

REQUEST FOR QUALIFICATIONS (RFQ)
OWNER'S PROJECT MANAGEMENT (OPM) SERVICES
WEST BRANCH LIBRARY PROJECT
40 COLLEGE AVENUE

RFQ #15-09



CITY OF SOMERVILLE, MASSACHUSETTS

RELEASED:
AUGUST 13, 2014
DUE BY:
SEPTEMBER 4, 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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**OWNER'S PROJECT MANAGEMENT (OPM) SERVICES
WEST BRANCH LIBRARY PROJECT
RFQ #15-09**

RESPONDENTS' CHECKLIST

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

_____ Respondents' Checklist

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

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

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

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

_____ City of Somerville Forms

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

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

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

**BIDDING INSTRUCTIONS FOR
OWNER'S PROJECT MANAGEMENT (OPM) SERVICES
WEST BRANCH LIBRARY PROJECT
40 COLLEGE AVENUE (DAVIS SQUARE)
Bid No. RFQ #15-09**

**SECTION 1.0
GENERAL INFORMATION ON BID PROCESS**

1.1 General

Sealed submissions will be received on or before **11:00AM, on September 4, 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 non-price, qualifications submission. Such mention of applicant's and/or its sub-applicant's fees will subject the submission to disqualification. A fee schedule shall be submitted in a separately sealed envelope, clearly marked with your firm's name and "Fee Schedule – RFQ #15-09."

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 **August 13, 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 22, 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

There is no briefing session planned for this project. If prospective respondents would like to request a briefing session and site visit of the project location, please contact Purchasing before the above-referenced deadline for questions.

1.5 Evaluation of Responses

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

1.6 Bidding Schedule

Key dates for this Invitation for Bid:

RFQ Issued	8/13/2014
Deadline for Submitting Questions to RFQ	8/22/2014 – 12:00 noon
Briefing Session	not applicable
Responses Due and Opened	9/4/2014 – 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 firm and to negotiate a fee in order to commence negotiations within 60 days after the response deadline. The contract award will be made immediately after successful negotiations have been reached between the City and the preferred firm. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the preferred designer.

1.8 Unforeseen Office Closure

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

Note: late deliveries of mail services (including but not limited to USPS, FedEx,

UPS, DHL) are not the responsibility of the City. Respondents shall allow sufficient time for responses to be delivered to the City of Somerville's Purchasing Department.

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

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

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

1.10 Right to Cancel/Reject Bids

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

SECTION 2.0

SPECIFICATIONS/SCOPE OF SERVICES

2.1 Scope of Work

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

The main objectives for the OPM are to assist in maintaining project costs, quality assurance and the construction schedule.

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

- Total project budget control;
- Design review and recommendations during the value engineering process;
- Schedule Analysis and Control;
- Coordination and assisting Owner in FF&E requirements, moving and occupancy issues;
- Communication and document control procedures;
- Monthly progress reports;
- Change order and claims administration.

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

Project Phases and Designer Work Plan

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

2.2 Specifications and Proposal Requirements

Each OPM services qualifications package will contain a table of contents with the following

headings and corresponding content:

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

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

- 1. Letter of Introduction** – Signed by a principal in the firm serving as the lead applicant on the application. The signature shall be of an individual authorized to negotiate and execute the Contract for Project Management Services, in the form that is attached to the RFQ, on behalf of the Respondent. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
 - a) A specific statement regarding compliance with the minimum requirements identified in the “Selection Criteria” below. Include identification of registration, number of years of experience and where obtained (as supported by the resumes that are to be attached), as well as the date of the MCCPO certification. (A copy of the MCCPO certification should be attached to the cover letter).
 - b) An acknowledgement that the Respondent has read the Request for Qualifications. Respondent shall note any exceptions to the RFQ in its cover letter.
 - c) An acknowledgement that the Respondent has read the Standard Contract. Respondent shall note any exceptions to the Standard Contract in its cover letter.
 - d) In the event that the City receives financial assistance for this project from the Commonwealth of Massachusetts, the Applicant must be prepared to comply with all the necessary requirements pursuant to M.G.L. Chapter 7C, Section 6.
 - e) A description of the Respondent’s organization and its history.
- 2. Summary of Qualifications** – Include the firm’s organizational capacity and strengths. List at least three but no more than six relevant projects with a brief description of the challenges, strategies and measures incorporated on each job and include a client reference for each.
- 3. Project Approach** – Discuss how you envision the challenges and opportunities presented by this specific project and how you might meet them to ensure a successful outcome. The City highly encourages respondents to use this opportunity to elaborate on their thinking

and experience with respect to this project and to highlight those aspects of their qualifications that make them the most attractive OPM team.

- 4. Project Team** – Identify the individuals of the OPM team (including consultants). State the firm's name, individual's name, professional registration or license number as applicable, and whether or not the firm is certified by the Commonwealth of Massachusetts Supplier Diversity Office (SDO) as an MBE and/or WBE. Include a summary of each team member's experience, role on the team for this project, and approximate percentage of time allocated to this project. A resume or CV of each proposed team member shall be included in the respondent's submission.
- 5. Review of Design Documents and Cost Estimates** – Discuss how the firm works constructively with the Owner and Design Team toward the development of a comprehensive, sustainable program for the building and financially realistic bid documents that are accurate, complete and well-coordinated.
- 6. Bidding and Construction Administration Services** – Discuss your Project Team's approach to this phase of the work.
- 7. Project Closeout Services** – Discuss respondent's approach to project closeout services. The City's expectations on this project include: participation in punch list inspection and follow-up; final inspection and certification; coordination of warranties; energy efficiency credit documentation; O&M documentation and training; and coordination and delivery of as-built record drawings.
- 8. Standard Designer Application Form for Municipalities and Public Agencies** not within DSB Jurisdiction (Updated May 2014). In addition to the above-listed components of the qualifications narrative, applicants shall complete and submit this form as developed by the Designer Selection Board of the Commonwealth of Massachusetts. The form is attached in Appendix B. It may be obtained online at:
<http://www.mass.gov/anf/docs/dcam/dlforms/dsb/14-5-12-dsb-application-form.pdf>
- 9. Fee Schedule** – An initial fee schedule shall be submitted in a separately sealed envelope marked "RFQ 15-09 – OPM Fee Schedule" with your firm's name. Fee schedules will not be opened prior to the final technical service proposal rankings. The actual fee shall be subject to negotiation. The proposed fees should include all direct and indirect expenses as well as the costs of all sub-consultants and reimbursable expenses. Hourly rates for all proposed professional personnel assigned to the project should be indicated on the fee schedule.

2.3 Selection Criteria

The selection process will include an evaluation procedure based on the criteria identified below. Applicants that clearly meet the minimum requirements will be evaluated. Following the rating

of all fully responsive submissions, the Selection Committee appointed by the Mayor will identify, or “short-list,” at least three (3) applicants with the highest ratings by the Committee. The Committee may choose to interview the short-listed applicants.

Minimum Requirements

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

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

- The Project Director shall be a person who is registered by the Commonwealth of Massachusetts as an architect or professional engineer and who has at least 5 years’ experience in the construction and supervision of construction and design of public buildings:

or,

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

Comparative Evaluation Criteria

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

1) 0-15 Points

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

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

2) 0 - 5 Potential Points

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

3) 0 – 5 Potential Points

Thorough knowledge of Commonwealth construction procurement laws, regulations, policies and procedures, as amended by the 2004 Construction Reform laws. Knowledge

and experience with procurement methodology under Massachusetts General Laws is required.

4) 0 – 15 Potential Points

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

5) 0 – 15 Potential Points

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

6) 0 – 10 Potential Points

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

7) 0 – 5 Potential Points

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

8) 0 – 5 Potential Points

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

9) 0 – 15 Potential Points

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

10) 0 – 5 Potential Points

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

11) 0 – 5 Potential Points

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

2.4 Selection Process

In order to establish a short list of Respondents to be interviewed, the Owner will base its initial ranking of Respondents on the above Evaluation Criteria. The Owner will establish its final ranking of the short-listed Respondents after conducting interviews and reference checks. The Owner may or may not, within its sole discretion, seek additional information from Respondents.

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

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

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

2.5 Selection Schedule

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

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

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

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

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

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

2.6 Fee Negotiations

If the City is unable to negotiate a satisfactory fee with the first-ranked applicant, negotiations shall be terminated and undertaken with the remaining applicants, one at a time, in order in which they were ranked by the Committee until agreement is reached.

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

If the 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 OPM services for public construction projects is attached in Appendix C.

SECTION 4.0 FORMS

4.1 Required Submissions (included with response)

4.1.1 Past Performance / Reference Sheet

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

4.1.2 Non-Collusion & Tax Compliance Form

4.1.3 Certificate of Signature Authority

4.1.4 Somerville Living Wage Ordinance Form

4.1.5 Vendor TIN Certification Form

4.2 Required Submissions (to be provided post award)

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

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

PAST PERFORMANCE / REFERENCE SHEET

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

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

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

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

Form:_____
Contract Number:_____

CITY OF SOMERVILLE

Rev. 08/01/12



Non-Collusion Form and Tax Compliance Certification

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

A. NON-COLLUSION FORM

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

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

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

Name of Business or Entity: _____

Date: _____

B. TAX COMPLIANCE CERTIFICATION

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

Signature: _____
(Duly Authorized Representative of Vendor)

Name of Business or Entity: _____

Social Security Number or Federal Tax ID#: _____

Date: _____



Certificate of Authority (Corporations Only)

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

1. I hereby certify that I, the undersigned, am the duly elected Clerk/Secretary of

(Insert Full Name of Corporation)

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

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

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

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

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

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

4. **ATTEST:**

Signature: _____
(Clerk or Secretary)

AFFIX CORPORATE SEAL HERE

Printed Name: _____

Printed Title: _____

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



Certificate of Authority (Limited Liability Companies Only)

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

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

_____,
(Complete Name of Limited Liability Company)

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

2. The LLC is organized under the laws of the state of: _____.
3. The LLC is managed by (**check one**) a Manager or by its Members.
4. I hereby certify that each of the following individual(s) is:
- a member/manager of the LLC;
 - duly authorized to execute and deliver this contract, agreement, and/or other legally binding documents relating to any contract and/or agreement on behalf of the LLC;
 - duly authorized to do and perform all acts and things necessary or appropriate to carry out the terms of this contract or agreement on behalf of the LLC; and
 - that no resolution, vote, or other document or action is necessary to establish such authority.

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

5. **Signature:**_____

Printed Name: _____

Printed Title:_____

Date: _____



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

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

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

Definition of “Living Wage”: For this contract or subcontract, as of 7/1/2014 “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:		
	PHONE (A/C, No. Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED	INSURER A:		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

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

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

AUTHORIZED REPRESENTATIVE

INSURANCE SPECIFICATIONS
INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the contractor shall furnish to the Office of the Purchasing Director a Certificate of Insurance evidencing the following:

A. 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 OWNERS PROJECT MANAGEMENT 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.

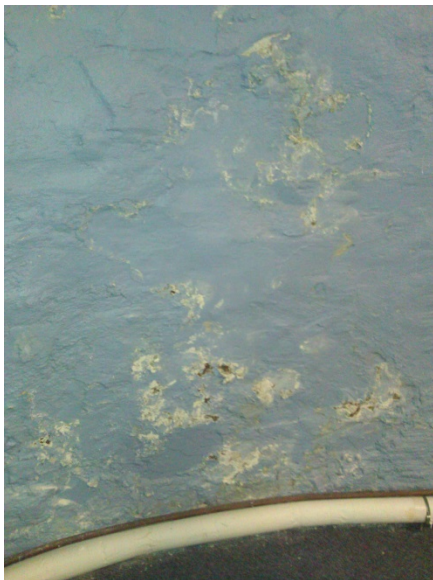
The building exterior walls are generally in good condition and show evidence of the restoration work from 2003. In addition to providing adequate accessibility, there are several other building issues to address. The building roof is in need of immediate attention.

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.

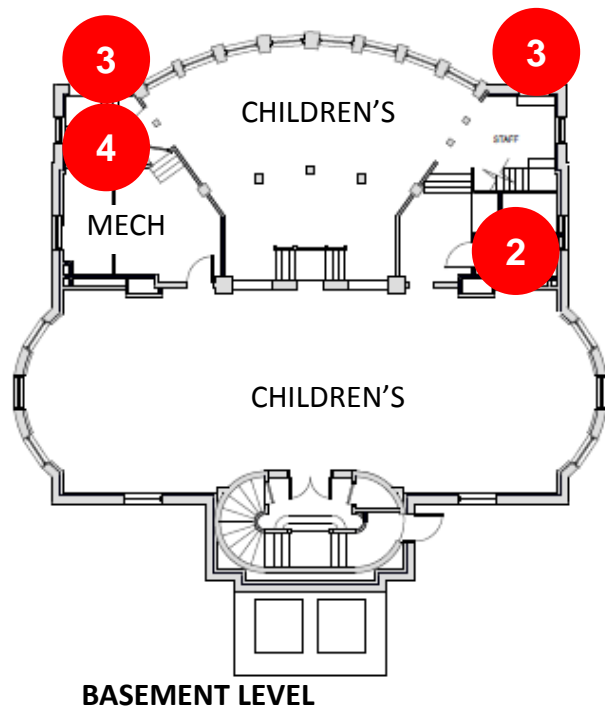
The layout and program of the main floor remain substantially the same. The children's room is now located in the upper floor, while the multipurpose room is located in the basement. The split levels in the basement are addressed with a ramp and by raising a bookstack area. The multipurpose room is located 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.

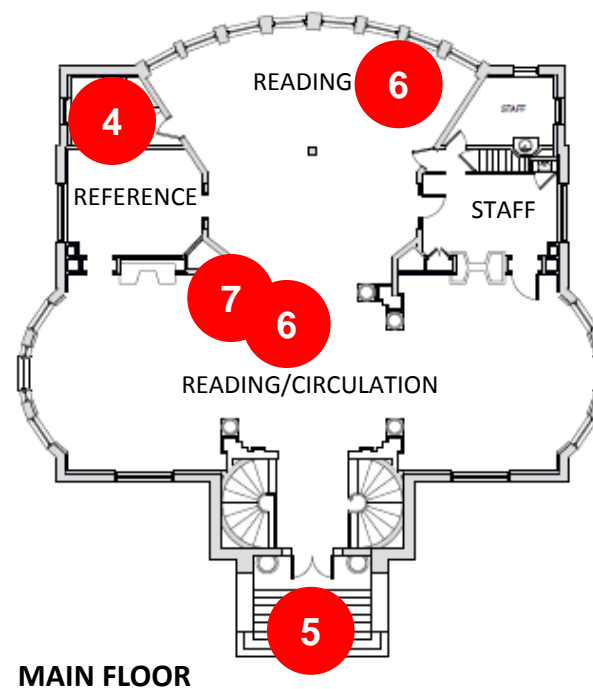


BASEMENT LEVEL

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

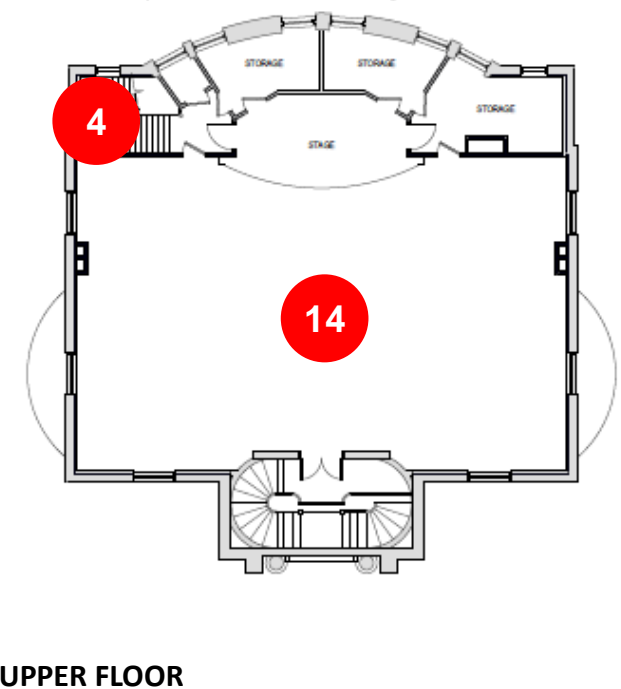


UPPER FLOOR

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

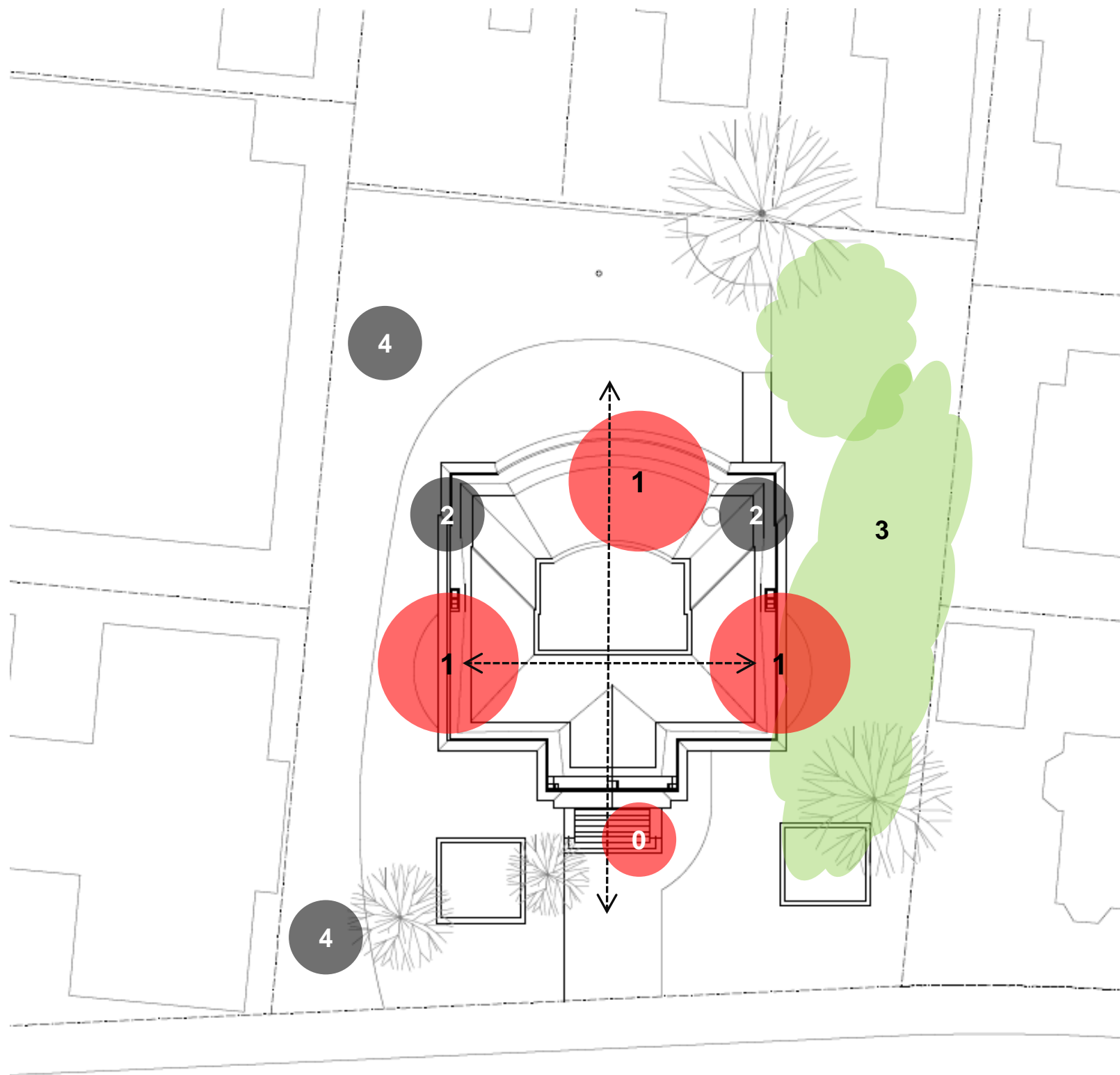


General Building Issues & Observations

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.

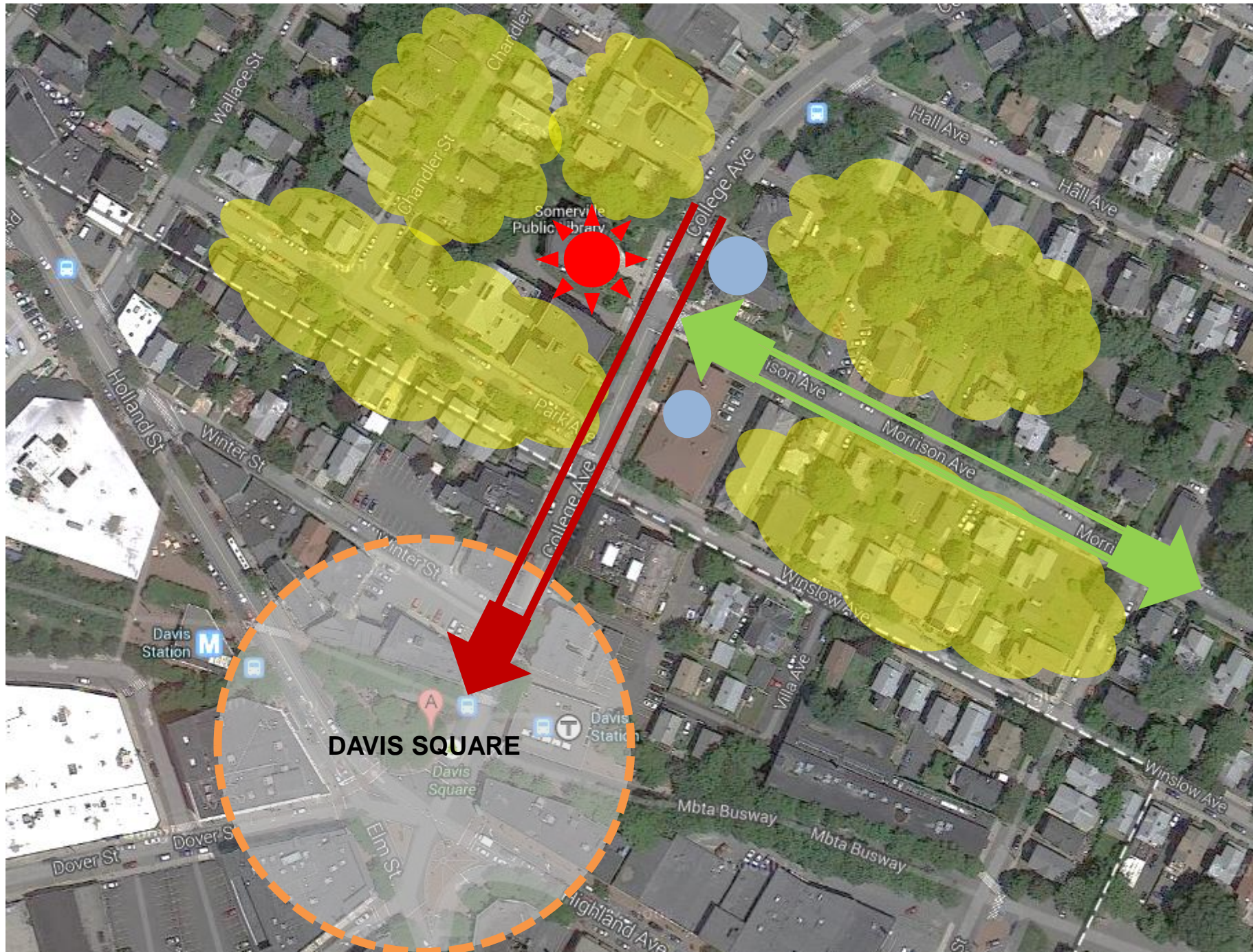
WEST BRANCH

Summary of Building Assessment

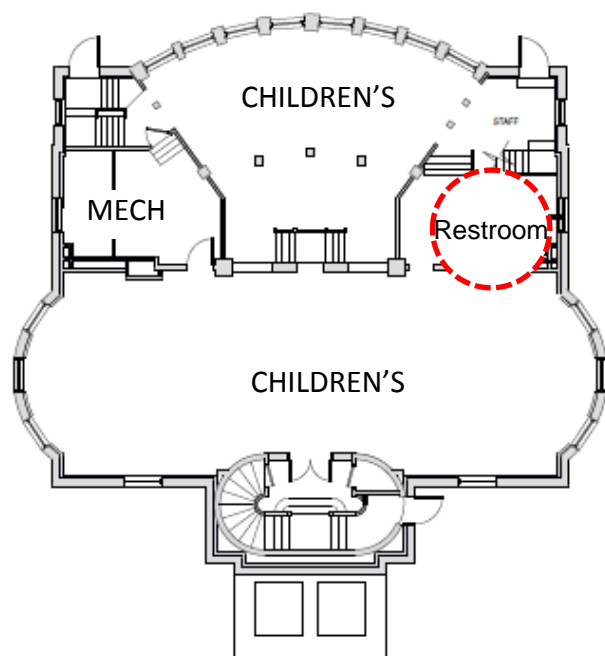


- 0. Library Entrance
- 1. Open areas with large windows
- 2. Services, vertical circulation, support area
- 3. Yard
- 4. Vehicular use

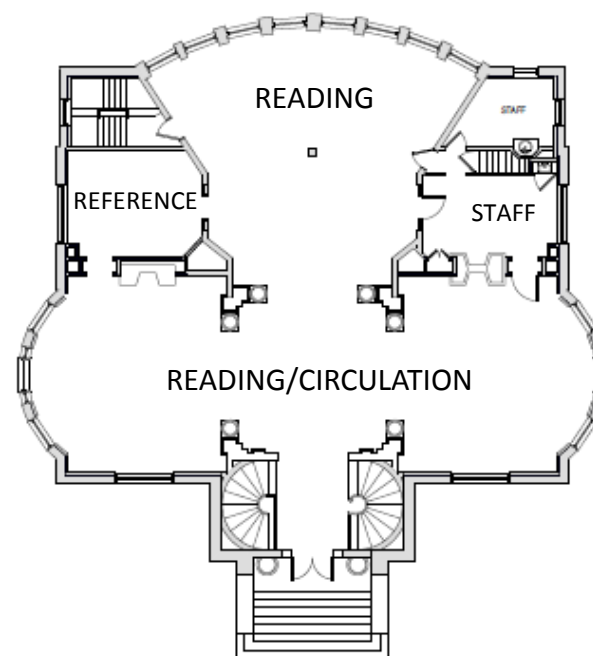
WEST BRANCH Site Analysis



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

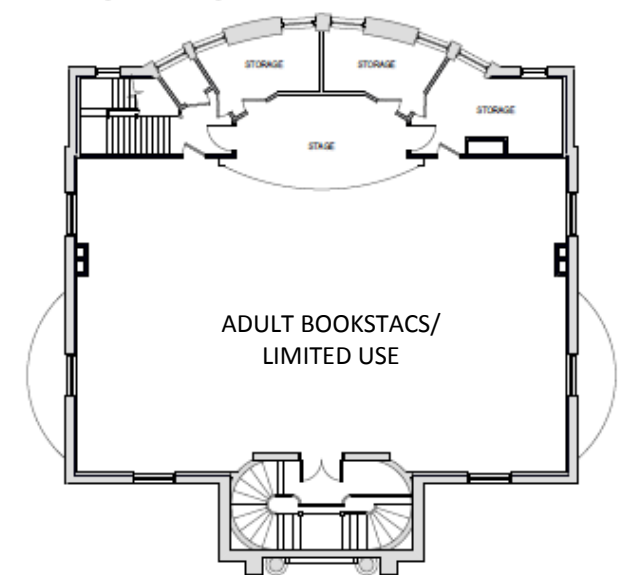


BASEMENT LEVEL



MAIN FLOOR

WEST BRANCH Existing Program



UPPER FLOOR

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

Key Program Needs & Challenges

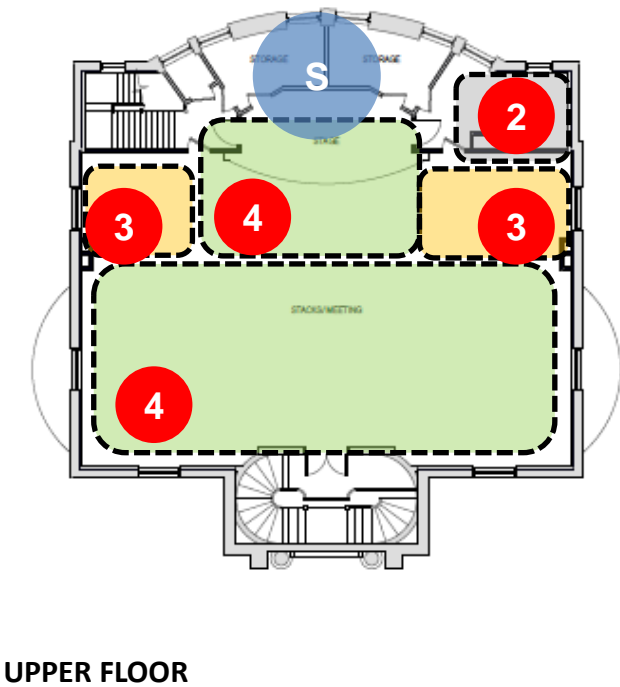
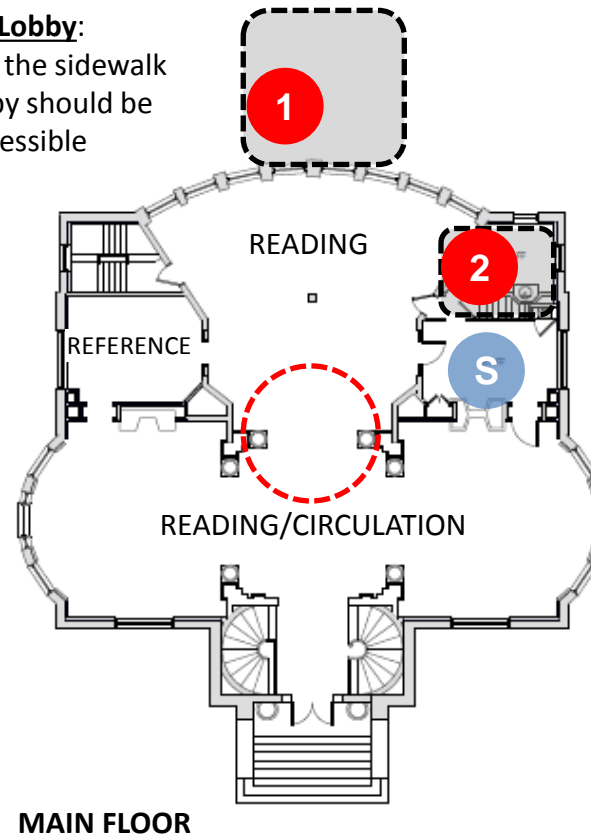
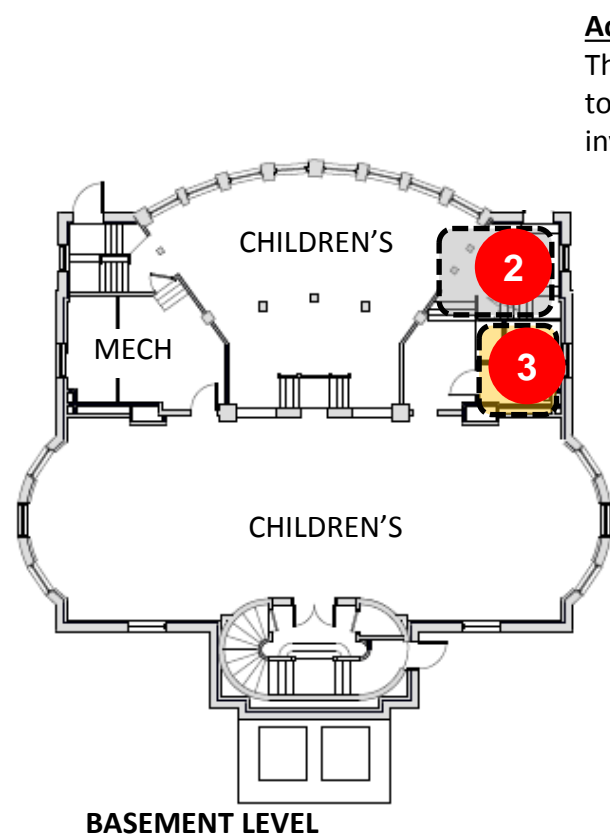
1. Accessibility
2. Annual circulation could be higher but 2nd floor does not encourage browsing
3. Limited space for AV
4. Additional graphic novels
5. Change furniture due to wear, comfort and use
6. Meeting space for 3-4 people
7. Special programs: Community Meetings, Arts council – 20 people
8. Larger 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)

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

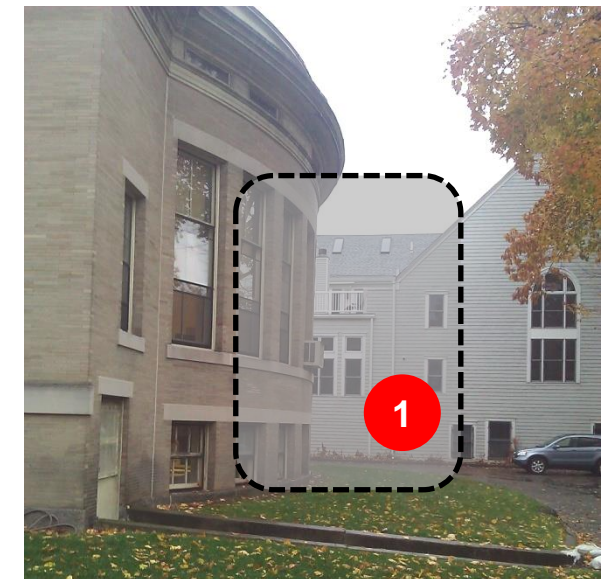


SCENARIO A

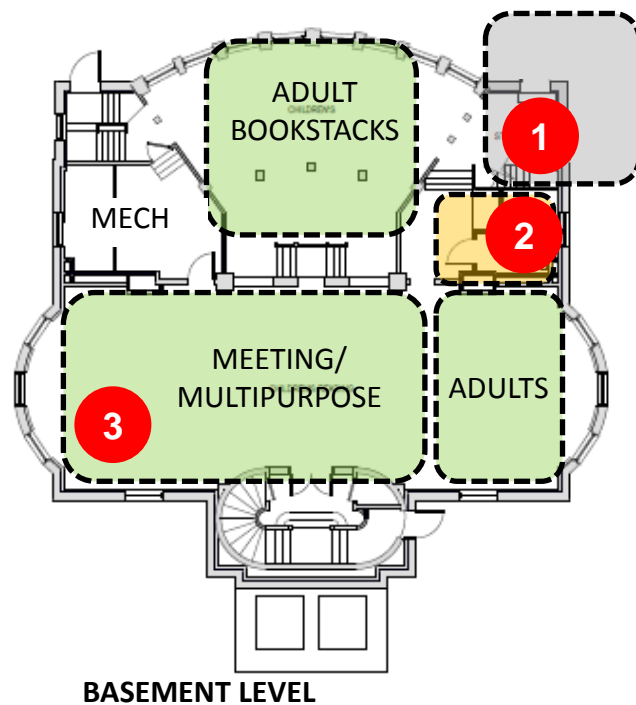
1. 1-1/2 story **New Lobby**: double height vestibule at grade level with stairs and lift to Main Floor.
2. Elevator
3. Toilets
4. Multipurpose room and bookstacks

S Staff area, support break room

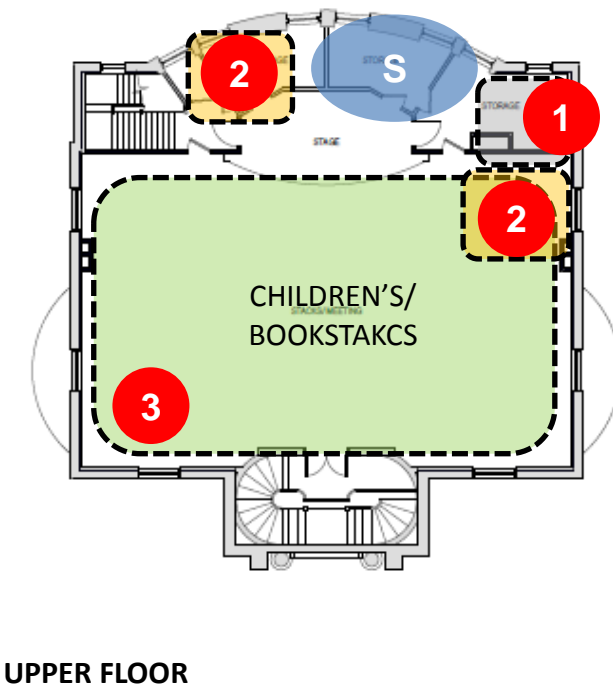
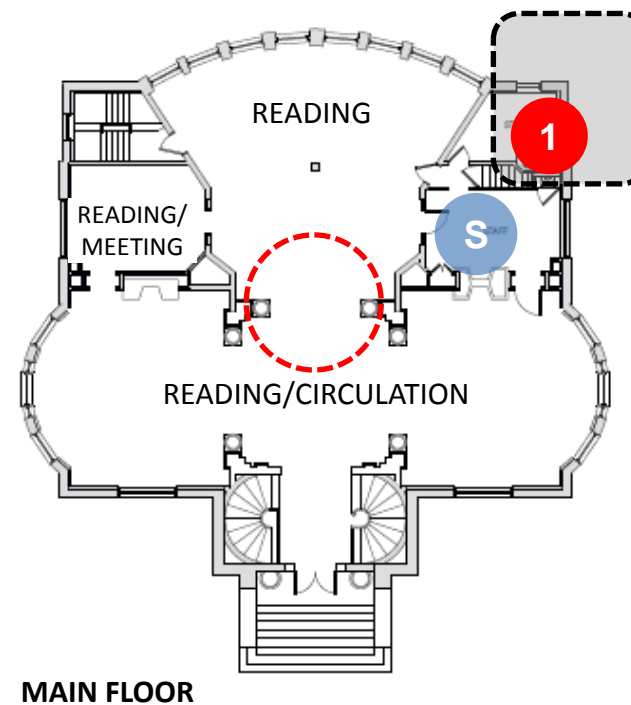
○ Front Desk and staff work area



WEST BRANCH, SCENARIO B Program Analysis

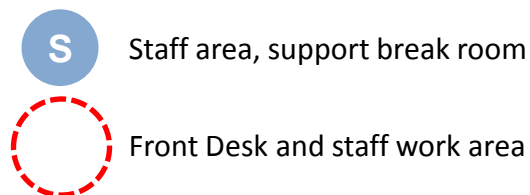


Access to New Vestibule:
The “trip” from the sidewalk to the new lobby should be inviting and accessible



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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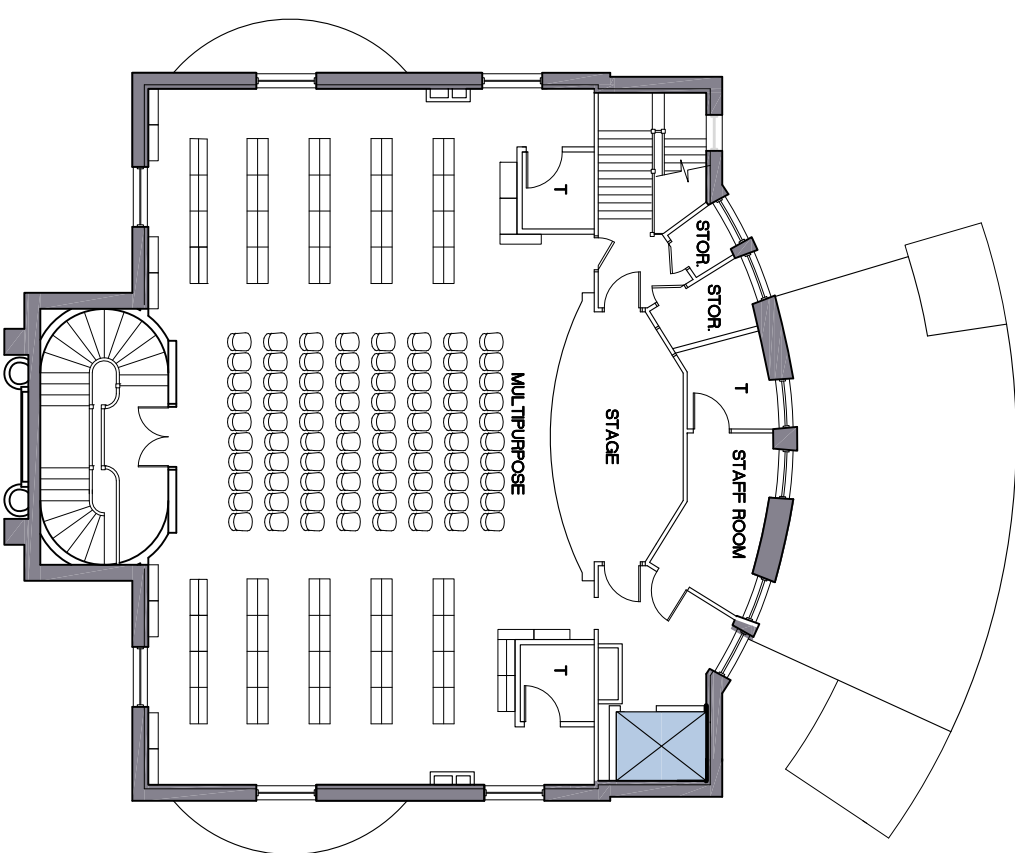
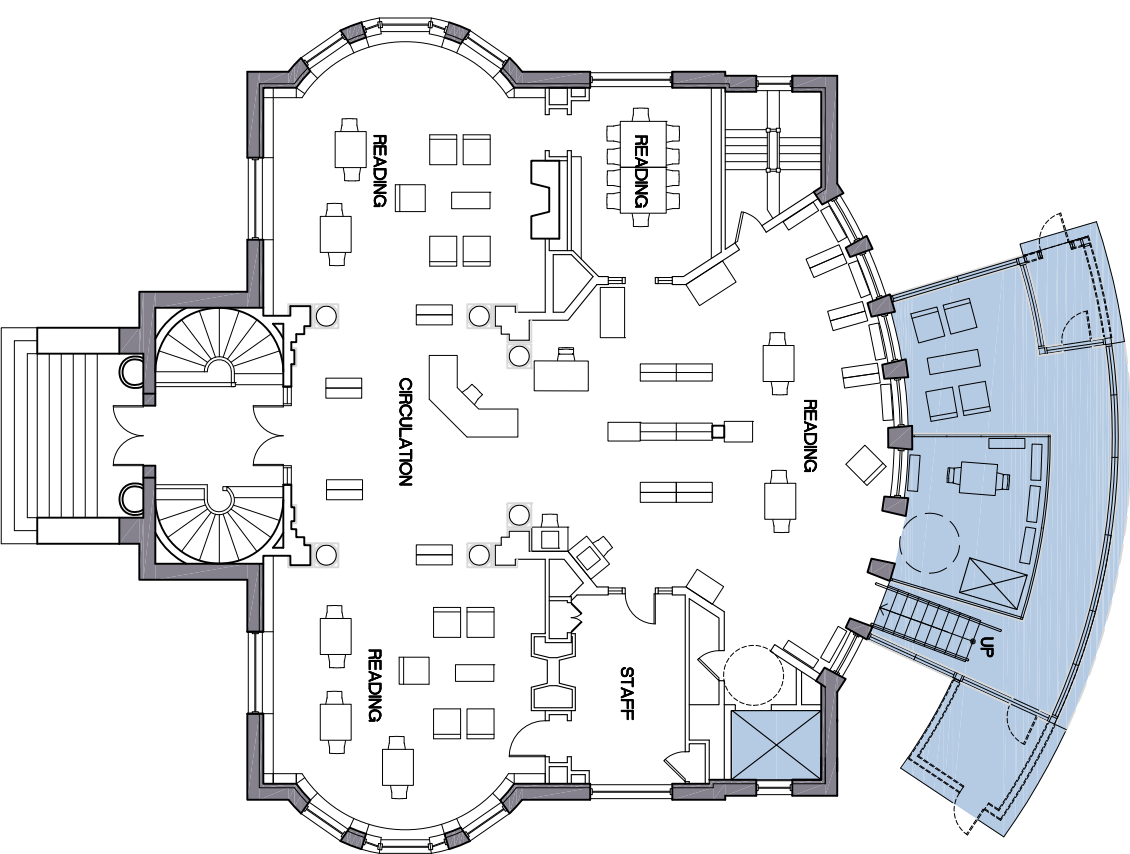
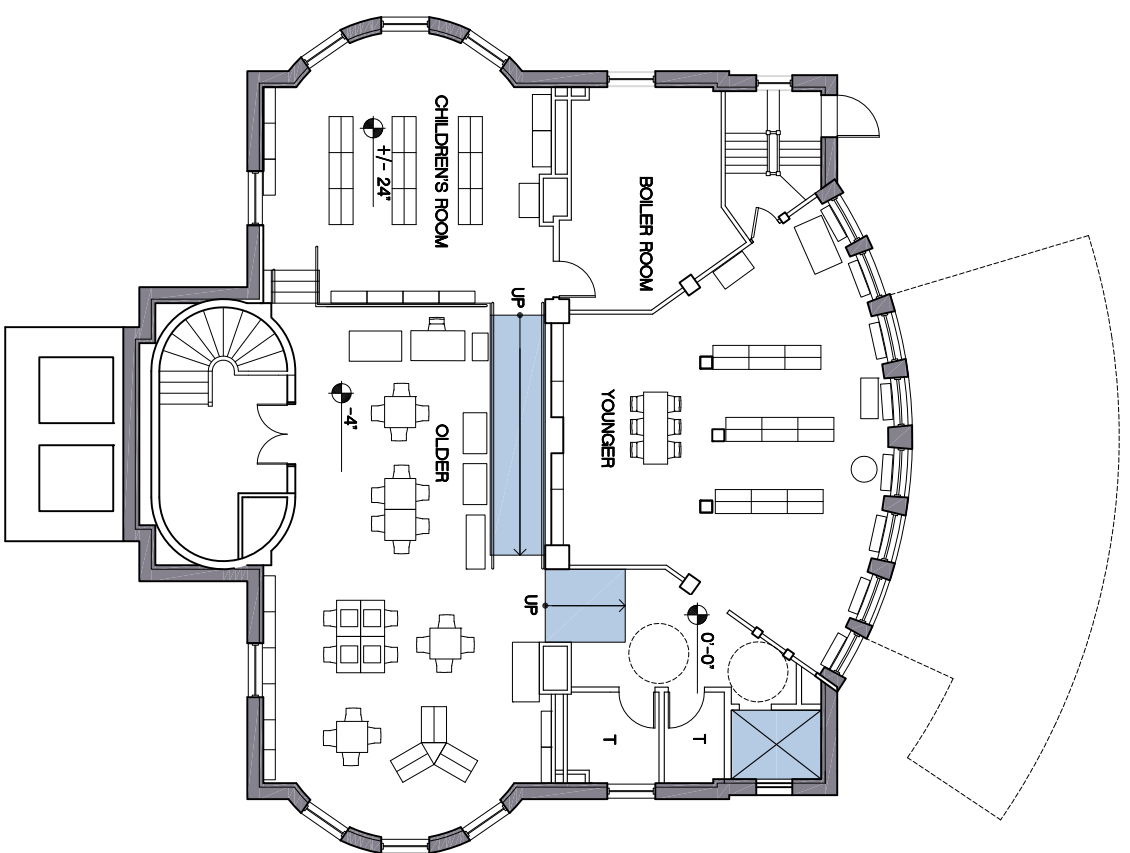
Collections breakdown based on 11/12 discussions

Seating based on existing accommodation

WEST BRANCH
Landscape Design Concept

Somerville Public Library
Building Assessment and
Feasibility Study

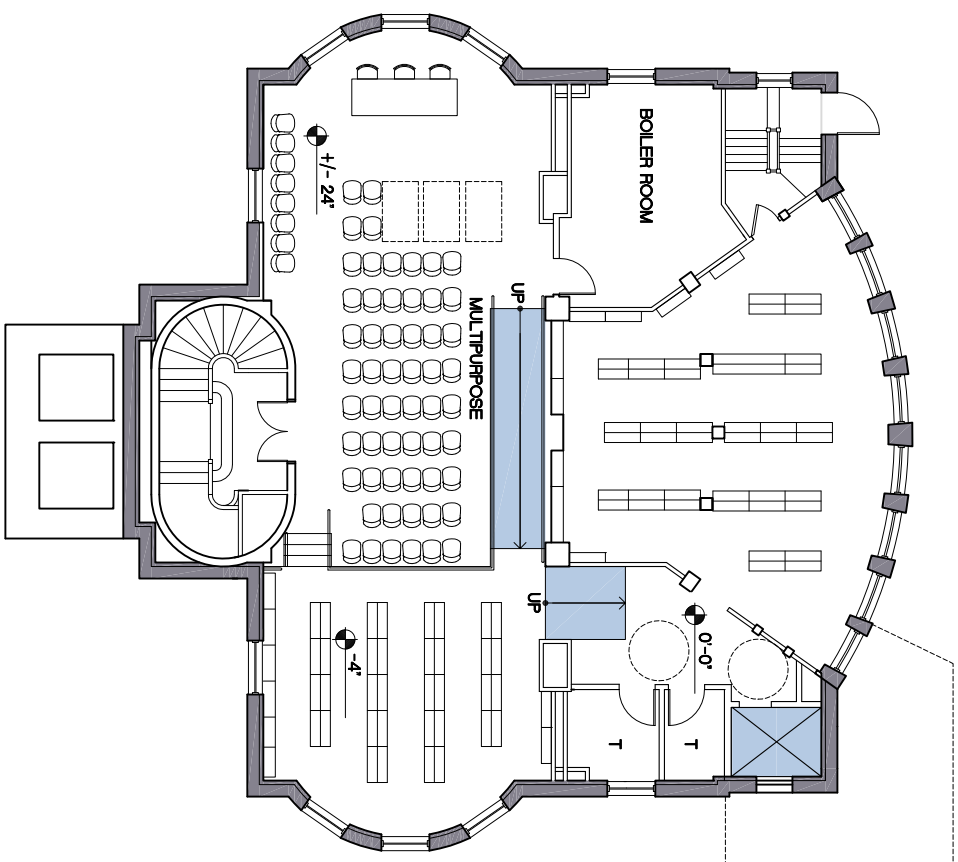




Somerville Public Library
Building Assessment and Feasibility Study

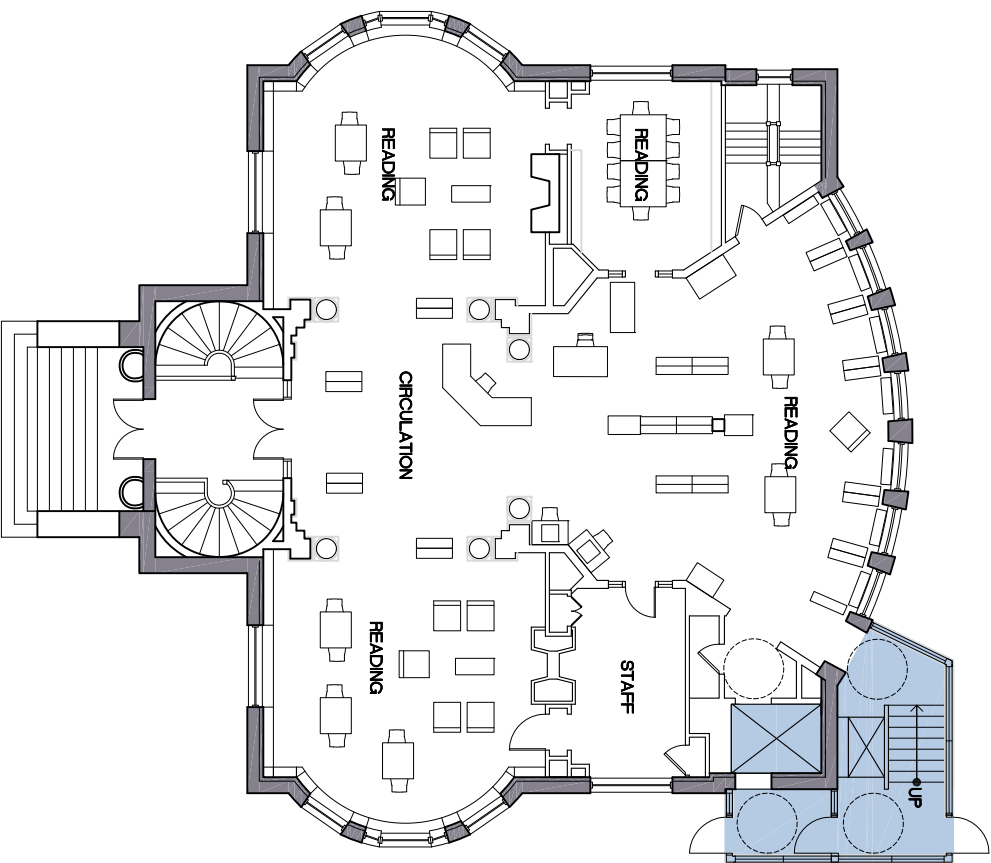
West Branch Scenario A

Weston & Sampson

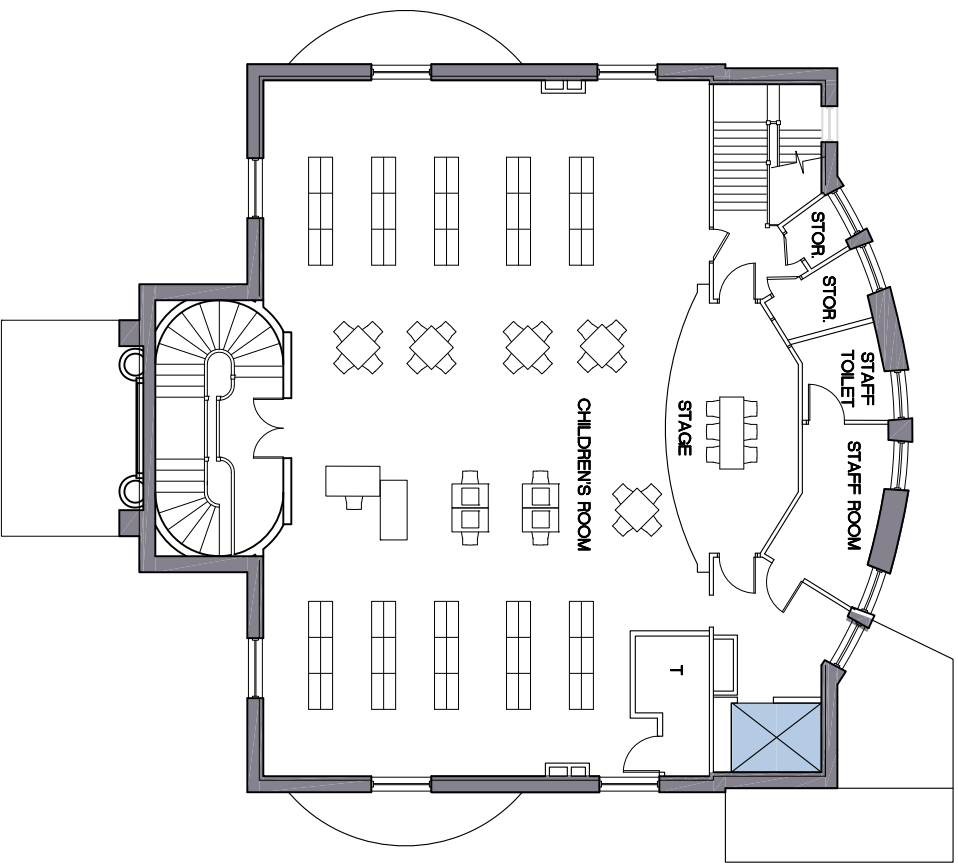


BASEMENT FLOOR PLAN

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

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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



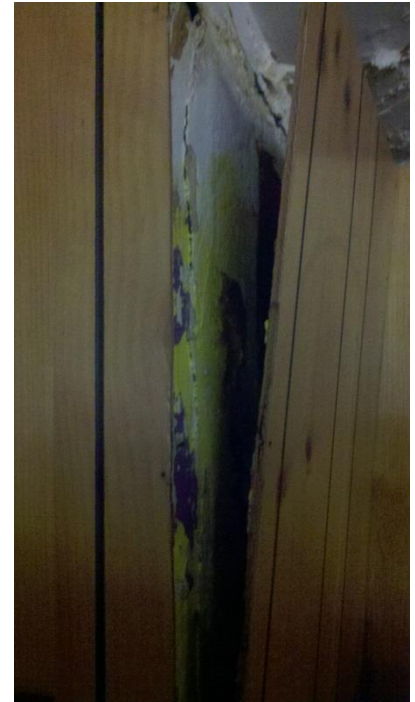
Acoustical (popcorn) ceiling



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)

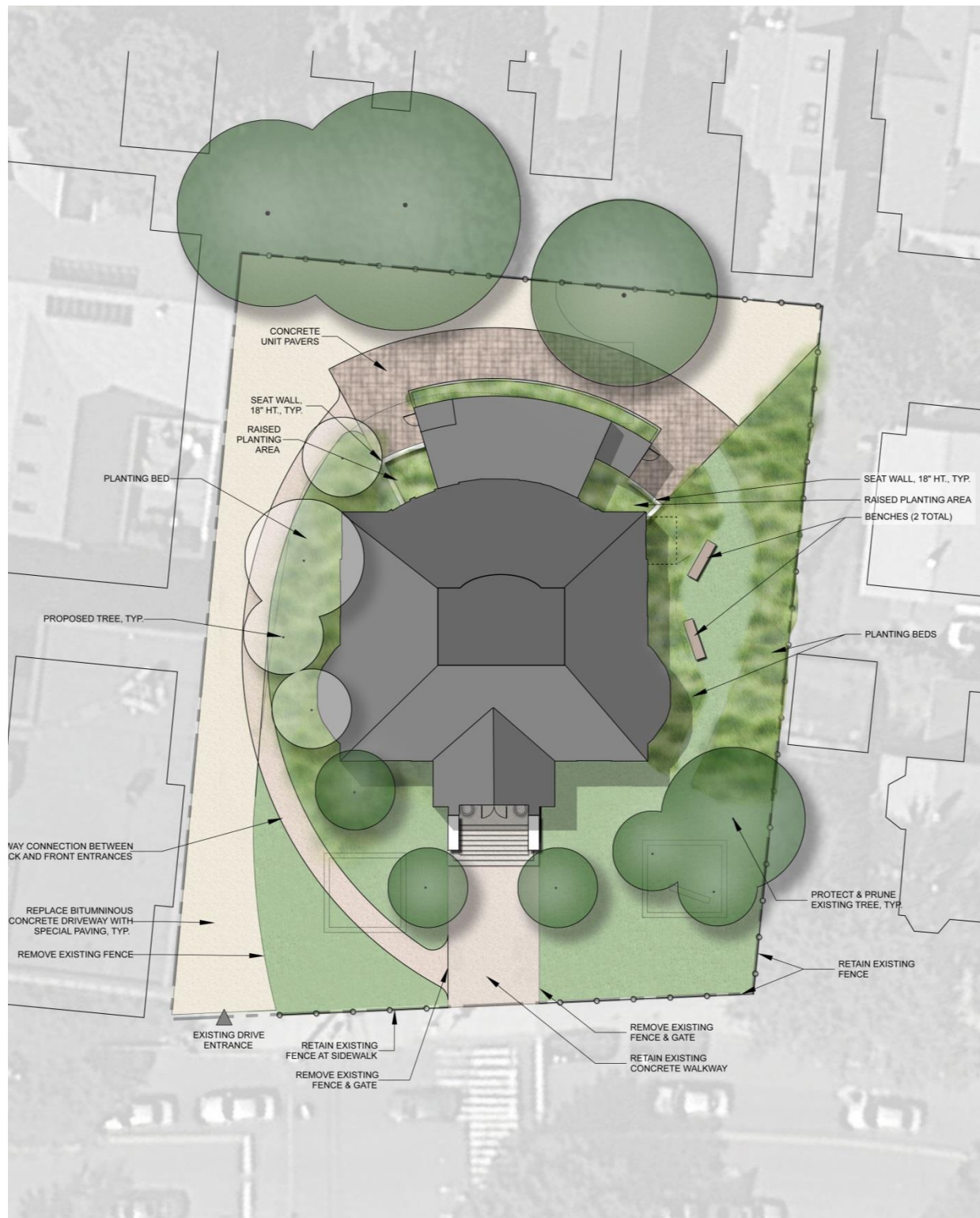


West Branch Existing Driveway



City Alley

Somerville Public Library Building Assessment and Feasibility Study

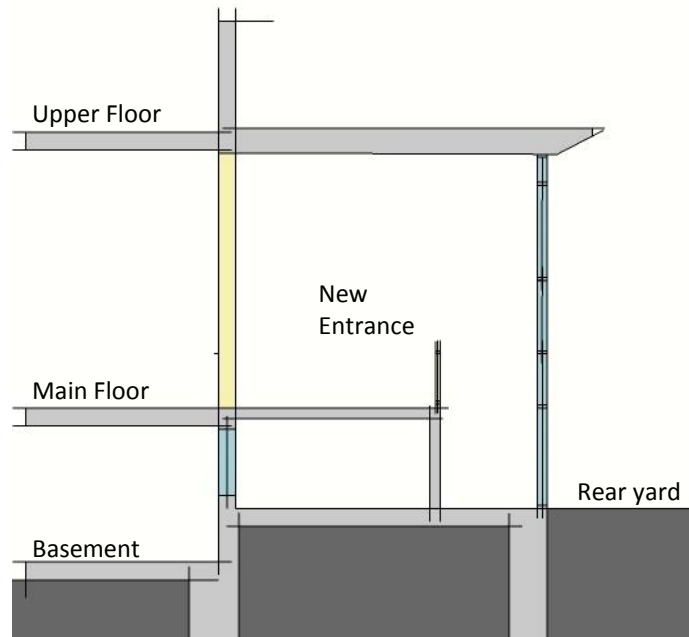


Concept landscape plan, West Branch

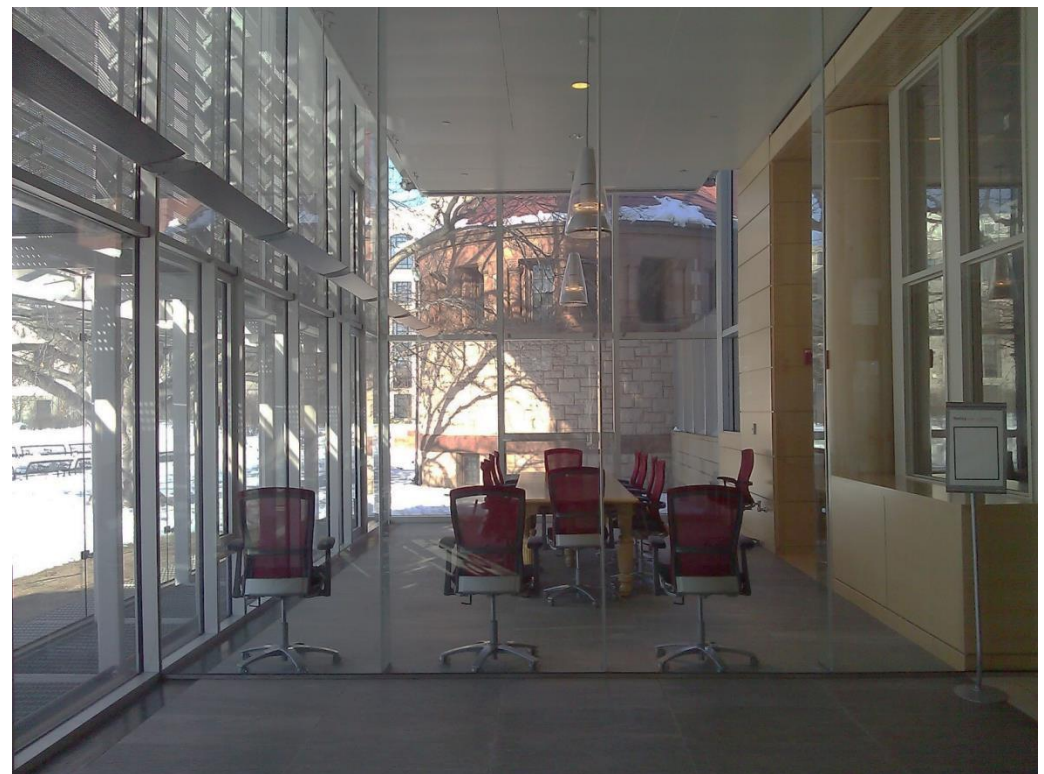
Somerville Public Library Building Assessment and Feasibility Study



Glass atrium with historic façade. Continuous pavement outdoor-indoor



Illustrative Section, West Branch Design concept



Multipurpose area within Library's entrance



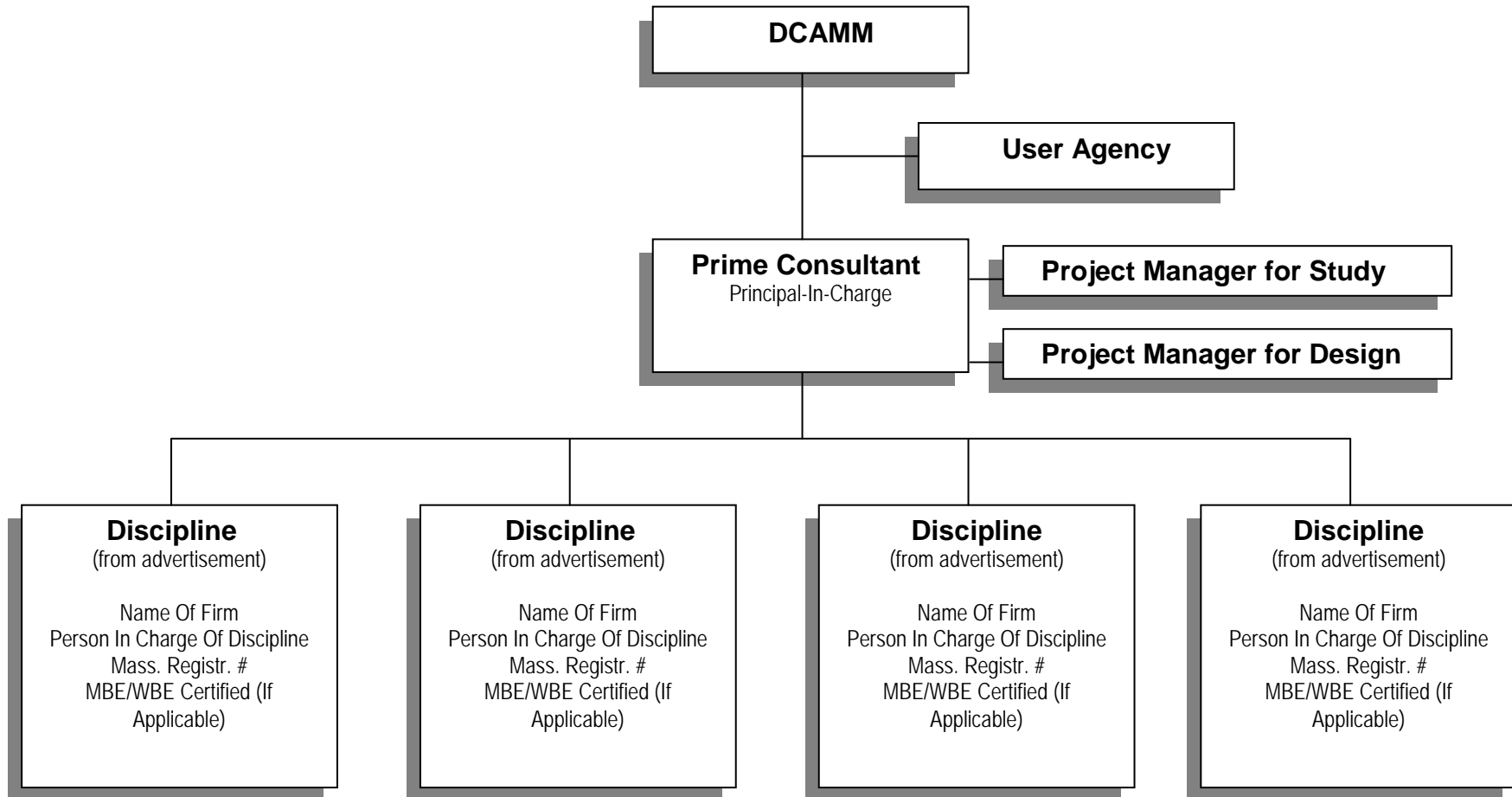
Children's room



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):																																																																																																				
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Admin. Personnel</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">()</td> <td style="width: 20%;">Ecologists</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">()</td> <td style="width: 20%;">Licensed Site Profs.</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">()</td> <td style="width: 20%;">Other</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">()</td> </tr> <tr> <td>Architects</td> <td>_____</td> <td>()</td> <td>Electrical Engrs.</td> <td>_____</td> <td>()</td> <td>Mechanical Engrs.</td> <td>_____</td> <td>()</td> <td>_____</td> <td>_____</td> <td>()</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>_____</td> <td>()</td> <td>Environmental Engrs.</td> <td>_____</td> <td>()</td> <td>Planners: Urban./Reg.</td> <td>_____</td> <td>()</td> <td>_____</td> <td>_____</td> <td>()</td> </tr> <tr> <td>Civil Engrs.</td> <td>_____</td> <td>()</td> <td>Fire Protection Engrs.</td> <td>_____</td> <td>()</td> <td>Specification Writers</td> <td>_____</td> <td>()</td> <td>_____</td> <td>_____</td> <td>()</td> </tr> <tr> <td>Code Specialists</td> <td>_____</td> <td>()</td> <td>Geotech. Engrs.</td> <td>_____</td> <td>()</td> <td>Structural Engrs.</td> <td>_____</td> <td>()</td> <td>_____</td> <td>_____</td> <td>()</td> </tr> <tr> <td>Construction Inspectors</td> <td>_____</td> <td>()</td> <td>Industrial Hygienists</td> <td>_____</td> <td>()</td> <td>Surveyors</td> <td>_____</td> <td>()</td> <td>_____</td> <td>_____</td> <td>()</td> </tr> <tr> <td>Cost Estimators</td> <td>_____</td> <td>()</td> <td>Interior Designers</td> <td>_____</td> <td>()</td> <td>_____</td> <td>_____</td> <td>()</td> <td>_____</td> <td>_____</td> <td>()</td> </tr> <tr> <td>Drafters</td> <td>_____</td> <td>()</td> <td>Landscape Architects</td> <td>_____</td> <td>()</td> <td>_____</td> <td>_____</td> <td>()</td> <td>Total</td> <td>_____</td> <td>()</td> </tr> </table>					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	_____	()
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5. Has this Joint-Venture previously worked together? <input type="checkbox"/> Yes <input type="checkbox"/> No																																																																																																				

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



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number:
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project
h. Other Experience and 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
-------------	---

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, MA

CONTRACT FOR PROJECT MANAGEMENT SERVICES

CONTRACT # _____

DATE: _____

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

Contractor: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____

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

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

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

ARTICLE 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2: RELATIONSHIP OF THE PARTIES

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

be rendered in accordance with this Contract.

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

ARTICLE 3: RESPONSIBILITIES OF THE OWNER

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

ARTICLE 4: RESPONSIBILITIES OF THE OWNER'S PROJECT MANAGER

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

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

ARTICLE 5: SUBCONSULTANTS

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

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

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

ARTICLE 6: TERM AND TIMELY PERFORMANCE

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

ARTICLE 7: COMPENSATION

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

ARTICLE 8: BASIC SERVICES

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

8.1 Project Management (For All Phases)

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

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

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

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

8.1.4 Project Control

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

8.1.5 Project Budget

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

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

8.1.6 Cost Estimating

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

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

8.1.7 Project Schedule

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

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

8.1.8 Construction Schedule

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

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

8.1.9 Monthly Progress Report

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

8.1.10 MBE/WBE Compliance Monitoring (All Phases)

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

8.1.11 Site Investigations and Environmental Testing

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

8.1.12 Project Records and Reports (All Phases)

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

8.2 Feasibility Study/Schematic Design Phase

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

8.2.2 Design Monitoring

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

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

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

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

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

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

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

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

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

8.3 Change Order and Claims Administration

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

8.3.1 Change Order Administration

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

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

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

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

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

8.3.2 Claims and Disputes Management

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

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

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

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

8.4 Construction Documents

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

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

schedule.

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

8.5 Bidding Phase

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

assist, if directed by the City.

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

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

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

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

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

Construction Phase

8.6 Construction

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

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

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

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

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

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

Contractor Agreement are not being fulfilled.

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

8.6.8 Intentionally omitted.

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

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

8.6.11 Intentionally omitted.

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

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

8.7 Completion Phase

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

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

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

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

ARTICLE 9: EXTRA SERVICES

9.1 General

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10: REIMBURSABLE EXPENSES

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

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

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

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

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

ARTICLE 11: RELEASE AND DISCHARGE

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

ARTICLE 12: ASSIGNMENT, SUSPENSION, TERMINATION

12.1 Assignment:

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

12.2 Suspension

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

12.3 Termination

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

ARTICLE 13: NOTICES

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

ARTICLE 14: INDEMNIFICATION OF OWNER AND AUTHORITY

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

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

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

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

ARTICLE 15: INSURANCE

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

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

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

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

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

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

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

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

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

15.8 Professional Liability

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

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

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

15.9 Liability of the Owner’s Project Manager

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

ARTICLE 16: OWNERSHIP OF DOCUMENTS

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

ARTICLE 17: REGULATORY AND STATUTORY REQUIREMENTS

17.1 Truth-in-Negotiations Certificate: If the Owner's Project Manager's fee is negotiated, by signing this Contract, the Owner's Project Manager hereby certifies to the following:

17.1.1 Wage rates and other costs used to support the Owner's Project Manager's compensation are accurate, complete, and current at the time of contracting; and

17.1.2 The Contract price and any additions to the Contract may be adjusted within one year of completion of the Contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

17.2 The person signing this Contract certifies, as a principal or director of the Owner's Project Manager, that the Owner's Project Manager has not given, offered or agreed to give any person, corporation, or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Contract; no consultant to or Sub-consultant for the Owner's Project Manager has given, offered or agreed to give any gift, contribution or offer of employment to the Owner's Project Manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Owner's Project Manager or Sub-consultant of a contract by the Owner's Project Manager; and no person, corporation or other entity, other than a bona fide full-time employee of the Owner's Project Manager, has been retained or hired by the Owner's Project Manager to solicit for or in any way assist the Owner's Project Manager in obtaining this Contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Contract .

17.3 Revenue Enforcement and Protection Program (REAP): Pursuant to Massachusetts General Laws, Chapter 62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief that the Owner's Project Manager and the principals thereof are in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

17.4 Interest of Owner's Project Manager: The Owner's Project Manager hereby certifies that it is in compliance with the provisions of General Laws Chapter 268A whenever applicable. The Owner's Project Manager covenants that 1) he/she presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the services required to be performed under this Contract or which would violate M.G.L. Chapter 268A, as amended from time-to-time; 2) in the performance of this Contract, no person having any such interest shall be employed by the Owner's Project Manager; and 3) no partner or employee of the firm is related by blood or marriage to any officer, official, or employee of the City, unless approved by the State Ethics Commission.

17.5 Equal Opportunity: The Owner's Project Manager shall not discriminate in employment against any person on the basis of race, color, religion, national origin, sex, sexual

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

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

Signature Page Follows

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

CITY OF SOMERVILLE

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

Edward Bean
City Auditor

Joseph A. Curtatone
Mayor

Angela M. Allen
Purchasing Director

Department Head

APPROVED AS TO FORM:

Francis X. Wright, Jr.
City Solicitor

VENDOR

X_____
Signature of Authorized Agent of Vendor

Printed Name of Authorized Agent of Vendor

Title of Authorized Agent of Vendor

Street Address of Vendor

City, State and Zip

Tax ID #

FOR CORPORATIONS ONLY:

Clerk's Signature

Print or Type Clerk's Name

ATTACHMENT A

PAYMENT SCHEDULE

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

Hourly Rate Schedule

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

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

Design Development/Construction

Document/Bidding Phase

Construction Phase/Final Completion

Extra Services
(Identify by Category)

Reimbursable Services (Identify by
Category)

Independent Cost Estimates (included in base fee)

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