

SOLICITATION FOR:
RFQ # 23-43 New Mystic River Outfall



CITY OF SOMERVILLE, MASSACHUSETTS
Katjana Ballantyne, Mayor

Procurement and Contracting Services Department
Angela M. Allen, Chief Procurement Officer

RELEASE DATE: 02/23/23
QUESTIONS DUE: 03/09/23 by 5PM EST
DUE DATE AND TIME: 3/23/23 by 3PM EST

Anticipated Contract Award	04/20/2023
Est. Contract Commencement Date	6/19/2023
Est. Contract Completion Date	6/18/2026
Est. Renewal Years (If Applicable)	

DELIVER TO:
City of Somerville
Procurement and Contracting Services Department
Attn: Andrea Caruth
Deputy Chief Procurement Officer
acaruthsomervillema.gov
93 Highland Avenue
Somerville, MA 02143

CITY OF SOMERVILLE, MASSACHUSETTS
Enclosed You Will Find a Request for Proposal For:
RFQ # 23-43 New Mystic River Outfall

SECTION 1.0
GENERAL INFORMATION ON PROPOSAL PROCESS

1.1 General Instructions

Copies of the solicitation may be obtained from the Procurement and Contracting Services Department on and after 02/23/23 per the below-noted City Hall hours of operation.

Hall Hours of Operation:	
Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to 7:30 p.m.
Friday	8:30 a.m. to 12:30 p.m.

All Responses Must be Sealed and Delivered To:
Procurement and Contracting Services Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the proposal arrives on time at the designated place. Late proposals will not be considered and will be rejected and returned.</i>
Proposal Format:
Submit one (1) sealed proposal package; it must be marked with the solicitation title and number and must be original.
In an effort to reduce waste, please DO NOT USE 3-RING BINDERS.
Responses must be sealed and marked with the solicitation title and number.
All proposals must include all forms listed in the Proposers Checklist (and all documents included or referenced in Sections 2.0 - 3.0). If all required documents are not present, the proposal may be deemed non-responsive and may result in disqualification of the proposal unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.
A complete Proposal must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.
The Offeror's authorized official(s) must sign all required proposal forms.
All information in the Offeror's response should be clear and concise. The successful response will be incorporated into a contract as an exhibit; therefore, Offerors should not make claims to which they are not prepared to commit themselves contractually.
The successful Offeror must be an Equal Opportunity Employer.
The City of Somerville values a diverse workforce and believes it contributes to a work product and customer experience that best reflects the community in our city. Applicants are highly encouraged

to include any certifications and documents that recognize the diversity of the Offeror's work force, including ownership of the offering firm/organization, executive leadership, management, and employees proposed for the work in Somerville, including diversity of sub-consultants. **Please use the supplier diversity form (see Section 4.0) with supporting documentation to share your diversity data with the City, including subcontractors.**

1.2 Proposal Schedule

Key dates for this Request for Proposals:	
RFQ Issued	02/23/23
Deadline for Submitting Questions to RFQ	03/09/23 by 5PM EST
Proposals Due	3/23/23 by 3PM EST
Anticipated Contract Award	04/20/2023
Est. Contract Commencement Date	6/19/2023
Est. Contract Completion Date	6/18/2026

Responses must be delivered by 3/23/23 by 3PM EST to:	City of Somerville Procurement and Contracting Services Department Attn: Andrea Caruth 93 Highland Avenue Somerville, MA 02143
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1.3 Submission Instructions

Please submit *two sealed envelopes, all within one sealed proposal package*, with the following contents and marked in the following manner:

Contents of Sealed Proposal Package	Marked As
Envelope 1 Non-Price Technical Proposal: Shall Include (1) original and two (2) copies, and one (1) electronic copy. [Electronic copies are to be submitted on USB or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	To Be Marked: Non-Price Proposal RFQ # 23-43 New Mystic River Outfall
Please send the complete sealed package to the attention of :	Andrea Caruth Deputy Chief Procurement Officer Procurement and Contracting Services Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143
Methods of Bid Submission Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.	

- 1) Deposit your sealed bid package in the black drop box located by the School Street entrance to City Hall, located near the corner of School Street and 93 Highland Avenue.
- 2) Sealed bids can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).
- 3) BidExpress.com is an online bidding platform where bidders can submit all required documents. The fee to use this service is approximately \$40.00 unless your company has a subscription with BidExpress. You can access the bid package and forms via the City of Somerville BidExpress page at: <https://www.bidexpress.com/businesses/33100/home> A user guide is attached for your reference.
- 4) For any technical assistance while submitting the online bid, please contact the BidExpress Customer support team at www.bidexpress.com. Bidders may submit bids in any of the following ways. All bids will be timestamped and must be received no later than due date and time.

(Note: Massachusetts General Laws, Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, **please make no reference to pricing in the non-price technical proposal.** Failure to adhere to this requirement will result in disqualification.

Non-Price (Technical) Proposal Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the proposal review process will be utilized to establish a preliminary ranking of the proposers. The City may interview the top ranked candidates as part of the evaluation process. All information in the technical proposal should be organized and presented as directed below. Your Non-Price Proposal response should contain all forms outlined in the Proposers Checklist (Section 4.0). Responses shall be prepared on standard 8.5 x 11 inch paper (charts may be landscaped but must be on 8.5 x 11 inch paper) and shall be in a legible font size (12). All pages of each response shall be appropriately numbered (and with consecutive page numbering across tabs).

Elaborate format and binding are neither necessary nor desirable. Each proposal shall clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All submissions will allow for easy removal and replacement of pages.

Cover Letter

Submit a cover letter that includes the official name of the firm submitting the proposal, mailing address, e-mail address, telephone number, fax number, and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the proposal is firm for ninety (90) days. An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.

Qualifications & Experience

The Offeror shall include qualifications and experience of the firm (or sole proprietor). The Offeror shall identify the year the firm was established, the total number of employees currently employed, and the number of employees focused on this engagement. This section should also describe work that is similar in scope and complexity that the Offeror has undertaken in the past. A discussion of the challenges faced and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures. The Quality Requirements Form (Section 2.0), or set of basic business standards, must be submitted in the sealed proposal.

Cost Estimating Accuracy

The Offeror shall provide documentation of the last three (3) public projects of comparable size and scope detailing the construction cost estimate provided to the Client, along with the bid tabulation for each project. Offerors' accuracy in construction cost estimating will be evaluated as part of the overall selection criteria.

References

The Offeror shall list at least three relevant references, which the City can contact. The City of Somerville reserves the right to use ourselves as a reference. References shall include the following information:

●The name, address, telephone number, and email address of each client listed above.	
●A description of the work performed under each contract.	●The amount of the contract.
●A description of the nature of the relationship between Offeror and the customer.	
●The dates of performance.	●The volume of the work performed.

1.4 Questions

Questions are due: 03/09/23 by 5PM EST

Questions concerning this solicitation must be delivered in writing to:

Andrea Caruth
Deputy Chief Procurement Officer
Somerville City Hall
Procurement and Contracting Services Department
93 Highland Avenue
Somerville, MA 02143
Or emailed to:
acaruthsomervillema.gov

Or faxed to:

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as proposal holders. Proposers are encouraged to contact the Procurement and Contracting Services Department to register as a proposal document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the proposal portal on the City's website for any updates, addenda, etc. regarding that specific solicitation.

The web address is:

<https://www.somervillema.gov/procurement>

If any proposer contacts City personnel outside of the Procurement and Contracting Services Department regarding this proposal/proposal, that proposer will be disqualified immediately.

1.5 General Terms

Proposal Signature

A response must be signed as follows: 1) if the Offeror is an individual, by her/him personally; 2) if the Offeror is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the Offeror is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation (& with corporate seal).

Time for Proposal Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City of Somerville and the Offeror that is most advantageous and responsible. The Offeror's submission will remain in effect for a period of 90 days from the response deadline or until it is formally withdrawn, a contract is executed, or this solicitation is canceled, whichever occurs first. The Offeror will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

Holidays are as follows:

New Year's Day	Martin Luther King, Jr. Day	Presidents Day	Patriots' Day
Memorial Day	Juneteenth Independence Day	Independence Day	Labor Day
Indigenous Peoples' Day	Veterans' Day	Thanksgiving Day	Thanksgiving Friday
Christmas Eve (half day)	Christmas Day		

Please visit <http://www.somervillema.gov/> for the City's most recent calendar. *Under State Law, all holidays falling on Sunday must be observed on Monday.

If the awarded Offeror for their convenience desires to perform work during other than normal working hours or on other than normal work days, or if the Offeror is required to perform work at such times, the Offeror shall reimburse the City for any additional expense occasioned the City, thereby, such as, but not limited to, overtime pay for City employees, utilities service, etc. UNLESS otherwise specified in these provisions, services will be performed during normal work hours. When required services occur on holidays, work will be performed on either the previous or following work day, unless specified otherwise.

Unforeseen Office Closure

If, at the time of the scheduled proposal opening, the Procurement and Contracting Services Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the proposal due date will be postponed until 2:00 p.m. on the next normal business day. Proposals will be accepted until that date and time. In the event of inclement weather, the Offeror is responsible for listening to the media to determine if the City has been closed due to weather.

Changes & Addenda

If any changes are made to this solicitation, an addendum will be issued. All proposers on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<https://www.somervillema.gov/procurement>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Procurement and Contracting Services Department.

Modification or Withdrawal of Proposals, Mistakes, and Minor Informalities

An Offeror may correct, modify, or withdraw a proposal by written notice received by the City of Somerville prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.____" to the address listed in Section 1. Each modification must be numbered in sequence and must reference the original solicitation. After the proposal opening, an Offeror may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the

intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

Right to Cancel/Reject Proposals

The City of Somerville may cancel this solicitation, or reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.

Unbalanced Proposals

The City reserves the right to reject unbalanced, front-loaded, and conditional proposals.

Brand Name “or Equal”

Any references to any brand name or proprietary product in the specifications shall require the acceptance of an equal or better brand. The City has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Electronic Funds Transfer (EFT)

For EFT payment, the following shall be included with invoices to the point of contact:

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

Other Applicable Laws

In addition to applicable federal and state laws, the City has several ordinances that apply to the services requested in this contract. Such ordinances include but are not limited to: [living wage ordinance](#), [ordinance to protect vulnerable road users](#), [responsible employer ordinance](#), and [ordinance to protect against wage theft](#). Workplace safety is of paramount importance to all workers who perform services on City contracts and all bidders must certify that they will disclose any citations they may have received for OSHA violations.

Notice and Certification Pursuant to Somerville Wage Theft Ordinance

All Offerors, bidders, respondents have an affirmative duty to report to the Procurement & Contracting Services Department and provide a copy of any criminal or civil judgment, administrative citation, or final administrative determination, order, or debarment, relating to wage theft, against the bidder or any of its subcontractors entered within the five years prior to bid submission.

If you are the successful bidder, you and any of your subcontractors have an affirmative duty to report any criminal or civil judgment, administrative citation, final administrative determination, order, or debarment against the bidder or any its subcontractors while your contract with the City is in effect, within five business days of receipt.

You may not contract with the City if you have been either voluntarily or involuntarily debarred by the federal government, any agency of the Commonwealth of Massachusetts or any other state for the entire term of the debarment.

You may not use any subcontractor who has been debarred by the federal government or any state government during the period of that subcontractor's debarment.

You must post notices in accordance with M.G.L. c. 151 § 16 in a conspicuous location accessible to all of their employees in English and the primary language of the employee(s) at the particular workplace.

If not all employees would have reasonable access to the notice if posted in a single location, then you must inform the purchasing agent or other City Department of the number and location of postings in order to ensure that you provide reasonable notice to all of your employees.

As a condition of this bid, the bidder (a.k.a. Offeror, respondent) hereby certifies that neither the bidder nor any of the bidder's subcontractors have been subject to a criminal or civil judgment, administrative citation, final administrative determination, order, or debarment resulting from a violation of M.G.L. c. 149, M.G.L. c. 151, or 29 U.S.C. § 201 et seq. within five years prior to bid submission.

In the alternative, the Bidder hereby discloses a criminal or civil judgment, administrative citation, administrative determination, or debarment, within five years prior to bid submission. Included with the Bid is a copy of the same, in addition to documentation demonstrating that all damages, fines, costs, and fees have been paid.

1.6 Evaluation Methodology

Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth below shall be used to evaluate responsible and responsive proposals.

All proposals will be reviewed by an evaluation committee composed of employees of the City. Final selection will be based upon the evaluators' analysis of the information and materials required under the RFQ and provided by the proposing vendors in their submissions. The City reserves the right to involve an outside consultant in the selection process. Proposals that meet the minimum quality requirements will be reviewed for responses to the comparative evaluation criteria. The evaluation committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous, or Unacceptable to the comparative evaluation criteria.

The City will only award a contract to a responsive and responsible Proposer. Before awarding the contract(s), the City may request additional information from the Proposer to ensure that the Proposer has the resources necessary to perform the required services. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

Factor 1: Technical and Management Approach	
Highly Advantageous	The proposer's Plan demonstrates a comprehensive understanding of the SOW and a thorough attention to detail. The Plan is both cost effective and relevant to Somerville's specific needs.
Advantageous	The proposer's Plan demonstrates a moderate understanding of the SOW and modest attention to detail. The Plan lacks certain aspects of relevance to Somerville's specific needs.
Not Advantageous	The proposer's Plan lacks a comprehensive understanding of the SOW and a thorough attention to detail, and is not relevant to Somerville.

Factor 2: Key Personnel	
Highly Advantageous	<u>All</u> of the personnel identified by the proposer are proven to possess a <u>very high level</u> of engineering design and construction administration experience and performance. Resumes are included in the proposal for all proposed personnel. All proposed personnel are currently performing functions similar to those proposed clearly show an adequate level of relevant experience to successfully perform the scope outlined herein.
Advantageous	<u>All</u> of the personnel identified by the proposer are proven to possess a <u>high level</u> of engineering design and construction administration experience and performance. Resumes are included in the proposal for most of the proposed personnel. Some of these proposed personnel show an adequate level of relevant experience to successfully perform the scope outlined herein.
Not Advantageous	<u>Most</u> but not all of the personnel identified by the proposer are proven to possess an <u>adequate level</u> of engineering design and

	construction administration experience. Resumes are not included of any of the proposed staff.
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Factor 3: Past Performance	
Highly Advantageous	The proposal demonstrates the proposer's efficient and effective design and management of five or more major infrastructure projects of similar size and scope in the last ten years in settings similar to Somerville.
Advantageous	The proposal demonstrates the proposer's efficient and effective design and management of less than five major infrastructure projects of similar size and scope in the last ten years in settings similar to Somerville.
Not Advantageous	The proposal demonstrates the proposer's efficient and effective design and management of less than three major infrastructure projects of similar size and scope in the last ten years in settings similar to Somerville.

Selection Process

Qualified proposals will be reviewed and rated by the Evaluation Committee ("the Committee") on the basis of the comparative evaluation criteria and minimum quality requirements included in Section 2.0.

The City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. The Committee may choose to select a set of finalists to be interviewed ("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. The Mayor may, at the Mayor's sole discretion, interview the applicants on the short list. The Committee will rank all candidates and make a recommendation to the Mayor to enter into a contract with the most highly advantageous Offeror.

The City will award the contract to the most responsive and responsible Offeror whose entire technical proposal is deemed to be the most highly advantageous. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

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 evaluation criteria in this RFQ. The 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 and conduct interviews with selected applicants. The Chief Procurement Officer 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 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.

Fee Negotiations

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

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

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

Once successful negotiations have concluded (for a not-to-exceed fee), the City will prepare the contract and submit it to the successful applicant for signature. Upon receipt of the executed contract and all other required documents from the designer, Procurement 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.

RFQ # 23-43
SECTION 2.0
RULE FOR AWARD /
SPECIFICATIONS/SCOPE OF SERVICES

Rule For Award

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 contract will be awarded within ninety (90) days after the proposal opening. The time for award may be extended for up to 45 additional days by mutual agreement between the City and the most highly advantageous and responsible offeror.

Background

The City of Somerville, already known for its density, is undergoing rapid growth and development. Like most cities in the Northeast, Somerville's stormwater and sewer infrastructure was built primarily in the late 19th century and early-to-mid-20th century, to meet the demand and expectations of those times. This combination of ongoing development and aging infrastructure, exacerbated by the effects of climate change, creates significant flood risks in some of the City's most vulnerable locations. To reduce this flood risk and better maintain water quality in our surrounding rivers, the City is making substantial systemwide investments to modernize its sewer and stormwater infrastructure.

The City's efforts to upgrade its sewer and stormwater infrastructure are already underway. Projects such as installation of new stormwater drainage and green infrastructure along Somerville Ave., sewer separation in Spring Hill, and design of the Poplar Street stormwater storage and pump station are significant efforts to address the stormwater challenges faced by the City. Somerville is also working in close partnership with other municipalities, as well as state and federal agencies to develop regional solutions to flooding and water quality risks.

Despite these ongoing efforts, areas throughout the city remain vulnerable to flooding. In early 2020, the City started the development of a comprehensive Citywide Flood Mitigation and Water Quality Master Plan. The goal of this project was to systematically evaluate the causes of flooding citywide and identify interventions to help alleviate flooding and improve the water quality of our neighboring rivers and brooks. The Citywide Flood Mitigation and Water Quality Master Plan involved the following:

- Identification of root causes of flooding in areas with documented flood complaints and in areas identified as vulnerable.
- Development of conceptual projects to reduce flooding in areas with significant flood risk. These alternatives were developed with the following criteria in mind:
 - Project alternatives should seek to eliminate flooding within the project area for the 10- year, 24-hour design storm, or at a minimum contain the flooding within the public right-of-way as much as possible. The depth of rainfall produced by this design storm is equal to 5.16 inches
 - Where feasible, the City's existing sewer and stormwater system should be optimized with strategies such as redirecting flows to areas with leftover capacity or temporarily withholding flows to prevent downstream pipes from exhausting their capacity.
 - CSO volumes should be reduced by proposed project implementation.
- Investigation of various methods to improve water quality, particularly by reducing phosphorous in stormwater runoff. As part of this effort, a green infrastructure (GI) siting and performance analysis was performed as well as a review of operational best management practices (BMPs).

- Estimation of costs associated with proposed project implementation, including costs related to GI installations.

The “[Citywide Flood Mitigation and Water Quality Master Plan](#)” report was completed and published in November 2022. This Master Plan represents the culmination of several years of intense modeling and planning work to systematically identify where our city floods, why it floods in those specific areas, and what additional large projects we can implement to mitigate flooding in our neighborhoods and improve the water quality in our rivers.

Flood mitigation and water quality conceptual projects were developed using a combination of the tools presented in the November 2022 report. A specific combination of tools was selected for each flood area after considering site-specific constraints and the root causes of flooding in each area. The magnitude of the flood risk in a particular area also informed the selection of tools for mitigation. To determine the size of certain flood mitigation interventions such as new pipes, pipe upsizes or storage tanks, the City relied on its engineering computer model. For GI, the location and the number of GI features were determined by identifying sites in the public right-of-way (street and sidewalks) that met a set of criteria including existing utility clearance, ground slope, and suitability of underlying soils.

The project team developed 22 specific interventions (conceptual projects) to reduce the flood risk and improve water quality in Somerville’s nearby rivers. These conceptual projects were selected and prioritized based on an array of criteria, including need, effectiveness, and affordability. The City is ready to start the implementation of conceptual projects that rank as high priority.

New Mystic River Outfall, Foss Park Area Sewer Separation – Flood Relief and CSO Mitigation Enabling

With this RFQ, the City of Somerville, through its Procurement and Contract Services Department and on behalf of the Engineering Division, is seeking statement of qualifications and proposals for engineering services to support the Preliminary Design, 30% Design, Permitting Support, and the Community Engagement process for the New Mystic River Outfall, Foss Park Area Sewer Separation – Flood Relief and CSO Mitigation Enabling project. Final Design and Engineering Services During Construction for the overall project may proceed under amendments to the initial contract if the City is satisfied with the team’s performance.

NEW MYSTIC RIVER OUTFALL, FOSS PARK AREA SEWER SEPARATION – FLOOD RELIEF & CSO MITIGATION ENABLING



CITY OF SOMERVILLE, MASSACHUSETTS

AUGUST 2022



PROJECT LOCATION:

- NEIGHBORHOOD: Winter Hill
- VOTING WARD: 4
- PROJECT AREA: 81.4 acres

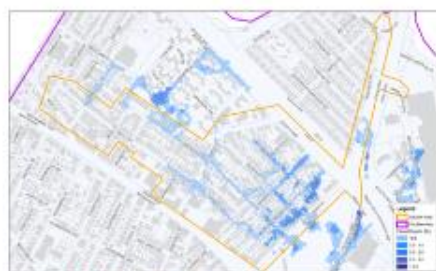
PROJECT DESCRIPTION:

- Construct a new stormwater outfall pipe on Fellsway W from Broadway to Shore Dr that will cross Mystic Ave and I-93 and ultimately discharge into the Mystic River.
- Sewer separation in the Winter Hill area involving new pipe additions on streets with a single or undersized pipe and repurposing existing combined sewers to act as single use pipes.
- Redirect storm drainage from the Ten Hills and Winter Hill areas to the new outfall pipe.
- Rehabilitate existing pipes and manholes.
- Redirect existing catch basins to new storm drains and install new catch basins as needed.

PROJECT BENEFITS:

- CSO REDUCTION: 2.01 MG⁺
- NUTRIENT LOAD REDUCTION: 4.9 lbs/yr²
- FLOOD REDUCTION
 1. 10-YR, 24-HR STORM: 1.20 MG⁺
 2. 10-YR, 30-MIN STORM: 0.40 MG⁺

PROJECTED FLOOD MAPS BEFORE AND AFTER PROJECT IMPLEMENTATION



Flooding before Project Implementation
(10-yr, 24-hr Design Storm)



Flooding after Project Implementation
(10-yr, 24-hr Design Storm)

The City of Somerville proposes a project to evaluate, engineer, and design surface and subsurface improvements to provide sewer separation, rehabilitation/replacement of existing water and wastewater assets, and installation of a new stormwater outfall into the Mystic River as recommended in the “[Citywide Flood Mitigation and Water Quality Improvements Plan – Sewershed S2](#)” report dated September 2021 to reduce flooding, reduce combined sewer overflows, improve water quality, and improve level of service (LOS) within the City’s combined sewer and drain systems in Sewershed S2.

The September 2021 report evaluated six (6) conceptual designs of potential sewer separation projects to evaluate

ways to reduce flooding in Sewershed S2. The two conceptual designs that comprise the New Mystic River Outfall, Foss Park Area Sewer Separation – Flood Relief and CSO Mitigation Enabling project are Project S2-1 Ten Hills Area and Project S2-2 Jaques Street Area. Conceptual design figures for Project S2-1 and Project S2-2 from the “[Citywide Flood Mitigation and Water Quality Improvements Plan – Sewershed S2](#)” report are included with this package as Appendix B.

The work included in these two conceptual projects is:

- Construct a new stormwater outfall pipe on Fellsway W from Broadway to Shore Dr that will cross Mystic Ave and I-93 and ultimately discharge into the Mystic River.
- Sewer separation in the Winter Hill area, involving new pipe additions on streets with a single or undersized pipe and repurposing existing combined sewers to act as single use pipes.
- Redirect storm drainage from the Ten Hills and Winter Hill areas to the new outfall pipe.
- Rehabilitate existing pipes and manholes.
- Redirect existing catch basins to new storm drains and install new catch basins as needed.
- Construct green infrastructure systems in the right of way.
- Construct stormwater management systems and define management practices to achieve NPDES-MS4 permit requirements, including TMDLs to the Mystic River

In addition to mitigating legacy flooding and improving water quality, a primary goal of the project is to reduce the overall volume of stormwater discharged to the City’s combined sewer system tributary to the MWRA sewer system. Somerville has experienced considerable growth and will be economically dependent upon further development. Sanitary sewer discharges to the City’s system must be offset by the elimination of Inflow/Infiltration.

Scope of Work

The following sections outline the minimum scope of services for Project Management, Preliminary Design, 30% Design, Permitting Support, and the Community Engagement

1. Project Management

Perform the following activities for the project duration:

- Health and Safety Plan – Prepare a Project Health and Safety Plan to identify and address potential hazards during the field inspections, investigations, and observations. The HASP will be iterated based on necessary field activities as identified in the scope of work.
- Project Schedule – Develop an initial baseline cost and resource-loaded schedule for the design work, establishing activities, sequencing of work activities, major milestones, and deliverable dates for the duration of the project.
- Project Control – Review and monitor project schedule and budget on a monthly basis, and manage both in-house and subconsultant activities. Allocate resources and make adjustments as needed to meet project objectives. Prepare project schedule updates monthly to reflect the progress of the work and changes to the schedule.
- Status Reports/Invoices – Prepare monthly status reports and invoices. Status reports (letter format) will provide a brief summary of work accomplished in the previous period, upcoming work, current budget status, and any special issues to be resolved or coordinated with the City.

- Project Progress Meetings – In addition to scope-related meetings specified below, coordinate and direct 4 progress meetings with the City at various stages during the project. The meetings will coincide with project kickoff and issuance of progress designs at key milestones. Prepare an agenda and meeting summaries for each of the meetings.
- External Project Coordination Meetings – Prepare materials for and attend regularly scheduled meetings to coordinate project efforts with other ongoing projects.

2. Preliminary Design Phase

Collect and review historical data, reports, and plans for all utilities and conditions in the Project Area. Review the City's computerized hydraulic InfoWorks ICM model of major storm water catchments and infrastructure within the Project Area as provided by the City's hydraulic modeler. Gather relevant information concerning any improvements planned by the City or other agencies in the vicinity of project and tributary areas.

2.1 Topographical Survey

Perform a survey in the project area, to a sufficient level of accuracy as necessary, to include surface features, back of sidewalk, above and below grade utilities, and topographic details at a minimum scale of 1 inch = 20 feet. The survey will be referenced to the City's approved coordinate system and vertical datum. The survey task may include the following tasks:

- Coordinate the project area and scope of work with a licensed surveyor.
- Obtain available utility records from the City and private utility owners.
- Wetland delineation by a qualified wetland scientist.
- Field verify location of roadways, drives, above ground structures, buildings, fences, utility boxes and poles, gates, waterways, boring locations, and other physical features, within the survey limits that are pertinent to the proposed work.
- Field verify location of utilities within the project limits, such as hydrants, storm drainage and sewer manholes, including elevation of rims and inverts, and other buried utilities such as gas, electric, cable TV, and telephone.
- Incorporate utility record drawing information.
- Develop topographic mapping.
- Develop survey mapping in an AutoCAD version suitable for use in design development and conduct a field check of the mapping.
- Prepare a base map for use with design that combines the survey and the data gathered in tasks below.

2.2 Field Investigations

Perform additional inspections and investigations on the existing sewer, drain, and combined system required to understand hydraulic connectivity, perform condition assessment, and complete the design of the improvements. Record CCTV inspections on a standard Manhole and Pipe Assessment Certification Program (MACP or PACP) form and indicate defect ratings. Inspections shall conform to the National Association of Sewer Service Company's (NASSCO) Pipeline Assessment Certification Program (PACP) standards and indicate defect ratings.

Perform private building inspections and dye testing, as necessary, to confirm service lateral connectivity to existing sewer and drain. Prepare owner notifications and coordinate schedule for building access.

2.3 Hydraulic Model Analysis

Use the City's InfoWorks ICM hydraulic model for the Project Area to develop and analyze effectiveness of potential infrastructure configurations and controls to meet or exceed the combined flood reduction and hydraulic level of service values in the September 2021 report.

The recommended design shall be evaluated at a minimum for the 2, 5, 10 and 100-year, 24-hour 2030 storm events as well as the 1-year, 6-hour storm for I/I calculations and DEP reporting. The recommended design shall be evaluated for a series of future design storm, to be decided during the kickoff this phase. Some potential future storms are: 2050 10- and 25-year 24-hour storms, 2070 10- and 25-year 24-hour storms. The evaluation shall consider:

- Impacts to combined and separate drain systems;
- Impacts to ongoing and planned City projects;

2.4 Engineering Analysis

Conduct engineering and analysis to confirm feasibility and advance the concepts of the proposed improvements and analyzed configurations. Analysis will include:

- Evaluation of private property inflow and recommendations for removal;
- Evaluation of sanitary and stormwater pipe sizing and material needed;
- Evaluation of outfall location and structural requirements.
- Evaluation of third-party utilities conflicts, coordination of utility relocation and repair requirements;
- Evaluation of high- and low-pressure water systems and system shutdown impacts;
- Evaluation of green infrastructure opportunities in the project area including, but not limited to, enhanced tree pits and porous pavement;
- Quantification of I/I offset benefits;
- Quantification of water quality benefits, particularly TSS and Phosphorus removal, of stormwater BMPs, including green infrastructure, that are technically viable given the constrained urban environment;
- Compliance with the MS4 Permit for new stormwater discharges and water quality requirements;
- Compliance with the City of Somerville's Climate Forward plan;
- Complete streetscape and reconstruction of School Street and Summer Street within the project area, including bike lanes;
- Identification of all applicable permits and authorizations, including application deadlines, documentation needed, and expected time frame for review.

2.5 Geotechnical & OHM Investigation

Conduct a geotechnical, oil, and hazardous materials evaluation and investigation program. Review MassDEP files for Sites in the vicinity of the project site to assess OHM conditions that may affect the project area. Develop a geotechnical and OHM investigation plan and execute field investigations as appropriate. Prepare a technical

memorandum that may include, but is not limited to, include the following items as applicable to the Project:

- Recommend foundation subgrade preparation with foundation design criteria including allowable bearing capacity, estimated settlements, lateral earth pressures and other information required for design and preparation of contract drawings and specifications.
- A summary of applicable design parameters for the proposed pipelines and structures, including settlement tolerances and special features.
- Soil parameters including coefficient of sliding friction, and soil factor for design.
- Comments on aspects of construction related to soils and subgrade preparation, including soil excavation and filling, dewatering, and special requirements for protecting strength of undisturbed soils or bedrock at design invert level
- Results of the laboratory grain size analyses.
- Recommendations related to the use of on-site material as backfill
- Location plan of subsurface explorations.
- Test boring logs prepared by the test boring Contractor following review.
- Observation well installation and monitoring reports.
- Environmental sampling of water and soil media at the outfall location in the Mystic River to support the potential dredge and fill work needed to accommodate the pipe and headwall.

2.6 Preliminary Design Report

Prepare a Preliminary Design Report that documents the findings, analysis, and recommendations of the Preliminary Design Phase, including a construction phasing plan, a construction schedule, a CLASS 4 cost estimate in accordance Association for the Advancement of Cost Engineering (AACE) International guidelines, and list of all applicable permits and authorizations needed prior to construction.

2.7 Deliverables

Each deliverable shall be provided as a draft for one round of City review and subsequently revised to address City comments. Typical deliverables provided to the City for past projects have included two hard-copies and one electronic-copy of the following:

- Existing Conditions Survey (PDF and AutoCAD)
- Field Investigation Technical Memorandum
- Geotechnical Technical Memorandum
- Permitting Memorandum
- Preliminary Design Report

2.8 Meetings

Prepare for and attend meetings to review progress; to present results of investigation, analysis, and design; and to obtain direction on all matters requiring decisions by the City. Prepare agenda and minutes for each meeting,

and presentation materials for each working session and meeting.

3. Design Report with 30% Drawing Set

3.1 Prepare plans for the following disciplines to show existing conditions and proposed improvements:

- General
- Existing Conditions
- Geotechnical and OHM
- Civil Water, Sewer, Drain
- Utility Relocation
- Landscape
- Roadway
- Structural
- Traffic Management

The documents will be of sufficient detail to indicate to the City the quantity and quality of the proposed work, and be in general conformance with the recommendations of the Preliminary Design Report. Plans shall be prepared at 1" = 20' scale.

Perform detailed hydraulic modeling and other calculations, as necessary, for the 30% design of the proposed improvements.

Prepare a minimum CLASS 3 cost estimate in accordance AACE International guidelines. Cost estimates shall include a recommended construction phase schedule establishing mid-point of construction.

3.2 Deliverables

Each deliverable shall be provided as a draft for one round of City review and subsequently revised to address City comments. Typical deliverables provided to the City for past projects have included two hard-copies and one electronic-copy of the following:

- 30% Plan Set and Cost Estimate
- Comment log

3.3 Meetings

Prepare for and attend the meetings to review progress; to present results of investigation, analysis, and design; and to obtain direction on all matters requiring decisions by the City. Prepare agenda and minutes for each meeting, and updated presentation materials for each workshop and public meeting.

4. Permitting Support

Perform the following activities for the project duration:

- Finalize identification of permits and authorizations required for award of the Project to a Construction

Contractor

- Draft and submit associated permit applications to the agencies on behalf of the City. All applicable fees will be paid by the consultant team.

4.1 Deliverables

Each deliverable shall be provided as a draft for one round of City review and subsequently revised to address City comments. Typical deliverables provided to the City for past projects have included two hard-copies and one electronic-copy of the following:

- Applications for all required permits and authorizations
- Permitting Memorandum

4.2 Meetings

Prepare for and attend the meetings with City staff and outside agencies to review progress of permit applications and to obtain direction on all matters requiring decisions by the City. Prepare agenda and minutes for each meeting, and updated presentation materials for each meeting with outside agencies, as needed.

5. Community Engagement

Provide technical support for community engagement, including:

- Development of diagrams, figures, drawings, and other content for project websites;
- Preparation of PowerPoint slides, drawings, figures and other materials to support community engagement meetings;
- Support for the creation and distribution of flyers, notifications, posters and other items to encourage attendance and involvement, and
- Participation in up to three (3) public community engagement meetings.

Technical Project Approach and Qualification Requirements

The qualification package must convey an understanding of the nature of the work and present the skills, resources, and methodology that will be utilized to successfully deliver the scope of services and provide any added value to the City. Although the project's focus is the design of collection systems for wastewater and stormwater, the project scope must also address the impact of increased stormwater flows on the Mystic River and compliance with the NPDES MS4 Permit and the Mystic River Alternative TMDL.

Coordination with Other Projects

Somerville is currently developing a [Combined Sewer Overflow Long Term Control Plan](#) (CSO-LTCP) in cooperation with MWRA and the City of Cambridge to be approved by DEP and EPA. Alternatives developed and evaluated for the LTCP will modify the interventions recommended by the Citywide Drainage and Water Quality Master Plan and will develop other CSO-centric interventions. Likewise, the details of implementation determined by the work outlined in this RFQ will influence the evaluation of CSO mitigation alternatives. The recommendations of both efforts will ultimately inform the City's long-term Capital Investment Plan.

It is assumed that work performed by the successful respondent to this RFQ will include hydraulic modeling utilizing the same model being employed by Dewberry, Stantec and AECOM on the CSO-LTCP for Somerville, Cambridge, and MWRA respectively. Therefore, this project must be coordinated with the LTCF project, and model updates carefully controlled across the teams.

Somerville has other projects underway that may geographically overlap with project areas in this RFQ and/or include system improvements that may influence the New Mystic River Outfall, Foss Park Area Sewer Separation design, including but not limited to:

- Annual combined sewer system CCTV and pipeline rehabilitation
- Annual water main and streetscapes improvements
- MWRA Somerville Marginal interconnection improvements

The selected team for this RFQ will need to provide updates to and receive updates from other project teams.

Project Team

The qualification package must identify the individuals proposed as the Project Team and demonstrate that team members have the specific experience outlined in this request. This is a complex project that will need to be completed efficiently. The City believes that having project staff be local and available on short notice for site visits and meetings will be important to a successful project.

Identify the team organization, provide resumes for each team member, and designate a team leader. The Project Team must demonstrate experience in the following specialty areas, at a minimum:

- Hydraulics and hydrology – demonstrated proficiency in Infoworks ICM for combined sewer networks greater than 200 acres;
- Combined sewer separation – complex drain and sewer separation expertise.
- Soil management: urban fill materials, soil classifications, and disposal requirements;
- IDDE and inflow removal;
- Clean Water Act permitting processes and life cycle;
- Green Infrastructure in large, dense urban areas;
- Complete Streets;
- State/Federal Funding – procurement and compliance with state and federal funding programs, for example SRF, FEMA BRIC grant.

The following disciplines must be represented in the Project Team: stormwater planner experienced in computerized hydraulic modeling; permit compliance planner or engineer; wetland scientist; civil engineer; structural engineer; roadway engineer; geotechnical engineer; landscape architect; LSP; and topographical survey. Other disciplines may be added as needed. Each team member must demonstrate successful experience within his or her discipline and declare their registration or license to practice professionally within the Commonwealth of Massachusetts.

Construction Phase Capacity

Construction phase services will not be included in this RFQ, but might be added to the awarded contract once

the project progresses to design. Therefore, qualification packages must demonstrate the capacity to perform all aspects of construction phase engineering, management, and administration.

Representative Projects

Provide detailed descriptions of at least five (5) representative projects that best illustrate the firm's ability to provide services similar in size and complexity to the Project. Representative projects must have been designed within the last 10 years in New England EPA Region 1, and preferably in the Massachusetts and the MWRA sewer service area.

- At least 3 of the 5 projects shall be complex drain and sewer separation projects of at least 100 acres in densely congested urban areas, with at least 1 of the projects including an outfall construction into a river.
- The qualification package shall demonstrate that they have provided Resident Project Representative Services for 3 or more large complex drain or sewer projects in densely congested urban areas within the last 10 years in Massachusetts.

Each representative project shall identify any Project Team member that participated in the project and explain his or her involvement. Projects completed by a Project Team member while working at a prior firm shall not be utilized as a representative project for the firm but may be considered for that individual's background.

Schedule

The qualification package must establish a design, permitting, and construction phase approach and schedule to complete all work in project area as efficiently as possible in an effort to advance the City's planning efforts. The project delivery method shall be design-bid-build.

- Preliminary Design shall be completed within 9 months.
- 30% Design shall be completed within 3 months after the delivery of the final Preliminary Design Report.

Estimated Project Cost

Construction cost has been estimated at \$29,000,000.

Quality Requirements Form

Quality requirements, or basic business requirements, are the minimum set of standards that an entity must meet and certify to be considered responsible and responsive. **Please complete the Quality Requirements form, below, and submit it with your completed proposal.** The City of Somerville will disqualify any response that does not meet the minimum quality requirements. A "No" response to items 1 through 6, or a failure to respond to any of the following minimum standards, will result in disqualification of your proposal.

QUALITY REQUIREMENTS		YES	NO
1.	As a vendor, are you capable of providing the Engineering Services for the New Mystic River Outfall, Foss Park Area Sewer Separation – Flood Relief and CSO Mitigation Enabling as described in the project summary?		
2.	Have you identified your Project Team, with a list of members, and included their resumes?		
3.	Does the Vendor have five (5) or more years of experience in providing similar Engineering Services in a municipal setting?		
4.	Has the Vendor successfully completed at least five (5) representative projects similar in size and scope within the past ten (10) years?		
5.	Has the Vendor supplied a reference form with at least three entities, at least two of which are in the public sector, where they conducted similar Engineering Services?		
6.	Has the Vendor's Project Team identified experience in hydraulics and hydrology; combined sewer separation; permitting; IDDE and inflow removal; green infrastructure at large; and Complete Streets?		
7.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business? Additional minority designations may be submitted by attaching supporting documentation.		

In order to provide verification of affirmative responses to items 1 through 6 under the quality requirements listed in the Quality Requirements Form, Offeror must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.

Period of Performance

The period of performance for this contract begins on or about 6/19/2023 and ends on or about 6/18/2026. If applicable, optional renewal years may be exercised by the sole discretion of the City (see cover page for anticipated contract term).

Place of Performance

All services, delivery, and other required support shall be conducted in Somerville and other locations designated by the Department point of contact. Meetings between the Vendor and City personnel shall be held at the City of Somerville, Massachusetts, unless otherwise specified.

Vendor Conduct

The Vendor's employees shall comply with all City regulations, policies, and procedures. The Vendor shall ensure that their employees present professional work attire at all times. The authorized contracting body of the City may, at his/her sole discretion, direct the Vendor to remove any Vendor employee from City facilities for misconduct or safety reasons. Such rule does not relieve the Vendor of their responsibility to provide sufficient and timely service. The City will provide the Vendor with immediate written notice for the removal of the employee. Vendors must be knowledgeable of the conflict of interest law found on the Commonwealth's website <http://www.mass.gov/ethics/laws-and-regulations-/conflict-of-interest-information/conflict-of-interest-law.html>. Vendors may be required to take the Conflict of Interest exam.

Vendor Personnel

The Vendor shall clearly state the name of the proposed project manager. All proposed staff must demonstrate the ability to carry out the specified requirements.

Confidentiality

The Vendor agrees that it will ensure that its employees and others performing services under this contract will not use or disclose any non-public information unless authorized by the City. That includes confidential reports, information, discussions, procedures, and any other data that are collected, generated or resulting from the performance of this scope of work. All documents, photocopies, computer data, and any other information of any kind collected or received by the Vendor in connection with the contract work shall be provided to the City upon request at the termination of the contract (i.e., the date on which final payment is made on the contract or at such other time as may be requested by the City or as otherwise agreed by City and the Vendor). The Vendor may not discuss the contract work in progress with any outside party, including responding to media and press inquiries, without the prior written permission of the City. In addition, the Vendor may not issue news releases or similar items regarding contract award, any subsequent contract modifications, or any other contract-related matter without the prior written approval of the City. Requests to make such disclosures should be addressed in writing to the Vendor's point of contact.

Deliverables

Vendor shall provide for all day-to-day supervision, inspection, and monitoring of all work performed to ensure compliance with the contract requirements. The contractor is responsible for remedying all defects and or omissions to the supplies or services provided to ensure that said deliverables meet the requirements as detailed in the contract specifications.

RFQ # 23-43
SECTION 4.0
New Mystic River Outfall
PROPOSERS' CHECKLIST

Please ensure all documents listed on this checklist are included with your proposal. Failure to do so may subject the proposer to disqualification.

Non-Price Proposal

Required with Sealed Proposals

- _____ Cover Letter
- _____ Acknowledgement of Addenda (if applicable and non-price related)
- _____ Qualifications and Non-Price Proposal with the following headings:
 - 1. Firm Qualifications & Experience, including demonstration of:
 - a. Project Management and Controls
 - b. Preliminary Design, Permitting & Field Investigations
 - c. Final Design Engineering
 - d. Community Engagement
 - e. Estimates of Probable Construction Cost & Bidding Assistance
 - f. Engineering Services During Construction
 - g. Project Close-Out Services
 - 2. Project Team
 - 3. Project Understanding, Methodology & Approach
 - 4. Schedule and Project Team Availability
 - 5. References
- _____ Quality Requirements (See Section 2.0)
- _____ Somerville Living Wage Form
- _____ Certificate of Non-Collusion and Tax Compliance
- _____ Wage Theft Ordinance Form
- _____ Certificate of Signature Authority
- _____ Supplier Diversity Certification (if applicable)
- _____ Reference Form (or equivalent may be attached)
- _____ Vulnerable Road Users Ordinance

_____ W9

Required with Contract, *Post Award*

_____ Certificate of Good Standing (will be required of awarded Vendor; please furnish with proposal if available)

_____ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)

_____ Statement of Management (if applicable)

_____ Price Form



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 **7/1/2022** “Living Wage” shall be deemed to be an hourly wage of no less than **\$15.96** 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 Procurement & Contracting Services Department.

Form: _____
Contract Number: _____

CITY OF SOMERVILLE

Rev. 04/14/2022

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: _____



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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

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CITY OF SOMERVILLE

Rev. 04/14/2022

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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 **7/1/2022** is **\$15.96** 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 Procurement & Contracting Services Department directly.

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: _____

REFERENCE FORM

Bidder: _____

IFB Title: _____

Bidder must provide references for: Three other similar sized Municipalities provided the same services

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____

Reference:_____ Contact:_____

Address:_____ Phone:_____

_____ Email:_____

Description and date(s) of supplies or services provided:_____



SOMERVILLE SUPPLIER DIVERSITY CERTIFICATION FORM

Background

The City of Somerville is an equal opportunity employer and encourages businesses to apply to work with the City that are representative of the City's diverse community. In an effort to increase the opportunities for disadvantaged and small businesses within Somerville and surrounding communities, the City recognizes Massachusetts' Operational Services Division's Supplier Diversity Office certification program.

Application Process

Applicable parties may learn more about the Commonwealth's supplier diversity certification process and apply here <https://www.mass.gov/supplier-diversity-office>. During the certification process, which takes approximately 30 days, the SDO investigates applicant companies to make sure they meet applicable legal requirements. Under SDO regulations, the applicant firm must prove it is at least 51% owned and dominantly controlled by adult minority, women, Portuguese, or veteran principals who are U.S. citizens or lawful permanent residents. Firms also must be ongoing and independent.

Certifications

Check all those that apply:

- ☐ **Minority Business Enterprises (MBE)**
- ☐ **Women Business Enterprises (WBE)**
- ☐ **Veteran Business Enterprises (VBE)**
- ☐ **Portuguese Business Enterprises (PBE)**
- ☐ **Other** _____

The undersigned certifies that the applicant has received certification from the Massachusetts Supplier Diversity Office for the SDO category/categories listed above and has provided the City of Somerville with a copy of the SDO certification letter.

CERTIFIED BY:

Signature: _____
(Duly Authorized Representative of Vendor)

Title: _____

Name of Vendor: _____

Date: _____



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

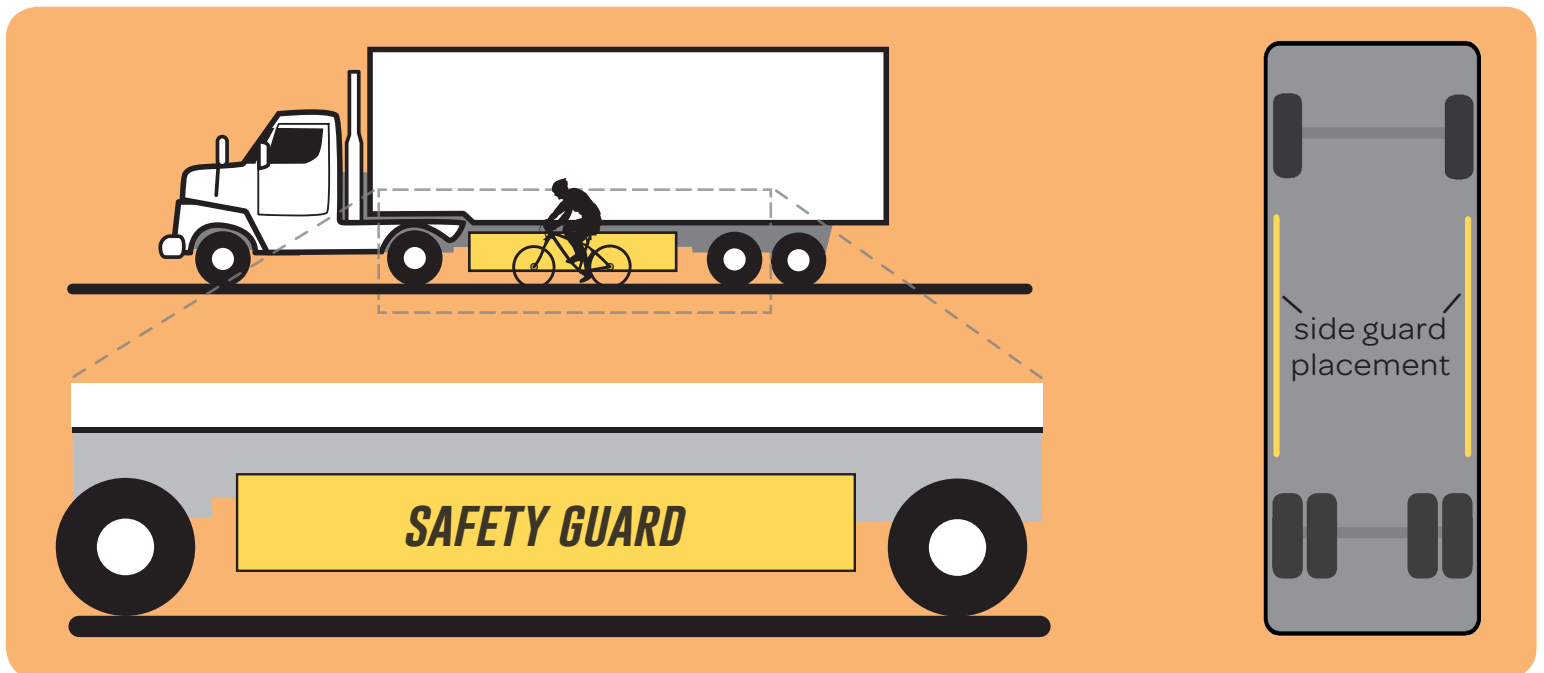


CITY OF SOMERVILLE

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.



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



SECRETARY OF THE COMMONWEALTH'S

CERTIFICATE OF GOOD STANDING

CERTIFICATE OF GOOD STANDING as provided by the Secretary of the Commonwealth

The **Awarded Vendor** must comply with our request for a **CURRENT "Certificate of Good Standing" provided by the Secretary of the Commonwealth's Office**

NOTE: A Certificate of Good Standing provided by the Department of Revenue will NOT be accepted. The Certificate *must* be provided by the Secretary of the Commonwealth's Office.

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 The Commonwealth's Office at (617) 727-2850 (Press #1) located at One (1) Ashburton Place, 17 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.

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 Chief Procurement Officer 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 Procurement and Contracting Services 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):
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

APPENDIX A
City's General Terms and Conditions

The City and the Design Professional Further Agree to the Following:

**ARTICLE 1
DEFINITIONS**

1.1. In General.

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

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

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

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

1.2. Definitions.

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

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

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

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

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

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

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

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

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

some portion of the Work.

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

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

1.2.12. Reimbursable Expenses - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the **Design Professional** in the interest of the Project, as identified by the following: long distance calls and faxes; fees paid for securing approval of authorities having jurisdiction over the Project; reasonable expense of reproduction necessary for the rendition of services hereunder, which expense shall not include the expense of producing the sets of documents referred to in the Schematic Design Phase, the Design Development Phase, and the Construction Document Phase herein, as these expenses are covered in the **Design Professional's** compensation for Basic Services; expense of postage and such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the **City**. Payment for photocopying letter or legal size documents shall not exceed 10¢ per page. Payment for all other documents shall be at cost. Sales tax is not a reimbursable expense. The **City's** tax-exempt number is E04-600-1414.

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

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

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

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

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

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

ARTICLE 2

THE DESIGN PROFESSIONAL'S RESPONSIBILITIES

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

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

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

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

ARTICLE 3

SCOPE OF THE DESIGN PROFESSIONAL'S BASIC SERVICES

3.1. IN GENERAL.

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

3.1.1.1. those services identified below within the different phases;

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

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

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

3.1.1.2.3 for roadway, bridge, and other public works projects other than park/playground projects, **all** surveys (unless provided by the **City**), geotechnical services, testing services, and related information and reports reasonably required by the Project, geotechnical and civil engineers; independent cost estimators; fire protection, life safety, and lighting consultants; and normal structural, mechanical, electrical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments).

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

3.1.1.4. preparing for and appearing on the **City's** behalf at all administrative or regulatory hearings, presentations, or conferences with respect to any zoning, building code, urban renewal, or other matters in connection with the Project, including, without limitation, any hearings, presentations, or conferences

with any City, State, or Federal agencies or officials and any neighborhood groups. The **Design Professional's** obligations under this paragraph shall include preparing plans and other materials reasonably required in connection with any such hearings, presentations, and conferences;

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

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

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

3.1.2.1. Record Keeping.

As the Construction Phase progresses, the **Design Professional** shall work with the Contractor to maintain four separate sets of in-progress record drawings (blueline or blackline) at the Site, one set each for mechanical, electrical, irrigation, and structural disciplines, as needed. All deviations from the Construction Documents and the exact locations of the Work as installed and constructed shall be neatly and accurately indicated. Work completed to date shall be colored and highlighted.

3.1.2.2. Permanent Record Drawing Preparation.

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

3.1.2.3. Review of Record Drawings at Substantial Completion.

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

3.1.2.4. Submission to the **City**.

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

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

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

3.1.2.4.3 Four sets of in-progress record drawings.

3.2. SCHEMATIC DESIGN PHASE.

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

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

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

3.2.4. Alternative Approaches. The **Design Professional** shall review with the **City** alternative approaches to the design and construction of the Project.

3.2.5. Schematic Design Documents. The **Design Professional** shall prepare, for approval by the **City**, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based upon the program approved by the **City**, as well as schedule and construction

budget requirements, the Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

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

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

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

3.2.8 SUSTAINABLE DESIGN CRITERIA. INSERT REQUIREMENTS AS TO SUSTAINABLE DESIGN. If applicable, See RFP.

3.3. DESIGN DEVELOPMENT PHASE.

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

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

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

3.4. CONSTRUCTION DOCUMENT PHASE.

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

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

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

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

written consent of the **City**. The **Design Professional** shall prepare and submit to the **City** for approval the entire Project Manual. The **Design Professional** is responsible for ensuring that the Construction Documents comply with all statutory requirements.

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

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

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

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

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

3.5. BIDDING AND AWARD PHASE.

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

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

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

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

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

successive low Bidder until a Bidder is approved. For every Bidder investigated, the **Design Professional** must provide the **City** with a detailed letter as described above.

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

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

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

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

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

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

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

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

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

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

3.6.9. Applications and Certifications for Payment. Based on the **Design Professional's** observations of the Work and evaluations of the Contractor's applications for payment, the **Design Professional** shall review and certify the appropriate amounts due the Contractor within five (5) business days after receipt of the Contractor's application for payment, and such certifications shall be in the form requested by the **City**. The **Design Professional's** certification for payment shall constitute a representation to the **City** based on the **Design Professional's** observations at the site and on the data comprising the Contractor's application for payment that

the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the **Design Professional**. The **Design Professional** is required to review and validate the certified payrolls. The **Design Professional** is required to reconcile the applications for payment with the certified payrolls. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. Timely payment of Contractor is required by M.G.L. c. 30, §39K; therefore, the **Design Professional** shall establish office procedures assuring either immediate mail or messenger delivery of the approved applications for payment to the **City**. Notwithstanding the foregoing, the Mayor's Office of Strategic Planning and Community Development (SPCD) shall be responsible for monitoring and certifying construction payrolls for compliance with prevailing wage requirements (a) if the Contract is a federally funded contract subject to federal Davis Bacon and Related Acts; and/or (b) if SPCD is the Contracting Department.

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

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

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

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

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

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

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

3.6.15. Claims.

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

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

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

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

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

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

3.6.15.3. Decisions.

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

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

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

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

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

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

3.6.19. Limitation on the Design Professional's Responsibilities.

3.6.19.1. Neither the **Design Professional's** authority to act under the provisions of the Contract Documents nor any decision made by the **Design Professional** in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Design Professional** to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or any other person.

The **Design Professional** will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 5 of the General Terms and Conditions. The **Design Professional** will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The **Design Professional** will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

ARTICLE 4

DESIGN PROFESSIONAL'S ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

Design Professional shall provide the City with a Maintenance Manual for the project. The manual shall be used by the Somerville Department of Public Works staff as a scheduling and procedural guideline for maintaining all aspects of the Park, including but not limited to plantings, turf, irrigation systems, water features, surfaces, fencing, and all park amenities.

A basic electronic template for the manual shall be provided to the Design Professional by the City. The manual will be reviewed and approved by the City's project representative before final acceptance.

The final version will be provided to the City as a three ring binder and a CD. The manual shall be clearly organized and labeled, and shall include a recommended schedule for all maintenance work.

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

ARTICLE 5

OTHER CONDITIONS OR SERVICES

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

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

ARTICLE 6

THE CITY'S RESPONSIBILITIES

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

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

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

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

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

of the **City** pursuant to this section.

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

ARTICLE 7

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

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

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

ARTICLE 8

BASIS OF COMPENSATION

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

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

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

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

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

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

ARTICLE 9

PAYMENT TO THE DESIGN PROFESSIONAL

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

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

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

ARTICLE 10 INSURANCE REQUIREMENTS

10.1. LIABILITY INSURANCE. The **Design Professional** at its own expense must obtain and maintain a professional liability insurance policy covering negligent errors, omissions, and acts of the **Design Professional** or of any person for whose performance the **Design Professional** is legally liable arising out of the performance of such contracts for design services. The **City** may require a consultant employed by the **Design Professional** subject to this subparagraph to obtain and maintain a similar liability insurance policy. If the **Design Professional** is required by the **City** to obtain all or a portion of such insurance coverage, it shall at its own expense furnish a certificate or certificates of insurance coverage to the **City** prior to the award of the contract. Certificates of insurance are attached hereto as APPENDIX C. Any amendments these insurance requirements are set forth in APPENDIX C.

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

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

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

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

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

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

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

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

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

such certificate in accordance with the provisions of this paragraph.

ARTICLE 11
STATUTORY RECORD-KEEPING AND RECORD-FILING REQUIREMENTS
(M.G.L. C. 30, §39R)

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

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

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

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

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

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

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

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

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

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

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

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

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

11.7.1. whether the representations of management in response to this paragraph and the previous paragraph are

consistent with the result of management's evaluation of the system of internal accounting controls; and

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

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

(Reference: M.G.L. c. 30, §39R)

ARTICLE 12

TERMINATION, SUSPENSION, OR ABANDONMENT

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

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

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

12.4. If the **City** fails to make payment when due for services and expenses properly performed, the **Design Professional** may, upon thirty (30) days' written notice to the **City**, suspend performance of services under this Agreement. Unless the **Design Professional** receives within thirty (30) days of the date of the notice payment in full for such services that have been properly performed, the suspension

12.5. shall take effect without further notice. In the event of a suspension of services, the **Design Professional** shall have no liability to the **City** for delay or damage caused by the **City** because of such suspension of services.

ARTICLE 13

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

13.7. NOTICES AND DEMANDS. Notices and demands required by or permitted to be given hereunder shall be hand-delivered or given by registered or certified mail and shall be addressed to the parties at the at the addresses set forth as follows:

To the City:

Executive Director
Mayor's Office of Strategic Planning & Community Development
City Hall
93 Highland Avenue
Somerville, MA 02143
Tel #: 617-625-6600 x2510
Fax #: 617-625-0722

With a Copy to:

City Solicitor
Law Department, City Hall
93 Highland Avenue
Somerville, MA 02143

Purchasing Director
City Hall
93 Highland Avenue
Somerville, MA 02143

To the Vendor: Vendor Name, Attn: Vendor Contact, Vendor Address, Vendor Fax, all as set forth on the first page of this Agreement.

Such notices and demands may be sent by facsimile transmission if such transmission is followed by hand delivery or registered or certified mail on the same day or the following business day. Notice and demands shall be deemed to have been given when delivered, or when mailed, or when transmitted by facsimile, if followed by hand delivery or registered or certified mail as provided herein.

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

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

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

13.10. INDEMNIFICATION. For all matters other than those arising out of Design Professional's professional services (such other matters commonly known as "General Liability Claims"), the **Design Professional** shall indemnify and defend the **City** from and against all claims, costs, and to the extent that such claims, costs, and liability are the result of the negligent acts, errors, or omissions of the **Design Professional**, or breaches by the **Design Professional** of its obligations hereunder or (with respect to the **Design Professional's** duty to defend) are claimed to be the result thereof.

For all matters arising out of Design Professional's professional services, Design Professional agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and all of their agents and employees against claims damages, liabilities and costs, including reasonable attorney's fees, to the extent caused by the negligent performance of Design Professional's, or third parties under the direction or control of Design Professional, in the performance of professional services under this Agreement.

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

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

ARTICLE 14 CERTIFICATIONS

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

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

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

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

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

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

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

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

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

14.1.5. the **Design Professional** has complied with all the laws of the Commonwealth pertaining to taxes, reporting of employees and contractors, and withholding and remitting child support (M.G.L. c. 62C, §49A). The Vendor certifies that it has provided the City with an accurate tax identification number (TIN). In the event that the City is notified by the IRS for an incorrect TIN provided by the Vendor, the Vendor is responsible for penalties.

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

ARTICLE 15 TRUTH IN NEGOTIATIONS

15.1 Truth-in-Negotiations Certificate: 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:

15.1.1 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

15 .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 Owner determines that the fee was increased by such amounts due to inaccurate, incomplete or non-current wage rates or other costs.

15.2 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 Subconsultant 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 Subconsultant 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 .

APPENDIX B

Table 1. Precipitation-Duration-Frequency Tables for Somerville Based on NOAA's Atlas 14

PDS-based precipitation frequency estimates with 90% confidence intervals (in inches) ¹										
Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.302 (0.240-0.376)	0.371 (0.295-0.462)	0.484 (0.383-0.606)	0.577 (0.454-0.728)	0.706 (0.537-0.944)	0.801 (0.597-1.10)	0.904 (0.655-1.31)	1.03 (0.695-1.51)	1.22 (0.790-1.87)	1.38 (0.873-2.17)
10-min	0.428 (0.340-0.533)	0.525 (0.417-0.655)	0.685 (0.542-0.857)	0.817 (0.642-1.03)	1.00 (0.761-1.34)	1.14 (0.846-1.56)	1.28 (0.929-1.85)	1.46 (0.985-2.14)	1.72 (1.12-2.65)	1.95 (1.24-3.07)
15-min	0.503 (0.400-0.627)	0.618 (0.491-0.771)	0.806 (0.638-1.01)	0.962 (0.756-1.21)	1.18 (0.895-1.57)	1.34 (0.995-1.84)	1.51 (1.09-2.18)	1.71 (1.16-2.52)	2.03 (1.32-3.11)	2.30 (1.46-3.61)
30-min	0.687 (0.546-0.856)	0.845 (0.672-1.05)	1.10 (0.873-1.38)	1.32 (1.04-1.66)	1.62 (1.23-2.16)	1.83 (1.37-2.52)	2.07 (1.50-3.00)	2.36 (1.60-3.47)	2.80 (1.82-4.29)	3.17 (2.01-4.98)
60-min	0.871 (0.693-1.09)	1.07 (0.852-1.34)	1.40 (1.11-1.76)	1.68 (1.32-2.12)	2.06 (1.56-2.75)	2.33 (1.74-3.21)	2.64 (1.91-3.81)	3.00 (2.03-4.42)	3.57 (2.31-5.47)	4.05 (2.56-6.36)
2-hr	1.12 (0.900-1.39)	1.39 (1.12-1.73)	1.84 (1.46-2.29)	2.20 (1.75-2.76)	2.71 (2.08-3.61)	3.08 (2.32-4.22)	3.49 (2.56-5.03)	4.00 (2.72-5.84)	4.80 (3.13-7.30)	5.51 (3.49-8.55)
3-hr	1.31 (1.05-1.61)	1.62 (1.31-2.00)	2.14 (1.71-2.65)	2.57 (2.04-3.21)	3.16 (2.44-4.19)	3.60 (2.72-4.91)	4.07 (3.00-5.85)	4.68 (3.18-6.78)	5.63 (3.67-8.50)	6.46 (4.11-9.97)
6-hr	1.70 (1.38-2.08)	2.10 (1.70-2.58)	2.76 (2.22-3.39)	3.31 (2.65-4.09)	4.06 (3.14-5.33)	4.61 (3.50-6.23)	5.22 (3.85-7.41)	5.98 (4.08-8.58)	7.17 (4.69-10.7)	8.21 (5.23-12.5)
12-hr	2.18 (1.78-2.65)	2.68 (2.19-3.26)	3.50 (2.84-4.28)	4.18 (3.37-5.14)	5.11 (3.98-6.65)	5.80 (4.42-7.75)	6.55 (4.85-9.17)	7.47 (5.13-10.6)	8.89 (5.84-13.1)	10.1 (6.47-15.2)
24-hr	2.64 (2.17-3.18)	3.27 (2.68-3.95)	4.30 (3.52-5.22)	5.16 (4.19-6.30)	6.34 (4.97-8.19)	7.21 (5.53-9.56)	8.16 (6.08-11.3)	9.34 (6.44-13.1)	11.2 (7.36-16.3)	12.8 (8.19-19.0)

3.2 Proposed Flood Mitigation Projects in Sewershed S2

Prior to the development of flood risk mitigation projects, a detailed hydraulic assessment of the sewershed's drainage was performed and documented in the memorandum "*Sewershed S2 Flooding Root Cause Analysis*" by Dewberry. During this effort, Dewberry updated the City's hydraulic model and refined it based on new field and record information. The model was then re-calibrated using permanent and temporary flow meters installed within the sewershed area. The model was then checked against flood complaints received by City of Somerville's residents during severe rain events in order to evaluate the accuracy of its predictions. The model was upgraded to a point where most of these complaints were successfully captured and it was then used to identify vulnerable areas. Figure 8 below shows an example flood map during a rainfall event that received flood complaints.

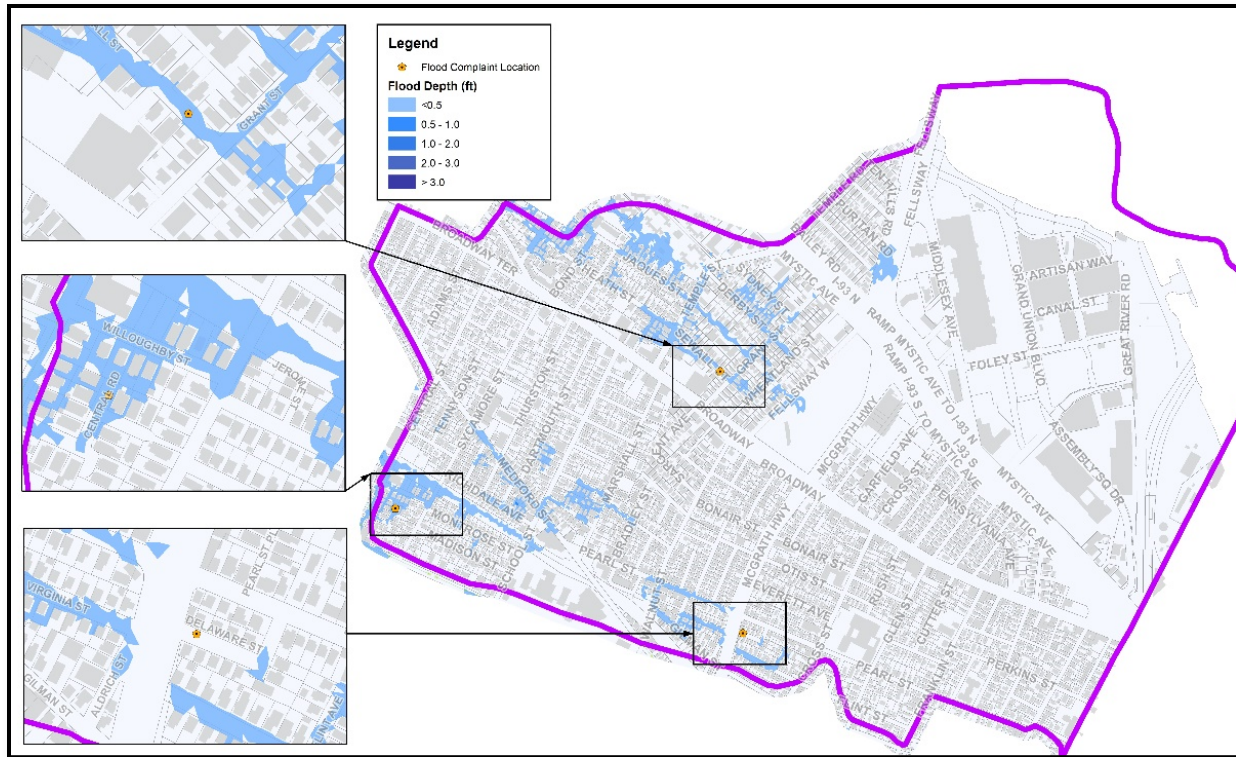


Figure 8. Flood Complaints Plotted with Simulated Flooding for July 17, 2019 Storm Event

Concept-level interventions to reduce flood risk in vulnerable areas were evaluated using the updated hydraulic. Proposed project descriptions, flood reduction, and Infiltration and Inflow (I/I) reduction benefits, as well as project feasibility considerations are described in detail as follows.

3.2.1 PROJECT 1: TEN HILLS AREA

EXISTING CONDITIONS:

Project 1 Area is roughly bounded by Temple Road to the west, Bailey Road to the south, Shore Drive to the north and Route 28 to the east. For the purposes of this report we refer to Project Area 1 as the Ten Hills Area.

Stormwater drainage in the Ten Hills Area flows southeastward from Temple Road towards a 15-inch storm drain running north to south on Ten Hills Road. This 15-inch storm drain intercepts a 12-inch drain from Bailey Road before crossing Mystic Avenue. Separate sanitary flows in the Ten Hills Area follow a similar pattern than the storm drain flows. They also flow southeastward from Temple Road towards an existing 8-inch sanitary sewer on Ten Hills Road.

Before crossing Mystic Avenue, the 8-inch sanitary sewer and the 15-inch storm drain converge at a common manhole at the intersection of Bailey Road and Ten Hills Road. In this common manhole, the storm and sanitary pipes remain separate by a vertical weir in the middle of the manhole (see Figure 9). The sanitary and storm pipes then cross Mystic Avenue parallel to one another, merging again at another common manhole on the south side of the Mystic Avenue northbound lane. Similar to the upstream manhole, this manhole is also a common manhole, separating sanitary and stormwater flows via a vertical weir (see Figure 10).

At this common manhole, the 15-inch storm drain connects to a larger, 50-inch combined sewer which becomes 72 inches in diameter further downstream following McGrath Highway before intercepting an 84-inch conduit downstream of the RE-071A regulator and upstream of the Somerville Marginal Facility (see Figure 2). The 8-inch sanitary sewer takes a sharp right turn (Figure 10) before connecting directly to the Medford Branch Sewer on Mystic Avenue.

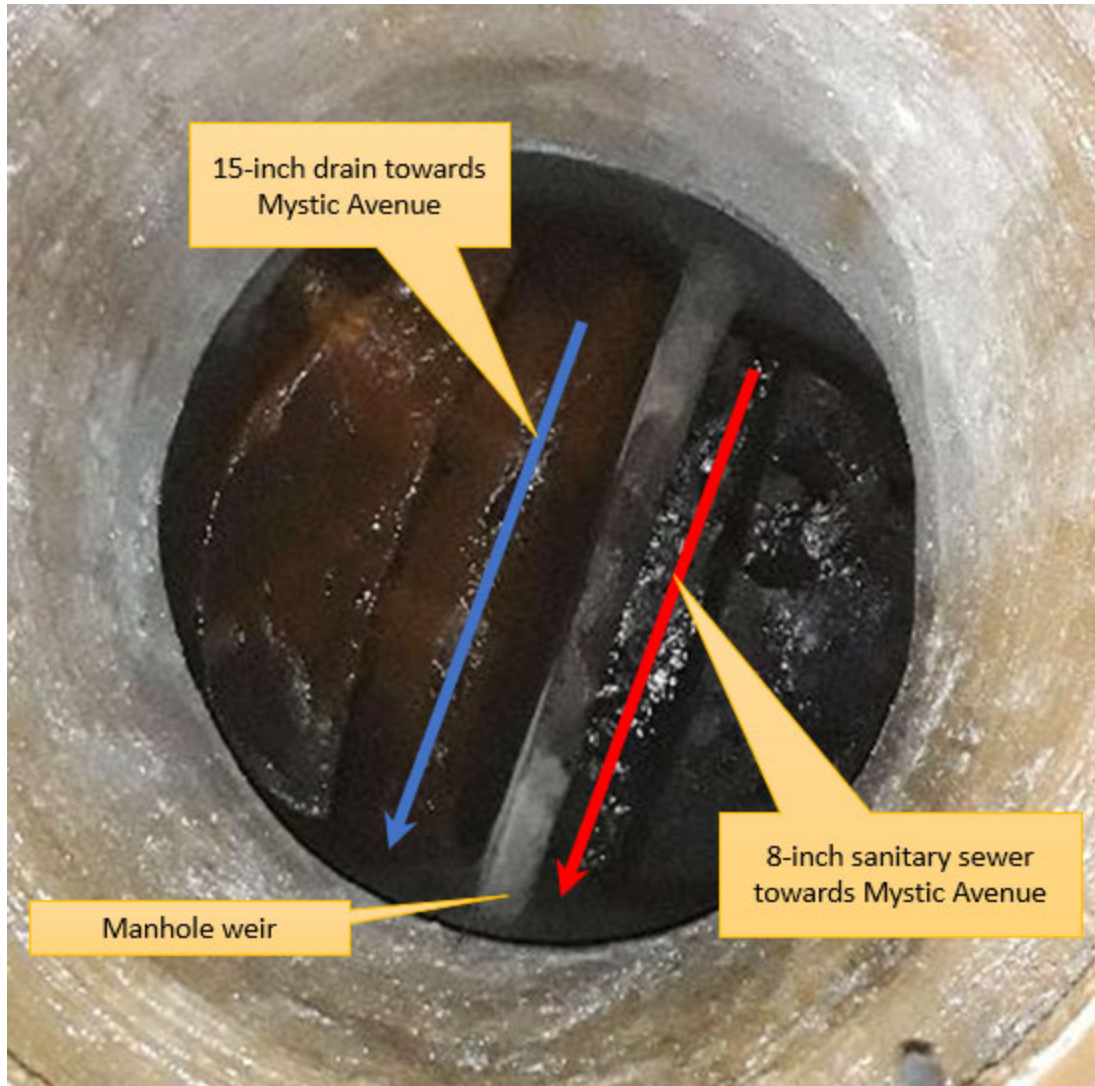


Figure 9. Common Manhole Interior with Vertical Weir at Bailey Road and Ten Hills Road

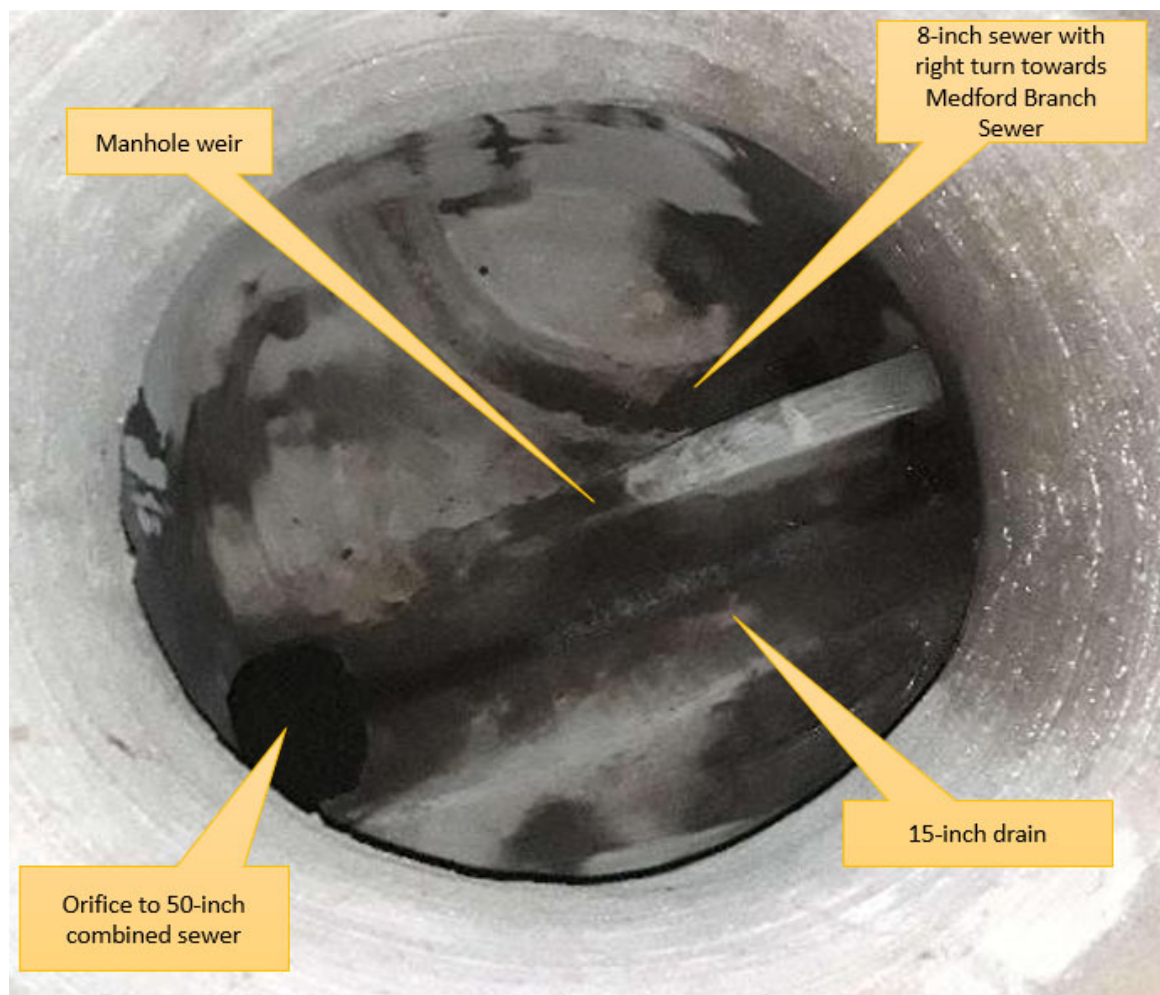


Figure 10. Common Manhole Interior with Vertical Weir at Mystic Avenue

Current City of Somerville records show that each street in the Ten Hills Area has both a sanitary sewer and a storm drain running parallel to one another. Based on this information, Dewberry believes sanitary and stormwater flows in the area to be fully separated along these streets, but they recombine further downstream because there is no dedicated stormwater outfall and wet weather flows ultimately connect to the MWRA system.

As shown in Figure 3, one flood complaint was recorded in 2019 on Temple Road. As discussed in the “*Sewershed S2 Flooding Root Cause Analysis*” memorandum, it is unlikely that Temple Road flooded because this road is at an elevated location. Dewberry suspects that the flood complaint originated from a residence on Temple Road, but the actual flooding occurred in low-lying spots within the project area along Ten Hills Road (see Figure 11). Flood maps like the one shown in Figure 8 show Ten Hills Road as the most vulnerable to flooding within the project area. The proposed project presented herein aims at reducing flood risk in this area as much as possibly feasible from a technical standpoint.

Figures 12 shows the Project 1 area boundaries as well as the existing piping system. Maps showing flooding in existing system conditions for the selected design storms are provided in Appendix B.

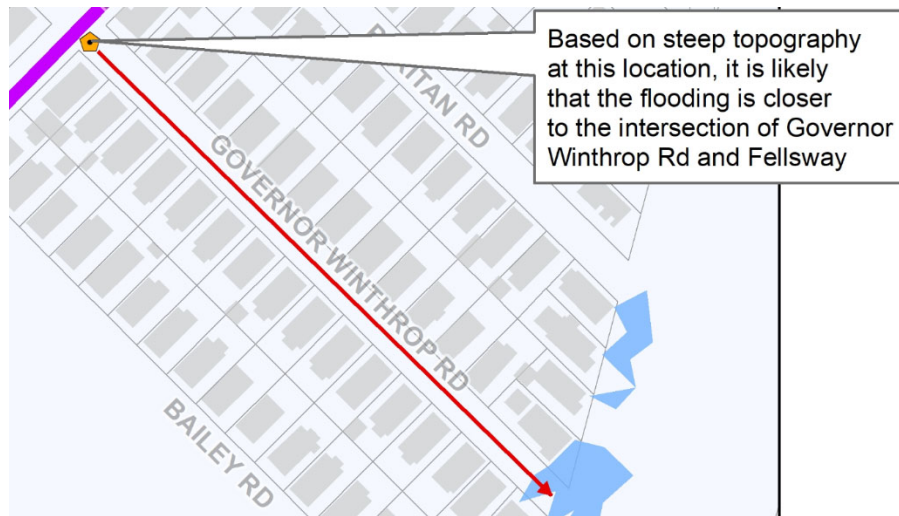


Figure 11. Relative Locations of Flooding and Site where the Complaint Originated in the 07/31/2019 storm event

PROJECT DESCRIPTION:

The project proposed for this area primarily involves the following major components:

- Flow testing was performed in the area in early 2021 by the MWRA. This work confirmed that this neighborhood is fully separated even though sanitary and storm flows recombine further downstream. Therefore, Dewberry anticipates no further sewer separation will be required and minimal confirmation work via dye-testing or CCTV to isolate any remaining sources of sanitary flows will be necessary in the Ten Hills area.
- Rehabilitate existing conduits and manholes in place to extend their useful life.
- Increase inlet capacity at low points to minimize flooding during intense storm events.
- Design the project so that it provides an I/I reduction benefit by rerouting stormwater flows away from the 72-inch combined sewer on McGrath Highway and to proposed (Option 1A) or existing (Options 1B or Option 1C) stormwater outfalls. The three rerouting options that were evaluated are described below:
 1. **Option 1A:** Open-trench installation of a 78-inch storm drain northward along the grassed strip between Ten Hills Road and Route 28, turning west onto Shore Drive and ultimately discharging into the Mystic River on the upstream side of the Route 28 bridge. This trunk drain was sized at 78 inches to allow connection from other, potential future projects within Sewershed S2 (see Projects 2 and 5 in this report). If only drainage from Project 1 area were to be connected to this drain, a 24-inch diameter pipe would be sufficient. Currently, there is an existing outfall (Outfall 29) at the location of the proposed 78-inch pipe discharge point. This outfall drains a small area of Shore Drive. The proposed conduit would replace Outfall 29 and collect runoff from its current tributary area.
 2. **Option 1B:** Open-trench installation of a 78-inch storm drain northward along the grassed strip between Ten Hills Road and Route 28 until the merging of Shore Road and Route 28 where the 78-inch drain would take a 90-degree right turn and cross Route 28 using trenchless methods. The crossing would extend to the parking lot between Grand Union Boulevard and Middlesex Avenue in order to bring storm flows to the existing 90-inch x 132-inch box culvert, downstream of the Somerville Marginal Facility. The existing 90-inch x 132-inch box culvert outlets to the Mystic River downstream of the dam as a primary outfall or upstream of the dam during high tide events.
 3. **Option 1C:** Open-trench installation of a 78-inch storm drain westward along the Mystic Avenue southbound lane from Fellsway W to Shore Drive. This drain would then intercept the existing drain on

Shore Drive that outlets by the Blessing of the Bay facility and would need to be upsized from the existing 48-inch to 78-inch diameter.

These three drain routing alternatives were evaluated. Option 1C was ultimately discarded for further evaluation because significant utility conflicts were anticipated, and execution of the project would cause major disruption to Mystic Avenue, a crucial traffic artery, for an extended period of time. Options 1A and 1B also have challenges but were deemed to be more feasible for design and construction. These options also carried a significant cost savings compared to Option 1C while providing the same hydraulic benefits.

Note: A 24-inch drain would be required if stormwater runoff from only the Ten Hills Area were to be conveyed to an outfall. There are other proposed projects in this report that could connect to this same outfall conduit (i.e. Projects 2 and 5). If stormwater drainage from Projects 1, 2, and 5 were to be connected to the same stormwater drain, a 78-inch diameter pipe would be required. For costing purposes, Dewberry assumed a 78-inch pipe in order to accommodate future connections.

Proposed conditions for Project 1 area are depicted in Figure 13.



Figure 12. Project 1 Area - Existing Conditions

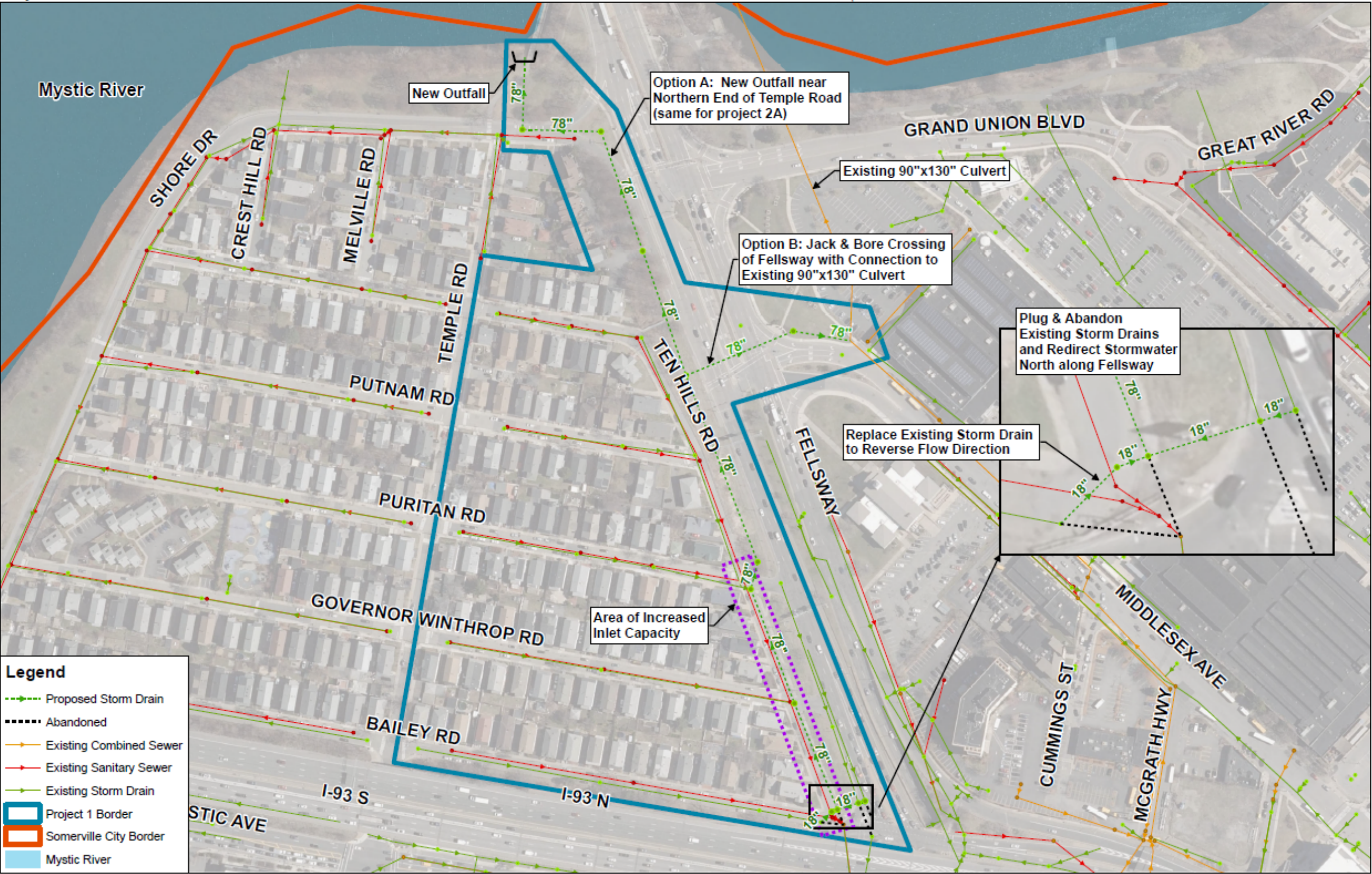


Figure 13. Project 1 Area - Proposed Improvements

FLOOD REDUCTION AND I/I BENEFITS:

The benefits of Project 1 in terms of flood volume reduction are summarized in the table below. Flood maps of the project area are included in Appendix B for:

1. Existing system conditions
2. Implementation of proposed project in the project area

As shown in the table below, implementation of the proposed project would eliminate flooding in the project area for both the 10-year, 24-hour and the 10-year, 30-minute design storms.

Table 2 also presents potential I/I reduction that could be realized with the project. I/I reduction was estimated using the 1-year, 6-hour MassDEP storm per MassDEP guidelines. A master table providing both flood reduction and I/I benefits for all projects proposed is included in Appendix B.

Table 2. Flood Volumes in Project 1 Area during the 10-Year Storms and I/I Reduction under Different System Conditions

DESIGN STORM	EXISTING CONDITIONS (MILLION GALLONS)	AFTER PROJECT 1 IMPLEMENTATION (MILLION GALLONS)
10-year 24-hour storm	0.02	0.00
10-year 30-minute storm	0.02	0.00
I/I Reduction	n/a	0.25

FEASIBILITY CONSIDERATIONS:

The following are factors to be considered that could impact the feasibility and constructability of the proposed interventions:

- **Private Inflow Redirection** - Due to the fact that some private inflow sources are likely to be redirected to sanitary sewers, careful evaluation of the separated sanitary system performance needs to be conducted in order to assure no negative impacts to residents will occur due to back flows into buildings.
- **New Outfall Pipe** - This pipe would run parallel to Route 28 for both Option 1A and 1B. Dewberry anticipates that significant permitting efforts and review of the project by MassDOT will need to be conducted, potentially impacting cost and schedule. It is unclear without a recent survey what utilities are present along the grass strip between Route 28 and Ten Hills Road as well as across Route 28 so there is the potential for unanticipated conflicts. These conflicts would need to be addressed during a more advanced design stage.
- **Trenchless Crossing across Route 28 (Option 1B)** - The trenchless crossing presented in Option 1B is likely to pose significant challenges, especially if the larger, 78-inch pipe diameter option is pursued. Careful coordination with MassDOT during design will be essential for permit approval. The size of the bore may facilitate installation using a different type of trenchless technology to be assessed at a later design stage. Bore launch and receiving pits will need to be carefully coordinated and will likely need to be installed within MassDOT right-of-way and/or on private property.
- **Permitting** - This project will require a significant permitting effort with multiple state and local agencies because of the location of the proposed stormwater outfall pipe and the construction of a new outfall (Option 1A) or the connection to an existing conduit used by the MWRA as a CSO outfall conduit (Option 1B). Dewberry anticipates permits will be required from MWRA, MassDOT, the Conservation Commission, and MassDEP at a minimum.
- **Discharge of New Stormwater Flows**: Even though an existing outfall currently exists where the new outfall is proposed under Alternative 1A, the new configuration would result in a significant increase in stormwater

discharges, which will need to be treated. Treating stormwater prior to discharge may come at a significant cost and carry hefty O&M requirements.

- **Impact to Assembly Square Businesses (Option 1B)** - This project option would require work in the parking lot next businesses such as the Christmas Tree Shop and Staples in Assembly Square with the potential impact to commercial activity. Coordination with private stakeholders will be required for this project.
- **Traffic Impacts:** Route 28 is an essential traffic artery for Somerville and neighboring communities. Traffic disruption along this route would certainly cause significant disruption. Close coordination between Somerville, MassDOT, City of Medford and the Assembly Square stakeholder group will be required.
- **Resident Construction Fatigue** - Somerville residents have undergone and continue to endure many construction projects citywide. Some potential resident pushback is anticipated and may require a well-planned outreach campaign

SUMMARY OF ENGINEER'S ESTIMATE OF PROJECT COSTS:

Engineer's estimates of project costs were prepared for this and other projects presented in this report. Two separate estimates were developed, the first one being less conservative than the second one with respect to potential project-specific issues such as type of soil and soil contamination potential, groundwater conditions, need for pipe reconnections and pipe and manhole rehabilitation, degree of implementation of Green Stormwater Infrastructure etc. Costs associated with the less conservative scenario are presented below. Detailed cost breakdowns and assumptions for each scenario are included in Appendix C. Refer to Section 6 for Green Stormwater Infrastructure details.

Table 3. Engineer's Opinion of Probable Costs for Project 1A

SUMMARY OF COSTS FOR PROJECT 1A	
Estimated Construction Sub-total	\$4,510,000
Contingency (30%)	\$1,355,000
Estimated Construction Total	\$5,865,000
Engineering Design (11%)	\$645,000
Resident Engineering (13%)	\$765,000
Estimated Total Project Costs	\$7,275,000

*Note: Does not include cost of full roadway reconstruction

Table 4. Engineer's Opinion of Probable Costs for Project 1B

SUMMARY OF COSTS FOR PROJECT 1B	
Estimated Construction Sub-total	\$4,795,000
Contingency (30%)	\$1,440,000
Estimated Construction Total	\$6,235,000
Engineering Design (11%)	\$690,000
Resident Engineering (13%)	\$810,000
Estimated Total Project Costs	\$7,735,000

*Note: Does not include cost of full roadway reconstruction

3.2.2 PROJECT 2: JAKUES STREET AREA

EXISTING CONDITIONS:

Project 2 area covers most of the east-facing side of Winter Hill bound by Broadway, Moreland Street, Jaques Street, Temple Street, Mystic Avenue and Fellsway W with a total of 60 acres in area approximately. As part of this project, road drainage from Mystic Avenue and I-93 between Temple Street and Fellsway W would also be captured, which adds approximately another 5 acres of impervious area to the project. Streets in the Winter Hill area of Project 2 are serviced by either a single combined sewer (mostly west of Temple Street) or by a combination of a combined sewer in the middle of the road and parallel sidewalks sewers on each side of the street. Combined sewer pipes flow, for the most part, with a westerly direction until they intercept the Wheatland Street combined sewer, which ranges in diameter between 12 inches near Broadway to 36 inches near Mystic Avenue. The combined sewer on Wheatland Street flows towards northward until it reaches a junction manhole at the intersection with Mystic Avenue where the sidewalk sewers and the main combined sewer merge.

At this junction manhole, flows fall into an orifice at the bottom of the manhole and enter an 18-inch sanitary sewer that flows along Mystic Avenue and connects to the MWRA Medford Branch Sewer. When flows reach the junction manhole during rainfall events that exceed the capacity of the 18-inch sanitary sewer, overflows then go to a higher 30-inch conduit that connects to a 50-inch combined sewer also on Mystic Avenue. The 50-inch combined sewer continues along Mystic Avenue until it crosses Route 28 where it takes a right turn and increases to 72-inches in diameter. From there, it follows Route 28 westerly until it reaches Regulator Structure RE-071A (see Figure 2).

This 50-inch to-72-inch combined sewer not only captures overflows from the Wheatland Street system but also collects road drainage from Mystic Avenue and the adjacent Interstate Highway I-93 via a 30-inch drain that connects to the 50-inch combined sewer on Mystic Avenue near Fellsway W.

Based on model runs and flood complaints received, the Jaques Street area experiences recurring flooding in low-lying areas along Fellsway W, Wheatland Street and Grant Street near Sidney Street, as well as on Jaques Street west of Temple Street. This flooding is mostly driven by backwater conditions in the MWRA system but is also due to inadequate local pipe capacity, especially along Jaques Street.

Figures 14 through 17 show the Project 2 area boundaries as well as the existing piping system. Maps showing flooding in existing system conditions are included in Appendix B.

PROJECT DESCRIPTION:

The major elements of the proposed project for this area are described below and are also shown in Figures 18 through 21:

- Perform sewer separation in the project area, which will require the addition/replacement of sanitary and/or stormwater pipes in some streets with currently only a single pipe or pipes with inadequate capacity. For combined sewers being repurposed into storm drains, all sanitary connections must be removed and reconnected to existing or proposed sanitary sewers within the project area. This will require sampling, CCTV, and dye testing to remove any sanitary connections to pipes being repurposed as drains.
- Rehabilitate existing conduits and manholes to extend their useful life.
- Perform an IDDE program to eliminate any potential sanitary connection to the storm system once sewer separation is complete to ensure absence of sanitary flows in stormwater.
- Increase inlet capacity in low-lying areas where surface runoff accumulation is an issue.
- Plug the most upstream point of the 72-inch drain flowing towards regulator RE-071A (Figure 2) at the structure located to the east of the intersection of Route 28 and Mystic Avenue. This would separate combined flows in conduits along McGrath Highway upstream of the Somerville Marginal Facility from the storm flows of Winter Hill, Mystic Avenue, and I-93. The storm flows would now drain towards a stormwater outfall and not the Somerville Marginal Facility.
- Construct a new stormwater outfall pipe. Similar to Project 1, three options were evaluated and described below. Option 3 was ultimately discarded for further evaluation because significant utility conflicts were

anticipated, and execution of the project would cause major disruption to Mystic Avenue, a crucial traffic artery, for an extended period of time. Options 2A and 2B are not without challenges but they were deemed to be easier to design and construct. These options also carried a significant cost savings with respect to Option 2C while providing the same hydraulic benefits.

1. Option 2A: Open-trench installation of a 78-inch storm drain northward along the grassed strip between Ten Hills Road and Route 28, turning west onto Shore Drive and ultimately discharging into the Mystic River on the upstream side of the Route 28 bridge.
2. Option 2B: Open-trench installation of a 78-inch storm drain northward along the grassed strip between Ten Hills Road and Route 28 until the merging of Shore Road and Route 28 where the 78-inch drain would take a 90-degree right turn and cross Route 28 using a trenchless approach. The crossing would extend to the parking lot between Grand Union Boulevard and Middlesex Avenue in order to bring storm flows to the existing 90-inch x 132-inch box culvert, downstream of the Somerville Marginal Facility. The existing 90-inch x 132-inch box culvert outlets to the Mystic River downstream of the dam as a primary outfall or upstream of the dam as a secondary outfall during high tide conditions.
3. Option 2C: Open-trench installation of a 78-inch storm drain westward along the Mystic Avenue southbound lane from Fellsway W to Shore Drive. This drain would intercept the existing drain on Shore Drive that outlets by the Blessing of the Bay facility and would require an upsizing of the existing 48-inch diameter drain to 78 inches in diameter. As noted above, this option was discarded due to feasibility issues associated with construction along Mystic Avenue and the traffic and utility conflicts associated with it.

Note: A 60-inch storm drain would be required if stormwater runoff from only the Jaques Street Area were to be conveyed to an outfall. There are other proposed projects in this report that could connect to this same outfall conduit (i.e. Projects 1 and 5). If stormwater drainage from both of these projects were connected to this same storm rain, a 78-inch pipe would be required instead. For costing purposes, Dewberry assumed that if this storm drain were to be installed, it would be 78-inches to accommodate future connections.

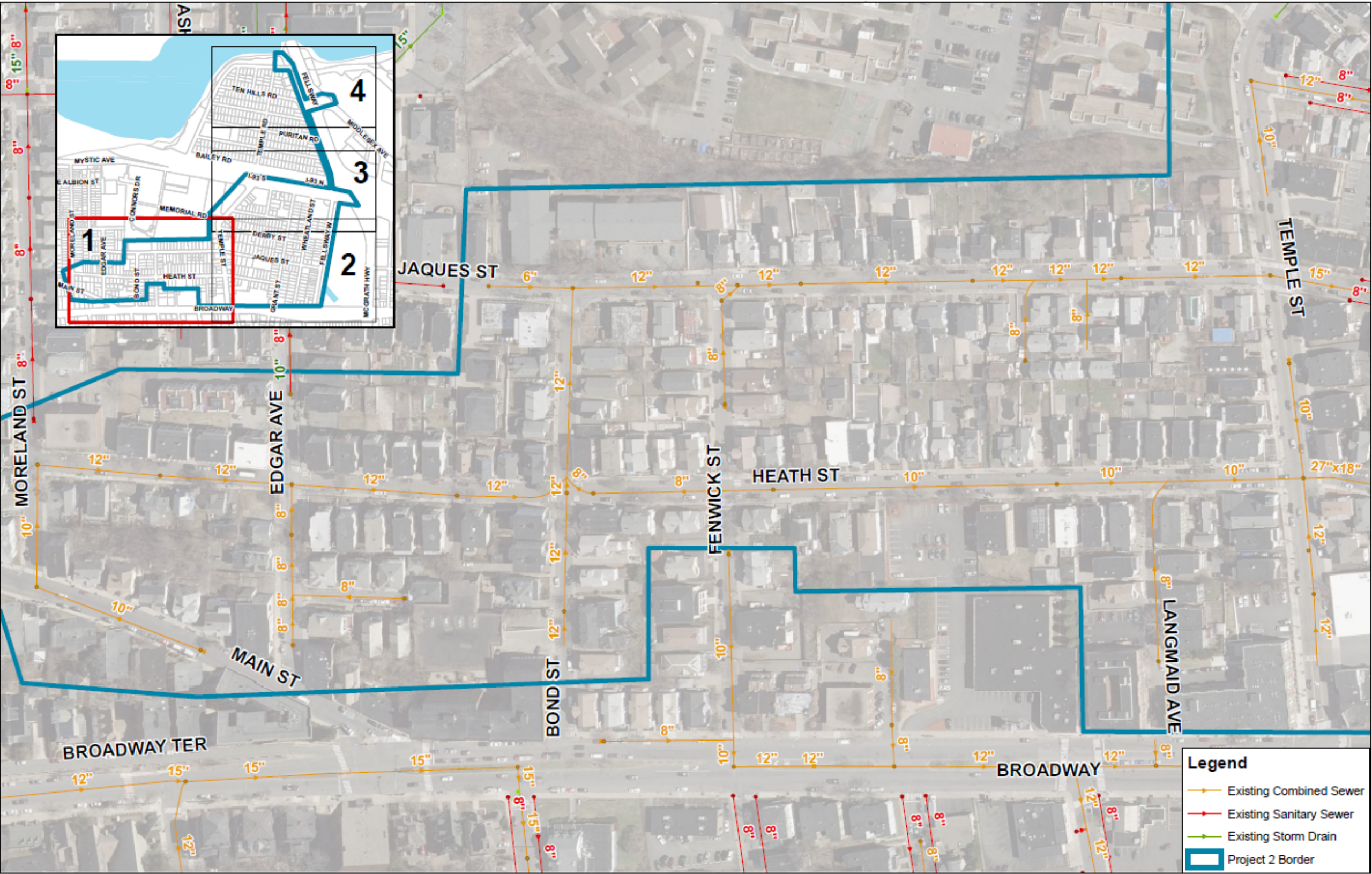


Figure 14. Project 2 Area - Existing Conditions (Figure 1 of 4)

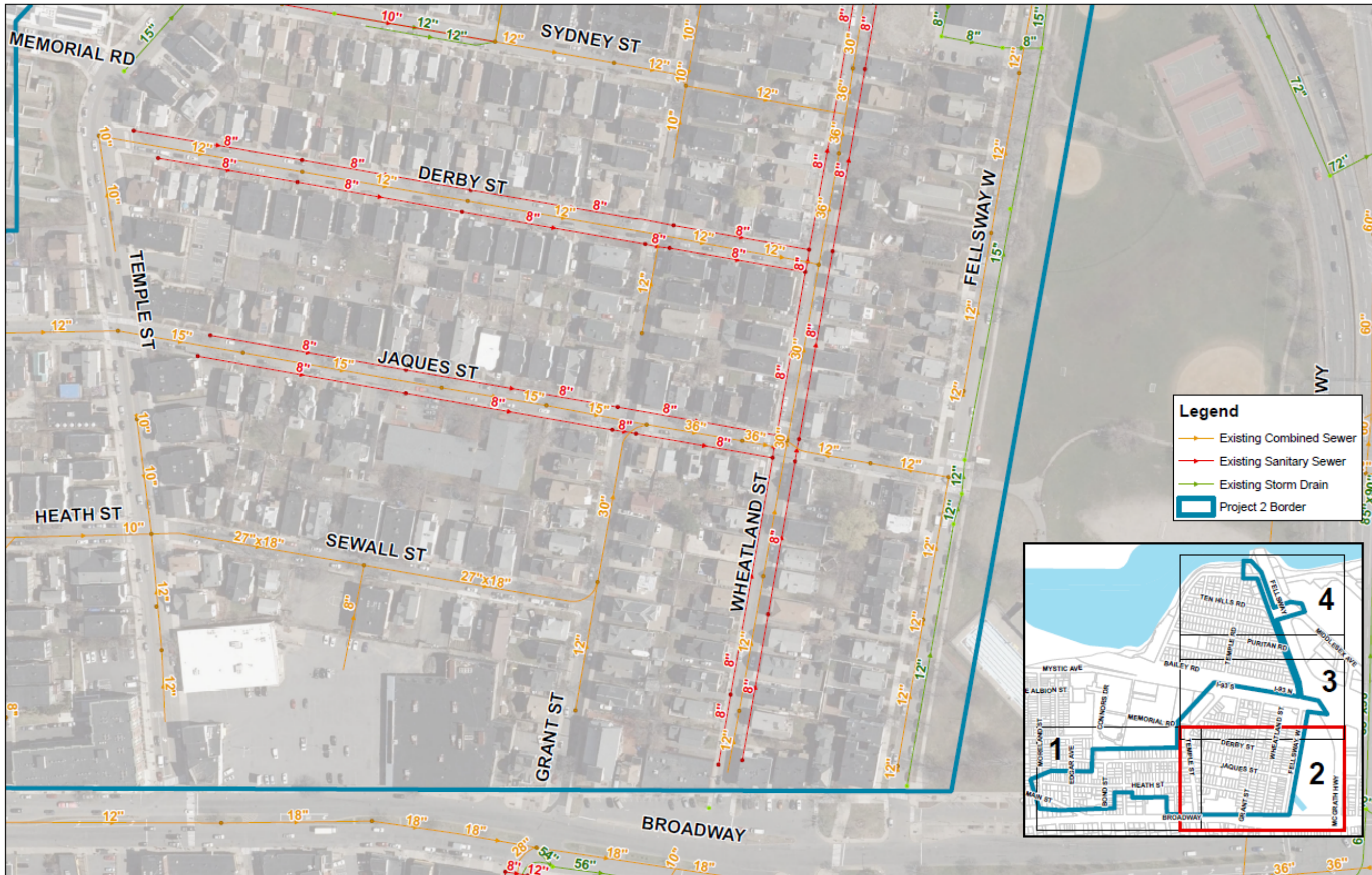


Figure 15. Project 2 Area - Existing Conditions (Figure 2 of 4)

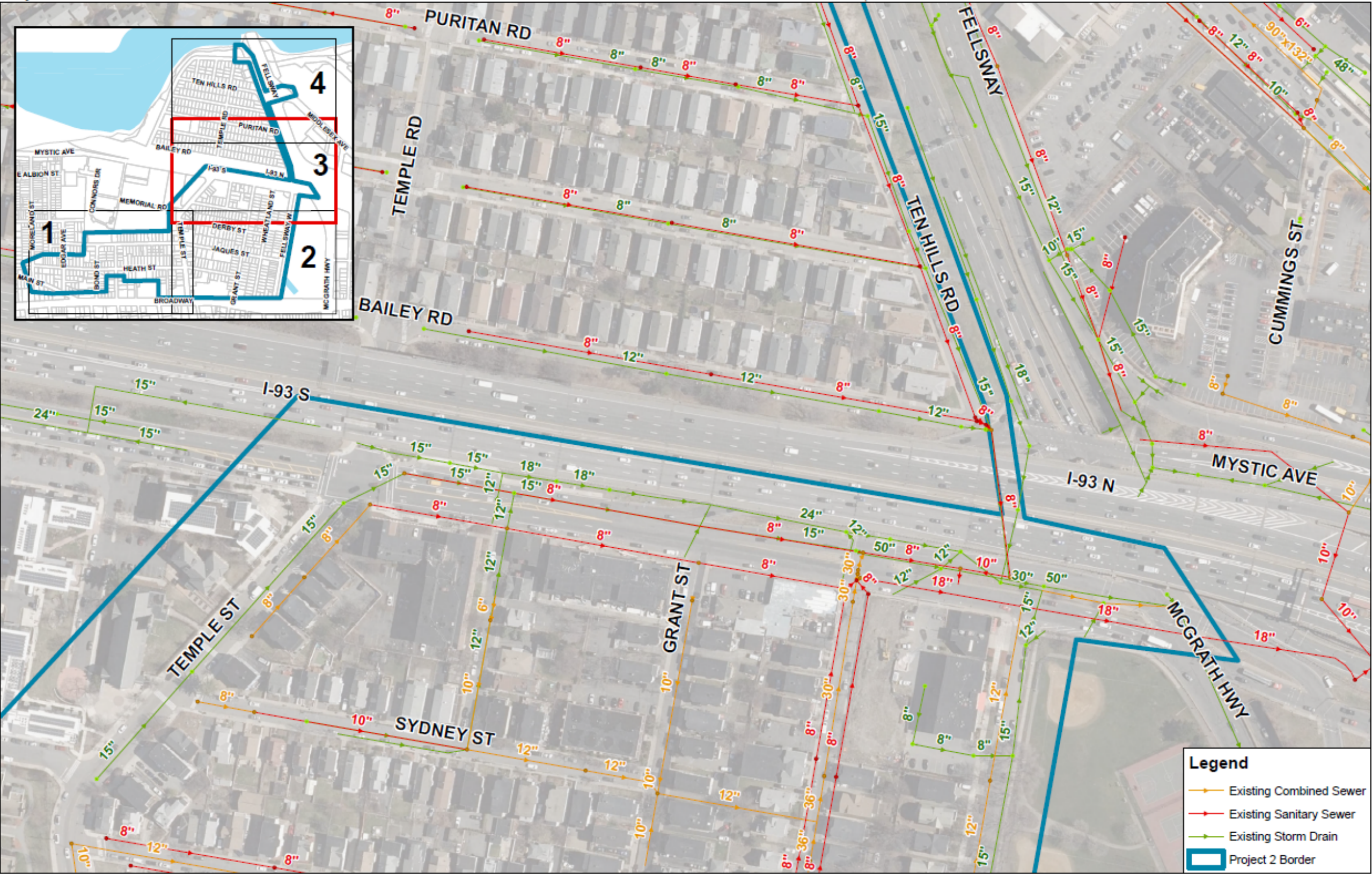


Figure 16. Project 2 Area - Existing Conditions (Figure 3 of 4)

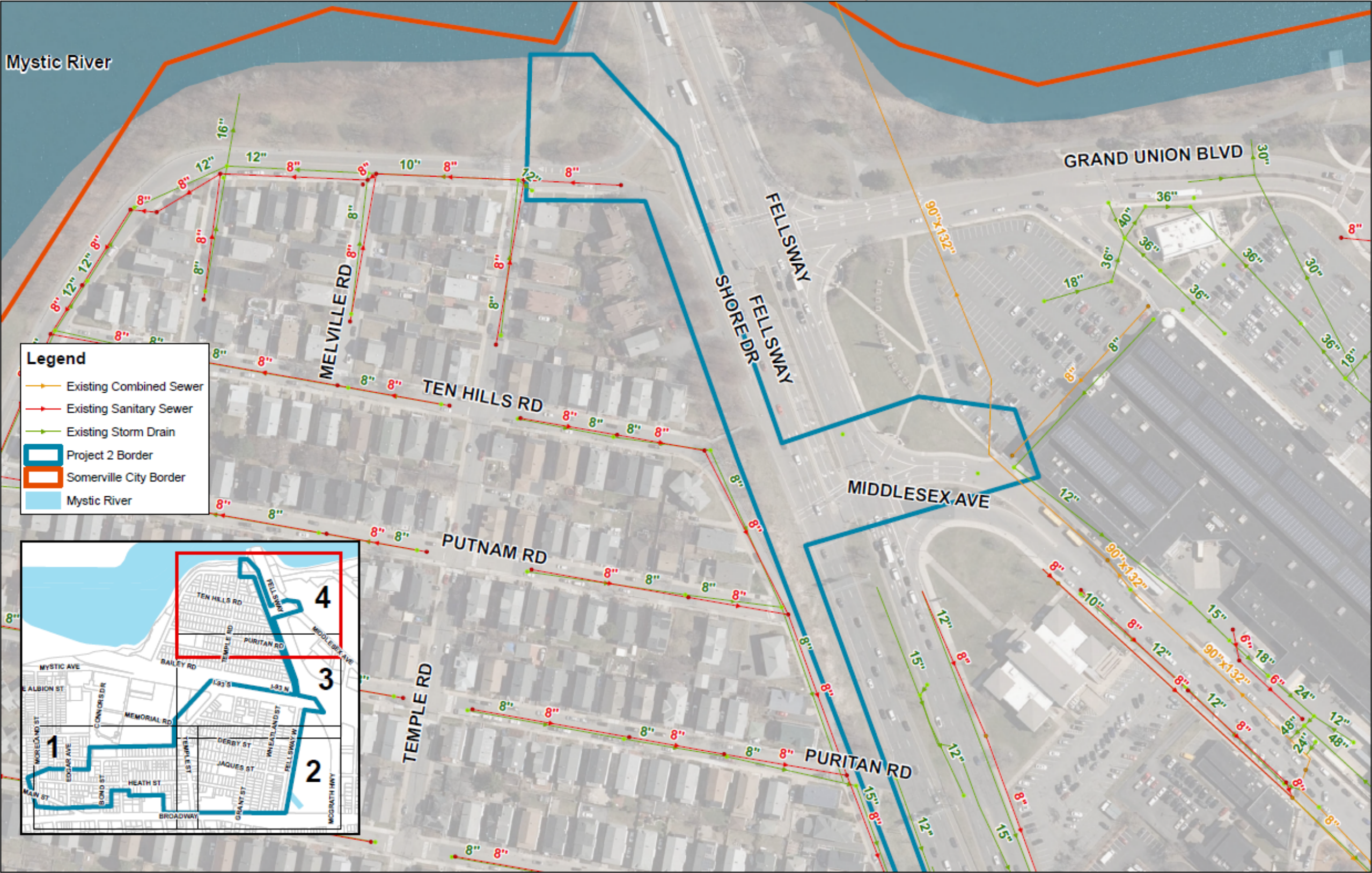


Figure 17. Project 2 Area - Existing Conditions (Figure 4 of 4)

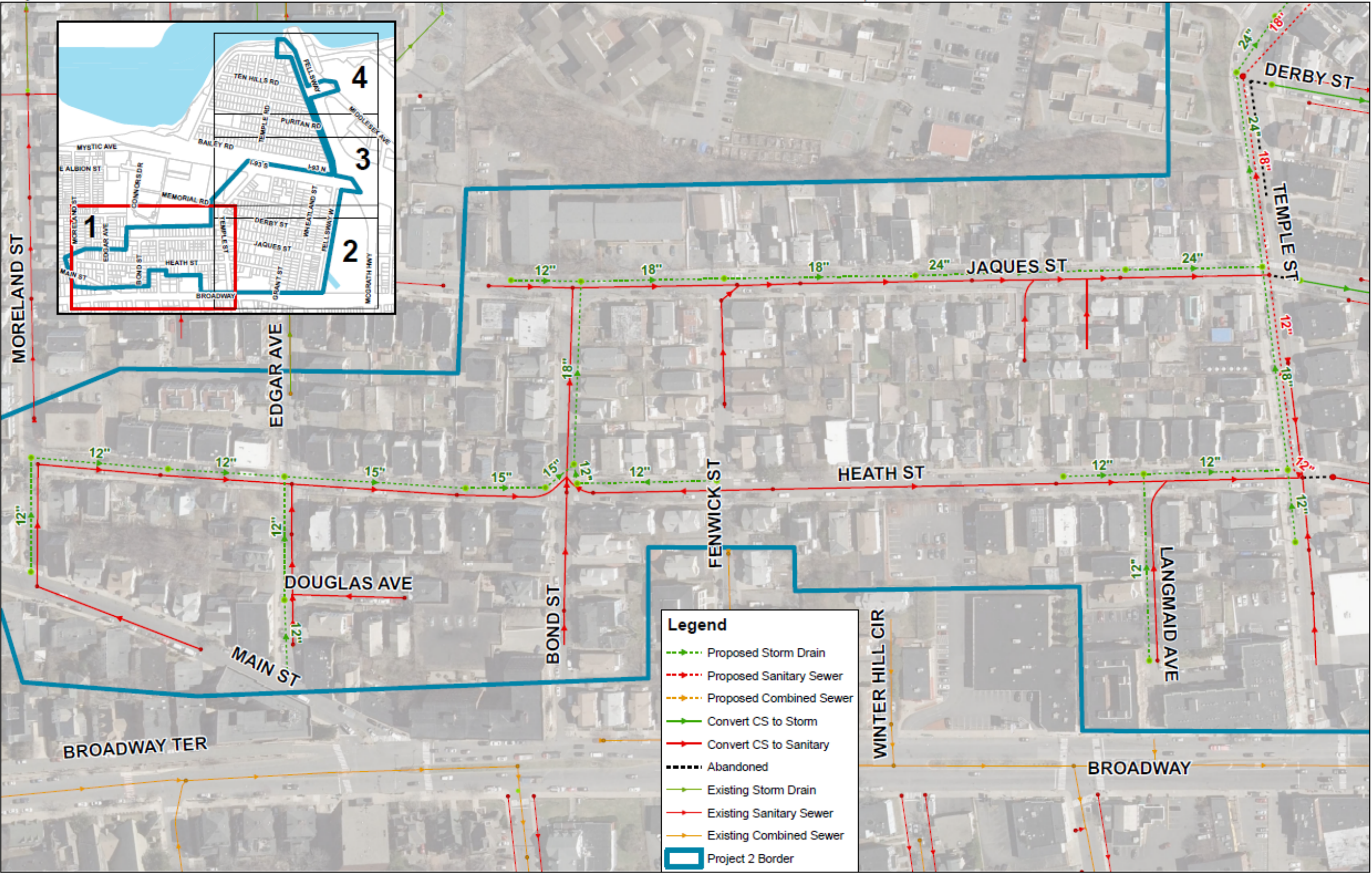


Figure 18. Project 2 Area - Proposed Improvements (Figure 1 of 4)

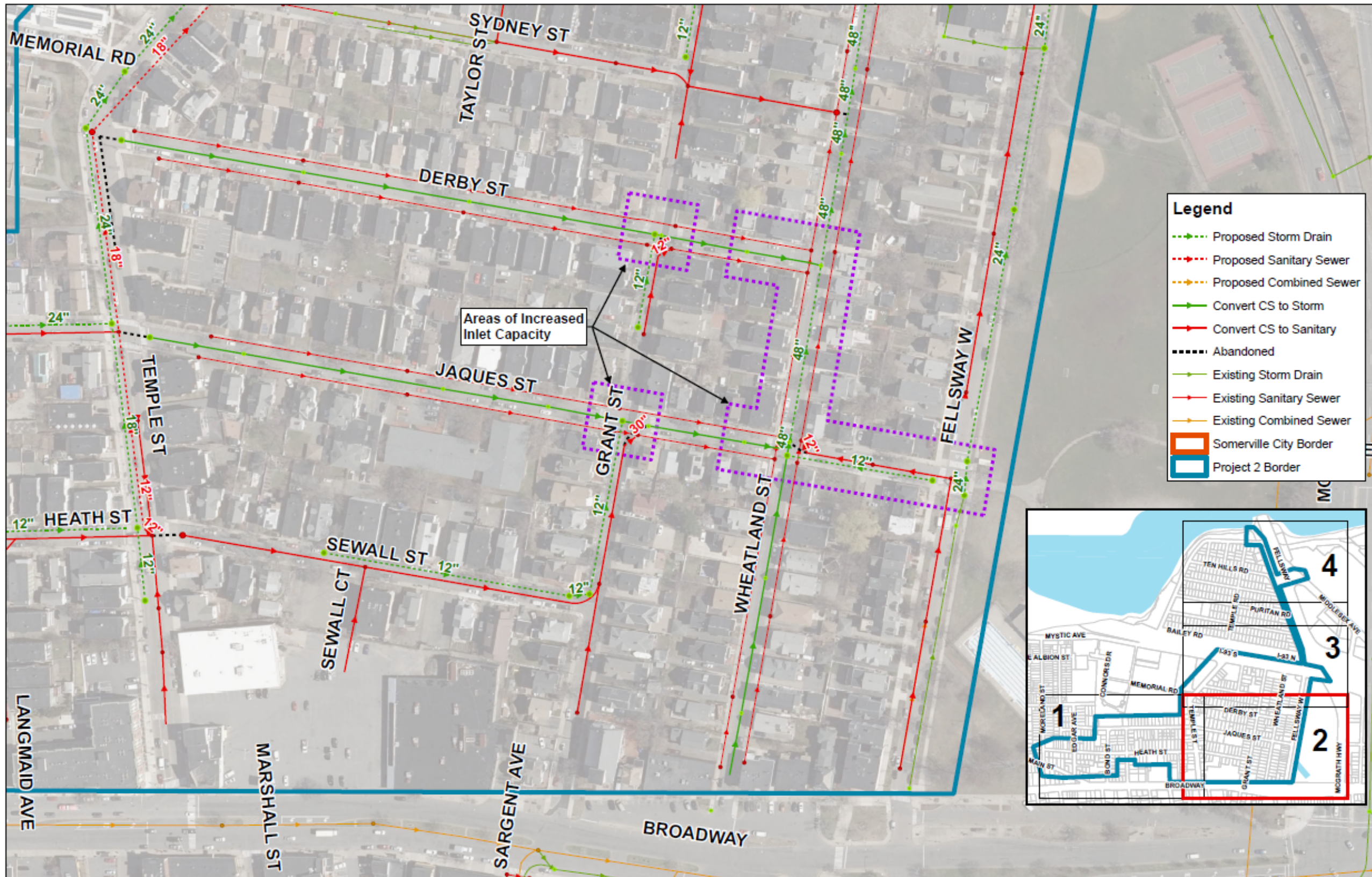


Figure 19. Project 2 Area - Proposed Improvements (Figure 2 of 4)

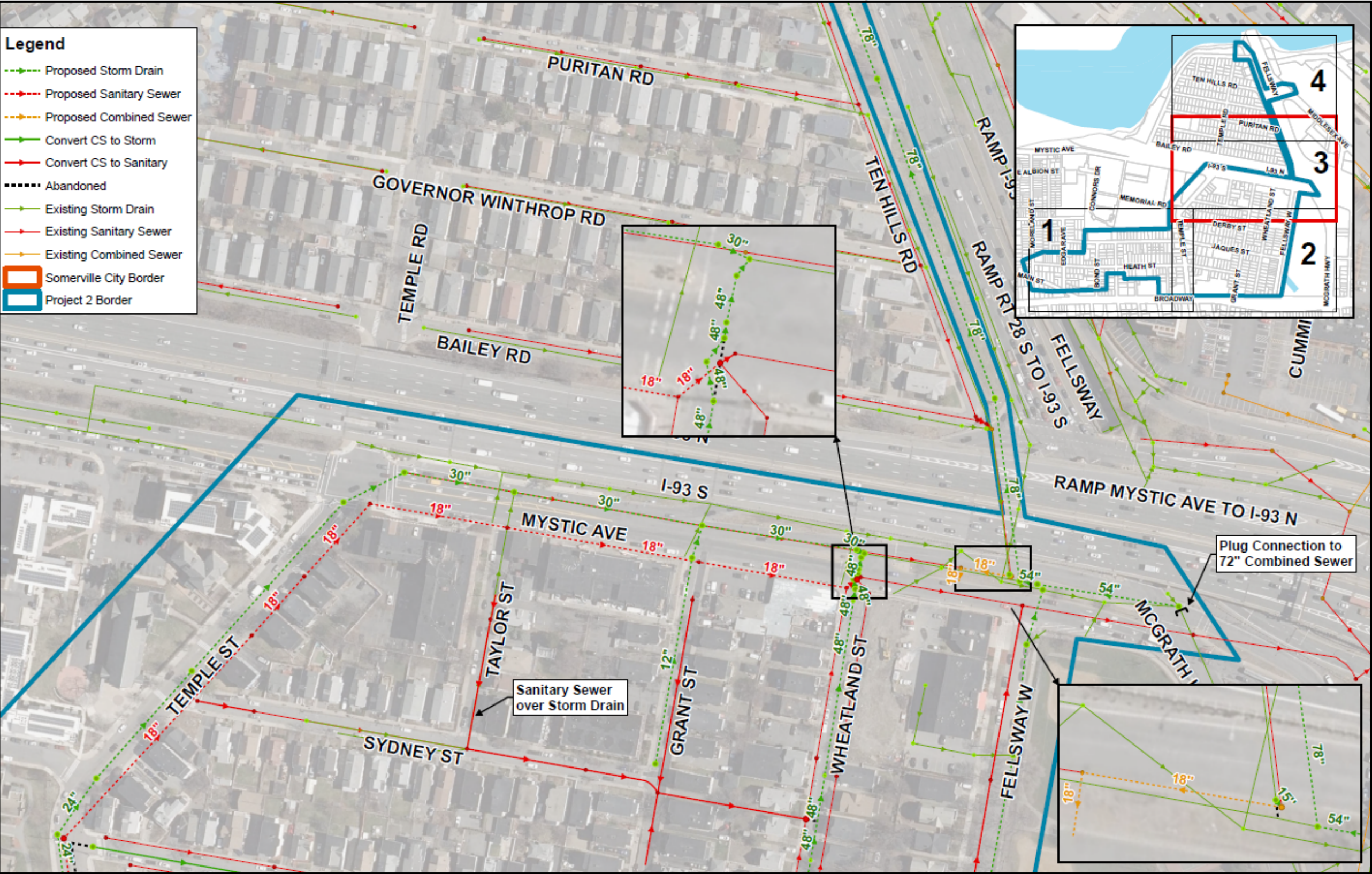


Figure 20. Project 2 Area - Proposed Improvements (Figure 3 of 4)

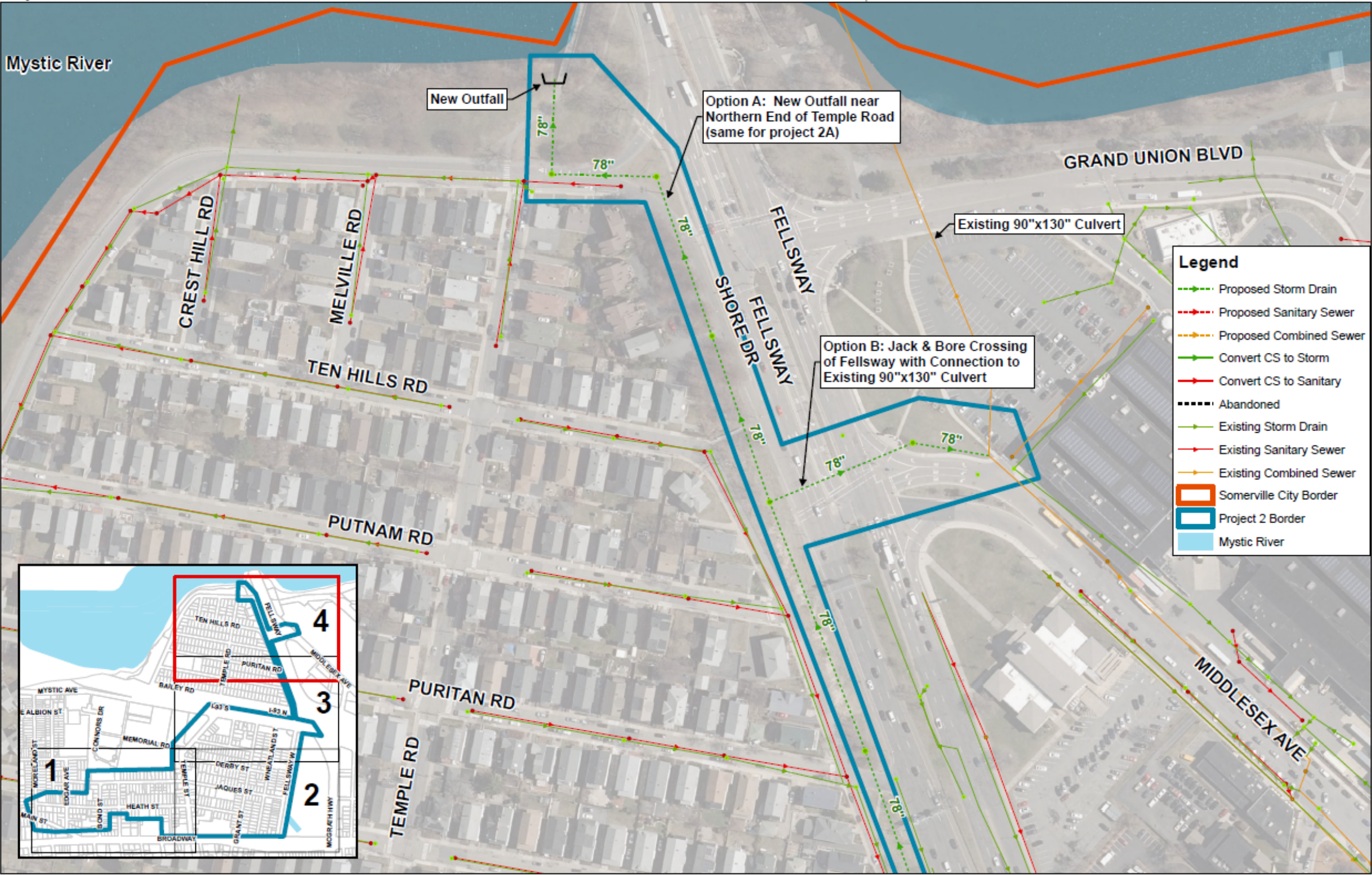


Figure 21. Project 2 Area - Proposed Improvements (Figure 4 of 4)

FLOOD AND I/I VOLUME REDUCTION BENEFITS

The benefits of Project 2 in terms of flood reduction are summarized in the table below. Flood maps of the project area are included in Appendix B for:

1. Existing system conditions,
2. Implementation of proposed project.

As shown in the table below, implementation of the proposed project would result in a significant improvement in terms of flood volume reduction and would reduce flooding entirely for the 10-year, 24-hour design storm. However, there would still be some flooding during the 10-year, 30-minute design storm. This remaining flooding is mostly caused due to rapid accumulation of surface runoff in low-lying points within the project area during short burst storms. The high rainfall intensity of the 10-year, 30-minute storm combined with the steep topography of the area causes surface runoff to travel and concentrate very quickly making it challenging to fully eliminate flooding even with increased inlet capacity in vulnerable locations.

Table 5 also presents potential I/I reduction that could be realized with the project. I/I reduction was estimated using the 1-year, 6-hour MassDEP storm per MassDEP guidelines. A master table providing both flood reduction and I/I benefits for all projects proposed is included in Appendix B.

Table 5. Flood Volumes in the Project 2 Area during the 10-Year Storms under Different System Conditions and I/I Volume Reduction Benefits

DESIGN STORM	EXISTING CONDITIONS (MILLION GALLONS)	AFTER PROJECT 2 IMPLEMENTATION (MILLION GALLONS)
10-year 24-hour storm	1.18	0.00
10-year 30-minute storm	0.80	0.42
I/I Reduction	n/a	3.67

FEASIBILITY CONSIDERATIONS:

The following are factors to be considered that may impact the feasibility and constructability of the proposed interventions:

- **Sewer Separation** – While some streets inside Project 2 area have both sidewalk sanitary sewers and a wet weather combined sewer in the center of the street, it is unclear whether these combined sewers capture only storm flows or if there is sanitary sewage comingled with it. Depending on the existing conditions, the effort and cost of separation can vary significantly. Therefore, Dewberry recommends that, as a next stage in planning and design, sampling, dye testing, and/or CCTV be performed to confirm storm only flows.
- **Private Inflow Redirection** - Due to the fact that some private inflow sources are likely to be redirected to sanitary sewers, careful evaluation of the separated sanitary system performance needs to be conducted in order to assure no negative impacts to residents will occur due to back flows into buildings.
- **New Outfall Pipe** - Construction of the proposed outfall pipe will have multiple constructability challenges that would need to be evaluated in detail in more advanced design phases. These challenges are summarized below.
- **Crossing of Mystic Avenue (Option 2A and 2B):** The outfall pipe will need to cross Mystic Avenue, which is likely to present utility conflicts. Additionally, this conduit would need to be routed under the I-93 Highway, which has concrete footings that can make this crossing challenging. Currently, however, there is one 24-inch

storm drain crossing Mystic Avenue north to south that connects to the 30-inch pipe along Mystic Avenue. Since flows from this 30-inch pipe will be redirected to the proposed outfall conduit, the alignment of the existing 24-inch pipe can potentially be reused for the proposed outlet pipe if adjacent utilities and bridge footings clearances allow upsizing this existing pipe to 78-inches in diameter.

- **Crossing of Route 28 (Option 2B):** With this option, the outfall pipe would need to cross Route 28 right in front of the main transit entrance to the Assembly Square area. This crossing would most likely need to be trenchless, jack and bore or pipe jacking, to avoid severe traffic impacts across Route 28. One launching pit would be located on the grassed strip next to the inbound lane and the receiving pit would need to be located at the parking lot of Staples and the Christmas Tree Shop.
- **Other Utility Conflicts:** It is unclear without a recent survey what utilities are present along the grass strip between Route 28 and Ten Hills Road as well as across Mystic Avenue and Route 28 but there's the potential of unanticipated conflicts that would need to be addressed during a more advanced design stage.
- **Trenchless Crossing (Option 2B) -** This crossing presented in Option 2B is likely to pose many challenges, especially if the larger, 78-inch sizing option is pursued. Careful coordination with MassDOT during design will be essential for permit approval. Depending on the size of the pipe crossing, different type of trenchless technology will need to be assessed at a later design stage. Launch and receiving pits will need to be carefully coordinated and will likely need to be installed within MassDOT right-of-way and/or on private property.
- **Permitting -** This project will require a significant permitting effort with multiple state and local agencies because of the location of the proposed stormwater outfall pipe and the construction of a new outfall (Option 2A) or the connection to an existing conduit used by the MWRA as a CSO conduit (Option 2B). Dewberry anticipates permits will be required from MWRA, MassDOT, the Conservation Commission, and MassDEP at a minimum with significant impact to cost and schedule. It is highly likely that this project would trigger MEPA as well.
- **Impact to Assembly Square Businesses (Option 2B) -** This project option would require work in the parking lot of Staples and the Christmas Tree Shop in Assembly Square and could have potential impact on commercial activity. Coordination with private stakeholders will be required for this project.
- **Subsurface Conditions –** Geotechnical conditions will determine feasible construction techniques and necessary support of excavation for the outfall pipes and road crossing. Environmental soil and groundwater conditions will determine the appropriate way to manage and dispose of soil and groundwater during construction.
- **Resident Construction Fatigue -** Somerville residents have undergone and continue to endure many construction projects citywide. Some potential resident pushback is anticipated and may require a well-planned outreach campaign.

SUMMARY OF ENGINEER'S ESTIMATE OF PROJECT COSTS:

Engineer's estimates of project costs were prepared for this and other projects presented in this report. Two separate estimates were developed, the first one being less conservative than the second one with respect to potential project-specific issues such as type of soil and soil contamination potential, groundwater conditions, need for pipe reconnections and pipe and manhole rehabilitation, degree of implementation of Green Stormwater Infrastructure etc. Costs associated with the less conservative scenario are presented below. Detailed cost breakdowns and assumptions for each scenario are included in Appendix C. Refer to Section 6 for Green Stormwater Infrastructure details.

Table 6. Engineer's Opinion of Probable Costs for Project 2A

SUMMARY OF COSTS FOR PROJECT 2A	
Estimated Construction Sub-total	\$12,245,000
Contingency (30%)	\$3,675,000
Estimated Construction Total	\$15,920,000
Engineering Design (11%)	\$1,755,000
Resident Engineering (13%)	\$2,070,000
Estimated Total Project Costs	\$19,745,000

*Note: Does not include cost of full roadway reconstruction

Table 7. Engineer's Opinion of Probable Costs for Project 2B

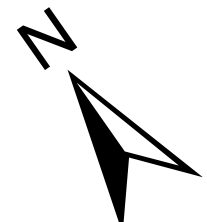
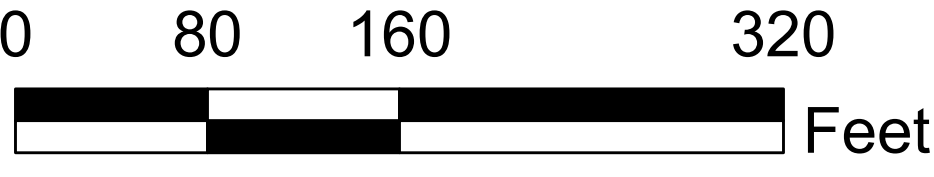
SUMMARY OF COSTS FOR PROJECT 2B	
Estimated Construction Sub-total	\$12,560,000
Contingency (30%)	\$3,770,000
Estimated Construction Total	\$16,330,000
Engineering Design (11%)	\$1,800,000
Resident Engineering (13%)	\$2,125,000
Estimated Total Project Costs	\$20,255,000

*Note: Does not include cost of full roadway reconstruction

3.2.3 PROJECT 3: RICHDAL AND GILMAN SQUARE AREA**EXISTING CONDITIONS**

Project Area 3 is composed of a portion of the south side of Spring Hill between Central Street, School Street, and the railroad tracks as well as Richdale Avenue, Gilman Square, and a small area on either side of Marshall Street near Gilman Square (see Figure 22). This area, which is also combined, has two main trunk conduits that convey drainage and sanitary sewage towards the Medford Branch Sewer and the Somerville Marginal Facility. The first trunk conduit is a 36-inch x 24-inch oval combined sewer along Pearl Street and the second one is a 66-inch combined sewer along Marshall Street, which collects flows not only from the project area but also from the combined sewer along the railroad tracks with a tributary area that extends beyond the project area. While the Pearl Street and Marshall Street pipes follow

Project 1 - Ten Hills Road Area
City of Somerville, Massachusetts



Existing Conditions
Sewershed S2



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Legend

Existing Combined Sewer

Existing Sanitary Sewer

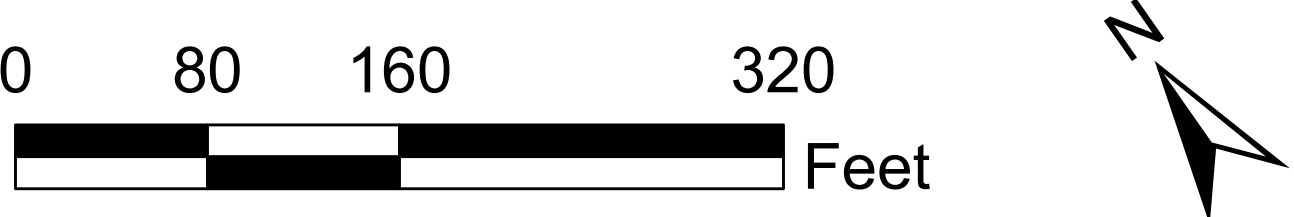
Existing Storm Drain

Project 1 Border

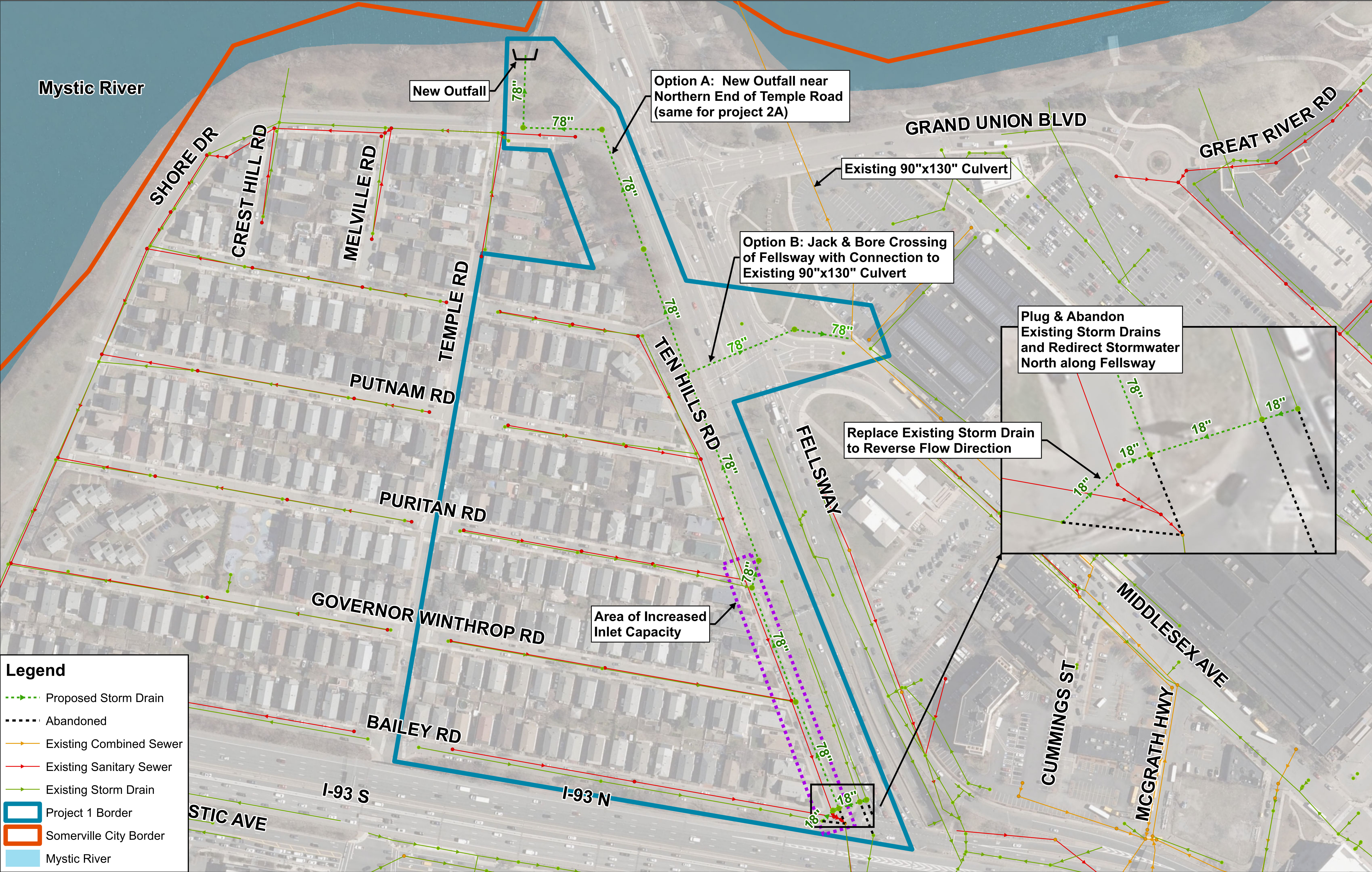
Somerville City Border

Mystic River

Project 1 - Ten Hills Road Area
City of Somerville, Massachusetts

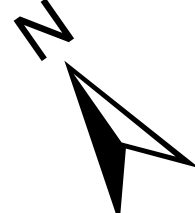
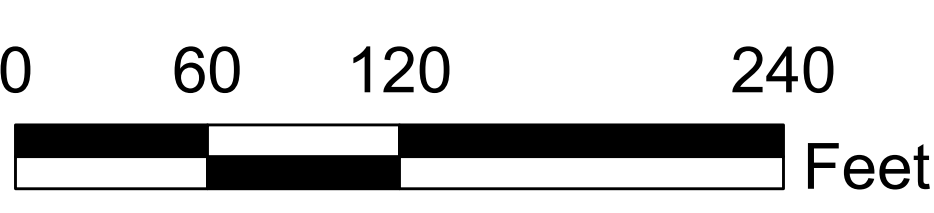


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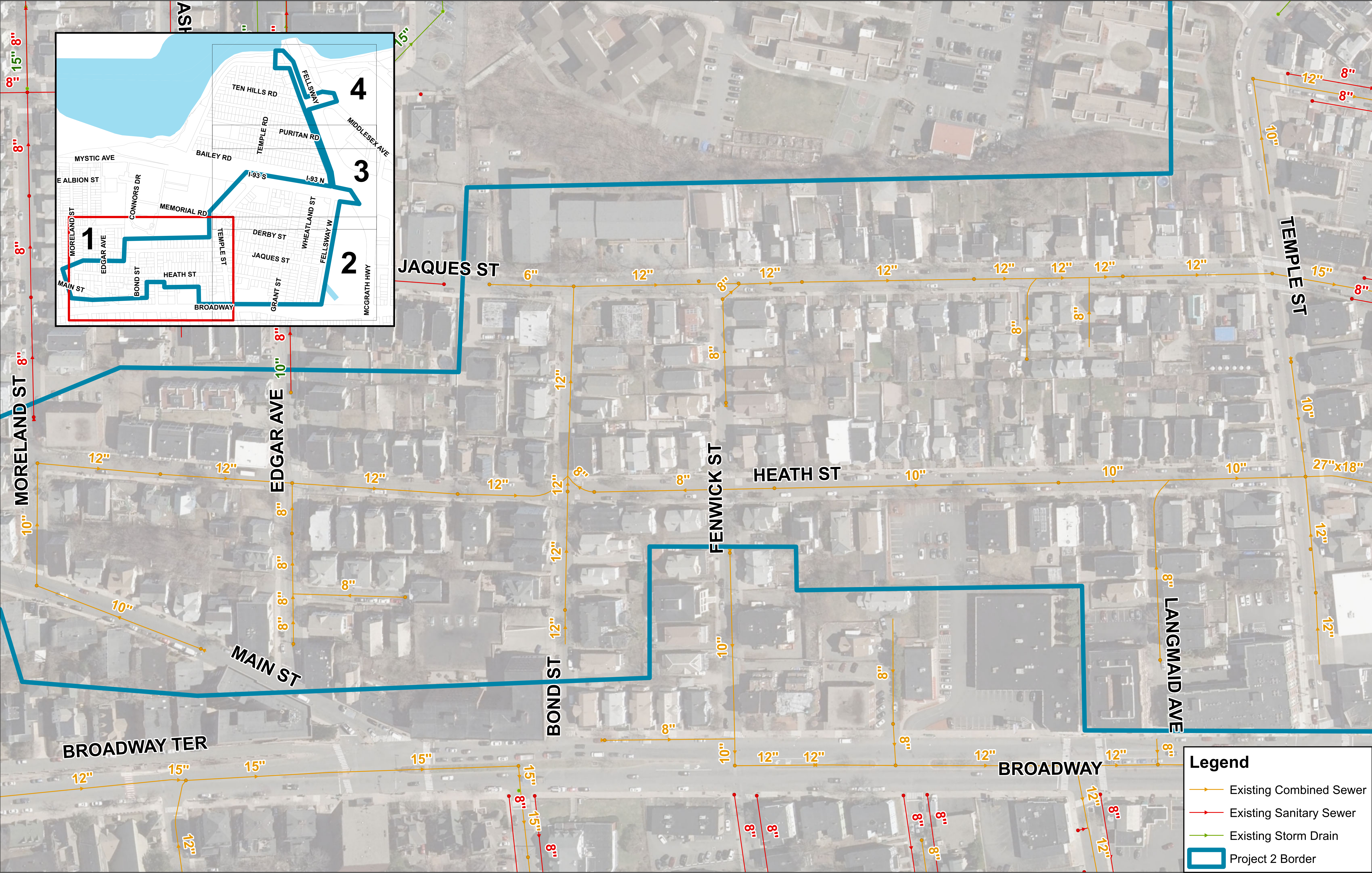


Legend

- Proposed Storm Drain
- Abandoned
- Existing Combined Sewer
- Existing Sanitary Sewer
- Existing Storm Drain
- Project 1 Border
- Somerville City Border
- Mystic River

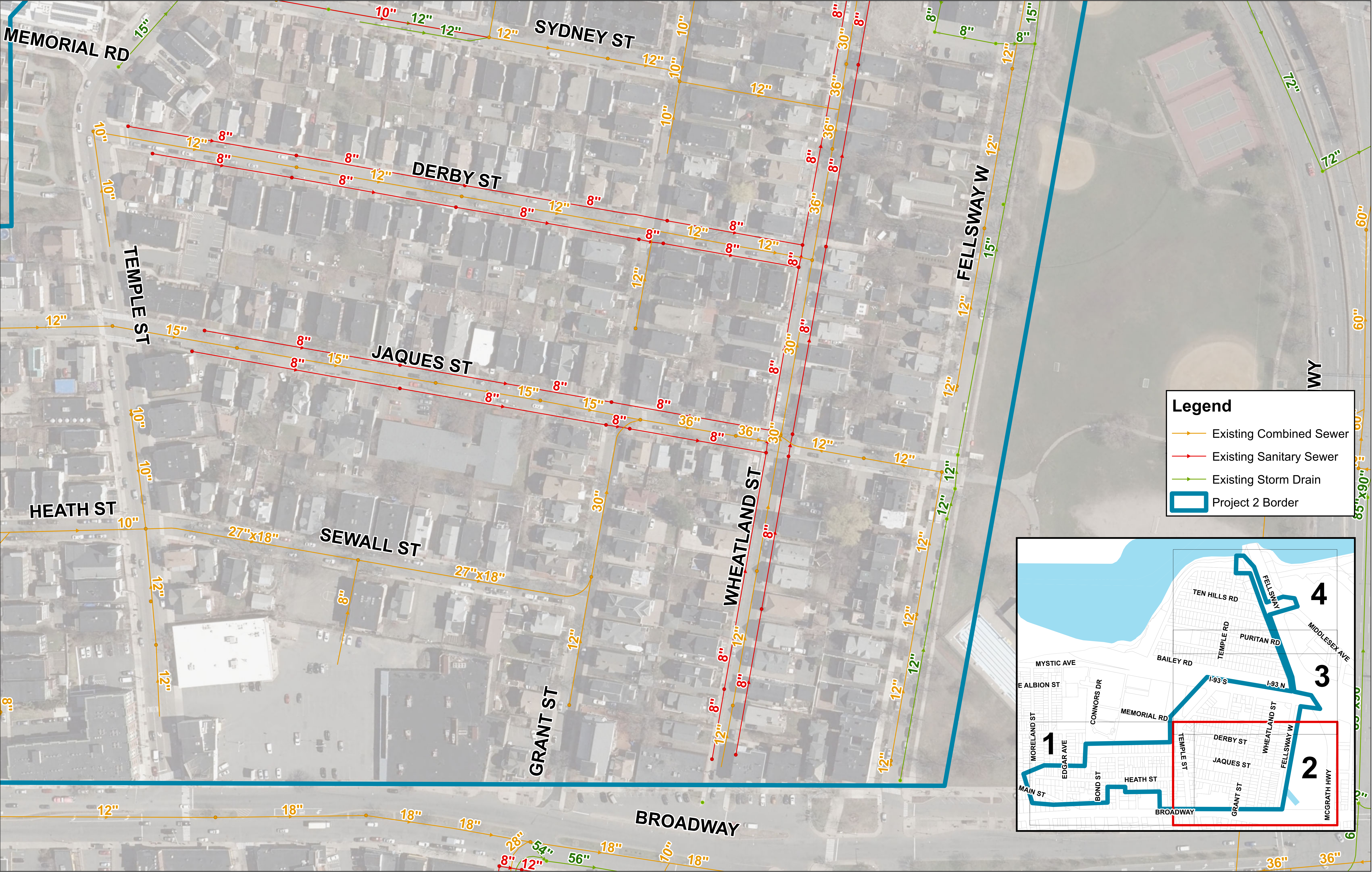
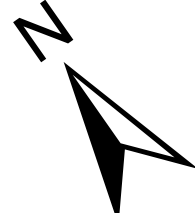
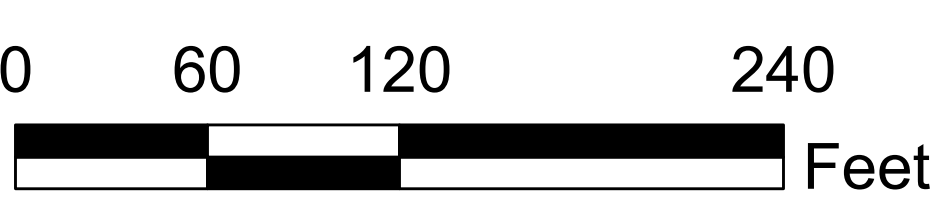


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Legend

- Existing Combined Sewer
- Existing Sanitary Sewer
- Existing Storm Drain
- Project 2 Border



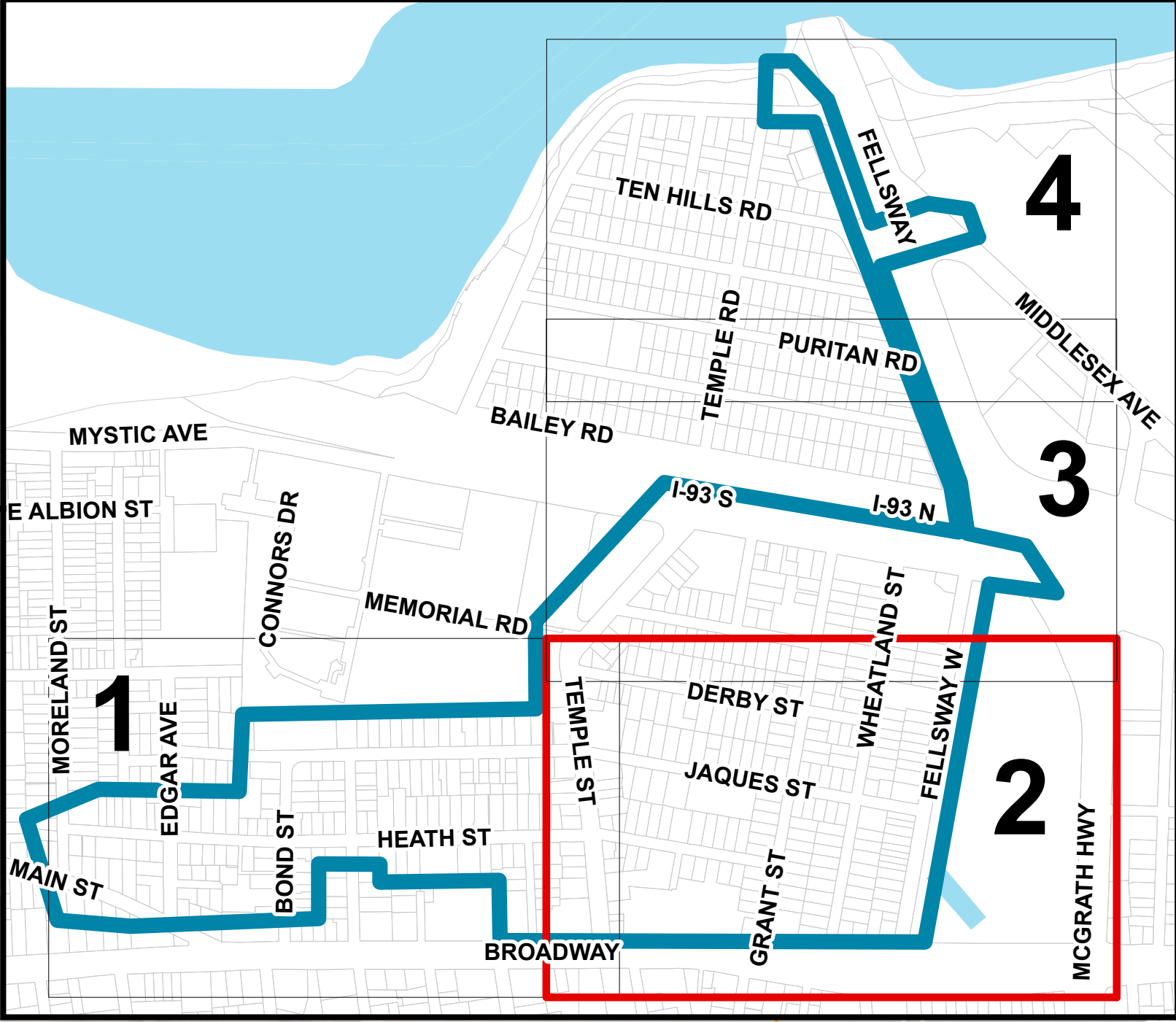
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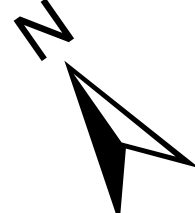
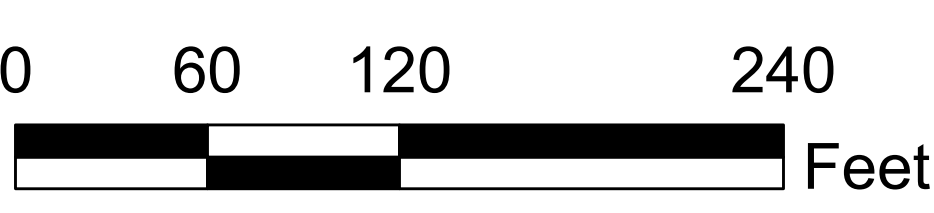
Existing Combined Sewer

Existing Sanitary Sewer

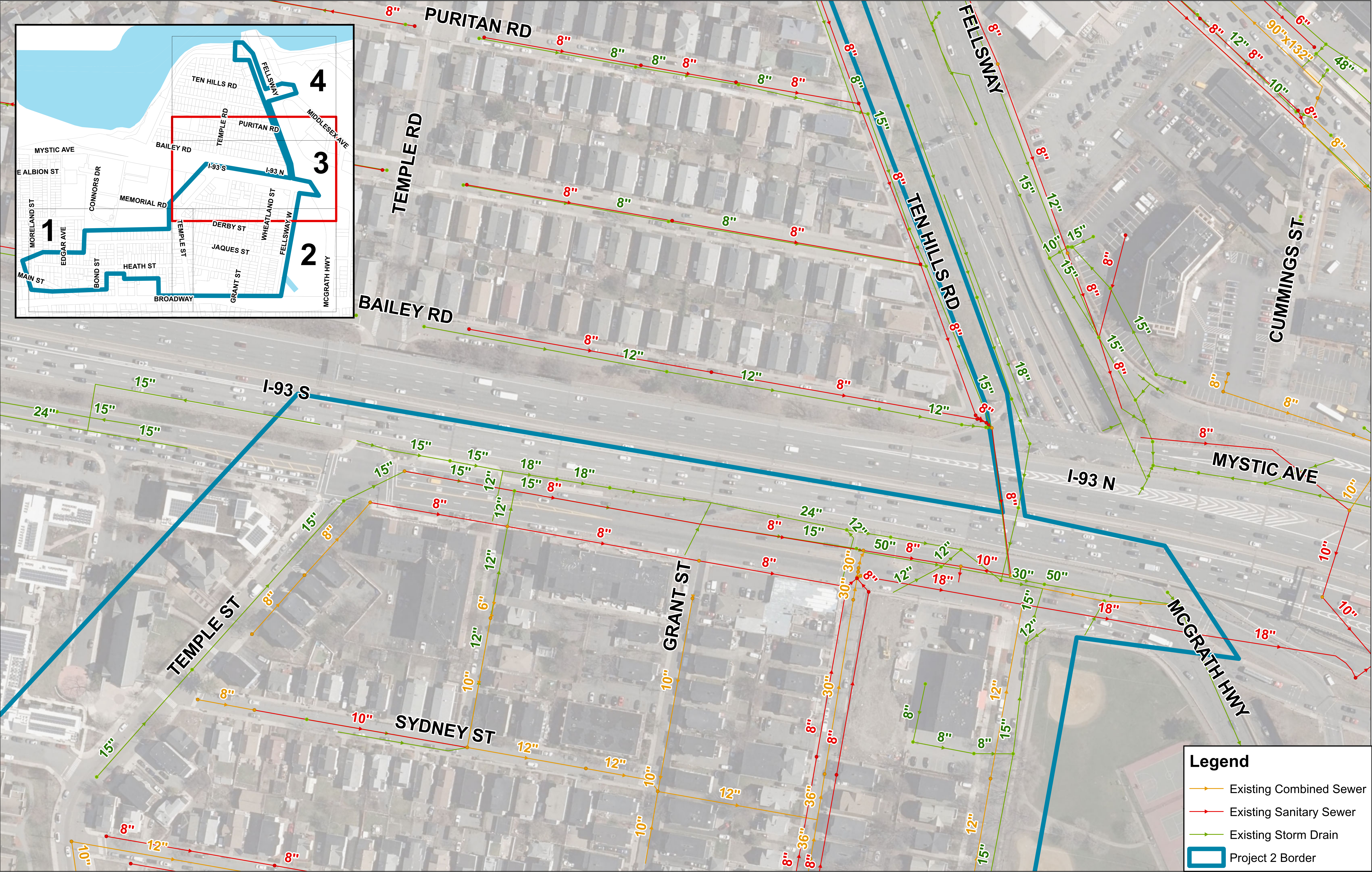
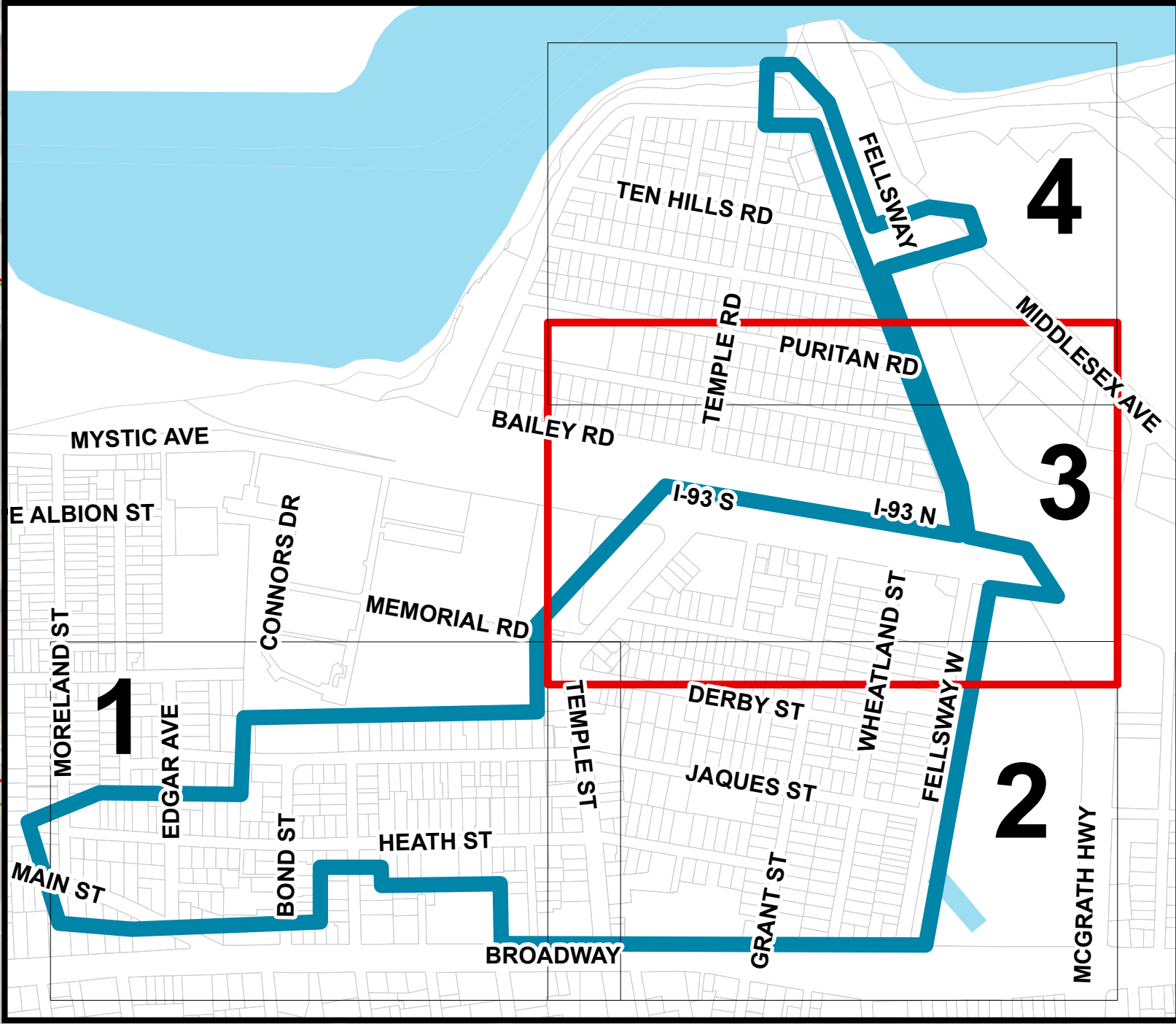
Existing Storm Drain

Project 2 Border



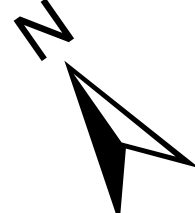
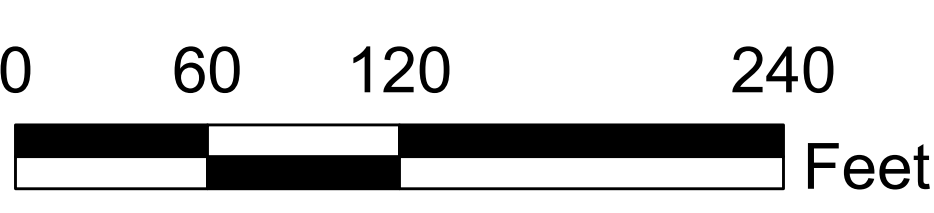


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Legend

- Existing Combined Sewer
- Existing Sanitary Sewer
- Existing Storm Drain
- Project 2 Border



Legend

Existing Combined Sewer

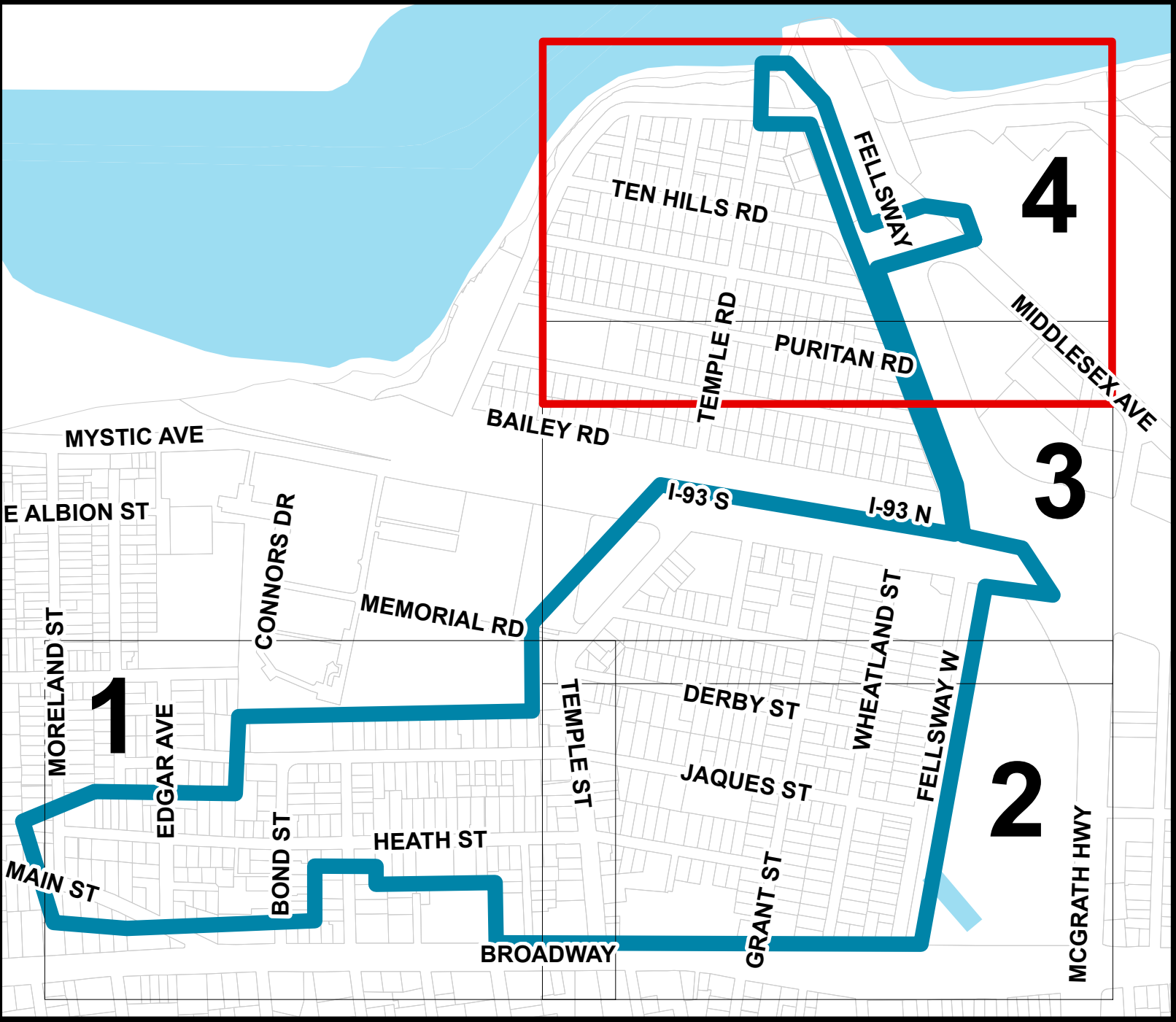
Existing Sanitary Sewer

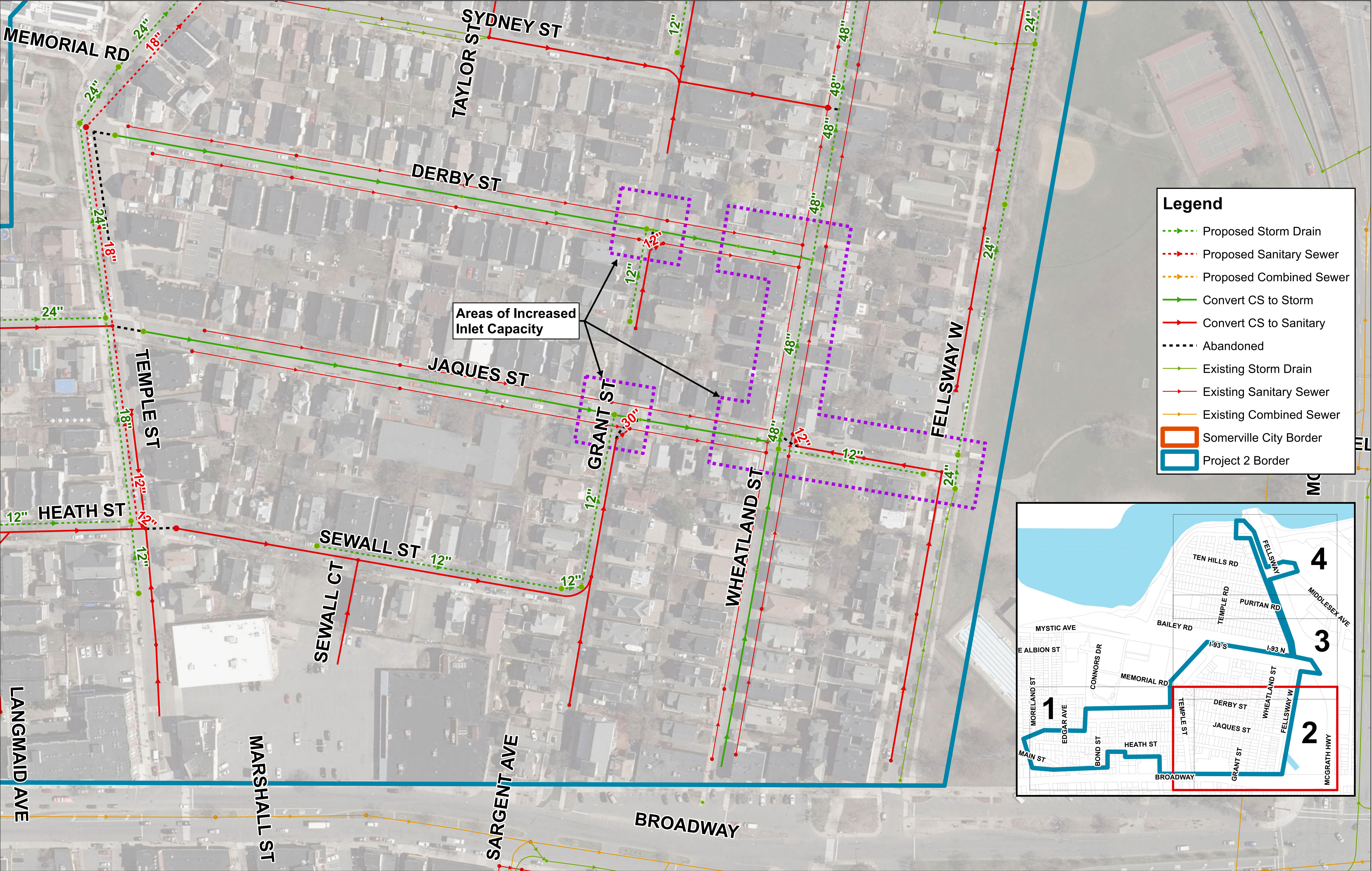
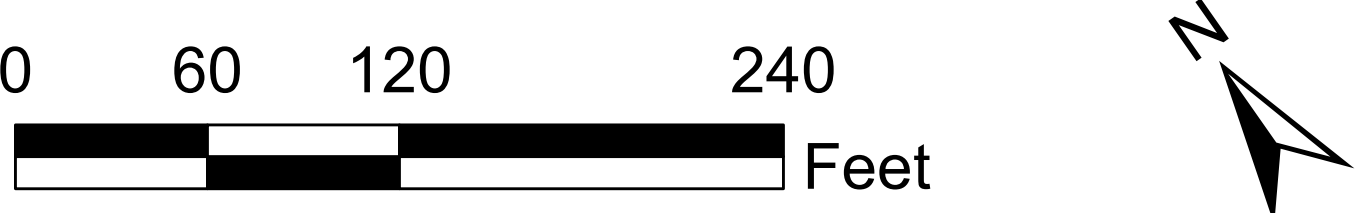
Existing Storm Drain

Project 2 Border

Somerville City Border

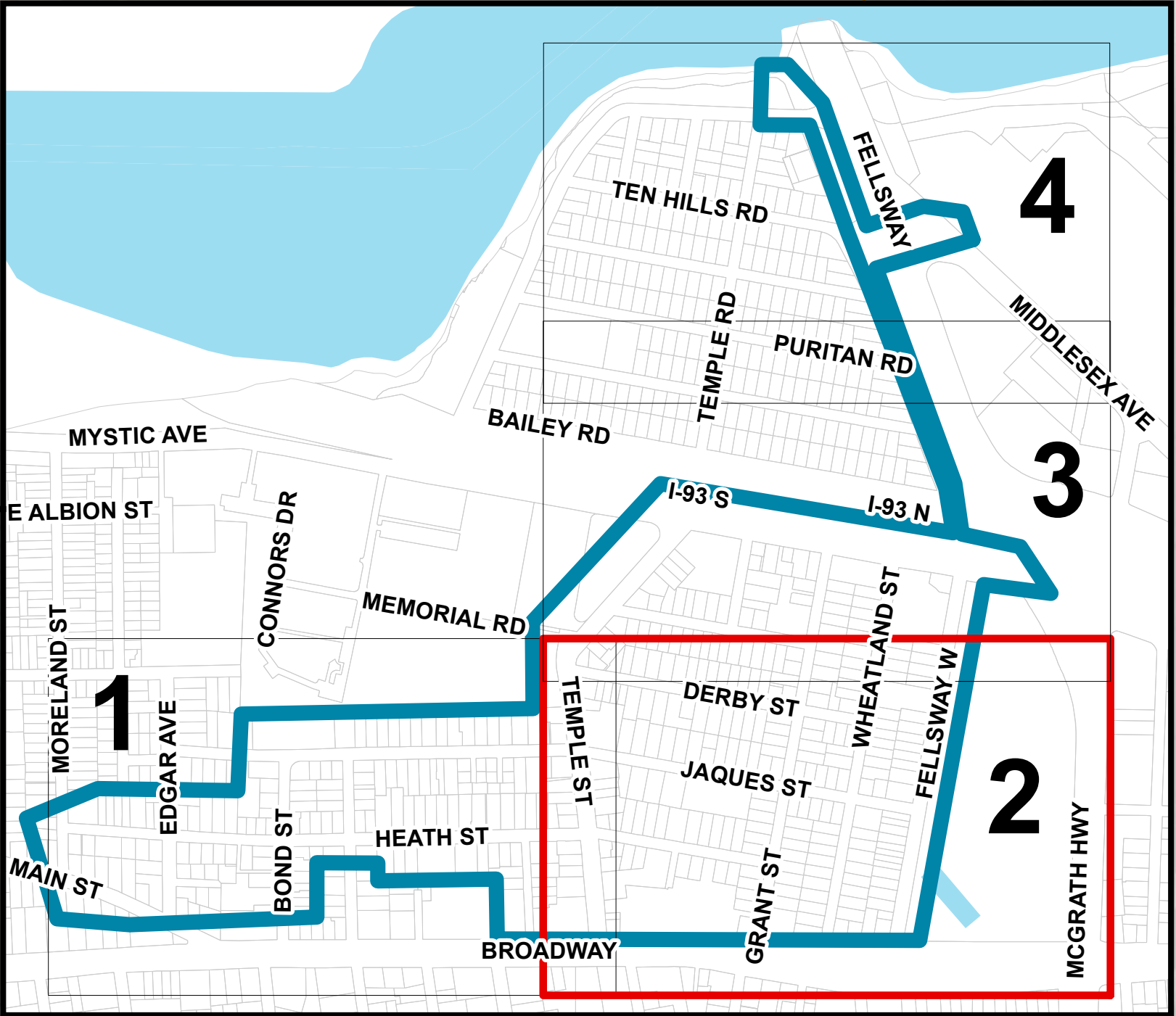
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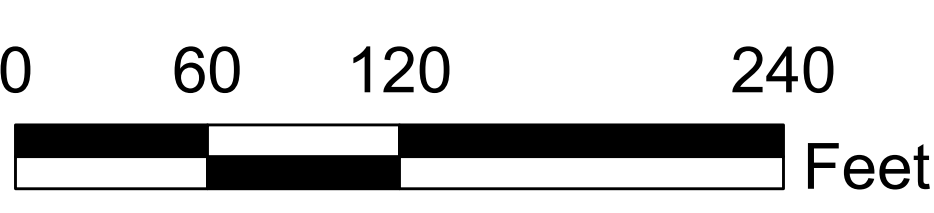




Legend

- Proposed Storm Drain
- Proposed Sanitary Sewer
- Proposed Combined Sewer
- Convert CS to Storm
- Convert CS to Sanitary
- Abandoned
- Existing Storm Drain
- Existing Sanitary Sewer
- Existing Combined Sewer
- Somerville City Border
- Project 2 Border





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Legend

Proposed Storm Drain

Proposed Sanitary Sewer

Proposed Combined Sewer

Convert CS to Storm

Convert CS to Sanitary

Abandoned

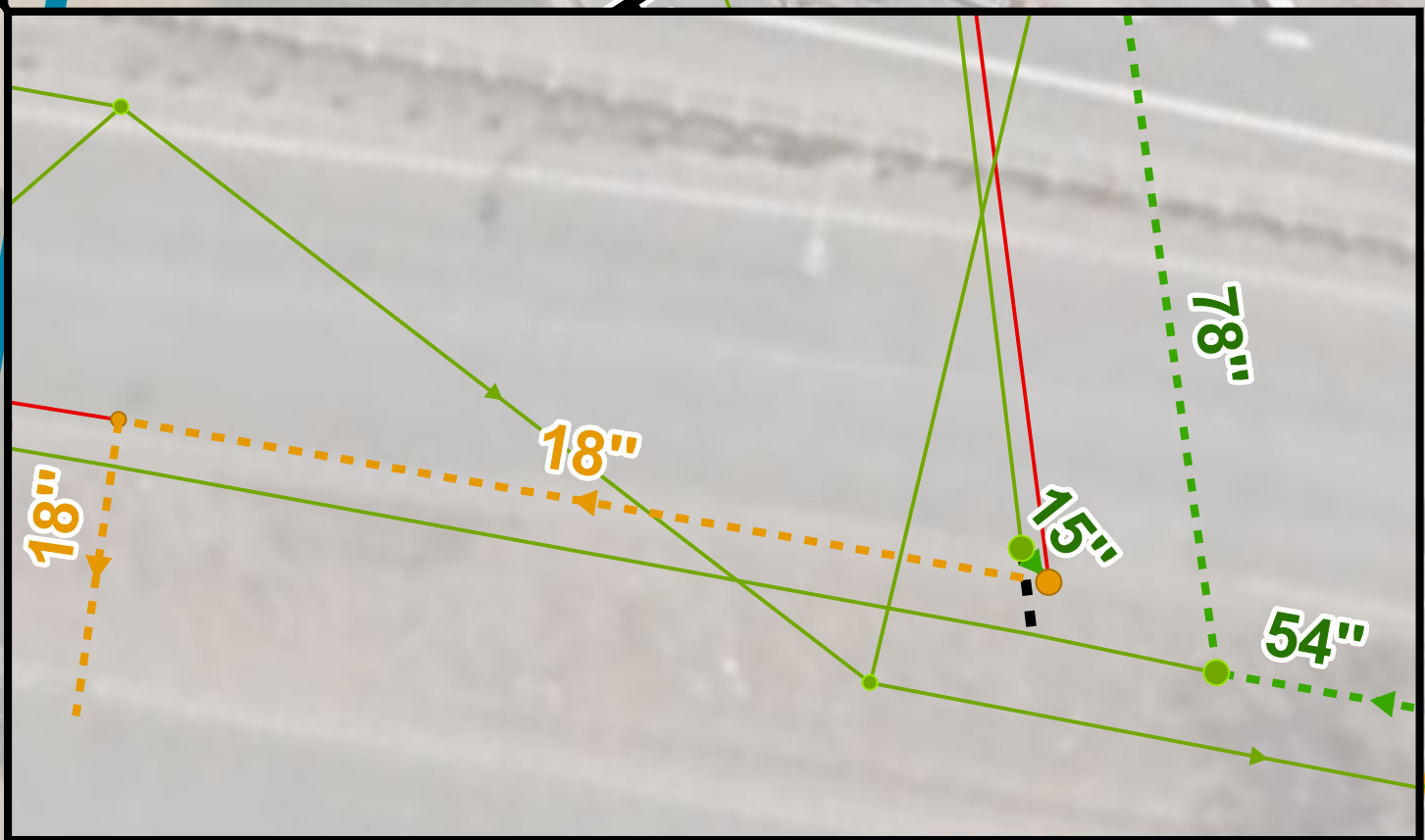
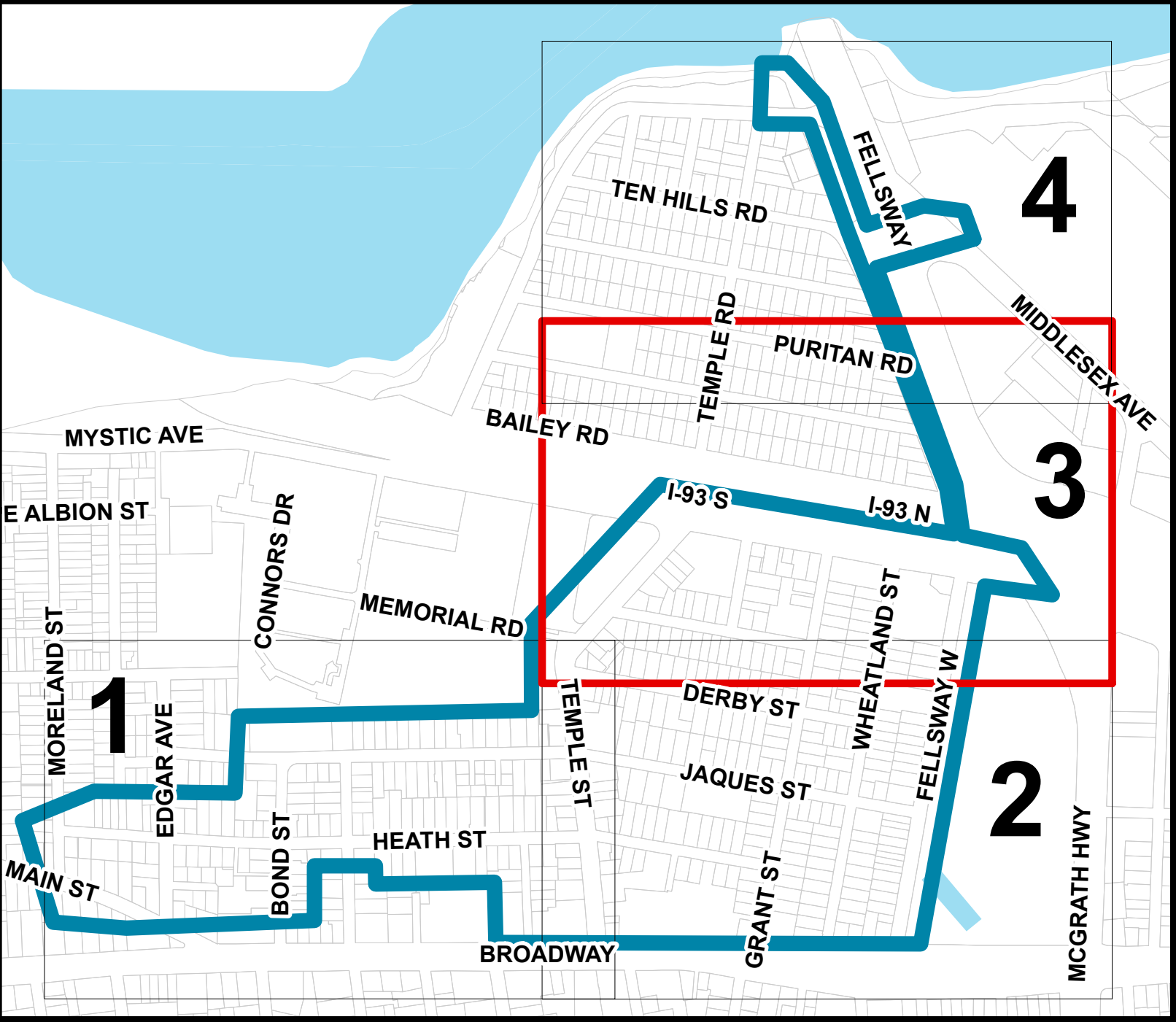
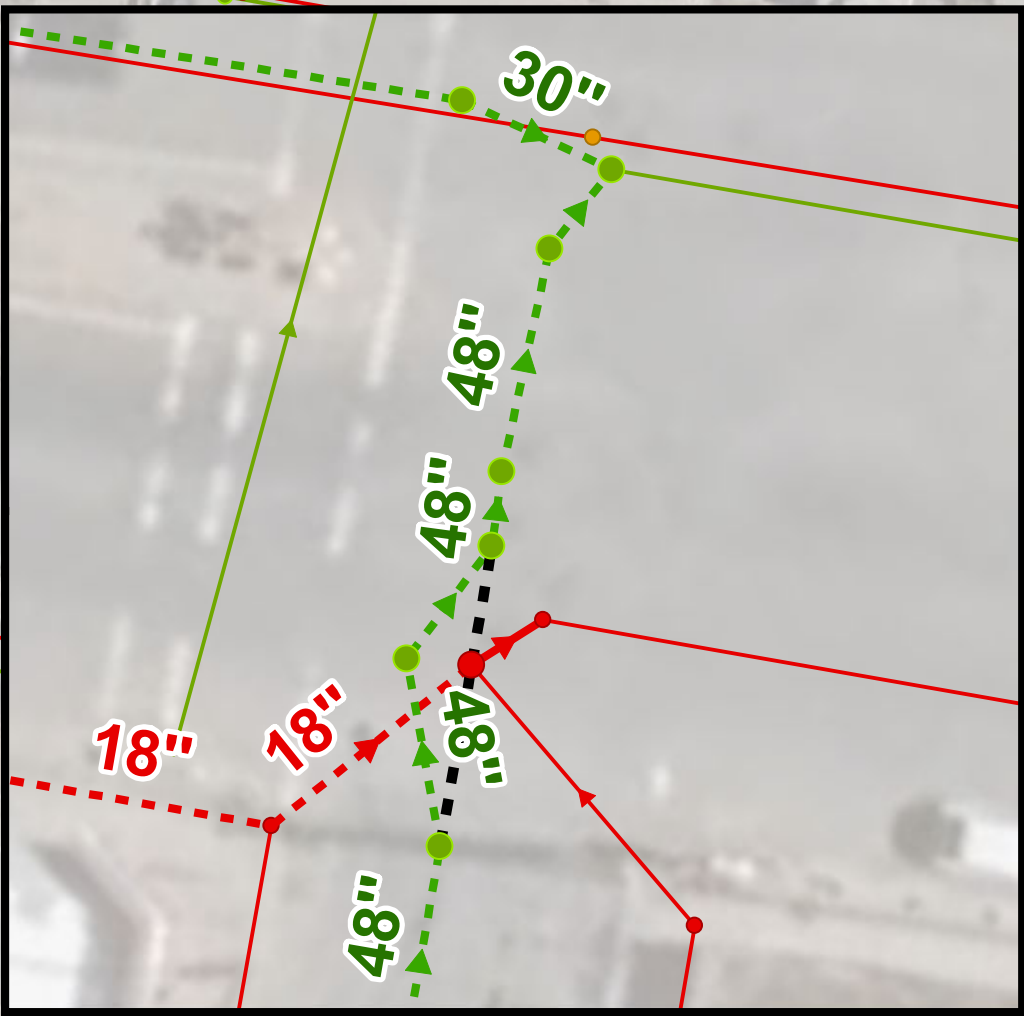
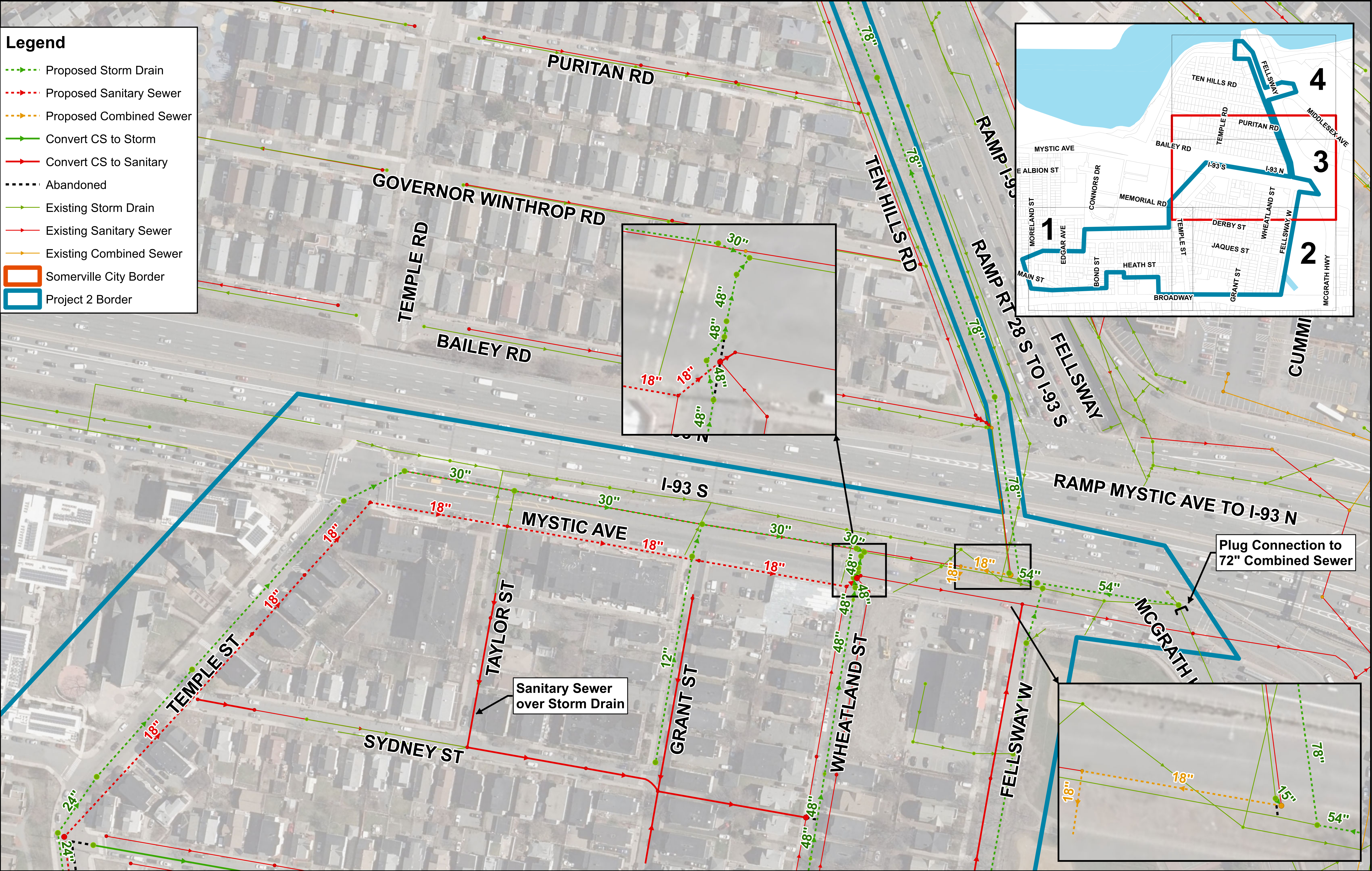
Existing Storm Drain

Existing Sanitary Sewer

Existing Combined Sewer

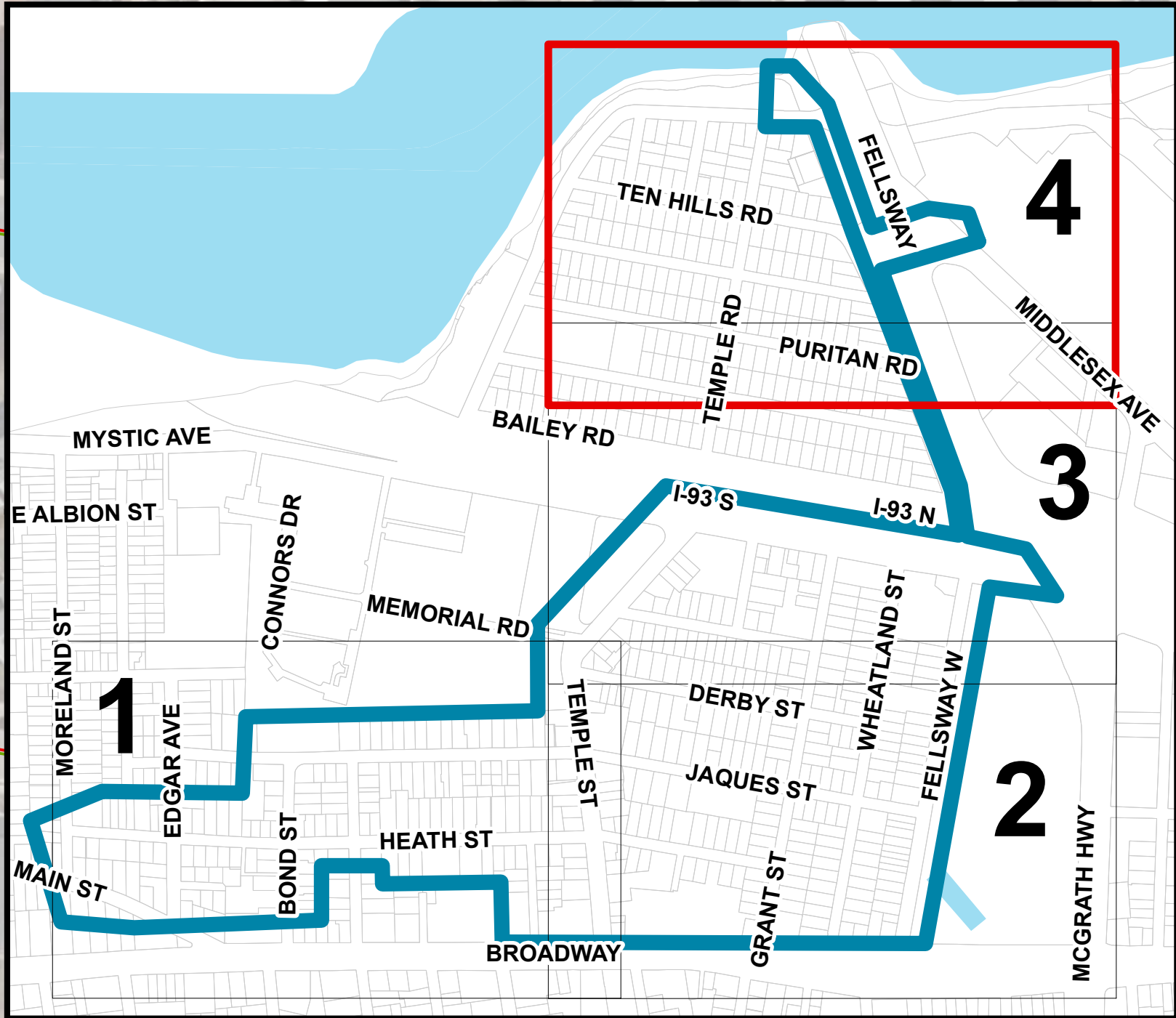
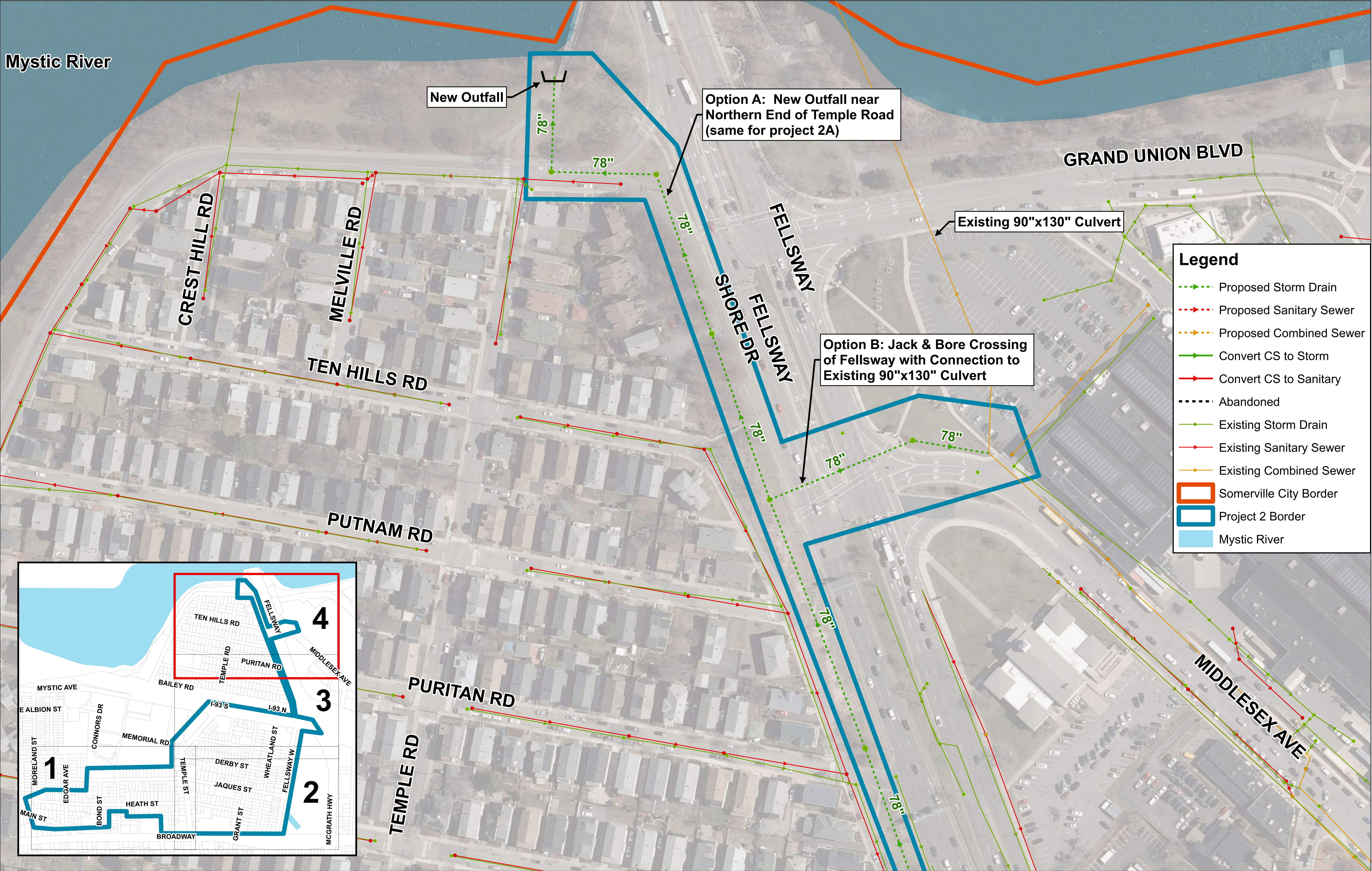
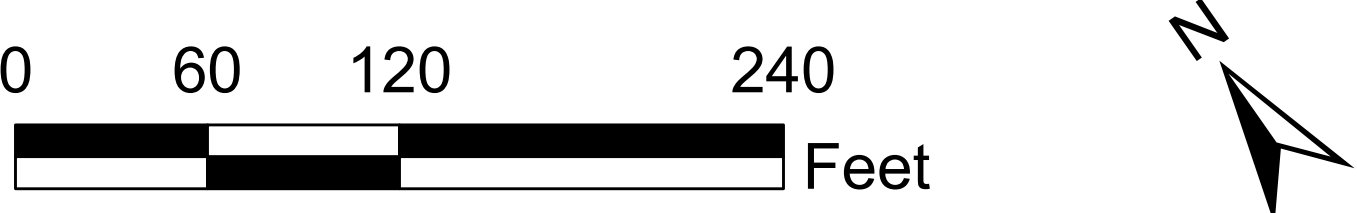
Somerville City Border

Project 2 Border



Plug Connection to
72" Combined Sewer

Sanitary Sewer
over Storm Drain



Project 3 - Richdale Avenue and Bradley Street Area
City of Somerville, Massachusetts

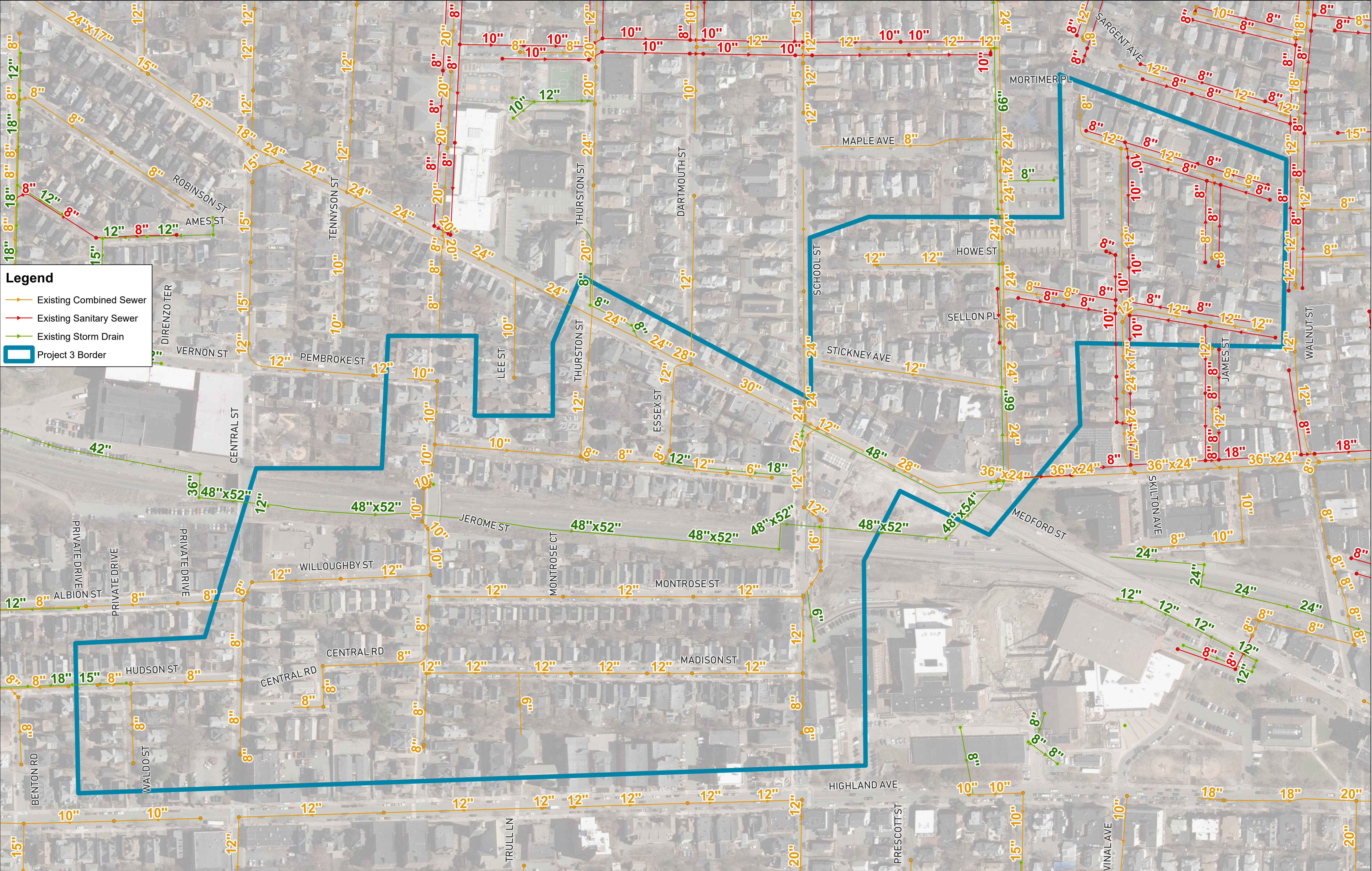


Existing Conditions
Sewershed S2



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Legend

Existing Combined Sewer

Existing Sanitary Sewer

Existing Storm Drain

Project 3 Border

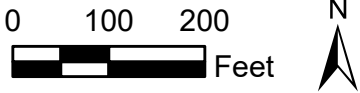
Table B.1. Flood Volumes, I/I Volume Reductions and Cost Estimates for the Proposed Flood Risk Mitigation Projects in Sewershed S2

	Ten Hills Road Area [MG] (Project 1)	Jaques Street Area [MG] (Project 2)	Richdale Ave and Bradley Street Area [MG] (Project 3)	Flint and Gilman Street Area [MG] (Project 4)	Marshall Street and Richdale Avenue Area [MG] (Project 5)	Middlesex Avenue Area [MG] (Project 6)
Flooding during the 10-Year 24-Hour Design Event						
Existing Conditions	0.02	1.18	1.05	0.58	1.10	0.16
At Project completion	0.00	0.00	0.00	0.00	0.00	0.00
Flooding during the 10-Year 30-Minute Design Event						
Existing Conditions	0.02	0.80	0.96	0.32	1.02	0.03
At Project completion	0.00	0.42	0.06	0.00	0.08	0.00
I/I Volume Reduction						
Estimated I/I Reduction with Project as Proposed	0.25	3.67	0.95	0.63	3.13	0.05
Maximum Possible I/I Reduction	0.25	3.67	1.62	0.63	3.13	0.05
Project Cost Estimate*	\$7.3M (Opt. A) \$7.7M (Opt. B)	\$19.7M (Opt. A) \$20.2M (Opt. B)	\$24.2M	\$18.3M (Opt. A) \$18.1M (Opt. B)	\$67.5M (Opt. A) \$58.8M (Opt. B)	\$1.9M

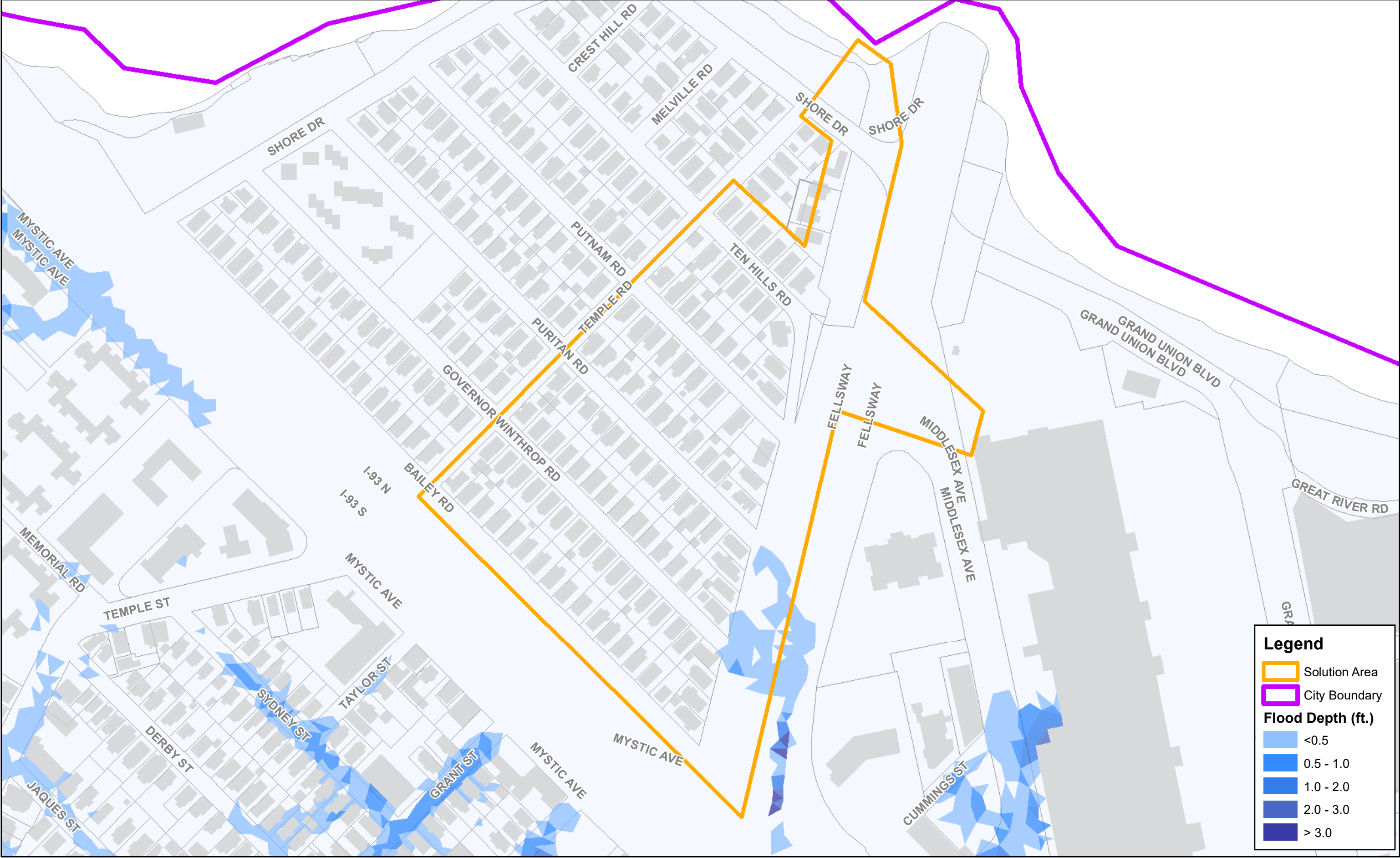
Maximum Possible I/I Reduction refers to reduction that could be accomplished if all stormwater runoff generated in the project area were captured and redirected to a separated stormwater system

*Does not include costs of full road reconstruction

Project 1 - Ten Hills Road Area
Flood Extent Map: Sewershed S2 - City of Somerville, Massachusetts



10-yr 24-hr Rainfall Event
Existing Conditions



Legend

Solution Area

City Boundary

Flood Depth (ft.)

<0.5

0.5 - 1.0

1.0 - 2.0

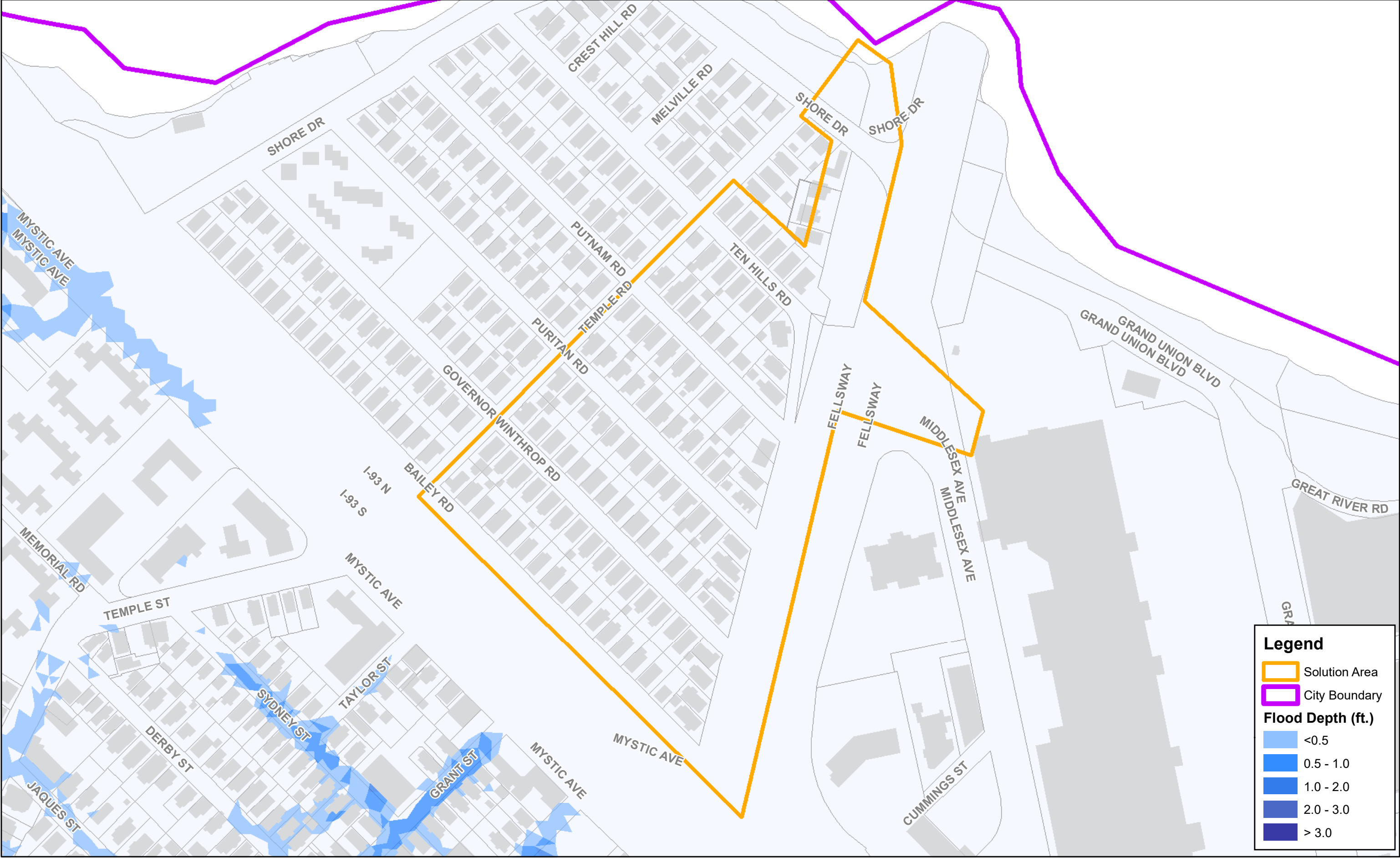
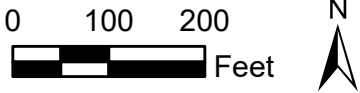
2.0 - 3.0

> 3.0

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Legend

Solution Area

City Boundary

Flood Depth (ft.)

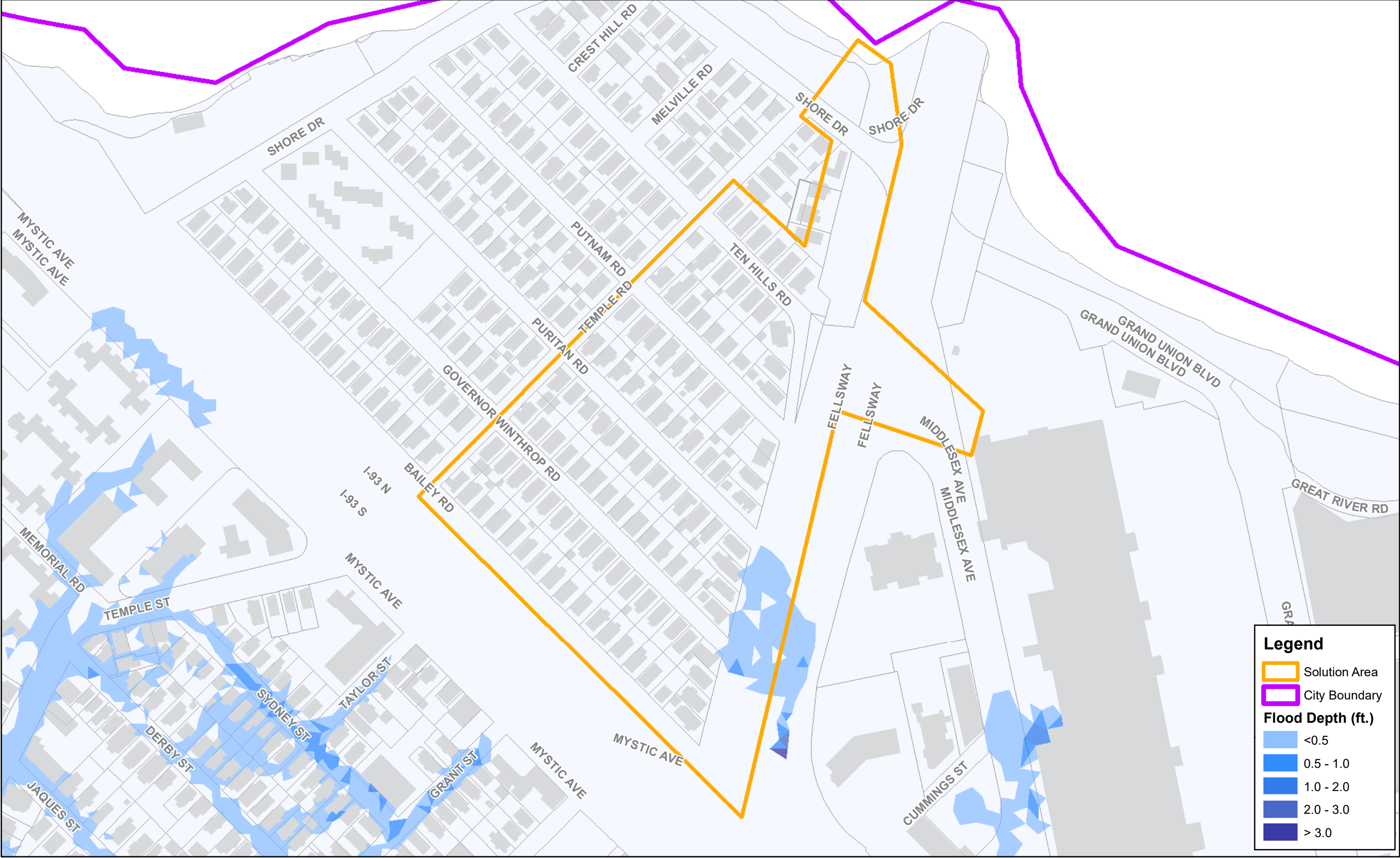
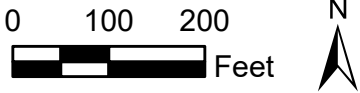
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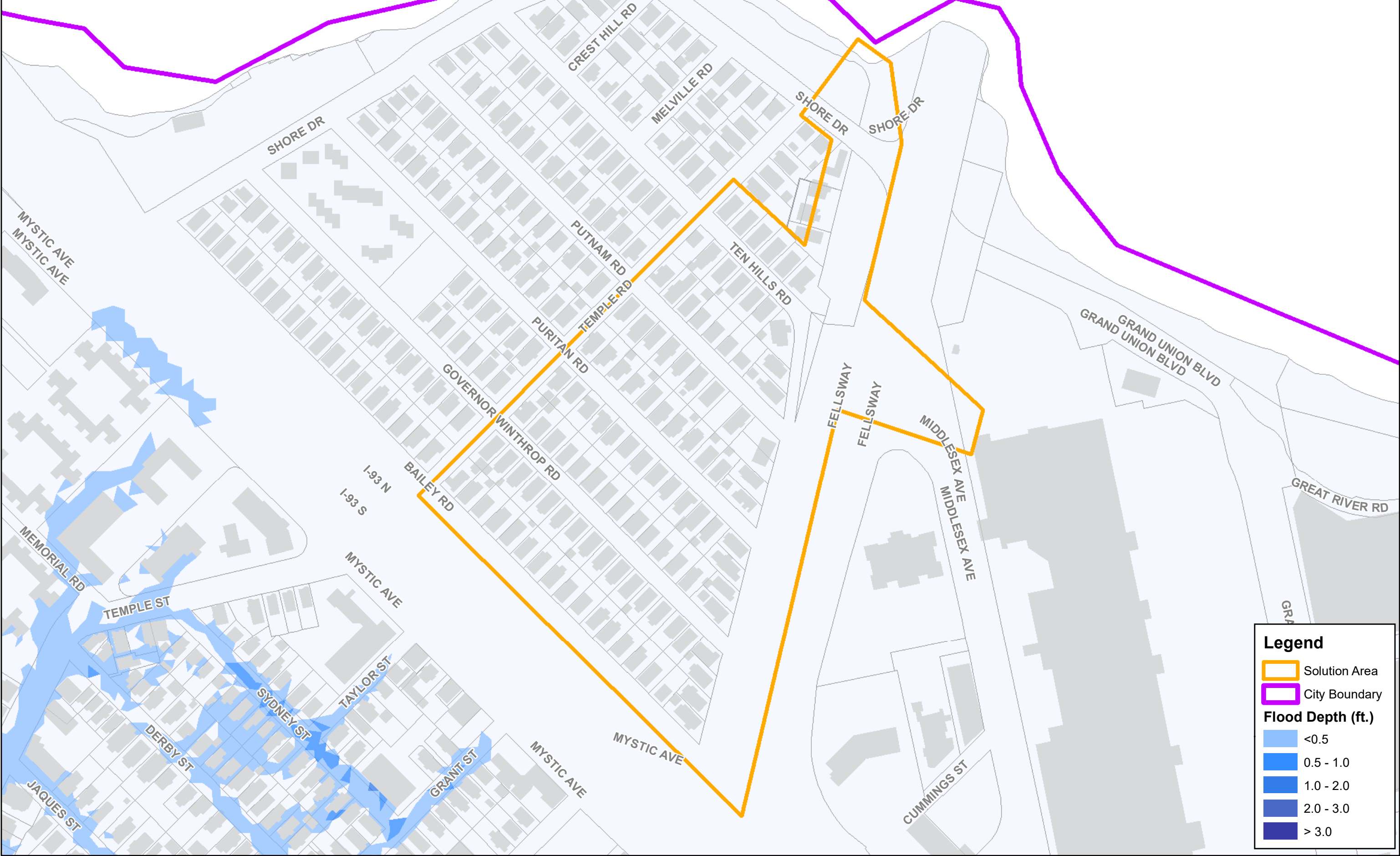
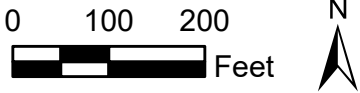
0.5 - 1.0

1.0 - 2.0

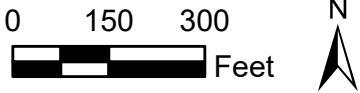
2.0 - 3.0

> 3.0

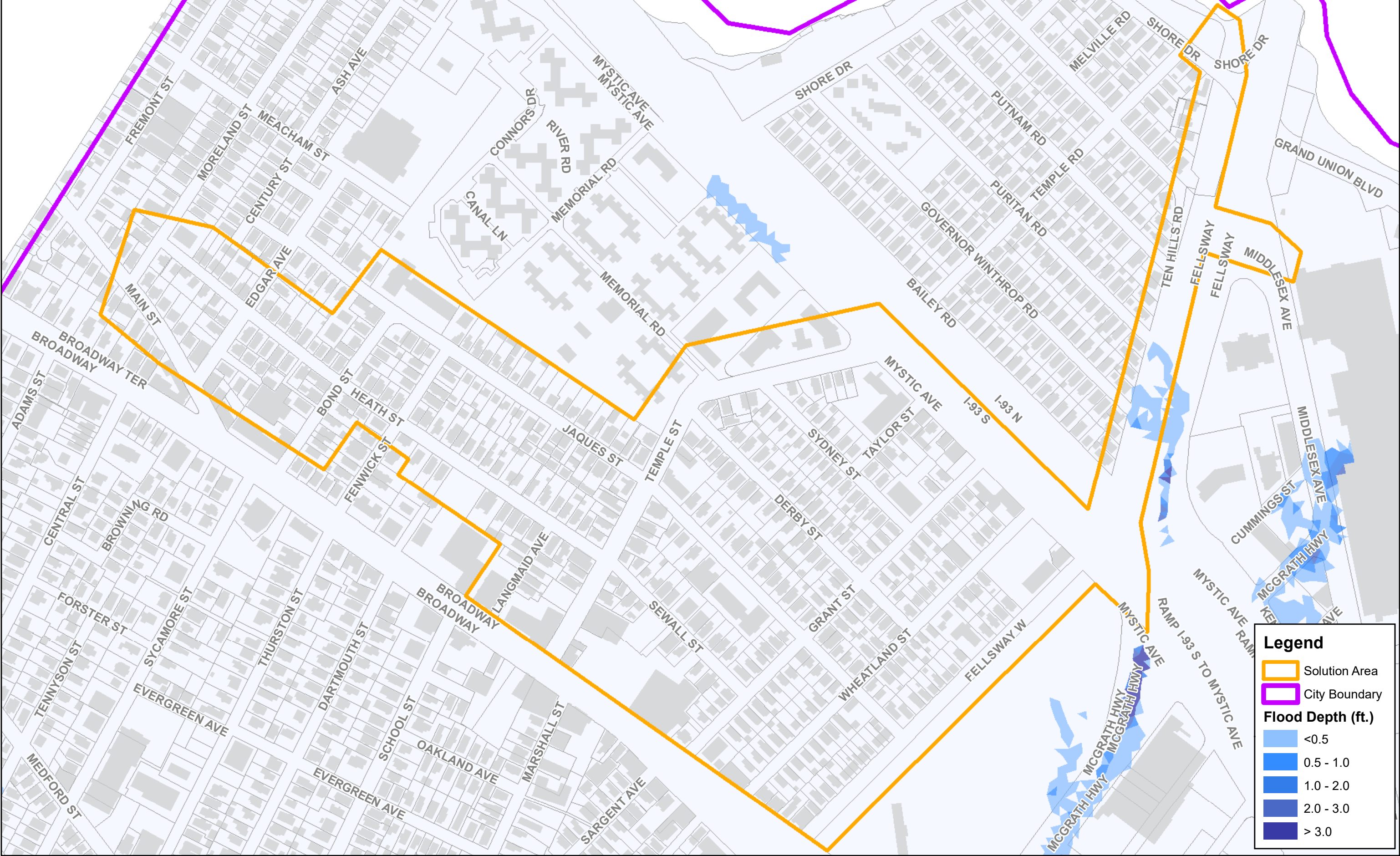




Project 2 - Jaques Street Area
Flood Extent Map: Sewershed S2 - City of Somerville, Massachusetts



10-yr 24-hr Rainfall Event
Proposed Project Conditions



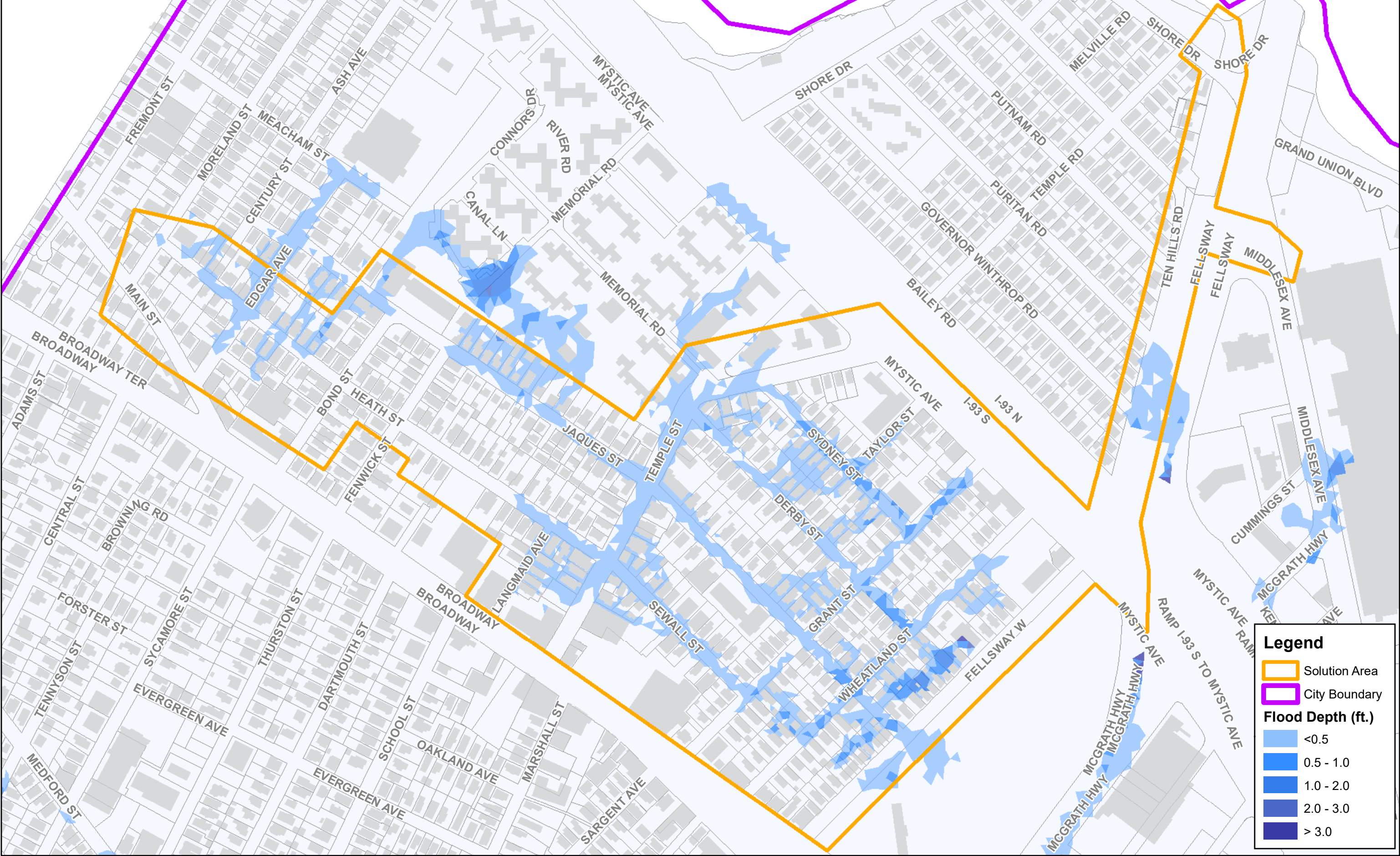
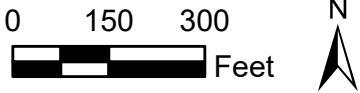
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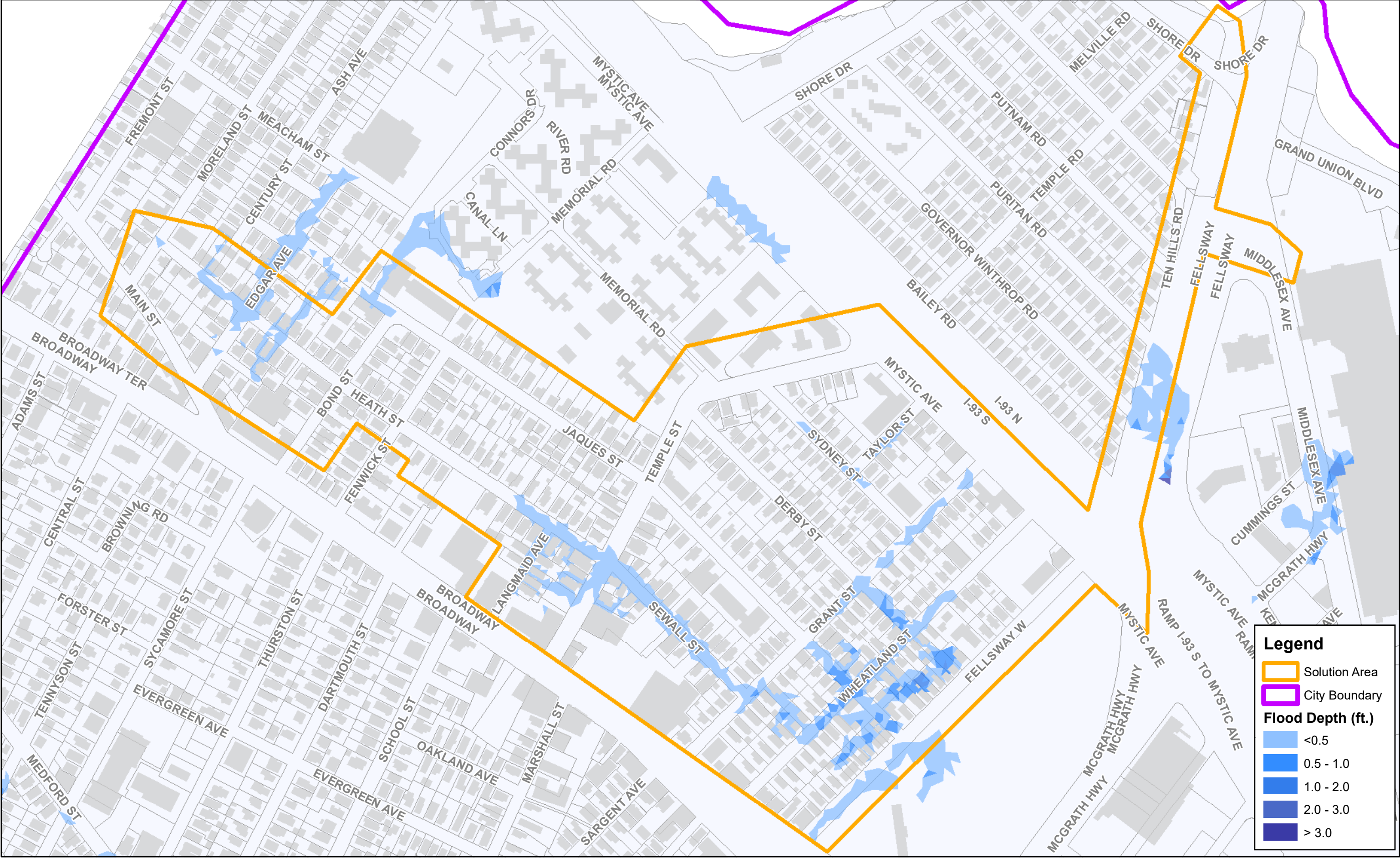
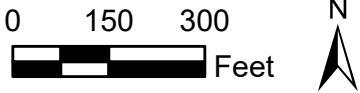
Solution Area

City Boundary

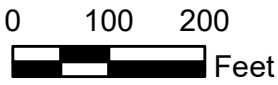
Flood Depth (ft.)

	<0.5
	0.5 - 1.0
	1.0 - 2.0
	2.0 - 3.0
	> 3.0

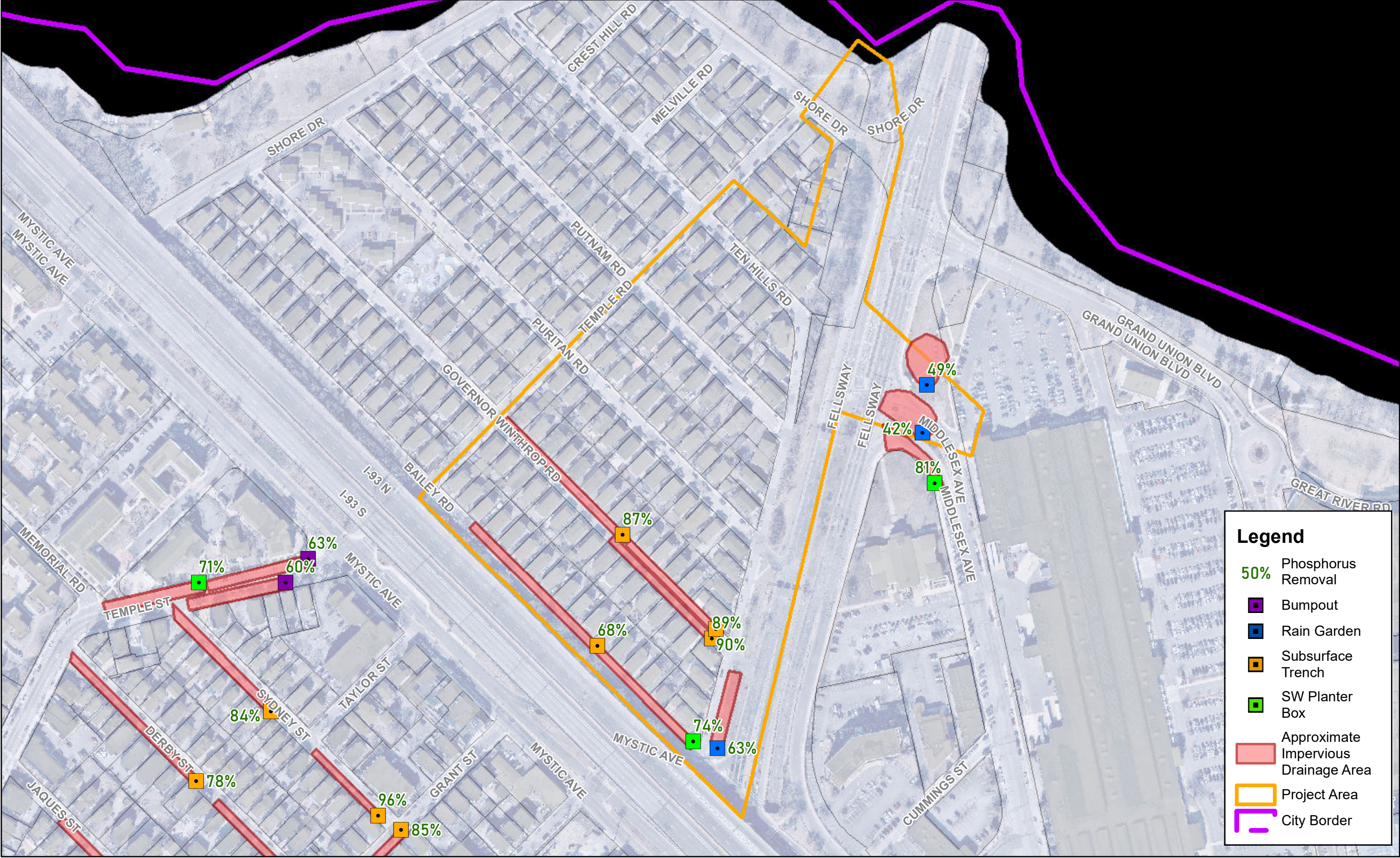




Project 1 - Ten Hills Road Area
Green Infrastructure Candidate Locations



Sewershed S2
City of Somerville, Massachusetts

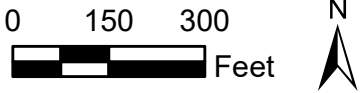


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Project 2 - Jaques Street Area
Green Infrastructure Candidate Locations



Sewershed S2
City of Somerville, Massachusetts



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