

**SOLICITATION FOR:**

**RFQ# 25-24**

**Architectural & Engineering Design Services for Green Line Crossing between Inner Belt and Brickbottom**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 10/23/2024

**QUESTIONS DUE:** 11/5/2024 by 12PM EST

**DUE DATE AND TIME:** 11/13/2024 by 2:30 PM EST

Anticipated Contract Award	12/23/2024
Est. Contract Commencement Date	1/22/2025
Est. Contract Completion Date	6/30/2027

**DELIVER TO:**

**City of Somerville**

**Procurement & Contracting Services Department**

**Attn:** Thupten Chukhatsang  
Senior Procurement Manager  
tchukhatsang@somervillema.gov

**93 Highland Avenue  
Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**

**Enclosed You Will Find a Request for Qualifications For:**

**RFQ# 25-24 Architectural & Engineering Design Services for Green Line Crossing between Inner Belt and Brickbottom**

**SECTION 1.0**

**GENERAL INFORMATION ON APPLICATION PROCESS**

**1.1 General Instructions**

Copies of the solicitation may be obtained on and after 10/23/2024 **on the City's Procurement & Contracting Services Department web page:**

<https://www.somervillema.gov/departments/finance/procurement-and-contracting-services>

Inquiries **about this RFQ 25-24** can be made directly to the PCS Department via e-mail to

[tchukhatsang@somervillema.gov](mailto:tchukhatsang@somervillema.gov).

This procurement of an architectural & engineering design services firm for a public works construction project is not subject to M.G.L. c. 7C, §§ 44-57. However, the City will be following a process that closely resembles the designer selection process and the provisions of M.G.L. c. 7C, §§ 44-57. The City reserves the right to negotiate the terms and services offered at its discretion.

**City Hall Hours of Operation:**

Monday – Wednesday	8:30 a.m. and 4:30 p.m.
Thursday	8:30 a.m. to <b>7:30</b> p.m.
Friday	8:30 a.m. to <b>12:30</b> p.m.

**All Responses Must be Sealed and Delivered To:**

Procurement & Contracting Services (PCS) Department  
City of Somerville  
93 Highland Avenue  
Somerville, MA 02143

Methods of Application Submission:

Applicants may submit bids in any of the following ways. All bids will be time-stamped and must be received no later than the bid deadline date and time.

- 1) Sealed applications can be sent to City Hall through the US Postal Service or other delivery service (e.g. FedEx, UPS).
- 2) Submit sealed application via BidExpress.com, which is an online bidding platform. 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 for BidExpress is attached for your reference.
- 3) For any technical assistance while submitting the online application, please contact the BidExpress Customer support team at [www.bidexpress.com](http://www.bidexpress.com).

***It is the sole responsibility of the Offeror to ensure that the Application arrives on time at the designated place. Late Applications will not be considered and will be rejected and returned.***

<b>Application Format (if not using BidExpress for online submission):</b>
Submit one (1) sealed qualifications package; it must be marked with the solicitation title and number and must be original. The package shall contain one printed original of the qualifications and all required forms and one flash drive with the full submission package in digital form.
In an effort to reduce waste, <b>please do not use 3-ring binders.</b>
Responses must be sealed and marked with the solicitation title and number.
All Applications must include all forms listed in the Proposers' Checklist (and all documents included or referenced in <b>Sections 2.0 - 3.0</b> ). <b>If all required documents are not present, the Application may be deemed non-responsive and may result in disqualification of the Application unless the City determines that such failure(s) constitute(s) a minor informality, as defined and referenced in Massachusetts General Laws.</b>
A complete Application must also include a cover letter signed by an official authorized to bind the Offeror contractually and contain a statement that the Application is firm for ninety (90) days. <b>An unsigned letter, or one signed by an individual not authorized to bind the Offeror, may be disqualified.</b>
The Offeror's authorized official(s) must sign all required Application 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 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. <b>Please use the supplier diversity form (see Section 3.0) with supporting documentation to share your diversity data with the City.</b>

## 1.2 Application Schedule

<b>Key dates for this Request for Qualifications:</b>	
RFQ Issued	10/23/2024
Deadline for Submitting Questions to RFQ	11/5/2024 by 12PM EST
Applications Due	11/13/2024 by 2:30 PM EST
Anticipated Contract Award	12/23/2024
Est. Contract Commencement Date	1/22/2025
Est. Contract Completion Date	6/30/2027

  

<b>Responses must be delivered by 11/13/2024 by 2:30 PM EST to:</b>	City of Somerville Procurement & Contracting Services Department 93 Highland Avenue Somerville, MA 02143
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## 1.3 Submission Instructions

If using BidExpress for online submission, follow the instructions on BidExpress. Otherwise, please submit *one sealed envelope*, with the following contents and marked in the following manner:

<b>Contents of Sealed Application Package</b>	<b>Marked As</b>
<b>Envelope to be labeled: Qualifications and Technical Application:</b> Shall Include (1) original and one (1) electronic copy. [Electronic copies are to be submitted on thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	<b>To Be Marked: Application RFQ# 25-24 Architectural &amp; Engineering Design Services for Green Line Crossing between Inner Belt and Brickbottom</b>
<b>Please send the complete sealed package to the attention of :</b>	Thupten Chukhatsang Senior Procurement Manager PCS Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

## Application Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the Application 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 Application should be organized and presented as directed below. Your application should contain all forms outlined in the Proposers Checklist (Section 3.0). 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 Application shall clearly identify the Offeror's name, solicitation number, formal solicitation title and, if applicable, copy number, (e.g., "Original", "Copy"). All submissions will allow for easy removal and replacement of pages.

Applications shall be organized as follows:

1. Cover Letter
2. Summary of Qualifications & Experience
  - a. Project Team
  - b. Prior Experience
  - c. Standard Designer Application Form for Municipalities. The form is included in Section 3.0 Forms. It may be also obtained online at: <https://www.mass.gov/service-details/designer-selection-procedures-for-municipalities-and-public-agencies>
  - d. City of Somerville standard forms (refer to Section 3.0)
3. Project Approach
  - a. Project Understanding
  - b. Project Approach:
    - i. Project Management
    - ii. Project Controls



- iii. Design Alternatives and Final Design
- iv. Public and Developer Engagement
- v. Interface with MassDOT/MBTA
- c. Bidding/Construction Administration Services
- d. Project Closeout Services

## **1. Cover Letter**

Submit a cover letter that includes the official name of the firm submitting the Application, mailing address, e-mail address, telephone number, and contact name. The letter must be signed by an official authorized to bind the proposer contractually and contain a statement that the Application 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 signature shall be of an individual authorized to negotiate and execute the Contract for Architectural & Engineering Design Services, in the form that is attached to the RFQ, on behalf of the Respondent. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.

- a) A specific statement regarding compliance with the minimum requirements identified in the “Selection Criteria” below. Include identification of registration, number of years of experience (if necessary) and where obtained (as supported by the resumes that are to be attached).
- b) An acknowledgement that the Respondent has read the Request for Qualifications. Respondent shall note any exceptions to the RFQ in its cover letter.
- c) An acknowledgement that the Respondent has read the Standard Contract. Respondent shall note any exceptions to the Standard Contract in its cover letter.
- d) In the event that the City receives financial assistance for this project from the Commonwealth of Massachusetts, the Applicant must be prepared to comply with all the necessary requirements pursuant to M.G.L. Chapter 7C, Section 6.
- e) A brief description of the Respondent’s organization and its history.

## **2. Summary of 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 in those projects is highly recommended. The Offeror may include any additional literature and project brochures.

Applicants are highly encouraged to organize this section as follows:

- a. Project Team
- b. Prior Experience
- c. Standard Designer Application form for Municipalities. The form is included in Section 3.0 Forms. It may be also obtained online at: <https://www.mass.gov/service-details/designer-selection-procedures-for-municipalities-and-public-agencies>
- d. City of Somerville standard forms (refer to Section 3.0)

### 3. Project Approach

The Offeror shall describe its approach to the management and design of this project, including its evaluation of the prior design work performed, specific challenges and opportunities it envisions in successfully executing the outlined scope of services, and interactions with the many stakeholders who will be involved in the project.

Applicants are highly encouraged to organize this section as follows:

- a. Project Understanding
- b. Project Approach:
  - Project Management
  - Project Controls
  - Design Alternatives and Final Design
  - Public and Developer Engagement
- a. Interface with MassDOT/MBTA
- e. Bidding/Construction Administration Services
- f. Project Closeout Services

### 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: 11/5/2024 by 12PM EST**

**Questions concerning this solicitation must be delivered in writing to:**

Thupten Chukhatsang  
Senior Procurement Manager  
Somerville City Hall  
Procurement & Contracting Services (PCS) Department  
93 Highland Avenue  
Somerville, MA 02143  
**Or emailed to:**  
tchukhatsang@somervillema.gov

Answers will be sent via an addendum to all Offerors who have registered with the City of Somerville PCS Department as interested applicants. Applicants are encouraged to contact the PCS Department to register as an RFQ document holder to automatically be alerted as to addenda as they are issued. It is the responsibility of the Offeror to also monitor the bids and opportunities portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is:

<https://www.somervillema.gov/departments/finance/procurement-and-contracting-services>

## 1.5 General Terms

### Application 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 Application Acceptance and City Contract Requirements

The contract will be awarded within 90 days after the Application 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 B.

### Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Juneteenth	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 deadline for this RFQ, the PCS Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the Application due date will be postponed until 2:00 p.m. on the next normal business day. Applications 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 contacted the PCS Department to be registered for 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/departments/finance/procurement-and-contracting-services>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the PCS Department.

**Modification or Withdrawal of Applications, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw an Application by written notice received by the City of Somerville prior to the time and date set for the Application deadline. Application 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 Application deadline, an Offeror may not change any provision of the Application 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 on the intended Application is clearly evident on the face of the submitted document, the mistake will be corrected to reflect the intended correct Application, and the proposer will be notified in writing; the proposer may not withdraw the Application. A proposer may withdraw an Application if a mistake is clearly evident on the face of the Application document, but the intended correct Application is not similarly evident.

**Right to Cancel/Reject Applications**

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

**Unbalanced Applications**

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

**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.

**1.6 Evaluation Methodology****Comparative Evaluation Criteria**

The Comparative Evaluation Criteria set forth in Section 2 of this RFQ shall be used to evaluate responsible and responsive applicants.

All Applications 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 and interviews (if applicable). The City reserves the right to involve an outside consultant in the selection process. Applications 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 Applications if it determines that the criteria set forth have not been met.

### **Selection Process**

Qualified Applications 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") if it deems necessary to do so. 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 once all negotiations are complete.

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

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

### **Selection Schedule**

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

Following the ranking of Respondents, the committee will short-list 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 three (or more) finalists will be asked the same questions and given the same opportunities to present. The interview process will also have a ranking system and committee members will be required to rank each of the finalists. Based on the interview process, Respondents will be ranked and references will be checked for the highest ranking Respondent.

## **Fee Negotiations**

The Owner will commence fee negotiations with the first-ranked Applicant. If the Owner is unable to negotiate a contract with the first-ranked Applicant, the Owner will then commence negotiations with its second-ranked Applicant 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 increase in the Designer'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, PCS 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# 25-24**  
**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 Application deadline. 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.

**Project Background:**

The project site spans two neighborhoods in Somerville – Brickbottom and Inner Belt. Both are auto-oriented industrial/post-industrial neighborhoods bounded by Interstate 93 to the east, Route 28 to the west, Washington Street to the north, and MBTA tracks and rail facilities to the south. The neighborhoods are separated by the Green Line and MBTA commuter rail tracks. There is no physical connection between these two neighborhoods even though they are separated by 50' of rail right-of-way. The only way to move between the two neighborhoods is to walk on the periphery and use Washington Street.

The intent of this project is to create a pedestrian/bicycle crossing of the Green Line to link these two neighborhoods and provide access from the East Somerville Green Line station. Both neighborhoods will have updated comprehensive plans and zoning changes to reflect the shift from post-industrial to mixed use and high-tech research and development. The eventual culmination of both neighborhood plans will create over 4,000 jobs and over 1,000 new dwelling units. The draft plan can be found online on [SomerVoice](#).

The impetus for this project is private development that supports the visions for these neighborhoods and increased connectivity called for in the draft neighborhood plan. There is a unique blend of stakeholders – the State Economic Development Office, MBTA, the City of Somerville, private landowners, developers, and residents. The ability to interact with these groups will be critical to the project's success. The City has actively participated in design concepts (included herein at [this link](#)) and is analyzing concepts that include stairs, ramps, and elevators. In addition to these above-grade options, the City wishes to explore the potential for an at-grade crossing of the Green Line corridor. Furthermore, the project will be required to meet design standards from the MBTA since this project goes over state right-of-way and an active rail corridor. It is important that the connection works for pedestrians, cyclists, and people of all abilities. The final design must make all users feel comfortable using the crossing 24/7 for the project to be successful.

The current construction estimate for a bridge crossing is \$30,000,000. This project is expected to utilize State and non-state funding sources. Preliminary site analysis and basic concept designs have been developed by the site owner (North River) and their engineer (VHB). They are included herein. Also, the City has engaged Skanska USA Building Inc. to serve as its Owner's Representative for the project.

Through prior studies and community engagement processes, the City has identified at least six alternatives for the Green Line Crossing:

- at-grade crossing at Poplar Street;
- at-grade crossing at East Somerville Green Line Station;
- bridge with ramps;
- bridge with ramps and stairs;
- bridge with ramps and elevators; and
- bridge with stairs and elevators.

With this RFQ, The City of Somerville, through its Procurement and Contract Services and on behalf of the Engineering Division, is seeking statements of qualifications for engineering services to support the Project Management, Public Engagement, Preliminary Design and Alternatives Analysis, 10% Design, 25% Design, 75% Design, 100% Design and PS&E Submission and Bidding Services for the Inner Belt/Brickbottom Green Line Crossing.

The primary goal of this procurement is to engage a design consultant to develop and analyze the six established alternatives for the crossing, plus any additional alternatives identified by the design consultant, assist the City with the selection of the preferred alternative, obtain necessary approvals and permits for the preferred alternative, and then prepare design documents and assist the City with bidding of the approved alternative. The City may elect to contract with the selected design consultant for construction administration services at a future point in time via an amendment to their contract, but those services are simply an option that the City could exercise and are not being awarded under this initial RFQ.

## **Scope of Work**

The following sections outline the minimum scope of services for Project Management, Public Engagement, Preliminary Design and Alternatives Analysis, 10% Design, 25% Design, 75% Design, 100% Design and PS&E Submission, and Bidding Services.

### **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 and/or coordinated with the City.
- Project Progress Meetings – In addition to scope-related meetings specified below, coordinate and direct progress meetings with the City throughout the project. Meetings will be held on a bi-weekly basis. 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.
- Coordinate the Project with the City of Somerville and adjacent property owners with regard to other ongoing and proposed projects in the area that may impact on site work or utility services including the Poplar Street Pump Station and other city projects.



- Coordinate the work of the selected A/E firm and its design team with the work of the selected Construction Manager (CM) or General Contractor, the Authority's Project Manager, Skanska USA Building, Inc., the City of Somerville's Commissioning Agent ("IE/CA"), and any other consultant retained by the City of Somerville in connection with the Project;
- Coordinate the work of the A/E and its design team as necessary with state and city agencies, including but not limited to the Massachusetts Department of Transportation ("MassDOT") Massachusetts Bay Transportation Authority ("MBTA"), City of Somerville Water & Sewer Department, Public Works Department and others; utility providers, including but not limited to, Eversource and National Grid; with all permitting agencies having jurisdiction over the Project, including but not limited to the Massachusetts Department of Environmental Protection ("DEP") the United States Environmental Protection Agency ("EPA"); and the Somerville Conservation Commission;
- Coordinate all permitting required by the Project;
- Throughout the design process, develop life cycle cost analysis for all major components and systems and provide to the City of Somerville to assist in decision making. As options and value engineering items are developed, the life cycle cost analysis shall be updated as necessary;
- Throughout the design process, all design alternatives should be developed to maximize energy efficiency and sustainability of the pedestrian crossing and related improvements.

## **2. Public Engagement**

Because of the nature of this project, a broad approach to public engagement will be required. The selected consultant will be responsible for:

- Assisting the City with the development of the overall public engagement strategy
- Organizing and coordinating the specific engagement processes and activities, including scheduling of meetings and events, logistics for all meetings/events, acquiring materials to be used at each event, and supporting the City in running the events
- Obtaining and documenting input received
- Interpreting and applying the input to the design(s)
- Development of diagrams, figures, drawings, and other content for public meetings, project websites, and other distribution formats
- 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.

Descriptions of the various engagements to be included at each phase of the design process are provided as part of the following task descriptions.

## **3. Preliminary Design and Alternatives Analysis Phase**

Collect and review historical data, reports, and plans for all utilities and conditions in the Project Area. Gather relevant information concerning any improvements planned by the City or other agencies in the vicinity of the project.

### 3.1 Topographical and Property Line 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, property and easement lines, 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 shall include but not be limited to the following tasks:

- Coordinate the project area and scope of work with a surveyor.
- Obtain available utility records from the City and private utility owners.
- Obtain record property ownership and easement records from the Registry of Deeds and other sources as required.
- Field verify location of roadways, drives, walkways, above-ground structures, buildings, fences, utility boxes and poles, gates, waterways, boring locations, vegetation, 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.
- Field verify locations and tops of rails, catenary supports, cables and wires, fencing, signal bungalows and other structures, and other improvements within the Green Line corridor.
- Incorporate utility record drawing information.
- Develop topographic mapping based on one foot (1') contour intervals (maximum).
- 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.

### 3.2 Geotechnical & Environmental Investigation

Conduct a geotechnical and environmental evaluation and investigation program of the project site. Review MassDEP files for sites in the vicinity of the project site to assess environmental conditions that may affect the project area. Develop a geotechnical and environmental investigation plan and execute field investigations as appropriate. Prepare a technical memorandum that may include, but is not limited to, 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 structures, pavements and other improvements, 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 analysis/pre-characterization/disposal, including pre-characterization of soils to be excavated and disposed of off-site

### 3.3 Public and Developer Input

Conduct at least one public interaction at the beginning of the task to introduce the project to the public and to obtain input to inform alternatives to be studied and the basis of the alternatives evaluation. Conduct meetings with the developers of the properties adjacent to the Green Line and within the Inner Belt and Brickbottom neighborhoods to discuss potential impacts on those developments and opportunities for integration with future and existing buildings.

### 3.4 Interface with MassDOT/MBTA

Conduct initial meetings with the MBTA and MassDOT to review the project scope, potential alternatives, and coordination for the design and construction of the project. At the completion of the alternatives analysis, meet to present the results and obtain feedback to be used in selection of the alternatives to be advanced to 10% design.

### 3.5 Preliminary Design

Prepare conceptual designs for the six alternative approaches for the project as stated above, plus any additional alternatives identified by the A/E or the City as a result of preliminary reviews of the project purpose and intent. The concept designs shall be developed to a sketch level (roughly 2%) sufficient to fully describe the scope of the alternative and evaluate it in comparison with the other alternatives under consideration, and to prepare initial rough order of magnitude cost estimates. Design products shall include plans, sections, elevations, and narratives. The documentation shall clearly identify any improvements to the facilities or properties of parties outside the City of Somerville that must be made for safe and efficient implementation (e.g., signalization upgrades by the MBTA, interactions with adjacent buildings/developments).

### 3.5 Alternatives Analysis

Conduct an alternatives analysis to confirm feasibility and advance the concepts of the proposed improvements and analyzed configurations. Alternatives will be compared on the following criteria, at a minimum:

- Initial installed cost;
- Long-term operating and maintenance costs over a period of 10 years;
- Safety of users;
- Accessibility and ease of use;
- Compatibility with existing Green Line signal systems (for at-grade options).

The final list of evaluation criteria will be developed by the selected consultant in collaboration with the City based on the selected alternatives.

### 3.6 Cost Estimate

In support of the Alternatives Analysis, prepare for each alternative a CLASS 4 cost estimate in accordance with Association for the Advancement of Cost Engineering (AACE) International guidelines including both hard and soft costs. The estimate shall be provided in form, substance, and detail acceptable to the City of Somerville (Construction Specification Institute (“CSI”) or similar). The A/E shall evaluate the Preliminary Design estimate against any previously developed cost estimates that may be provided by the City of Somerville.

### 3.7 Permitting

Prepare a preliminary outline of permits required for each alternative under study. Identify the scope of the permit application and any potential impediments to approval.

### 3.8 Select Alternatives for Advancement

Assist the City in selecting two alternatives to be advanced to the 10% design phase based on public and developer input, MassDOT/MBTA responses, alternatives analysis outcome, and other input obtained during this phase. The City’s intent is to advance one at-grade and one bridge option.

### 3.9 Preliminary Design Report

Prepare a Preliminary Design Report that documents the findings, alternatives analysis, and recommendations of the Preliminary Design Phase, including the alternatives studied, a summary of public and developer input, a summary of MassDOT/MBTA input, cost estimates for each alternative, permitting summary, the alternatives analysis, and a summary of the basis of selection for the two alternatives to be advanced to 10% design.

### 3.10 Deliverables

Each deliverable shall be provided as a draft for one round of City review and subsequently revised to address City comments. Deliverables shall be submitted as two hard-copies and one electronic-copy and shall include at a minimum the following:

- Existing Conditions Survey (PDF and AutoCAD)
- Geotechnical Technical Memorandum
- Environmental Technical Memorandum
- Preliminary Design Report

## 4. 10% Design

### 4.1 Schematic Design of Selected Alternatives

Advance the two selected options identified through the alternatives analysis to a 10% design level. Prepare plans as required to allow for evaluation of the two options, including a detailed cost estimate. Plans shall include the following disciplines to show existing conditions and proposed improvements:

- Geotechnical and Environmental

- Demolition and Site Preparation
- Roadway
- Civil Water, Sewer, Drain
- Utility Relocation
- Landscape
- Electrical
- Communications
- Signals
- Traffic Management

For the bridge alternative, the following additional drawings will need to be prepared:

- Structural
- Architectural

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 structural modeling and other calculations, as necessary, for the 10% design of the proposed improvements.

Prepare a cost estimate as described in Task 3.6 above. Cost estimates shall include a recommended construction phase schedule establishing mid-point of construction.

#### 4.2 Public and Developer Input

Conduct a broad range of public interactions (meetings, surveys, tablings, websites, etc.) at the beginning of the task to receive commentary on the proposed alternatives. Support the City with regard to commission and committee meetings that review the project. Continue meetings with the developers of the properties adjacent to the Green Line and within the Inner Belt and Brickbottom neighborhoods to discuss potential impacts on those developments and opportunities for integration with future and existing buildings.

#### 4.3 Interface with MassDOT/MBTA

Conduct meetings with the MBTA and MassDOT to review the two alternatives in detail, in particular to discuss potential impacts and accommodations to the Green Line to allow construction and operation of each alternative.

#### 4.4 Permitting

Develop a detailed list of permits and approvals that will be required for each alternative. Include submission requirements for each permit and a schedule for the submissions.

#### 4.5 Selection of Preferred Alternative

Assist the City in the selection of the preferred alternative that will be advanced to full construction documents and bidding. Selection shall be based on the advanced design work, public and developer input, cost estimates, permitting requirements, MassDOT/MBTA input, and other factors as developed during the course of this design phase. Prepare a brief summary of the basis for selection of the preferred alternative.

#### 4.6 Deliverables

Each deliverable shall be provided as a draft for one round of City review and subsequently revised to address City comments. Deliverables shall be submitted as two hard-copies and one electronic-copy and shall include at a minimum the following:

- 10% designs for each alternative under study
- 10% design estimates for each alternative under study
- Summary of public and developer input
- Summary of MassDOT and MBTA input
- Alternative evaluation and basis of selection of preferred alternative

### 5. **25% Design**

#### 5.1 Design Development

Advance the preferred alternative identified through the 10% design evaluation to a 25% design level. Prepare plans for the following disciplines (and others as required) to show existing conditions and proposed improvements:

- General
- Existing Conditions
- Geotechnical and Environmental
- Demolition and Site Preparation
- Roadway/Walkway
- Civil Water, Sewer, Drain
- Utility Relocation
- Landscape
- Electrical
- Communications
- Signals

- Traffic Management

Should the City select the bridge option, the following plans and specifications will be required in addition to those listed above:

- Structural
- Architectural
- Commissioning

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 structural modeling and other calculations, as necessary, for the 25% design of the proposed improvements.

Prepare outline specifications for all required work as described in the drawings.

Prepare preliminary Right-of-Way drawings identifying any property takings or easements required for the construction and operation of the facility. Submit to the City's legal department for review and incorporate any comments.

## 5.2 Public and Developer Input

Conduct a broad range of public interactions (meetings, surveys, tablings, websites, etc.) at the beginning of the task to receive commentary on the preferred alternative and potential options. Support the City with regard to commission and committee meetings that review the project. Continue meetings with the developers of the properties adjacent to the Green Line and within the Inner Belt and Brickbottom neighborhoods to discuss potential impacts on those developments and opportunities for integration with future and existing buildings.

## 5.3 Interface with MassDOT/MBTA

Conduct meetings with the MBTA and MassDOT to review the preferred alternative in detail, in particular to discuss potential impacts and accommodations to the Green Line to allow construction and operation.

## 5.4 Permitting

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

## 5.5 Cost Estimates

At the end of the 25% Design Phase and 75% Design Phase prepare a full and complete cost estimate including hard and soft costs. Include escalation based on the expected midpoint of construction in the latest update to the preliminary construction schedule. All estimates shall be provided in form, substance, and detail acceptable to the City of Somerville (Construction Specification Institute ("CSI") or similar). In addition, the City may elect to have third-party cost estimates prepared by the Owner's Representative ("OR"), the Construction Manager ("CM") (if applicable), or other consultant as a basis for evaluating the A/E's estimate.

### 5.5.1 Cost Estimate Reconciliation

At the end of each design phase, the A/E shall evaluate their cost estimate against the approved estimate completed during the Preliminary Design Phase and estimates prepared by other parties on the City's behalf. If a cost estimate is prepared by another party other than the A/E, the A/E shall participate in meetings to reconcile their estimate against the other estimates and issue a revised estimate reflecting the outcome of the reconciliation. Should the estimated cost of the reconciled estimate exceed the City's established project budget the City may accept the revised estimate as the new project budget or direct the A/E to develop potential revisions or value engineering ("VE") actions to reduce the estimate to the established budget. The City will review the options and determine those that will be incorporated into the design. The A/E shall modify the design and all associated plans, specifications, and other contract documents to incorporate the approved revisions and VE actions at its sole cost and expense until the cost estimate for that design phase is equal to or less than the City's established budget. The process of revising and value engineering the design shall be repeated until the established budget is met or the City accepts the new estimate.

#### 5.6 City Comments on Design Documents

Submit the completed 25% design documents to the City and its agents (OPM, CM, and others) for review. Prepare a log reflecting all comments submitted by each reviewer and provide responses. Revisions to the documents to reflect the comments and responses will be incorporated in the next phase of the design process.

#### 5.7 Permitting

Prepare a final and complete listing of all permits required for the preferred alternative. Identify the scope of the permit submission, any fees required, and a schedule for submitting and receiving approvals. Incorporate the permitting schedule into the overall design schedule as described in 1. Project Management.

#### 5.8 Deliverables

Each deliverable shall be provided as a draft for one round of City review and subsequently revised to address City comments. Deliverables shall be submitted as two hard-copies and one electronic-copy and shall include at a minimum the following:

- 25% Plan Set
- 25% Cost Estimate, including reconciliation and revisions/VE items accepted to achieve the project budget
- Preliminary Right-of-Way drawings
- Comment log
- Summary of public and developer input
- Summary of MassDOT and MBTA input

### 6. 75% Design

#### 6.1 Design Development

Advance the 25% drawings and specifications to a 75% design level.



Perform detailed structural modeling and other calculations, as necessary, for the 75% design of the proposed improvements.

Prepare a cost estimate as described under 5.5 Cost Estimates above. Cost estimates shall include a recommended construction phase schedule establishing mid-point of construction.

Prepare final Right-of-Way drawings with all information necessary to allow the City to proceed with any required property transactions. Submit a draft for review by the City's legal department and incorporate any comments prior to issuing the final documents.

## 6.2 Public and Developer Input

Conduct at least one meeting supported by websites, media releases, and other forms of public announcement to inform the public of the advancement and status of the project. Collect and submit to the City any comments received as a result of public outreach. Continue meetings with the developers of the properties adjacent to the Green Line and within the Inner Belt and Brickbottom neighborhoods to discuss measures to address any impacts and details regarding integration of the project with future and existing buildings.

## 6.3 Interface with MassDOT/MBTA

Conduct meetings with the MBTA and MassDOT to advance design of the project, including construction details, schedule coordination, and other information required to prepare the contract documents.

## 6.4 Permitting

Draft and submit associated permit applications to the agencies on behalf of the City in accordance with the permitting schedule. Allow for City review of all permit applications prior to submitting. All applicable fees will be paid by the City.

## 6.5 Cost Estimates

Prepare a project cost estimate and participate in reconciliation of the estimate with third party estimates prepared by the City and/or the Owner's Project Manager as described under 5.5 Cost Estimates above.

## 6.6 City Comments on Design Documents

Submit the completed 75% design documents to the City and its agents (OPM, CM, and others) for review. Prepare a log reflecting all comments submitted by each reviewer and provide responses. Revisions to the documents to reflect the comments and responses will be incorporated in the next phase of the design process.

## 6.7 Deliverables

Each deliverable shall be provided as a draft for one round of City review and subsequently revised to address City comments. Deliverables shall be submitted as two hard-copies and one electronic-copy and shall include at a minimum the following:

- 75% Plan Set
- 75% Cost Estimate, including reconciliation and revisions/VE items accepted to achieve the project budget
- Final Right-of-Way drawings

- Comment log
- Summary of public and developer outreach and input
- Summary of MassDOT and MBTA input

## **7. 100% Design and PS&E Submission**

### **7.1 Bid Documents**

Advance the 75% plans and specifications to a final document set ready for public bidding. Incorporate any commissioning requirements for structures and systems as identified by the City's commissioning agent.

Submit a 100% draft of the contract documents for review and comment by the City and its agents. Incorporate any comments issued by the City and submit a final PS&E version of the construction documents for release for public bid. This final document set shall be stamped and signed by the design professional(s) responsible for its content.

### **7.2 Public and Developer Input**

Provide public updates on the status of the project by websites, media releases, and other forms of public announcement as directed by the City. Collect and submit to the City any comments received as a result of public outreach. Continue meetings with the developers of the properties adjacent to the Green Line and within the Inner Belt and Brickbottom neighborhoods to finalize project scope related to adjacent properties and buildings, and reflect those discussions in the completed contract document set.

### **7.3 Interface with MassDOT/MBTA**

Conduct meetings with the MBTA and MassDOT to finalize design of the project with respect to the requirements necessary to meet agency design standards and conditions of their facilities.

### **7.4 Permits**

Finalize all permitting activities required for construction of the project and incorporate any conditions of permit approvals into the contract documents.

### **7.5 Cost Estimate**

Prepare a final cost estimate for the project as an update to the 75% estimate reflecting any changes in scope to meet permit conditions, developer input, or MassDOT/MBTA requirements. If the updated estimate exceeds the project budget, identify potential revisions or VE actions to bring the project within budget and submit to the City for approval. Incorporate any accepted revisions or VE actions into the contract documents at no additional cost to the City.

### **7.6 Deliverables**

Two full-size hard-copies, four half-size copies, and one electronic-copy of the following deliverables shall be provided to the City. Each progress deliverable shall be followed by a written response to City review comments.

- 25% Plans, Specifications and Cost Estimate

- 75% Plans, Specifications and Cost Estimate
- 100% Plans, Specifications
- Stamped Bid Documents

## **8. Bid Support Phase**

### **8.1 Bidding Activities**

Provide support to the City and the Owner's Project Manager as follows:

- Coordinate with the City's Purchasing Department to finalize the City's contract documents.
- Provide one electronic copy of final bid documents and assist the City in obtaining bids for construction in connection with the project. The City will be responsible for mailing and tracking distribution of bid documents to prospective bidders.
- The City will develop the Advertisement for Bids and will pay advertising fees directly.
- Prepare for and attend the pre-bid and bid-opening meeting. Prepare agenda and minutes for each meeting.
- Address bidder questions during the bidding period. Prepare up to two (2) addenda prior to the bid opening date for issuance by the City.
- Consult with and advise City as to the acceptability of the prime contractor, subcontractors and other persons and organizations proposed by the contractor for those portions of the work as to which such acceptability is required by the bidding documents.
- Perform an evaluation of the responding bidders' unit pricing, qualifications and references and prepare a letter to the City with a recommendation for Contract Award.
- Review prospective bidder RFIs and recommend a response to the City.
- After selection of the contractor, prepare a Conformed Set of the contract documents integrating all addenda and responses to questions.

## **9. Construction Administration**

### **9.1 Construction Administration Services**

The City is not procuring Construction Administration Services from the selected design team as part of this RFQ. However, the City retains the option of contracting with the selected team for those services at a future date via an amendment to their contract, dependent on status of the prior phases of design and performance of the design team. A full scope of services will be developed at a future date.

## **Technical Approach Requirements**

### **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:

- Accessible pedestrian facilities design
- Integration of pedestrian facilities with transit facilities, particularly light rail
- Pedestrian bridge design, including architectural treatments of bridges
- Landscape design
- Utility relocation and design
- Understanding of MBTA design standards and requirements and direct experience in design of facilities adjacent to or crossing over MBTA rights of way
- Documentation of property acquisitions for easements or takings

The following disciplines must be represented in the Project Team: civil engineer; mechanical engineer, electrical engineer; plumbing engineer; structural engineer; roadway engineer; geotechnical engineer; architect; landscape architect; environmental expert; 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.

### 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; preference will be given to experience in Massachusetts or the northeastern United States.

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.

### Understanding & Methodology

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.

### Construction Phase Capacity

Construction phase services will not be included in the initial design contract, but may 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. The qualification package shall demonstrate that they have provided Resident Project Representative Services for 3 or more projects of similar scope and cost within the last 10 years in Massachusetts or the northeastern United States.

## Schedule

The qualification package must establish a design 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 and Alternatives Analysis shall be completed within 4 months
- Final Design shall be completed within 10 months after Preliminary Design and Alternatives Analysis

## Comparative Evaluation Criteria:

The Comparative Evaluation Criteria set forth in this section of the RFQ shall be used to evaluate responsible and responsive applicants. The Comparative Evaluation Criteria are:

- Factor 1: Technical and Management Approach – 30%
- Factor 2: Stakeholder Engagement – 20%
- Factor 3: Key Personnel – 30%
- Factor 4: Past Performance – 20%

All Applications 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. Applications 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 Applications if it determines that the criteria set forth have not been met.

Factor 1: Technical and Management Approach	
<b>Highly Advantageous</b>	The proposer's Plan demonstrates a comprehensive understanding of the SOW and a thorough attention to detail. The Plan is both effective and relevant to Somerville's specific needs.
<b>Advantageous</b>	The proposer's Plan demonstrates a moderate understanding of the SOW and modest attention to detail. The Plan is not optimally effective and lacks certain aspects of relevance to Somerville's specific needs.
<b>Not Advantageous</b>	The proposer's Plan lacks a comprehensive understanding of the SOW and a thorough attention to detail, and is not effective nor relevant to Somerville.

## Factor 2: Stakeholder Engagement

<b>Highly Advantageous</b>	The proposer demonstrates a thorough understanding of the scope and complexity of the stakeholder engagement process, including residents, abutters, developers and state agencies. The proposer's approach to undertaking the stakeholder engagement process is appropriate and comprehensive, and the personnel proposed to undertake this work have prior experience and success in performing these functions.
<b>Advantageous</b>	The proposer demonstrates a moderate understanding of the scope and complexity of the stakeholder engagement process and does not provide an approach that ensures successful outcomes from the process. The personnel proposed for this work are moderately experienced with organizing and leading public engagement processes or have not undertaken a process of a similar scale.
<b>Not Advantageous</b>	The proposer does not fully address the scope and complexity of the stakeholder engagement process or its significance in achieving a successful outcome to the project. The personnel proposed for this work are not experienced in similar public engagement processes of the magnitude of this project.

## Factor 3: Key Personnel

<b>Highly Advantageous</b>	<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. Experience with MBTA systems, procedures, and inter-departmental coordination with a working knowledge of appropriate design codes and MBTA standards,
<b>Advantageous</b>	<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.
<b>Not Advantageous</b>	<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 not any of the proposed staff.

## Factor 4: Past Performance

<b>Highly Advantageous</b>	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.
<b>Advantageous</b>	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.
<b>Not Advantageous</b>	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.

**Period of Performance**

The period of performance for this contract begins on or about 1/22/2025 and ends on or about 6/30/2027. 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.

## SECTION 3.0

### Architectural & Engineering Design Services for Green Line Crossing between Inner Belt and Brickbottom

#### PROPOSERS' CHECKLIST

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

#### Required with Application

- \_\_\_\_\_ Acknowledgement of Addenda (if applicable)
- \_\_\_\_\_ Application with the following headings:
  - 1. Cover Letter
  - 2. Summary of Qualifications & Experience
    - a. Project Team
    - b. Prior Experience
  - 3. Project Approach
    - a. Project Understanding
    - b. Project Approach:
      - i. Project Management
      - ii. Project Controls
      - iii. Design Alternatives and Final Design
      - iv. Public and Developer Engagement
      - v. Interface with MassDOT/MBTA
    - c. Bidding/Construction Administration Services
    - d. Project Closeout Services
- \_\_\_\_\_ Standard Designer Application Form for Municipalities and Public Agencies not within Designer Selection Board (DSB) Jurisdiction (Updated July 2016) (See Appendix A)
- \_\_\_\_\_ Somerville Living Wage Form
- \_\_\_\_\_ Certificate of Non-Collusion and Tax Compliance
- \_\_\_\_\_ Certificate of Signature Authority
- \_\_\_\_\_ Reference Form (or equivalent may be attached)
- \_\_\_\_\_ W9
- \_\_\_\_\_ Supplier Diversity Certification Form

#### Required with Contract, *Post Award*

- \_\_\_\_\_ Certificate of Good Standing (will be required of awarded Vendor; please furnish with Application if available)
- \_\_\_\_\_ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)
- \_\_\_\_\_ Truth in Negotiations Certificate
- \_\_\_\_\_ Statement of Management





**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 7/1/2024 “Living Wage” shall be deemed to be an hourly wage of no less than \$17.72 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

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\* Copies of the Ordinance are available upon request to the Procurement & Contracting Services Department.

Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

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

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

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

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

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Vendor)

**Title:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**INSTRUCTIONS: PLEASE POST**

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

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

The Living Wage as of **7/1/2024** is **\$17.72** per hour.

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:\_\_\_\_\_

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## **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: \_\_\_\_\_

**BID#/ Title:** \_\_\_\_\_

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:** \_\_\_\_\_



Form: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

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**DESIGNER'S TRUTH-IN-NEGOTIATIONS CERTIFICATE**  
**MASSACHUSETTS GENERAL LAWS, CH. 7C, S.51**

**CERTIFICATIONS**

The Designer hereby certifies and agrees to the following:

1. The Designer certifies that the wage rates and other costs, if any, used to support the Designer's compensation are accurate, complete, and current at the time of contracting; and
2. The Designer agrees that the Basic Fee, fees for Additional Services, and reimbursements for costs and expenses specified in this Contract as it may be modified from time to time may be adjusted within one year of completion of the Contract to exclude any significant amounts if the City of Somerville determines that the fee was increased by such amounts due to inaccurate, incomplete, or noncurrent wage rates or other costs.

**CERTIFIED BY:**

**Signature:** \_\_\_\_\_  
(Duly Authorized Representative of Designer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name of Vendor:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATEMENT OF MANAGEMENT**  
**For Contracts over \$100,000**

In accordance with M.G.L. Chapter 30, Section 39R, the undersigned successful bidder states that its system of internal accounting controls and that of its subsidiaries reasonably assure (1) that transactions are executed in accordance with management's general and specific authorization; (2) that transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles, and to maintain accountability for assets; (3) that access to assets is permitted only in accordance with management's general or specific authorization, and (4) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

On behalf of \_\_\_\_\_  
(Name of Successful Bidder)

\_\_\_\_\_  
(Address and telephone of Successful Bidder)

\_\_\_\_\_  
(Name and title of person signing statement)

By: \_\_\_\_\_  
(Signature)

**CERTIFIED PUBLIC ACCOUNTANT STATEMENT**

In accordance with M.G.L. 30, Section 39R I, \_\_\_\_\_  
a certified public accountant, state that I have examined the above Statement of Management on internal accounting controls, and that in my opinion (1) the representations of management are consistent with the result of management's evaluation of the system of internal accounting controls; and (2) that 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 above referenced successful bidder's financial statements.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Business name, address and telephone number)

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
<b>7</b> 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>	
<div></div>	<div></div>
<b>or</b>	
<b>Employer identification number</b>	
<div></div>	<div></div>

**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.

<b>Sign Here</b>	Signature of U.S. person	Date
------------------	--------------------------	------

**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](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

**Caution:** If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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 their 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 their 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 24% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include, but are not limited to, 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, as described in item 4 under “*By signing the filled-out form*” 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	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 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup> See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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](http://www.SSA.gov). You may also get this form by calling 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/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://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](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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 <sup>1</sup>
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 <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional 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 <sup>4</sup>
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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> 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.)

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

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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](mailto: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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Go to [www.irs.gov/IdentityTheft](http://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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. 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 DESIGN CONTRACTS:**

Prior to commencing performance of any work or supplying materials or equipment covered by these specifications, the Contractor/ Design Professional and its structural, mechanical, and electrical engineering consultants shall furnish to the Office of the Chief Procurement Officer a Certificate of Insurance evidencing the following:

- A.** 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
- B.** 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;
- C.** 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 **Contractor/Design Professional's** services in relation to the Project.
- D.** Workers' Compensation insurance- co-called "statutory coverage" in compliance with Massachusetts law;
- E.** 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);
- F.** 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;

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

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

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

**CERTIFICATE HOLDER**

CERTIFICATES SHOULD BE MADE OUT TO:

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

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

## **APPENDIX A**

### **Standard Designer Application Form for Municipalities and Public Agencies not within Designer Selection Board (DSB) Jurisdiction (Updated July 2016)**

<b>Commonwealth of Massachusetts</b>  <b>Standard Designer Application</b> <b>Form for Municipalities and Public</b> <b>Agencies not within DSB</b> <b>Jurisdiction (Updated July 2016)</b>	1. Project Name/Location For Which Firm Is Filing:		2. Project #																																																																																																	
			This space for use by Awarding Authority only.																																																																																																	
3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:		3. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)																																																																																																		
3b. Date Present and Predecessor Firms Were Established:		3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:																																																																																																		
3c. Federal ID #:		3g. Name and Address Of Parent Company, If Any:																																																																																																		
3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):   <div style="display: flex; justify-content: space-between;"> <span>Email Address:</span> <span>Telephone No:</span> <span>Fax No.:</span> </div>		3. Check Below If Your Firm Is Either: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div>           (1) SDO Certified Minority Business Enterprise (MBE)            (2) SDO Certified Woman Business Enterprise (WBE)            (3) SDO Certified Minority Woman Business Enterprise (M/WBE)            (4) SDO Certified Service Disabled Veteran Owned Business Enterprise (SDVOBE)            (5) SDO Certified Veteran Owned Business Enterprise (VBE)         </div> <div style="text-align: right;"> <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/>  <input type="checkbox"/> </div> </div>																																																																																																		
4. <b>Personnel From Prime Firm Included In Question #3a Above</b> By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):																																																																																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Admin. Personnel</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">( _____ )</td> <td style="width: 20%;">Ecologists</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">( _____ )</td> <td style="width: 20%;">Licensed Site Profs.</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">( _____ )</td> <td style="width: 10%;">Other</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">( _____ )</td> </tr> <tr> <td>Architects</td> <td>_____</td> <td>( _____ )</td> <td>Electrical Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Mechanical Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Acoustical Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Environmental</td> <td>_____</td> <td>( _____ )</td> <td>Planners: Urban./Reg.</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Civil Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Fire Protection</td> <td>_____</td> <td>( _____ )</td> <td>Specification Writers</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Code Specialists</td> <td>_____</td> <td>( _____ )</td> <td>Geotech. Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>Structural Engrs.</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Construction Inspectors</td> <td>_____</td> <td>( _____ )</td> <td>Industrial</td> <td>_____</td> <td>( _____ )</td> <td>Surveyors</td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Cost Estimators</td> <td>_____</td> <td>( _____ )</td> <td>Interior Designers</td> <td>_____</td> <td>( _____ )</td> <td></td> <td>_____</td> <td>( _____ )</td> <td>_____</td> <td>_____</td> <td>( _____ )</td> </tr> <tr> <td>Drafters</td> <td>_____</td> <td>( _____ )</td> <td>Landscape</td> <td>_____</td> <td>( _____ )</td> <td></td> <td>_____</td> <td>( _____ )</td> <td>Total</td> <td>_____</td> <td>( _____ )</td> </tr> </table>					Admin. Personnel	_____	( _____ )	Ecologists	_____	( _____ )	Licensed Site Profs.	_____	( _____ )	Other	_____	( _____ )	Architects	_____	( _____ )	Electrical Engrs.	_____	( _____ )	Mechanical Engrs.	_____	( _____ )	_____	_____	( _____ )	Acoustical Engrs.	_____	( _____ )	Environmental	_____	( _____ )	Planners: Urban./Reg.	_____	( _____ )	_____	_____	( _____ )	Civil Engrs.	_____	( _____ )	Fire Protection	_____	( _____ )	Specification Writers	_____	( _____ )	_____	_____	( _____ )	Code Specialists	_____	( _____ )	Geotech. Engrs.	_____	( _____ )	Structural Engrs.	_____	( _____ )	_____	_____	( _____ )	Construction Inspectors	_____	( _____ )	Industrial	_____	( _____ )	Surveyors	_____	( _____ )	_____	_____	( _____ )	Cost Estimators	_____	( _____ )	Interior Designers	_____	( _____ )		_____	( _____ )	_____	_____	( _____ )	Drafters	_____	( _____ )	Landscape	_____	( _____ )		_____	( _____ )	Total	_____	( _____ )
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Drafters	_____	( _____ )	Landscape	_____	( _____ )		_____	( _____ )	Total	_____	( _____ )																																																																																									
5. Has this Joint-Venture previously worked together? <div style="display: flex; justify-content: flex-end; gap: 20px;"> <input type="checkbox"/> Yes           <input type="checkbox"/> No         </div>																																																																																																				

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

**CITY / TOWN / AGENCY**

**Prime Consultant**  
Principal-In-Charge

**Project Manager for Study**

**Project Manager for Design**

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

**Discipline**  
(from advertisement)

Name Of Firm  
Person In Charge Of Discipline  
Mass. Registr. #  
MBE/WBE Certified (If  
Applicable)

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

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



8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:					
a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

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

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

10.	Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. <b><u>APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.</u></b>																																
<b>Be Specific – No Boiler Plate</b>																																	
11.	Professional Liability Insurance:  <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Name of Company</td> <td style="width: 30%;">Aggregate Amount</td> <td style="width: 30%;">Policy Number</td> <td style="width: 10%;">Expiration Date</td> </tr> </table>	Name of Company	Aggregate Amount	Policy Number	Expiration Date																												
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12.	Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer <b>YES</b> or <b>NO</b> . If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).																																
13.	Name Of Sole Proprietor Or Names Of All Firm Partners and Officers: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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b.				e.																													
c.				f.																													
14.	If Corporation, Provide Names Of All Members Of The Board Of Directors: <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name</td> <td style="width: 15%;">Title</td> <td style="width: 15%;">MA Reg #</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline	a.				d.				b.				e.				c.				f.			
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b.				e.																													
c.				f.																													
15.	Names Of All Owners (Stocks Or Other Ownership): <table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> <td style="width: 15%;">Name And Title</td> <td style="width: 15%;">% Ownership</td> <td style="width: 15%;">MA. Reg.#</td> <td style="width: 15%;">Status/Discipline</td> </tr> <tr> <td>a.</td> <td></td> <td></td> <td></td> <td>d.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>b.</td> <td></td> <td></td> <td></td> <td>e.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>c.</td> <td></td> <td></td> <td></td> <td>f.</td> <td></td> <td></td> <td></td> </tr> </table>	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline	a.				d.				b.				e.				c.				f.			
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a.				d.																													
b.				e.																													
c.				f.																													
16.	I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.  <table style="width: 100%; border: none;"> <tr> <td style="width: 45%;">Submitted by (Signature) _____</td> <td style="width: 45%;">Printed Name and Title _____</td> <td style="width: 10%;">Date _____</td> </tr> </table>	Submitted by (Signature) _____	Printed Name and Title _____	Date _____																													
Submitted by (Signature) _____	Printed Name and Title _____	Date _____																															

**APPENDIX B**  
**City of Somerville's Sample Design Services**  
**Contract for Public Construction Projects**



## Agreement for Designer Services Between the City of Somerville and the Design Professional

**CONTRACT NAME: #####**

This Contract, numbered \_\_\_\_\_, is made by and between the City of Somerville, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, with an address of 93 Highland Avenue, Somerville, Massachusetts, acting by and through its Purchasing Department ("City") and the Vendor, defined as follows, ("Vendor" or "Design Professional"):

**Vendor Name:**

**Vendor Address:**

**Vendor Contact  
Name, Email,  
& Tel./Fax #:**

**Design Professional Type:**

**Contract Amount:**

**Purchase Order #:**

**Contract Term:**

##/##/## through ##/##/##

**Term:**

The term of this Contract shall commence on ##/##/##

and shall end on ##/##/## ("Term").

**Procurement Type:**

Procurement Type:

**Contracting Department:**

**Pick Dept.**

**Project  
Manager:**

**Vendor  
Certifications:**

Under the pains and penalties of perjury, the Vendor agrees to perform this Contract and provide the Goods and/or Services in accordance with the City of Somerville's Designer Services Contract General Conditions, and Supplemental Conditions if they apply, as set forth within the attached hereto, made part hereof.

☐ Supplemental Conditions apply if checked

Vendor is in full compliance with all laws of the Commonwealth of Massachusetts relating to taxes and to contributions and payments in lieu of taxes. The 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.

TIN: The Vendor certifies that its accurate federal tax identification number as reported to the IRS is:

#####

This Contract has been duly executed and delivered on behalf of the Vendor by its:

Officer (President, Vice President, Treasurer, Secretary) General Partner, Trustee,

other: \_\_\_\_\_; in full compliance with the authority granted by its organizational documents and its votes or resolutions, which authority has not been amended, modified, or rescinded as of the date hereof.

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SAMPLE CONTRACT

**Appendix C: Forms (Check if Applicable; If Unchecked, Not Applicable)**

- |   |   |
|---|---|
| <input type="checkbox"/> <b>Certificate of Authority</b><br><input type="checkbox"/> <b>Evidence of Insurance</b><br><input type="checkbox"/> <b>Somerville Living Wage</b><br><input type="checkbox"/> <b>Statement of Management</b><br><input type="checkbox"/> <b>Bid Package Documents</b> | <input type="checkbox"/> <b>List of Key Personnel</b><br><input type="checkbox"/> <b>Vulnerable Road Users Ordinance</b><br><input type="checkbox"/> <b>Certificate of Good Standing</b><br><input type="checkbox"/> <b>Standard Designer Application Form</b><br><input type="checkbox"/> <b>Campaign Contribution Disclosure Form</b> |
| <input type="checkbox"/> <b>Mass. Professional Registration Numbers</b>   |   |

IN WITNESS WHEREOF, the City and the Vendor have executed this Contract as a sealed instrument on

this, the      Pick Day    day of      Pick Month      Pick Year

**VENDOR**

X <b>Vendor Signature (Duly Authorized):</b>	Date Signed:  Print Title:  Print Name:
---	---

**CITY**

**City Auditor's Encumbrance Statement**

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

X <b>Edward Bean, City Auditor</b>	X <b>Joseph A. Curtatone, Mayor</b>
X <b>Angela M. Allen, Purchasing Director</b>	X <b>Approved as to form:</b> <b>Francis X. Wright, Jr., City Solicitor</b>
X <b>Pick a Dept. Head</b>	

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SAMPLE CONTRACT



**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;

**14.1.4.4**the 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 A**  
*Scope of Work*

SAMPLE CONTRACT

**Appendix B**  
*Cost Details*

- ☐ **Service rate(s): Per Details Below**
- ☐ **Supply rate(s): Per Details Below**
- ☐ **Payment upon completion of deliverables: Per Details Below**
- ☐ **Fixed fee: Per Details Below**
- ☐ **Other: Per Details Below**

The Vendor shall periodically submit invoices to the City, for which compensation is due under this Contract and requesting payment for goods received or services rendered by the Vendor during the period covered by the invoice. The invoice must agree to the rates/payment schedule as indicated in this contract and must include the applicable Purchase Order number. The invoice shall include the following information: vendor name, vendor remit address, invoice date, invoice number, itemized listing of goods, services, labor, and expenses and indicating the total amount due.

SAMPLE CONTRACT

**Appendix C**  
*Forms*

SAMPLE CONTRACT