

FY23 APPLICATION SUPPLEMENT

SAMPLE GRANT AGREEMENT AND PRESERVATION RESTRICTION

The CPC, acting through the City, will execute a Grant Agreement or a Memorandum of Understanding (MOA) with each recipient that is awarded CPA funds. The Grant Agreement or MOA will govern the use and disbursement of the funds. It will contain a description of the project, scope, and budget, and will identify the contact person responsible for overseeing the project.

Grant Agreements with Non-City organizations will also include program guidelines and standard forms and attachments, included in this section. Please review the sample forms and preservation/ conservation restriction, as funds will not be disbursed without an executed GA that includes all of the required attachments.

For projects that require a preservation or conservation restriction, the City will retain the services of a consultant to prepare the restriction documents for the property that is to be improved with grant funds. Preservation restrictions must be approved by the Massachusetts Historical Commission (MHC), while conservation restrictions must be approved by the Executive Office of Energy and Environmental Affairs (EOEEA). Funds will not be disbursed until the grant recipient has signed the final restriction documents (as approved by MHC/EOEEA and the City) and submits Assent forms signed by any entities which hold mortgages on the property. Once executed by the grant recipient, preservation or conservation restrictions will then be accepted by the City Council, Mayor, and HPC if applicable, approved by MHC or EOEEA, and then filed at the Registry of Deeds.

The following forms or specifications are included in this packet for your review. **They are not required to be submitted as part of the Grant Application** but are similar to the forms or attachments that will be required of recipients if the grant is awarded.

CPA Grant Agreement

- ☐ Grant Agreement General Conditions
- ☐ Disbursement Guidelines
- ☐ ADA Compliance Acknowledgement

City of Somerville Standard Contract Forms

(Note that some of the contract forms listed below will not apply for some projects.)

- ☐ General Grant Agreement
- ☐ Certificate of Authority
- ☐ Evidence of Insurance
- ☐ Certificate of Good Standing (Massachusetts)
- ☐ Side Guard Ordinance Acknowledgement
- ☐ Grant/Trust Disclosure Form
- ☐ Tax Exempt Form
- ☐ Campaign Contribution Disclosure
- ☐ Somerville Living Wage Ordinance Acknowledgement

Sample Restrictions (available upon request)

- ☐ Preservation Restriction
- ☐ Conservation Restriction
- ☐ Public Access Agreement

City of Somerville, Massachusetts
Community Preservation Act
Standard CPA Grant Agreement General Conditions
Amended January 13, 2022

1. Requirements for Release of Funds. The Grantee hereby acknowledges and expressly agrees that all disbursements of grant funds to the Grantee shall comply with the CPA Funds Disbursement Guidelines, a copy of which is attached hereto and incorporated herein.
2. Public Records Law. All documents, including but not limited to photographs, videos, etc. submitted to the CPC shall become the property of the City of Somerville and shall be available for use by the City and available to the public under the Massachusetts Public Records Law.
3. Image Release. The Grantee must obtain prior permission, with a signed photo/video release, for images of individuals shared with the City of Somerville, stating that the image can be shared with the City of Somerville and are aware that it can be used for publicity purposes at the sole discretion of the City of Somerville. Parents or legal guardians must sign a release form for minors who appear in photographs. The Grantee must provide the City with a copy of the release upon request.
4. Project Liaison. The CPA Manager will serve as Project Liaison for the Project. The Grantee shall cooperate with the Project Liaison, including providing access to the project site at reasonable times and with reasonable notice. The Project Liaison shall serve as the agent of the Community Preservation Committee ("CPC") for the purpose of monitoring project compliance with the terms of this Grant Agreement and shall periodically report to the CPC regarding the progress of the Project and the compliance of the Grantee with the terms of this Grant Agreement.
5. Records and Monitoring. The Grantee agrees to maintain such records with respect to utilization of the grant funds and income derived therefrom as are kept in the normal course of business and such additional records as may be required by the City. The City may periodically evaluate the performance of the Grantee and may make a determination as to whether the Grantee has conformed to this Agreement and has a continuing capacity to carry out the funded activities in the manner required pursuant to this Agreement.

Said records shall be available for inspection by the City during normal business hours and as often as the City may deem necessary. The Grantee shall make available all such records and documents as requested by said parties for audit and/or monitoring. The City shall be entitled to examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement, provided said record does not contain proprietary information of the Grantee.

6. Deed Restrictions. Pursuant to Massachusetts General Law Chapter 44B, Section 12 every project that involves the acquisition of any interest in real property with CPA funds shall be bound by a permanent deed restriction that meets the requirements of M.G.L. c. 184, limiting the use of the interest to the purpose for which it was acquired. The CPC may also require, as a condition of a CPA funding grant, that real property which is benefited by grant funding be bound by a permanent deed restriction. Where applicable, the Grantee agrees to the imposition of such deed restriction in a form acceptable to the CPC.
7. Community Preservation Committee Conditions. The Grantee shall comply with all additional conditions placed on the grant offer by the CPC.
8. Compliance with Laws and Agreement. The Grantee understands and agrees that projects funded through this Grant Agreement are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. The Grantee also agrees to comply with all requirements of this Grant Agreement. The Grantee shall comply with all applicable federal and state laws and city ordinances and regulations, including but not limited to the Americans with Disabilities Act and Massachusetts Architectural Access Board regulations, which in any manner may affect the performance of this Grant Agreement.
9. Permits and Licenses. It is the obligation of the Grantee to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by awarding this grant.
10. No Liability of City. By making this grant, the City does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this Grant Agreement shall be construed to render any elected or appointed official or employee of the City, or their successors in office, personally liable for any obligation under this Grant Agreement.

The Grantee shall indemnify, defend (with counsel acceptable to the City, whose acceptance shall not be unreasonably withheld), and hold harmless the City of Somerville, its officers, agents, employees, and representatives from and against any and all claims, suits, actions, liabilities, losses, damages, costs and expenses (including attorney's fees and expert's fees) of any nature arising from or in connection with any act or omission resulting in any way from the performance of Grantee, its agents, officers, employees, contractors, or subcontractors under this Agreement.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

11. Insurance Requirements. Unless exempted, the Grantee shall provide the City with a Certificate of Insurance in the amount of \$1,000,000 or greater covering General Liability including Bodily Injury, Property Damage, and Personal Injury. The City shall be named as an additional insured on this certificate.

12. Community Preservation Act Awareness. Upon commencement of the Project, and when required by the CPC or its Project Liaison, the Grantee agrees to post a sign stating that the Project was funded through the City of Somerville's Community Preservation Act program. A temporary sign may be used during construction, but a permanent sign, plaque, or similar marker is ultimately required upon completion of construction. Payment, design, and location of the sign will be agreed upon by the Grantee and the Project Liaison. The Grantee shall also identify that the Project was funded through the City of Somerville's Community Preservation Act program in its written materials about the Project, including press releases, brochures, etc.
13. No Assignment. This Grant Agreement may not be assigned by the Grantee.
14. Grant Term and Scope. Projects must be completed within three (3) years, or the term indicated in the Grant Agreement. If the project will not be completed within this timeline, the Grant Recipient must request of the CPC an extension of the grant term, which must be approved by City Council. The CPC reserves the right to cancel or rescind an award which is not completed or has not been started within 3 years. Grant Recipients may also make a request to the CPC to amend the Grant Agreement to change the scope of work to be funded through the grant.
15. Default and Termination. In the event of any dispute, claim, question or disagreement arising from or relating to this Grant Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach an equitable solution satisfactory to both parties. If the parties are unable to reach such a solution and the CPC alleges that the Grantee has failed to fulfill its material obligations set forth under the terms of this Grant Agreement and is in breach, the CPC shall deliver written notice to the Grantee indicating such breach. Upon the Grantee's receipt of said notice, the Grantee shall immediately cease to incur any additional expenses in connection with this Grant Agreement, and the Grantee shall have thirty (30) days, or a reasonable time as agreed by the parties, to cure the breach. In the event the Grantee requires further time to correct the breach and demonstrates a good faith effort to do so, the Grantee and the CPC may extend the time to correct in writing by mutual agreement. If the Grantee fails to correct the breach, the CPC shall have the right, in its sole discretion, to terminate this Grant Agreement upon reasonable written notice to the Grantee. Notwithstanding the foregoing, upon immediate notification to the CPC, the Grantee shall not be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond its control and without its fault or negligence.
16. Return of Funds.
 - a. Upon completion of the Project, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof.
 - b. If the City determines that funds have been spent on purposes not included in the Grantee's application for CPA funds or otherwise not authorized by the CPC or under the CPA, the Grantee shall be liable to repay these funds to the City.

- c. In the event this Grant Agreement is terminated pursuant to the provisions of Section 14 hereof, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof.
 - d. If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Grantee, the Grantee shall be liable to repay to the City the entire amount of funding provided under this Agreement, and the City shall take such steps as are necessary, including legal action, to recover said funds.
 - e. In the event the City is required to take legal action under this Grant Agreement, the Grantee shall be liable for all of the City's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.
 - f. All returned funds shall be deposited into the CPA Fund and shall be made available for future grants to other recipients.
17. Notice. Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested, or by other reputable delivery service to the parties hereto at the following address:
- | | |
|--------------------|---|
| If to the Grantee: | Contact information specified on the face of this Grant Agreement |
| If to the CPC: | CPA Manager
Somerville City Hall
93 Highland Ave.
Somerville, MA 02143 |
18. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby.
19. Governing Law. This Agreement constitutes the entire agreement between the parties hereto and may be amended only in writing executed by both the City of Somerville and the Grantee. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Grantee.

City of Somerville, Massachusetts
Community Preservation Committee
CPA Funds Disbursement Guidelines

The CPC, acting through the City, will disburse CPA funds to non-City organizations ("Grantees") according to the guidelines below. The CPC reserves the right to change these disbursement guidelines prior to grant agreement execution and will notify all interested persons should it do so.

Requirements for Disbursement

The City requires the following for disbursement of CPA funds:

1. **Appointment of Grantee Contact.** Grantees must appoint a single point of contact to be responsible for the CPA grant and to interact with the City.
2. **An executed grant agreement.** Grantees will receive CPA funds in the form of a grant from the City of Somerville, which will be governed by a grant agreement with the City. The grant agreement is a contractual document that will be signed by the following individuals: the Grantee's authorized representative, the CPA Manager (on behalf of the CPC), the Purchasing Director, the City Solicitor, the City Auditor, and the Mayor.
3. If applicable, **an executed Preservation Restriction or Conservation Restriction.** For projects where a permanent restriction is required as a condition of funding, the PR or CR as drafted by the City and approved by MHC must be signed by the Grant Recipient, and Assents must be signed by any entities which hold mortgages on the property before funds will be released.
4. **A disbursement schedule.** The disbursement schedule will identify project phases and a disbursement amount for each project phase and will be included in the grant agreement. The City will reserve 10% of each grant as the final disbursement for every project.
 - a. Unless otherwise agreed to by the CPA Manager and Grantee, the disbursements should be tied to specific deliverables and milestones.
5. **Project-specific deliverables or milestones.** The CPA Manager and the Grantee will identify a set of deliverables or milestones tied to each project phase, and disbursement will be tied to the completion of them (see below). These phase-specific deliverables/milestones will be agreed upon ideally prior to the execution of the Grant Agreement and at the latest prior to the commencement of each phase.
6. **An invoice and grant report for each project phase.** Grantees must submit an invoice for each disbursement of CPA funds and append to this invoice a grant report, using the CPA Grant Report Form provided by the CPA Manager. The invoice shall include the following information: Grantee name, Grantee remit address, invoice date, invoice number, purchase order number, and grant disbursement amount. The City will not release a disbursement unless the CPA Manager has approved and signed the corresponding invoice and Grant Report Form.
7. **Photos.** Grantees must submit at least three high-resolution photos of their project with each invoice and grant report. Grantees must submit photos of the project before work commences.

with their first invoice and grant report and photos of the completed project with their final invoice and grant report. All photos must be submitted to the CPA Manager via email.

8. **Periodic on-site meetings.** The CPA Manager will visit the project site on a periodic basis to meet with the Grantee Contact and other relevant project staff to discuss and monitor progress.

Disbursement System

The City will disburse funds to Grantees using either a phased disbursement system or a reimbursement system. Each Grantee will select its preferred system.

1. **Phased disbursement system.** Under a phased disbursement system, the City will forward fund each phase of the project. The City will only release disbursements for Phases 2 and beyond after all deliverables and milestones for the previous phase have been successfully completed (i.e., once the previous phase's deliverables/milestones have been reconciled). The following chart summarizes this system using an illustrative example:

Phased Disbursement System Example				
Phase #	Anticipated Milestones and Time Period	Anticipated Invoice/ Report Date	Grant Report Content	Disbursement Released (assuming 2 week processing time)
1	1/1 – 3/31	4/1	Discusses anticipated Phase 1 work	1/15
2	4/1 – 6/30	7/1	Reconciles Phase 1 & discusses anticipated Phase 2 work	4/15 IF Phase 1 is reconciled
3	7/1 – 9/30	10/1	Reconciles Phase 2 & discusses anticipated Phase 3 work	7/15 IF Phase 2 is reconciled
10% reserve	n/a	As early as 10/1	Reconciles all Project deliverables, including Phase 3 deliverables	10/15 IF all Project requirements are complete

2. **Reimbursement system.** Under a reimbursement system, the City will reimburse Grantees for expenses incurred. The City will only release the disbursement for each phase once the deliverables/milestones for that phase have been successfully completed, or reconciled. The following chart summarizes this system using an illustrative example:

Reimbursement System Example				
Phase #	Phase Time Period	Invoice/ Report Date	Grant Report Content	Disbursement Released (assuming 2 week processing time)
1	1/1 – 3/31	4/1	Reconciles Phase 1 & discusses anticipated Phase 2 work	4/15 IF Phase 1 is reconciled
2	4/1 – 6/30	7/1	Reconciles Phase 2 & discusses anticipated Phase 3 work	7/15 IF Phase 2 is reconciled
3	7/1 – 9/30	10/1	Reconciles Phase 3	10/15 IF Phase 3 is reconciled
10% reserve	n/a	As early as 10/1	Reconciles all Project deliverables	10/15 IF all Project requirements are complete

**Somerville Community Preservation Act
Compliance with Americans with Disabilities Act
and 521 Code of Massachusetts Regulation**

Project Name:		
Grantee Name:		
Grantee Address:		
Grantee Contact Name, Email, & Tel./Fax #:		
I certify as follows:		
Check appropriate box:	<input type="checkbox"/> The property is already in full compliance with ADA and 521 CMR. <input type="checkbox"/> The CPA funded project does not trigger the need for compliance. <input type="checkbox"/> The CPA funded project will bring the property into full compliance or will contribute to a phased plan to bring the property into full compliance. <input type="checkbox"/> The property owner is currently applying for the appropriate variances with the Massachusetts Architectural Access Board.	
X	Date Signed:	
	Print Title:	
Grantee Signature (Duly Authorized):		Print Name:



City of Somerville Community Preservation Act



Standard CPA Grant Agreement Form

This Grant Agreement, numbered _____, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City") and the Community Preservation Committee ("CPC") and the Grantee, defined below, ("Grantee") to ensure that the funds governed by this agreement at the amount described below (the "Funds") are used for purposes defined in this document and in accordance with the CPA, M.G.L. c.44B.

The Grantee shall complete the project as described in the Project Application submitted to the CPC, as may be amended by the CPC upon award, which is incorporated into this Grant Agreement by reference (the "Project"). The Project may be amended upon approval by the CPC. The Grantee agrees to complete the Project in accordance with the funding conditions as set forth by the CPC in Appendix A and the Standard CPA MOA General Conditions as set forth within Appendix B, made part hereof.

Project Name:		
Grantee Name:		
Grantee Address:		
Grantee Contact Name, Email, & Tel./Fax #:		
CPC Project Liaison:		
Grant Amount:		
Purchase Order #:		
Grant Term:	through	
Term:	The term of this Grant Agreement shall commence on 1/0/1900 and shall end on 1/0/1900 The Grantee shall complete the Project prior to the end of the Grant Agreement term (the "Completion Date"), unless the CPC grants an extension for good cause shown.	
Grant Funds Disbursement:	The City agrees to grant the Grantee a total not to exceed \$___ to complete the Project in accordance with the Grant Agreement Documents. Grant funds disbursement is specified in the attached Appendix B , made part hereof.	
Grantee Certifications:	<p>The Grantee agrees to perform this Grant Agreement and complete the Project in accordance with the attached CPC Funding Recommendation and the terms of this Agreement and all Appendices, attached hereto and made a part hereof. Under the pains and penalties of perjury, the Grantee certifies that it is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The Grantee certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Grantee, the Grantee is responsible for penalties.</p> <p>TIN: The Grantee certifies that its accurate federal tax identification number as reported to the IRS is:</p> <p>This Grant Agreement has been duly executed and delivered on behalf of the Grantee by its:</p> <p>Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee,</p> <p>other: _____; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.</p>	

IN WITNESS WHEREOF, the City and the Grantee have executed this Grant Agreement as a sealed instrument on
This, the 22nd day of February 2021

GRANTEE

X	Date Signed:
	Print Title:
	Print Name:
Grantee Signature (Duly Authorized):	

CITY

City Auditor's Encumbrance Statement

I hereby certify that the total grant amount is \$___ and that an unencumbered balance of

\$_____ is available for the current fiscal year of this grant agreement. I further certify that a sum of

\$_____ is hereby encumbered against the appropriate account for the purposes of this grant agreement and as funds become available, I will encumber additional sums as are required under this grant agreement.

X	X
Edward Bean, City Auditor	Katjana Ballantyne, Mayor
X	X
Angela M. Allen, Purchasing Director	Approved as to form: Francis X. Wright, Jr., City Solicitor
X	
George Proakis, Executive Director	



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)



GRANT AND TRUST FUNDS DISCLOSURE FORM
PURSUANT TO CITY OF SOMERVILLE CODE OR ORDINANCES SEC. 15

(copies of the Ordinance are available upon request)

Instructions: All applicants for grant and/or trust funds administered by the City must complete this form as part of its application submission to the City of Somerville. Complete all sections of this form.

Section 1

Legal Name of Applicant:

Indicate whether the applicant had any grant, contract, or agreement with a federal, state or local agency terminated within the last three (3) years.

Check One:

- Yes** (If yes, please identify the grant, contract, or agreement including parties, term, and cause of termination on an additional page.)
- No**

Section 2

Applicants are required to disclose any circumstances constituting a conflict of interest or potential conflict of interest arising from or relating to the proposed grant or trust disbursement, whether real or apparent.

Conflict of Interest Prohibited. No employee, officer or agent of the grantee shall participate in any particular matter, including but not limited to, the selection, or in the award or administration of a contract, grant or subgrant, or employment agreement administered by way of funds received by the City of Somerville if a conflict of interest, real or apparent, would arise. Such a conflict would arise when:

- 1) an employee, officer or agent, or
 - 2) any member of his or her immediate family, or
 - 3) a business organization in which he or she is serving as officer, director, trustee, partner, or employee; or
 - 4) any person or organization with whom he or she is negotiating or has any arrangement concerning prospective employment,
- has a financial or other interest in the person or entity selected for an award, or a contract, grant, subgrant, or employment agreement of the grantee or the funds for which originate from or are awarded through the city.

Check One:

No Conflict Of Interest

Potential or Actual Conflict of Interest (If checked, disclose in detail all relevant facts, including names of individuals or organizations, relevant contract, grant, subgrant or employment agreement, and source of funding on an additional page.)

Section 3

Attach a copy of applicant's policy addressing conflicts of interest that may arise involving management, employees and the members of its board of directors or other governing body. See the *City of Somerville Code of Ordinances Section 15-42(c)* for complete requirements. Should the policy be revised during the grant term, a copy of the revised policy must be submitted to the City within thirty (30) days of being revised.

Section 4

Identify all officers, employees, contractors, subgrantees or other persons providing any type of service in relation to the proposed grant activity, in the following format. Use additional page(s) as necessary.

Name (Individual or Entity)	Association	Service Provided	Value of Service (\$)	Amount of City Funds Supporting Service (\$)	Mark "X" if individual or entity has had any grant, contract, or agreement with a federal, state or local agency terminated within the last 3 years.*

*If yes, please identify the grant, contract, or agreement including parties, term, and cause of termination on an additional page.

Section 5

This form is hereby completed on behalf of the applicant named above. Through the undersigned individual, the applicant hereby certifies that the completed form is true and accurate. The applicant acknowledges that it has read, understands, and agrees to comply with, the requirements of *City of Somerville Code of Ordinances Section 15*.

During the term of any grant, grantees have a continuing obligation to submit an updated Disclosure Form to the City of Somerville immediately as to any circumstances which constitute a potential or actual conflict of interest.

Signature:

Print Name of Authorized Individual:

Title:

Date:



CITY OF SOMERVILLE CAMPAIGN CONTRIBUTION ORDINANCE SEC. 15-72* MANDATORY DISCLOSURE AND CERTIFICATION FORM

INSTRUCTIONS: APPLICANTS, PLEASE COMPLETE THE ENTIRE FORM AND FILE WITH THE SAME CITY OFFICE OR AGENCY WITH WHOM YOU FILED OR WILL FILE BELOW APPLICATION.

PART I. APPLICATION FOR ITEM

Describe the item you have, or will apply for, relating to this disclosure:

ITEM:	
TYPE (X):	<input type="checkbox"/> Contract <input type="checkbox"/> Zoning Relief <input type="checkbox"/> Real Estate <input type="checkbox"/> Financial Assistance
CITY DEPT. OR AGENCY:	

PART II. APPLICANT INFORMATION

Provide the following information for the Applicant:

NAME:	
ADDRESS:	
TELEPHONE NO.:	
E-MAIL:	

On Schedule A, you must also provide the same information for the Applicant's principals, chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, or persons performing similar functions, or shareholders in excess of ten percent and managing agent to the extent applicable. **Please complete Schedule A.** If sole proprietor, Schedule A is not required.

PART III. CAMPAIGN CONTRIBUTION DISCLOSURE

On Schedule B, Applicants must disclose all contributions made by the applicant during the 12 months prior to the application (identified in Part I), to any person who was a candidate for elective office of the City of Somerville (mayor, board of aldermen, and school committee). The attribution rules in Section 15-73 of the Somerville Code of Ordinances shall apply to the contributions that must be disclosed. **On Schedule B**, applicants must also disclose such contributions made by persons attributed to the applicant under the ordinance. If the applicant is an individual, any such contributions made by the individual, any spouse of the individual, and any children of the individual must be disclosed. If the applicant is not an individual but a corporation, partnership or limited liability corporation, then any contributions made by any of its chief executive officer, president, chief financial officer, treasurer, chief operating officer, chief procurement officer, directors, members, managers, principals, or persons performing similar functions, or shareholders in excess of ten percent, and their spouses and children, must be disclosed. **Please complete Schedule B. If disclosure is not required, please check N/A on Schedule B.** *Note: Contributions made before January 1, 2017 are not required to be disclosed.*

* Please see the Pay to Play and Campaign Contribution Ordinance for definitions and all requirements.

PART IV. SUBCONTRACTOR INFORMATION

Have you applied for a Contract and intend to use a subcontractor on this Contract? ☐Yes ☐No

If “Yes”, complete Schedule C. If “No”, proceed to Part V.

PART V. SIGNATURE, CERTIFICATION, AND ATTESTATION:

I, the undersigned applicant, hereby further certify as follows: If awarded the item that is applied for (as identified above) under subsections (a), (b), (c), or (d) in Section 15-72 of the Somerville Code of Ordinances, the Applicant, and anyone attributed to the Applicant, and if the application is for a contract any subcontractor used on the contract, will not make any contribution in any calendar year in an amount in excess of \$500.00 to any individual incumbent or to any individual candidate for elective office of the City of Somerville for the next four (4) calendar years following the award of the item, or for the duration of the term of the contract, whichever is longer.

Signed under the pains and penalties of perjury:

Signature of Affiant:_____ Title:_____

Printed Name of Affiant:_____ Date:_____

Subscribed and sworn before me this ____ day of _____, 2____.

(Witnessed or attested by)

(Seal)

My Commission expires:

THIS FORM SHALL BE OPEN TO PUBLIC INSPECTION

SCHEDULE A – APPLICANT INFORMATION

INSTRUCTIONS: FOR EACH OF APPLICANT’S PRINCIPALS, CHIEF EXECUTIVE OFFICER, PRESIDENT, CHIEF FINANCIAL OFFICER, TREASURER, CHIEF OPERATING OFFICER, CHIEF PROCUREMENT OFFICER, DIRECTORS, OR PERSONS PERFORMING SIMILAR FUNCTIONS, OR SHAREHOLDERS IN EXCESS OF TEN PERCENT AND MANAGING AGENT TO THE EXTENT APPLICABLE, COMPLETE THE FOLLOWING. ATTACH ADDITIONAL PAGES IF REQUIRED.

Check box only if sole proprietor:

<u>NAME</u>	<u>POSITION</u>	<u>E-MAIL ADDRESS</u>	<u>PHONE NO.</u>	<u>ADDRESS</u>

SCHEDULE B- CONTRIBUTION DISCLOSURE INFORMATION

INSTRUCTIONS: FOR EACH CONTRIBUTION, YOU MUST DISCLOSE THE FOLLOWING INFORMATION. ATTACH ADDITIONAL PAGES IF REQUIRED.

Note: Contributions made before January 1, 2017 are not required to be disclosed.

IF NOT APPLICABLE, CHECK HERE: ____.

[illegible]

SCHEDULE C – SUBCONTRACTOR INFORMATION

INSTRUCTIONS: LIST THE NAME, BUSINESS ADDRESS, AND PHONE NUMBER OF EACH SUBCONTRACTOR AND THE AMOUNT OR PERCENTAGE TO BE PAID TO EACH SUBCONTRACTOR. ATTACH ADDITIONAL PAGES IF REQUIRED.

[illegible]

CERTIFICATE OF GOOD STANDING

TO: Grantee

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

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

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

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

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

IMPORTANT NOTICE

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

Thank You,

Purchasing Director

INSURANCE SPECIFICATIONS

INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:

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

A. 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
c/o Purchasing Department
93 Highland Avenue
Somerville, Ma. 02143**

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

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

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

AUTHORIZED REPRESENTATIVE



SOMERVILLE ORDINANCE TO SAFEGUARD

VULNERABLE ROAD USERS

CITY OF SOMERVILLE CODE OF ORDINANCES ARTICLE VIII, SEC. 12-117 et seq.

Prospective contractors must familiarize themselves with the City of Somerville's Ordinance to Protect Vulnerable Road Users. The full text of this local law can be found [here](#).

1. **Request for Inspection:** Inspections are conducted on Thursdays from 4pm-7pm at the Somerville Department of Public Works, located at 1 Franey Road. Each inspection takes approximately 20 minutes.
 - a. Any vendor covered by this Ordinance shall complete an inspection request form and email it to fleetinspections@somervillema.gov.
 - b. Please submit request form no later than 3pm on the Tuesday before the requested inspection date.
2. **Fee:** The fee for the initial inspection is \$100. The fee for a renewal inspection (every two years) is \$50.
 - a. Payment of the fee is due upon scheduling of the inspection. The fee can be paid via check or credit card. Checks should be made out to the City of Somerville and include the vendor's phone number.
3. **Approval:** Vehicles inspected and approved by the Fleet Division will have an inspection approval sticker affixed to the windshield of the vehicle. A copy of the inspection report and certificate of inspection shall be issued to the vendor.
 - a. Inspection stickers are not transferable.
 - b. Any major overhaul of safeguard equipment shall be required to be re-inspected.
4. **Rejection:** If a vehicle is rejected for failing to comply with any of the technical specifications outlined in the ordinance, it shall be corrected and henceforth re-inspected within 30 days at no additional fee.
 - a. If a second inspection results in a rejection, a fee of \$50 will be required for any subsequent inspections.
 - b. Any vendor who fails to comply within 60 days of their first inspection may be subject to having their contract cancelled.
5. **Questions:** Please direct questions about vehicle inspections to Department of Public Works, at: fleetinspections@somervillema.gov or call 617-625-6600 ext. 5100

Acknowledgement

In accordance with Sec. 12-119 "Requirements" in the Ordinance, bidders must sign the following:

Unless certified that the Ordinance is not applicable to this contract or otherwise waived by the City, I acknowledge that my company has installed (or will install prior to commencing work for the contract) side guards, cross-over mirrors or equivalent blind spot countermeasures, convex mirrors or equivalent blind spot countermeasures, side-visible turn signals, and appropriate warning signage, in accordance with SCO Chapter 12, Article VII on all large vehicles it uses or will use within the City of Somerville in connection with any contract.

Authorized Signatory's Name

Date

Company Name

I certify that the Ordinance does not apply to this contract for the following reason:

☐ Vehicles do not meet or exceed Class 3 GVWR

☐ Vehicles do not exceed 15 MPH

☐ No vehicles on project

☐ Other: _____

ORDINANCE REQUIREMENTS

LATERAL PROTECTIVE DEVICES (SIDE GUARDS)

- Vehicles must have device installed between the front & rear wheels to help prevent injuries to vulnerable road users, particularly from falling underneath the vehicle.



SIDE-VISIBLE TURN SIGNALS

- Vehicles must have at least one turn signal lamp on each side of the vehicle that is visible from any point to the left and right side along the full length of the vehicle.



CONVEX MIRRORS

- Vehicles must have mirrors which enable the driver to see anything that is three feet above the road and one foot in feet of or along side of the vehicle.



CROSS-OVER MIRRORS

- Vehicles must have mirrors that enable the driver to see anything at least three feet tall passing one foot in front of the vehicle and the area in front of the bumper where direct vision is not possible.

SAFETY DECALS

- Vehicles must have a minimum of three reflective decals on the rear and sides.
- The decals must be “safety yellow” in color and include language or images that warn of blind spots.

COMMON QUESTIONS

WHAT TYPES OF VEHICLES DOES THIS ORDINANCE APPLY TO? This ordinance applies to Class 3 or above vehicles with a gross vehicle weight rating exceeding 10,000 lbs., except for an ambulance, fire apparatus, low-speed vehicle with max speed under 15 mph, or agricultural tractors.

CAN TOOL BOXES BE USED AS SIDE GUARDS? Yes, as long as the tool box meets all of the required measurements in the ordinance.

IF I RENT TRUCKS FOR A JOB, DO THOSE VEHICLES NEED TO BE INSPECTED AND PERMITTED? Yes.

DO SUBCONTRACTORS' TRUCKS WORKING ON A CITY CONTRACT NEED TO BE INSPECTED & PERMITTED? Yes.

WILL THE CITY DO AN OFF-SITE INSPECTION FOR LARGER FLEETS? Yes, depending on the availability of inspectors and the distance to the site.

REGISTER FOR AN INSPECTION

Email inspection forms to: FleetInspections@SomervilleMA.gov

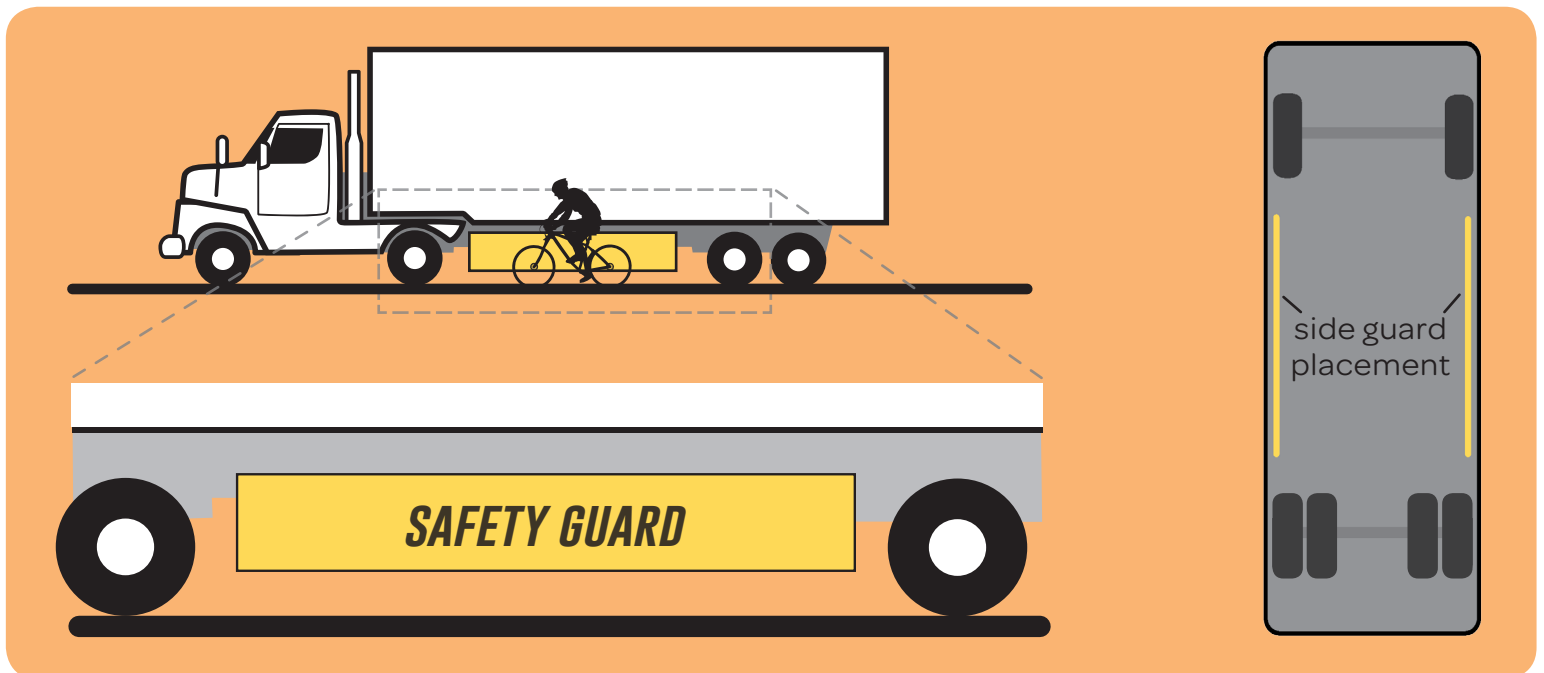


CITY OF SOMERVILLE

TRUCK SIDE GUARD ORDINANCE

Collisions with large vehicles are disproportionately likely to result in cyclist and pedestrian fatalities. The City of Somerville's Ordinance to Safeguard Vulnerable Road Users aims to prevent cyclists and pedestrians from the risk of being struck by a large vehicle because of limited driver visibility and lack of side-visible turn signals, as well as falling under the sides of large vehicles and being caught under the wheels.

The ordinance applies to large motor vehicles that are Class 3 or above with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, except for an ambulance, fire apparatus, low-speed vehicle with a maximum speed under 15 mph, or an agricultural tractor.





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 7/1/2021 “Living Wage” shall be deemed to be an hourly wage of no less than \$15.46 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

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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 **7/1/2021** is **\$15.46** 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.