

**SOLICITATION FOR:**

**RFQ # 18-07**  
**Landscape Design Services for Prospect Hill Park**



**CITY OF SOMERVILLE, MASSACHUSETTS**

**RELEASE DATE:** 8/9/2017  
**QUESTIONS DUE:** 8/16/2017 by 4PM EST  
**DUE DATE AND TIME:** 8/25/2017 by 11AM EST

Anticipated Contract Award(s)	9/15/2017
Est. Contract Commencement Date	8/15/2017
Est. Contract Completion Date	12/31/2019

**DELIVER TO:**  
**City of Somerville**  
**Purchasing Department**  
**Attn:** Michael Richards  
Asst. Purchasing Director  
mrichards@somervillema.gov  
**93 Highland Avenue**  
**Somerville, MA 02143**

**CITY OF SOMERVILLE, MASSACHUSETTS**  
**Enclosed You Will Find a Request for Qualifications For:**  
**RFQ # 18-07 Landscape Design Services for Prospect Hill Park**

**SECTION 1.0**  
**GENERAL INFORMATION ON RFQ**

**1.1 General Instructions**

Copies of the solicitation may be obtained from the Purchasing Department on and after 8/9/2017 per the below-noted City Hall hours of operation.
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The City plans to make improvements to Prospect Hill Park, an existing passive recreation area in a local historic district located adjacent to the Prospect Hill Memorial Flag Tower and Observatory at the corner of Munroe Street and Prospect Hill Parkway, above Union Square. The scope of this project is to work with the Somerville Historic Preservation Commission and the neighboring community to evaluate the existing park site with respect to historic preservation, community needs, ADA compliance, and sustainability within the City's open space and recreation framework with the goal of rehabilitating the existing park.

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:
Purchasing Department City of Somerville 93 Highland Avenue Somerville, MA 02143
<i>It is the sole responsibility of the Offeror to ensure that the RFQ arrives on time at the designated place. Late RFQs will not be considered and will be rejected and returned.</i>
RFQ Format:
Submit one (1) sealed RFQ package; it must be marked with the solicitation title and number and must be original. A digital copy of the entire RFQ must also be submitted.
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 RFQs must include all forms listed in the Offerors Checklist (and all documents included or referenced in <b>Sections 2.0 - 3.0</b> ). <b>If all required documents are not present, the RFQ may be deemed non-responsive and may result in disqualification of the RFQ unless the City determines that such failure(s) constitute(s) a minor informality, as defined in Chapter MGL 30B.</b>
The Offeror's authorized official(s) must sign all required RFQ 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.

## 1.2 RFQ Schedule

Key dates for this Request for Qualifications:	
RFQ Issued	8/9/2017
Deadline for Submitting Questions to RFQ	8/16/2017 by 4PM <b>EST</b>
RFQs Due	8/25/2017 <b>by 11AM EST</b>
Anticipated Contract Award	9/15/2017
Est. Contract Commencement Date	8/15/2017
Est. Contract Completion Date	12/31/2019

<b>Responses must be delivered by 8/25/2017 by 11AM EST to:</b>	City of Somerville Purchasing Department Attn: Michael Richards 93 Highland Avenue Somerville, MA 02143
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## 1.3 Submission Instructions

Please submit *one sealed RFQ package* with the following contents and marked in the following manner:

Contents of Sealed RFQ Package	Marked As
Shall Include (1) original and one (1) copy, and one (1) electronic copy. [Electronic copies are to be submitted on CD-ROM or thumb drives and are to be saved in Adobe Acrobat format. ("Read only" files are acceptable.)]	<b>To Be Marked:</b> RFQ # 18-07 Landscape Design Services for Prospect Hill Park
<b>Please send the complete sealed package to the attention of :</b>	Michael Richards Asst. Purchasing Director Purchasing Department Somerville City Hall 93 Highland Avenue Somerville, MA 02143

## RFQ Format

Responses must be submitted in accordance with the requirements set forth in this solicitation. Results of the RFQ review process will be utilized to establish a preliminary ranking of the Offerors. All information in the RFQ should be organized and presented as directed below. Your RFQ response should contain all forms outlined in the Offerors 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.* All RFQs will be capable of lying flat when opened. The cover and spine of each binder will clearly identify the Offeror's name, solicitation number, formal solicitation title and copy number, (e.g., "Original", "copy 2 of 3"). All binders will allow for easy removal and replacement of pages.

## 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 has been conducted on historic sites with designs that include interpretive elements, and that demonstrate the integration of an historic landscape design with efficient modern features that achieve sustainability that the Offeror has undertaken in the past. A discussion of the challenges faced and solutions developed are highly recommended. The Offeror may include any additional literature and product brochures. The following pieces must be included in the sealed RFQ:

- **Letter of Introduction** – Signed by a principal in the firm serving as the lead applicant on the application. The applicant must certify in the Letter of Introduction.
- **Summary of Qualifications** – Include the firm’s organizational capacity and strengths. List at least four (4) relevant projects with a brief description of the challenges, strategies and measures incorporated on each job and include a client reference for each. These projects should be similar to the types of projects listed in Section 2.0. Include information on the variance between the firm’s construction cost estimates and actual bid pricing.
- **Design Approach** – Discuss how you envision the challenges and opportunities presented by the types of projects listed in Section 2.0 and how you might meet them to ensure a successful outcome. The City highly encourages respondents to use this opportunity to elaborate on their thinking and experience with respect to its experience managing similar projects and to highlight those aspects of their qualifications that make them the most attractive design team.
- **Design Team** – Identify the players of the team (including illustrative sub-consultants) for the following types of categories of work: Licensed Site Professional (LSP); Lighting Consultants; Civil and/or structural engineer; ; Specialty natural turf grass consultants. If applicable, state the firm’s name and any proposed individuals’ names. Include a summary of each team member’s experience, role on the team for this project, and approximate percentage of time allocated to this project. A resume or CV of each proposed team member shall be included in the respondent’s submission.
- **Bidding and Construction Administration Approach** – Explain how the firm approaches Construction Bidding and Construction Administration.
- **Project Closeout Services** – Discuss respondent’s approach to project closeout services. The City’s expectations are that designers will manage the following types of components: all inspections, punch list inspection and follow-up; final inspection and certification; coordination of warranties; O&M documentation and training; plant maintenance guides, and the coordination and delivery of as-built record drawings.

## 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: 8/16/2017 by 4PM EST**

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

Michael Richards  
Asst. Purchasing Director  
Somerville City Hall  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

**Or emailed to:**  
mrichards@somervillema.gov

**Or faxed to:**

617-625-1344

Answers will be sent via an addendum to all Offerors who have registered as RFQ holders. Offerors are encouraged to contact the Purchasing Department to register as a 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 Bid portal on the City's website for any updates, addenda, etc. regarding that specific solicitation. The web address is: <http://www.somervillema.gov/departments/finance/purchasing/bids>.

**If any Offeror contacts City personnel outside of the Purchasing Department regarding this RFQ, that Offeror will be disqualified immediately.**

## 1.5 General Terms

### Estimated Quantities

The City of Somerville has provided estimated quantities, which will be ordered/purchased over the course of the contract period. These estimates are estimates only and not guaranteed.

### RFQ 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).

### RFQ Acceptance and City Contract Requirements

If the Offeror is awarded a contract, they will be required to sign a standard City contract per the City's general terms included herein as Appendix A.

### Holidays are as follows:

New Year's Day	Martin Luther King Day	Presidents' Day	Patriots' Day
Memorial Day	Bunker Hill Day	Independence Day	Labor Day
Columbus 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 RFQ opening, the Purchasing Department is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the RFQ due date will be postponed until 2:00 p.m. on the next normal business day. RFQs 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 Offerors on record as having picked up the solicitation will be alerted via email as to the posting of all addenda. The City will also post addenda on its website (<http://www.somervillema.gov/departments/finance/purchasing/bids>). No changes may be made to the solicitation documents by the Offerors without written authorization and/or an addendum from the Purchasing Department.

### **Modification or Withdrawal of RFQs, Mistakes, and Minor Informalities**

An Offeror may correct, modify, or withdraw a RFQ by written notice received by the City of Somerville prior to the time and date set for the RFQ opening. RFQ 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 RFQ opening, an Offeror may not change any provision of the RFQ in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the Offeror will be allowed to correct them. If a mistake and the intended RFQ are clearly evident on the face of the RFQ document, the mistake will be corrected to reflect the intended correct RFQ, and the Offeror will be notified in writing; the Offeror may not withdraw the RFQ. A Offeror may withdraw a RFQ if a mistake is clearly evident on the face of the RFQ document, but the intended correct RFQ is not similarly evident.

### **Right to Cancel/Reject RFQs**

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

### **Unbalanced RFQs**

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

### **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 City may request additional information from the Offerors to ensure that the Offeror has the necessary resources to perform the required services. Respondents will be evaluated for the project based on their qualifications. A short list of respondents will then be invited to City Hall for an interview with the Evaluation Committee, during which they will present very initial design concepts, project teams, project timelines, etc. (The Mayor may, at the Mayor's sole discretion, also elect to interview the applicants on the short list.) The short listed firms will in turn be evaluated based on their interviews and presentations. The City will enter into contract negotiations with the most responsive and responsible Offeror whose RFQ and interview are deemed to have been the most highly advantageous. The City reserves the right to reject any and all RFQs if it determines that the criteria set forth have not been met.

### **Fee Negotiations**

The City shall request a fee proposal from the most highly ranked Offeror and begin contract negotiations. If the City is unable to negotiate a satisfactory fee with the first-ranked designer, negotiations shall be terminated and undertaken with the remaining designers, one at a time, in order in which they were ranked by the Committee until agreement is reached. If the City is unable to negotiate a satisfactory fee with any of the finalists, the Mayor shall recommend that the Committee select additional finalists from the original pool of applicants or re-advertise the RFQ.

Once successful negotiations have concluded (for a not-to-exceed fee), the City will prepare the contract and submit it to the successful applicant for signature. Upon receipt of the executed contract and all other required documents from the designer, Purchasing will have the contract signed by the appropriate City officials. This award will result in the issuance of a purchase order to be delivered with a fully executed contract to the designer. Unless otherwise stated, the issuance of the purchase order and fully executed contract is tantamount to a Notice to Proceed, at which time the successful applicant will be expected to begin work under the contract.

**RFQ # 18-07**  
**SECTION 2.0**  
**RULE FOR AWARD/ SCOPE OF SERVICES**

**Rule For Award**

One contract will be awarded to the responsible and responsive Offeror submitting the most advantageous RFQ, based on the evaluation procedures and fee negotiations described above.

**1.0 Summary**

The Consultant will need to provide a full range of landscape architectural services, all related services from sub-consultants. A full design process and stamped set of construction documents will be completed and bid for construction in February 2018, with an anticipated start date of July 1, 2018.

The design process has four main components:

- 1) Site Analysis and Schematic Design
- 2) Design Development and Construction Documents
- 3) Bid and Negotiation
- 4) Construction Administration

Site Analysis involves qualitative and quantitative data gathering from the site, City representatives and commissions, the historical record, as well as solicitation and recording of public input, analysis and presentation of this data to the City and residents. Schematic Design will draw upon Site Analysis to present (a maximum of three) design schemes and their cost estimates for community feedback and further refinement. Design Development and Construction Documents will build out the selected Schematic Design to 100% construction drawings and construction cost estimate. Bid and Negotiation consists of working with the City to review and respond to bidder's request for information, until the construction contract is awarded. In the final phase, Construction Administration, the Consultant will act in the capacity of an agent of the City, overseeing construction to ensure conformity to construction drawings, specifications, and standards in collaboration with the City's Project Manager.

**2.0 Project Vision**

Prospect Hill Park is the site of important local and national historic events and is a local historic district, over which the Somerville Historic Preservation Commission has final approval of all landscape plans with additional review by the Massachusetts Historic Commission. Landscape plans will need to be created in collaboration with the Somerville Historic Preservation Commission and the Massachusetts Historic Commission. The completed design will include: interpretive elements that reveal the place's history in a thoughtful and quiet way (both on site and potentially in Union Square); effective circulation; increased accessibility to the park, with particular attention paid to ADA compliance in areas of steep slopes; collaboration with the City's traffic calming program lead and any of their consultants; low maintenance, sustainable plantings that consider both native palettes as well plants adapted for climate change, including the restoration of lawns with sustainable maintenance practices, energy efficient and site appropriate lighting; and, a landscape that highlights the tower and place in a harmonious and historically appropriate way. The winning firm should be prepared to curate views by addressing tree canopy in the park and surrounding slopes. The goal of the project is to reveal the site's history in a beautiful space that allows for passive recreation in one of Somerville's most important parks.

**3.0 Project Site**

Prospect Hill Park is a 1.6 acre passive park bounded by Munroe Street and Prospect Hill Parkway. Across the parkway is the Corbett-McKenna Playground (not included in this scope) which includes play elements, an

overlook and basketball court. Prospect Hill was the location of an important citadel, communication point and encampment during the American Revolution and the Battle of Bunker Hill. The first American flag, the Grand Union flag, was raised on Prospect Hill on January 1, 1776. This event is commemorated each New Year's day during the First Flag celebration. Prospect Hill was also the camp site during the Civil War for Massachusetts recruits to the Union Army. In the late 1800's the hill was shortened to fill the contaminated Miller's River. The park was established and the tower built in 1903 by the Union Square Women's Association. The City of Somerville and the Public Archaeology Laboratory completed an archeological reconnaissance survey of the park in April 2017 to determine if it contained any archeologically sensitive areas. Due to the slope of the hill and historic soil disturbance, there is low archeological sensitivity for Native American, Revolutionary War, or Civil War artifacts. There is moderate sensitivity for locating the foundation of the two homes that were present on the hill before the land was turned into a park, but no further study is warranted. See attached report for further details.

The Somerville Historic Preservation Commission (HPC) has authority over any changes made at Prospect Hill Park and therefore has final approval over the design.

The design budget for Prospect Hill Park is \$75,000 including all costs and contingencies. The construction budget for the park has not been fully determined.

#### **4.0 Public Process**

The public process will consist of a minimum of six public meetings but may require up to, but no more than, eight meetings, including two public hearings with the Somerville Historic Preservation Commission. Public meetings will be advertised by the Project Manager and typically include a large group of stakeholders, including Somerville residents, business owners, community groups, abutters, and Aldermen.

#### **5.0 Tasks & Schedule**

##### **5.1 Site Analysis and Schematic Design**

Site analysis will include the following tasks:

- Research and review records pertaining to the history, design, environmental health, and unique attributes of the site.
- Thoroughly review 2017 PAL archaeology survey to understand the history of the site. No further archaeology study will be necessary, though the results of the PAL survey need to be factored into the design.
- Conduct site visits to review and record site context, existing conditions, topography, drainage, plant materials, and any unique site features.
- Create a base plan for design purposes based on a provided survey, site visits, and City records.

Schematic design will include the following tasks:

- Prepare distinct schematic designs showing layout, materials, plantings, and site amenities for City and public feedback.
- Review schematic designs with Project Manager and other stakeholders and incorporate revisions prior to the second public meeting.
- Prepare cost estimates for all schematic design alternatives.
- Present schematic designs to the public.
- Record public comments.
- Discuss the schematic design alternatives with City representatives, prepare graphics and design overview to be posted on the City website.

##### **5.2 Design Development and Construction Documents**

Design Development and Construction Documents will include the following tasks:

- Develop, based on community meetings and through an iterative process with the PM, a preferred final design based on City and public feedback, including custom and standard amenities, plantings and site features.
- Review the final design with PM and other City officials and incorporate revisions.
- Present final design to the public.
- Record public comments.
- Revise design as needed to obtain a final design that will be put into CD's.
- Coordinate with sub-consultants, as needed, to develop utility, tree trimming and removal, lighting, and irrigation plans and specs, as well as add/alternates in accordance with City standards and maintenance capabilities.
- Prepare detailed Cost Estimates to use in the Bid and Negotiation phase.
- Prepare and submit 100% Construction Documents for Invitation to Bid (IFB) release.

### **5.3 Bid and Negotiation**

Bid and Negotiation will include the following tasks:

- Attend pre-bid conference to answer questions from potential bidders relating to the proposed site work.
- Assist City of Somerville Purchasing Department in issuing any needed addenda and respond to the bidder's questions as clarification as needed for the landscape design.
- Revise bid documents, if needed, to incorporate amendments and clarifications issued during Bidding and Negotiation phase and submit to the City of Somerville.

### **5.4 Construction Administration**

Construction Administration will include the following tasks for the park:

- Schedule 2 hours/day, 3 days/week throughout construction period for site inspections and associated tasks.
- Address design coordination between the City, general contractor and design sub-consultants during the construction period.
- Answer questions from general contractor and update changes to the construction drawings and specifications as needed.
- Work with Project Manager to answer questions from general contractor and update changes to the construction drawings and specifications as needed.
- Review and record all product submittals, invoices, and change order requests with City.
- Record all meeting minutes and field notes.

## **6.0 Products**

### **6.1 Site Analysis and Schematic Design**

Site analysis and schematic design will include the following products:

- Topographical survey, provided by the City.
- Existing conditions, site context and other plans as necessary.
- Presentations with site analysis at multiple scales. Presentation should incorporate information from City public records and archives, public comment, and the greater physical and cultural site context.
- Distinct schematic design alternatives. Schematic design must be presented in illustrative plan. Models, perspective drawings and other representation strategies are encouraged.
- Preliminary cost estimate for each schematic design alternative.
- Presentations and display boards showing design alternatives as needed. Consultant must be prepared to answer detailed questions on layout, circulation, materials, program, and planting

recommendations for each schematic design.

## 6.2 Design Development and Construction Documents

Design development and construction documents will include the following products:

- If and when applicable, documentation relating to playground equipment, including any response to CPSI reports or maintenance of play equipment.
- Author 75% and 100% construction documents for review and acceptance from the City.
- 100% construction set must include the following: Existing Conditions Plan, Site Demolition and Preparation Plan, Layout and Materials Plan, Grading Plan, Planting Plan, Plan Enlargements (as needed, to depict special areas of site improvements), Site Details (scaled as required to depict design elements and anticipated construction techniques), Utility and Drainage Plan, Irrigation Plan, Lighting Plan, Site Specifications.

## 6.3 Bid and Negotiation

Bid and Negotiation will include the following products:

- Addenda or response to bid questions as needed to provide clarification in the construction bid process.
- Revision of bid documents to incorporate amendments and clarifications issued during the Bidding and Negotiation phase.

## 6.4 Construction Administration

Construction Administration will include the following products:

- Update construction drawings and specifications as needed.
- Review and record all change orders and submittals with City and maintain current file.
- Write and submit on a weekly basis all meeting minutes and field notes from site visits.
- Working with the construction vendor and subcontractors, complete a set of As-Built project drawings, which include all design and in-field changes in both printed and electronic format to the City to be delivered upon completion of project construction.
- If and when applicable, any documentation relating to playground design or structures.
- A Plant and Tree maintenance manual, worksheet and calendar (per Project Manager's direction) recording how plant material should be cared for.

## Comparative Evaluation Criteria

The Comparative Evaluation Criteria set forth in this section of the RFQ shall be used to evaluate responsible and responsive RFQs. See Section 1.6 for the evaluation methodology for this RFQ. The Comparative Evaluation Criteria are:

Factor 1: Technical and Management Approach	
<b>Highly Advantageous</b>	The Offeror's Qualifications demonstrate a comprehensive understanding of the types of projects listed in the scope of services and a thorough attention to detail. The Offeror's Qualifications demonstrate that they have exhibited past projects that are both cost effective and relevant to Somerville's specific needs.
<b>Advantageous</b>	The Offeror's Qualifications demonstrate a moderate understanding of the types of projects listed in the scope of services and modest attention to detail. The Offeror's Qualifications demonstrate that their past projects have not been optimally cost effective and lack certain aspects of relevance to Somerville's needs.

<b>Not Advantageous</b>	The Offeror's Qualifications lacks a comprehensive understanding of the types of projects listed in the scope of services and a thorough attention to detail. The Offeror's Qualifications demonstrate that their past projects have not been cost effective or relevant to Somerville.
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## Factor 2: Key Personnel

<b>Highly Advantageous</b>	<u>All</u> of the personnel identified by the Offeror are proven to possess a <u>very high level</u> of landscape design and construction administration experience and performance. Resumes are included in the RFQ 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.
<b>Advantageous</b>	<u>All</u> of the personnel identified by the Offeror are proven to possess a <u>high level</u> of landscape design and construction administration experience and performance. Resumes are included in the RFQ 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 Offeror are proven to possess an <u>adequate level</u> of landscape design and construction administration experience. Resumes are not included not any of the proposed staff.

## Factor 3: Past Performance

<b>Highly Advantageous</b>	The RFQ demonstrates the Offeror's efficient and effective design and management of five or more projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.
<b>Advantageous</b>	The RFQ demonstrates the Offeror's efficient and effective design and management of three or four park projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.
<b>Not Advantageous</b>	The RFQ demonstrates the Offeror's efficient and effective design and management of less than three park projects of similar size and scope in settings similar to Somerville and to the types of projects listed in the scope of services.

### Period of Performance

The period of performance for this contract begins on or about 8/15/2017 and ends on or about 12/31/2019. 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**

**Landscape Design Services for Prospect Hill Park  
OFFERORS' CHECKLIST**

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

**Required with Sealed RFQs**

- ☐ Introduction Letter
- ☐ Acknowledgement of Addenda (if applicable and non-price related)
- ☐ Quality Requirements Form
- ☐ Somerville Living Wage Form
- ☐ Certificate of Non-Collusion and Tax Compliance
- ☐ Certificate of Signature Authority
- ☐ Reference Form (or equivalent may be attached)
- ☐ W9

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

- ☐ Certificate of Good Standing (will be required of awarded Vendor; please furnish with RFQ if available)
- ☐ Insurance Specifications (will be required of awarded Vendor; furnish sample certificate with bid, if possible)

# Quality Requirements Form

## RFQ 18-07 Prospect Hill Park Landscape Design

QUALITY REQUIREMENTS		YES	NO
1.	Is the Proposer capable of providing the Landscape Architectural Services, as described in the project summary?		
2.	Has the Proposer five (5) or more years of experience in providing similar services to other communities?		
3.	Are you able to provide the Site Analysis and Schematic Designs as requested in the specifications?		
4.	Are you able to provide the Design Development and Construction Documents as requested in the specifications?		
5.	Are you able to provide the construction administration as requested in the specifications?		
6.	Have you supplied photographs and/or renderings of other landscape design services provided to other communities?		
7.	Have you provided at least three references, including names, addresses and phone numbers, to which the proposer has provided the Landscape Architectural Services to other communities?		
8.	Does the Proposer have a licensed landscape architect registered in the state of Massachusetts on staff?		
9.	Optional: Are you a Mass. Supplier Diversity Office MBE/WBE certified minority or woman owned business?		

In order to provide verification of affirmative responses to items 1-8 under the quality requirements listed in the Quality Requirements Form, proposers must submit written information that details the general background, experience, and qualifications of the organization. Subcontractors, if applicable, must be also included.



**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 7/1/2017 “Living Wage” shall be deemed to be an hourly wage of no less than \$12.49 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 Purchasing 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 7/1/2017 is **\$12.49** per hour. The only employees who are not covered by the Living Wage Ordinance are individuals in a Youth Program. "Youth Program" as defined in the Ordinance, "means any city, state or federally funded program which employs youth, as defined by city, state or federal guidelines, during the summer, or as part of a school to work program, or in any other related seasonal or part-time program."

For assistance and information regarding the protections and obligations provided for in the Living Wage Ordinance and/or a copy of the Living Wage Ordinance, all employees should contact the City of Somerville's Purchasing Department directly.

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

## SIGNATURE FORM

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ FAX # \_\_\_\_\_

DATE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE OF AUTHORIZED CONTRACTING OFFICIAL:

\_\_\_\_\_ TITLE: \_\_\_\_\_

RESIDENCE: \_\_\_\_\_

IF COMPANY IS A PARTNERSHIP:

FULL NAME AND RESIDENCE OF EACH PARTNER:

\_\_\_\_\_  
\_\_\_\_\_

IF COMPANY IS A CORPORATION:

THE CORPORATE NAME IS: \_\_\_\_\_

THE CORPORATION IS ORGANIZED UNDER THE LAWS OF: \_\_\_\_\_

THE PRESIDENT IS: \_\_\_\_\_

THE TREASURER IS: \_\_\_\_\_

THE CLERK/SECRETARY IS: \_\_\_\_\_

NAME OF CORPORATION THAT WILL APPEAR ON A POTENTIAL CONTRACTUAL  
AGREEMENT IF DIFFERS FROM ABOVE: \_\_\_\_\_

\_\_\_\_\_

NAME AND TITLE OF PERSON WHO WILL BE RESPONSIBLE FOR THE SIGNING OF A  
POTENTIAL CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE:

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME OF CLERK/SECRETARY WHO WILL ALSO BE SIGNING FOR A POTENTIAL  
CONTRACTUAL AGREEMENT IF DIFFERS FROM ABOVE: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

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

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 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?* on page 2 for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

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

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

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

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

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

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

**Line 2**

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

**Line 3**

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

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

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

**Exempt payee code.**

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

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

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

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <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 Income, 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) written or printed on the line for a FATCA exemption code.

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

**Note.** See the chart on page 4 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 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate 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), 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)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

<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.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

## Secure Your Tax Records from Identity Theft

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](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 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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

**INSURANCE SPECIFICATIONS**  
**INSURANCE REQUIREMENTS FOR AWARDED VENDOR ONLY:**

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

A. PROFESSIONAL LIABILITY.....\$ 500,000.00

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

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

EMPLOYERS' LIABILITY.....\$ Statutory

C. AUTOMOBILE LIABILITY INSURANCE AS LISTED BELOW:

BODILY INJURY LIABILITY.....\$ STATUTORY

1. A contract will not be executed unless a certificate (s) of insurance evidencing above-described coverage is attached.
2. Failure to have the above-described coverage in effect during the entire period of the contract shall be deemed to be a breach of the contract.
3. All applicable insurance policies shall read:  
**"CITY OF SOMERVILLE" as a certificate holder and as an additional insured** for general liability only along with a description of operation in the space provided on the certificate.
4. Please comply with our requirement of a **thirty (30) day** notice of cancellation and note on certificate.

**CERTIFICATE SHOULD BE MADE OUT TO:**

City of Somerville  
Purchasing Department  
93 Highland Avenue  
Somerville, MA 02143

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



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

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

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

**CERTIFICATE HOLDER****CANCELLATION**

CERTIFICATES SHOULD BE MADE OUT TO:

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

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

AUTHORIZED REPRESENTATIVE



## **CERTIFICATE OF GOOD STANDING**

TO: Vendor

FROM: Purchasing Department

RE: **CERTIFICATE OF GOOD STANDING**

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

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

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

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

### **IMPORTANT NOTICE**

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

Thank You,

Purchasing Director

**APPENDIX A**  
**ARCHAEOLOGICAL RECONNAISSANCE SURVEY**  
**PROSECT HILL PARK**

**CONTAINS CONFIDENTIAL INFORMATION - NOT FOR PUBLIC DISTRIBUTION**

**TECHNICAL REPORT**

**ARCHAEOLOGICAL RECONNAISSANCE SURVEY  
PROSPECT HILL PARK**

**Somerville, Massachusetts**

John M. Kelly  
Kristen Heitert

Submitted to:

**City of Somerville**  
93 Highland Avenue  
Somerville, Massachusetts 02143

Submitted by:

**The Public Archaeology Laboratory, Inc.**  
26 Main Street  
Pawtucket, Rhode Island 02860



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**PRODUCTION/GIS ASSISTANT**  
DANIELLE VERRIER





## MANAGEMENT ABSTRACT

The Public Archaeology Laboratory, Inc. (PAL) completed an archaeological reconnaissance survey at Prospect Hill Park (SMV.BA) in Somerville in advance of any future improvements. The Park consists of approximately 2.3 acres and contains the circa 1903 Prospect Hill Park Memorial Flag Tower and Observatory (SMV.901). The reconnaissance survey consisted of archival research, walkover survey, limited auger coring, and documentation of the Park and the development of property-specific cultural, historical, and environmental contexts. In consideration of the extensive nineteenth- and twentieth-century landscape disturbances and its peripheral location to more desirable settlement locations closer to the Charles and Mystic rivers, the Park was assessed with low pre-contact archaeological sensitivity. The north portion of the park on either side of the monument was assessed with moderate post-contact archaeological sensitivity to contain structural features associated with the Revolutionary War-era Citadel and the late nineteenth-century houses that formerly fronted Munroe Street before being demolished to make way for the Memorial Flag Tower and Observatory. Intensive (locational) archaeological survey is recommended in advance of any subsurface impacts in those areas identified as sensitive for containing post-contact archaeological resources.





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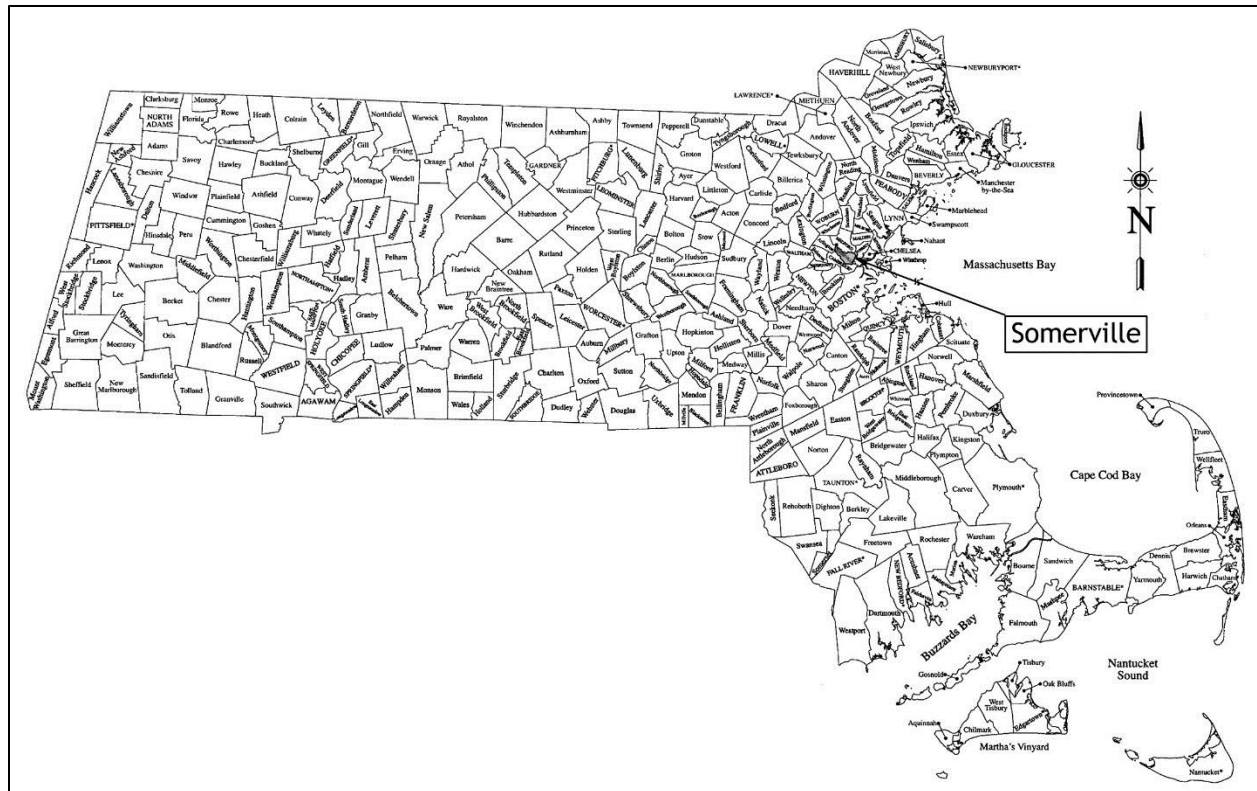
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# CHAPTER ONE

## INTRODUCTION

This report presents the results of an archaeological reconnaissance survey conducted by The Public Archaeology Laboratory, Inc. (PAL) in support of future improvements to Prospect Hill Park (the Park) in Somerville, Middlesex County, Massachusetts (Figures 1-1, 1-2, and 1-3). The survey was completed under contract to the City of Somerville (the City).



**Figure 1-1. Map of Massachusetts showing the location of the City of Somerville.**

### Project Description

The City is considering improvements to Prospect Hill Park (SMV.BA), an approximately 2.3-acre community park between Munroe Street and Columbus Avenue that contains the Prospect Hill Park Memorial Flag Tower and Observatory (SMV.901). Prospect Hill was the site of an American Revolutionary War-era fortification during the British Siege of Boston from June 17, 1775 to March 17, 1776, and was used as a quartering ground for surrendered British soldiers later in the war. It also served as a camp for Somerville soldiers during the Civil War. The land for the Park was purchased in 1898 and the Memorial Flag Tower and Observatory (the monument) was constructed in 1903. Prospect Hill Park and the Memorial Flag Tower and Observatory are listed in the Massachusetts Historical Commission's (MHC's) Inventory of Historic and Archaeological Assets of the Commonwealth.



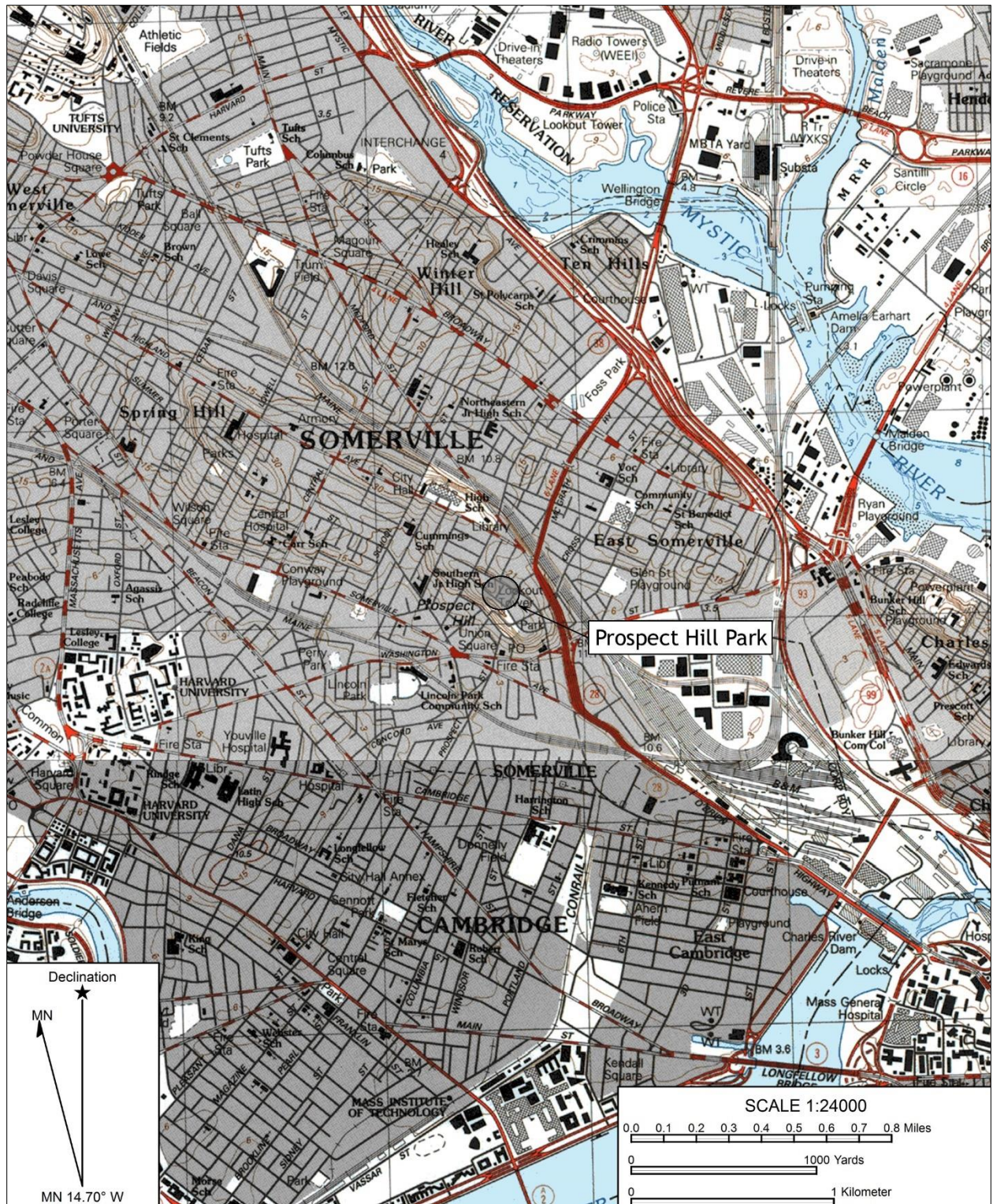


Figure 1-2. Location of Prospect Hill Park on the Boston North USGS topographic quadrangle, 7.5-minute series.



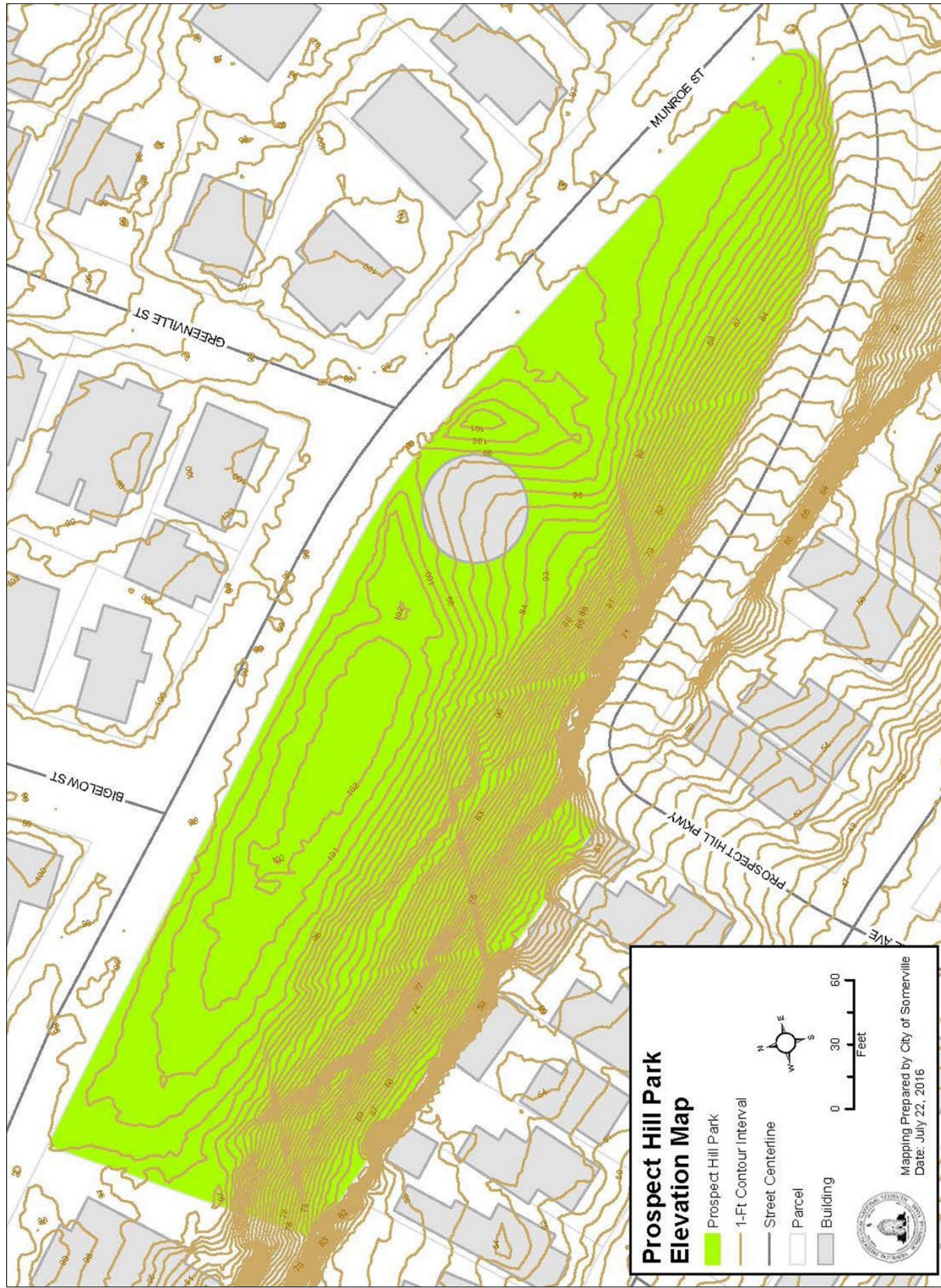


Figure 1-3. Plan of Prospect Hill Park.

## **Project Scope and Authority**

Plans detailing the nature and location of improvements to the Park have not yet been developed. For planning purposes, the City has requested that PAL conduct an archaeological reconnaissance survey of the Park using funding provided through the Community Preservation Act (CPA).

### **PAL Scope**

The goal of the archaeological reconnaissance survey (950 CMR 70) was to collect background information on the pre- and post-contact uses of the Park, to identify archaeologically sensitive areas within it, and to make recommendations regarding the scope of any intensive (locational) archaeological survey. The results of the survey also will assist the City in considering alternatives to avoid, minimize, or mitigate any adverse effects to significant historic properties as part of any proposed improvement projects within the Park.

PAL conducted the archaeological reconnaissance survey on February 8, 2017, under State Archaeologist's Permit No. 3715 issued by the MHC. All survey tasks were carried out in accordance with the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716–44742, National Park Service [NPS] 1983) and with the MHC's Public Planning and Environmental Review: Archaeology and Historic Preservation (1979), and in compliance with Massachusetts General Laws, Chapter 9, Sections 26–27C, as amended by Chapter 254 of the Acts of 1988 (950 CMR 71). This technical report follows the guidelines established by the National Park Service in *Recovery of Scientific, Prehistoric, Historic, and Archaeological Data* (36 CFR 66, Appendix A) and by the MHC. PAL personnel involved in the intensive survey meet the *Secretary of the Interior's Professional Qualification Standards* (36 CFR 61, Appendix A).

### **PAL Personnel**

PAL personnel involved in the project were Kristen Heitert (senior archaeologist) and John Kelly (project archaeologist). The fieldwork for the archaeological reconnaissance survey was conducted on February 8, 2017.

### **Disposition of PAL Project Materials**

All documentation generated as part of the reconnaissance survey (e.g., field recording forms, maps, and photographs) is currently on file at PAL, 26 Main Street, Pawtucket, Rhode Island. PAL serves as a temporary curation facility until the Commonwealth of Massachusetts designates a permanent repository.



## CHAPTER TWO

### RESEARCH DESIGN AND FIELDWORK METHODS

The goal of the archaeological reconnaissance survey for Prospect Hill Park was to assess its likelihood to contain pre- and/or post-contact archaeological resources that may be potentially eligible for listing in the State or National Register of Historic Places (State/National Register). To accomplish this objective, two research strategies were used:

- archival research consisting of a review of historical literature and maps, archaeological site files, and cultural resource management reports; and
- field investigations, consisting of a “walkover” assessment survey and limited auger coring.

The archival research and walkover survey provided the information necessary to develop environmental and historic contexts for the Park and a predictive model for archaeological sensitivity. Archaeological sensitivity is defined as the likelihood for belowground cultural resources to be present and is based on the following:

- geographical, functional, and temporal characteristics of previously identified cultural resources in the Park and its vicinity; and
- local and regional environmental data reviewed in conjunction with existing conditions documented at the Park during the walkover survey, and archival research about the Park and Prospect Hill’s land use history.

#### Significance and Historic Contexts

The different phases of archaeological investigation in Massachusetts (reconnaissance survey, intensive [locational] survey, site examination, and data recovery) reflect federal preservation planning standards for the identification, evaluation, registration, and treatment of archaeological resources (NPS 1983). An essential component of this planning structure is the identification of archaeological and traditional cultural properties that are eligible for inclusion in the National Register. Archaeological properties can be a district, site, building, structure, or object, but are most often sites and districts (Little et al. 2000). Traditional cultural properties are defined generally as ones that are eligible for inclusion in the National Register because of their association with cultural practices or beliefs of a living community that (a) are rooted in that community’s history, and (b) are important in maintaining the continuing cultural identity of the community (Parker and King 1998). The results of professional surveys and consultation with Native American or other ethnic communities are used to make recommendations about the significance and eligibility of archaeological and traditional cultural properties.

An archaeological property may be pre-contact, post-contact, or contain components from both periods. Pre-contact (or what is often termed “prehistoric”) archaeology focuses on the remains of indigenous American societies as they existed before substantial contact with Europeans and the resulting written records (Little et al. 2000). In accordance with the NPS guidelines, “pre-contact” is used, unless directly quoting materials that use “prehistoric.” There is no single year that marks the transition from pre-contact to post-contact.

Post-contact (or what is often termed “historical”) archaeology is the archaeology of sites and structures dating from time periods since significant contact between Native Americans and Europeans. Documentary records and oral traditions can be used to better understand these properties and their inhabitants (Little et al. 2000). Again, for reasons of consistency with the NPS guidelines, “post-contact” is used when referring to archaeology of this period, unless directly quoting materials that use “historical.”

The NPS has established four criteria for listing significant cultural properties in the National Register (36 CFR 60). The criteria are broadly defined to include the wide range of properties that are significant in American history, architecture, archaeology, engineering, and culture. The quality of significance may be present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association. The criteria (known by the letters A–D) allow for the listing of properties

- A. that are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. that are associated with the lives of persons significant in our past; or
- C. that embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. that have yielded, or may be likely to yield, information important to prehistory or history.

Archaeological and traditional cultural properties can be determined eligible for listing in the National Register under all four criteria, but must meet at least one (Little et al. 2000; Parker and King 1998). Archaeological properties listed under Criteria A or B must have a demonstrated ability to convey their associations with events, persons, or patterns significant to our history. Criterion C is intended to recognize properties that are significant expressions of culture or technology (especially architecture, artistic value, landscape architecture, and engineering) (Little et al. 2000:26). Under Criterion C, an archaeological property must have remains that are well-preserved and clearly illustrate the design and construction of a building or structure (Little et al. 2000:27). For Criterion D, under which most archaeological properties are determined eligible for listing in the National Register, only the potential to yield important information is required (Little et al. 2000:22). However, it is important to consider whether the data derived from a site are unique or redundant, and how they relate to the current state of knowledge relating to the research topic(s). A defensible argument must establish that a property “has important legitimate associations and/or information value based upon existing knowledge and interpretations that have been made, evaluated, and accepted” (McManamon 1990:15).

Another critical component in assessing the significance of a historic property is an evaluation of its integrity. Historic properties either retain integrity (i.e., convey their significance) or they do not. The National Register criteria recognize seven aspects or qualities that, in various combinations, define integrity:

- location, the place where the historic property was constructed or the place where the historic event occurred;
- design, the combination of elements that create the form, plan, space, structure, and style of a property;
- setting, the physical environment of a historic property;
- materials, the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property;

- workmanship, the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory;
- feeling, a property's expression of the aesthetic or historic sense of a particular period of time; and
- association, the direct link between an important historic event or person and a historic property.

To retain historic integrity, a property will always possess several, and usually most, of these qualities. The retention of specific aspects of integrity is paramount for a property to convey its significance. Determining which of these aspects or qualities are most important to a particular property requires knowing why, where, and when the property is significant (NPS 2002).

The criteria are applied in relation to the historic contexts of the resources defined as:

a body of thematically, geographically, and temporally linked information. For an archaeological property, the historic context is the analytical framework within which the property's importance can be understood and to which an archaeological study is likely to contribute important information (Little et al. 2000).

For traditional cultural properties, a historic context is further defined as:

A historic context is an organization of available information about, among other things, the cultural history of the area to be investigated, that identifies "the broad patterns of development in an area that may be represented by historic properties" (48 FR 44717). The traditions and lifeways of a planning area may represent such "broad patterns," so information about them should be used as a basis for historic context development. Based on federal standards and guidelines, groups that may ascribe traditional cultural values to an area's historic properties should be contacted and asked to assist in organizing information on the area (Parker and King 1998).

The formulation of historic contexts is a logical first step in the design of an archaeological investigation and is crucial to the evaluation of archaeological and traditional cultural properties in the absence of a comprehensive survey of a region (NPS 1983). Historic contexts provide an organizational framework that groups information about related historic properties based on a theme, geographic limits, and chronological periods. A historic context should identify gaps in data and knowledge to help determine what significant information may be obtained from the resource. Each historic context is related to the developmental history of an area, region, or theme (e.g., agriculture, transportation, and waterpower), and identifies the significant patterns of which a particular resource may be an element. Only those contexts important to understanding and justifying the significance of the property need be discussed.

Historic contexts are developed by

- identifying the concept, time period, and geographic limits for the context;
- collecting and assessing existing information about these time periods;
- identifying locational patterns and current conditions of the associated property types;
- synthesizing the information in a written narrative; and
- identifying information needs.

"Property types" are groupings of individual sites or properties based on common physical and associative characteristics. They serve to link the concepts presented in the historic contexts with properties illustrating those ideas (NPS 1983, 48 FR 44719).

The following historic research contexts have been developed to organize the data relating to the archaeological sensitivity of Prospect Hill Park:

1. Pre-contact Native American land use and settlement in the Charles River and Mystic River drainages circa (ca.) 12,500 to 450 years before present (B.P.); and
2. Post-contact land use and settlement patterns in Somerville, Massachusetts, ca. A.D. 1620 to present.

### **Archival Research**

The development of historic contexts and statements regarding anticipated historic properties within the Park began with archival research focused on primary and secondary documentary sources.

#### **Site Files, Cultural Resource Management Reports, and Inventory Forms**

PAL reviewed the locations of all pre- and post-contact archaeological sites within a 2-mile radius of Prospect Hill Park using the GIS-based Massachusetts Cultural Resources Information System (MACRIS) online mapping application. Resource records in MACRIS consist of digitized paper records on file at the MHC, including archaeological site inventory forms. Associated attribute data for each site consists of locational information, temporal and cultural affiliations, associated cultural resource management (CRM) reports, and National Register status. The State and National Register inventory and nomination forms for Prospect Hill Park and the Memorial Flag Tower and Observatory also were reviewed. These documents served as the primary sources of information for the specific historical, landscape, and architectural development of the Park (Campbell 1978). Reports documenting the results of CRM investigations conducted near Somerville also were reviewed.

### **Histories and Maps**

Primary and secondary histories and historical maps and atlases were examined to assess changes in land use, to locate any documented structures, and to trace the development of transportation networks (an important variable in the location of post-contact archaeological sites). Town, county, state, and regional histories (Morris and St. Martin 2008; Zellie and Stott 1990) and historical maps and atlases (Bromley and Bromley 1895; Hopkins 1874, 1884; Page 1775) were consulted to locate possible sites dating to the Post-Contact Period within and close to the Park.

### **Environmental Studies**

Bedrock, hydrological, and surficial geological studies provided information about the region's physical structure and the types of natural resources in and near the Park that have influenced its developmental history. The United States Department of Agriculture-Natural Resource Conservation Service web soil survey (USDA-NRCS 2016) supplied information about soil types and surficial deposits within the Park and the general categories of flora and fauna that these soil types support. In addition, studies of past environmental settings of New England were consulted.

### **Walkover Survey**

A walkover survey of the Park was conducted on February 8, 2017, by John Kelly (PAL project archaeologist) accompanied by Kristen Stelljes (Somerville Community Preservation Act manager) and Luisa Oliveira (senior landscape designer). The purpose of the survey was to document existing conditions on Park plans and using digital photography and to record known and potential archaeological site locations

inferred from the known landscape history of the property. Limited subsurface investigations in the form of 23-inch-long Hoffer hand auger coring was conducted at several locations within the Park to confirm natural versus disturbed soil conditions. These field data, combined with the documentary and archival information, were used to develop the pre- and post-contact archaeological sensitivity assessment of the property.

### **Archaeological Sensitivity Assessment**

Information collected during the archival research and walkover survey was used to develop a predictive model of potential site types and their cultural and temporal affiliations. The predictive model considers various criteria to rank the potential for Prospect Hill Park to contain archaeological sites: proximity of recorded and documented sites, local land use history, environmental data, and existing conditions. The Park was then stratified into zones of expected archaeological sensitivity (low, moderate, and high).

#### **Pre-Contact Period Archaeological Sensitivity**

Archaeologists have documented nearly 12,000 years of pre-contact Native American occupation of the region. Before 7,000 years ago, peoples focused primarily on inland-based resources and on hunting and collecting along the Northeast's waterways. After 7,000 years ago, settlement became more concentrated within the region's major river drainages. By 3,000 years ago, concurrent with a focus on coastal and riverine settlement, large populations lived in nucleated settlements and developed complex social ties, with language, kinship, ideology, and trade linking peoples across the Northeast. During the centuries before European contact, these groups began to coalesce into the peoples known as Pocumtuck, Nipmuck, Massachusetts, Wampanoag, Pokanoket, Mohegan, Pequot, and Narragansett.

Predictive modeling for large-scale site location in southern New England has its roots in academic research, including Dincauze's (1974) study of reported sites in the Boston Basin and Mulholland's (1984) research about regional patterns of change in pre-contact southern New England. Peter Thorbahn and others (Thorbahn et al. 1980) applied ecological modeling and quantitative spatial analysis to synthesize data from several hundred sites in southeastern New England and demonstrated that the highest concentration of pre-contact sites occurred within 300 meters (m) of low-ranking streams and large wetlands. The distribution of sites found along a 14-mile I-495 highway corridor in the same area reinforced the strong correlations between proximity to water and site locations (Thorbahn 1982). These studies and other large-scale projects provided data for developing models of Native American locational and temporal land use (MHC 1982a, 1982b, 1984) that became the foundation for site predictive modeling used during CRM surveys.

Archaeological sensitivity assessments also consider existing environmental conditions such as bedrock geology, river drainages, and microenvironmental characteristics. These data are used to infer the types of natural resources available through time that influenced land use and settlement patterns, and to assess the degree to which the landscape has been altered over time (Leveillee 1999). For example, bedrock geology helps to identify where pre-contact Native Americans obtained raw materials for stone tools and indicates how far from its source the stone may have been transported or traded. Geomorphology assists in reconstructing the paleoenvironment of an area and is particularly useful for early Holocene (PaleoIndian and Early Archaic) sites in areas that are different physically from 10,000 years ago (Simon 1991).

#### **Contact Period Archaeological Sensitivity**

The Contact Period in New England dates from about A.D. 1500 to 1620, and encompasses a time when Native and non-Native groups interacted with one another through trade, exploration, and sometimes conflict. While Contact Period sites are usually associated with Native American activity, they can also

include sites such as trading posts used by Native and non-Native groups, and very early European residential settlements.

Native settlement patterns during the Contact Period are generally thought to follow Late Woodland traditions, but with an increased tendency toward the fortification of village settlements. Larger villages frequently occurred along coastal and riverine settings, often at confluences. Inland villages were focused near swamp systems that could be exploited for subsistence purposes and as places of refuge during periods of conflict. Such sites would likely contain material remnants reflecting the dynamics of daily life, trade, and defense preparedness.

The identification of Contact Period deposits is most frequently dependent on specific diagnostic artifact markers, which in southern New England typically have been typed through the analysis of Native American grave goods rather than from residential sites or activity areas (Gibson 1980; Robinson et al. 1985; Simmons 1970). The available data suggest that sites dating to this period often contain pre-contact features and artifacts (e.g., storage pits and stone tools) and non-Native trade goods and objects (e.g., glass beads, iron kettles, and hoes) (Bragdon 1996). The earliest Contact Period sites are often located at or near the coast and estuarine margin, with non-Native artifacts passed from the coastal region to the interior through trade or seasonal travel.

### **Post-Contact Period Archaeological Sensitivity**

The landscape of a given area is used to predict the types of post-contact archaeological sites likely to be present. Major locational attributes differ according to site type. Domestic and agrarian sites (houses and farms) are characteristically located near water sources, arable lands, and transportation networks. Industrial sites (e.g., mills, tanneries, forges, and blacksmith shops) established before the late nineteenth century are typically located close to waterpower sources and transportation networks. Commercial, public, and institutional sites (e.g., stores, taverns, inns, schools, and churches) are usually near settlement concentrations with access to local and regional road systems (Ritchie et al. 1988).

Written histories and maps aid in determining post-contact archaeological sensitivity. Town histories provide information about overarching political, economic, and social trends that affected the occupation and use of different areas, and historical maps are particularly useful for locating sites, determining periods of occupation, establishing the names of past owners, and indicating past use(s) of the property.

Information about post-contact land use within a given area can also be collected through written and oral histories passed through family members and descendant communities. This type of information can often fill gaps in the documentary record and provide details unavailable through more conventional archival sources. Although informants, other oral sources, and the documentary record can contradict each other, they provide synergistic data for identifying and interpreting archaeological sites. However, the sole use of and reliance on the written and oral historical records during archival research can underestimate the full range of post-contact sites in any given region. Therefore, walkover surveys and subsurface testing, in conjunction with the critical evaluation of available documentary and cartographic resources, are required to locate and identify under-documented post-contact sites.

### **Archaeological Sensitivity Ranking**

Prospect Hill Park was ranked according to the potential for the presence of archaeological resources based on information collected during the archival research and walkover survey. Table 2-1 is a summary of the factors used to develop the archaeological sensitivity rankings; the full results of the archaeological sensitivity assessment are presented in Chapter 5.

Table 2-1. Archaeological Sensitivity Rankings Used for Prospect Hill Park.

Presence of Sites		Proximity to Favorable Cultural/Environmental Characteristics			Degree of Disturbance			Sensitivity Ranking
Known	Unknown	< 150 m	≥ 150 ≤ 500 m	> 500 m	None/Minimal	Moderate	Extensive	
.		.			.			High
.		.				.		High
.		.					.	Low
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	.	.					.	Low
	.		.		.			Moderate
	.		.			.		Moderate
	.		.				.	Low
	.			.	.			Moderate
	.			.		.		Low
	.			.			.	Low

## CHAPTER THREE

### ENVIRONMENTAL CONTEXT

The natural environment was a critical factor influencing pre- and post-contact settlement patterns, subsistence strategies, and resource exploitation throughout New England. Bedrock geology, soils, vegetation, and coastal and riverine systems all influenced where and to what extent human populations occupied any given area. Knowledge of past environmental conditions—and historical and modern disturbances to those conditions—allows archaeologists to assess the potential of a property to contain cultural resources and provides a context to interpret the cultural, functional, and temporal affiliations of those resources.

#### Physiography and Geology

Prospect Hill Park lies within the Seaboard Lowland physiographic province of southern New England (Fenneman 1938). The Seaboard Lowland is part of the Eastern Plateau, a geographic region characterized by broad, gentle slopes, low-rounded hills, and open valleys. At a more local scale, Somerville is near the boundary of the Boston Basin and the Middlesex Fells uplands. The Boston Basin is bounded to the north by a distinct fault zone; along the southern margin of the Middlesex Fells upland, the fault zone extends through Arlington and Belmont and includes Menotomy Rocks just southwest of Fresh Pond (Billings 1976; Kaye 1976). Along the basin boundary escarpment to the west of Fresh Pond, the largest hills reach maximum elevations of 150–300 feet above mean sea level (ft amsl). Located east of Fresh Pond, Prospect Hill's maximum elevation is approximately 90 ft amsl.

The bedrock underlying the Park is part of the Milford-Dedham Tectonic Zone, a lithotectonic subdivision that extends across the Boston area, southeastern Massachusetts, Cape Cod, and northern Rhode Island (Zen et al. 1983). The primary bedrock in the Park is Cambridge argillite, a formation that consists of gray argillite, some quartzite, and smaller amounts of sandstone and conglomerate (Clapp 1902). Cambridge argillite was one of the stone types used by Native Americans during the Pre-Contact Period and, along with slate, was commonly used as building material and for gravestones during the Post-Contact Period.

The surficial geology of Somerville is largely the result of glacial advance and retreat during the Pleistocene. Outwash deposits created large areas of swamp and bog, and the soft, fine-grained argillite bedrock was eroded by these processes. Glacial retreat also exposed a series of drumlins, smooth elliptical hills composed of gravels, and created till, erratics, and moraines. Many of the drumlins were leveled for materials to fill in low-lying areas, but several still remain. Prospect Hill is one such drumlin, although the hill was partially impacted during the nineteenth century. Drumlin shapes and sizes in the Boston Basin are highly variable, indicating that glacial ice flowed into the area from several directions (Kaye 1976).

#### Hydrology

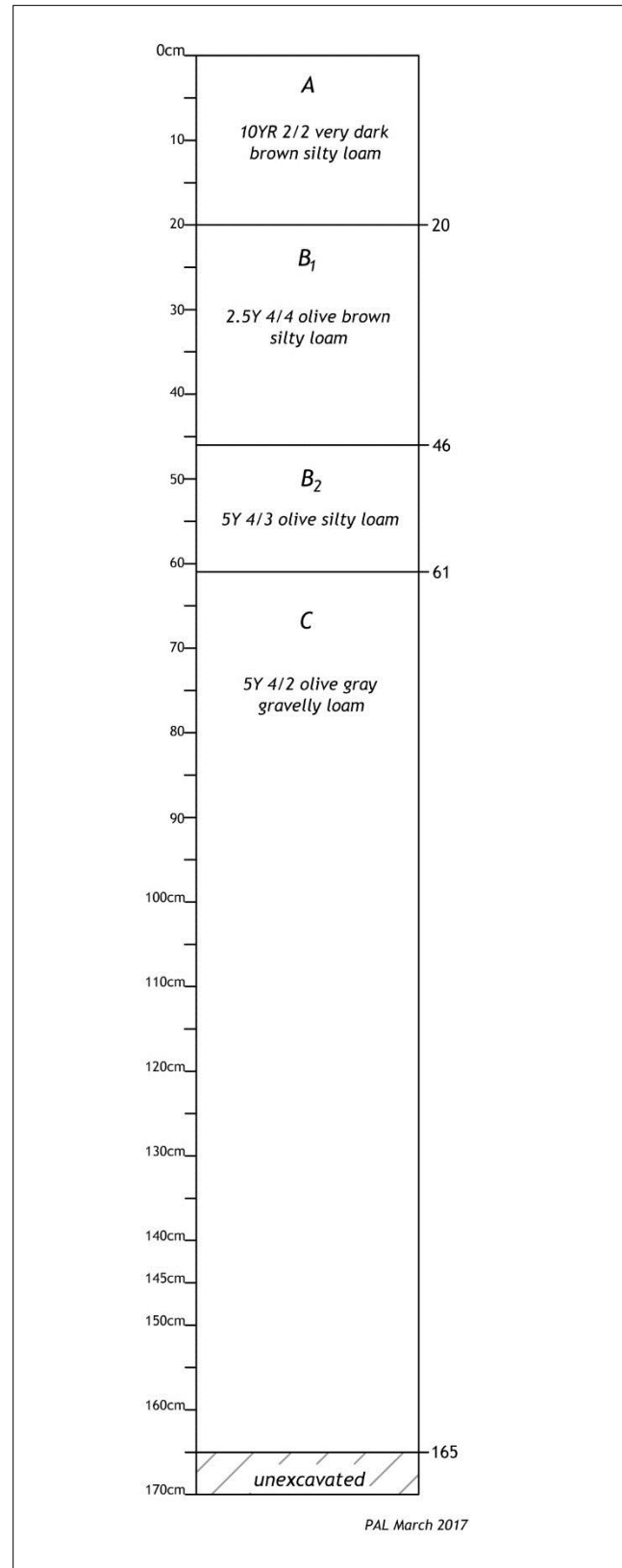
The Park is approximately 1 mile southwest of the Mystic River and 1.5 miles north of the Charles River. Despite being closer to the Mystic River, Prospect Hill is within the bounds of the Charles River drainage. The Charles River is a slow moving, 80-mile-long river that extends from Echo Lake in Hopkinton to Boston Harbor. The Charles River watershed encompasses approximately 300 square miles and is the most densely populated watershed in New England. The Mystic River flows from the Lower Mystic Lake down to Boston Harbor; the river was extensively dammed during urbanization of the surrounding area.



## Soils

The soil at the park consists of Newport-Urban land complex, 3–15 percent slopes (627C) (USDA-NRCS 2016). This soil type consists of primarily Newport soils, with lesser amounts of urban land, udorthents, Pittstown, and Paxton soils. Newport soils are well-drained loamy soils that form on ridges, moraines, and drumlins. Areas with Newport soils are sometimes used for community development. Undeveloped areas containing the Newport soils are cultivated and used for growing crops, hay, pasture, and nursery stock and, when forested, they commonly have northern red and white oak, gray birch, red maple, sugar maple, and eastern white pine.

A typical Newport soil profile consists of 0–20 centimeters (cm) of very dark brown (10YR 2/2) silt loam topsoil; 20–46 cm of olive brown (2.5Y 4/4) silt loam B<sub>1</sub> subsoil; 46–61 cm of olive (5Y 4/3) silt loam B<sub>2</sub> subsoil; and 61–165 cm of olive gray (5Y 4/2) gravelly loam C subsoil (Figure 3-1). Because the scale of the USDA-NRCS soil map is necessarily broad, the mapped soil area that includes the park probably contains both undisturbed areas and substantial areas of filled and redeposited soils consistent with Somerville's long occupational history.



**Figure 3-1. Typical Newport series soil profile.**

## CHAPTER FOUR

### CULTURAL CONTEXT

Archaeological investigations of the Charles River drainage have been conducted since the nineteenth century, with the first studies in the 1860s by museum scholars involved in the antiquarian movement. By the start of the twentieth century, Harvard University's Peabody Museum was supporting numerous excavations along the Charles River, including studies at large sites conducted by museum directors Jeffries Wyman and Frederic Putnam. Sites also were identified by members of the Massachusetts Archaeological Society (MAS) after its formation in 1939, with previously and newly identified sites recorded in the organization's inventory.

In 1967, Dena Dincauze conducted the first comprehensive survey of pre-contact sites in the Charles River drainage basin as part of a study for the U.S. Army Corps of Engineers. Dincauze's data showed that large, multicomponent sites were generally situated around freshwater lakes and ponds in a settlement pattern likely connected to the availability of fish (Dincauze 1973). Dincauze also noted a preference for well-drained sandy soils and southern exposures. In 1980, the MHC initiated an inventory of the Commonwealth's historic and archaeological resources. The inventory was divided among nine study units, including the Boston Basin, an area that consists of the Charles and Mystic rivers. The MHC also compiled individual town reports that contained cultural and geographical histories to provide a framework for future CRM studies.

#### Pre-Contact and Contact Period Native American Occupation of Middlesex County

The retreat of the Laurentide ice sheet into northern New England approximately 16,000 years ago set into motion a series of profound environmental changes that shaped the landscape for the earliest inhabitants of Massachusetts during the **PaleoIndian Period (12,500–10,000 B.P.<sup>1</sup>)**. Glacial meltwaters formed end moraines that impounded massive lakes. During this period, the sparse vegetative profile of the region comprised lichen, moss, and low-growing scrub growth. Exploitable animal communities included elk, caribou, and mastodon, and likely played a major role in the diet of PaleoIndian populations in the region. Settlement strategies during the PaleoIndian Period are poorly understood. Because of the range of variability at identified sites, large base camps, small residential camps, and very small task-specific sites have been advanced as the primary settlement models. PaleoIndian sites such as Vail and Bull Brook I, covering several acres and yielding thousands of artifacts, serve as examples of the large base camp models, while the Reagan Site is a good illustration of a smaller residential camp. Dincauze (1993) suggested that many of the large base camps such as Bull Brook were colonization centers or “marshalling camps” for the initial influx of PaleoIndian populations into the region, while the smaller camps were exploratory forays from more established settlements.

Known PaleoIndian sites are rare in the Charles River drainage with most identified sites limited to isolated finds of fluted projectile points. The lack of PaleoIndian sites in the Greater Boston area makes it difficult to predict where they might be found, but the existing data suggests that they are most likely to occur on high ground adjacent to major rivers or estuaries. Many PaleoIndian sites around Boston may now be

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<sup>1</sup>Dates presented in the Pre-Contact and Contact Period section refer to radiocarbon years before present (B.P.) unless otherwise stated. Radiocarbon years can differ by as much as several centuries from calendrical date ages. Archaeological convention defines the “present” as A.D. 1950.

submerged off the continental shelf due to changes in sea level. Within the northern Boston basin, a small PaleoIndian component, consisting of a fluted projectile point, point preforms, and several other tools, has been located at the Saugus Quarry Site (Grimes et al. 1984). Situated near an outcrop of a high-quality, fine grained, red-pink rhyolite known as Saugus Jasper, the site is the earliest known occupation of the area. Other isolated finds of possible late PaleoIndian Eden-type projectile points have been reported from the Goat Acre Site in Arlington and another farther north of Fresh Pond at Ossini's Garden in Wakefield.

The **Early Archaic Period (10,000–8000 B.P.)** coincided with the beginning of the Holocene epoch, a period marked by conditions that were warmer and drier than the preceding Pleistocene epoch. Early Archaic people continued a generalized subsistence strategy, hunting game and harvesting woodland and wetland vegetation and nuts (Dumont 1981; Forrest 1999, Kuehn 1998; Meltzer and Smith 1986; Nicholas 1987). The identification of Early Archaic archaeological deposits in Massachusetts typically has relied on the recovery of bifurcate-base projectile points; concentrations of these point types have been found at the perimeters of ponds, marshes, and wooded wetlands, and at the headwaters of major rivers in southeastern Massachusetts (Taylor 1976). No discrete Early Archaic components have been identified in the Somerville area, but diagnostic bifurcate-base projectile points have been found in small numbers at the Goat Acre and Gage Ice House sites in Arlington, and Early Archaic projectile point types also have been recovered at the Ossini's Garden and Water Street sites in Wakefield.

An increase in the frequency and visibility of sites dating to the **Middle Archaic Period (8000–5000 B.P.)** suggests that people were firmly established in the region by 8000 B.P. Resident populations continued a generalized subsistence pattern that included fishing, hunting and foraging, and shellfishing collecting. Residential patterns consisted of smaller settlements commonly concentrated around waterfalls, river rapids, major river drainages, wetlands, and coastal settings, and larger base camps established along extensive wetland systems (Doucette and Cross 1997; Jones 1999). Smaller logistical camps supplemented the larger base camps. Middle Archaic components typically are identified through the recovery of Neville, Neville-Variant, Stark, and Merrimack style projectile points manufactured primarily from locally available stone (Dincauze 1976; Dincauze and Mulholland 1977). The correlation of Middle Archaic site distributions with local stone sources led Dincauze (1976) to theorize that Native American band or tribal territories might have been established within major river drainages by the Middle Archaic.

Marine transgression and the development of Boston Harbor has likely inundated most sites dating to the Middle Archaic Period along former estuaries at the mouths of the Charles and Mystic rivers. A large site, probably established to exploit anadromous fish runs, has been identified at Magazine Beach in Cambridge at what would have been the head of the Charles River at that time. Some large Middle Archaic components and sites have been identified in Arlington at the Goat Acre Site on the Mystic River and at the Wyman Farm Site on Alewife Brook. Extensive Middle Archaic deposits, possibly the result of brief but intense seasonal use, have been found in the Neponset and Cochato River drainages along the southern boundary of the Boston Basin (Cote 1958; Ritchie and Herbster 1997). Middle Archaic tool assemblages from the Boston Basin are manufactured primarily of stone quarried from local sources around Boston, particularly rhyolites and felsites found in the Blue Hills and in the Charles River drainage.

The environment during the **Late Archaic Period (5000–3000 B.P.)** shifted to drier and slightly warmer climatic conditions with a significant decrease in precipitation. Oak, pine, and beech reached their full extent, while hemlock became much scarcer in response to the increasing dryness. Wetlands also became more abundant along river margins. Animal communities remained essentially the same as the preceding period, but it is likely that deer became even more plentiful with the full maturity of the mast forest and that wetland/estuarine resources became an even greater subsistence resource. Perhaps in response to an increasingly resource-rich natural environment, Late Archaic populations expanded and diversified. To better categorize and interpret the many local expressions of Late Archaic culture, the period has been divided into three traditions: Laurentian (5500–4000 B.P.), Small Stemmed (4400–3600 B.P.), and

Susquehanna (3800–2800 B.P.). Burial ceremonialism also increased dramatically during this period as illustrated by the complex red ochre internments at the Watertown Arsenal. By the end of the period there seems to have been an increased use of upland areas as exemplified by the Spring Brook Site in the Arnold Arboretum (Pendery 1993).

Archaeological evidence from Boston suggests an increased reliance on fish and nuts during the Late Archaic Period. The Boylston Street Fishweir (19-SU-16) was discovered in 1939 beneath 30 ft of fill, and similar sites with intact fish weir stakes have been discovered in several other locations in the Back Bay (Johnson 1949; Kaye and Barghoon 1964; Shimer 1918; Willoughby 1927). The buried fish weirs were set up in what was formerly an intertidal zone and may have been used—in various iterations—throughout most of the Late Archaic Period and perhaps as early as the late Middle Archaic Period (Dincauze and Decima 1995; Newby and Webb 1994). Other estuarine site types such as shell heaps and fishing camps illustrate the importance of marine resources to Late Archaic populations in and around Boston Bay.

Clusters of sites on Spy Pond and along the lower Mystic River were intensively used by Laurentian Tradition people and consist of low-density, short-duration base camps at the Goat Acre and Lyman Farm sites. Susquehanna Tradition groups also appear to have used the Goat Acre Site as a base camp, along with smaller logistical camp sites along the lower Mystic River. Felsites from the Wakefield section of the Lynn volcanic complex were an important stone source for Susquehanna Tradition groups in and just outside the northern Boston Basin. Small Stemmed Tradition people used a range of locations for resource collecting/processing and settlement, and sites have been recorded along Alewife Brook and along the lower Charles River including at the Boylston Street Fishweir Site. Other major sites include the Susquehanna Tradition Water Street Site (19-SU-48) in Charlestown (Pendery et al. 1982; Shaw 1984) and the Town Dock Prehistoric Site (19-SU-59), which consisted of stone tools, a possible hearth or pit feature, and deposits of salt marsh peat (Ritchie 1994).

Climatic conditions during the **Early Woodland Period (3000–2000 B.P.)** remained essentially the same as those of the Late Archaic Period. Cooler and wetter conditions encouraged the growth of hemlock, pine, and birch at the expense of nut-bearing vegetation. This change in the tree canopy imposed limits on the biotic carrying capacity of the region relative to earlier periods. Human populations responded to this change by continuing a broad-based hunting and gathering strategy, but one more explicitly oriented toward rivers, lakes, and ponds with limited seasonal use of the uplands. Group sizes are assumed to have been relatively small, perhaps 30–50 people that in some cases splintered into even smaller residential camps of 5–15.

Diagnostic Early Woodland stone tools include stemmed and side-notched Adena and Meadowood projectile points, which are rare and tend to be identified in small numbers. Lagoon points also are indicative of the period but are far more common in southern New England. Tool assemblages comprise a high percentage of “exotic” stone, including Munsungen cherts from northern Maine, and indicate an expansion and elaboration of long-distance trade networks. Low-fired Vinette I pottery, which seems to make its first appearance during the Late Archaic Period, became more common. Early Woodland sites are comparatively rare, leading some researchers to speculate a population decline associated with unfavorable environmental conditions, “unknown prehistoric epidemics,” and other factors (Fiedel 2001). Few Early Woodland Period sites have been identified in the Charles River drainage, and those that have been identified are typically components of larger sites.

Beginning about 2000 B.P., the climate appears to have stabilized, as the previously damp and cold environment gave way to generally drier and warmer conditions. If the number of identified **Middle Woodland Period (2000–1000 B.P.)** sites is any guide, it appears that population densities also increased during this period. This population expansion may have overtaxed the subsistence resources of the changing environment and led to a more diffuse hunting and gathering strategy that necessitated a more intensive

exploitation of the uplands. Jack's Reef Corner-Notched projectile points are the most diagnostic tool types for this period, although Levanna and Jack's Reef Pentagonal points also are common. Both points types are manufactured from local and non-local stone. Pottery became increasingly stylistically diverse and included grit-tempered, coil-built vessels with a stamped, incised, and dentate decoration of varying quality (Petersen 1977, 1980, 1992; Petersen and Toney 2000). The elaboration of pottery design may derive from the hypothesized population increase, with groups distinguishing themselves from one another through decorative motifs.

Middle Woodland settlement in the Boston Basin was concentrated at the estuary head of the Charles and Mystic rivers and near freshwater ponds along the two rivers. Diagnostic projectile points, including Fox Creek, Jack's Reef, and Greene types, found at the Goat Acre Site and the Wyman Farm Site provide evidence of use during the Middle Woodland Period. Near the mouth of the Mystic River estuary, a burial uncovered during construction at Revere Beach in the early twentieth century contained a ceramic vessel, smoking pipe, and mica sheets typical of Middle Woodland grave good assemblages in southern New England (Dincauze 1974:51). Increased reliance on coastal resources is common throughout the area as inferred by the many documented shell midden sites used for shellfish processing and temporary seasonal settlement.

The **Late Woodland Period (1000–450 B.P.)** was a period of continuity and innovation during which stone tool technologies underwent very little change while the development of horticulture dramatically altered the social and cultural landscape for Native American communities. During this period, archaeological and ethnohistoric literature begins to refer to distinct Native American communities, for example the Massachusett. This distinction is not arbitrary but appears to reflect increasing levels of self-identification among these populations as reflected in distinctive ceramic styles and more restricted trade networks (Haviland and Power 1994). Diagnostic artifacts include triangular Madison- and Levanna-type projectile points and cord-wrapped, stick-impressed, and incised ceramics. Assemblages tend to be limited to a narrow range of preforms, scrapers, drills, and expedient flake tools. Large residential sites are concentrated along major river valley corridors, a phenomenon that reflects the increased desirability of floodplain environments for horticultural purposes. Settlement patterns became markedly more sedentary and residential groups became larger. Villages comprising small hamlets adjacent to cultivated fields began to emerge and appear to have been occupied during the growing season. This intensive occupation of horticultural camps, however, did not preclude the continuance of seasonal camps. Non-horticultural Late Woodland sites tend to cluster in coastal environments, around interior freshwater ponds and wetlands, and adjacent to large tributary streams. The more intensive use of riverine systems is underscored by the archaeological identification of many dugout canoes radiocarbon dated to the Late Woodland Period.

Boston Harbor has a high density of Late Woodland sites with large settlements concentrated at the estuary heads of the Charles and Mystic rivers (Dincauze 1974). Native American fish weirs used to trap anadromous fish (alewives, etc.) during spawning runs were noted at these estuary heads by early English settlers. Several sites on Spy Pond have yielded evidence of Late Woodland activity; a fish weir identified south of the pond may have been used during that time. Small temporary hunting/collecting camps in nearby upland areas like the Middlesex Fells probably were used by groups during the late fall and winter. Late Woodland artifacts have been recovered in Boston Common and from several of the surrounding towns (Pendery 1988).

At the start of the **Contact Period (A.D. 1500–1620)**, Native American settlement and subsistence strategies appear to have been broadly similar to those of the Late Woodland Period. However, the traditional cultural systems of Native peoples in New England were rapidly transformed by contact with European colonists. European trade goods were highly sought after, and their impact on Native economies created both intra- and inter-tribal conflicts as groups attempted to establish and maintain trade relationships with the colonists.

Somerville was part of the territory belonging to the Massachusett Federation, whose leader, Nanepashemet, ruled over an area stretching from the Blue Hills to the Merrimack River (Morris and St. Martin 2008). The Charles River was the territorial border separating the Massachusett and the Nipmuck, and most of the settlements of the Massachusett centered on the Mystic River estuary. At the beginning of the seventeenth century, the Massachusett became embroiled in a conflict with tribes in northern New England that prompted Nanepashemet to construct a fort along the Mystic River in present-day Medford. The fort site is listed in the MHC's site files as a palisaded settlement, but no further information is provided. During the conflict, the Massachusett suffered an outbreak of what was likely smallpox that, combined with war losses, resulted in a roughly 75 percent mortality rate for the tribe; Nanepashemet was killed in a raid in 1619.

Nanepashemet's widow became sachem of the tribe after his death, and her village was located along Alewife Brook (MHC 1980). In 1639, she sought to secure peace with the English settlers from the Massachusetts Bay Colony by deeding land in present-day Charlestown and Somerville to the colonists. The land deal reserved hunting and fishing rights near Mystic Pond for the Massachusett, who remained in the area for much of the seventeenth century, despite another smallpox epidemic that further reduced their numbers (Morris and St. Martin 2008). By the close of the seventeenth century, most of the surviving tribal members had moved inland to live at the "Praying Town" of Natick, a village of Christianized Indians. While Somerville was formerly part of the core of Massachusett territory at Contact, no Contact Period Native American sites have been documented in the City.

### Summary of Post-Contact Period History of Somerville

Somerville was originally settled by 10 English families shortly after the Charlestown land grant of 1630. At the start of the **Plantation Period (1620–1675)**, the area was commonly used for cattle grazing by the residents of Charlestown. Once it became settled, it continued to be used for agriculture, but the settlers also fished the rivers for personal consumption and local sale. The settlement initially comprised 10 to 15 homes, including Governor John Winthrop's farmstead on the Mystic River at Ten Hills (MHC 1980; Zellie and Stott 1990). The earliest roads in the town were the old Native American trails that the settlers improved and expanded.

During the **Colonial Period (1675–1775)**, the economy of Somerville continued to focus on agriculture and livestock. Those farm industries transitioned from subsistence-based to profit-motivated as Somerville's proximity to Boston and Charlestown provided large markets for agricultural goods (MHC 1980). Somerville also was home to redware pottery, brickmaking, and quarrying industries. The common lands that had made up the majority of the town were officially subdivided into lots during the 1680s, and several farms were established on Winter, Spring, and Prospect hills (MHC 1980). The road network was further expanded, leading to the creation of north–south transportation in the newly subdivided areas, including Prospect Hill. By the start of the American Revolution, the population of Somerville had grown to approximately 500.

The **Federal Period (1775–1830)** included a continuation of the same activities and industries that began earlier in the eighteenth century. The economy of Somerville still revolved around farming with a focus on dairy and meat production. The brickmaking industry also became extremely important with large brick mills cropping up along the newly constructed Medford Turnpike (MHC 1980). New turnpikes and the construction of the Middlesex Canal improved the cost efficiency of shipping goods to and from more distant interior markets, and markets within Somerville benefited from new bridges to Charlestown and Boston across the Charles River.

Somerville grew significantly during the **Early Industrial Period (1830–1870)**. It was officially established as its own town in 1842 in a move that accelerated economic development up to the Great

Depression. Between 1842 and 1850, Somerville's population tripled to 3,540, and doubled again in each of the next two decades (MHC 1980). Irish immigrants made up a large portion of the new residents and were 18 percent of the total population by 1865. Somerville's incorporation led to the creation of a civic center on Highland Avenue and a new commercial area at Union Square. More subdivision in the town occurred with more rectangular street grids and compact urban lots appearing by 1870.

Although the Middlesex Canal closed in the 1840s, use of eighteenth-century turnpikes and highways continued in the nineteenth century, and the construction of new railroads provided a boon to Somerville's economic growth. The Boston & Lowell Railroad extended from Charlestown to Medford crossing through the middle of Somerville between Winter and Prospect hills; the Fitchburg Railroad crossed through the town near Miller's River; and the Boston & Maine Railroad traversed the east side of the town and the Mystic River (MHC 1980). Industries developed along the railroad routes as the railroads provided more efficient movement of raw materials and finished goods. One of the new industries established during the Early Industrial Period was the American Tube Works, the first manufacturer of seamless brass tubes in the United States. Other new industries included rolling and slitting mills, ironworks, and steam engine and boiler manufacturers. The brickmaking industry reached its peak by 1870, producing 1.3 million bricks per year and employing about 220 men (MHC 1980).

Somerville's development boom continued in the **Late Industrial Period (1870–1915)** as the town provided an ideal location for suburban development to capture the residential overflow from Boston related to the economic growth of the Greater Boston area. Somerville's population jumped by more than 100,000 between 1870 and 1915, with immigrants from Ireland, Nova Scotia, and other areas of Canada making up more than one-quarter of that growth (MHC 1980). Multi-family houses and apartment blocks were built to accommodate the working-class; affluent neighborhoods developed on Prospect and Spring Hills between Highland Avenue and Summer Street; and the commercial centers at Union and Davis squares thrived.

The city's expanding (sub)urban development came at the expense of Somerville's remaining farmland, but the city's residents were able to preserve several areas of open space through the establishment of public parks in 1870–1890. The meatpacking and construction industries flourished, with the city's annual output of meat earning it the name of "the Chicago of New England" (MHC 1980). Brickmaking in the city began to fade after 1870, and the last brick yard closed in 1902.

Following its rapid and expansive development in the nineteenth century, Somerville started a slow decline in the **Modern Period (1930–Present)**. The city's population began to drop in the 1930s and continued to decline between the end of World War II (MHC 1980) and the beginning of the twenty-first century. Home construction slowed dramatically, and industrial plants began to close, including the Ford Motors plant that had employed hundreds of people up to the 1940s. Meat processing, however, remained a leading industry during the twentieth century, and there was an influx of telecommunications and technology industries beginning in the first decade of the twenty-first century. Despite the general population decline, new roads were constructed to accommodate increasing automobile traffic, including McGrath Highway (Route 28) that passes by Prospect and Winter hills on its way through the city, and Mystic Avenue (Route 38) that runs roughly parallel to the Mystic River and Interstate 93.

### Historical Development of Prospect Hill

The Prospect Hill area is bounded by School Street to the west, Somerville Avenue and Washington Street to the south, and McGrath Highway (Route 128) and Medford Street to the north and east (Zellie and Stott 1990). As a part of Charlestown until 1842, the hill originally was part of that town's seventeenth-century "Stinted Common," along with what is now East Somerville, Central and Spring hills, the southerly slope of Winter Hill, and a considerable portion of West Somerville. The division, or "stinting," of the roughly

250 acres of common land occurred between 1638 and 1661 among 43 different people with the intention of providing pasturage outside the crowded settlement core of Charlestown. No detailed records regarding the ownership and size of the various lots has survived, although Walnut and School streets are known to have been laid out as rangeways to the stinted common in the seventeenth century, and Nathaniel Tufts is reported as having owned the 55-acre “Great Pasture” on the western slope of hill in the early eighteenth century (Eliot 1903; Zellie and Stott 1990).

Prospect Hill remained common grazing land until it was commandeered by American military forces during the Revolutionary War following the battles at Lexington and Concord. British forces were entrenched at Bunker Hill after their defeat of the Americans in the eponymously named battle of June 17, 1775, and the defeated American Army retreated to their fortification, the Citadel, on Prospect Hill (Figure 4-1) (Campbell 1978; Morris and St. Martin 2008). Under the command of General Israel Putnam, the Citadel withstood several attacks during the Siege of Boston until the British evacuated the city on March 17, 1776. Over the nine-month siege, almost 4,000 troops were encamped on Prospect and Central hills, which were connected by a rampart and trench.

The Citadel was considered the strongest part of the colonial defenses during the siege (Campbell 1978) and was the location of two notable flag raisings. The standard of the Third Connecticut Regiment was raised on Prospect Hill on July 18, 1775, the day after the Battle of Bunker Hill; this marked the first time that a colonial flag had been flown before the British. Later in the siege, on January 1, 1776, General George Washington ordered that the “Grand Union Flag,” a precursor to the Stars and Stripes flag, be raised on the hill to boost morale among the American troops (Morris and St. Martin 2008). Prospect Hill continued to be used by the American forces following the British evacuation from Boston and, at the end of the war, it served as one of several quartering grounds in Somerville for surrendered British soldiers.

After the Revolution, Prospect Hill returned to pasturage and the Munroe family built a gristmill near its summit (Campbell 1978; Morris and St. Martin 2008). With the construction of the Boston and Lowell Railroad north and east of the hill and the Fitchburg division of the Boston and Maine Railroad south of the hill in the 1830s, the area became a focus of real estate speculation targeted at Boston businessmen looking to escape the cramped confines of the city. Farmland was snapped up at bargain prices, and several modest Greek Revival houses were built on the southern slope of the hill along Walnut Street. Larger subdivided tracts, however, remained largely unoccupied as late as 1852, and only one new major street—the circle formed by Boston and Monroe streets at the summit of the hill—was laid out in 1842 (Zellie and Stott 1990:114).

During the American Civil War, the hill again served as a camp for soldiers. After the war, interest re-kindled in the development of the hill as “the most aristocratic and fashionable place in the suburbs of Boston” and, during the 1870s and 1880s, a building boom occurred along Columbus and Warren avenues and along the short streets radiating out from the south base of the hill. By 1874, most of the parcels at the summit of Prospect Hill and along its north and south slopes were owned by W. H. Thompson, although no buildings or structures are depicted on any of the lots on the summit (Figure 4-2). Thompson’s disinterest in developing his parcels may have stemmed from the fact that it was easier and more profitable for him to mine and sell the land as fill for the Miller’s River at a cost of 25 cents per load (Zellie and Stott 1990:116). Thompson and the “Randall heirs” owned the land that would be developed as the Park, but only one house is shown on the Randall property at the intersection of Munroe Street and High Street (present-day Bigelow Street).

By 1884, the land that would later be developed as the Park was owned by Mary Jones and Lydia E. Hutchins (or Hutchings), who built a house immediately east of the future tower location (Figure 4-3). An 1895 (Bromley and Bromley) map of Somerville shows a reconfiguration of property ownership with



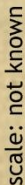
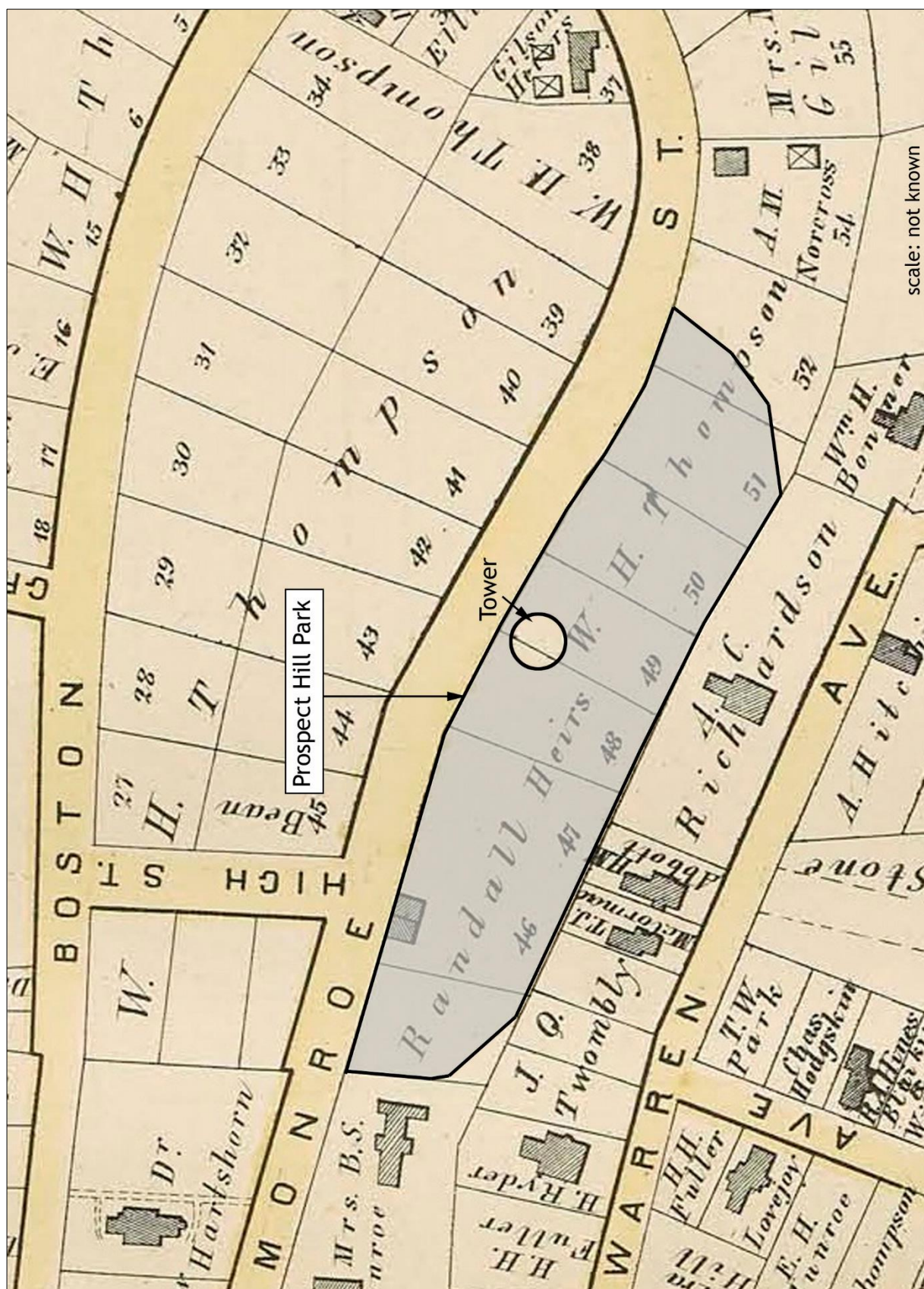


Figure 4-1. Detail of 1775 military map of Boston showing the locations of American fortifications including the Citadel fortifications on Prospect Hill and the approximate location of Prospect Hill Park (Page 1775).





**Figure 4-2. 1874 map of Somerville showing the Prospect Hill area and current location of the Park and Memorial Flag Tower and Observatory (source: Hopkins 1874).**



**Figure 4-3. 1884 map of Somerville showing the Prospect Hill area and current location of the Park and Memorial Flag Tower and Observatory (source: Hopkins 1884).**

roughly half of the Jones parcel owned by Hutchins, and the original Hutchins' parcels owned or occupied by John M. Raymond, Jr.; both the Jones and Hutchins/Raymond houses were still standing at that time (Figure 4-4).

In response to growing public concern over the rapid development of Somerville as a suburban hub and in tandem with the burgeoning Colonial Revival movement, the Prospect Hill Park Association was formed in 1896 to collect funds to purchase three adjoining parcels of land on Prospect Hill for use as a public park (Morris and St. Martin 2008). Landscaping for the Park was carried out under the direction of Ernest W. Bailey, the city engineer (Photograph 4-1). Bailey also designed the Prospect Hill Park Memorial Flag Tower and Observatory monument to commemorate the two flag raisings on the hill during the American Revolution. The monument was completed in 1903 and consisted of a medieval-style, crenelated observatory symbolizing the Citadel fortifications. The creation of the Park and construction of the monument included grading of the hill, installing a concrete walkway and steps, and planting trees. Only a portion of the original hill remained after the monument was completed (City of Somerville 1904). Once the monument was finished, a public dedication ceremony was held on October 29, 1903 (Photograph 4-2).

The Park has been relatively undisturbed since the monument's construction, although a concrete base and retaining wall were added to the monument during the twentieth century to help stabilize it, and an additional retaining wall was constructed in the late 1950s at the base of the hill behind the residences that front Columbus Avenue. In 1992, MHC staff determined that the mid-century additions to the monument represented a major alteration and significant intrusion; as a result, the Memorial Flag Tower and Observatory monument was not considered eligible for listing in the National Register. However, the Park (SMV.BA) and the monument (SMV.901) are both listed in the MHC's Inventory of Historic and Archaeological Assets of the Commonwealth.





**Figure 4-4. 1895 map of Somerville showing the Prospect Hill area and current location of the Park and Memorial Flag Tower and Observatory (source: Bromley and Bromley 1895).**



**Photograph 4-1. Prospect Hill Park after grading and landscaping in preparation for the construction of the Memorial Flag Tower and Observatory monument (source: Mulder 2017a).**



**Photograph 4-2. The 1903 dedication ceremony for the Memorial Flag Tower and Observatory monument at Prospect Hill Park (source: Mulder 2017b).**



## CHAPTER FIVE

### RESULTS AND RECOMMENDATIONS

#### Walkover Survey

Prospect Hill Park consists of approximately 2.3 acres bounded by Munroe Street to the north and west, Prospect Hill Parkway to the east, and Columbus Avenue to the south. The Park contains mostly level terrain along Munroe Street, but the entire southern side slopes steeply down to Columbus Avenue and Prospect Hill Parkway (Photograph 5-1). The Memorial Flag Tower and Observatory (the monument) is sited on level ground in the northeast portion of the Park close to the intersection of Munroe and Greenville streets (Photograph 5-2).



**Photograph 5-1. Steep slope to Prospect Hill Parkway on the south side of the Park, view south.**

The Park grounds consist of open lawn space to the north and east with a dense tree canopy along the southwest slope. A cobblestone walkway laid in a concrete base extends east from the monument almost the entire length of Munroe Street (Photograph 5-3) and is connected to a concrete walkway via a narrow dirt path on the west side of the monument (Photograph 5-4). The concrete walkway begins at Munroe Street near the western steps leading up to the monument and runs along the western margins of the Park before reconnecting to Munroe Street at the northwest corner of the Park. The concrete walkway also connects to a small fieldstone structure with a brick-topped chimney built into the southwest slope and then cuts across the top of the Park to Munroe Street near its intersection with Bigelow Street (Photograph 5-5).





**Photograph 5-2. Memorial Flag Tower and Observatory, view west.**



**Photograph 5-3. Cobblestone walkway on the east side of the monument, view north.**





**Photograph 5-4. Dirt path south of the monument connecting the cobblestone and concrete walkways, view west.**

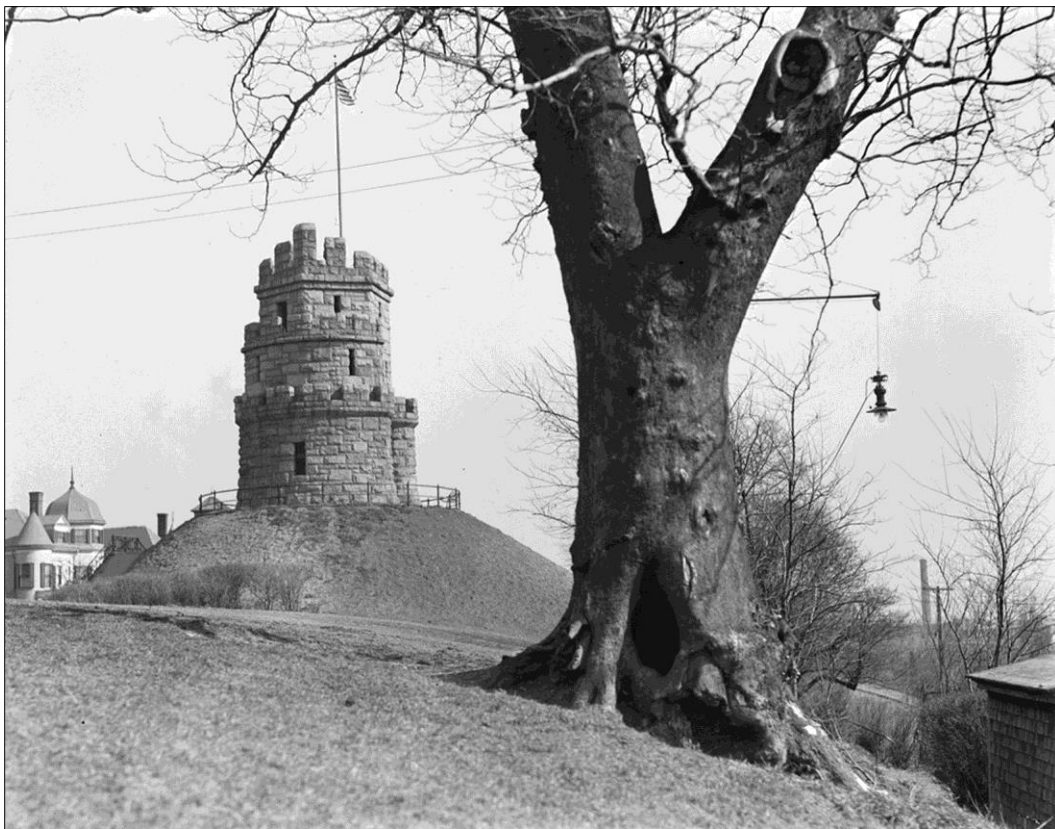


**Photograph 5-5. Fieldstone structure (currently used as a tool shed) built into southwest slope, view east.**

The fieldstone structure is currently used as a tool shed and is a post-1923 replacement of an earlier wood-shingled structure that formerly stood in that spot (Photograph 5-6).

The monument is at the top of the hill on Munroe Street and is visible from many points in Somerville. Built in a castellated style, it is 30 ft high and 30 ft wide at its base and is constructed of rusticated granite with medieval crenellated tiers. A concrete retaining wall with earth infill was installed along the south side of the monument in the late 1950s to stabilize the structure (Photographs 5-7 and 5-8). Concrete steps lead up to the observatory from the sidewalk along Munroe Street; a drainage pipe extends from the monument steps into the surrounding soil; and several other pipe outlets are visible along the base of the retaining wall (Photographs 5-9). The ground surface immediately north of the monument adjacent to the entrance stairs appears to have been filled sometime after 1918, as a photograph taken that year depicts a much more pronounced slope in that area (Photograph 5-10). However, the open, more level areas east and west of the monument do not appear to have been significantly disturbed beyond the original grading of the hill preceding the monument's construction.

Several light poles are located across the Park and engineering plans from 1982 show belowground electrical lines running between the poles and parallel to the concrete walkway that meets the sidewalk near Bigelow Street (Figure 5-1). Two sewer manholes are west of the monument adjacent to the concrete walkway and within the cobblestone walkway just east of the monument (Photograph 5-11; see Figure 5-1). Sewer connection lines likely run from both locations north to Munroe Street.



**Photograph 5-6. Prospect Hill Park in 1923, view east, showing the original wood-shingled structure in the lower right corner (source: Jones 1923).**





**Photograph 5-7. Observatory on the upper tier of the monument, view south.**



**Photograph 5-8. Lower tier of the monument with concrete retaining wall and earth infill, view southeast.**



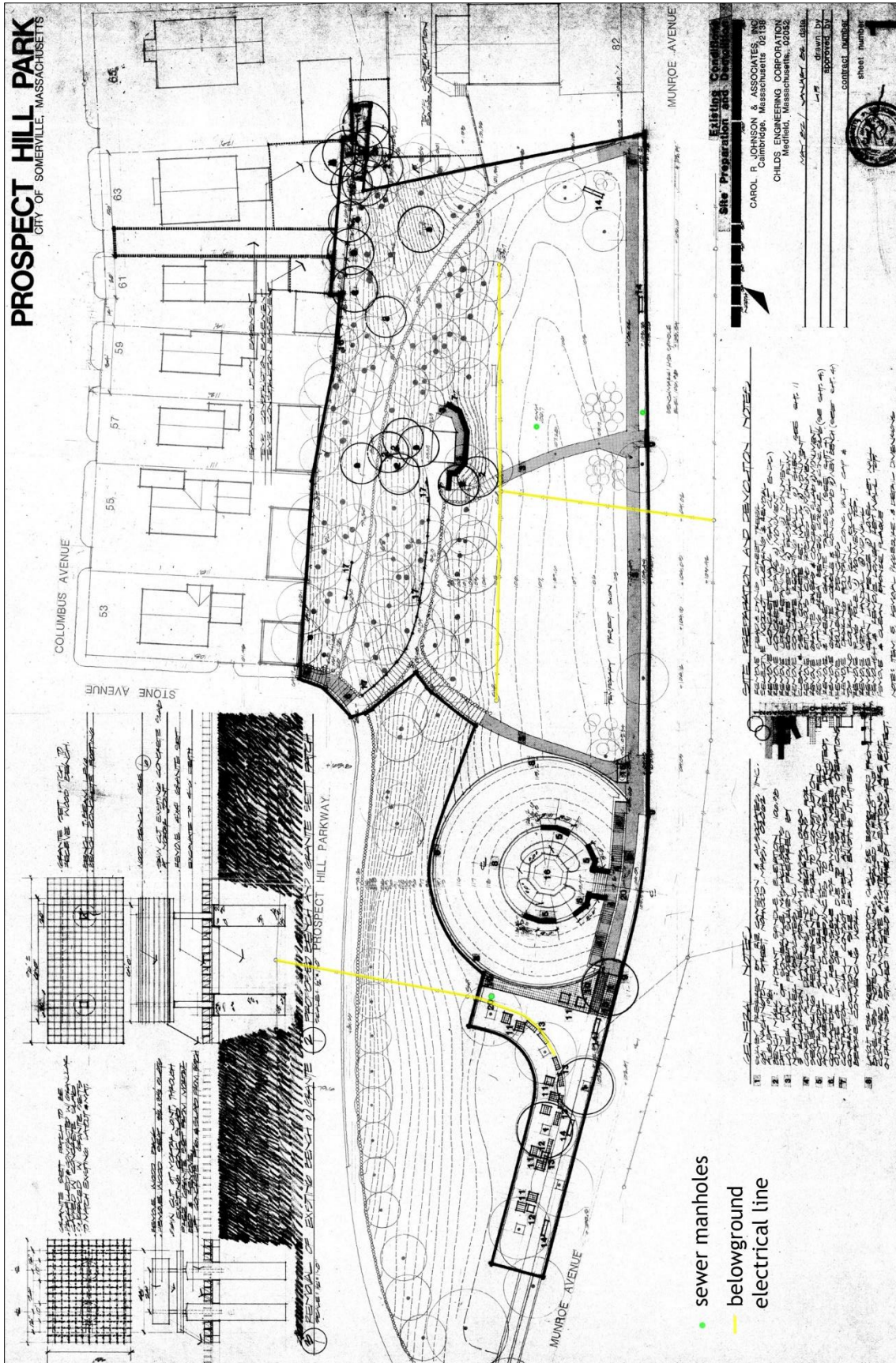


**Photograph 5-9. Drainage pipe in monument stairs, view west.**



**Photograph 5-10. Memorial Flag Tower and Observatory in the early twentieth century before the installation of the concrete base and retaining wall (source: Jones ca. 1918–1920).**





**Figure 5-1. 1982 engineering plan of Prospect Hill Park.**





**Photograph 5-11. Sewer manhole on the west side of the Park, view northeast.**

### **Auger Cores**

Five hand auger cores (A1–A5) were taken to better assess the level of inferred disturbance in specific areas of the Park (Figure 5-2). The cores were shallow, with most encountering extremely compacted soils between 20 and 30 centimeters below surface (cmbs). The high level of soil compaction is attributable to grading and filling episodes associated with the monument’s construction in 1903 and the installation of the concrete retaining wall in the late 1950s.

A1, A2, and A4 were taken in the open lawn areas in the north portion of the Park (see Figure 5-2). All three cores contained a very dark grayish brown (10YR 3/2) fine sandy silt landscaped A topsoil underlain by gravelly, mottled dark grayish brown (10YR 4/2) and olive yellow (2.5Y 6/6) medium sandy silt fill (Figure 5-3). Similar soils were recorded in A3 adjacent to the base of the monument, although the landscaped topsoil extended to 75 cmbs. A5 was taken on the wooded southwest slope of the Park and contained very dark grayish brown (10YR 3/2) fine sandy silt slopewash over what appeared to be a compacted and gravelly light yellowish brown (2.5Y 6/4) fine to medium sandy silt B subsoil. The soils recorded on the slope are consistent with the Newport soil series documented for the Park and suggest some degree of soil integrity in that location.



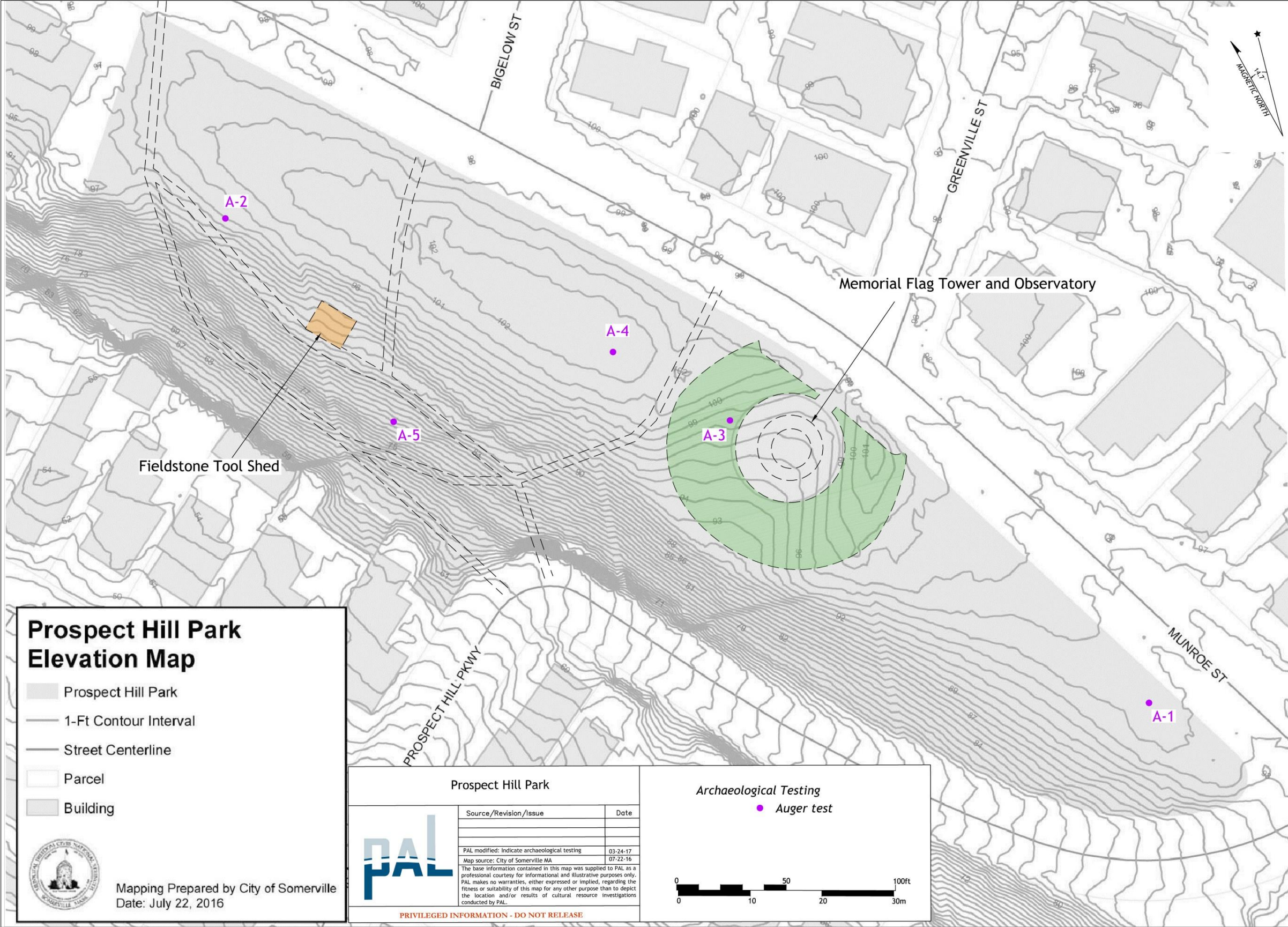


Figure 5-2. Plan of Prospect Hill Park showing the locations of the auger cores.

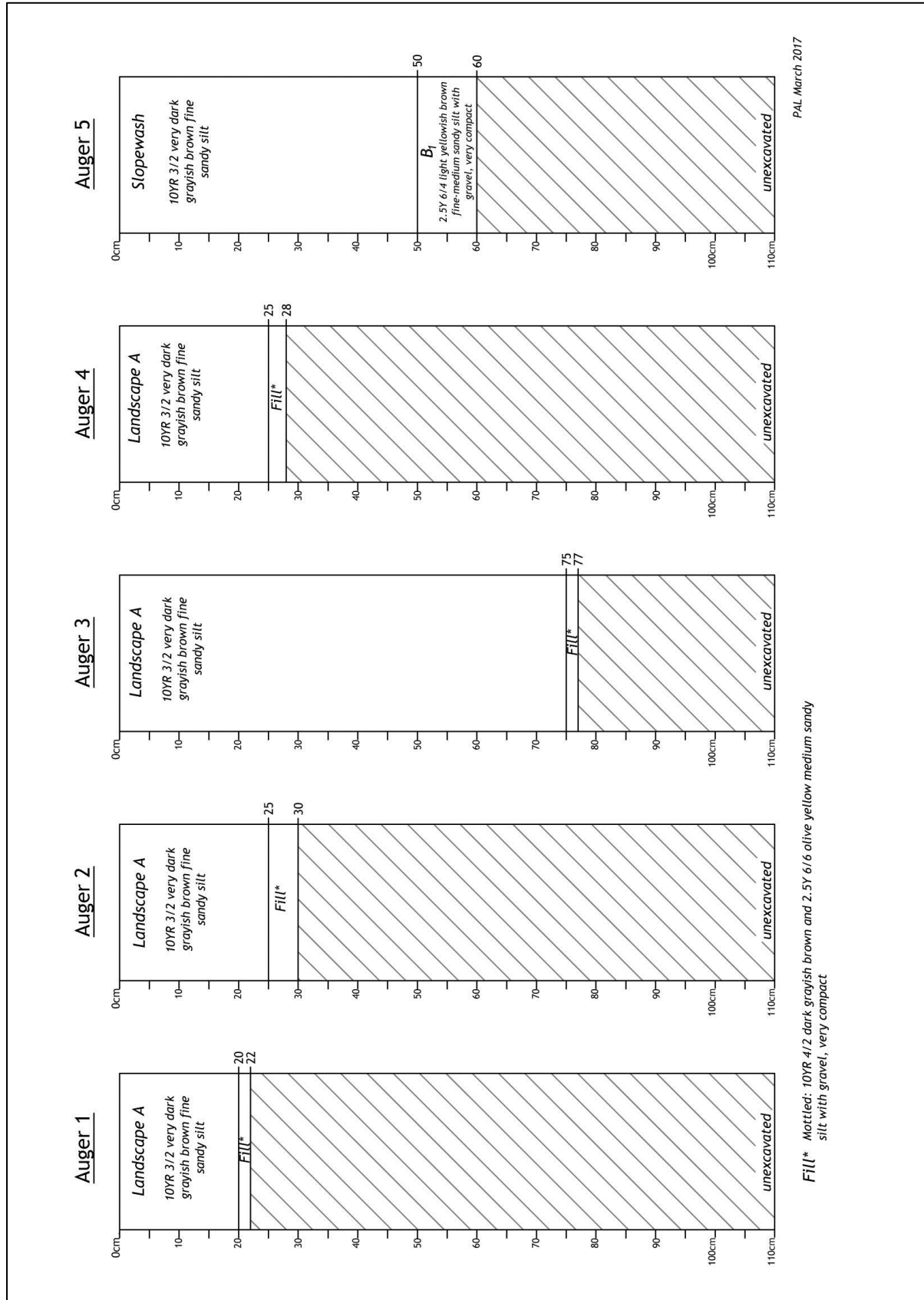


Figure 5-3. Auger core profiles, Prospect Hill Park.



## Archaeological Sensitivity Assessment

### Pre-Contact and Contact Period Archaeological Sensitivity

No pre-contact or Contact archaeological sites have been identified within a 1-mile radius of Prospect Hill Park. By expanding to a 2-mile radius, 10 pre-contact sites and 1 Contact site are captured in Charlestown and Cambridge. Those closest to the Park are the pre-contact Lechmere Point Shellheap (19-MD-171) in Cambridge and the Contact Period Village Site (19-SU-144) in Charlestown. The shellheap was found before 1840 by an amateur naturalist and later recorded by Frederick W. Putnam in 1883. Putnam describes the shellheap as “several inches thick, five to ten feet below the surface” (MHC site form). The exact location of the site (which is presumed to have been destroyed before 1835) is unknown, but is suspected to have been at or near the site of the Middlesex County Courthouse on Third Street in East Cambridge. The village site in Charlestown was identified by construction personnel (and subsequently destroyed) during the construction of Bunker Hill Community College in 1971. According to the MHC site form, the site reportedly contained “many skeletons” and Contact Period artifacts, including English trade goods and English pistols; the location of those artifacts is unknown. The most significant, and most thoroughly documented, of the identified pre-contact resources is the Town Dock Pottery Site (19-SU-59) in Charlestown, which contained evidence of a possible Early Woodland campsite occupied to exploit the estuarine environment prevalent at that time, and the Bunker Hill Site (19-SU-101) in Charlestown consisting of a possible stone tool manufacturing campsite.

Except for the Bunker Hill Site, what is striking about the identified pre-contact resources within 2 miles of the Park is that they are uniformly sited on level, lower-lying terrain adjacent to estuarine river outlets or freshwater ponds. While this pattern may be the result of antiquarian collector and CRM survey bias, it could equally reflect a settlement preference for those environments, especially for larger and more complex sites that have higher archaeological visibility.

While Prospect Hill’s high vantage point overlooking the Charles River to the south has many aesthetic qualities to recommend it, it would have been a less than an ideal pre-contact settlement location, particularly when considering the many more attractive options closer to the river and former estuaries. Too distant from the Charles or Mystic rivers to provide convenient access to either and with no obvious freshwater source, Prospect Hill most likely was a “pass-through” area during the Pre-Contact Period. Even that use is questionable given the location’s steep slope, which could more easily be circumnavigated than crossed. The hill was possibly used as a hunting lookout during the late fall through early spring when the tree canopy was bare or as a lookout to monitor the movements of the suspicious new English arrivals during the Contact Period. In either case, expected resources could include lithic scatters resulting from expedient stone tool production or maintenance (similar to what was found at the Bunker Hill Site) and small hearth features.

The potential for the survival of these resources, however, is compromised by the degree of post-contact landscape disturbances that have occurred in the Park. Documented disturbances include the original construction of the Citadel during the Revolutionary War, the hill’s residential development in the late nineteenth century, site preparation work in advance of the construction of the Memorial Flag Tower and Observatory in 1903, and the retaining wall stabilization of the monument in the 1950s. For these reasons, and because of the compacted and filled nature of the auger profiles, the Park is assessed with low pre-contact archaeological sensitivity (Figure 5-4). Although potentially intact B subsoils were identified in Auger Core 5 in the southwest corner of the Park (see Figure 5-2), the steep slope in that area effectively precludes its archaeological sensitivity.

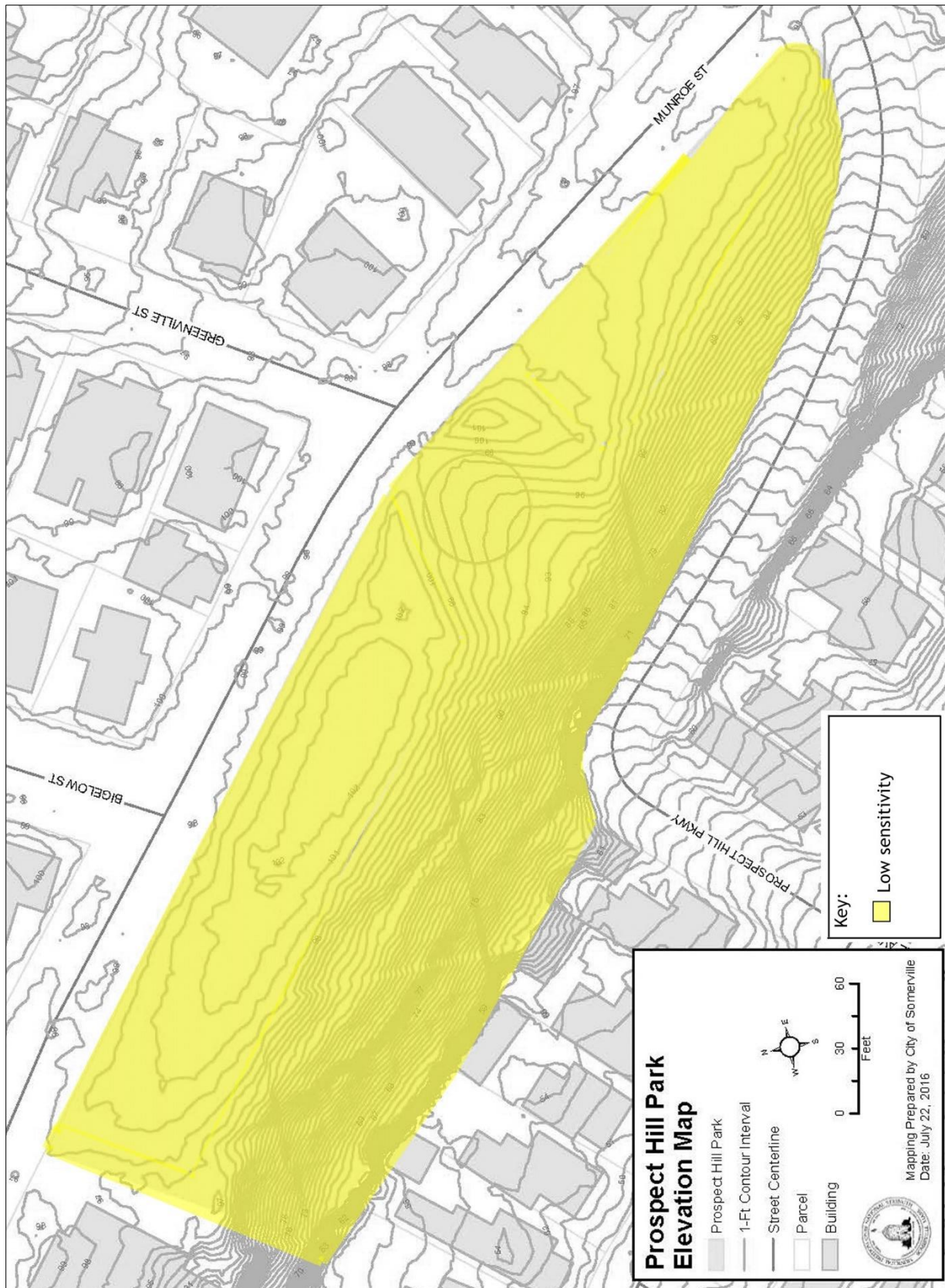


Figure 5-4. Map of Prospect Hill Park showing areas of Pre-Contact and Contact Period archaeological sensitivity.

### **Post-Contact Period Archaeological Sensitivity**

Potential post-contact resources could include military fortifications and material related to the Citadel and the Siege of Boston in 1775–1776. Ground-penetrating radar (GRP) work on Bunker Hill identified the possible outline of the former fortification at the hill’s summit (Hager-Richter Geoscience, Inc. 2001; Kvamme 2003), and limited subsurface excavations conclusively identified an infilled ditch and scarp feature containing eighteenth-century artifacts, including musket balls. Bunker Hill, like Prospect Hill, was extensively mined, graded, and filled throughout the nineteenth and early twentieth centuries (Heitert 2009), so the survival of those features suggests a similar potential for the Park. This potential is underscored by the many soldiers stationed at the Citadel over the 9-month siege, although the encampment proper more likely was sited downslope from the fortification. The use of the Park as a Civil War encampment further suggests the potential for the recovery of personal items (e.g., buttons, ammunition, and smoking pipes) dating to that time.

The Park may also contain belowground foundations related to the Randall and Hutchings houses that fronted Munroe Street after the Civil War, assuming these structures were demolished in place and capped by fill during site preparation work for the monument. More surficial yard features such as fence lines, remnant garden beds, driveways, and trash dumps, however, are unlikely to have survived the landscaping work for the Park at the turn of the twentieth century.

The same site disturbances that have compromised any pre-contact signature in the Park have also likely impacted the post-contact signature, although to a lesser extent. The more intensive use of the hill during the third quarter of the eighteenth century into the early twentieth century, and the comparative robustness of any potential features associated with that use (i.e., structural elements associated with the Citadel and nineteenth-century houses) has resulted in a moderate post-contact archaeological sensitivity assessment for the Park (Figure 5-5). The recovery of smaller-scale personal effects and landscape features in intact soil contexts, however, is considered low.

### **Recommendations**

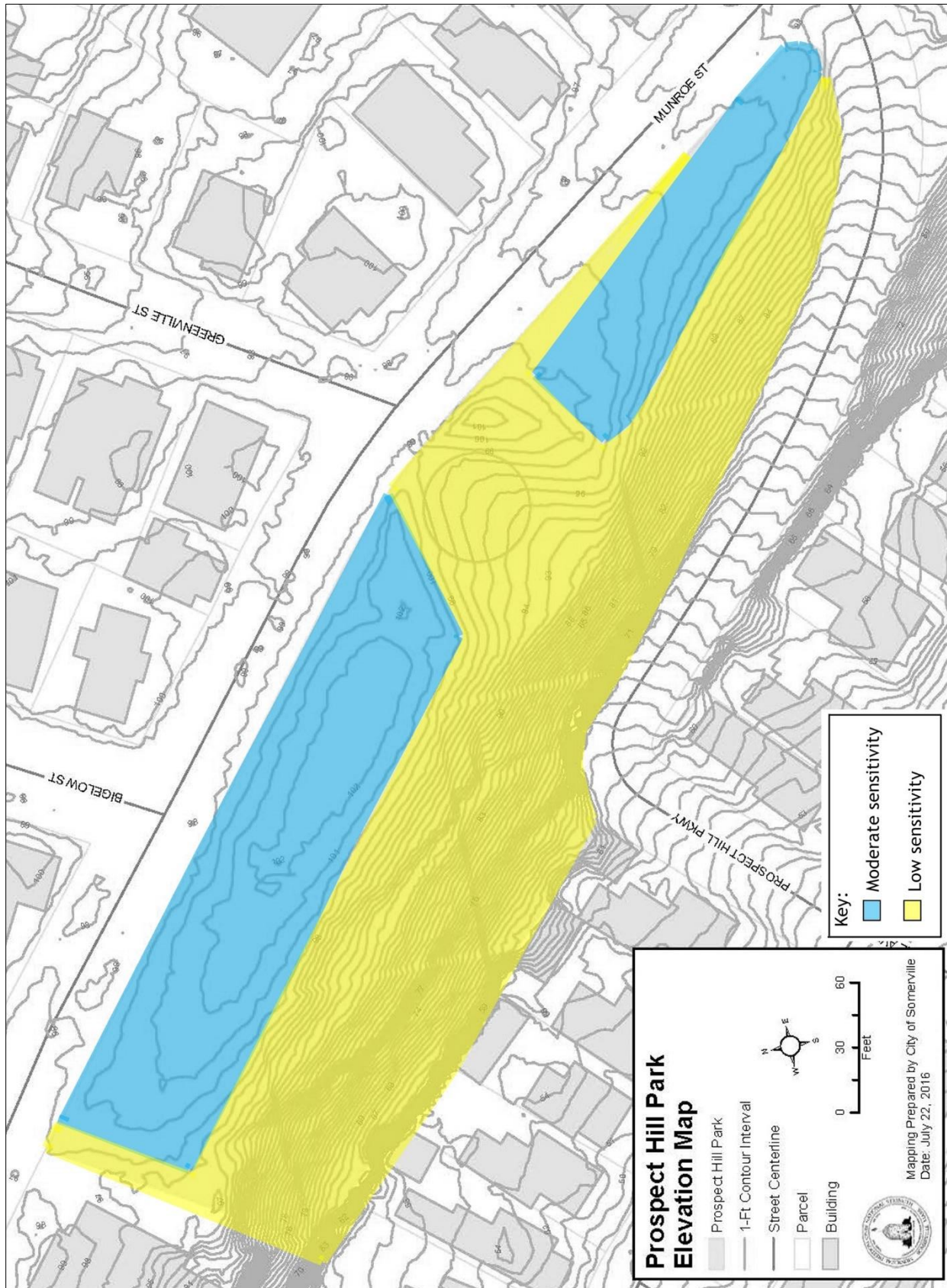
PAL recommends intensive (locational) archaeological survey in advance of any Park improvements that will involve ground disturbance in areas identified as archaeologically sensitive (see Figure 5-5). Examples of such ground disturbances are

- excavations for new or improved landscaping features (e.g., walkways, garden beds, and park benches);
- sewer, electrical, gas, or telecommunication line installations or replacements; and
- grading and filling activities.

PAL recommends that the City of Somerville consult with the MHC for any work that is not listed above or for which the extent and effects of subsurface impacts are unclear.

The purpose of an intensive (locational) archaeological survey would be to locate and identify any potentially significant archaeological resources that may be affected by proposed improvements so that measures can be taken to avoid, minimize, or mitigate adverse effects to those resources. Those areas assigned low archaeological sensitivity are not recommended for intensive (locational) archaeological survey in advance of proposed ground disturbances.







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**APPENDIX B**  
**City's General Terms and Conditions**

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

**ARTICLE 1  
DEFINITIONS**

**1.1. In General.**

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

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

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

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

**1.2. Definitions.**

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

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

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

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

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

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

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

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

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

some portion of the Work.

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

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

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

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

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

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

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

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

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

**ARTICLE 2**

**THE DESIGN PROFESSIONAL'S RESPONSIBILITIES**

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

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

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

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

### ARTICLE 3

#### SCOPE OF THE DESIGN PROFESSIONAL'S BASIC SERVICES

##### **3.1. IN GENERAL.**

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

**3.1.1.1.** those services identified below within the different phases;

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

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

**3.1.1.2.2** for park/playground projects, all surveys (unless provided by the **City**), lighting consultants, independent cost estimators (if specified in the RFP)

and normal structural, mechanical, electrical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments);

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

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

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

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

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

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

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

**3.1.2.1.** Record Keeping.

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