

REQUEST FOR QUALIFICATIONS (RFQ)
DESIGN AND CONSTRUCTION ADMINISTRATION
SERVICES
WEST BRANCH LIBRARY
40 COLLEGE AVENUE

RFQ #15-05



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:
JULY 30, 2014
DUE BY:
AUGUST 21, 2014 – 11:00 A.M. EST

DELIVER TO:

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

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**DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
WEST BRANCH LIBRARY
RFQ #15-05**

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. Design Approach _____
4. Design Team _____
5. Design Documents and Cost Estimates _____
6. Bidding/Construction Administration Approach _____
7. Bidding/Construction Administration Services _____
8. 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/>

_____ 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
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
WEST BRANCH LIBRARY
40 COLLEGE AVENUE (DAVIS SQUARE)
Bid No. RFQ #15-05**

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

1.1 General

Sealed submissions will be received on or before **11:00AM, on August 21, 2014.**

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 five (5) 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 submission. Such mention of applicant's and/or its sub-applicant's fees will subject the submission to disqualification.

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 **July 30, 2014** 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 August 12, 2014 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

Firms intending on submitting formal qualifications are highly encouraged to attend the **Briefing Session on August 11, 2014 at 11:00 a.m.**

The conference will be conducted at **40 College Avenue**. Attendees shall meet at the building entrance promptly at 11:00 a.m.

1.5 Evaluation of Responses

The Mayor, working through the Capital Projects and Planning Department (CPPD) and Purchasing, has established or will establish a designer selection committee (the “Committee”) to review and evaluate design proposals, interview short-listed candidates, and recommend to the Mayor a design firm to undertake the project.

1.6 Bidding Schedule

Key dates for this Invitation for Bid:

RFQ Issued	7/30/2014
Deadline for Submitting Questions to RFQ	8/12/2014 – 12:00 noon
Briefing Session	8/11/2014 – 11:00 a.m.
Responses Due and Opened	8/21/2014 – 11:00 a.m.
Interview of Short-listed Respondents	September 2014
Anticipated Contract Award	Fall 2014
Services Commence	Fall 2014
Contract Completion Date	Anticipated 2016

1.7 Time for Acceptance of Responses to RFQ

The City intends to name a preferred designer and request a price proposal from that designer 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 designer. 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 design firms for the design and construction administration of renovations and modifications to the West Branch Library, located at 40 College Avenue in Somerville, Massachusetts.

A feasibility study dated March, 2014 has been performed by Weston and Sampson Engineering which encompassed: an evaluation of the existing facility, including its relationship to the surrounding neighborhood; scoping sessions with users, management and staff; the physical and programmatic limitations of the structure; and two proposed renovation options along with their associated budget cost estimates. The feasibility study is attached hereto as Appendix A.

Project Phases and 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	TBD
Construction Administration Phase	TBD
Estimated Total Duration (Exclusive of Completion Phase)	TBD weeks

2.2 Specifications and Proposal Requirements

Each design services proposal will contain a table of contents with the following headings and corresponding content:

1. Letter of Introduction
2. Summary of Qualifications
3. Design Approach
4. Design Team
5. Design Documents and Cost Estimates
6. Bidding/Construction Administration Approach
7. Bidding/Construction Administration Services
8. Project Closeout Services
9. Standard Designer Application Form

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 applicant must certify in the Letter of Introduction that it meets the following minimum requirements.
 - a) Be a qualified Designer within the meaning of M.G.L. Chapter 7C, Section 44, employing a Massachusetts registered architect responsible for and being in control of the services to be provided pursuant to the Contract.
 - b) 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. The Designer must agree to contract with minority and women-owned businesses as certified by the Supplier Diversity Office, and at the required participation levels for minority business enterprises and women-owned business enterprises.
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. Include information on the variance between the firm's construction cost estimates and actual bid pricing.
3. **Design 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 design team.
4. **Design Team** – Identify the players of the team (including consultants) for the following categories of work. 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.

Categories of work:

- Engineering – Civil, Structural, Mechanical, Electrical;
- Architecture;
- Landscape Architecture;
- Cost Estimating;
- Geotechnical;
- Industrial Hygiene;
- Code Consulting;
- Sustainable/Green Design/Renewable Energy Consulting;
- Building Commissioning

- Other (as proposed by applicant)

5. Design Documents and Cost Estimates – Discuss how the firm will develop a comprehensive and sustainable program for the building, and how it will be incorporated into cost estimates and bid documents that are accurate, complete and well-coordinated. The selected firm will be responsible for producing two (2) schematic design options and associated budget estimates. Once a preferred option is selected, the design team will produce drawings, specifications and cost estimates in accordance with the milestones outlined above in the outline of project phases. After the City reviews and provides feedback, then a bid-ready set of construction documents and a final cost estimate will be produced.

The design firm will also include four (4) two-hour scoping meetings with user groups and the preparation and distribution of meeting minutes. The designer will produce twelve (12) printed sets of construction documents in addition to an electronic version.

6. Bidding and Construction Administration Approach – Explain how the firm will maintain and will protect the City's interests through these phases of the project.

7. Bidding and Construction Administration Services – Discuss your Design Team's approach to this phase of the work. The City's expectations of the designer in this role are outlined as follows. In addition to attending a pre-bid site meeting and preparing any addenda in coordination with Purchasing and Capital Projects Department, the designer should assume an eleven (11) month construction schedule with attendance at weekly site-based job meetings. The design firm will be responsible for preparation and distribution of meeting minutes. Additionally, the designer will review and process RFI's, submittals, shop drawings and potential change orders, and will create a log of each, updating them weekly. The designer will review payment requisitions and will prepare any change orders.

8. Project Closeout Services – Discuss respondent's approach to project closeout services. The City's expectations on this project include: 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.

9. 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/14-5-12-dsb-application-form.pdf>

2.3 Selection Criteria

The selection process will include an evaluation procedure based on the criteria identified below.

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.

- Training/educational background appropriate to the project as described in the Request for Qualifications of all project personnel, including professional experience above and beyond the minimum qualifications.
- Depth of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects.
- Identity and qualifications of all project personnel.
- Strength and credibility of client references.
- Demonstrated understanding of the tasks to be performed and products to be created.
- Demonstrated familiarity with buildings of similar construction, period and significance.
- Completeness of submission.
- Current workload and ability to undertake the contract based upon the number and scope of projects for which the consultant is currently under contract.
- Geographical proximity of the consultant to the project site or willingness of the consultant to make site visits.
- Desirability of approach to project, and demonstrated understanding of the community’s historic and cultural resource protection needs.
- Excellence of oral and written communication skills.
- Willingness and availability to participate in community outreach as determined to be necessary by the City.
- Willingness to explore, propose and implement green energy systems and finishes into our project.
- Familiarity with the area.

2.4 Comparative Evaluation Criteria

Comparative Evaluation Criteria will be applied uniformly to all proposals. Each criterion shall be rated as follows:

- 1) “**Unacceptable**” 0 points - submission does not address the elements of this criterion
- 2) “**Not Advantageous**” 1 point - submission does not fully meet the evaluation criterion or leaves a question or issue not fully addressed
- 3) “**Advantageous**” 2 points - submission meets evaluation standard for the criterion
- 4) “**Highly Advantageous**” 3 points - submission excels on the specific criterion, to include:

1: Training/Educational Background

Training/educational background appropriate to the project as described in the Request for Qualifications of all project personnel, including professional experience above and beyond the minimum qualifications

Points	Rating	Description
0	Unacceptable	The proposal indicates evidence of training or educational background in discipline necessary to complete this project of less than a bachelor degree.
1	Not Advantageous	The proposal indicates evidence of training or educational background in discipline necessary to complete this project of only a bachelor degree.
2	Advantageous	The proposal indicates evidence of training or educational background in a discipline necessary to complete this project of a bachelor degree and five or more years actual experience in one or more area of expertise in consulting necessary to complete this project.
3	Highly Advantageous	The proposal indicates evidence of training or educational background in a discipline necessary to complete this project of a masters degree in one or more area of expertise in consulting necessary to complete this project.

2: Experience

Depth of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of all project personnel, including professional experience above and beyond the minimum qualifications outlined in this RFQ.

Points	Rating	Description
0	Unacceptable	The proposal indicates no evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects.
1	Not Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of between one and eight years.
2	Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of between nine and fifteen years.

3	Highly Advantageous	The proposal indicates evidence of experience with similar projects, and prior experience with other historic building preservation/restoration and rehabilitation projects of more than fifteen years.
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3: References

Strength and credibility of client references.

Points	Rating	Description
0	Unacceptable	The proposal indicates no strong and credible client references with contact information.
1	Not Advantageous	The proposal indicates less than five strong and credible client references with contact information.
2	Advantageous	The proposal indicates six to ten strong and credible client references with contact information.
3	Highly Advantageous	The proposal indicates eleven or more strong and credible client references with contact information

4: Qualifications

Professional qualifications of the consultant and all project personnel, including professional experience above and beyond the minimum qualifications outlined in the Request for Qualifications.

Points	Rating	Description
0	Unacceptable	The proposal fails to indicate a well-established firm/applicant, with proximity or availability of staff to complete work. The proposal provides no evidence that the firm/applicant is large enough and diverse enough to expedite all work within the City's schedule.
1	Not Advantageous	The proposal fails to provide either evidence of a well-established firm/applicant, with proximity or availability of staff to complete work. The proposal provides insufficient evidence that the firm/applicant is either large enough or diverse enough to expedite all work within the City's schedule.

2	Advantageous	The proposal provides a history of the firm/applicant, with proximity or availability of staff to complete work. The proposal provides adequate evidence that the firm/applicant is large enough and/or diverse enough to expedite all work within the City's schedule.
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2.5 Selection Process

All proposals will be reviewed and rated by the Designer Selection Committee ("the Committee"). The Committee will rate and rank all candidates and make a recommendation to the Mayor to enter negotiations with highest ranked firm.

Prior to its recommendation to the Mayor, the Committee may choose to select a minimum of three (3) applicants to be interviewed ("the short list"). 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.

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 designer 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 City shall request a fee proposal from the most highly ranked designer remaining on the list and begin contract negotiations. If the City is unable to negotiate a satisfactory fee with the first-ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in order in which they were ranked by the Committee until agreement is reached. In no event may a fee be negotiated that is higher than the maximum not-to-exceed fee established prior to selection of finalists. If the City 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 design 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 7/1/2014 "Living Wage" shall be deemed to be an hourly wage of no less than \$12.05 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. 06/10/14

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 **7/1/2014** is **\$12.05** 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



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



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: www.sec.state.ma.us/corp/certificates/certificate_request.asp

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. GENERAL LIABILITY - Comprehensive Form

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

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

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:
"CITY OF SOMERVILLE" as a certificate holder and as an additional insured for general liability only along with a description of operation in the space provided on the certificate.

Certificate Should Be Made Out To:

**City Of Somerville
Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

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



CERTIFICATE OF LIABILITY INSURANCE

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:		FAX (A/C, No):	
	PHONE (A/C, No, Ext):			
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 <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (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

CERTIFICATES SHOULD BE MADE OUT TO:

CITY OF SOMERVILLE
PURCHASING DEPARTMENT
93 HIGHLAND AVE
SOMERVILLE, MA 02143

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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.

APPENDICES

APPENDIX A: SOMERVILLE PUBLIC LIBRARY WEST BRANCH FEASIBILITY STUDY

APPENDIX B
STANDARD DESIGNER APPLICATION FORM

APPENDIX C
CITY OF SOMERVILLE DESIGN SERVICES CONTRACT FOR PUBLIC
CONSTRUCTION PROJECTS



Weston&Sampson®
environmental/infrastructure consultants

85 Devonshire Street, 3rd floor, Boston, MA 02109
tel: 617-412-4480 fax: 617-412-4255

report

Somerville Public Library West Branch Library Feasibility Study

City of Somerville
Department of Capital Projects and Planning
1 Franey Road
Somerville, MA 02145

APRIL 2014

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EXECUTIVE SUMMARY

Weston & Sampson was commissioned by the City of Somerville to conduct a Feasibility Study for the West Branch Library. The following tasks were completed during the study:

1. Site visits to assess the building's existing conditions.
2. Interview with the librarians to assess current operations and program needs. Meeting with the City Planner to collect information relative to zoning requirements, historic preservation and accessibility.
3. Zoning and neighborhood analysis.
4. Program Concept Diagrams indicating building deficiencies and design-programmatic opportunities that will address building repairs, upgrades and accessibility.
5. Schematic layout and cost estimates.

This report details the work completed by our Consultant team.

Weston & Sampson has concluded that despite the anticipated new building for the Central Library, the West Branch Library will continue to attract users, including those within the immediate neighborhood and beyond giving its proximity to Davis Square, a civic center and transportation node. The building, however, cannot hold various public events because it is not accessible to and usable by individuals with disabilities. The building roof is in critical condition and water is actively leaking through the perimeter walls at various locations. In addition, other repairs and modernization work to address located functional, technical and code-related issues are due.

We are of the opinion that constructing a new lobby to provide access to the building through the rear yard, install an elevator, enhance the site's landscape and address repairs and upgrades will cost approximately \$4,000,000. Our assessment of the projected space needs, for an efficient, safe, code compliant West Branch Library is close to 11,000 GSF of building. The existing building is approximately 10,500 GSF. Therefore, we do not envision a substantial addition to the building other than what would be necessary to create an inviting, meaningful and accessible entrance. Also, this over 100-year old building is a Carnegie Library listed in the National Historic Register; therefore building an addition visible from a public way with interventions that detract from the building's historic value are discouraged.

Budget considerations to address building repairs, upgrades and program improvements of the West Branch Library should aim to:

- Preserve the physical integrity of this Carnegie Library and,
- Honor the Library's civic significance and accessibility to the public

Weston & Sampson met with the Library Board of Trustees on February 12, 2014 to review the report. The Trustees expressed interest in exploring additional design alternatives and supported the notion that the project should be discussed with the community. The board considers that neither costs nor previous design studies should not constrain the design process; they would prefer to envision the best library possible and then evaluate cost implications. Their valuable feedback should be taken into account in the design work that may follow this study.

1.0 BUILDING ASSESSMENT

Our understanding of the history and findings of the West Branch Library has been derived from a number of sources. The City of Somerville provided us with various documents that included a limited number of drawings generated for a design study in 2012. During our research, we also held conversations with the librarians and members of the Department of Planning and Capital Projects. We also relied on information available online and the expertise from our design team and their experience working with libraries and other building typologies. All the members of our design team, architects and engineers, visited the building and prepared written reports with their observations.

1.1 History

The Somerville Public Libraries were constructed with the assistance of grants from Andrew Carnegie. The West Branch, completed in 1909, was designed by Maclean and Wright. It is a fine example of Neoclassical architecture of the early 20th century and a civic landmark in the Davis Square area. Constructed of limestone and buff brick, the richly detailed cornice, entry gable with acroteria, corner quoins, and lamps flanking the entrance underscore the high social purpose of the library.

“The West Somerville Branch Library was listed in the State Register of Historic places in 1986 and on the National Register in 1989. In 1989, it was also designated as being located within a historic multiple resource area, Davis Square. The library opened in 1909 and retains integrity of location, design, materials, workmanship, and feeling, as well as associations with Somerville’s municipal building program and extreme growth at the turn of the century.”

“Historically, the library retains local, regional and national associations.....Of national interest is the Library’s association with the philanthropy of Andrew Carnegie, who donated \$25,000 to the library’s construction in 1908. The finished building is a clear example of the “Greek Temples of Learning” design which Carnegie stopped funding shortly after this Library’s erection.”

(Massachusetts Historical Commission inventory)



1.2 Summary of Findings

1.2.1 Architecture

The building has clear references to the architecture of Palladio and is a prime example of the Roman Revival style of the Beaux Arts period. The 3-level structure includes a basement, main floor and upper level.

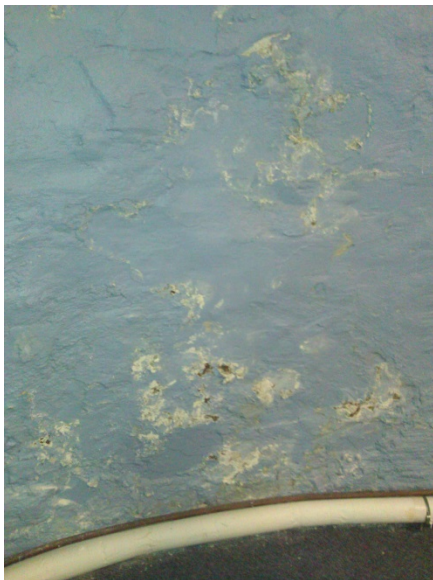
The building exterior walls are generally in good condition and show evidence of the restoration work from 2003. In addition to providing adequate accessibility, there are several other building issues to address. The building roof is in need of immediate attention.

Building Envelope

The building exterior walls are generally sound and water sealed. Mortar is in good condition. The interior finish of the exterior walls, except for areas affected by roof water infiltration primarily in the upper level, show a level of deterioration consistent with a building of this age.

Original wood windows are in decent condition but are not insulated -as expected- and need to be painted.

There is evidence of water infiltration at the interior faces of the foundation walls. Paint is peeling and efflorescence is visible on the surface of the walls.



Roof partially consists of EPDM and partially of fiber glass shingles and appears to be relatively new. There are several problems with the membrane and in several locations the seams are pulling apart. In addition, water is ponding at various locations along the building perimeter. It is possible that the original drains were covered during the installation of the roof membrane and/or the roof drain connection has failed. The roof membrane in some locations is not completely flat and adhered to the subsurface. This condition is most evident on each end below the pediment, where a substantial amount of water collects.

The acroterion appeared to have some repairs on the inside face consisting possible of roof cement placed at its base. This may be indicative of cracks allowing rain water to enter the building.

The failed condition of the roof is evident at various locations throughout the interior walls and ceilings. Once the roof has been repaired, the plaster and inappropriate wood panels on the upper level will need to be removed and the interior face of the walls refinished. This work is needed inside the back stairs as well. Walls and ceilings at different locations in the building need to be patched and painted.



Water infiltration through the basement walls might be due to the grade and walkways being pitched towards the building. This condition is clearly evident on the rear yard, where sand bags are used to control water runoff. Proper drainage and waterproofing measures around the foundation walls are needed. Previously work around the foundation walls was done to address this problem; it is unclear to us what the scope of work was.

Building Layout

The main floor's elegant interior, with high ceiling and large windows allows natural light to enter the building. Three large bay windows and the building *street entrance* are visible from the center of the cruciform main floor; support areas, rear stairs and a reading room frame the large bay window facing the backyard. The main floor accommodates most of the library public uses and a small portion is designated for staff work area. The functionality of the staff area is interfered by old inadequate stairs that connect to the basement. The stairs do not seem to be necessary for the operations of the library. A miniscule kitchenette in poor conditions is located within the staff area. There is no toilet room on the main floor.

The split-level basement houses the children's room, a large mechanical room and the only non-accessible bathroom in the building. The ceiling heights are 7'-9" and 9'-9" +/- with a 24" differential between the two levels. Access to the backyard and front yard is possible, but inadequately, directly from the basement.

The upper level exhibits a rectangular open floor plan with a stage and support closets behind it. Bookstacks and a central reading area are localized at this level. The skylight had been removed, which tremendously downgraded the quality of the space; the upper floor is poorly lit. The ceiling plaster is deteriorated and walls show evidence of water infiltration. This level is not a desirable space and is conducive to inappropriate individual behaviors in the library.

The building does not have a head librarian office, appropriate staff work area nor break room.

There is no an elevator in the building. The rear stairs and front monumental historic stairs are functional but not in compliance with the building code.

Site

The building is located in an urban parcel of regular geometry, surrounded by residential and mixed-use buildings. The Davis Square T stop is less than 500 ft away.

Parking, for staff only, is provided on the rear yard and is barely used. The asphalt driveway deters pedestrians from entering the site. This condition would have to be improved if a new access to the library was located at the rear yard.

The north-east side yard is vegetated and access to the public is not encouraged. The green side yard softens the grounds and creates a buffer with the residential buildings abutting the Library; the homeless population tend to sleep in this area.

The front yard vegetation softens and decisively frames the building's *street entrance*.

Landscape improvements with outdoor public purposes could facilitate access to the site and positively activate the building's grounds.

1.2.2 *Structural*

The structure of the building consists primarily of masonry load bearing walls on the perimeter of the building and timber frame floors. A central continuous masonry wall and two diagonal masonry walls on the back of the basement are presumably load bearing as well. Three columns located on the back central area of the basement carry the building load. A central column is visible in the rear reading area of the main floor.

There are visible cracks and valley formation in the main floor ceiling, which might be caused by water issues. However, further evaluation to determine the structural integrity of the floors is recommended.

The framing of the roof is dry and seems structurally sound. Tie rods have been incorporated to the roof.

1.2.3 *MEP/FP*

There is no sprinkler system currently installed in the building. The size of the building triggers the requirement for such system per current building codes. This requirement might be waived

on the basis of historic preservation and level of intervention proposed to the building; consultation with the Fire Department is advisable.

The water service, sanitary line and natural gas line are located on the east side of the building.

A low pressure steam boiler, located in the basement mechanical room, serves the heating needs of the building. It is equipped with the appropriate water level controls and a dual fuel (gas/oil) burner. Boiler was recently installed and appears to be approximately 5 years old. A 10 gallon tank type electric water heater is located in the basement as well. Water heater contains a 2kw heating element and appears to be approximately 10 years old.

The steam piping distribution system appears to have been installed as part of the original construction of the building. The steam piping is connected to a series of cast iron radiators located throughout the building. A converter is installed to provide a forced hot water heating loop in the basement with inline circulators and wall mounted baseboard radiation serving the Children's reading Room.

There are no central air conditioning systems installed in the building. A/C window units are used during the summer, which compromises library uses and makes the upper floor particularly difficult to use in the summer months. The indoor air quality and level of thermal comfort is poor.

The existing electrical services are sufficiently sized for the building's current use, however, the electrical services would need to be upgraded and replaced with one larger electrical service to support any major building renovation or additions. The building's fire alarm system is an addressable fire alarm control panel and appears to be in good condition. The building has a limited amount of illuminated exit signage and emergency battery units providing egress lighting. Replacing and installing additional emergency battery units and illuminated exit signs is recommended, subject to changes resulting from the design of a new entrance and conditions of existing units.

1.2.4 Hazardous Building Materials Review

Asbestos pipe insulation was present on heating system piping in the basement mechanical room and basement library space, and above the suspended ceiling of the basement restroom. Pipe insulation in the mechanical room was noted to be in a deteriorated friable condition. The basement restroom contains vinyl tile flooring which appears to be of recent installation, however, the flooring and associated mastic should be considered suspect asbestos-containing materials (ACM) for hazardous material survey purposes. Ceilings in the basement are finished with an acoustical or "popcorn" plaster which is suspect ACM. Exterior windows contain glazing that should also be considered suspect ACM.

Caulking noted around exterior windows and along exterior building joints, given the date of installation, should be sampled for PCB analysis prior to removal/disposal under a restoration scenario. Similarly, a window glazing sample should also be analyzed for PCBs. This evaluation most likely would be limited to the area related to the placement of the new entrance and installation of the elevator.

Paint should be field screen/sampled for lead content prior to scraping/removal. In particular, the deteriorating conditions of the interior face of the exterior walls in the upper level will require

scraping/removal of paint and substrate plaster. This paint is suspect lead-based and requires further evaluation.

2.0 CONTEXT AND ZONING ANALYSIS

2.1 Neighborhood

The West Branch Library, located on College Ave, is 500 feet away from the Davis Square T stop.

Davis Square, situated between Tufts University and the Somerville-Cambridge border, is a commercial district and one of Somerville's most vibrant economic and cultural engines. This transit node of public transportation, bike paths and roadways contains many cafes, restaurants, theaters, clothing and shops, as well as office space. The Square hosts several arts-related festivals and public events through the year.. A wide range of housing options for households of different income levels are located in Davis Square and its vicinity. Davis Square is a true urban neighborhood with a diverse population and range of services.

The West Branch serves a wide range of users that reflects the accessibility and diversity of Davis Square.

2.2 Zoning

The West Branch Library is located in a Central Business District (CBD). The primary goal for the CBDs is to *provide environments that are safe for and conducive to a high volume of pedestrian traffic, with a strong connection to retail and pedestrian accessible street level uses*. The Design Guidelines for the CBDs promotes street level activities, related to retail and services occupancies, and buildings that maintain a strong presence on the street.

The zoning by-law indicates that alterations to buildings and uses owned by the City of Somerville over 10,000 GSF require a Special Permit with Site Plan Review. The West Branch Library meets this criteria. The by-law further indicates that any action detrimental to historic structures and their architectural elements shall be discouraged insofar as is practicable.

It is our opinion that building an accessible entrance to the West Branch Library can be achieved within the regulations of the zoning district. Providing an accessible entrance to the building will not be a detriment to the character of and intent of the CBDs. The proposed design scenarios included with this report emphasize pedestrian accessibility throughout the site.

Summary of Zoning Dimensional requirements (Art. 8)				
CBD			Proposed Scenarios	
A.	Minimum lot size (s.f.)	NA		
B.	Minimum lot area/dwelling unit	N/A		
C.	Maximum ground coverage (%)	80	√	13,177 max. sf allowed
D.	Landscaped area, minimum % of lot	10	√	1,647 min. sf allowed
E.	Floor area ratio (F.A.R.)	2.0	√	32,944 max. sf allowed
F.	Maximum height			
	stories/	4	√	unchanged
	feet	50	√	unchanged
G.	Minimum front yards	N/A	unchanged	
H.	Minimum side yards	N/A	unchanged	
I.	Minimum rear yards (ft)	N/A	abutting residential district	
	10 feet, plus 2 feet for each story above ground floor. Max. 1/3 the height of the building where abutting residential districts		√	Meet the requirement
J.	Minimum frontage (ft)	N/A		
K.	Pervious Area, minimum % of lot	N/A	Pervious area increased	

3.0 PROGRAM NEEDS ASSESSMENT

The functional building program was reviewed with branch library staff on 12 November 2013. The discussion included the following essential points:

- a. The present size of the collection and seating counts are generally adequate for library uses. Proportions may change, but there is not a need for significant expansion.
- b. Accessibility is essential to full utilization of the existing building.
- c. The most significant missing element is a multipurpose space that can seat 70-80 people. The existing building has a space on the second floor that was historically used for this purpose, but it is not accessible and presents security issues for use in non-library hours. It also lacks access to any toilet rooms.
- d. Within the collection, there is a trend away from printed reference material towards digital and on-line resources. Likewise, circulating non-print media is an increasing proportion of the materials borrowed by the public.
- e. The Children's Room is not presently accessible. Children's programs must be held at the East Branch or the main library for accessibility, and the level change and bearing wall between levels complicates supervision. Having the only public toilet in the Children's Room represents a security issue.
- f. The existing furniture is at the end of its service life, and the four person tables are not very efficient use of space, since it is rare for more than two people at a time to use them.
- g. Staff work space is lacking, as is a separate office for the Head Librarian of the branch. Work space on the floor is improvised and very public.
- h. The lack of HVAC systems compromises library uses and makes the second floor particularly difficult to use in the summer months.
- i. The Somerville Library system is converting to RFID, which will require new security gates to be factored into the design.

See Appendix A for more details.

4.0 DESIGN STUDY

4.1 Approach

As indicated in section 1.2 and further supported in section 3.0 of this report, there are several building and program deficiencies that need to be corrected and upgraded. Repairs and upgrades are paramount to preserve the physical integrity of the building. The work should be done in conjunction with the mandate of making the library accessible to and usable by people with disabilities.

We support the notion that the new entrance would be located on the back of the property. In order to facilitate the safe movement of pedestrian and (sporadic) vehicular traffic to the rear yard, we propose a substantial landscape intervention throughout the site.

The first design strategy is transforming the driveway leading to the rear parking lot into an alley or shared street that speaks to Davis Square's urban pedestrian environment. The treatment of this new alley is intended to encourage pedestrian traffic while allowing safe vehicular access as well.

We propose that the green side yard, in addition to allowing pedestrian circulation, could be used for reading or other limited passive outdoor recreation. The back yard will then house a new entrance; a destination from the new alley or green side yard. This approach is not intended to undermine the significance of the existing *street entrance*.

In response to our findings and this design approach, we developed two scenarios. Note that the program organization is interchangeable to each scenario. The overall landscape design concept applies to both scenarios.

4.2 Scenario A (See Appendix B, Design Concepts)

This scenario contemplates building a prominent *yard entrance* on the back of the property. The entrance, by means of a set of stairs and lift, leads to the main floor. An elevator is located on the rear corner opposite to the existing rear stairs. In response to the scale of the residential buildings abutting the rear yard, the addition does not exceed the height of the library's main floor. This approach minimizes any impact to the envelope of the historic building.

The rear façade of the historic building will be visible through the new transparent yard entrance. A lobby at grade level welcomes the public and the historic facade can be experienced from inside this new public space. Likewise a mezzanine coming out of the reading room overlooks the new entrance.

The interior layout of the library and overall program organization remain substantially the same. The split levels in the basement are addressed with a ramp and by raising the main portion of the children's room. Additional and accessible toilets as well as staff work area are provided.

The proposed *yard entrance* is approximately 650 GSF.

4.3 Scenario B (See Appendix B, Design Concepts)

This scenario contemplates building a vestibule on the rear corner of the building opposite to the existing stairs. The entrance, by means of a set of stairs and lift, leads to the main floor and an adjacent elevator. This layout combines the possibility to accessing the elevator directly from a vestibule at grade level without entering the building. This concept would address the use of the multipurpose room during off hours. In response to the scale of the residential buildings abutting the rear yard, the addition does not exceed the height of the library's main floor. This approach minimizes any impact to the envelope of the historic building.

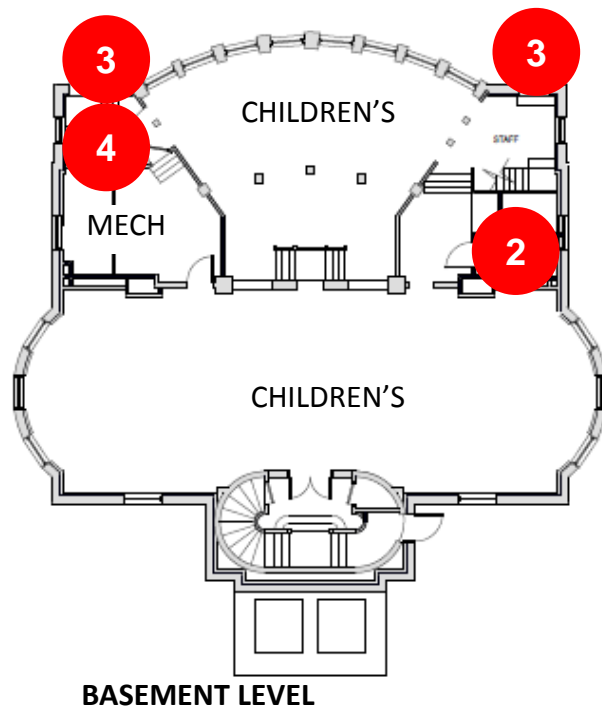
The layout and program of the main floor remain substantially the same. The children's room is now located in the upper floor, while the multipurpose room is located in the basement. The split levels in the basement are addressed with a ramp and by raising a bookstack area. The multipurpose room is located at the lowest level of the basement. Additional and accessible toilets as well as staff work area are provided.

The proposed vestibule is approximately 250 GSF.

4.4 Cost Estimates

Construction costs and associated architectural and engineering services for scenarios A and B are around \$4,000,000.

See Appendix D for more details.

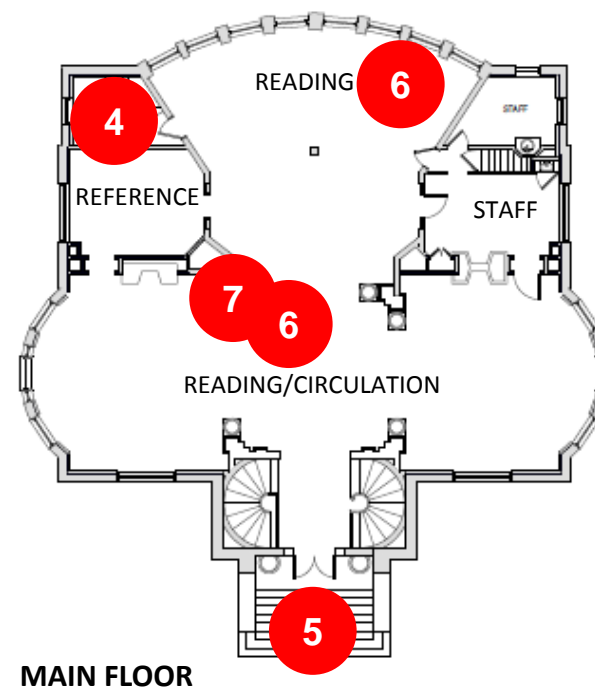


BASEMENT LEVEL

1. Water infiltration at interior faces of foundation walls. Paint is peeling and efflorescence is visible.
2. (1) Unisex not accessible bathroom serving the entire building
3. Egress does not meet code
4. Stairs do not meet code

MAIN FLOOR

5. Main entrance is not accessible
6. Evidence of water infiltration on ceiling at various locations
7. Missing portion of architrave and capitol of interior decorative columns
8. Exterior mortar and brick appear to be in good condition
9. Wood windows (some original) are not insulated and need to be painted

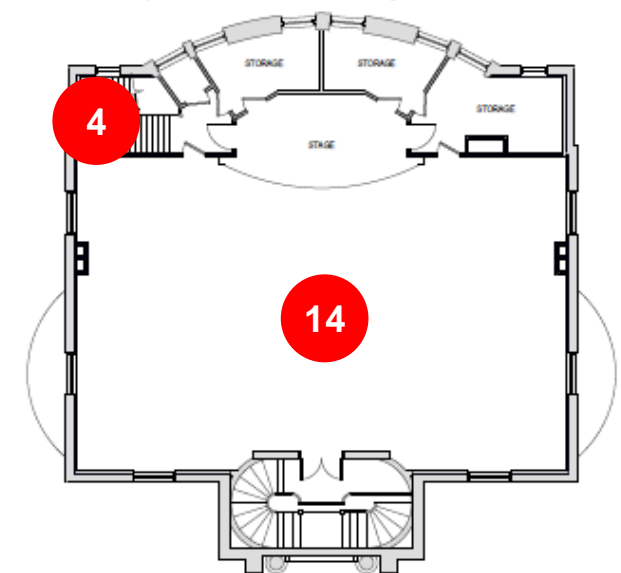


UPPER FLOOR

10. Water infiltration throughout the Upper Floor
11. Ceiling: Plaster is cracked and paint is peeling on entire ceiling
12. Walls: Damaged plaster at various location; Wood/laminated panels coming off; Plaster is missing at certain locations and metal lath is rotted.
13. Floor does not appear to be level and is very squeaky.
14. **ROOF:**
 - Combination of EPDM and fiber glass (or asphalt) shingles
 - Seams pulling apart
 - Roof membrane not completely flat at various locations
 - Water ponding along the building perimeter
 - Drains missing or not connect to the roof
 - Roof ornaments base show sign of water infiltration

WEST BRANCH

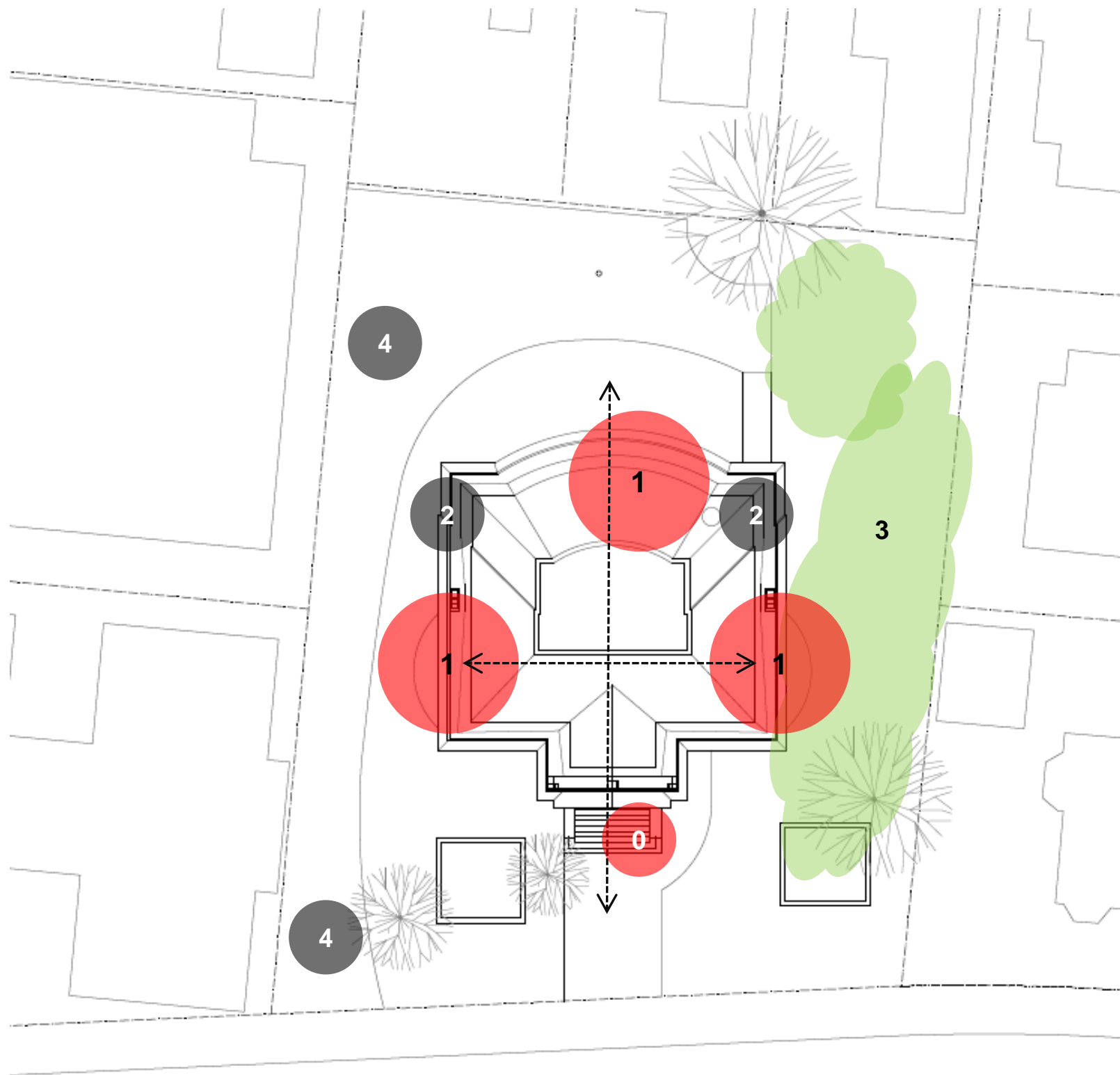
Summary of Building Assessment



General Building Issues & Observations

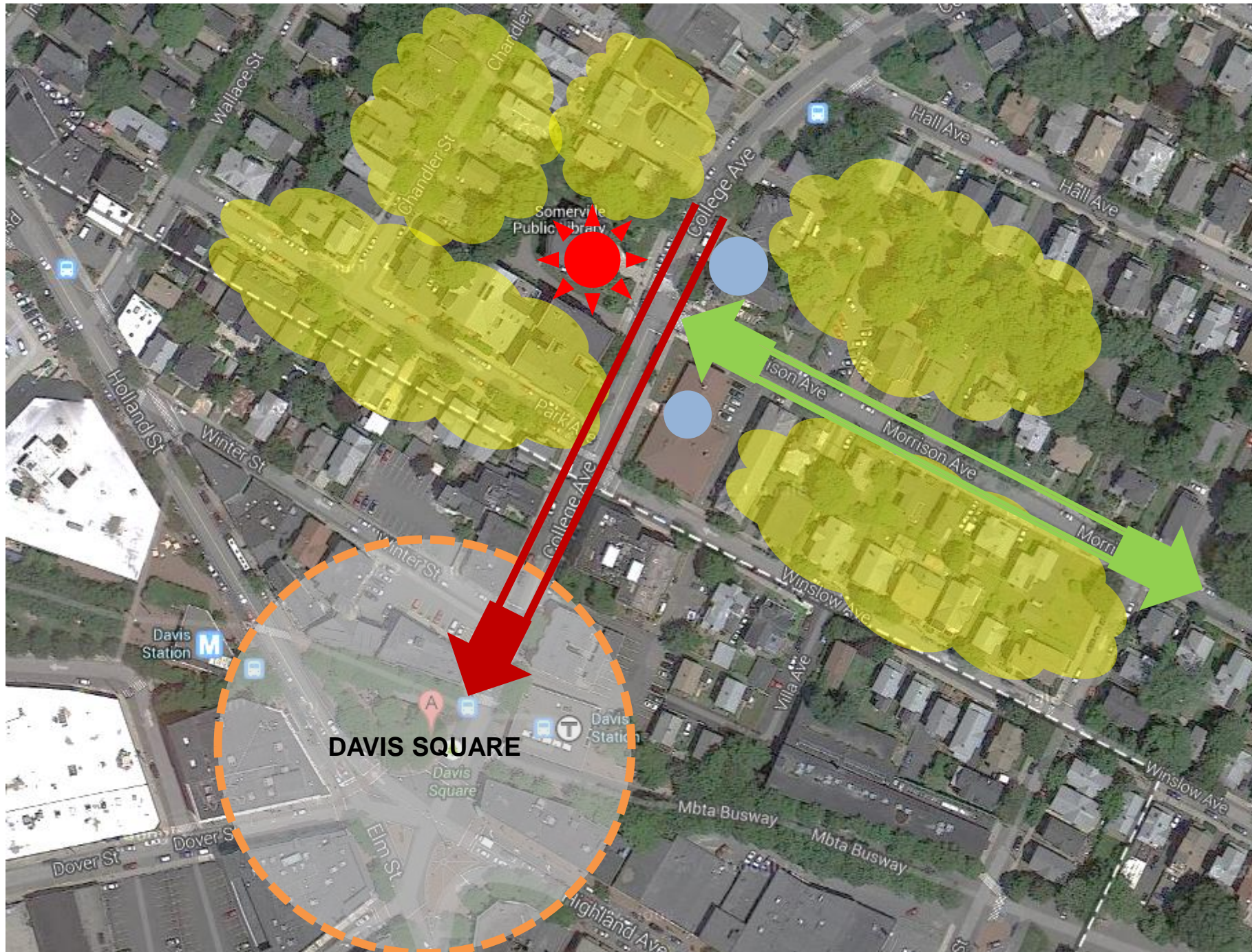
15. There is not sprinkler system installed
16. Structural: Timber joists construction should be evaluated. Building has been retrofitted with tie rods.
17. There is not A/C. Window units are installed during the summer.
18. Steam boiler appropriate for building heating needs and is approximately 5 years old.
19. Emergency egress lighting (battery units) and exit signage: additional needed and replace existing.
20. Several code issues with existing electrical service
21. Electrical service need to be upgraded to a 400A or 600A 208/120 volt, 3 phase, 4 wire
22. Suspect hazardous building materials present in steam piping insulation, "popcorn" ceiling in basement and possibly in restroom vinyl flooring and associated mastic. Exterior windows contain glazing may be an Asbestos Containing Material (ACM). Roofing material and exterior caulking should be sample for PCB analysis prior to removal/disposal. Interior paint (2nd floor) is suspect lead-based and may require further analysis.

WEST BRANCH Summary of Building Assessment

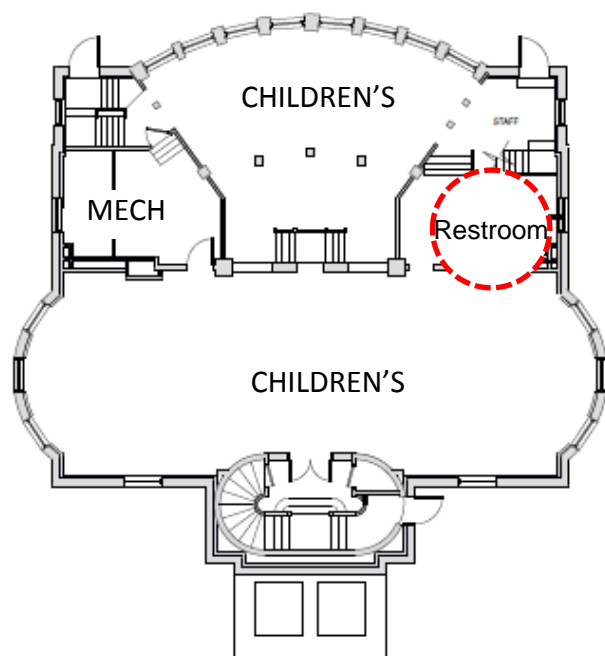


- 0. Library Entrance
- 1. Open areas with large windows
- 2. Services, vertical circulation, support area
- 3. Yard
- 4. Vehicular use

WEST BRANCH Site Analysis



-  Somerville Public Library's West Branch
-  Religious landmarks
-  Residential Uses with some mixed-uses buildings
-  Long views to Boston
Link to bike path



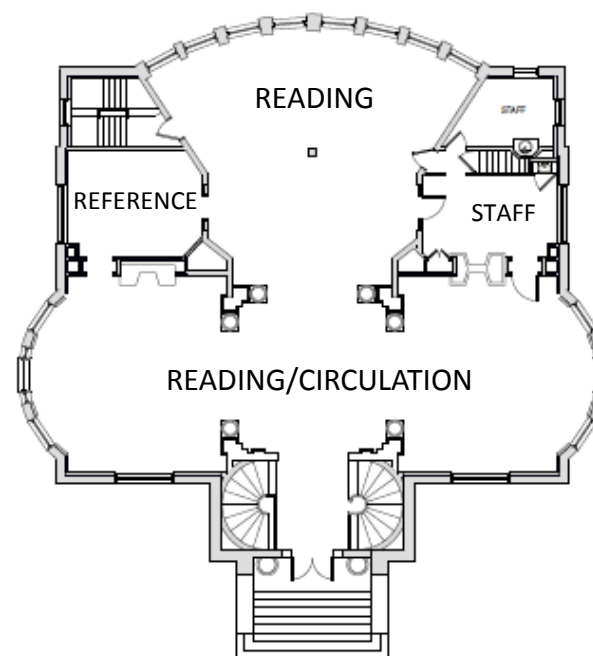
BASEMENT LEVEL

Key Existing Program Components

1. West Branch Library activities
2. YA in adult
3. Large Children's room
4. None special program due to accessibility
5. Tech processing work
6. One unisex (not accessible) bathroom
7. Limited staff and support area
8. People use laptops upstairs
9. Installing RFID system and security gates

Features:

- Convenient location
- David Square is a destination.
- Neighborhood library: people volunteer to help with maintenance; many children from neighborhood

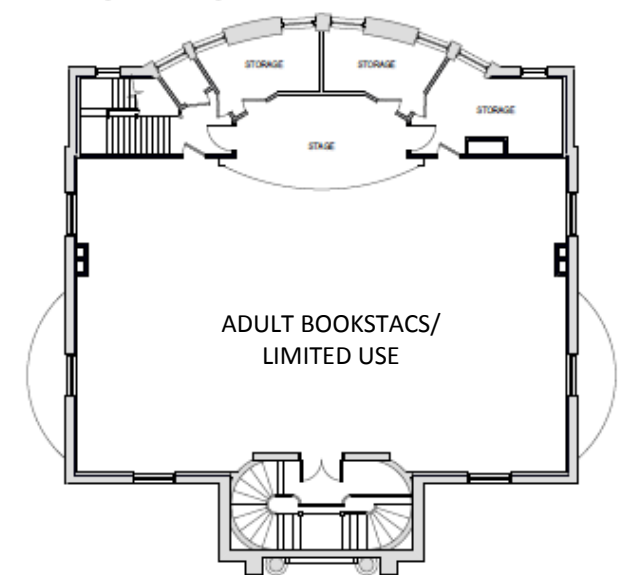


MAIN FLOOR

Key Program Needs & Challenges

1. Accessibility
2. Annual circulation could be higher but 2nd floor does not encourage browsing
3. Limited space for AV
4. Additional graphic novels
5. Change furniture due to wear, comfort and use
6. Meeting space for 3-4 people
7. Special programs: Community Meetings, Arts council – 20 people
8. Larger children's room (up to 70 people)
9. Computer classes or assistance with the use of computers
10. Staff office and support area
11. Central A/C
12. Rear yard water runoff
13. Impact of homeless population (indoor & outdoor)

**WEST BRANCH
Existing Program**



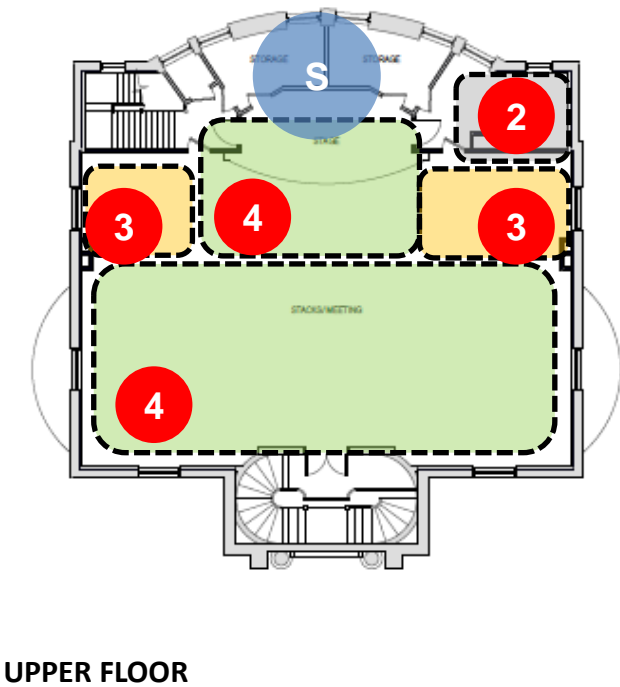
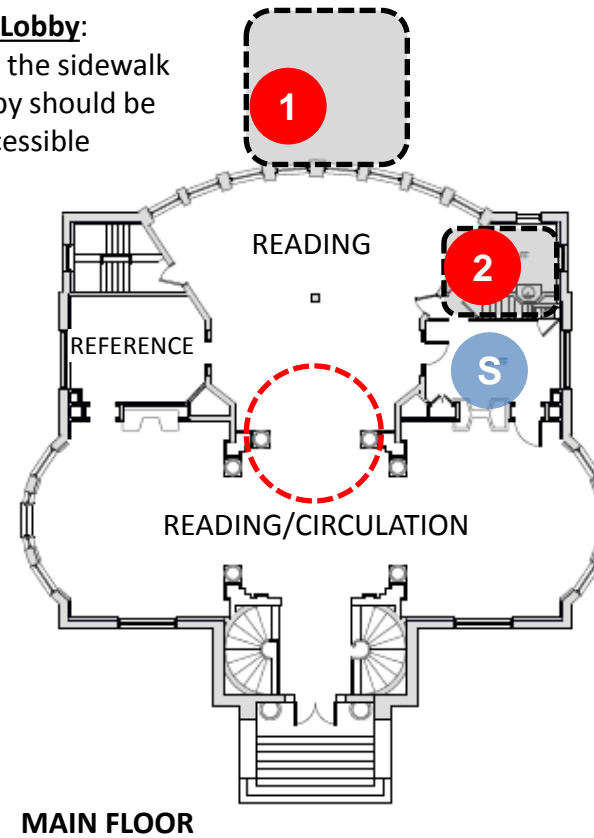
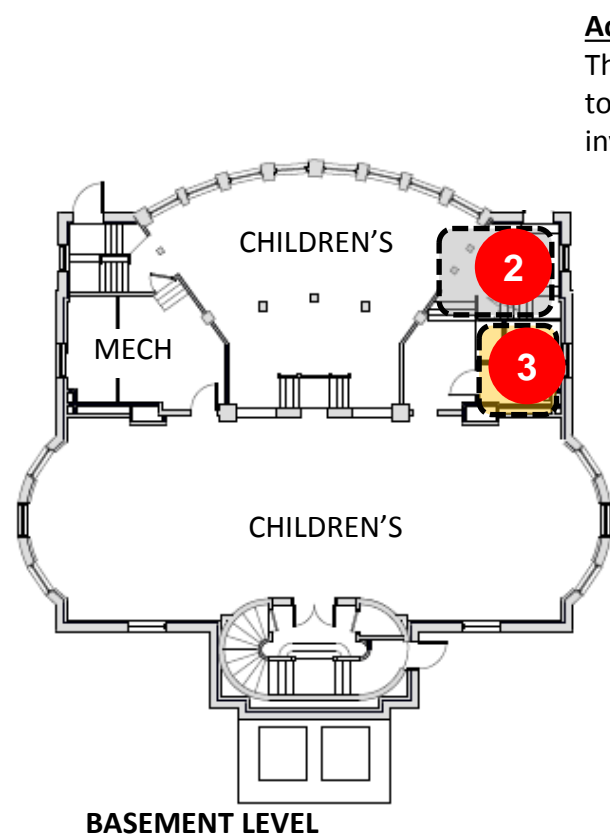
UPPER FLOOR

Key Program Needs & Challenges (cont.)

14. Bathroom – Children's room relationship
15. Visual control
16. Historic Building

Additional Area: +/- 500SF

WEST BRANCH, SCENARIO A Program Analysis

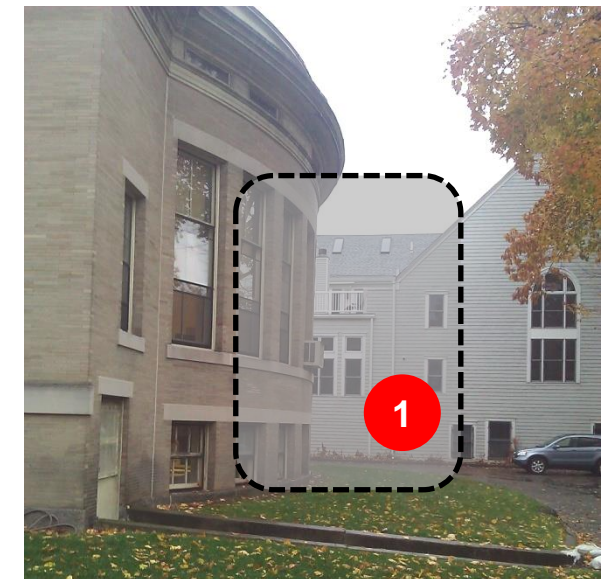


SCENARIO A

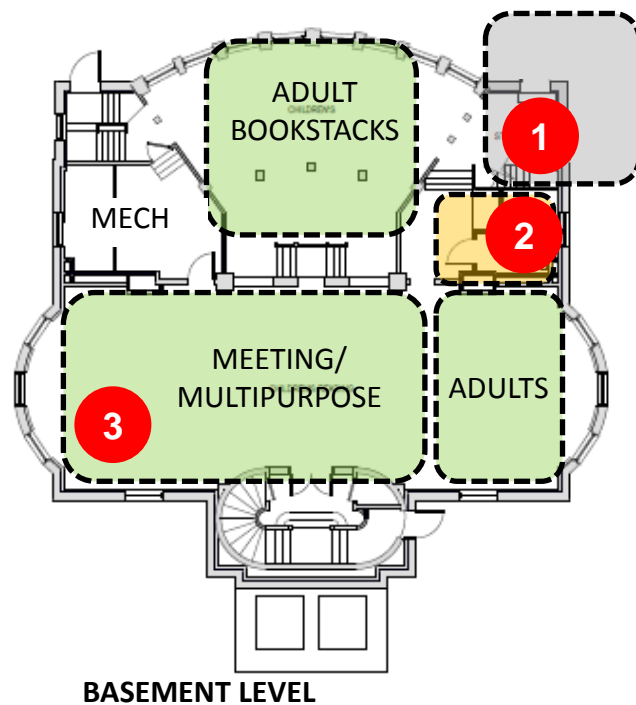
1. 1-1/2 story **New Lobby**: double height vestibule at grade level with stairs and lift to Main Floor.
2. Elevator
3. Toilets
4. Multipurpose room and bookstacks

S Staff area, support break room

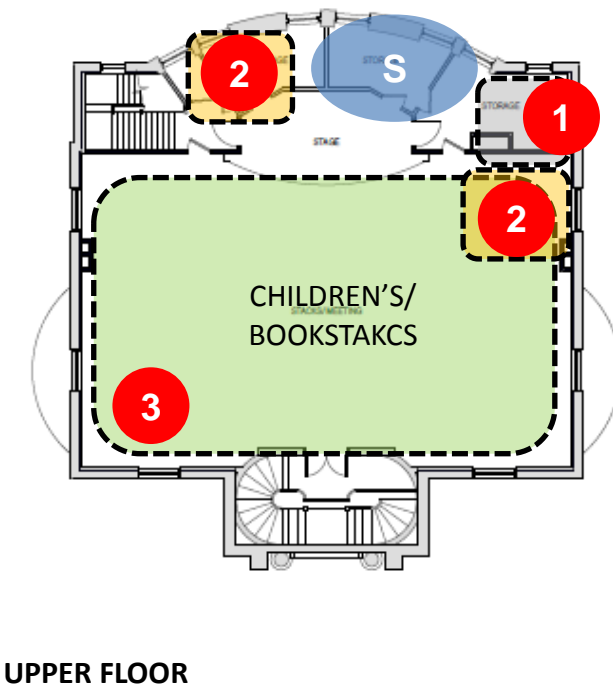
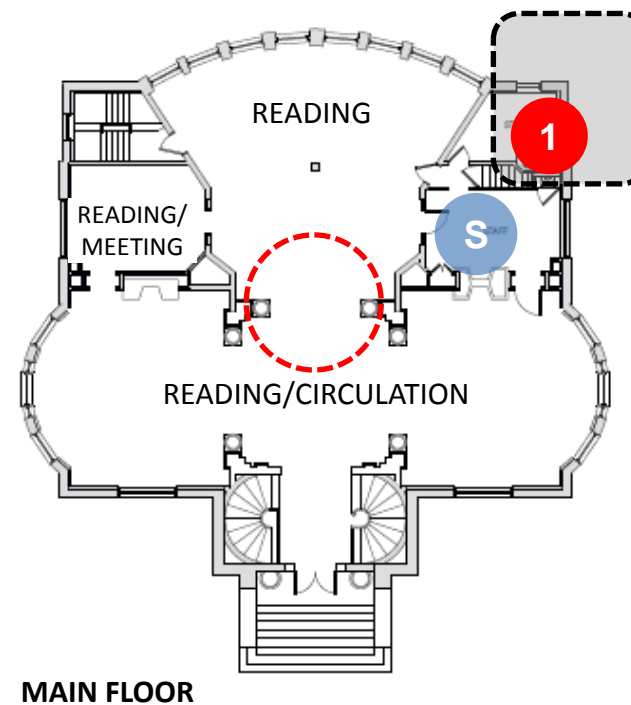
○ Front Desk and staff work area



WEST BRANCH, SCENARIO B Program Analysis

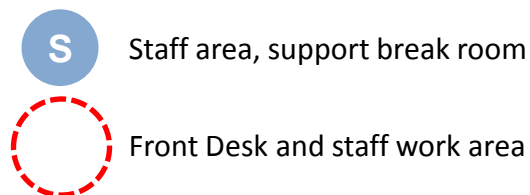


Access to New Vestibule:
The “trip” from the sidewalk to the new lobby should be inviting and accessible



SCENARIO A

1. Elevator, elevator lobby and 1-1/2 story **New Vestibule** on side yard.
2. Bathroom (s), support, storage
3. Adult Services and Multipurpose uses at Basement Level. Children's room at Upper Level



ACCESS YARD

Adams & Smith

Architects/Consultants

13 November 2013

To: Leonardi Aray, Weston & Sampson

From: Richard Smith, Adams & Smith LLC

CC: Karen Kramer, Maria Carpenter
Somerville Public Libraries

re: Somerville Public Libraries
West Branch Library programming

Memorandum of 12 November 2013 discussion:

	Existing	Program needs
Annual circulation	72,369 (FY 2013)	Could be higher- 2nd floor does not encourage browsing
Breakdown of circulation	<ul style="list-style-type: none">• ¼-1/3 children (YA in adult)• 20% non-print• 50% adult	
Collection size and breakdown	<ul style="list-style-type: none">• 35,757 (print & non-print)• Reference collection being minimized• Limited space for AV• Fantasy novels popular	<ul style="list-style-type: none">• Growth not critical• Proportions may change- more AV, other formats• Add graphic novels
Seating and breakdown	<ul style="list-style-type: none">• Large children's room• 4p tables do not work well• Outlet shortage affects seating use• "Soft" seating from 1974 is worn out, uncomfortable• Upholstered furniture- cleaning issues with homeless users• People use laptops upstairs• People hide in corners upstairs	<ul style="list-style-type: none">• More smaller tables• More cushy chairs, but cleanable• Sofas have not been an Behavioral issue, but perhaps best replaced with single person seats
Meeting spaces	<ul style="list-style-type: none">• None- hard to use 2nd floor without accessibility	<ul style="list-style-type: none">• Accessible program space• Meeting spaces for 3-4 persons• Community meetings• Arts council- 20 persons

Adams & Smith

Architects/Consultants

		<ul style="list-style-type: none"> • Children's programs can draw up to 70 persons
Computers	<ul style="list-style-type: none"> • 4 public on 1st floor • None in Children's Room now- getting 4 	<ul style="list-style-type: none"> •
Special programs	<ul style="list-style-type: none"> • None due to accessibility 	<ul style="list-style-type: none"> • Movies • Computer classes • A place for assisting patrons with computers and internet • Craft area with sink
Staff space needs	<ul style="list-style-type: none"> • No office for director • Private work space lacking • Tech processing work is done here 	<ul style="list-style-type: none"> • Private work space • Separate custodian's closet • Office for head librarian
Impacts of central library construction project	<ul style="list-style-type: none"> • New main library could draw patrons away from branch • This location is convenient; Davis Square is a destination • Many children from neighborhood 	<ul style="list-style-type: none"> •
Building issues (staff and public perceptions)	<ul style="list-style-type: none"> • Impact of homeless people makes the branch less palatable. People sleep outdoors under plantings. • Bathroom downstairs in Children's Room is a problem • This is a neighborhood library- people volunteer to help with maintenance 	<ul style="list-style-type: none"> •
Other	<ul style="list-style-type: none"> • Furniture dates to 1974 • 1st floor cooled by room A/C, acceptable except in very hot weather. 2nd floor gets stifling • Getting RFID system and security gates • Level change and bearing wall complicate visual control in children's room 	<ul style="list-style-type: none"> • New furniture • Central A/C system •

Somerville Public Library
West Branch Building Program

	Quantity	Unit	Area
Adult Services			
Seating			
Lounge seating	10	35	350
Table	12	30	360
Public computers	4	35	140
Collection			
A/V	15000	1/22	682
Print	36000	1/15	2400

Total Adult Services **3932**

Children's Services

Seating			
Lounge seating	4	35	140
Table	24	30	720
Librarian's desk			50
Public computers	4	35	140
Toilet			50
Collection			
A/V	7000	1/22	318
Print	14000	1/15	933

Total Children's Services **2352**

Meeting Spaces

Multipurpose Room	70	12	840
Small group	8	35	280
Public toilets			150
Storage			100

Total Meeting Spaces **1370**

Staff

Circ desk			150
Work Room			150
Head Librarian			100
Custodial			150
Staff toilet			50
Break Room			150

Total Staff Spaces **750**

Net program total	8,403
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Add 30% grossing factor	10,924
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Existing building	10,400
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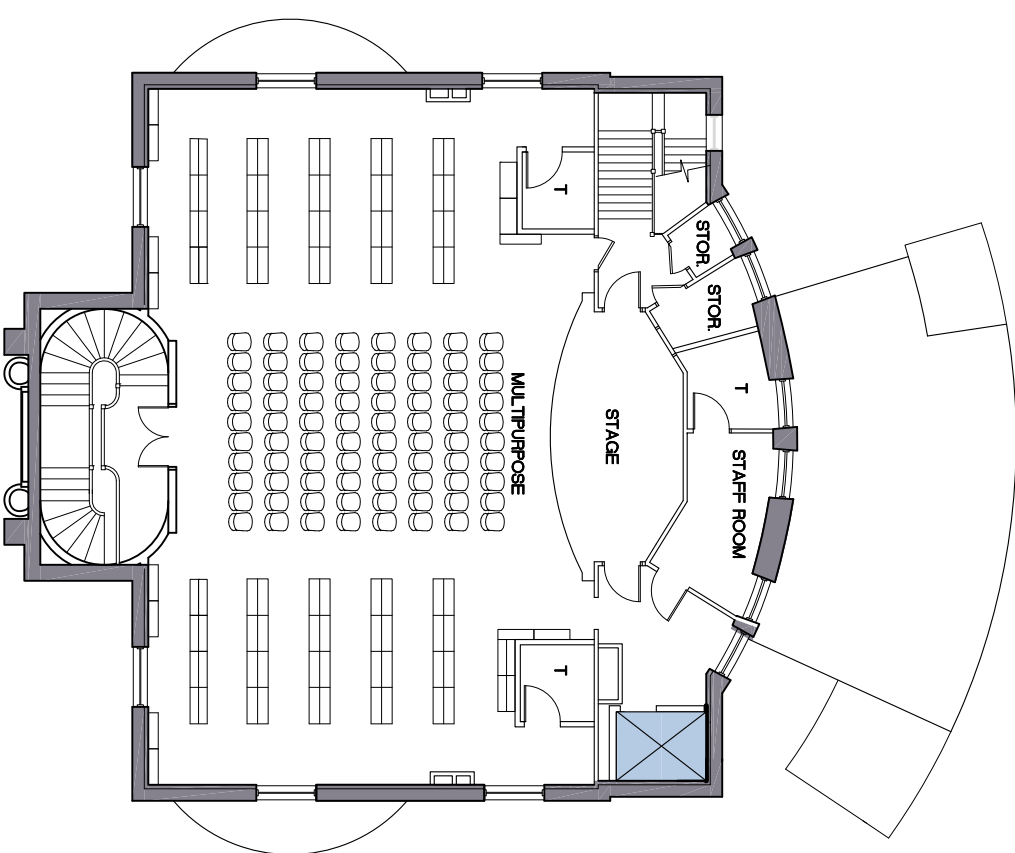
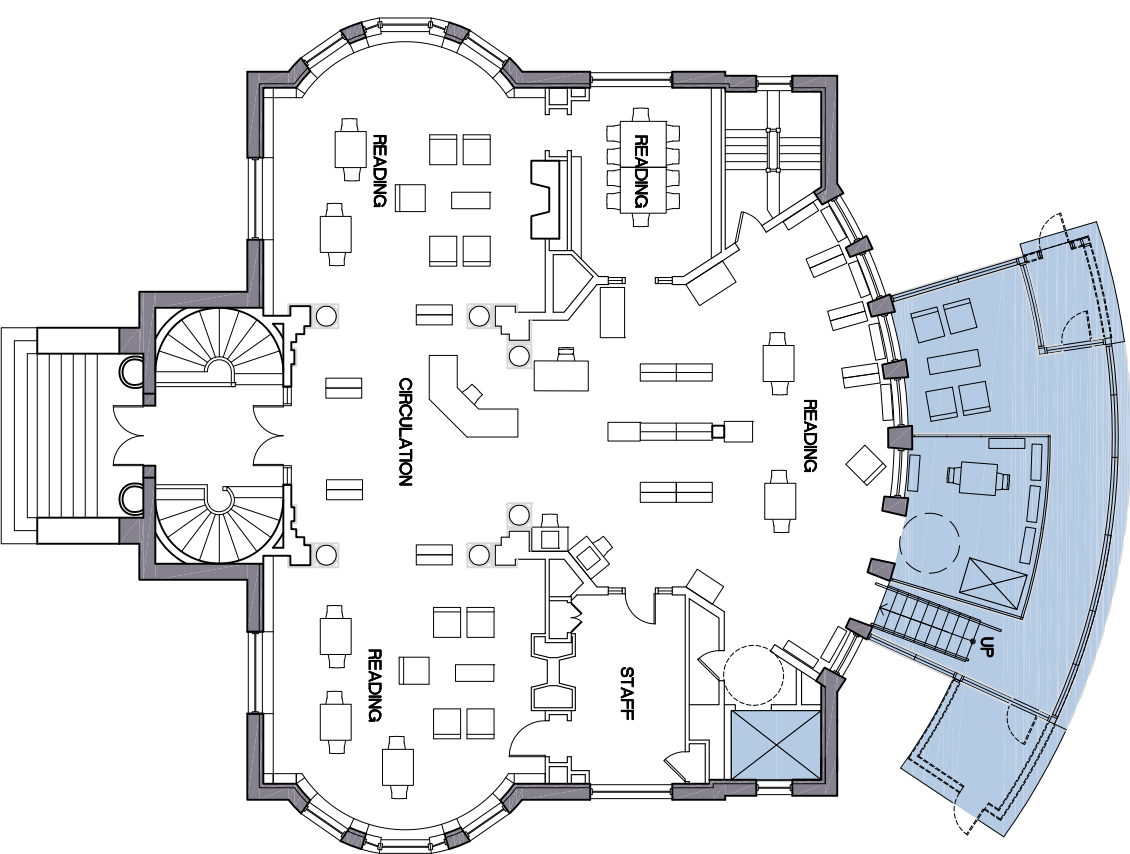
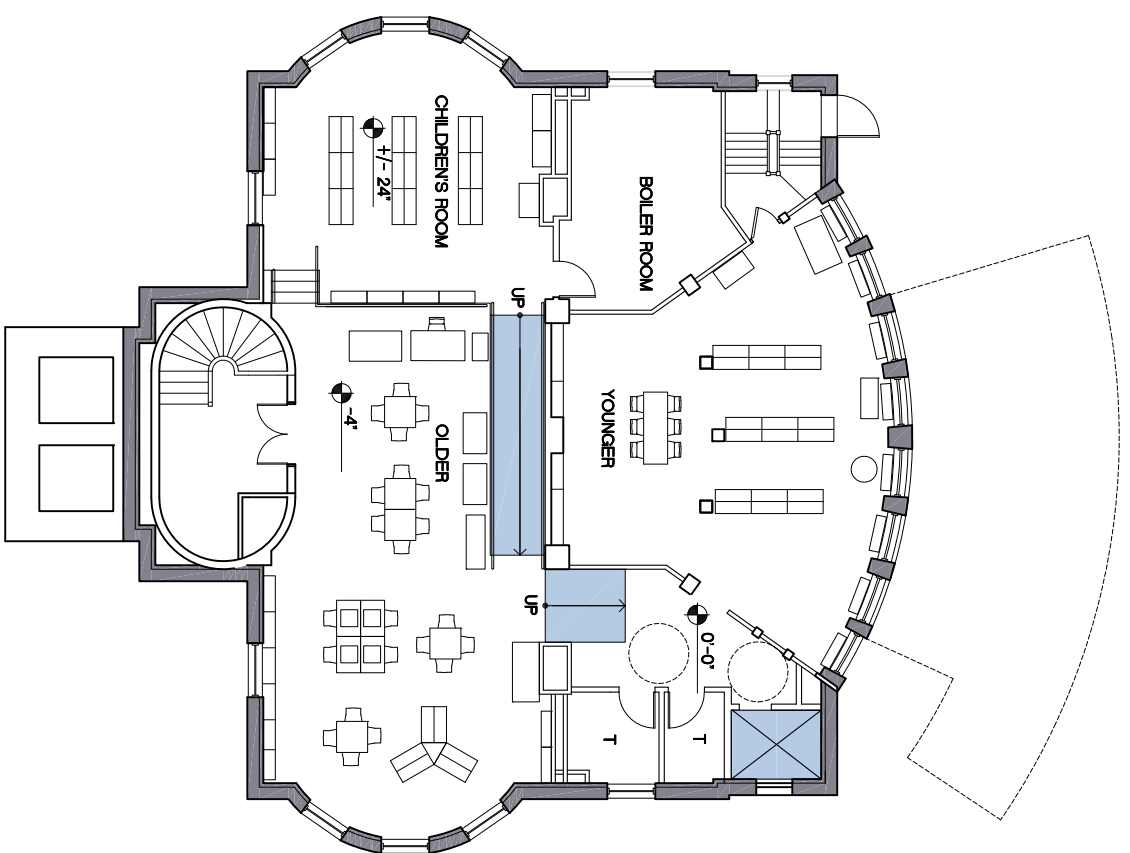
Collections breakdown based on 11/12 discussions

Seating based on existing accommodation

WEST BRANCH
Landscape Design Concept

Somerville Public Library
Building Assessment and
Feasibility Study

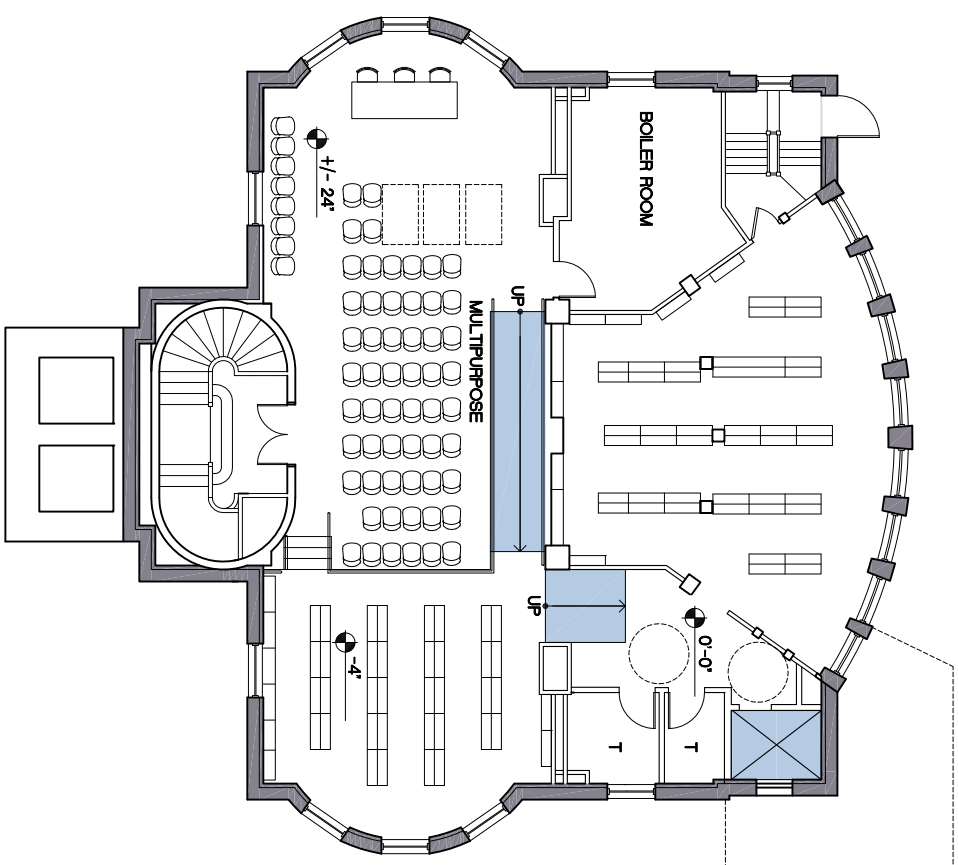




Somerville Public Library
Building Assessment and Feasibility Study

West Branch Scenario A

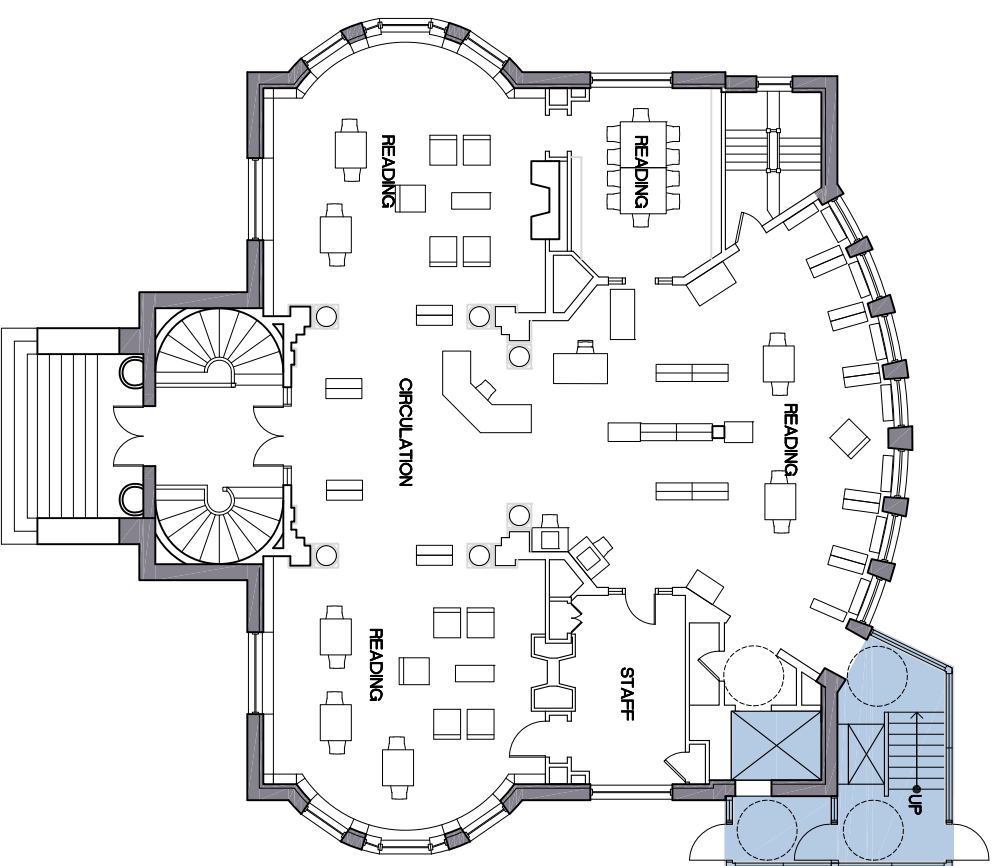
Weston & Sampson



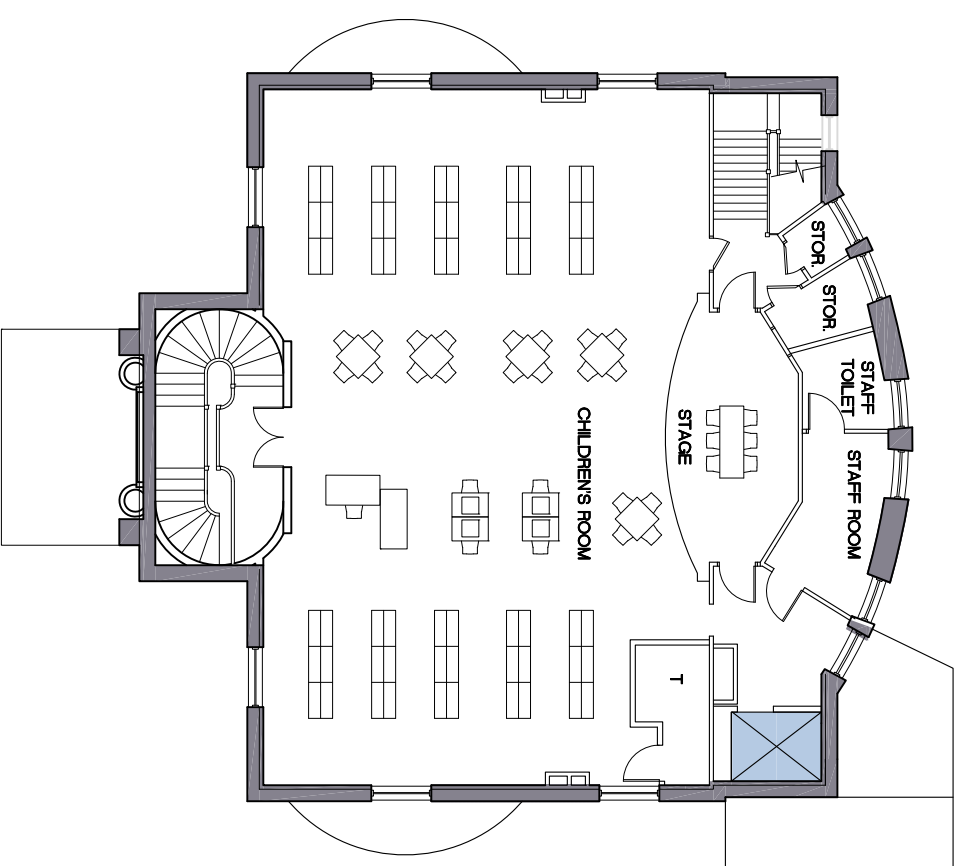
BASEMENT FLOOR PLAN

LEGEND

- T TOILET
- NEW ADDITION/ ACCESSIBILITY



FIRST FLOOR PLAN



SECOND FLOOR PLAN



Somerville Public Library
Building Assessment and Feasibility Study

West Branch Scenario B

Weston & Sampson



HVAC

.

Electrical

.

Plumbing

.

Fire Protection

.

Code

Somerville Public Library West Branch

MEP/FP/ Feasibility Study

April 17, 2014

FINAL

R.W. Sullivan Engineering

The Schrafft Center
529 Main Street
Suite 203
Boston, MA 02129

617.523.8227
www.rwsullivan.com

**Prepared for:
Weston and Sampson**

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 •HVAC

 •ELECTRICAL

 •FIRE ALARM

 •FIRE PROTECTION

 •PLUMBING

I. INTRODUCTION

The following report has been compiled to assist the Town of Somerville in understanding the proposed scope of work and associated cost implications to the various options of relocating the existing West Branch Library

The information contained herein is intended to aid in the development of a budget and a defined scope of work required.

The proposed scope and options contained within this report were developed based on our review of existing drawings, site visits, and meetings with the project team and town personnel.

II. EXECUTIVE SUMMARY

RW Sullivan was engaged by Weston and Sampson to assist in conducting a feasibility study for the West Branches of the Somerville Public Library. The following tasks were performed during the study;

- Site visits to assess the condition of the existing MEP/FP systems in each building.
- Review of existing documents as available.
- Review of Weston and Sampson Draft Feasibility Studies for both buildings indicating proposed renovations and additions to the buildings.

We have also provided to Weston and Sampson rough budget estimates of the proposed MEP/FP scope of work based on known ranges of square foot costs for similar type projects and capacities of the systems described.

This report details the MEP/FP findings and makes recommendations to the various options presented by the design team.

III. WEST BRANCH

A. HVAC

1. Scenario A

a. Yard Entrance

- Building addition shall be cooled with a ductless mini split air conditioning system with wall mounted indoor unit and exterior unit mounted on the roof or at grade.
- Building addition shall be heated by extending the existing heating system and providing wall mounted radiation and cabinet unit heaters as appropriate.

b. New Elevator

- Hoistway ventilation shall be provided as required by code with automatic damper and wall louver or roof vent.
- Elevator machine room shall be heated and cooled as required based on room location and elevator code requirements.

c. Basement

- Existing wall mounted radiation shall be modified as required based on new room layout and any changes in floor elevation

d. New Toilet Rooms

- New exhaust systems with fan located above ceiling with wall or roof vent shall be provided.

e. Second Floor Multi Purpose Room

- Air conditioning shall be added to this space to allow for year round usage as a gathering space for the local community. System shall consist of ductless mini split air conditioners with multiple wall mounted indoor units and a single outdoor unit mounted on the roof or at grade.

2. Scenario B

a. New Vestibule

- Cooling will not be provided.
- Building addition shall be heated by extending the existing heating system and providing wall mounted radiation and cabinet unit heaters as appropriate.

b. New Elevator

- Hoistway ventilation shall be provided as required by code with automatic damper and wall louver or roof vent.
- Elevator machine room shall be heated and cooled as required based on room location and elevator type.

c. Basement

- Existing wall mounted radiation shall be modified as required based on new room layout and any changes in floor elevation
- Multipurpose Room - Air conditioning shall be added to this space to allow for year round usage as a gathering space for the local community. System shall consist of ductless mini split air conditioners with multiple wall mounted indoor units and a single outdoor unit mounted on the roof or at grade

3. Existing Building

a. Air Conditioning

- The existing building is currently not provided with a permanent air conditioning system and during the summer months indoor air temperatures may rise to a point where the building occupants are uncomfortable.
- Consideration may be given to installing a central air conditioning system for the entire building or spot cooling for certain high priority areas. Because of the historic nature of the building any new air conditioning ductwork or equipment must be located and installed in a manner to preserve the character of the building.
- Central cooling could be provided with a packaged roof mounted air conditioning unit or a small mechanical room could be created to house an air handling unit with exterior condensing unit on the roof or at grade.
- Spot cooling could be provided with ductless mini split air conditioning systems with multiple wall mounted indoor units and exterior units mounted on the roof or at grade.

B. ELECTRICAL

1. Scenario A

- a. The building existing electrical service shall be disconnected and removed and replaced with a new 400 amp or 600 amp, 208Y/120V, 3-phase 4-wire secondary electric service serve existing building including the renovated and new spaces.

In the main electric room, provide a 400 amp or 600A, 208Y/120V, 3-phase, 4-wire, 65kAIC (min) switchboard. The switchboard shall consist of a pull section, service disconnect, current transformer (CT) utility metering compartment, integral transit voltage surge suppression (TVSS), metering compartment with copper bussing. The switchboard shall be floor mounted and secured to a structural housekeeping pad.

The new elevator and existing electrical panels not located in the main electric room shall be re-fed from the new main switchboard.

Assume that there will be three (3) 225A MLO, 208Y/120V, 3-phase, 4-wire, 60 pole with integral TVSS panelboards located in building to serve the existing building and new additions.

b. Lighting

- In areas of renovation provide new lighting fixtures. All lighting levels in the new and renovated spaces shall conform to the Illuminating Engineering Society (IES). High energy efficiency fixtures and lighting controls shall be utilized to meet the International Energy Conservation Code (IECC).
- In renovated or new interior administration office areas are proposed to be a combination of energy efficient direct/indirect lined fluorescents, recessed fluorescent troffers and compact fluorescent recessed downlights. In areas with substantial outdoor day lighting, photocell sensor automatic controls will be specified.
- In renovated or new spaces lighting controls shall comply with 780 CMR for automatic shut-off in areas required by Code.

- In renovated or new large office spaces, toilet rooms and conference room lighting will be controlled via dual technology ceiling mounted PIR and ultrasonic occupancy sensors with manual off wall switches.
 - In renovated or new small office spaces, toilet rooms, storage rooms, janitor's closet lighting will be controlled via dual technology wall mounted PIR and ultrasonic occupancy sensors with manual off switch.
 - c. Provide empty conduit and outlet system for telephone/ cable TV/ security systems located In renovated or new spaces.
 - The electrical scope shall consist of an empty 1" conduit system from the empty outlet double-gang boxes to an accessible ceiling space with pull string. Owner's vendor will need to advise if the conduits will require to be larger than 1".
 - All offices will have at least two (2) telecommunication outlets. Administration offices will have at least six (6) telecommunication outlets. Training/Mustering room will have at least twelve (12) telecommunication outlets. Other support spaces will have at least one (1) communication outlet.
 - TEL/CATV wiring and head-end equipment shall be provided by the Owner's vendor. 120V power connections as directed by the system vendor shall be provided for all head-end equipment as required. Owner's vendor shall review above scope for final approval.
 - Provide 4" diameter J-hook cable support system (maximum 4' spacing) in corridors above accessible ceilings.
 - All wiring in exposed areas shall be installed in EMT conduit.
 - 2. Scenario B
 - a. Refer to Scenario A

C. FIRE ALARM

 - 1. Scenario A
 - a. The existing building has a fully addressable full evacuation fire alarm system. The existing system includes, but not limited to: microprocessor based control panel, exterior rotating beacon, LCD remote annunciator

panel, double-action manual pull stations, photoelectric smoke detectors, fix-temp with rate-of-rise heat detectors, monitoring module for building fire protection system flow, tamper and pressure switches, duct smoke detection, carbon dioxide (CO) detectors etc.

Signaling line circuits shall be Class 'A' style 6 and the notification appliance circuits shall be Class 'A' style Z.

The existing fire alarm control panel is located in the main electric room.

Manual pull stations will be located within 5'-0" of all egress exit doors to the exterior and stairwells of each floor. Additional devices will be added as required.

Horn/strobe notification devices will be located throughout all common corridors, mechanical rooms, conference rooms, toilet rooms and public spaces. Additional devices will be added as required.

System type photoelectric smoke detectors will be provided as required throughout corridors, electric rooms and communication rooms for early warning purposes. All electrical and communication rooms will have smoke detector remote indicator outside the door. Additional devices will be added as required.

Duct smoke detection systems will be provided for HVAC air handling systems producing greater than 2000cfm on the return and the supply. System shall consists of system type photoelectric smoke detector in duct housing, equipment fan shut-down relay, sampling tube and key switched remote test station.

All wiring in exposed areas shall be installed in EMT conduit. MC cable, where allowed by Code, may be installed in concealed areas above ceilings and in walls. All fire alarm equipment and devices subject to moisture shall be waterproof.

2. Scenario B

b. New addressable fire alarm system (refer to Scenario A)

D. FIRE PROTECTION

1. Scenario A and B

- a. Since the building is over 7,500 gross square feet in area, it is subject to the requirements of M.G.L. Chapter 148 Section 26G.

These amendments require the entire building to be provided with sprinkler protection if the renovations are considered “major”.

- b. Renovations are considered major depending on the type of work and the scope / cost of work. The following are general guidelines established by the board to be used to determine if the scope or the cost of the planned alterations are major:
 - Major alterations are reasonably considered major in scope when such work over a 5 year period affects **33% or more of the total gross square footage of the building** (measured from the outside walls, regardless of firewalls).
 - Major alterations are reasonably considered major in scope or expenditure, when the total cost of the work over a 5 year period, excluding costs relating to sprinkler installation, is equal to or greater than **33% of the assessed value of the building**, as of the date of permit application.
 - Major alterations would include work such as the demolition or reconstruction of existing ceilings, sub flooring, walls, stairways, doors, or the removal or relocation of a significant portion of the building’s HVAC, plumbing, or electrical systems. Cosmetic work such as painting or installing / replacing carpeting would be considered minor and would not trigger compliance with this law.
 - Since these are just general guidelines and not specific thresholds, it is up to the head of the fire department to determine if the renovation work triggers compliance with M.G.L. Chapter 148 Section 26G
- c. If required, installation of this system would require a new water service from the street and creation of a sprinkler room to house the double check valve, alarms and other components.

E. PLUMBING

1. Scenario A

a. New Toilet Rooms

- Additional and accessible toilets are to be added. The new plumbing fixtures shall be connected to the existing plumbing systems within the building as required by the new plan. Sanitary, vent, and hot and cold water piping will be added or modified as required. Existing toilet rooms to be demolished will have existing piping capped or modified for future use as required.

2. Scenario B
 - a. Same as Scenario A above.

Somerville Library West Branch Design Criteria

General:

Building codes: IBC 2009, IEBC 2009, MA Building Code 8th Ed, 2009 Amendments
Occupancy Category: II

Snow:

Ground Snow load: 45 PSF
Frost Depth: 48-inches

Wind:

Basic wind speed: 105 MPH
Exposure Classification: B

Seismic:

Short period spectral response (S_s): 0.282
1-Second period spectral response (S_1): 0.068

Cost Estimate Narrative:

The City of Somerville is seeking to update the existing West Branch Library in addition to making it ADA accessible. Based on conversation and meetings with the client and client representatives, the following two scenarios have been created to provide the required access while also updating the facility.

Scenario A:

Scenario A consists of installing a 640 square foot addition to the back of the existing library as well as installing an 8 foot by 10 foot elevator shaft in the north rear corner of the building.

In order to install the elevator shaft, floor reconstruction will need to be performed on all floors as well as the roof. This will affect an approximate 80 square foot area on all floors in the northern back corner. The alteration work will include the following;

- Removing the existing concrete slab in the basement,
- Performing limited excavation,
- Underpinning the existing foundation,
- Pouring a 10 foot by 8 foot concrete pad,
- Installing 4' concrete walls,
- Installing a masonry elevator shaft,
- Shoring up the floors and roof,
- Reframing the two floors and roof, and
- Installing the proposed elevator

As for the addition, it is proposed that a glass enclosure be added to the back of the Library to create a new entrance. This entrance will be centered on the building and will provide access to the main floor via stairs or a lift. The addition work will consist of the following;

- Installing a strip footing,
- Installing a 4' frost wall,
- Pouring a 4" concrete slab with a thickened slab in bearing wall locations,
- Installing a 640 square foot glass curtain wall enclosure,
- Installing timber bearing walls for the elevated floor,
- Installing a 140 square elevated timber floor,
- Installing timber stairs, and
- Installing an ADA lift.

The estimated cost to complete the aforementioned items for Scenario A is \$855,000, which includes structural engineering fees.

Scenario B:

Scenario B will consist of the same 10' by 8' elevator shaft as mentioned under scenario A as well as a 240 square foot addition.

The proposed addition will be added to the north back corner of the building adjacent to the proposed elevator shaft. The addition will attached the exterior of the existing building and provide access to the main floor through a single door. Access will be provided via stairs or a lift. The addition work will consist of the following:

- Installing a strip footing,
- Installing a 4' frost wall,
- Installing (2) concrete retaining walls,
- Installing a 240 glass curtain wall enclosure,
- Pouring a 8" concrete slab,
- Installing concrete stairs, and
- Installing an ADA lift.

The estimated cost to complete the aforementioned items for Scenario B is \$721,000 which includes structural engineering fees.

Items Not Included In Estimate:

Items that will also need to be completed but were not included as part of the structural cost estimate would be architectural items such as additional frame for partitions as required, floor finishes, new doors, new windows, removal of the existing elements (windows) to make for new entrances, floor raising, interior ramps, maintenance, reroofing, etc.

Assumptions:

The following assumptions were made during the cost estimate:

- Soil suitable for the use of a shallow foundation
- Existing foundation approximately 4' below grade
- Joists from the front of the building to the back of the building
- Minimal water damage to existing rafters, no replacement necessary

SOMERVILLE PUBLIC LIBRARY: West Branch
Preliminary Project Cost Summary

Area/Bldg Component	SCENARIO A			SCENARIO B		
	Size (SF)	Cost/SF	Cost	Size (SF)	Cost/SF	Cost
Landscape	-	\$ -	\$ 169,563	-	\$ -	\$ 169,563
Elevator, inc. structural work	-	\$ -	\$ 202,465	-	\$ -	\$ 202,465
New Entrance	650	\$ 465	\$ 302,250	250	\$ 500	\$ 125,000
Building Interior repairs, upgrades, accessibility, work around new elevator area.	8,250	\$ 180	\$ 1,485,000	8,250	\$ 180	\$ 1,485,000
Roof	3,750	\$ 35	\$ 131,250	3,750	\$ 35	\$ 131,250
MEP			\$ 140,000			\$ 135,000
			Add +/- \$70,000 if FP required			
			Add \$200-300K for A/C system to fully cool the entire building			
			Add \$35-120K for ductless mini split A/C to partially cool the existing building			
Construction Subtotal:	12,650		\$ 2,430,528	12,250		\$ 2,248,278
Average Cost per SF:	192			184		
Overhead & Profit (15%)			\$ 364,579			\$ 337,242
Design Contingency (20%):			\$ 486,106			\$ 449,656
Preliminary Construction Cost			\$ 3,281,213			\$ 3,035,175
Cost/SF:	12,650 SF		\$ 259	12,250 SF		\$ 248
Owner's Soft Costs						
A&E Fees (design, bid, CA)	\$ 393,746			\$ 364,221		
A&E Special Services	\$ 65,624	(2% of Const. Value)		\$ 60,704	(2% of Const. Value)	
Owner's Project Manager Fees	\$ 98,436	(2.5-3.5% of Const. Value)		\$ 91,055	(2.5-3.5% of Const. Value)	
Printing Cost - Ads	\$ 5,000	allowance		\$ 5,000	allowance	
Legal Costs	\$ -	allowance		\$ -	allowance	
Commissioning	\$ -	allowance		\$ -	allowance	
Abatement	\$ 20,000	allowance		\$ 20,000	allowance	
Owner Bonding Costs	\$ -	allowance		\$ -	allowance	
Construction Contingency	\$ 328,121	10%		\$ 303,518	10%	
Total Owner's Soft Costs			\$ 910,927			\$ 844,497
TOTAL PROJECT COST Preliminary Estimate	\$ 4,227,140			\$ 3,929,673		
SCENARIO A			SCENARIO B			

- NOTES:
- 1. Preliminary project cost summary reflects a balanced projection from the construction costs of the different design disciplines (A/E, Landscape).
 - 2. Assumptions relative to overhead, profits and contingency vary among the design disciplines.
 - 3. Structural cost estimates for the building envelope, "Transparent Vestibule", assume the most aggressive design scenario, which involve a fully glazed exterior wall. Summary takes into account reasonable constructions costs/SF.
 - 4. MEP cost estimates are based square foot costs for similar type projects and capacities of the suggested systems.

Weston&Sampson®	PROJECT:	DATE: 1/14/2014
	Estimated Rehabilitation Costs	BY: MRR
	Somerville - West Branch Library	CHKD BY: RAC
	Scenario A	PROJECT NO.: PAGE: 1 OF 1

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Entrance

Quantity	Unit	Item	Unit Cost	Cost
1	LS	Mobilization	\$3,000	\$3,000
1	LS	Miscellaneous	\$5,000	\$5,000
1520	SF	Transparent Vestibule	\$150.00	\$228,000
140	SF	Timber Floor	\$5.00	\$700
204	SF	Bearing Walls	\$12.84	\$2,619
100	LF	Foundation Walls	\$92.00	\$9,200
100	LF	Footing	\$47.00	\$4,700
310	SF	4" Slab	\$6.40	\$1,984
330	SF	8" Slab	\$8.50	\$2,805
1	LS	Timber Stairs	\$4,000	\$4,000
1	LS	ADA Lift	\$28,000	\$28,000
1	LS	Final Clean-up	\$1,000	\$1,000
1	LS	De-mobilization	\$1,500	\$1,500
Entrance Sub-Total				\$292,508

Elevator

Quantity	Unit	Item	Unit Cost	Cost
1	LS	Mobilization	\$5,000	\$5,000
1	LS	Miscellaneous	\$1,500	\$1,500
80	SF	Concrete Demolition (Elevator Pit)	\$40	\$3,200
480	B.C.Y.	Pit Ecavation	\$68	\$32,640
160	SF	Floor Demolition	\$3.40	\$544
80	SF	Roof Demolition	\$6.20	\$496
6	CY	Foundation Underpinning	\$4,300.00	\$25,800
1	LS	Floor Shoring	\$6,000.00	\$6,000
1	LS	Roof Shoring	\$5,000.00	\$5,000
10	CY	Elevator Pit	\$542.50	\$5,425
1440	SF	Elevator Walls (masonry)	\$19.50	\$28,080
1	LS	Elevator	\$83,000	\$83,000
160	SF	Floor Reconstruction	\$6.50	\$1,040
80	SF	Roof Reconstruction	\$15.50	\$1,240
1	LS	Final Clean-up	\$1,000	\$1,000
1	LS	Demobilization	\$2,500	\$2,500
Elevator Pit Sub-Total				\$202,465

Construction Sub-Total \$494,973

Overhead & Profit	20.00%	\$98,995
General Conditions	10.00%	\$49,497
Insurance & Bonds	0.00%	\$0
Sub-Total		\$643,465

Contingency	25.00%	\$160,866
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Project Sub-Total \$804,332

Engineering Cost

Quantity	Unit	Item	Unit Cost	Cost
1	LS	Design Fee		\$25,000
1	LS	Design Contingency		\$5,000
1	LS	Construction Services		\$20,000
Engineering Cost				\$50,000

PROJECT TOTAL	\$854,332
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Weston&Sampson®	PROJECT:	DATE: 1/14/2014
	Estimated Rehabilitation Costs	BY: MRR
	Somerville - West Branch Library	CHKD BY: RAC
	Scenario B	PROJECT NO.: PAGE: 1 OF 1

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Entrance

Quantity	Unit	Item	Unit Cost	Cost
1	LS	Mobilization	\$3,000	\$3,000
1	LS	Miscellaneous	\$5,000	\$5,000
1000	SF	Transparent Vestibule	\$150.00	\$150,000
110	SF	Bearing Walls	\$12.84	\$1,412
68	LF	Footing	\$47.00	\$3,196
32	LF	Foundation Wall	\$92.00	\$2,944
36	LF	Concrete Wall	\$175.00	\$6,300
240	SF	8" Slab	\$8.50	\$2,040
1	LS	Concrete Stairs	\$6,000	\$6,000
1	LS	ADA Lift	\$28,000	\$28,000
1	LS	Final Clean-up	\$1,000	\$1,000
1	LS	De-mobilization	\$1,500	\$1,500
Entrance Sub-Total				\$210,392

Elevator

Quantity	Unit	Item	Unit Cost	Cost
1	LS	Mobilization	\$5,000	\$5,000
1	LS	Miscellaneous	\$1,500	\$1,500
80	SF	Concrete Demolition (Elevator Pit)	\$40	\$3,200
480	B.C.Y.	Pit Ecavation	\$68	\$32,640
160	SF	Floor Demolition	\$3.40	\$544
80	SF	Roof Demolition	\$6.20	\$496
6	CY	Foundation Underpinning	\$4,300	\$25,800
1	LS	Floor Shoring	\$6,000	\$6,000
1	LS	Roof Shoring	\$5,000	\$5,000
10	CY	Elevator Pit	\$542.50	\$5,425
1440	SF	Elevator Walls (masonry)	\$19.50	\$28,080
1	LS	Elevator	\$83,000	\$83,000
160	SF	Floor Reconstruction	\$6.50	\$1,040
80	SF	Roof Reconstruction	\$15.50	\$1,240
1	LS	Final Clean-up	\$1,000	\$1,000
1	LS	Demobilization	\$2,500	\$2,500
Elevator Pit Sub-Total				\$202,465

Construction Sub-Total \$412,857

Overhead & Profit	20.00%	\$82,571
General Conditions	10.00%	\$41,286
Insurance & Bonds	0.00%	\$0
Sub-Total		\$536,715

Contingency 25.00% \$134,179

Project Sub-Total \$670,893

Engineering Cost

Quantity	Unit	Item	Unit Cost	Cost
1	LS	Design Fee		\$25,000
1	LS	Design Contingency		\$5,000
1	LS	Construction Services		\$20,000
Engineering Cost				\$50,000

PROJECT TOTAL \$720,893

City of Somerville
Somerville Library West Branch
Cost Estimate 1.14.14

Item	Qty	Units	Unit Price	Total
Site Improvements				
Mobilization	1	LS	\$ 2,000	\$ 2,000
Tree Protection	7	EA	\$ 250	\$ 1,750
72" Chain Link Fence & Gates at Driveway (Temporary)	21	LF	\$ 21	\$ 441
Remove concrete raised planters	64	LF	\$ 5	\$ 320
Full Depth Pavement Excavation @ 12" depth (bit conc)	417	SY	\$ 8	\$ 3,337
Strip, Stockpile and Amend Topsoil (194 SY)	65	CY	\$ 12	\$ 777
R&D Existing Fencing	165	LF	\$ 20	\$ 3,300
R&D Existing Concrete Curbing	398	LF	\$ 5	\$ 1,990
Erosion Controls (straw wattle, silt fence, protect storm drain)	1	LS	\$ 500	\$ 500
Subtotal Demo & Site Prep				\$ 14,415
Special Paving (drive + walkway)	457	SY	\$ 75	\$ 34,275
Concrete Unit Pavers @ ADA Entrance	1,034	SF	\$ 18	\$ 18,612
Fine Grading (for all surfacing)	572	SY	\$ 1	\$ 572
Dense Graded Crushed Stone @ 8" depth (under all surfacing)	127	CY	\$ 35	\$ 4,450
Fine Grading (rest of site)	722	SY	\$ 1	\$ 722
Subtotal Surfacing				\$ 58,631
Benches	2	EA	\$ 3,500	\$ 7,000
Precast Concrete Curb	60	LF	\$ 40	\$ 2,400
Seat Wall	34	LF	\$ 100	\$ 3,400
Subtotal Site Furnishings				\$ 12,800
Electrical Service	1	LS	\$ 5,000	\$ 5,000
Bollard, Footing, and Circuitry	20	EA	\$ 2,500	\$ 50,000
Subtotal Site Lighting				\$ 55,000
Shrub Planting	100	EA	\$ 75	\$ 7,500
Groundcover (vinca)	200	FLAT	\$ 36	\$ 7,200
Tree Planting	4	EA	\$ 1,500	\$ 6,000
Tree Pruning	1	LS	\$ 1,000	\$ 1,000
Stockpiled Topsoil spread into Planting Beds	194	SY	\$ 3	\$ 583
Additional Topsoil needed for Planting Beds & Raised Planting Beds @ 18" Depth	24	CY	\$ 47	\$ 1,133
Sodding	442	SY	\$ 12	\$ 5,300
Subtotal Site Restoration				\$ 28,716
Total				\$ 169,563
10% Contingency				\$ 16,956
10% OH, Profit & General				\$ 16,956
Grand Total				\$ 203,475

Field Notes

TO: Leonardi Aray
DATE: November 11, 2013
SUBJECT: Somerville Branch Libraries

West Branch

Main Floor

1. Entry stairs has open joints between granite steps
2. Exterior mortar & brick appear to be in good condition
3. Signs of water infiltration at interior entry of ceiling
4. Missing portion of architrave and capitel of interior decorative columns at left end side
5. Cracked entry mosaic floor at left side. Also cracks on entry ceiling
6. Original wood windows are in decent condition but are not insulated and need to be painted
7. Paint peeling at right corner of rear bay due to water infiltration visible up to ceiling

Basement

8. There is a serious water infiltration problem at interior faces of foundation walls. Paint is peeling and efflorescence is visible on the surface xxxxx
9. Only one unisex toilet and does not meet current accessible standards. An attempt was made to add grab bars.
10. Egress from basement does not meet current standards
11. Stairs to basement does not meet current standards

Second Floor

12. Water infiltration throughout the second floor. There is evidence of water infiltration on left side of stair up to second floor. Paint is peeling could also be old problem.
13. Plaster is cracked and paint is peeling on entire ceiling

14. Stair railing do not meet code. Risers @8-1/2"; Treads @10-1/2"
15. There are several areas of damaged plaster on various parts of the walls. Plaster in some cases is missing and wood lath is visible where wood panels were removed. Metal lath rotted and deteriorated
16. Floor does not appear to be level and very squeaky
17. Rear stair wall plaster missing, exposed lattice
18. Wood/Laminated panel was placed over the walls and is coming off wall in several locations due to water infiltration and wet walls

Roof

Roof is partially of EPDM and partially of fiber glass shingles and appear to be relatively new. However, there are several problems with the membrane and in several locations the seam are pulling apart. In addition, it appears that there are no drains on the roof and water is ponding at various locations along the building perimeter. It is possible that the original drains were covered during the installation of the roof membrane. The roof membrane in some locations is not completely flat and several bumps are visible, in particular on each end below the pediment. At these locations a substantial amount of water was collected.

The acrotepron appeared to have some repairs on the inside face consisting possible of roof cement place at its base. This may be indicative of cracks allowing rain water to enter the building.

M E M O R A N D U M

TO: Leonardi Aray
FROM: Brian McCormack
DATE: November 13, 2013
SUBJECT: Hazardous Building Materials Review – Somerville Branch Libraries

This memorandum is to present visual observations made during a November 7, 2013 walkthrough of the East and West Branches of the Somerville Public Library as related to the presence of suspect hazardous building materials. Suspect materials include asbestos-containing materials (ACM) such as pipe insulation, floor tile, mastic, and roofing/flashing; polychlorinated biphenyl (PCB)-impacted materials such as caulking and adhesives; and lead paint. Such materials (if present) may require abatement/disposal as part of any proposed building renovation/improvement activities. No sampling of suspect materials was performed as part of this review.

West Branch:

This 2-story brick building with basement was constructed in 1909. The basement consists of library space, a restroom, and a mechanical room containing heating and ventilation equipment. Asbestos pipe insulation was present on heating system piping in the basement mechanical room and basement library space, and above the suspended ceiling of the basement restroom. Pipe insulation in the mechanical room was noted to be in a deteriorated friable condition (see photo below). The basement restroom contains vinyl tile flooring (see photo below) which appears to be of recent installation, however, the flooring and associated mastic should be considered a suspect ACM for hazardous material survey purposes. Ceilings in the basement are finished with an acoustical or “popcorn” plaster which is a suspect ACM (see photo below). Exterior windows contain glazing that should also be considered a suspect ACM. Roofing materials such as asphalt, tar and flashing may be suspect asbestos-containing, however, the building roof was not accessed.

Caulking noted around exterior windows and along exterior building joints was white/gray in color, pliable to touch and in intact condition (see photo below). Given that the date of installation of these materials is unknown, the caulking should be sampled for PCB analysis prior to removal/disposal under a restoration scenario. Similarly, a window glazing sample should also be analyzed for PCBs.

A painted wall surface located behind Lauan plywood paneling on the second floor was observed to be in a deteriorated condition with peeling noted (see photo below). Based on its appearance, this paint is suspect lead-based and may require further evaluation of lead content for worker safety and disposal purposes if proposed renovations involve scraping/removal of deteriorated paint or substrate plaster.

Recommendations:

- Sample suspect ACM noted above prior to removal under restoration scenario.
- Access building roof and assess for presence of suspect asbestos containing roof materials (such as asphalt, tar, and flashing). Sample as appropriate, prior to removal under restoration scenario.

- Sample exterior caulking and window glazing for PCBs prior to removal under restoration scenario.
- Field screen/sample suspect paint for lead content prior to scraping/removal.



Asbestos insulation



Acoustical (popcorn) ceiling



Vinyl tile flooring



Window and joint caulking



Suspect lead-based paint

**FIELD NOTES**

Project Name:	Somerville Libraries - West Branch	Date of Report:	11-12-2013
Project Number:	130475.00	Date Visited:	11-7-2013
Location:	West Branch – 40 College Ave.	Report By:	Joe Remondi Dan Callahan
Architect:	Weston and Sampson	Attention:	Leonardi Aray

WEST BRANCH**FIRE PROTECTION**

1. There are no sprinkler systems currently installed in the building.

PLUMBING

1. A 1" copper city water service enters the building through the east wall of the Basement in the Children's Reading Room.. Water meter is #19797911.
2. A 4" cast iron sanitary line exits the building through the east wall of the Basement.
3. The building is provided with a gas service for the heating boiler in the Basement.
4. A 10 gallon tank type electric water heater located in the basement serves a Basement lavatory and a sink on the floor above. Water heater contains a 2kw heating element and appears to be approximately 10 years old.
5. There is a public toilet with a lavatory and water closet located on the Basement Floor. Handicapped access at the public toilet room is limited.
6. There is a staff room with countertop sink located on the First Floor.

MECHANICAL

1. A low pressure steam boiler, located in the basement mechanical Room serves the heating needs of the building. Boiler is Weil-McLain model 578 cast iron section boiler assembled in place. Boiler has a steam heating capacity of 391 MBH. Boiler is equipped with the appropriate water level controls and a dual fuel (gas/oil) burner. Boiler was recently installed and appears to be approximately 5 years old.
2. The steam piping distribution system appears to have been installed as part of the original construction of the building. Piping insulation is of the age and appearance of material that may contain asbestos. Further investigation by a specialist will be required for confirmation.
3. The steam piping is connected to a series of cast iron radiators located throughout the building. A converter is installed to provide a forced hot water heating loop in the

basement with inline circulators and wall mounted baseboard radiation serving the Children's reading Room.

4. There are no central air conditioning systems installed in the building.

ELECTRICAL

1. The electrical service is a 120/208 volt single phase electrical service rated for 200 amps which serve a circuit breaker type panelboard. The panel board serves two sub-panels the first sub-panel is located in the boiler room and the second and a sub-panel located on the first floor.
2. There are several code issues with existing electrical service including the following.
 - a. The main disconnecting means is located approximately 8'-0" above the floor the code allows for the disconnecting means to be located at a maximum height of 6'-6" above the floor.
 - b. Water and steam piping located over the existing panelboards.
 - c. Covers missing from the wire trough located over the main panelboard.
3. The existing electrical services is sufficiently sized for the buildings current use however the electrical services would need to be upgraded and replaced with one larger electrical service to support any major building renovation or additions.
4. The buildings fire alarm system is an addressable fire alarm control panel manufactured by Fire-Lite and appears to good condition
5. The building has limited amount illuminated exit signage and emergency battery units providing egress lighting. RWS would recommend adding additional emergency battery units and illuminated exit signs as needed and replacing the existing units due to the unknown conditions of the batteries.

S I T E V I S I T

TO: Leonardi Aray (LA)
FROM: Matthew Rakowski (MR)
DATE: December 20, 2013
ARRIVAL TIME: 1:45 P.M.
DEPART TIME: 4:00 P.M.
PROJECT: Somerville Library – West Branch
PROJECT No.: 2130509
SUBJECT: Structural Issues with Upgrades
WEATHER: Sunny

Purpose: The purpose of the site visit was to review structural implications if an elevator shaft was installed in the back right corner of the building.

Location: 40 College Ave – Somerville, MA

Observations:

A. 1st Floor (main floor)

- i. Water damage and water leaking into the main room adjacent to the proposed elevator shaft.
- ii. Water damage/leaking in all corners of the building
- iii. Floor to ceiling height = 14'-5"
- iv. Main column located in the center of the room (see photographs)
- v. Electrical and radiators located along exterior wall
 1. Would have to relocate for installation of new doorway, if grand entrance on back is installed
 - a. No structural ramifications would be installing doorways where windows are currently located

B. 2nd Floor

- i. Visible cracking in ceiling back left

- ii. Proposed elevator area
 - 1. Significant water leaking in area
 - a. Water was steadily dripping into area (see photographs)
 - b. Possible floor damage due to excessive water infiltration
 - 2. (2) vents located in area
 - a. Possible relocation – one might already be abandoned
 - i. LA to discuss with MEP designer
 - 3. Mechanical Vent in area – might also be abandoned
 - a. LA to check
- iii. Roof rafters founded on exterior masonry wall
 - 1. No rafter ties, wall cantilevers approximately 6'-2"
 - 2. Stage in back enter of floor
 - a. Step up to stage approximately 7½"
- iv. Roof rafters finished to ceiling
- v. Floor to ceiling 10'-2"

C. Attic

- i. Not a full attic space
- ii. (4) tie rods attached to the upper 1/3 of the rafters
- iii. Attic floor joists run front to back
 - 1. 2" X 7¾" @ 20" o.c.
- iv. Attic floor supported with struts to roof rafters
 - 1. ¾" x 4 ¾" @ 6'-0" ± o.c.
- v. Roof rafters 2"x7 ¾" @ 18" o.c. ±
- vi. Top of joist to bottom of rafter 4'-3½"

D. Basement

- i. Split level
 - 1. Front ceiling height 9'-8"
 - 2. Back ceiling height 7'-8"
 - 3. Split by masonry wall
 - a. Possibly a bearing wall
- ii. Based on drop down ceiling in bathroom it appears as though the framing of the first floor is running front to back also
 - 1. Framing appears to be the same as the roof rafters
- iii. Front basement wall to middle wall approximately 22'-10"
- iv. Column located in area of proposed elevator
 - 1. Appears to be supporting stair framing only
 - 2. Located 6'11"± off side wall and 8'-3" off back wall
- v. Pipe runs along basement wall in floor
 - 1. La to determine if in use or not
 - 2. Will have to be removed or relocated if elevator remains in this area
- vi. Paint is chipping away from basement walls
 - 1. Foundation appears to be stone and mortar

2. Possible chipping due to dampness of the stone or improper paint was utilized for this space

E. General

- i. Library was a mansard roof
- ii. (2) two hip beams in back corners
- iii. Wall
 1. (2) coarse brick masonry wall with furring strips, wood lath and plaster
- iv. Possible damage to flooring, ceiling, and trim due to water penetration

Site Visit Photographs:



Photo 1– Proposed New Entrance



Photo 2– Back Right Corner



Photo 3– 2nd Floor Proposed Elevator Area



Photo 4– Leak in Roof (2nd Floor)



Photo 5 – Typical Exterior Wall



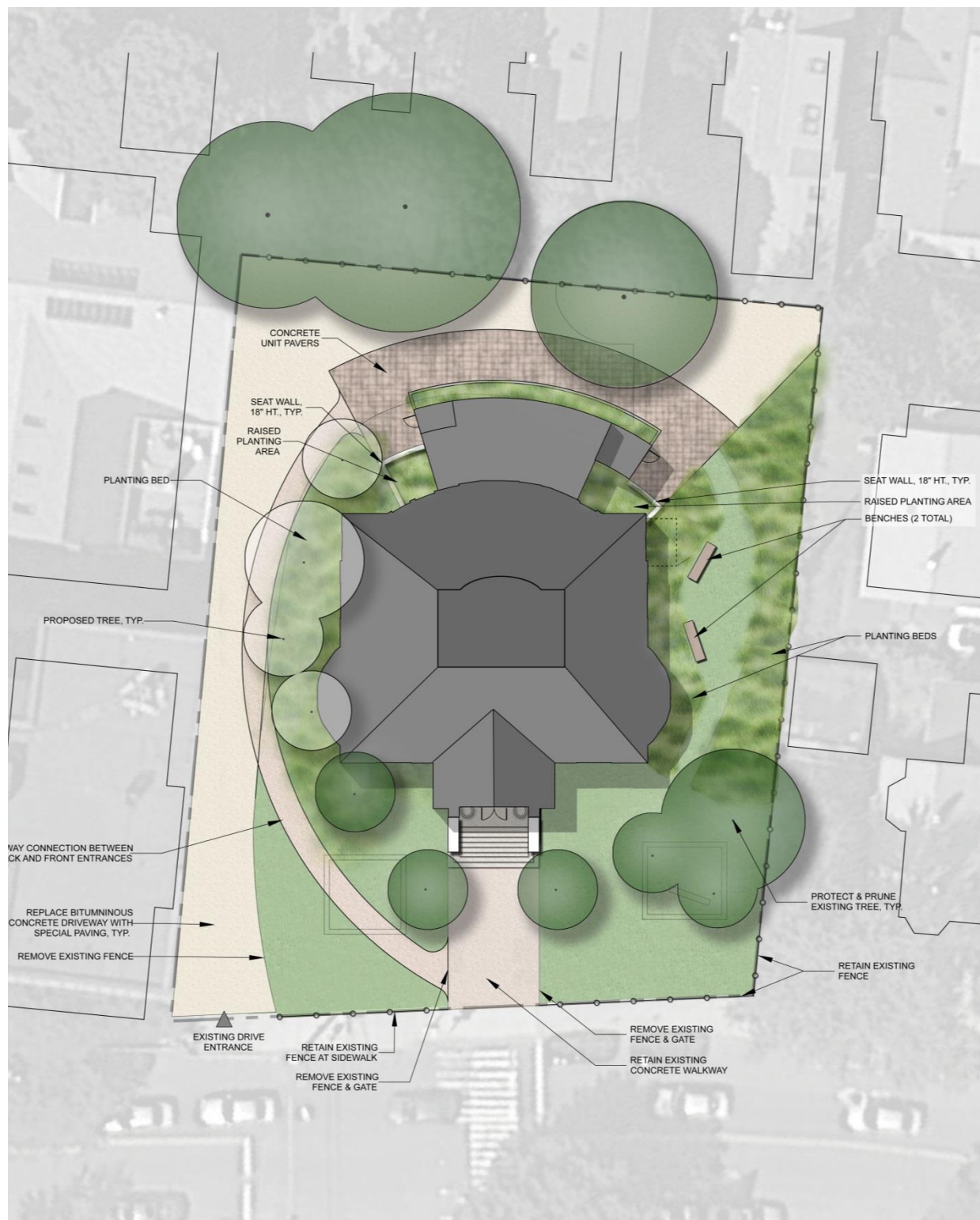
Photo 6 –Proposed Elevator Area (Basement)



West Branch Existing Driveway

City Alley

Somerville Public Library Building Assessment and Feasibility Study

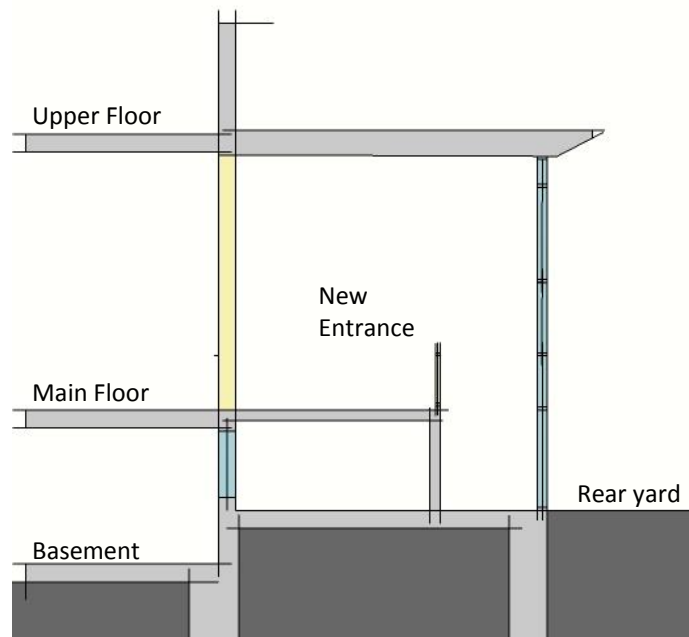


Concept landscape plan, West Branch

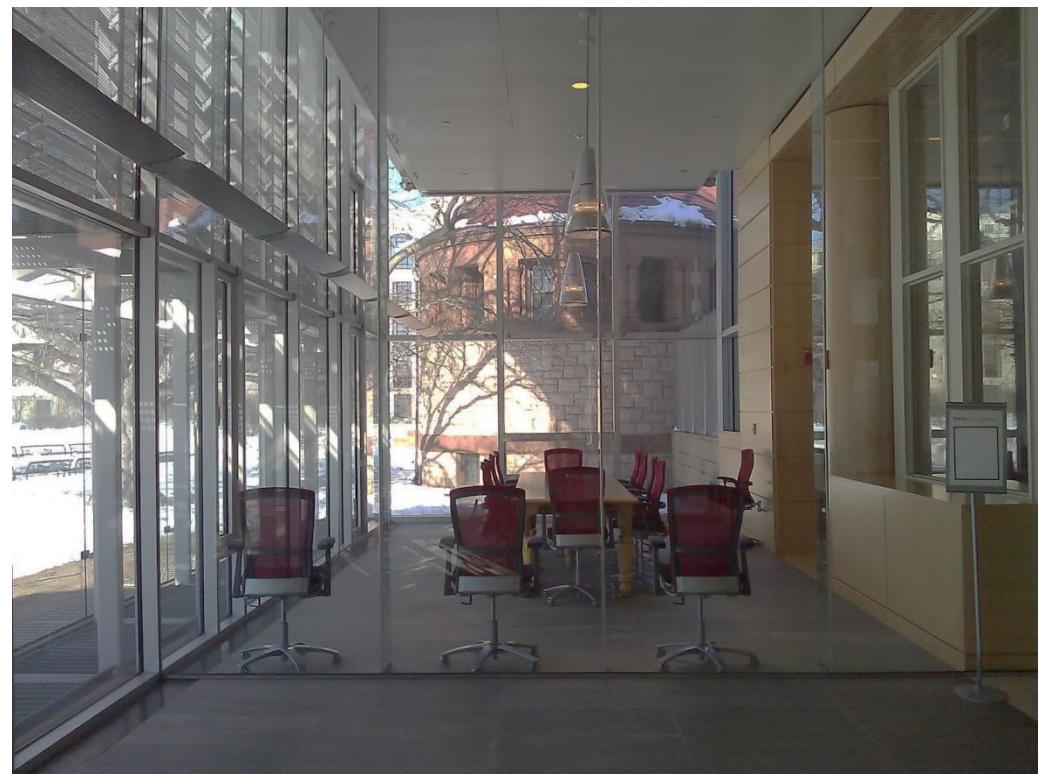
Somerville Public Library Building Assessment and Feasibility Study



Glass atrium with historic façade. Continuous pavement outdoor-indoor



Illustrative Section, West Branch Design concept



Multipurpose area within Library's entrance



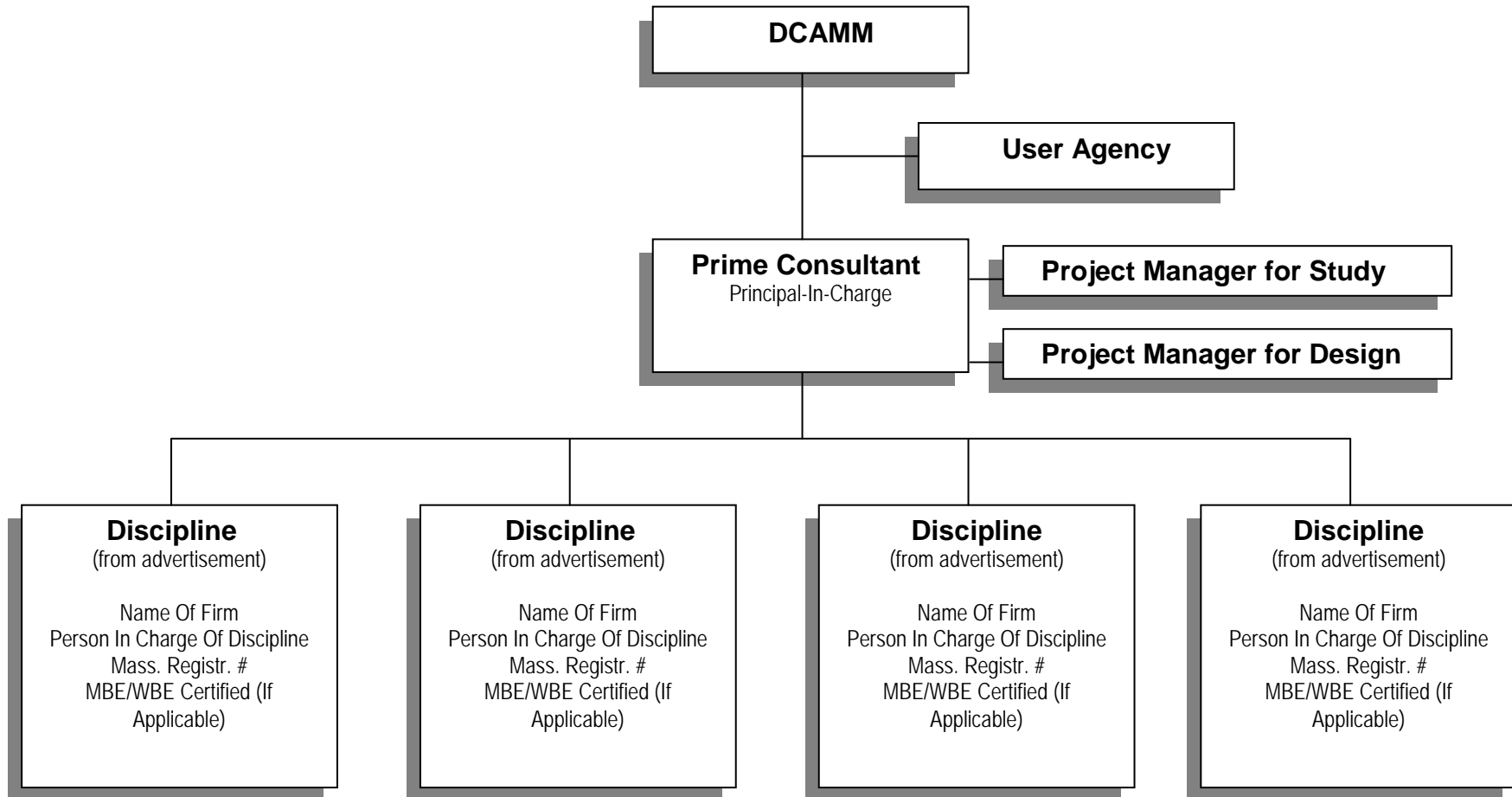
Children's room



Semi-circular reading room

Commonwealth of Massachusetts DSB Application Form (Updated May 2014)	1. Project Name/Location for Which Firm is Filing:		2a. DSB # Item #								
	2b. Mass. State Project #										
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):											
Admin. Personnel	_____	()	Ecologists	_____	()	Licensed Site Profs.	_____	()	Other	_____	()
Architects	_____	()	Electrical Engrs.	_____	()	Mechanical Engrs.	_____	()	_____	_____	()
Acoustical Engrs.	_____	()	Environmental Engrs.	_____	()	Planners: Urban./Reg.	_____	()	_____	_____	()
Civil Engrs.	_____	()	Fire Protection Engrs.	_____	()	Specification Writers	_____	()	_____	_____	()
Code Specialists	_____	()	Geotech. Engrs.	_____	()	Structural Engrs.	_____	()	_____	_____	()
Construction Inspectors	_____	()	Industrial Hygienists	_____	()	Surveyors	_____	()	_____	_____	()
Cost Estimators	_____	()	Interior Designers	_____	()	_____	_____	()	_____	_____	()
Drafters	_____	()	Landscape Architects	_____	()	_____	_____	()	Total	_____	()
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 Qualification Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualification 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 DSB 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 Areas Of Experience Listed In DSB Advertisement)	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 and They Must Be In The Format Provided.					
Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Areas Of Experience Listed In DSB Advertisement)	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)					

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.			

* 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 APPLICATION EVALUATION - PROJECT EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u>							
Be specific – No Boiler Plate								
11.	Professional Liability Insurance:							
	Name of Company	Aggregate Amount	Policy Number	Expiration Date				
12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer YES or NO . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).							
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:							
	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
	a.				d.			
	b.				e.			
	c.				f.			
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors:							
	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
	a.				d.			
	b.				e.			
	c.				f.			
15.	Names Of All Owners (Stocks Or Other Ownership):							
	Name and Title	% Ownership	MA Reg.#	Status/Discipline	Name and Title	% Ownership	MA Reg.#	Status/Discipline
	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 7, Section 38A1/2 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.							
	Submitted By (Signature) _____			Printed Name and Title _____			Date _____	

The following forms MUST be attached to only ONE (ORIGINAL Copy) application: 1. SDO Certification required for MBE/WBE Firms; 2. Sub-Consultant Acknowledgment.

DSB S-CA	Commonwealth of Massachusetts Designer Selection Board SUB-CONSULTANT ACKNOWLEDGMENT
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Project: _____

Applicant Designer: _____

Sub-consultant: _____

SUB-CONSULTANT ACKNOWLEDGMENT

The sub-consultant named above hereby certifies that it has been notified by the Applicant Designer that it has been nominated to perform work on the Applicant Designer's team for the above Project, which is under consideration at the Designer Selection Board.

Signature of Sub-Consultant Duly Authorized Representative

Print Name and Title

Date _____

It is a requirement that all applicants supply this document signed, attached to the Original application, for each of the listed sub-consultants stating that they are aware and agree to being nominated by said applicant designer. Electronic signatures are accepted.

**CITY OF SOMERVILLE CONTRACT
FOR ARCHITECTUAL ENGINEERING
DESIGN SERVICES**

CONTRACT NUMBER

\$
CONTRACT AMOUNT

PURCHASE ORDER# and AMOUNT

RFQ # 15-05
BID NUMBER

CAPITAL PROJECTS MANAGEMENT
ISSUING DEPARTMENT

CONTRACT PERIOD

CONTRACT FOR: **Design and Construction Administration Services for West
Branch Library**

CONTRACTOR: **Name, Contact Information**

ACCORDING TO SPECIFICATIONS CONTAINED HEREIN

**DESIGNER SERVICES
BETWEEN
THE CITY OF SOMERVILLE
AND
THE DESIGN PROFESSIONAL**

This Agreement made on the date is between the City of Somerville ("the **City**"), City Hall, 93 Highland Avenue, Somerville, MA 02143 and Name of Design Firm, ("the **Design Professional**") located at legal address of Design Firm, for the services described herein and in the attached APPENDIX A, Request for Qualifications ("RFQ"). The Design Professional's principal design discipline is *specify from classes of work listed in scope of services and design team's response*.

The **City** and the **Design Professional** agree to the following:

**ARTICLE 1
DEFINITIONS**

1.1. In General.

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

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

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

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

1.2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2

THE DESIGN PROFESSIONAL'S RESPONSIBILITIES

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

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

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

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

ARTICLE 3

SCOPE OF THE DESIGN PROFESSIONAL'S BASIC SERVICES

3.1. IN GENERAL.

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

3.1.1.1. those services identified below within the different phases;

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

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

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

3.1.1.2.3 for roadway, bridge, and other public works projects other than park/playground projects, **all** surveys (unless provided by the **City**), geotechnical services, testing services, and related information and reports

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

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

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

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

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

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

3.1.2.1. Record Keeping.

As the Construction Phase progresses, the **Design Professional** shall work with the Contractor to maintain four separate sets of in-progress record drawings

(blueline or blackline) at the Site, one set each for architectural, mechanical, electrical, plumbing, and structural disciplines (**INSERT WHAT IS APPROPRIATE FOR PROJECTS OTHER THAN BUILDING PROJECTS**). All deviations from the Construction Documents and the exact locations of the Work as installed and constructed shall be neatly and accurately indicated. Work completed to date shall be colored and highlighted.

3.1.2.2. Permanent Record Drawing Preparation.

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

3.1.2.3. Review of Record Drawings at Substantial Completion.

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

3.1.2.4. Submission to the City.

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

3.1.2.4.1 A complete set of original Construction Documents on Mylar and also on disk in AutoCad format.

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

3.1.2.4.3 One set of blueline prints of the above.

3.1.2.4.4 Four sets of in-progress record drawings.

3.2. SCHEMATIC DESIGN PHASE.

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

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

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

3.2.4. Alternative Approaches. The **Design Professional** shall review with the **City**

alternative approaches to the design and construction of the Project.

3.2.5. Schematic Design Documents. The **Design Professional** shall prepare, for approval by the **City**, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based upon the program approved by the **City**, as well as schedule and construction budget requirements, the Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

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

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

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

3.2.8 SUSTAINABLE DESIGN CRITERIA. INSERT REQUIREMENTS AS TO SUSTAINABLE DESIGN.

3.3. DESIGN DEVELOPMENT PHASE.

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

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

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

3.4. CONSTRUCTION DOCUMENT PHASE.

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

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

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

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

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

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

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

3.4.8. Delivery of Project Manual. The **Design Professional** will use its best efforts to ensure that the Contracting Department receives the number of Project Manuals requested by the Contracting Department no later than 3:00 p.m. on the day prior to the first day of advertisement

of the Invitation to Bid.

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

3.5. BIDDING AND AWARD PHASE.

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

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

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

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

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

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

3.6. CONSTRUCTION PHASE-- ADMINISTRATION OF THE CONSTRUCTION CONTRACT.

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

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

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

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

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

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

3.6.7. Contractor's Schedule. Except as otherwise provided in this Agreement, the **Design Professional** shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents, except to the extent that such failure is caused by the **Design Professional**. Except as otherwise provided in this Agreement, the **Design Professional** shall not have control over or charge of acts or omissions of the Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, nothing in this paragraph shall relieve the **Design Professional** of its obligations to the City elsewhere in this Agreement. The **Design Professional** shall review all

schedules presented by the Contractor and advise the **City** as to the appropriateness of same.

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

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

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

3.6.11. Submittals. The **Design Professional** shall review and approve or take other appropriate action upon the Contractor's submittals such as Proposed Change Orders, Shop Drawings, Product Data, and Samples, for the purpose of: (a) determining compliance with applicable laws, statutes, ordinances, codes, orders, rules, and regulations; and (b) determining whether the Work, when completed, will be in compliance with the requirements of the Contract Documents. The

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

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

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

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

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

3.6.14. Aesthetic Effect. The **Design Professional's** decisions on matters relating to aesthetic

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

3.6.15. Claims.

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

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

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

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

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

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

3.6.15.3. Decisions.

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

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

3.6.16. Determination of Substantial and Final Completion. On behalf of the **City**, the **Design Professional** shall conduct inspections, determine the dates of Substantial Completion and final completion, and shall issue a certificate of Substantial Completion, with the prior written consent of the **City**. Such inspections shall include a reasonable number of Site visits by

the **Design Professional** and the **Design Professional's** engineering consultants. The **Design Professional** shall provide to the **City** a written report of all findings with recommendations for appropriate action. The **Design Professional** will receive and review (and approve or disapprove, as the case may be) written guarantees, operating manuals, spare parts lists, value charts, and related documents required by the Contract Documents to be assembled by the Contractor. When the **Design Professional** is satisfied that all such documents are complete as required by the Contract Documents, the **Design Professional** shall issue a final certificate of payment.

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

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

3.6.19. Limitation on the Design Professional's Responsibilities.

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

ARTICLE 4

DESIGN PROFESSIONAL'S ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

OTHER CONDITIONS OR SERVICES

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

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

ARTICLE 6

THE CITY'S RESPONSIBILITIES

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

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

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

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

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

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

ARTICLE 7

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

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

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

ARTICLE 8

BASIS OF COMPENSATION

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

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

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

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

8.5. ADDITIONAL SERVICES OF THE CONSULTANTS. For additional services of consultants, compensation shall be the actual cost billed to the **Design Professional** for such services stated in APPENDIX G.

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

ARTICLE 9

PAYMENT TO THE DESIGN PROFESSIONAL

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

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

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

9.4. ELECTRONIC FUNDS TRANSFER (EFT)

For Electronic Funds Transfer payment, the following information shall be submitted with invoices to the City of Somerville Department Head or Designee listed as the Design Professional's project manager.

- Contract/Order number.
- Design Professional's name & address as stated in the contract/order number.
- The signature (manual or electronic, as appropriate) title, and telephone number of the Design Professional's representative authorized to provide sensitive information.
- Name of financial institution.
- Financial institution nine (9) digit routing transit number.
- Vendor's account number.
- Type of account, i.e., checking or saving.

ARTICLE 10

INSURANCE REQUIREMENTS

10.1. LIABILITY INSURANCE. The **Design Professional** at its own expense must obtain and maintain a professional liability insurance policy covering negligent errors, omissions, and acts of the **Design Professional** or of any person for whose performance the **Design Professional** is legally liable arising out of the performance of such contracts for design services. The **City** may require a consultant employed by the **Design Professional** subject to this subparagraph to obtain and maintain a similar liability insurance policy. If the **Design Professional** is required by the **City** to obtain all or a portion of such insurance coverage, it shall at its own expense furnish a certificate or certificates of insurance

coverage to the **City** prior to the award of the contract. Certificates of insurance are attached hereto as APPENDIX H. Any amendments these insurance requirements are set forth in APPENDIX H.

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

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

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

10.3.2. Employer's liability policy covering bodily injury by accident (\$100,000 each occurrence) and bodily injury by disease (\$100,000 each employee, \$500,000 policy limit);

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

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

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

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

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

ARTICLE 11

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOTE: RECORDS AND STATEMENTS REQUIRED TO BE MADE, KEPT OR FILED UNDER THE PROVISIONS OF M.G.L. c. 30, §39R ARE NOT PUBLIC RECORDS AS DEFINED IN M.G.L. c.4, §7 AND SHALL NOT BE OPEN TO PUBLIC INSPECTION, EXCEPT AS PROVIDED HEREIN.

(Reference: M.G.L. c. 30, §39R)

ARTICLE 12

TERMINATION, SUSPENSION, OR ABANDONMENT

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

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

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

- 12.4.** If the **City** fails to make payment when due for services and expenses properly performed, the **Design Professional** may, upon thirty (30) days' written notice to the **City**, suspend performance of services under this Agreement. Unless the **Design Professional** receives within thirty (30) days of the date of the notice payment in full for such services that have been properly performed, the suspension
- 12.5.** shall take effect without further notice. In the event of a suspension of services, the **Design Professional** shall have no liability to the **City** for delay or damage caused by the **City** because of such suspension of services.

ARTICLE 13

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

13.8. WAIVER OF RIGHTS. The **City's** review, approval, acceptance, or payment for services

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

13.9. PERSONAL LIABILITY. No member, officer, director, trustee, representative, consultant, volunteer participant, or employee of the **City** shall be personally liable to the **Design Professional** under any term or provision of this Agreement for the **City's** payment obligation or otherwise, or because of any breach hereof.

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

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

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

ARTICLE 14

CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

APPENDICES:

APPENDIX A The RFQ

APPENDIX B Notice to Proposers/Copy of Advertisement

APPENDIX C Proposal and Pricing

APPENDIX D Procurement Documents

APPENDIX E Standard Designer Application Form
APPENDIX F Somerville Living Wage Ordinance
APPENDIX G Certificate of Good Standing
APPENDIX H Certificates of Insurance and Additional Insurance Requirements
APPENDIX I Notices
APPENDIX J Mass. Professional Registration Numbers
APPENDIX K Truth-In-Negotiations Certificate
APPENDIX L Federal Requirements (if applicable)
APPENDIX M Statement of Management

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the **City** and the **Design Professional** have executed this Agreement as a sealed instrument on the day and year first written above.

I hereby certify that the total contract amount is \$_____ and that an unencumbered balance of \$_____ is available for the current 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

Angela M. Allen, Purchasing Director

Approved as to Form:

Francis X. Wright, Jr., City Solicitor

CITY OF SOMERVILLE

Joseph A. Curtatone, Mayor

Stephen Vitello, Acting Director
Capital Projects & Planning

DESIGN PROFESSIONAL:

By:

Title:

Address:

Signature

Tax ID#

For Corporations only:

Clerk's Signature

Type Clerk's Name

APPENDIX A

THE RFQ

APPENDIX B

NOTICE TO PROPOSERS/COPY OF ADVERTISEMENT

APPENDIX C

PROPOSAL AND PRICING

APPENDIX D

PROCUREMENT DOCUMENTS

APPENDIX E

DESIGNER APPLICATION FORM

APPENDIX F
SOMERVILLE LIVING WAGE

APPENDIX G

CERTIFICATE OF GOOD STANDING

APPENDIX H

CERTIFICATE OF INSURANCE

APPENDIX I

NOTICES

APPENDIX J

MASSACHUSETTS PROFESSIONAL REGISTRATION NUMBERS

APPENDIX K

TRUTH-IN-NEGOTIATIONS CERTIFICATE

APPENDIX M

STATEMENT OF MANAGEMENT For Contracts over \$100,000

Name	Company	Address	Phone	E-mail
PHILIP O'BRIEN	JOHNSON ROBERTS ASSOC., INC.	15 PROPERZI WAY SOMERVILLE, MA	617-666-8585	po.brien@johnson-roberts.com
DRAYTON FAIR	LLB ARCHITECTS	161 EXCHANGE ST. BRAINTUCKET MA 02825	401-421-7715	dfair@llbarch.com
LESLIE SAUL	LS&A	1972 MASS AV. CAMBRIDGE, MA	617-234-5300	leslie@lesliesaul.com
SONJA OKOZIAN	LS&A	" "	"	sonja@lesliesaul.com
KATIE FAULKNER	NADAAA	1920 WASHINGTON ST BOSTON	617-442-6832	kfaulkner@nadaaa.com
TAREK RAISDELL	TOULOUKIAN TOULOUKIAN	1ST PEARL ST. BOSTON	617-526-0894	TAREK@TARA-RAISDELL.COM
MARK SCHATZ	SCHWARTZ/SILVER ARCHITECTS	75 KNEELAND STREET, BOSTON, MA	617-542-6650	MSCHATZ@SCHWARTZSILVER.COM
MICHAEL HICKS	WESTON CAMPSON	85 DEVONSHIRE BOSTON MA	617-306-4160	HICKS@WCSEIN.COM
JEFF HOOVER	TAPPE ARCHITECTS	6 EDGERLY PLACE BOSTON 02116	617-451-0200	JHOOVER@TAPPE.COM
ROD FELDMAN	TBA ARCHITECTS	43 BRADLEY ST CONCORD	781-873-5283	rodman@tbaarchitects.com
PETER BIERM	BRACON ARCH. ASSOC.	145 SOUTH ST. BOSTON 02111	617-351-7171	peter@bracnarch.com
RICHARD SMITH	ADAMS & SMITH LLC	55 THOMAS RD SWAMPSCOTT MA 01907	617-512-5897	rcsmith@adams-smith.com
PAUL MCGINLEY	McGinley/Kelson & Assoc.	324 Broad Way, Somerville MA 02144	617-625-8102	paul@mcginleykelson.com
AMERON KING	PAUL LOREZ ARCHITECTURE	1310 Broadway, Somerville, MA 02149	617-860-9573	king@paullorenz.com
MATT OUDENS	oudens ellio ARCHITECTURE	46 WALTHAM ST, STE 210, BOSTON, MA	617-422-0980	matt@oudens-ellio.com
CONRAD ELLIO	" " "	" " " "	"	conrad@oudens-ellio.com
PAUL SCHWAB	POBESKY " "	" " " "	"	paul@oudens-ellio.com
TED GALANTE	GALANTE STUDIO	56 KK ST. CAMBRIDGE, MA 02138	617-516-2500	tg@galantestudio.com
BLM KINGSTON	CE	510 CHURCHMAN ST. LANTON, MA	617-585-8100	kingston@cesct.com
BEN YOFFE	DESIGN LAB ARCHITECTS	35 CHANNEL CENTER ST. SUITE 103	617-350-3003	byoffe@designlabarch.com