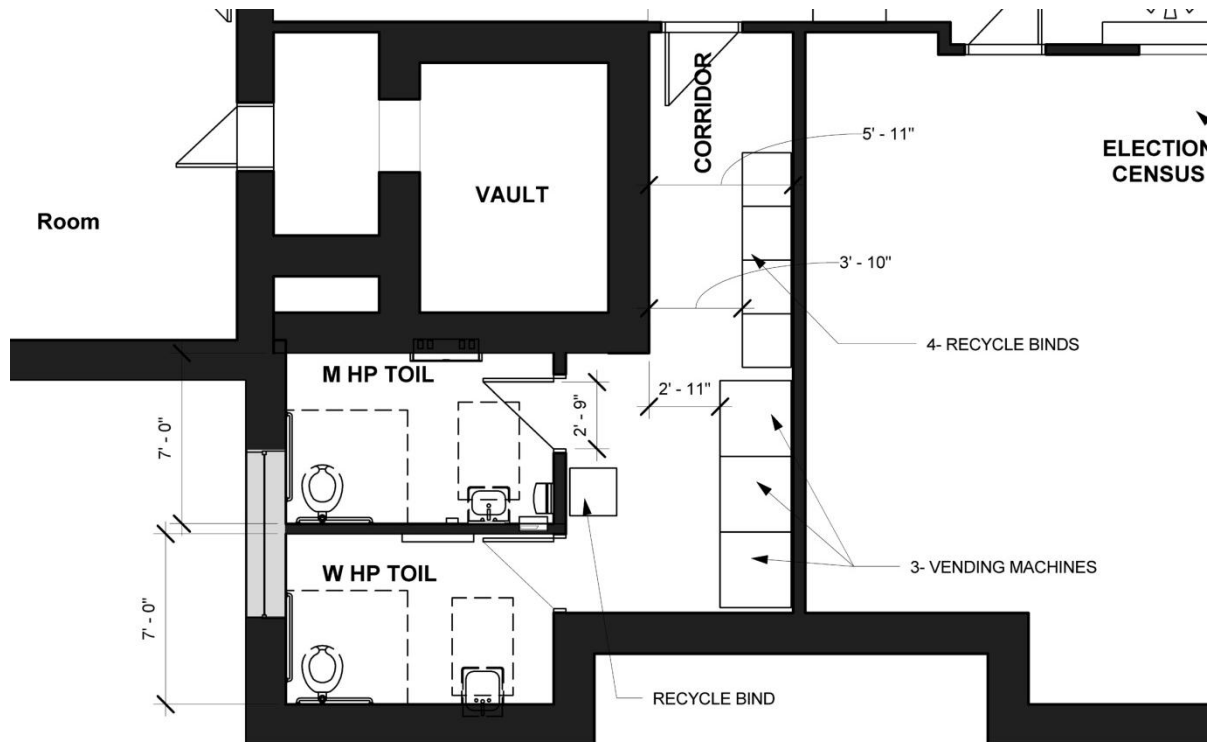
Priority: Category 4

Estimated Cost: \$30,000.00

Toilets

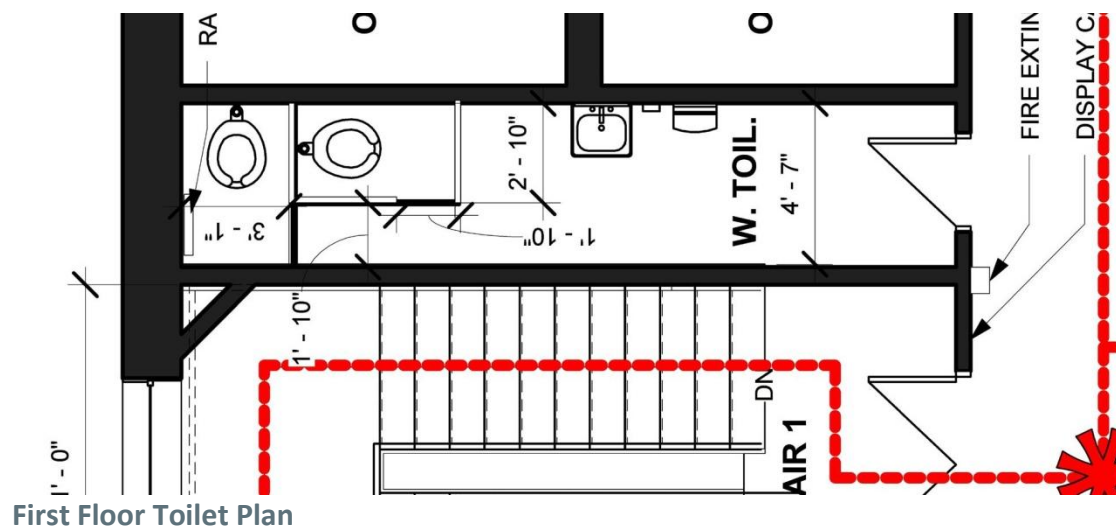
The Basement and Second Floor bathrooms appear to have been renovated last approximately 20 years ago. Floors are terrazzo, walls have a 6' high ceramic tile wainscot with plaster above, and ceilings are plaster. All appear to be in good condition, except for some staining and patching of the basement floors. Lighting is adequate, with wall mounted fluorescent fixtures. Mechanical ventilation appears to be absent at the basement bathrooms, but air quality was satisfactory, likely due to the leaky windows. Fixtures and accessories are in good working order, but in some cases mismatched in appearance.

Basement Toilets

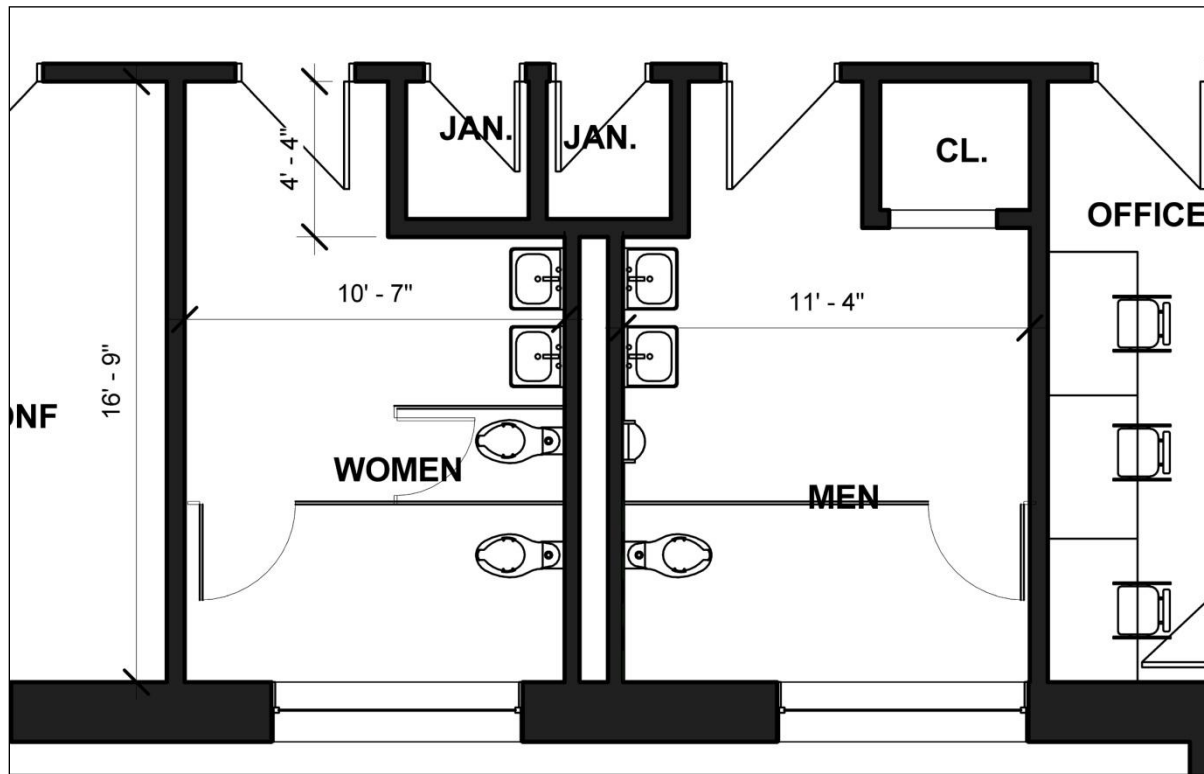


Enlarged view of the basement toilets

1st Floor Toilet



First Floor Toilet Plan



Second Floor Toilet Elevation

1. Basement Bathrooms: Pipes and radiators are badly rusted and unsightly. See photo 18. Mechanical ventilation, a Code requirement, is absent. Slide bolt locks at bathroom doors interfere with power door operators and are not handicap compliant. Inadequate stalls cause inconvenience.

Recommendation: Complete Renovation
Priority: Category 3
Estimated Cost: \$50,000.00

2. There is only one toilet room on the first floor. It is a multi stall female toilet room which is not handicap accessible.

Recommendation: First Floor toilet must be changed to accommodate a 60" turning radius. A minimum and temporary fix would be to add a sign outside the door directing people to the accessible toilets located on other floors.
Priority: Category 1
Estimated Cost: None – For signage
\$50,000.00 for renovation

3. Second Floor Bathrooms: Inadequate stalls cause inconvenience. Appearance is worn. See photo 19.

Recommendation: Complete Renovation
Priority: Category 4
Estimated Cost: \$65,000.00

Our general impression is that the rooms function well, although the appearance is beginning to get worn and the fixture counts seemed low, especially at the Basement level. The single-user bathrooms at the lower level create an inconvenience if more than one person needs the facilities at a time. The Basement bathrooms do not have the door clearances as specified by the handicap code therefore power door operators are required.

An analysis of the Plumbing Code indicates that the current fixture count is low. If one assumes the following approximate number of occupants, the fixture requirements could be calculated.

Floor	Use	# of occupants
Basement	Offices	approx. 30 occupants
First Floor	Offices	approx. 30 occupants
Second Floor	Offices	approx. 30 occupants
Alderman's Chamber	Offices	approx. 100 occupants
Third Floor	Offices	approx. 30 occupants
Total:		approx. 220 occupants

Assuming the split is 110 female / 110 male, the required fixture count would be as follows:

Current*	Required
Female: 5 toilets, 4 sinks	Female: 6 toilets, 3 sinks
Male: 3 toilets, 1 urinal, 3 sinks	Male: 4 toilets, 1 urinal, 3 sinks

*includes all bathrooms at Basement, First and Second floor levels

There is no apparent *requirement* to undertake anything other than minor repairs to the bathrooms at this time. However, because of the deficit of toilets for both genders, the general appearance of the bathrooms, lack of ventilation and other convenience issues, we highly recommend a renovation of the Basement and Second Floor bathrooms, with priority being given to the Basement.

13. CODE COMPLIANCE

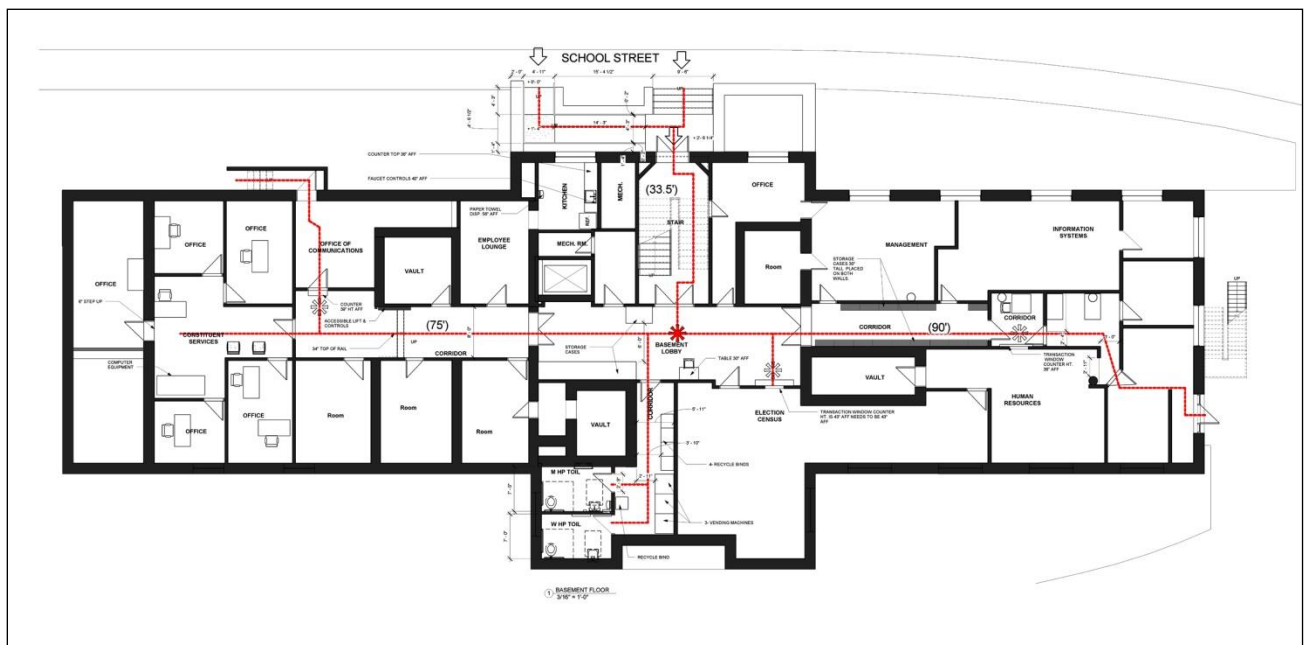
The original construction and subsequent additions and renovations to the Somerville City Hall were constructed in compliance to the building codes in affect at the time. Since the primary purpose of the building has not been modified since 1872, the facility is grandfathered to the previous codes. However, as renovations are implemented those modifications need to comply with the current codes and standards.

Additionally in accordance with the Massachusetts supplements to the International Existing Building Code (IEBC) renovations and improvements to existing buildings are classified in one of three different levels, each level has different requirements for bringing up the facility to current standards, specifically relating to structural upgrades, energy improvements and fire protection system.

Based the existing conditions, the facility as it currently stands, is grandfathered from requiring building code improvements. However, as renovations and improvements are performed on the facility, the International Existing Building Code (IEBC) requires code upgrades on a sliding scale.

Even though the current facility is grandfathered from the existing codes the following deficiencies were identified and should be addressed with subsequent renovations

Basement Circulation, Means of Egress, Stairs & Elevator.



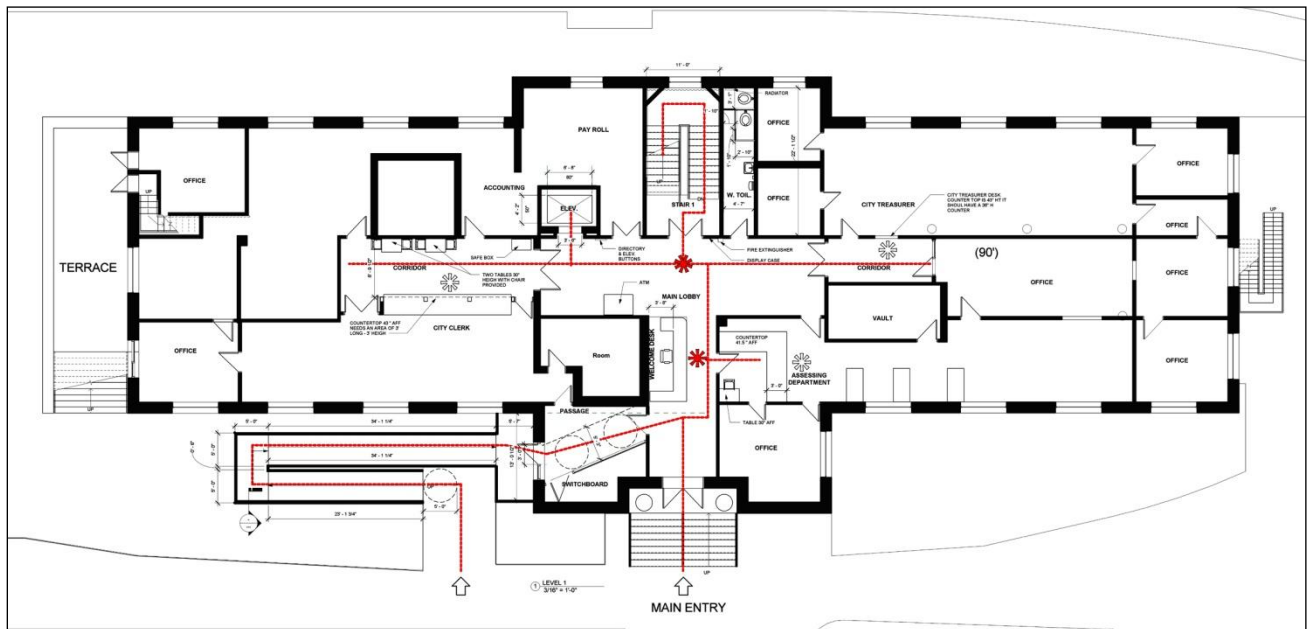
Basement Floor Plan

There are three means of egress from the basement floor to the exterior, the exit door from the office of Communication in the south wing, the exit at Human Resources department in the north wing and the monumental Stair 1. The monumental Stair 1 does not qualify as a rated means of egress because the partitions separating it from the lobbies at every floor are not rated. Some of the exits are through adjoining spaces which will need to remain unlocked if used as such.

An exit sign indicating exit through the communication office in the south wing. In the North wing there are storage boxes in the public corridors, in the Human Resources Corridor the dimension is reduced to 4'-7" because of the storage boxes. The width of the corridors should be kept to 5'-0" to allow two wheel chairs to pass each other. The exit sequence at the human resources corridor is confusing, after the exit sign you have to go through three sets of doors and the exit door is located within a currently occupied office.

Recommendation: Clarify egress exits and remove boxes and equipment that is interfering with egress path.
Priority: Category 1
Estimated Cost: None

First Floor Circulation, Means of Egress, Stairs & Elevator.



First Floor Plan

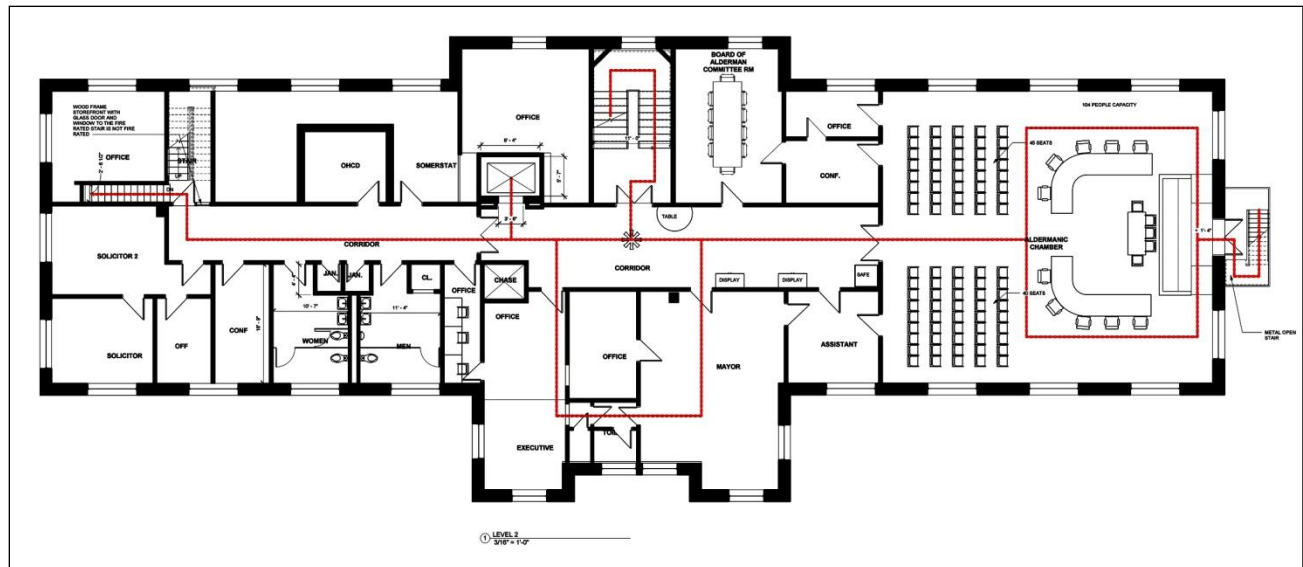
There is not a second means of egress from the north or the south wings on the first floor. In order to exit from any of the departments is necessary to return to the Main lobby to find your way out through the main door. The passage in front of the switchboard coming from the accessible ramp has furniture obstructing the mandatory 32" clear width of the door.

Recommendation: Since neither the south or north wing exceed 50 occupants an additional egress form these spaces is not required.

Priority: None

Estimated Cost: None

Second Floor Circulation, Means of Egress, Stairs & Elevator.



Second Floor Plan

North Wing Second Floor

The second floor has two separate means of egress besides the monumental Stair 1. The aldermanic Chambers located in the North Wing can accommodate more than 100 occupants, requiring two means of egress. The second means of egress from the chamber is located behind the stage wall. There are two risers of 8" each and no ramp provided. There is an exit sign provided.

The exit doors open into an exterior open metal riser stair.

Recommendation: The exterior metal stair is very unsafe and does not meet current building code and ADA requirements. The best solution would be to replace the existing fire escape with an enclosed staircase on the exterior of the existing facility. Since the facility is historic, the stair addition must be mindful of respecting the current building aesthetics and proportions.

Priority: Category 4

Estimated Cost: \$60,000.00

South Wing Second Floor

There is a second mean of egress in the South wing. The door takes you to Stair 2 and outside. Both the door and window into the stair shaft are not rated and compromise the rating of the stair shaft.

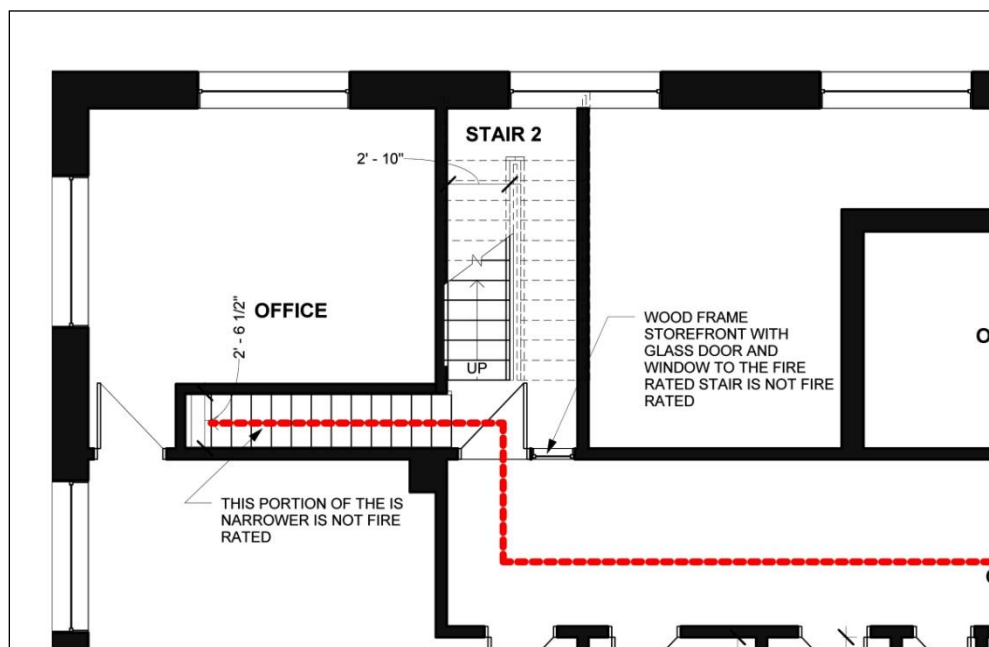
Stair 2, 2nd Fl.

The areas we observed that are in need of repair include: Egress from the third and second floor is from Stair 2. The fire rating in the shaft is compromised at the second floor because the doors and the sidelights in the rated shaft are not 1 hour rated.

Recommendation: Replace the existing door and side windows into the Stair 2 shaft at the 2nd Floor.

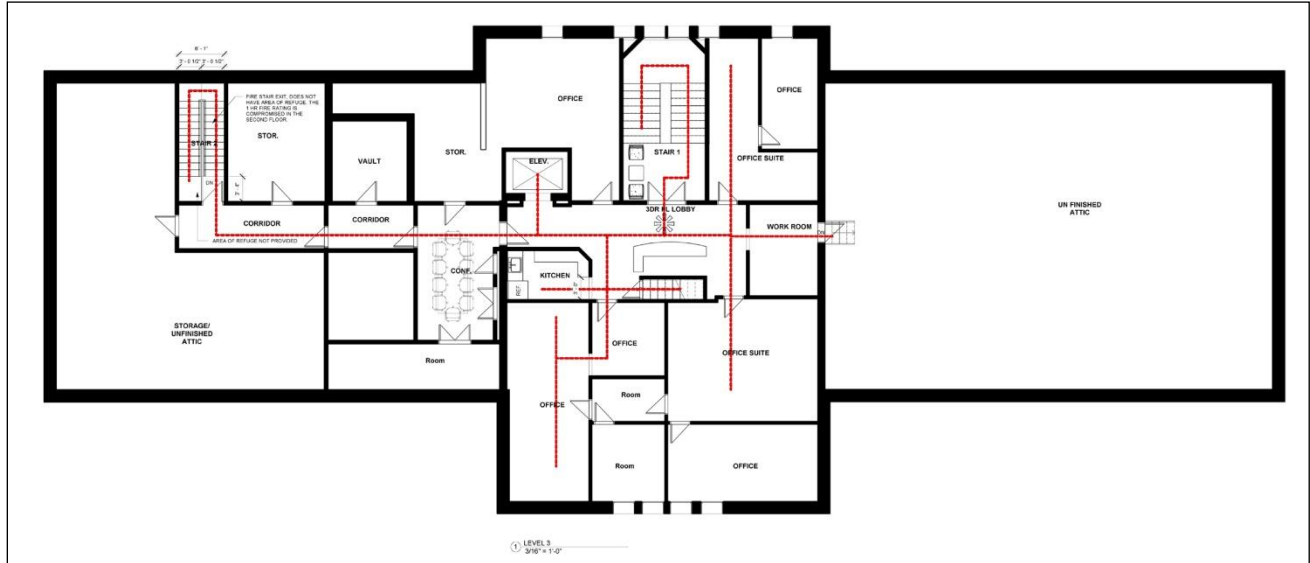
Priority: Category 4

Estimated Cost: \$20,000.00



View of Stair 2 Second Floor

Third Floor Circulation, Means of Egress, Stairs & Elevator.



Third Floor Plan

Area of Rescue Assistance

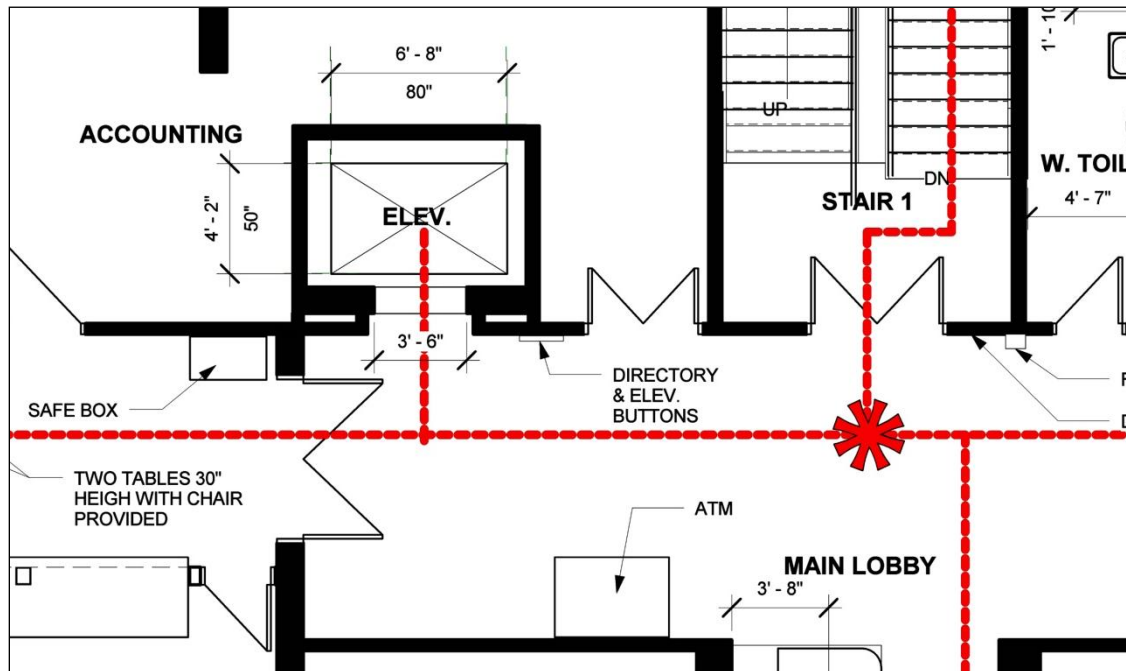
The facility does not have an area of refuge. 521 CMR has an Exception: *Areas of rescue assistance* are not required in an existing buildings undergoing alterations, remodeling, or reconstruction.

AAB **521 CMR 20.12** recommends at least two spaces but not less than one area of refuge needs to be 30"x 48" measured between the handrails.

There needs to be a 2 way communication System located in the area of refuge. A signage designating it as area of refuge, and the international signage of Accessibility. The area of refuge need to be located in a 1hr fire rated stair shaft. It is our recommendation to modify Stair 2 top landing to add an area of refuge.

Recommendation:	Leave as is since there is an exception in the code.
Priority:	None
Estimated Cost:	None

Elevator



View of existing elevator at the 1st Floor

Existing elevator cab is 50" x 80" and does not meet the size requirements for an accessible cab. However, in existing buildings, where existing shaft configuration prohibits strict compliance with the building code, the code allows for a cab to be the maximum size allowable to fit within the existing shaft. As long as the inside car area is no smaller than 48 inches by 48 inches, wall-to-wall and wall-to-door.

Recommendation:	Leave as is since there is an exception in the code
Priority:	None
Estimated Cost:	None

Monumental Stair 1

Stair 1 is the main monumental stair and the only means of egress from the second and third floor, with the exception of the open metal stair which provides egress from the Aldermanic Chamber. Stair 1 has doors in every floor that open to lobbies and are kept open. The doors, storefront and glazing are not 1 hr. fire rated. For this stair to properly serve as a means of egress the walls, doors, and frames need to be renovated to provide a 1-hr rated enclosure.

There are two ways of accomplishing this. Either modify the existing walls between the stair and the lobbies in every floor or to build a stair tower located in the North Elevation to replace the current open metal stair. These will provide a rated means of egress from the second and third floor.

Recommendation: Modify existing doors and walls to comply with rating requirements
Priority: Category 4
Estimated Cost: \$24,000.00

CODE TRIGGERS

In addition to the building deficiencies identified by the building evaluation, CDR Maguire also assessed specific thresholds that trigger more involved and complex renovations to the existing facility. Some of these thresholds are percentage of construction costs as they relate to the building value, while others depend on the amount of the extent of work performed over a percentage of the building.

Building Code:

The Massachusetts Building Code and the International Existing Building Code (IEBC) requires the implementation of the current structural requirements and fire suppression systems on a sliding scale with full implementation when 50% of the aggregate floor area is renovated.

Structurally this includes but not limited to evaluation of design gravity loads, lateral capacity, egress capacity, fire protection system, fire resistive construction, interior environmental, hazardous materials and energy conservation.

Level 1 Alterations – Include the removal and replacement or the covering of existing materials, elements, equipment or fixtures using new materials elements or fixtures.

- a. Structural assessment of roof loads, impacted by roof replacement and additional roof top equipment*
- b. Review of existing Means of Egress*
- c. Only new materials and finishes need to comply with Energy Code.*

Level 2 Alterations – include the reconfiguration of space the addition or elimination of any door or window, the reconfiguration or extension of any system, or the installation of any additional equipment.

- a. Comply with the requirements of Level -1*
- b. All new work shall comply with building code*
- c. Existing vertical openings shall be enclosed in rated enclosures*

- e. *Interior finishes within corridor and exits of the work area need to fire retardant*

If work area exceeds 50% of building area.

- a. *All interior finishes within corridors and exists need to be fire retardant*
- b. *Corridors and doors need to be rated*
- c. *Automatic sprinklers*
- d. *Door hardware assessment and upgrades*
- e. *Structural evaluation of gravity and lateral loads*

Level 3 Alterations – Applies where the work area exceeds 50% of the aggregate area of the building.

- a. *Facility needs to comply with Levels 1 and 2*
- b. *Seismic evaluation and upgrades of existing structure*

Handicap Accessibility:

According to the MAAB and ADA reasonable accommodations must be made to provide access to and within the existing facility. Currently the facility complies with this requirement, however as building improvements and renovations are implemented there are several thresholds that trigger greater accessibility improvements.

- a. If the work performed is limited to less than \$100,000, then only the work being performed needs to comply with the handicap requirements.
- b. If the work performed is \$100,000 or more, then in addition to the work performed, it would be mandatory to comply with the handicap requirements, as well as to provide an accessible public entrance, accessible toilet room, drinking fountains and telephone. General upkeep will not trigger this requirement unless it exceeds \$500,000.
- c. When the work performed exceeds 30% of the full and fair cash value of the building, then the entire facility is required to be brought up to current standards.
- d. Phased construction is calculated on 36 month time frame.

Historic Buildings

The Somerville City Hall is listed in the historic building registry, Reference # 35665. Consequently under the appropriate state and/or local laws it may be granted a variance by the Board to allow alternate accessibility. If a variance is requested on the basis of historical significance, the Massachusetts Historical Commission may request a copy of the proposed variance request and supporting documentation to substantiate the variance request and its effect on historic resources.

A written statement from the Massachusetts Historical Commission is required with the application for variance.

RECOMMENDATIONS AND PROJECT SCHEDULE

It would be most advantageous to perform all the work recommended in this report under a single contract. The cost for all the work is estimated to be approximately \$4.2 million, which would generate a considerable amount of interest and competitive pricing. The mobilization cost for a single project would be far less than the multiple mobilizations required for several smaller projects. In addition, the administration and cost of preparing and bidding a single set of Construction Documents would also cost less than having multiple Contracts and sets of Construction Documents.

That does not mean that the work would all have to occur simultaneously. It would be most advantageous to phase the exterior work in clement weather, and interior work in inclement weather. Therefore, our recommendation is to perform all exterior work in the summer and fall of 2016, and all interior work in the winter and spring of 2016-17. The bathroom work would also have to be phased to maintain at least one bathroom in operation for each gender at all times.

If it is not possible to perform all the work under a single contract, then items which impact life safety or building integrity, such as exterior ramps, steps, repointing and exterior painting must be given the highest priority, improvements of a more functional nature, such as window repairs and the attic expansion would be given intermediate priority, and improvements that are primarily aesthetic in nature, such as the bathroom renovations and interior painting would be given the lowest priority.

COST CONSIDERATIONS

The associated construction costs per task is based on today's dollar value. They are derived from historical data gathered from past and current projects, Means Construction Cost Guide as well as past reports performed for the Somerville City Hall. The estimates do not take inconsideration savings if projects are grouped together nor do they take in account relocation costs to move occupants during renovations.

BREAKDOWN OF TASKS

To assist the City of Somerville to make an informed decision on what building related issues need to be performed and the associated time period for the repairs, we have subdivided the construction costs into four categories, identified as:

Category 1.

- Equipment or systems that are not presently functioning and require repair or replacement to bring to a functioning state, or
- Equipment or systems highly likely to fail in the upcoming year and require repair or replacement to mitigate a disruption to the buildings use.

Subcategory	Amount
Replace sealants, repair steps and paint railings	\$8,000.00
Remove and replace damaged concrete	\$7,000.00
Prep and paint wood trim	\$325,000.00
Replace sealants	\$9,000.00
Replace louvers	\$8,000.00
Replace/repair windows	\$150,000.00
Replace windows in clock tower	\$6,000.00
Paint doors and adjust hardware	\$11,000.00
Patch slate roof	\$8,000.00
Repair damaged copper coping	\$14,000.00
Cyclic maintenance (per year)	\$5,000.00
Repairs to curb ramp and sidewalk	\$5,000.00
TOTAL	\$556,000.00

Category 2.

- Life/safety issues that should be addressed immediately.

Subcategory	Amount
Repair damaged fire escape	\$22,000.00
Replace damaged cross over roof stair	\$5,000.00
Replace stair treads and rotting floor at cupola	\$6,000.00
Install railings at stairs and provide ladder to clock tower	\$5,000.00
Replace louvers	\$8,000.00
TOTAL	\$46,000.00

Category 3.

- Equipment or systems likely to fail in 1-5 years that are recommended for repair or replacement based on an estimation of life using the equipment or system's current state of wear.

Subcategory	Amount
Replace retaining wall	\$28,000.00
Replace steps, sidewalk and railings	\$42,000.00
Provide new railings, Repair steps	\$16,000.00
Repair patio	\$21,000.00
Repoint North wing brick walls	\$170,000.00
Repoint South and West granite walls	\$12,000.00
Clean masonry	\$3,000.00
Apply breathable water repellent	\$36,000.00
Replace flat roof	\$60,000.00
Replace clock	\$12,000.00
TOTAL	\$400,000.00

Category 4.

- Equipment or systems likely to fail within 5-10 years that are recommended for repair or replacement based on an estimation of life using the equipment or system's current state of wear.

Subcategory	Amount
Attic Renovations	\$300,000.00
HVAC	\$900,000.00
Electrical	\$450,000.00
Plumbing	\$260,000.00
Fire Protection	\$156,000.00
Renovate Kitchenette and reception desk	\$30,000.00
Renovate Basement Bathrooms	\$50,000.00
Renovate First Floor Bathroom	\$50,000.00
Replace fire escape with enclosed stair	\$60,000.00
Modify Stair #2	\$20,000.00
Modify Monumental stair	\$24,000.00
TOTAL	\$2,300,000.00

APPENDIX A - Glossary of Acronyms and Terms

Glossary of Acronyms and Terms

ADA	American with Disabilities Act
MAAB	Massachusetts Architectural Access Board
IEBC	International Existing Building Code
OPM	Owner's Project Manager
EPDM	Ethylene Propylene Diene Monomer
PVC	Polyvinyl-Chloride
VCT	Vinyl Composition Tile
CMU	Concrete Masonry Unit
DX	Direct Expanse
VAV	Variable Air Volume
H&V	Heating and Ventilation
PCB	Polychlorinated Biphenyls

APPENDIX B - Photographs



Photo 1 - Sealant is badly deteriorated at granite steps of Main Entry. Handrails are scratched and rusting. Painted columns, window and door surrounds are in poor condition.

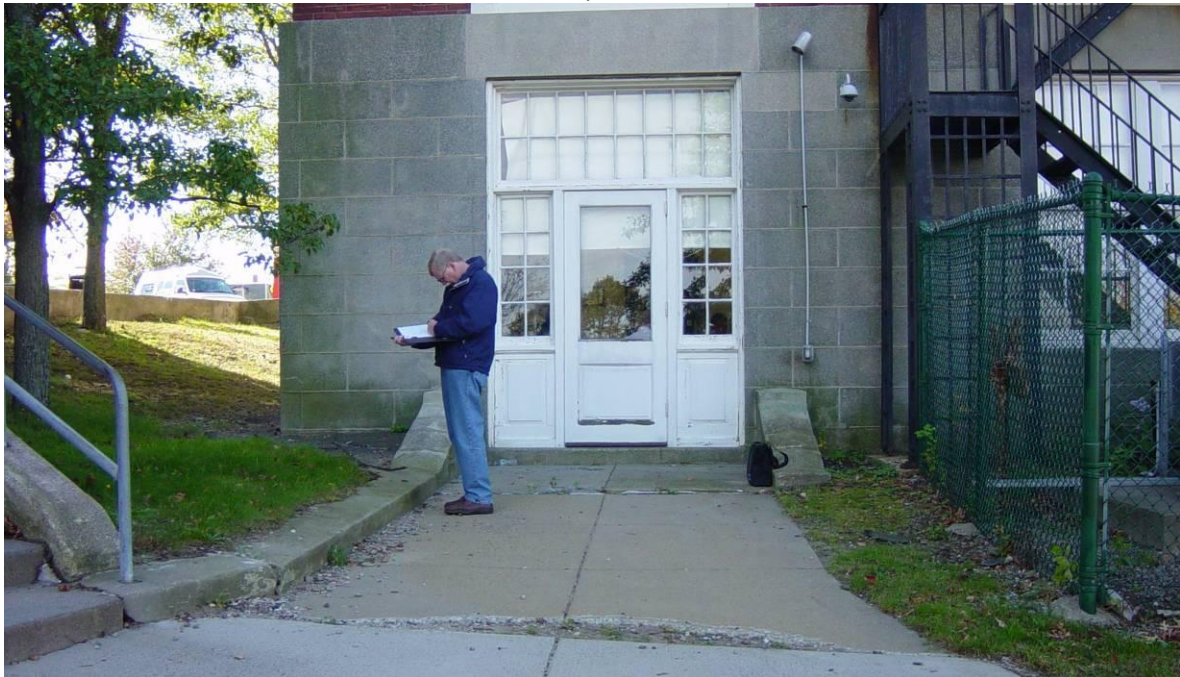


Photo 2 - Run-off flows around northeast corner of building. Sidewalk and curbs are badly cracked. Fire escape is rusty and needs painting and repairs.



Photo 3 - Concrete retaining wall is beginning to lean, but not showing signs of imminent failure.

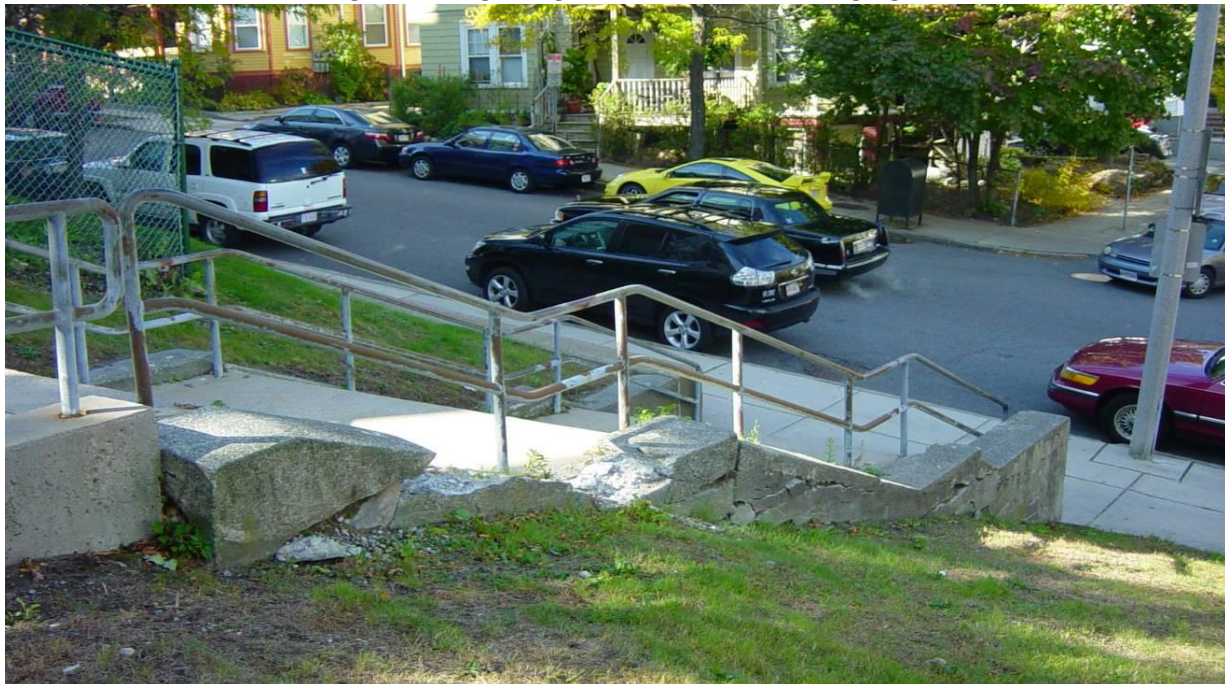


Photo 4 - Concrete walls are badly cracked at staircase. Railings are rusting.

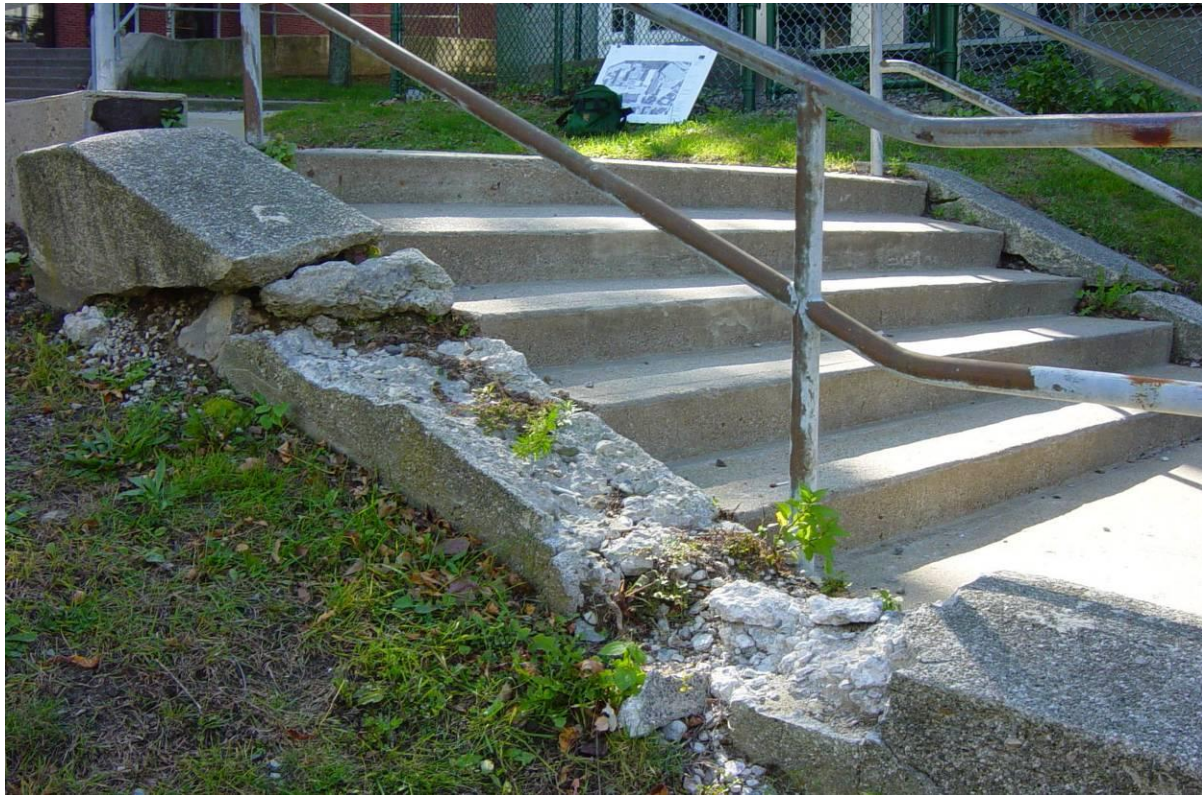


Photo 5 - Treads slope downhill, creating a serious slip hazard when ice is present.



Photo 6 - Ramp to basement does not meet Accessibility Code (MAAB). Ramp is too narrow and railing profiles do not conform. Ramp posts are loose.

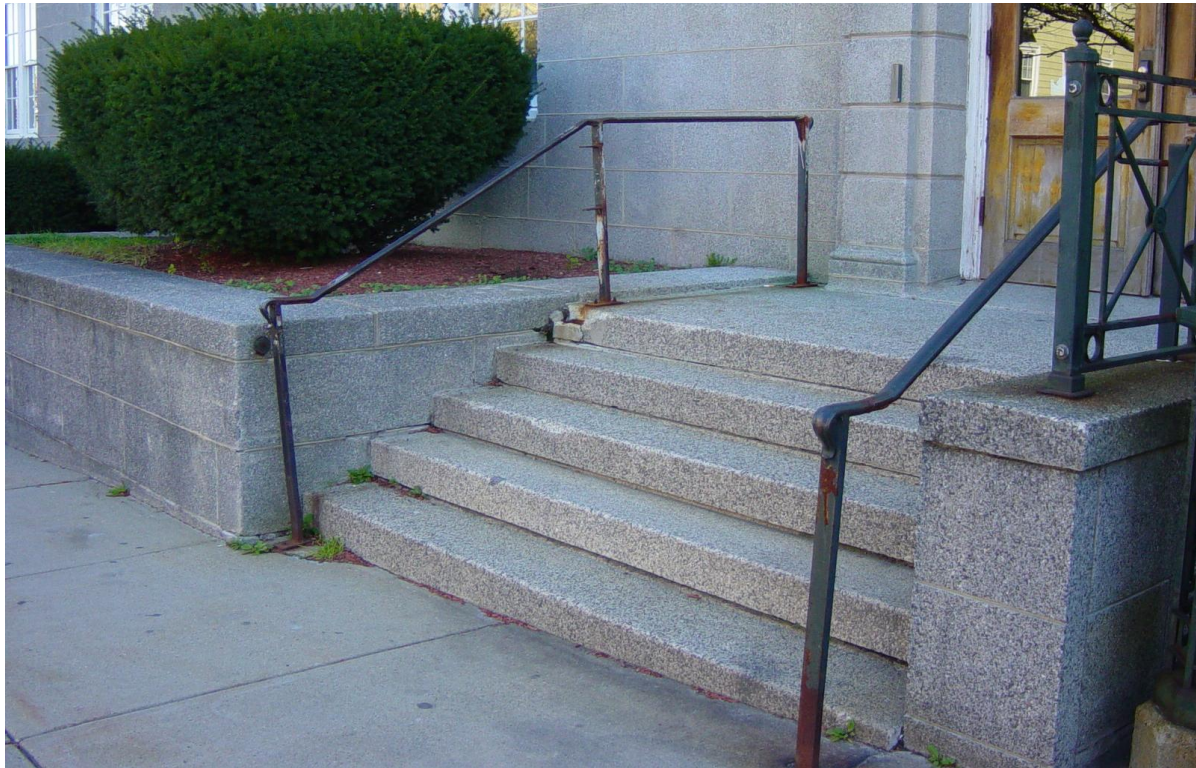


Photo 7 - Steps and railings are damaged. Exterior doorways have worn finishes and hardware, typical.



Photo 8 - Riser at bottom step is too high. Build up grade below steps to make bottom riser equal to others.



Photo 9 - Terrace waterproofing is failing, causing water and tar leakage at offices below. Moss and plant growth is seen and should be removed for proper function of terrace drains. Some deterioration of the cast stone guardrail was seen.



Photo 10 - Terrace pavers need to be removed to clean out organic debris, which is clogging the drains. Some pavers are cracked and need to be replaced. Drain pipes need to be insulated to prevent sweating.



Photo 11 - Brick walls, granite base and building mortar are in good condition. No settling or cracking of masonry was seen. Due to weather, the northwest corner of building showed the most deterioration to the

mortar. The grilles, seen below the Second Floor windows in the Alderman's Chamber, let in wind-driven rain, causing water to drip in the offices below.



Photo 12 - This photo contrasts brick that has been re-pointed, on the right, with brick that has not been re-pointed, on the left. The grout on the left is very porous and deteriorated, letting in water which in turn leads to cracking of the brick and deterioration of paint and plaster on the inside surface.



Photo 13 - Paint at wood cornices and other wood trim is peeling, in some cases badly. Some copper downspouts have split, causing large amounts of water to spill down the face of the building. Below this downspout, which is adjacent to the Accounting Office, water has damaged the interior wall surface.



Photo 14 - Windows are single hung, wood sashes and frames retrofitted with insulated glazing and weather stripping. The condition of the windows is good, but the sashes have excessive play, some weather stripping is missing, the glazing compound is cracking, and painting is needed.



Photo 15 - Slate roofs are in good condition. A few cracked and missing slates were seen. Built-in EPDM lined gutters appear in good condition. The copper ridge appears to be in good condition.



Photo 16 - Several areas of the copper coping are damaged and in need of repair.



Photo 17 - The flat EPDM roofs are approximately 19 years old and in fair to good condition. Some roof drains are damaged and in need of repair.



Photo 18 - Basement bathrooms are single-user, causing inconvenience. Rusty pipes and radiators, mismatched accessories, unpleasant lighting and deteriorated floors give unattractive appearance.



Photo 19 - Second floor bathrooms are well maintained. Appearance is somewhat worn and mismatched.



Photo 20 - Existing south attic has exposed brick wall, window and roof timbers. Steam pipes obstruct space.



Photo 21 - Attic is currently crammed with old files and drawings. Tension rods and braces obstruct space.



Photo 22 - The clock tower is clad in painted clapboard, wood trim and copper roofing. It has three floor levels, the lowest of which exits onto the flat roof. The crossover stairs on the right are used for accessing the west roof and mechanical equipment. It is missing treads, poorly built and hazardous. Replacement is recommended.



Photo 23 - The clock tower paint is peeling badly. Some wood trim is loose and in need of repair. Windows are in very poor condition. They have not been fitted with insulated glazing as was done elsewhere. Non-historic storm windows have been shattered due to high winds. The copper roofs appear to be in good condition, and no water was seen leaking from the steeple in moderate to heavy rains.



Photo 24- The stairs ascending the clock tower are very steep, with loose, cracked treads and inadequate railings. Buckets are propped to catch leaks.



Photo 25 - Ladder to clock room is unsafe, some rungs are loose and it does not meet OSHA standards. Walls and floors are water damaged. Windows are rotted and leak. Floors are littered with debris.



Photo 26 - Timber frame and tension rods appear to be in good condition. Some rot is seen at the roof planks. It is not clear if this is recent, and may be due to condensation rather than leakage. No roof leakage was observed in moderate to heavy rain and winds.



Photo 2 - The clock is not functioning. Deteriorating glazing compound around dial may leak water.

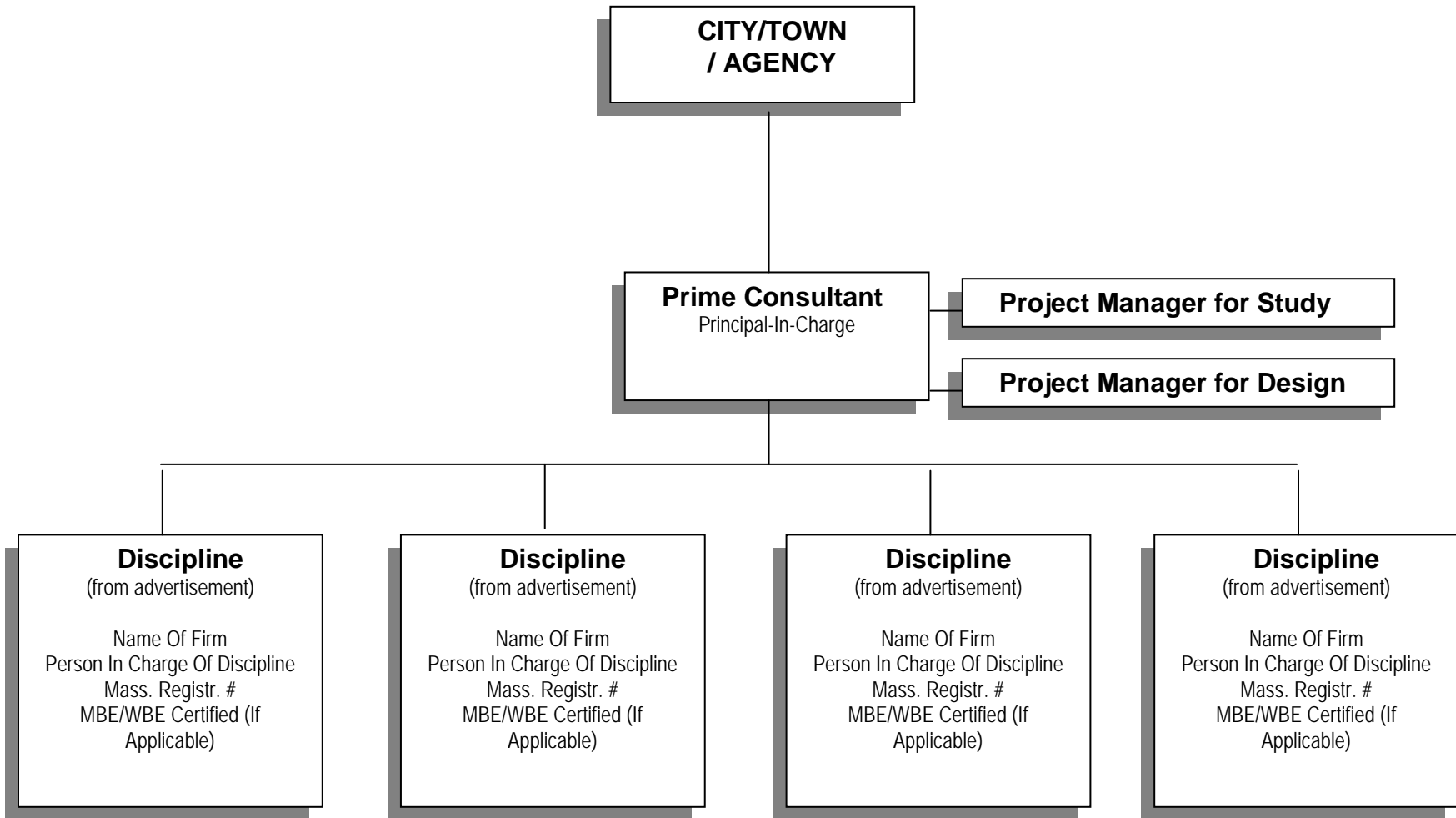


CDR Maguire Inc. was founded in 1938 and since that time, has grown to become one of the Northeast's leading architectural, engineering and planning firms. CDR Maguire has offices in Maine, Massachusetts, Rhode Island, Connecticut, New Hampshire, Pennsylvania, and the U.S.V.I.

With over 150 professionals and support staff located in 5 offices throughout these 5 states and territories, CDR Maguire provides a full complement of A/E/P services competitive with other nationally known firms. CDR Maguire differs from most of those firms in that it is a privately-owned firm with staff having long tenure with the company. We find that this is atypical of the large A/E/P firms today with the primary benefit of having long standing relationships between our clients and our principals and managers. These 5 local offices also allow our staff to develop the particular parochial skills required to coordinate permits with the various regulatory agencies in each of these states and within various counties. For more information about CDR Maguire, please visit our Web site at www.CDRMaguire.com. For more information about this report, please contact: Fabrizio Caruso, AIA, Fabrizio.Caruso@CDRMaguire.com, Direct Line 617.778.1464.

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)	1. Project Name/Location For Which Firm Is Filing:		2. Project #																																																																																																	
			This space for use by Awarding Authority only.																																																																																																	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																																																		
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																																																		
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:																																																																																																		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: _____ Telephone No: _____ Fax No.: _____		3h. Check Below If Your Firm Is Either: (1) SDO Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SDO Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SDO Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>																																																																																																		
4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																																																				
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																				

6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <u>ONLY</u> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>																																
Be Specific – No Boiler Plate																																	
11.	Professional Liability Insurance: <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
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12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 20%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Submitted by (Signature) _____</td> <td style="width: 50%;">Printed Name and Title _____ Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____ Date _____																														
Submitted by (Signature) _____	Printed Name and Title _____ Date _____																																

CITY OF SOMERVILLE, MA

CONTRACT FOR PROJECT MANAGEMENT SERVICES

CONTRACT # _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the City of Somerville (the “City”), and

Contractor: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

to provide the Project Management services required to complete the Basic and Extra Services described herein for the construction of a _____ (“the Project”).

The Owner’s Project Manager is authorized to perform the services required by this Contract through the Project Closeout.

For the performance of the services required under this Contract, the Owner’s Project Manager shall be compensated by the City for Basic Services in accordance with the Payment Schedule included as Attachment A.

ARTICLE 1: DEFINITIONS

APPROVAL – a written communication from the City approving either the work of the current Phase, as identified on Attachment A, or authorizing the Owner’s Project Manager to proceed to the next Phase or approving the scope and compensation for either Extra Services or Reimbursable Expenses.

ARCHITECT/ENGINEER – herein also referred to as the **DESIGNER** -- the person or firm with whom the City has contracted to perform the professional designer services for this Project.

BASIC SERVICES – the minimum scope of services to be provided by the Owner’s Project Manager under this Contract, unless the Contract is otherwise terminated pursuant to Article 12.

CERTIFICATE OF FINAL COMPLETION – the form which contains the certification of the Designer, OPM and the City that the Project has reached Final Completion.

COMMISSIONING CONSULTANT – a person or firm which may be engaged by the City to provide building commissioning services, including advisory services during design and construction.

CONTRACT – this Contract, inclusive of all Attachments, between the City and the Owner’s Project Manager; all written amendments to this Contract; and all Approvals issued pursuant to this Contract.

CONTRACTOR or GENERAL CONTRACTOR – the person or firm with whom the City has contracted to perform the construction for this Project pursuant to the provisions of G.L. c. 149, §§44A-44J.

EXTRA SERVICES – services requested by the City to be performed by the Owner’s Project Manager but which are additional (or “extra”) to the services performed as Basic Services.

FEE FOR BASIC SERVICES – the fee to be paid to the Owner’s Project Manager for satisfactorily performing, in the City’s sole discretion, the Basic Services required under this Contract, exclusive of the compensation to which the Owner’s Project Manager is entitled pursuant to Articles 9 and 10.

FINAL COMPLETION – The work has been completed in accordance with the Construction Contract Documents.

GENERAL LAWS – the Massachusetts General Laws as amended, including any rules, regulations and administrative procedures implementing said laws.

NOTICE to PROCEED – the written communication issued by the City to the Contractor authorizing the Contractor to proceed with the services specified in the construction contract and establishing the date for commencement of the contract time.

OWNER’S PROJECT MANAGER – the individual, corporation, partnership, sole proprietorship, joint stock company, joint venture or other legal entity identified as such on page one of this Contract performing the professional Project Management Services under this Contract.

PHASE – a distinct portion of the work of this Contract and its associated duration, as identified on Attachment A. Prior Approval to proceed for each Phase is required from the Owner.

PRINCIPALS – the owners and/or officers of the Owner’s Project Manager who are actively involved in the management of the Project.

PROJECT – all work that pertains to the study, planning, design, construction, reconstruction, installation, demolition, maintenance or repair, if any, as defined in the Project Scope and Budget Agreement or Project Funding Agreement .

PROJECT BUDGET – a complete and full enumeration of all costs of the Project.

PROJECT DIRECTOR – the employee of the Owner’s Project Manager who has been designated in writing by the Owner’s Project Manager as its authorized representative, as approved by the Owner, pursuant to the requirements of M.G.L. c.149 §44A½ or G.L. c. 149A, § 2, as the case may be, for an “owner’s project manager” and 963 CMR 2.00 et seq., and shall be the person who shall oversee and be responsible for all Project Management Services provided under this Contract. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Official Program as administered by the Inspector General of the Commonwealth of Massachusetts.

PROJECT REPRESENTATIVE – the employee or a Sub-consultant of the Owner’s Project Manager, who shall be dedicated exclusively to the Project, on-site full-time during the Construction Phase in accordance with the requirements of Article 8.6.2.

PROJECT SCHEDULE – a complete list of all activities, time and sequence required to complete the Project.

REIMBURSABLE SERVICES OR REIMBURSABLE EXPENSES – the cost of services requested by the Owner to be performed by the Owner’s Project Manager or the cost of expenses paid by the Owner’s Project Manager that are reimbursable pursuant to the provisions of Article 10.

SUBCONTRACTOR – for purposes of a project utilizing the design-bid-build construction delivery method pursuant to G.L. c. 149, a person or entity having a direct contractual relationship with the Contractor, who has the contract to perform the construction of the Project, except as otherwise specifically provided herein or as required by Law.

SUBCONSULTANT – any individual, company, firm, or business having a direct contractual relationship with the Owner’s Project Manager, who provides services on the Project.

ARTICLE 2: RELATIONSHIP OF THE PARTIES

- 2.1 The Owner’s Project Manager shall act as an independent contractor of the City in providing the services required under this Contract.
- 2.2 The Owner’s Project Manager warrants and represents to the City that it has fully, completely and truthfully represented the qualifications and skills of the Owner’s Project Manager, its Sub-consultants, agents, servants and employees in the proposal submitted by the Owner’s Project Manager, the Contract documents and in all communications with the Owner relative to this Contract and the services to be performed hereunder by the Owner’s Project Manager, its Sub-consultants, agents, servants and employees.
- 2.3 The Owner’s Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated members of the Owner’s Project Manager’s profession on projects of similar size, scope and complexity as is involved on the Project. The Owner’s Project Manager’s services shall

be rendered in accordance with this Contract.

- 2.4 The Parties hereto agree that the Designer is solely responsible for the design requirements and design criteria for the Project (except to the extent specifically delegated to others) and for performing in accordance with the contract between the Owner and Designer.
- 2.5 The Parties hereto agree that the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, the Contractor's schedules, and for safety precautions and programs in connection with the Project and for performing in accordance with the Owner-Contractor Agreement. The Owner's Project Manager shall be responsible for the Owner's Project Manager's acts or omissions but shall not have control over or charge over acts or omissions of the Contractors, Subcontractors, or the agents or employees of the Contractor, CM at Risk, Subcontractors, the Designer, the City or the Commissioning Consultant.
- 2.6 Nothing in this Contract shall be construed as an assumption by the Owner's Project Manager of the responsibilities or duties of the Contractor or the Designer. The Owner's Project Manager's services shall be rendered compatibly and in coordination with the services provided by the Designer. It is not intended that the services of the Owner's Project Manager and Designer be competitive or duplicative, but rather complementary. The Owner's Project Manager shall be entitled to rely upon the Designer and Contractor for the proper performance of their obligations pursuant to their respective contracts with the City.

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

- 3.1 The City shall designate an individual or individuals who shall have the authority to act on behalf of the City under this Contract and who shall be responsible for day-to-day communication between the City and the Owner's Project Manager.
- 3.2 To the extent such data is available, the City shall furnish to the Owner's Project Manager existing surveys of the Project site, building plans, borings, test pits, structural, mechanical, chemical or other test data, tests for air and water pollution and for hazardous materials, photographs and utility information. The Owner's Project Manager shall be entitled to reasonably rely upon the sufficiency and accuracy of the information furnished under this Article 3.6, provided that the Owner's Project Manager shall notify the City in writing of any deficiencies in such data that the Owner's Project Manager becomes aware of.

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

- 4.1 The Owner's Project Manager shall provide project management services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the Project Schedule and monitor the quality of services and workmanship and shall recommend courses of action to the City when respective contractual requirements are not being fulfilled.

- 4.2 The Owner's Project Manager shall perform the services required under this Agreement in conformance with applicable federal, state, and local laws, by-laws and regulations.
- 4.3 The Owner's Project Manager shall report to the City any act or inaction in connection with the Project which the Owner's Project Manager believes creates a substantial health or safety risk. Notwithstanding the immediately preceding sentence, the Owner's Project Manager shall not assume responsibility for safety precautions and programs in connection with the Project, which shall remain the sole responsibility of the Contractor.
- 4.4 The Owner's Project Manager acknowledges the importance that the Owner attributes to the abilities and qualifications of the key members of the Owner's Project Manager's team, including Sub-consultants, and the continuity of key members' participation in the services to be provided under this Contract. This Contract has been entered into on the representation of the Owner's Project Manager that the individuals, consultants, assignments and responsibilities will be maintained throughout the duration of this engagement. No substitution or replacement of individuals or change in the Sub-consultants, listed in Attachment B, shall take place without the prior written approval of the City, except when necessitated by causes beyond the Owner's Project Manager's control. If the Owner's Project Manager proposes to replace one of the key members of the Owner's Project Manager's team, the Owner's Project Manager shall propose a person or consultant with qualifications at least equal to the person or firm the Owner's Project Manager proposes to replace. The City shall have the right to approve any substitution or replacement or change in status for the persons or Sub-consultants listed in Attachment B and such approval shall not be unreasonably withheld. At the request of the City, the Owner's Project Manager shall consult with the City to resolve any situation in which the City determines that a member of the Owner's Project Manager's team is failing to perform services in an acceptable manner to the Owner. The City shall have the right to direct the removal of any such person or consultant. No act or omission of the City made or permitted under this Section shall relieve the Owner's Project Manager of its responsibility for the performance of the services specified in this Contract.
- 4.5 The Owner's Project Manager shall employ at all times professional and support personnel with requisite expertise and adequate numbers to assure the complete, timely and high quality performance of the obligations of the Owner's Project Manager.
- 4.6 The Owner's Project Manager shall be and shall remain liable to the City for all damages incurred by the City as a result of the failure of the Owner's Project Manager to perform in conformance with the terms and conditions of this Contract.

ARTICLE 5: SUBCONSULTANTS

- 5.1 The Owner's Project Manager shall not employ consultants, sub-consultants, sublet, assign or transfer any part of its services or obligations under this Agreement without the prior approval of and written consent of the City. The employment of Sub-consultants shall not in any way

relieve the Owner's Project Manager from its responsibilities under this Contract. Nor shall the City's approval of a Sub-consultant in any way relieve the Owner's Project Manager from its responsibilities under this Contract.

- 5.2 Upon request, the Owner's Project Manager shall provide the City copies of its agreements with Sub-consultants, including amendments thereto, and shall consult with the City with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the Sub-consultants.
- 5.3 The OPM shall be responsible for all compensation to be paid to a sub-consultant. No Sub-consultant shall have recourse against the City for payment of monies alleged to be owed to the Sub-consultant by the Owner's Project Manager, and the Owner's Project Manager shall include in all contracts with its Sub-consultants language so providing.
- 5.4 All contracts between the Owner's Project Manager and its Sub-consultants shall include a provision in which the City's rights to initiate corrective action shall be stipulated

ARTICLE 6: TERM AND TIMELY PERFORMANCE

- 6.1 The Owner's Project Manager acknowledges that expeditious completion of the Owner's Project Manager's services and the Project is of the utmost importance to the City. The term of this Agreement shall commence on the date stipulated in an Approval to proceed from the City. The Owner's Project Manager shall complete the services required under this Contract in a prompt and continuous manner. The Owner's Project Manager shall perform its services in a timely manner and shall not delay the work of the Designer or Contractor. The Owner's Project Manager shall monitor the performance of the Designer and the Contractor in accordance with schedules of performance that are established under their contracts with the City. The Owner's Project Manager shall immediately advise the City, as well as the Designer or the Contractor, in writing, any time the Owner's Project Manager determines that either the Designer or the Contractor's performance is jeopardizing the Project Schedule or the Project Budget.
- 6.2 Time is of the essence in the performance of the Owner's Project Manager's obligations under this Agreement and under any amendment. The Owner's Project Manager agrees that no other work in its organization will be permitted to interfere with its timely performance of the work required under this Agreement or any amendment.
- 6.3 The Owner's Project Manager's services are to be provided in accordance with the time schedule set forth in this Agreement. If the schedule changes causing the need for revisions to the Owner's Project Manager's services, the Owner's Project Manager shall notify the City of the revisions to its services. The City shall have the right to extend the term of this Contract by amendment. All the rights and obligations of the parties for such extended periods shall be as set forth in this Contract or in the amendment.

ARTICLE 7: COMPENSATION

- 7.1 For the satisfactory performance of all services required pursuant to this Contract, excluding those services specified under Articles 9 and 10, the Owner's Project Manager shall be compensated by the City in an amount up to the Not-to-Exceed Fee for Basic Services, identified on Attachment A. The Owner's Project Manager shall submit invoices on a monthly basis in accordance with the Payment Schedule included as Attachment A. The City shall make payments to the Owner's Project Manager within 30 days of the City's approval of the invoice, which approval shall not be unreasonably withheld or delayed.
- 7.2 The Fee for Basic Services shall include, but not necessarily be limited to, all labor, overhead, profit, insurance, legal services, transportation, communication expenses, reasonable printing and copying necessary for completion of the Project. The fee for Basic Services also shall include (a) the costs of rebidding and re-solicitation of proposals, bids, or qualifications if due to the fault of the Owner's Project Manager, and (b) assisting the City as provided by section 8.1.4.2 in litigation or resolution of claims or other administrative proceedings associated with a bid protest arising out of the Designer contract or the construction contract and for assistance beyond the requirements of 8.1.4.2 if such litigation or claims are due to the fault of the Owner's Project Manager. The OPM shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the OPM in the preparation of the bid documents as reasonably determined by the City.
- 7.3 When the Owner's Project Manager receives payment from the City, the Owner's Project Manager shall promptly make payment to each Sub-consultant whose work was included in the work for which such payment was received. The City shall have the contractual right to investigate any breach of performance of a Sub-consultant and to initiate corrective measures it determines are necessary and in the best interest of the City. All contracts between the Owner's Project Manager and its Sub-consultants shall include a provision in which the City's rights to initiate corrective action shall be stipulated.
- 7.4 The Owner's Project Manager shall be paid the remainder of the Fee for Basic Services, less previous payments, upon acceptance by the City of the Certificate of Final Completion and submission of evaluations.

ARTICLE 8: BASIC SERVICES

The Owner's Project Manager shall perform the following Basic Services:

8.1 Project Management (For All Phases)

- 8.1.1 The Owner's Project Manager shall prepare a communication and document control procedure during the Feasibility Study/Schematic Design Phase and continue to update it as specified for the duration of the Project. This procedure shall detail the responsibilities and lines of communication among all Project participants (City, Owner's Project Manager, Designer, Contractor, Subcontractors, and other consultants, vendors or suppliers) and establish the procedure for correspondence, document control, designer and contractor submittal logs, change order reporting logs

and other tracking logs, as needed. A draft of the communication plan shall be submitted to the City for approval within 30 days of the Approval to proceed with the Contract and be further updated (a) as needed to include the award of Construction Contract(s) and no later than 30 days after approval to proceed to the Construction Phase of the Project. The Owner's Project Manager shall include the Designer in its distribution of the Project Budget, Schedule, Monthly Progress Report and other reports as appropriate and as outlined in the Communications Plan.

8.1.2 The Owner's Project Manager shall attend meetings with representatives of the City, and attend neighborhood meetings relating to the Project. The Owner's Project Manager shall take minutes of all of the above-referenced meetings and promptly distribute minutes of these meetings to the City.

8.1.3 The Owner's Project Manager shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the Designer, equipment vendors and all other contractors and supplier and make recommendations to the City relative to amounts due.

8.1.4 Project Control

This section of the standard agreement is not used for this project.

8.1.5 Project Budget

The Owner's Project Manager shall prepare a detailed baseline Project Budget in a form acceptable to the City, which will be submitted to the City for approval. The Owner's Project Manager shall monitor and compare all Designer estimates, contractor bids, and other cost information to this Project Budget and identify and report all variances to the City. The Owner's Project Manager shall maintain and update the baseline Project Budget throughout the term of this Contract. The Owner's Project Manager shall report any variances to the baseline Project Budget as part of the Monthly Progress Report.

The Owner's Project Manager shall prepare revisions to the baseline Project Budget, as needed, and submit them to the City for approval.

8.1.6 Cost Estimating

The Owner's Project Manager shall prepare detailed independent cost estimates at each Design phase, when required by the City, or, at the request of the City, shall review the Designer's cost estimates at each Design Phase (schematic and construction). If the City requires the Owner's Project Manager to prepare an independent cost estimate, the Owner's Project Manager shall compare its cost estimate to that prepared by the Designer to identify and notify the City of any variances.

In the event that the cost as estimated by the Designer exceeds the construction cost in the Project Budget at any of the Design phases, the Owner's Project Manager shall consult with the Designer and recommend to the City appropriate revisions to the scope of work.

8.1.7 Project Schedule

The Owner's Project Manager shall prepare a Project Schedule in a form acceptable to the City, which shall be submitted to the City for approval.

The Owner's Project Manager shall prepare revisions to the Project Schedule, as needed, and submit them to the City for approval.

8.1.8 Construction Schedule

The Contractor shall be responsible for preparing and updating its construction schedule on a monthly basis. The Owner's Project Manager shall meet once each month with the Contractor and Designer to review and update its schedule, develop the monthly progress information to support the Contractor's payment estimate, and monitor the Contractor's performance for compliance with its contract.

The Owner's Project Manager shall notify the City of and include in its Monthly Progress Report any significant changes or delays to the construction schedule. The Owner's Project Manager shall make appropriate recommendations to the City relative to the actions that should be taken by the Contractor and/or advise the City when liquidated damages, if included in the construction contract, are anticipated to be incurred.

8.1.9 Monthly Progress Report

The Owner's Project Manager shall submit to the City a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the City and shall describe work performed by all project participants (OPM, Designer, and Contractor) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence (Project Schedule as well as individual completion percentages for design and construction), costs to date (updated Project Budget and actual expenses incurred), change orders and potential change orders, cash flow projections, Contractor's safety performance, Designer's QA/QC, Contractor's compliance, community issues, Designer and Contractor's MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

8.1.10 MBE/WBE Compliance Monitoring (All Phases)

The Owner's Project Manager shall monitor and report on the Designer's and Contractor's compliance with MBE/WBE requirements.

8.1.11 Site Investigations and Environmental Testing

Prior to Designer Selection, the Owner's Project Manager shall assist the City in determining the need for and the implementation of site evaluation and testing including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects. The determination whether or not any additional services or testing need to be performed shall rest with the City or Designer.

8.1.12 Project Records and Reports (All Phases)

The Owner's Project Manager shall maintain a complete Project file including, but not necessarily limited to, a copy of the executed agreements of the City-Owner's Project Manager, City-Architect/Engineer and the City-Contractor including copies of performance and payment bonds, a master list of permits, certificates of insurance, licenses and approvals for the Project, correspondence, daily reports, payment records, shop drawings, submittals, project schedules, requests for information, change orders/amendments, change directives and meeting minutes. The Owner's Project Manager shall assist the City in responding to any public records request received by the City.

8.2 Feasibility Study/Schematic Design Phase

This section of the standard agreement does not apply to this project.

8.2.2 Design Monitoring

The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and assist the City in the review of the proposed scope, schedule and budget, developed by the Designer, including the review of the Designer's drawings. The Owner's Project Manager shall:

- a. Review Designer's cost estimates and, if required by the City, prepare independent construction cost estimates as provided in Section 8.1.6 of this Contract for comparison with the Designer's cost estimates.
- b. Work with the City and Designer to prepare the Project Schedule.

8.2.2.1 The Owner's Project Manager shall review the schematic design to recommend Value Engineering Changes (VEC) to the City. A Value Engineering Change shall include an analysis of the constructability, cost, quality and schedule impact. The Designer will be responsible for a

thorough review and recommendation on the technical merit of any VEC.

8.2.2.2 The Owner's Project Manager shall lead design coordination meeting between the Designer and the City to provide for review and discussion of design/engineering related issues. The Owner's Project Manager shall provide technical assistance to the City.

8.2.2.3 The Owner's Project Manager shall assist in the implementation of additional site evaluation and testing as required by the Designer, including, but not necessarily limited to, site surveys, wetlands evaluation, environmental evaluations, hazardous materials evaluation, subsurface testing (percolation tests, test pits, borings, etc.), destructive testing and other investigative work in the case of renovation projects.

8.2.2.4 The Owner's Project Manager shall monitor the status of the Designer contract including monitoring the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the City when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the City are not being fulfilled.

8.2.2.5 The Owner's Project Manager shall meet with the City, Designer and other project participants as necessary.

8.2.2.6 The Owner's Project Manager shall assist the City with the completion of grant applications for funding for the study of green design strategies and assist by identifying green strategies, as appropriate, for study during this phase.

8.3 Change Order and Claims Administration

The Owner's Project Manager shall review and coordinate its review with the Designer and make specific document and processing recommendations to the City, consistent with the General Laws and the construction contract documents, which minimize change order and claims processing costs and time. Services provided by the Owner's Project Manager shall include:

8.3.1 Change Order Administration

8.3.1.1 Review all Contractor proposals for change orders and supporting schedules for time extension requests. For change orders in excess of \$100,000, prepare independent cost estimate analysis with associated schedule impact.

8.3.1.2 Initiate, conduct, and document negotiations through a memorandum of negotiations with the Contractor.

8.3.1.3 For all change order requests by the Contractor, make recommendations to the City for acceptance or rejection.

8.3.1.4 Prepare and finalize any documentation required for processing change orders including documentation to support or reject the change.

8.3.1.5 Maintain a status report system for logging and tracking change orders, claims, and disputes to resolution. At a minimum, monthly reports shall include contract number, description of change order or claim, reason for change, date initiated, magnitude of estimated cost, actions required (identification of action parties and response dates) and status. This report shall be included in the Monthly Progress Report.

8.3.2 Claims and Disputes Management

8.3.2.1 Implement a claims management procedure consistent with the construction contract documents.

8.3.2.2 Analyze Contractor claims and propose recommendations to the Owner in support of the City's obligations under the claims article of the construction contract documents. Prepare responsive positions in coordination with the City, and obtain appropriate input from the Designer and/or Contractor.

8.3.2.3 In the event that a dispute arises between the Contractor, and/or any Subcontractors, and/or the Designer, including, but not necessarily limited to, disputes regarding the performance, quality, acceptability, fitness and rate of progress of the Project or the requirements of the Designer's contract or the Contractors' construction contract(s), the Owner's Project Manager shall report any such claims, disputes or other matters in question relating to the performance by the Contractor, Subcontractor, Designer or vendor to the City in writing as soon as reasonably possible.

8.3.2.4 The Owner's Project Manager shall take all reasonable efforts designed to resolve any such claims, disputes, or other matters in question.

8.4 Construction Documents

8.4.1 The Owner's Project Manager shall review the construction documents for quality, cost, and schedule improvements, conciseness and clarity. The Owner's Project Manager shall:

- a. Review Designer's cost estimate pursuant to Section 8.1.6 of this Contract, (One estimate during Task 8.4)
- b. Provide advice, consultation and guidance to the City relative to value engineering recommendations.
- c. Work with the City and Designer to update the construction budget and

schedule.

- 8.4.2 The Owner's Project Manager shall provide advice, consultation and guidance to the City and the Designer relative to general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
- 8.4.3 The Owner's Project Manager shall monitor and coordinate the schedule, technical accuracy, efficiency, coordination, and constructability of the Project and cost-effectiveness of all designs, drawings, reports, estimates and other work furnished by the Designer. The review of the construction documents shall include constructability, operability and bid-ability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification.
- 8.4.4 The Owner's Project Manager's review of the construction documents shall also include, but not be limited to, any concerns of the Owner's Project Manager and/or the City relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.
- 8.4.5 The Owner's Project Manager shall coordinate the timely review of the construction documents by the Commissioning Consultant, if any, to determine that plans and specifications include the recommendations made in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.
- 8.4.6 The Owner's Project Manager shall monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendations to the City when, in the opinion of the Owner's Project Manager, requirements of the Designer's contract with the City are not being fulfilled.

8.5 Bidding Phase

- 8.5.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer in the advertisement, distribution of bidding documents and solicitation of public bids in accordance with M.G.L. c. 149 §§44A through 44J and other public construction-related statutes. The Owner's Project Manager shall:
- a. Administer general contractor and subcontractor prequalification requirements pursuant to M.G.L. c. 149 § 44D½ and § 44D¾ as applicable, including participation as a member of the Owner's Prequalification Committee.
 - b. Attend, and assist the City with, all pre-bid conferences and meetings and, assist, if directed by the City.
 - c. Attend, and assist the City with, all sub-bid and general bid openings and,

assist, if directed by the City.

- d. Review all sub-bids and general bids in conjunction with Designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price. Provide technical guidance to the City relative to its acceptance of bids and determination of bidder responsibility.
- e. Review alternates and make written recommendations as to their acceptance.
- f. If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, the Owner's Project Manager shall consult with the Designer and make recommendations to the City in regard to maintaining the Project Budget which may include, consistent with Massachusetts public construction laws, reviewing and recommending acceptance of alternates, re-bidding or seeking additional funding from the City.

8.5.2 The Owner's Project Manager shall make recommendations to the City relative to the award of a construction contract.

8.5.3 The Owner's Project Manager shall assist the City in the preparation and execution of the Owner-Contractor Agreement and shall obtain from the Contractor performance and payment bonds, insurance certificates, and all other documents and certificates required for contract execution.

8.5.4 The Owner's Project Manager shall assist the City and the Designer in preparing and sending the Notice to Proceed to the Contractor.

8.5.5 The Owner's Project Manager shall provide the Contractor, Designer, and City with required copies of executed construction contract documents.

Construction Phase

8.6 Construction

The Owner's Project Manager shall provide for each of the following activities, from Notice to Proceed of the construction contract to contract close-out for each Project.

8.6.1 The Owner's Project Manager shall monitor the Designer's administration of the Owner-Contractor Agreement including the processing of submittals, issuance of timely decisions and directives and consultant's or sub-consultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

8.6.2 The Owner's Project Manager shall provide an on-site Project Representative.

8.6.2.1 The Project Representative shall be subject to the approval of the City and the City reserves the right to require the Owner's Project Manager to replace the Project Representative at any time during the course of the Project.

- 8.6.2.2 The Project Representative shall have at least five years' experience in on-site supervision of projects similar in size and complexity to the Project.
- 8.6.2.3 Unless otherwise directed, the Project Representative shall be present at all times when the Contractor is conducting operations at the site starting from issuance by the Owner of a Notice to Proceed to the Contractor and continuing until substantial use or substantial completion as determined by the City and thereafter on an, as needed basis, until issuance to the Contractor of a Certificate of Final Completion by the City.
- 8.6.3 The Owner's Project Manager shall review the Contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The Owner's Project Manager shall submit recommendations for the Contractor's schedule of values to the Owner within forty-five days of the Owner's Notice to Proceed to the Contractor.
- 8.6.4 The Owner's Project Manager shall review the Contractor's submitted baseline schedule. The Owner's Project Manager shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The Owner's Project Manager shall evaluate the Contractor's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.
- 8.6.5 The Owner's Project Manager shall provide daily observation and monitoring of construction activities such that all shifts and work activities are observed and documented. Responsibilities shall include:
- 8.6.5.1 The Owner's Project Manager shall keep a daily log containing a record of weather, the Contractor's work on site, number of workers, visitors to the site, safety status of the Project, equipment and equipment utilization, material and equipment deliveries, non-compliance with safety procedures and issuance of any safety violation notifications, accidents, general description of work performed and quality of work, visits of code enforcement officials and any resulting reports or orders, verbal instruction to interpretations given to the Contractor, pay items, and any observed delays, deficiencies and field problems.
- 8.6.5.2 The Owner's Project Manager shall prepare weekly progress reports for submittal to the Designer and the City that summarize the progress achieved, provide a concise description of problems and include a copy of the daily log.
- 8.6.5.3 The Owner's Project Manager shall assist the Designer in determining if construction and construction related activities are performed in accordance with plans and specifications and the approved shop drawings and are consistent with Massachusetts public construction laws.

- 8.6.5.4 The Owner's Project Manager shall monitor on a daily basis Time and Materials work on change orders for less than \$50,000, including work installed, volume measurements, time sheets, crew sizes and mixes, and equipment utilized.
- 8.6.5.5 The Owner's Project Manager shall evaluate actual quantities and classification of Unit Price work performed by Contractors.
- 8.6.5.6 The Owner's Project Manager shall evaluate field problems, using the proper channels for solution and communication of the information to the Designer and the City.
- 8.6.5.7 The Owner's Project Manager shall coordinate and track requests for clarification on drawings/specifications design changes and proposed change orders.
- 8.6.5.8 The Owner's Project Manager shall prepare responses to Contractor correspondence for the City.
- 8.6.5.9 The Owner's Project Manager shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.
- 8.6.5.10 The Owner's Project Manager shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings, product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.
- 8.6.5.11 The Owner's Project Manager shall monitor the Contractor's compliance with federal Davis Bacon prevailing wage requirements and Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§26 to 27H, inclusive including assisting the City in cataloging and filing payroll affidavits.
- 8.6.5.12 The Owner's Project Manager shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The Owner's Project Manager shall maintain a descriptive log and captioning of the photographs on CD.
- 8.6.6 The Owner's Project Manager shall monitor the Contractor's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the City when, in the opinion of the Owner's Project Manager, requirements of the Contractor in the Owner-

Contractor Agreement are not being fulfilled.

8.6.7 The Owner's Project Manager shall schedule, conduct and prepare minutes of weekly job meetings on progress, coordination and problem resolution and negotiations. The Owner's Project Manager shall prepare and submit minutes to the City within three business days of the meeting.

8.6.8 Intentionally omitted.

8.6.9 The Owner's Project Manager shall monitor, review and analyze proposed change orders, and claims recommending appropriate action and resolution to the City in accordance with Article 8.1.4.

8.6.10 The Owner's Project Manager shall review and coordinate its review with the Designer to recommend approval of the General Contractor's monthly payment requisitions. The Owner's Project Manager shall review the Designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.

8.6.11 Intentionally omitted.

8.6.12 The Owner's Project Manager shall verify substantial completion of work; assist the Designer in the Designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The Owner's Project Manager shall coordinate the detailed punch list with the Designer, including a subsequent walk-through with the Designer and the Authority's Commissioning Consultant.

The Owner's Project Manager and the Designer shall then coordinate a walk-through with the City to finalize the punch list. The Owner's Project Manager shall then be responsible for tracking and confirming the completion of the punch list items.

8.7 Completion Phase

8.7.1 The Owner's Project Manager shall monitor the activities and responsibilities of the Designer and the Contractor in the close-out and commissioning of the Project.

8.7.2 The Owner's Project Manager shall assist in securing and reviewing and recommending approval of all project completion forms and documentation necessary for occupancy and full operation of the facility including, but not necessarily limited to, inspection certificates of local building authorities, Certificate of Substantial Completion, Certificate of Final Completion, Occupancy Permit, shop drawings, as-built drawings, operations and maintenance manuals, warranties, guarantees and any and all documentation as required by the contract documents.

8.7.3 The Owner's Project Manager shall assist the City in completing the written

evaluation of the Designer(s) pursuant to M.G. L. c. 7 § 38E and prepare, sign and provide to the City for its signature the written evaluation of the Contractor(s) and Trade Subcontractors pursuant to M.G.L. c. 149 § 44D.

ARTICLE 9: EXTRA SERVICES

9.1 General

9.1.1 Extra Services are those services requested by the City to be performed by the Owner's Project Manager but which are additional (or "extra") to the services performed as Basic Services. Such services are not included in the Fee for Basic Services and shall be invoiced and paid for separately. Extra services shall not be deemed authorized until a written Approval is received from the City.

9.1.2 The proposed cost, scope and schedule of all Extra Services shall be presented to and approved by the City in writing prior to the performance of any Extra Services.

9.1.3 Cost proposals for Extra Services shall be computed in accordance with the Hourly Rate Schedule established in Attachment A.

9.2 Unless specifically prohibited elsewhere and with the prior written Approval of the City, the Owner's Project Manager shall perform any of the following services as Extra Services:

9.2.1 Preparing special studies, reports, or applications at the written direction of the City, other than those specifically required herein as part of Basic Services;

9.2.2 Assisting in the appeals process of permitting boards or commissions;

9.2.3 Rebidding, re-solicitation, or re-advertising for bids, proposals, or qualifications unless made necessary by the fault of the Owner's Project Manager, in which events such rebidding shall be deemed part of Basic Services, and subject to the limitation in Article 7.2;

9.2.4 Furnishing services in connection with a bid protest filed in court or with the Office of the Attorney General, provided such activities did not arise due to the fault of the Owner's Project Manager;

9.2.5 Furnishing services in excess of Basic Services made necessary by the termination of the General Contractor;

9.2.6 Providing consultation with respect to replacement of work damaged by fire or other casualty during construction;

9.2.7 Assisting the City in litigation, claims resolution or non-binding mediation arising out of the Designer contract or the construction contract, provided such litigation or claims did not arise due to the fault of the Owner's Project Manager; and

9.2.8 Providing other services requested by the City that are not included as Basic Services pursuant to this Contract.

9.3 Invoices for Extra Services shall be accompanied by a complete breakdown listing the name, payroll title, date, number of hours by day, hourly rate and extended amount, per specified task of Extra Services performed. Hourly rates shall be in accordance with the Hourly Rate Schedule in Attachment A.

ARTICLE 10: REIMBURSABLE EXPENSES

10.1 For coordination and responsibility for the work described in the following paragraphs 10.1.1 and 10.1.2, the Owner's Project Manager shall be reimbursed its actual costs and those of its Sub-consultants, supported by invoices or receipts, plus 10%. The following are reimbursable expenses:

10.1.1 Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the City; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings.

10.1.2 Any other specially authorized reimbursement deemed essential by the City, in the City's sole discretion, in writing.

10.2 Non-Reimbursable Items: The City shall not reimburse the Owner's Project Manager or its Sub-consultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

10.3 The Owner's Project Manager shall not be entitled to compensation under this Article for the services of Sub-consultants hired to perform Basic Services under this Contract. If a Sub-consultant hired to perform Basic Services performs Extra Services approved by the City, compensation for such Extra Services shall be made under Article 9.

ARTICLE 11: RELEASE AND DISCHARGE

11.1 The acceptance by the Owner's Project Manager of the last payment under the provisions of Article 7 or Article 12 in the event of termination of the Contract, shall in each instance, operate as and be a release to the City and their employees and agents, from all claims of the Owner's Project Manager and its Sub-consultants for payment for services performed and/or furnished, except for those written claims submitted by the Owner's Project Manager to the City with, or prior to, the last invoice.

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

The Owner's Project Manager shall not assign or transfer any part of its services or obligations under this Contract (other than as specified in Article 5), without the prior written approval of the City. Likewise, any successor to the Owner's Project Manager must first be approved by the City before performing any services under this Contract. Such written consent shall not in any way relieve the Owner's Project Manager or its assignee from its responsibilities under this Contract.

12.2 Suspension

The City may, at any time, upon seven (7) days written notice to the Owner's Project Manager, suspend this Contract. If the City provides such written notice, the Owner's Project Manager shall be compensated for work satisfactorily performed in accordance with the Contract terms prior to the effective date of such suspension for which invoices have been properly submitted.

12.3 Termination

By written notice to the Owner's Project Manager, the City may terminate this Contract at any time with or without cause. If such termination shall occur through no fault of the Owner's Project Manager, all compensation and reimbursement due to the Owner's Project Manager in accordance with the Contract terms, for work satisfactorily performed up to the date of termination, including proportionate payment for portions of the work started but incomplete at the time of termination, shall be paid to the Owner's Project Manager, provided no payment shall be made for work not yet performed or for anticipated profit on unperformed work. If such termination is for cause then no further payment shall be due to the Owner's Project Manager beyond the date of termination.

ARTICLE 13: NOTICES

13.1 Any notice required to be given by the City to the Owner's Project Manager, or by the Owner's Project Manager to the City, shall be deemed to have been so given, whether or not received, if mailed by certified or registered mail to the Owner's Project Manager or the City at the addresses indicated on page one.

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

14.1 With respect to professional services rendered by Owner's Project Manager, to the fullest extent permitted by law, Owner's Project Manager shall defend, indemnify and hold harmless the City, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the City to the extent caused by the negligence of or the breach of any of the provisions of this Contract by the Owner's Project Manager, a person employed by the Owner's Project Manager, or any of its Sub-consultants.

14.2 For all other claims, to the fullest extent permitted by law, Owner's Project Manager shall

defend, indemnify and hold harmless the City, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the City arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property caused by an act or omission of the Owner's Project Manager, a person employed by the Owner's Project Manager, or any person or Sub-consultants for whom the Owner's Property Manager is responsible under this Contract.

- 14.3 The indemnification obligation in this Article shall be in addition to, and not a limitation of, any other rights and remedies available to the City under this Contract or at law.

ARTICLE 15: INSURANCE

- 15.1 The Owner's Project Manager shall obtain and maintain at its sole expense all insurance required by law and as may be required by the City under the terms of this Contract. The insurance required hereunder shall be provided at the sole expense of the Owner's Project Manager or its Sub-consultant, as the case may be, and shall be in full force and effect for the full term of this Contract between the City and the Owner's Project Manager or for such longer period as otherwise required under this Contract.
- 15.2 All policies shall be issued by companies lawfully authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts with a financial strength rating of "A" or better as assigned by A.M. Best Company, or an equivalent rating assigned by a similar rating agency acceptable to the City.
- 15.3 The Owner's Project Manager and its sub-consultants, shall submit to the City original certificates of insurance evidencing the coverage required hereunder, together with evidence that all premiums for such insurance have been fully paid simultaneously with the execution of this Contract. Certificates shall show each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. The Owner's Project Manager shall submit updated certificates to the City prior to the expiration of any of the policies referenced in the certificates so that the City shall at all times possess certificates indicating current coverage. Failure by the Owner's Project Manager to obtain and maintain the insurance required by this Section, to obtain all policy renewals, or to provide the respective insurance certificates as required shall constitute a material breach of the Contract and shall be just cause for termination of the services of the Owner's Project Manager under this Contract.
- 15.4 Termination, cancellation, or material modification of any insurance required by this Contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

15.5 The Owner's Project Manager shall require by contractual obligation, and shall ensure by the exercise of due diligence, that any Sub-consultant hired in connection with the services to be provided under this Contract shall obtain and maintain all insurance required by law and as may be required by the City under the terms of this Contract.

15.6 The Owner's Project Manager or its Sub-consultant, as the case may be, is responsible for the payment of any and all deductibles under all of the insurance required by this Contract. The City shall not be responsible for the payment of deductibles, self-insured retentions or any portion thereof.

15.7 Workers' Compensation, Commercial General Liability, Automobile Liability, and Valuable Papers

The Owner's Project Manager shall purchase and maintain at its own expense during the life of this Contract, or such other time period as provided herein, the following types and amounts of insurance, at a minimum:

15.7.1 Workers' Compensation Insurance in accordance with MGL c152. The policy shall be endorsed to waive the insurer's rights of subrogation against the City.

15.7.2 Commercial General Liability Insurance (including Premises/Operations; Products/Completed Operations; Contractual; Independent Contractors; Broad Form Property Damage; and Personal Injury) with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. The Owner's Project Manager shall maintain such insurance in full force and effect for a minimum period of one year after final payment and shall continue to provide evidence of such coverage to the City. The City shall be added as an additional insured on this policy. The policy shall be endorsed to waive the insurer's rights of subrogation against the City.

15.7.3 Comprehensive Automobile Liability Insurance (including owned, non-owned and hired vehicles) at limits of not less than:
\$1,000,000 Each Person for Bodily Injury;
\$1,000,000 Each Accident for Bodily Injury; and
\$1,000,000 Each Accident for Property Damage.

15.7.4 Valuable Papers insurance in an amount sufficient to assure the restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Contract or by the Agreement between the City and the Designer in the event of loss or destruction while in the custody of the Owner's Project Manager until the final fee payment is made or all data is turned over to the City, and this coverage shall include coverage for relevant electronic media, including, but not limited to, documents stored in computer-aided design drafting (CADD) systems.

15.8 Professional Liability

The Owner's Project Manager shall maintain professional liability insurance covering

errors and omissions and negligent acts of the Owner's Project Manager and of any person or entity for whose performance the Owner's Project Manager is legally liable at all times while services are being performed under this Contract. Certificates of professional liability insurance evidencing such coverage shall be provided to the City on or before the effective date of this Contract and for a period of at least six years after the earlier of: (1) the date of official acceptance of the completed Project by the City; (2) the date of the opening of the Project to public use; (3) the date of the acceptance by the general contractor of a final pay estimate prepared by the City pursuant to M.G.L. chapter 30; or (4) the date of substantial completion of the Construction Contract and the taking of possession of the Project for occupancy by the City. The certificates shall indicate a retroactive date that is no later than the effective date of this Contract and a limit of not less than \$1,000,000.

In the event that the City terminates this Contract at or before the completion of the Feasibility Study/Schematic Design Phase “without cause” as provided in Article 12.3.1; or the Contract term ends pursuant to its own provisions at the completion of the Feasibility Study/Schematic Design Phase and the Contract is not amended to authorize the Owner’s Project Manager to perform services for subsequent design phases, Construction Phases and/or Completion Phase; or the City otherwise elects not to proceed with the Project beyond the Feasibility Study/Schematic Design Phase, either because the City lacks sufficient funding for the Project or for any other reason, the City may, amend this Article 15.8.

15.9 Liability of the Owner’s Project Manager

Insufficient insurance shall not release the Owner’s Project Manager from any liability for breach of its obligations under this Contract. Without limitation, the Owner’s Project Manager shall bear the risk of any loss if its’ valuable papers insurance coverage is insufficient to cover the loss of any work product covered by this Contract.

ARTICLE 16: OWNERSHIP OF DOCUMENTS

16.1 Unless provided otherwise by law, ownership and possession of all information, data, reports, studies, designs, drawings, specifications, materials, documents, models, and any other documentation, product or tangible materials authored or prepared, in whole or in part, or purchased, obtained, created by the Owner’s Project Manager pursuant to this Contract (collectively, the “Materials”), other than the Owner’s Project Manager’s administrative communications, records, and files relating to this Contract, shall be the sole property of, and shall vest in, the City as “works made for hire” or otherwise. The City will own the exclusive rights, worldwide and royalty-free, to and in all Materials prepared and produced by the Owner’s Project Manager pursuant to this Contract, including, but not limited to, United States and International patents, copyrights, trade secrets, know-how and any other intellectual property rights, and the City shall have the exclusive, unlimited and unrestricted right, worldwide and royalty-free, to publish, reproduce, distribute, transmit and publicly display all Materials prepared by the Owner’s Project Manager. At the completion or termination of the Owner’s Project Manager’s services, all original Materials shall be promptly turned over to the City.

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

- 17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:
- 17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and
 - 17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.
- 17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Sub-consultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Sub-consultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .
- 17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- 17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the City, unless approved by the State Ethics Commission.
- 17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual

orientation, age, ancestry, disability, marital status, veteran status, membership in the armed forces, presence of children, or political beliefs. The Owner's Project Manager shall comply with all provisions of Title VI of the Civil Rights Act of 1964 and M.G.L c.151B.

- 17.6 Certification of Non-Collusion: The Owner's Project Manager certifies under penalties of perjury that its proposal has been made in and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- 17.7 Governing Law: This Contract shall be governed by the laws of the Commonwealth of Massachusetts.
- 17.8 Venue: Any suit by either party arising under this Contract shall be brought only in a court of competent jurisdiction in the county where the Project is located. The parties hereto waive any argument that this venue is improper or that the forum is inconvenient.

Signature Page Follows

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

CITY OF SOMERVILLE

I hereby certify that the total contract amount is \$_____ and that an unencumbered _____ balance of \$_____ is available for the first fiscal year of this contract. I further certify that a sum of \$_____ 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.

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Robert T. King, PE
Director, Capital Projects & Planning

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

X_____
Signature of Authorized Agent of Vendor

Printed Name of Authorized Agent of Vendor

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

Tax ID #

FOR CORPORATIONS ONLY:

Clerk's Signature

Print or Type Clerk's Name

ATTACHMENT A

PAYMENT SCHEDULE

In consideration of Owner's Project Manager's delivery of Basic Services, the City shall pay the Owner's Project Manager on an hourly basis, up to a total fee that shall not exceed \$[insert total fee amount]. The \$[insert total fee amount] fee is a cap for Basic Services related to this Contract, and the actual amount paid by the City for Basic Services required during the duration of this Contract may be an amount less than \$[insert total fee amount]. The Owner's Project Manager shall invoice the City based on hours worked pursuant to this Contract, according to the hourly rates below and the schedule set forth below. During the course of this Contract, the rates in effect shall not be increased above those delineated in the following table:

Hourly Rate Schedule

<u>Title</u>	<u>Rate/Hour</u>
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The Owner's Project Manager shall perform the Services in accordance with the following Schedule:

<u>Project Phase/Item of Work</u>	<u>Not-to-Exceed Fee</u>	<u>Completion Date</u>
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Feasibility Study/Schematic Design Phase

Design Development/Construction

Document/Bidding Phase

Construction Phase/Final Completion

Extra Services
(Identify by Category)

Reimbursable Services (Identify by
Category)

Independent Cost Estimates (included in base fee)

Task 8.2.2	\$X/per estimate	N/A
Task 8.4.2	\$X/per estimate	N/A

ATTACHMENT B

PROCUREMENT DOCUMENTATION

Public Notice

Request for Qualifications (RFQ)

Non-Price Proposal

- Required Forms
- Sub-consultants

