

CITY OF EVERETT, MASSACHUSETTS



REQUEST FOR QUALIFICATIONS

OWNER PROJECT MANAGEMENT SERVICES EDWARD G. CONNOLLY CENTER UPGRADES

RFQ NUMBER: PLD-26-86

DATE: FEBRUARY 4, 2026

RESPONSES DUE: WEDNESDAY, FEBRUARY 25, 2026 AT 12:00 PM

1.0 INTRODUCTION

The City of Everett (the “City”) is requesting qualification statements from firms interested in providing Owner Project Management (OPM) Services to the City. These services will include representing the City on a design and construction project with particular focus on management of quality, cost, and schedule.

While the immediate focus is on improvements to the Edward G. Connolly Center, the City may also use this RFQ as its qualifying document for related municipal building projects, as further described in the section “Use of RFQ for Future Projects.”

2.0 BACKGROUND

The City of Everett, located just north of Boston in Middlesex County, Massachusetts, is a vibrant and diverse urban community of approximately 50,000 residents. Blending historic charm with ongoing development, Everett continues to invest in infrastructure and public services to enhance quality of life.

The Edward G. Connolly Center is a multi-purpose community hub located in Everett, Massachusetts, which includes the Everett Senior Center and a Veteran's Affairs office. It serves as a vital resource for local seniors by offering programs and a place for socialization to combat

loneliness, and historically, it is a former armory. The center's function is focused on serving the senior community through the City's Council on Aging, providing activities, and serving as a government service hub.

3.0 QUALIFICATION REQUIREMENTS FOR OWNER'S PROJECT MANAGERS

The City of Everett will require, as a minimum, that individuals and firms wishing to respond to this RFQ possess the qualifications stated in Section 44A ½ of Chapter 149, that is, professional registration in architecture or engineering with 5 years of experience in the construction and supervision of the construction of buildings, or for those not registered, at least 7 years of experience. Each Respondent must designate an individual who will serve as the Project Director. The Project Director shall be certified in the Massachusetts Certified Public Purchasing Officer Program (the "MCPPO") as administered by the Inspector General of the Commonwealth of Massachusetts.

4.0 PROJECT DESCRIPTION

The City of Everett is seeking the services of an experienced Owner's Project Manager (OPM) to represent the City during the facility condition assessment and feasibility study, as well as the schematic design phases of the proposed project. Subject to City Council approval and continued funding authorization, the contract with the selected OPM may be amended to extend through subsequent phases of the project, including design development, construction documentation, bidding and award, construction, and final closeout.

The Edward G. Connolly Center requires significant building upgrades to ensure safety, efficiency, and long-term usability. Known issues include roof deterioration, deficiencies in the heating and cooling systems, façade envelope concerns, and needed interior improvements. At this stage, the extent of roof work (repair versus full replacement) has not yet been determined. The facility condition assessment and feasibility study will be critical in evaluating existing conditions and developing design options with associated cost estimates to guide decision-making.

The City's objective is to engage an OPM firm with the expertise to provide comprehensive project management services, including the preparation and administration of a Request for Qualifications (RFQ) for design services. The OPM will support the City in overseeing the assessment and feasibility study process, coordinating with the selected design team, and ensuring the successful planning and execution of upgrades to the Edward G. Connolly Center.

5.0 USE OF RFQ FOR FUTURE PROJECTS

This RFQ shall serve as the City's qualifying document for Owner's Project Management services related to the Edward G. Connolly Center and other municipal building projects, including but not limited to community centers, administrative buildings, and public safety facilities. The City reserves the right to engage the selected firm for additional scopes of work by requesting a price proposal and negotiating a contract amendment, subject to City Council approval and funding authorization. All such engagements will be conducted in accordance with Massachusetts General Laws Chapter 149 and the Designer Selection Law (M.G.L. c. 7C, §§ 44–58).

6.0 SELECTION OF OWNER'S PROJECT MANAGER

6.1 Overview

The City of Everett is seeking qualifications from firms and their staff with demonstrated experience providing owner representation services on municipal design and construction projects. Preference will be given to firms with a track record in the construction, renovation, or

modernization of public facilities such as community centers, administrative buildings, public safety facilities, and other civic infrastructure.

The selected Owner's Project Management (OPM) firm will work directly for the City, assisting with the coordination of all required pre-design, design and construction tasks to ensure the successful planning and execution of improvements to the Edward G. Connolly Center and other related scopes. This RFQ may also serve as the City's qualifying document for immediate engagement of the selected firm to provide price proposals on future municipal building projects as they arise.

6.2 Scope of Services

The City anticipates the following scope of Owner Project Manager services: participation in, designer selection, consider the potential use of a Construction Manager at Risk (CM-at-Risk) project delivery method, providing advice and consultation with respect to design, design process management and communication leadership; general contractor and subcontractor prequalification; early problem identification and resolution; technical design document review (code compliance, building technology, and constructability); cost estimating; value management; scheduling and phasing; construction planning; bid process coordination, review and award recommendation; MBE/WBE compliance monitoring; field observation; management of owner's testing programs; evaluation of proposed changes; dispute resolution, requisition review; certified payroll verification and wage rate compliance monitoring; quality assurance; contractor safety monitoring; FF&E procurement and installation management; project closeout including commissioning management; post occupancy review and assisting in preparation of written evaluations of the performance of the design professional, contractors, and subcontractors.

In addition to the general OPM responsibilities listed above, the selected OPM must fulfill the following grant-specific obligations as required under the EmPower Grant contract:

1. Community-Engaged Design & Technical Development

The OPM shall lead a community-engaged design process and oversee the technical work necessary to complete engineering and construction plans for the Connolly Center redesign. This work is intended to address barriers related to design and engineering and position the City to pursue additional funding for clean energy and resilience measures.

2. Public Planning Sessions

The OPM shall assist the City in conducting three to four public planning sessions to present design concepts, gather resident feedback, and ensure community input is incorporated into the Connolly Center redesign.

3. Documentation & Reporting

The OPM shall support all documentation, reporting, and compliance activities required under the EmPower Grant, including coordination with City staff and submission of materials necessary to maintain grant eligibility.

This project will require immediate attention to Pre-Design activities including assisting with drafting of a Designer Request for Qualifications, development of a conceptual budget and schedule including an anticipated cash flow for the overall project.

6.3 Evaluation Criteria

In addition to the minimum requirements set forth above, the following criteria will be used to evaluate Statements of Qualifications:

- Prior experience of the firm and individuals proposed to serve as Owner’s Project Manager on comparable municipal/public projects involving close coordination between the designer, constructor, and owner from the initial design stages through project completion and close-out.
- Demonstrated success in achieving favorable project outcomes with respect to cost, schedule, and quality goals, supported by positive municipal/public owner references.
- Thorough knowledge of all public design and construction statutes applicable to the City, including Massachusetts Prevailing Wage Laws, the Massachusetts State Building Code, regulations of the Massachusetts Architectural Access Board, and the Americans with Disabilities Act.
- Extensive experience with public projects in Massachusetts of comparable scope and complexity.
- Prior experience of specific staff members proposed, including their availability, their capacity to manage architect and construction management teams, and their ability to perform high-quality work within defined budget and schedule limits.
- Geographic proximity or ability to travel to the project site and/or remote meeting locations.
- Compliance with statutory qualifications under M.G.L. c. 149 §44A½: registration in the Commonwealth of Massachusetts as an architect or professional engineer with at least five (5) years of relevant experience, or, for those not registered, at least seven (7) years of relevant experience in the construction and supervision of buildings.
- At least ten (10) years of prior experience providing OPM services to public entities in the Commonwealth of Massachusetts, including experience on at least three (3) public construction projects of similar type, scope, and complexity successfully completed within the past five (5) years.
- Ability to obtain and maintain insurance as required by the Agreement with the City, including but not limited to professional liability insurance with a minimum policy limit of \$1,000,000 covering errors, omissions, and negligent acts of the OPM and any person or entity for whose performance the OPM is legally liable.
- Commitment to Diversity, Equity, and Inclusion, including experience promoting MBE/WBE business enterprise goals and active participation in promoting workforce equal access and opportunity.

6.5 Evaluation and Award Process

All relevant information submitted by the firm will be used to rate its response. Statements of Qualifications will be evaluated by a committee consisting of staff of the City and will be assigned ratings of “Highly Advantageous,” “Advantageous,” “Not Advantageous,” or “Unacceptable.”

One or more respondents whose Statements of Qualifications demonstrate the most comparable prior successful experience and the deepest understanding of the challenges of the project described herein may, at the discretion of the City, be invited for an in-person interview. At that time, additional project documents will be provided for comment and discussion. A format will be provided in advance.

The rating shall be based on the criteria listed in Section 6.3, grouped into the categories identified in Section 6.6, and totaled according to the points assigned for each response rating.

6.6 Response Ratings

The City will evaluate all Statements of Qualifications based on the criteria outlined in this RFQ. Each submission will be rated according to the following scale:

- **Highly Advantageous (4 Points):** The response fully meets and exceeds the City's requirements. The firm demonstrates exceptional qualifications, extensive relevant experience, and a clear, detailed management plan that strongly supports successful project delivery.
- **Advantageous (3 Points):** The response meets the City's requirements. The firm demonstrates solid qualifications and relevant experience, with a clear management plan that supports successful project delivery.
- **Not Advantageous (2 Points):** The response partially meets the City's requirements. The firm demonstrates limited qualifications or experience, and the management plan lacks sufficient detail or clarity.
- **Unacceptable (0 Points):** The response fails to meet the City's requirements. The firm does not demonstrate adequate qualifications, relevant experience, or a coherent management plan.

Responses will be evaluated against the following categories:

1. Approach & Management Plan – Quality of the firm's proposed approach to schedule, budget, quality, and coordination for municipal/public projects.
2. Staffing Plan & Key Personnel – Experience, availability, and qualifications of proposed team members, including compliance with M.G.L. c. 149 §44A½ requirements.
3. Relevant Project Experience – Demonstrated success on municipal/public projects, including Chapter 149 and Chapter 149A work, and expedited delivery systems.
4. References – Strength and relevance of references provided for comparable projects.
5. Sub-consultants & Collaborators – Qualifications and roles of any proposed sub-consultants or collaborating firms.
6. Cost Policies – Clarity and reasonableness of billing rates, reimbursables, and expense practices.

6.7 Interviews/Additional Information.

The City reserves the right to conduct or waive interviews of the top three ranked OPM firms. Interviews, if conducted, will be held with the actual key staff proposed to manage the project. The purpose of the interview is to assess presentation and communication skills, confirm the firm's understanding of the City's project needs, and evaluate the ability of the proposed team to work collaboratively with municipal stakeholders.

Interview performance will be rated according to the following scale:

- **Highly Advantageous (4 Points):** Firm demonstrates excellent presentation and communication skills by the actual key project staff. The team conveys a clear and comprehensive understanding of the City's project needs and demonstrates strong ability to collaborate effectively with municipal stakeholders.

- **Advantageous (3 Points):** Firm demonstrates satisfactory presentation and communication skills by the actual key project staff. The team conveys an adequate understanding of the City’s project needs and demonstrates ability to collaborate with municipal stakeholders.
- **Not Advantageous (2 Points):** Firm demonstrates poor presentation or communication skills, does not present the actual key project staff, or conveys only a limited understanding of the City’s project needs.
- **Unacceptable (0 Points):** Firm does not respond to the City’s request for an interview or fails to adequately answer questions posed during the interview.

6.8 Rejection of Responses

The City may disqualify any Response it determines to be unresponsive, including, but not limited to:

- Responses determined to be non-responsive to any material requirement of this RFQ.
 - Responses that fail to meet the Minimum Requirements listed in this RFQ.
 - Responses that are received after the submission deadline.
 - Responses in which proposers misrepresent services or provide demonstrably false information.
 - Responses from a firm currently debarred by any agency of the State or Federal government or that identify a sub-consultant currently subject to State or Federal debarment order or determination.
- 1) After ranking all Respondents per the previous subsection, the Owner will request a detailed fee proposal from the first-ranked firm, with cost estimates for each significant category of the planned project. For any costs based on third-party services, the firm will provide supporting documentation for such cost estimates.
 - 2) The City commence fee negotiations with the first-ranked selection.
 - 3) If the City is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
 - 4) The City may include its provisions to re-advertise if less than three responses are received or to re-advertise if fee negotiations fail.

The following is a tentative schedule of the selection process, subject to change at the City’s discretion.

February 4, 2026	RFQ appears in Central Register of the Commonwealth of Massachusetts and The Everett Independent and/or The Advocate newspaper.
February 11, 2026 at 11AM	90 Chelsea St, Everett, MA 02149
February 19, 2026 at 4PM	Last day for questions from Respondents at 4:00PM

February 25, 2026 at 12PM	Responses Due at 12:00PM
March 4, 2026	Respondents short-listed
Week of March 9th	Interview short-listed Respondents
Week of March 16th	Negotiate & Contract Award with selected Respondent

All questions concerning this RFQ must be submitted in writing by **4:00 p.m. on February 19, 2026** to the contact listed below:

Kiara M. Freeman, Chief Procurement Officer
City of Everett
484 Broadway, Room 14
Everett, MA 02149
617-394-2288
Kiara.freeman@ci.everett.ma.us

Sealed responses, to the RFQ for OPM services must be clearly labeled:

“Owner’s Project Management Services for PLD-26-86 Connolly Center Upgrades,” must be delivered to:

Kiara M. Freeman, Chief Procurement Officer
City of Everett
484 Broadway, Room 14
Everett, MA 02149
617-394-2288
Kiara.freeman@ci.everett.ma.us

no later than 12:00 p.m. on Wednesday, February 25, 2026. The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

7. Requirements for content of response:

Submit eight (8) hard copies of the response to this RFQ and one (1) electronic version in PDF format on USB Flash Drive. All responses shall be:

- In ink or typewritten;
- Presented in an organized and clear manner;
- Must include all required Attachments and certifications;
- Must include the following information:

7.1(a) Project Contact Form

Responses must clearly identify and prominently display the name, title, email address and telephone number of the individual who will serve as the contact for all communications with

the City with respect to this Request for Qualifications and Proposals during the evaluation process by completing **Attachment 1 – Project Contact Form** and including it as the first page of the submission package.

7.2(b) Cover Letter

The cover letter must identify the proposing firm or individual, including the full names of the responding individual or entity, and its office mailing address, telephone number, and facsimile number and email address. Responses must identify and prominently display the name, title, email address and telephone number of an individual who will serve as the contact for all communications with the City with respect to this request during the evaluation process.

7.2(c) Statements of Qualifications

- A synopsis of the firm’s approach to delivering project management services and successfully accomplishing complex municipal projects. This should include experience with the construction, renovation, or modernization of public facilities such as community centers, administrative buildings, and public safety facilities. The statement of qualifications shall provide a thoughtful, coherent management plan that describes in detail the OPM’s proposed approach to schedule management, budget management, quality management, and coordination.
- Propose a staffing plan to deliver the required scope of services.
- Identify specific project experience as Owner’s Project Manager on comparable municipal or institutional facilities, with current references and contact information.
- Identify specific project experience as Owner’s Project Manager with expedited project delivery systems, involving close coordination of Designer, Consultants, and Construction Firm during all phases of the project, with references and contact information.
- Identify specific project experience as Owner’s Project Manager on public construction in Massachusetts, including experience with Chapter 149 and Chapter 149A projects.
- Provide resume(s) of the proposed key individual(s). Individuals must possess the qualifications stated in Section 44A½ of Chapter 149, that is, professional registration in architecture or engineering with five (5) years of experience in the construction and supervision of the construction of buildings, or for those not registered, at least seven (7) years of experience. Please note that the Owner requires that the key team members identified in the responding firm’s proposal be the individuals who render services under the Agreement, and such individuals must be fully available to devote the time and attention necessary to ensure timely and complete delivery of required services.
- Identify any firms or individuals not part of the respondent’s firm who will be collaborating. For each such firm, provide a detailed description of their anticipated role, and a complete resume and description of the length and substance of their experience.
- Identify and describe experience with any proposed sub-consultants to the OPM, if any.
- Provide standard hourly billing rates for each key personnel classification.
- Describe the firm’s policy and practice with respect to reimbursable charges, travel costs, and any other costs to the City for OPM services. City of Everett Vendor Expense Reimbursement Guidelines are attached for reference as Exhibit 2.

8. Payment Schedule and Fee Explanation:

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, estimated construction cost, comparison with past project fees, and other considerations. As construction cost is but one of several factors,

a final construction figure in excess of the initial construction estimate will not, in and of itself, constitute a justification for an increased OPM fee.

9. Other Provisions

A. Public Record

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

B. Waiver/Cure of Minor Informalities, Errors and Omissions

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

C. Communications with the Owner

The Owner's Procurement Officer and contact for this RFQ is:

Kiara M. Freeman, Chief Procurement Officer
City of Everett
484 Broadway, Room 14, Everett, MA 02149
617-394-2288
Kiara.freeman@ci.everett.ma.us

Respondents that intend to submit a response are prohibited from contacting any of the Owner's staff other than the Procurement Officer. An exception to this rule applies to Respondents that currently do business with the Owner, but any contact made with persons other than the Procurement Officer must be limited to that business, and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the Owner's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

D. Costs

The City will not be liable for any costs incurred by any Respondent in preparing a response to this RFQ or for any other costs incurred prior to entering into a Contract with an OPM approved by the City.

E. Withdrawn/Irrevocability of Responses

A Respondent may withdraw and resubmit their response prior to the deadline. No withdrawals or re-submissions will be allowed after the deadline.

F. Rejection of Responses, Modification of RFQ

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

G. Subcontracting and Joint Ventures

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

H. Validity of Response

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

FURTHER INFORMATION

The City encourages all interested Respondents to carefully review the materials provided in this RFQ, including all attachments and referenced documents. The following additional information is provided to assist in the preparation of responses:

- Any amendments, clarifications, or responses to written questions will be issued via addendum and posted on the City of Everett's website. It is the responsibility of each Respondent to check the website regularly for updates.
- The Owner reserves the right to request additional information or clarifications from Respondents, to waive informalities, and to reject any or all submissions in the best interest of the City.
- This RFQ is subject to M.G.L. c. 149, § 44A½.
- The City encourages participation from Minority- and Women-Owned Business Enterprises (MBE/WBE) and firms with demonstrated experience working with diverse communities.

Attachments:

Attachment 1: Required Certifications/Forms

Attachment 2: Project Contact Sheet

Attachment 3: Condition Assessment – Informational Purposes

Exhibits:

Exhibit 1: OPM Agreement

Exhibit 2: City of Everett Vendor Reimbursement Guidelines

ATTACHMENT 1

Required Certifications

<p style="text-align: center;">CERTIFICATIONS REQUIRED BY LAW FOR PUBLIC CONSTRUCTION CONTRACTS</p>
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You must **COMPLETE** and **SIGN** the following certifications. You must also print, at the bottom of this page, the name of the contractor for whom these certifications are submitted.

TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

NON-COLLUSION

The undersigned certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

PUBLIC CONTRACTOR DEBARMENT

The undersigned certifies under penalty of perjury that the below named contractor is not presently debarred from doing public construction work in the commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

COMPLETE AND SIGN BELOW:

Authorized Person's Signature

Date

Print Name & Title of Signatory

Name of Contractor

CERTIFICATE OF CORPORATE AUTHORITY (if applicable):

I, _____ certify that I am the _____ of the
corporation named as Bidder in the Bid included herein, that _____, who signed
said Bid
on behalf of the Bidder was then _____ of said corporation, that I know
his
signature, that his signature thereon is genuine and that said Bid was duly signed, sealed and
executed for
and in behalf of said corporation by authority of its governing body.

(Corporate

Seal)

(Secretary-Clerk)

(Signature of authorized individual submitting proposal)

(Printed Name)

(Name of Proposer)

(Date)

ATTACHMENT 2
CITY OF EVERETT
OWNER PROJECT MANAGEMENT SERVICES

CONTACT FORM
CITY OF EVERETT PROJECT # PLD-26-86

Please attach one copy of this form to the front of your submission package. This form should be prominently displayed, clearly identifying the individual who will serve as the contact for all communications with the City of Everett with respect to this Request for Qualifications during the evaluation process.

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____

TITLE: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

EXHIBIT 1

**CITY OF EVERETT
OWNER PROJECT MANAGEMENT SERVICES**

OPM AGREEMENT

CITY OF EVERETT, MASSACHUSETTS



AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN OWNER AND OWNER'S PROJECT MANAGER

This AGREEMENT is made and entered into as of the ___ day of _____ 20___, by and between the Owner and the Owner's Project Manager in connection with the Project, all as defined below.

Owner:

**City of Everett, Massachusetts
484 Broadway
Everett, Massachusetts 02149**

Owner's Project Manager:

Project:

(City of Everett Project No. _____)

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In consideration of the mutual agreements and covenants of the Owner and the Owner's Project Manager (the "OPM") (collectively, the "Parties") set forth herein, the Parties hereby agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 The OPM shall timely perform, in accordance with the terms and conditions set forth in this Agreement, the services described in **Exhibit A** (the "Scope of Services"), which attached hereto and made a part hereof in its entirety. The OPM shall also perform such additional services as may from time to time be requested by the Owner and authorized in writing. It is intended that the services of the OPM required hereunder shall include complete Owner's representation services in connection with all aspects of the Project as mandated by M.G.L. c. 149, § 44A1/2, including, but not limited to, participation in the Owner's designer selection process, providing advice and consultation to the Owner with respect to design, design process management and communication leadership; general contractor/construction manager and trade contractor/subcontractor prequalification; early problem identification and resolution; technical design document review (code compliance, building technology, and constructability); cost estimating; value engineering; project scheduling and phasing; construction planning; bid process coordination, review and award recommendation; MBE/WBE compliance monitoring; field observation; management of Owner's testing programs; evaluation of proposed changes; dispute resolution, requisition review; certified payroll verification and wage rate compliance monitoring; quality assurance; contractor safety monitoring; FF&E procurement and installation management; project closeout including commissioning management; post occupancy review and assisting in preparation of written evaluations of the performance of the design professional, contractors, and subcontractors.

1.2 In the performance of its obligations hereunder, the OPM accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The OPM covenants with the Owner to furnish its best professional skill, judgment, and attention in furthering the interests of the Owner in connection with the Project. The Project Manager shall perform its services under this Contract with no less than that degree of skill and care ordinarily exercised by similarly situated professional on projects of similar size, scope, and complexity as the Project.

1.3 The OPM shall report to Owner's Chief Procurement Officer or Project Manager identified by the Owner in writing.

1.4 The OPM warrants and represents to the Owner that it has fully, accurately, and truthfully represented the qualifications and skill of the OPM, its subconsultants, agents, and employees in the statements of qualifications and/or proposal submitted by the OPM and in all communications with the Owner relative to this Agreement and the Project and the services to be performed hereunder by the OPM.

1.5 If the Owner requests the OPM to perform additional services beyond the Scope of Services hereunder, the OPM shall perform such additional services only upon obtaining written authorization from the Owner and mutual agreement as to the amount of compensation for such additional services.

1.6 The OPM's services shall be performed at the OPM's home offices and the Project site. If, at the sole discretion of the Owner, a continuous on-site presence is required for the Project, the Owner shall provide the OPM with office space and basic office furnishings at or near the Project site. The OPM shall be responsible for any additional office furnishings, equipment (including computers and printers), communications (telephone and internet access), and supplies unless otherwise agreed to by the Owner.

1.7 Nothing in this Agreement shall be construed as an assumption by the OPM of the responsibilities or duties of the construction contractor or the designer. The OPM's services shall be rendered compatibly and in coordination with the services provided by the construction contractor and the designer. It is not intended that the services of the OPM and designer be competitive or duplicative, but rather complementary. The OPM shall be entitled to rely upon the designer and construction contractor for the proper performance of their obligations pursuant to their respective contracts with the Owner.

1.8 The OPM has designated the individuals listed in **Exhibit B** attached hereto to be assigned to the Project and have overall responsibility for the delivery of services and completion of the Project in accordance with this Agreement. The OPM's staff assigned to the Project shall be qualified for the responsibilities assigned to them and shall be available to devote the time and attention necessary to ensure complete and timely delivery of all services hereunder. The OPM shall not replace any staff assigned to the Project without the Owner's prior written approval, which approval shall not be unreasonably withheld. The OPM shall also designate one individual as the authorized representative to bind the OPM with respect to contract modifications and other legal matters. The Owner shall have the right to require the OPM to replace any personnel assigned to the Project for reasonable cause.

1.9 The OPM shall report to the Owner any act or inaction in connection with the Project which the OPM believes creates, or may create, a substantial or imminent risk of personal injury or damage to property. Notwithstanding the immediately preceding sentence, the OPM shall not assume responsibility for safety precautions and programs in connection with the Project, which shall be the sole responsibility of the construction contractor.

1.10 The OPM shall request that the Owner provide any information available to the Owner that is necessary for the OPM to provide the services required hereunder.

1.11 The OPM's authority is limited to provisions of this Agreement and shall not include authority to: (i) authorize deviations from the contract documents that comprise the contract; (ii) approve substitute materials or equipment; (iii) personally conduct or participate in tests or third party inspections except as authorized in writing by the designer; (iv) assume any of

the responsibilities of the designer, construction contractor, commissioning agent, or trade contractor except as specifically required under this Agreement.

ARTICLE 2 TIME FOR PERFORMANCE

2.1 The OPM shall commence performance of its services as of the date of this Agreement or on the date fixed by the Owner in a written notice to proceed. All services performed by the OPM prior to the date of this Agreement shall be subject to and deemed to have been performed pursuant to the terms and conditions of this Agreement. The OPM shall perform its services as expeditiously and in conformance with the Owner-approved project schedule. The OPM shall perform its services in coordination with the designer, construction contractor, and the Owner's other consultants, contractors, or suppliers engaged in connection with the Project.

2.2 Time is of the essence of the Project and this Agreement.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 Upon satisfactory completion of services required to be performed by the OPM under this Agreement, the Owner shall make payments to the OPM in accordance with the provisions hereof.

3.2 The Owner shall endeavor to require the construction contractor and the designer to comply with their respective contract obligations and to perform their services in cooperation and coordination with the Owner's Project Manager.

3.3 The Owner shall provide timely information with respect to its requirements relative to the Project schedule and the Project budget, and shall further give timely notice to the OPM of any changes or modifications to the same.

3.4 The Owner shall furnish to the OPM information in the possession of the Owner that is relevant and necessary for the OPM to perform its services hereunder. The Owner's Project Manager shall thoroughly review all information provided by the Owner and shall be entitled to reasonably rely upon the information furnished, provided that the Owner's Project Manager shall promptly notify the Owner in writing of any omissions, gaps, or other deficiencies in such information that the Owner's Project Manager becomes aware of as a result of its review thereof.

ARTICLE 4 SUBCONSULTANTS

4.1 The OPM may employ subconsultants, subject to the prior written approval of the Owner, in order to perform services under this Agreement. If required by the Owner, the OPM shall obtain statements of qualifications and proposals (technical and fee) from no fewer than three (3) proposed subconsultants and shall recommend to the Owner in writing the subconsultant to be selected. The employment of subconsultants shall not in any way relieve the OPM from its responsibilities under this Agreement. Nor shall the Owner's approval of a subconsultant in any way relieve the OPM from its responsibilities under this Agreement.

4.2 Upon request, the OPM shall provide the Owner copies of its agreements with subconsultants, including amendments thereto, and shall consult with the Owner with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the subconsultants.

4.3 No substitution of subconsultants and no use of additional subconsultants shall be made without prior written approval of the Owner, which approval shall not be unreasonably withheld.

4.4 No subconsultant to the OPM shall have recourse against the Owner for payment of monies alleged to be owed to the subconsultant by the OPM, and the OPM shall include in all contracts with its Subconsultants language so providing.

ARTICLE 5 COMPENSATION AND PAYMENT

5.1 The OPM's compensation for timely and satisfactory performance of the Scope of Services described in this Agreement shall be in accordance with this Section and does not include compensation for reimbursable expenses that will be paid pursuant to Section 5.4 or for additional services beyond the Scope of Services listed in **Exhibit A** attached hereto. The OPM shall be compensated on an hourly basis, using the hourly billing rates for its employees assigned to the Project as set forth on **Exhibit B**, attached hereto, up to the maximum not-to-exceed fee set forth in the Compensation Schedule attached hereto as **Exhibit C**. The OPM's compensation shall also be allocated to the phase of work on the Project in accordance with **Exhibit C**, and may not be adjusted or reallocated between phases without the prior written consent of the Owner.

5.2 The OPM shall submit to the Owner separate monthly written invoices for fees for services rendered and reimbursable expenses incurred. The OPM's statements shall include a description of the services performed for the payment period (which shall be no less than one calendar month) and shall be in such form and detail and with such supporting data as the Owner may reasonably require, including a statement explaining any substantial deviation from the OPM's anticipated work schedule, staffing plan and costs. Payment shall be due within forty-five (45) days after the Owner receives a proper statement. No payment made hereunder shall

constitute or be construed as final acceptance or approval of that part of the services to which such payment relates or relieve the OPM of any of its obligations hereunder with respect thereto. The method of calculation for invoiced amounts shall be hours worked as shown on the timesheets multiplied by the employee's hourly billing rate listed in **Exhibit B**. If the Project is implemented in multiple phases, the Owner shall issue separate purchase orders for each phase of the Project. In no instance shall invoices be presented or paid for subsequent project phases of work prior to the issuance of a purchase order for that phase by the Owner.

5.3 In the event that additional services are required due to additional Owner-approved scope changes, the scope and fee for additional services shall be negotiated between the Owner and the OPM and reflected in a written amendment to this Agreement, in the form attached hereto as **Exhibit D**, or in an Owner-issued purchase order, and signed by authorized representatives of both the Owner and the OPM. The hourly rates shall be consistent with those set forth in **Exhibit B** hereto. In no case shall the OPM proceed with additional services without prior written authorization from the Owner that sets for the scope of additional services and the associated fee. Additional services may include, but may not be limited to, cost estimating, additional field representation, additional consultant services, and FF&E coordination. These services are to be provided on an as-needed basis as approved by the Owner, and will be invoiced as set forth above. Additional services involving the engagement of additional consultants shall be limited to a markup of cost plus five percent (5%).

5.4 Reimbursable Expenses. Travel to the Project site, overnight mail and messenger services, cell phones, and printing of construction plans and specifications shall be reimbursed by the Owner as reimbursable expenses at net cost upon presentation of receipts document the costs incurred by the Owner. The OPM shall manage the Project and the delivery of their services in such a manner as to minimize the amount of reimbursable expenses incurred. The OPM shall be reimbursed for such expenses on a monthly basis.

ARTICLE 6 OWNERSHIP OF WORK PRODUCT

6.1 The OPM hereby grants to the Owner an irrevocable royalty-free license to use for any purpose the following items developed or made part of the services performed under this Agreement by the OPM and its consultants: all reports, studies, analyses, photographs, notes, logs, models, materials and other work and ideas of the OPM and its consultants related to the performance of this Agreement which are or may be covered by copyright, patent, or other intellectual property laws or as to which the OPM and its consultants may assert any rights or establish any claim under any applicable law. The OPM agrees on behalf of itself and its consultants that the Owner shall have unlimited royalty-free rights, for the benefit of the Owner and any public entity to which the Owner may grant the right to share such rights, in any and all reports, studies, analyses, photographs, notes, logs, models, materials and other work and ideas developed in the performance of this Agreement, including the right to use the same on any other project. The OPM shall incorporate by reference this provision into all contracts with its consultants on this Project.

ARTICLE 7 INSURANCE

7.1 The OPM shall purchase and maintain insurance of the type and limits listed in Section 7.2 hereof. Except as otherwise specifically provided in this Agreement, such insurance shall be provided at the OPM's sole cost and expense and shall be in force and effect for the full term of the Agreement or for such longer period as this Section may require. With respect to each such required insurance coverage and policy, the following shall apply:

- (a) All required insurance coverages shall be placed with a company or companies licensed and qualified to do business in the Commonwealth of Massachusetts (unless agreed upon in advance in writing by the Owner) and certified by an agent licensed and qualified to do business in the Commonwealth of Massachusetts. Each insurer shall have a financial strength rating of A, VIII or better by A.M. Best, or an equivalent rating assigned by a similar rating agency acceptable to the Owner, or otherwise acceptable to the Owner.
- (b) Simultaneously with its execution of the Agreement, the OPM shall deliver to the Owner properly endorsed certificates of insurance acceptable to the Owner as evidence that each of the required insurance coverages (with no less than the required limits) as hereinafter set forth have been purchased and are in full force and effect. Certificates shall show, at a minimum, each type of insurance, insurance company, policy number, amount of insurance, deductibles/self-insured retentions, and policy effective and expiration dates. Throughout the period that the OPM is required to maintain the policies of insurance hereunder, the OPM shall submit updated certificates prior to the expiration of each of the policies referenced in the Certificates so that the Owner shall at all times possess Certificates indicating current coverage. Failure by the OPM to obtain all policy renewals and to provide the respective insurance certificates as required shall constitute just cause for termination of the OPM's services under this Agreement.
- (c) The Owner, and any other party identified in writing by the Owner shall be named as additional insureds on all policies, with the exception of the Workers' Compensation Policy and the Professional Liability Policy.
- (d) Cancellation, non-renewal or material modification of any insurance required by the Agreement, whether by the insurer or the insured, shall not be valid unless written notice thereof is given to the Owner at least fifteen (15) days prior to the effective date thereof, which shall be expressed in said notice. Each certificate of insurance shall state that the insurer will provide to the Owner at least fifteen (15) days prior written notice of cancellation, non-renewal or material modification of the policy.

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- (e) All insurance policies maintained by the OPM pursuant to the requirements of this Agreement shall provide that the insurance, as it applies to the Owner, shall be primary, and any insurance maintained by the Owner shall be non-contributing.
- (f) The Owner reserves the right to request, and upon request, the OPM agrees to furnish, a complete copy of each insurance policy and all endorsements thereto.
- (g) The OPM shall be responsible for the payment of any and all deductibles under all of the insurance required herein. The Owner shall not be responsible for the payment of any deductibles, self-insured retentions, or any portion thereof.
- (h) Insufficient insurance shall not release the OPM from any liability for breach of its contractual obligations under this Agreement or the negligent performance of its services. Without limitation, the OPM shall bear the risk of any loss not covered by the insurance policies that it maintains.

7.2 The OPM shall purchase and maintain at its sole cost and expense during the term of this Agreement the following insurance:

- (a) Workers' Compensation Insurance as required under the Massachusetts Workers' Compensation Reform Act (M.G.L. c. 152), as amended), with Employers' Liability limits of \$500,000/\$500,000/\$500,000. Such policy shall be endorsed with a waiver of subrogation in favor of the Owner.
- (b) Commercial General Liability Insurance, with a minimum limit of \$1,000,000 each occurrence, and minimum General Aggregate Limit on a per project basis of \$2,000,000. The CGL insurance shall include coverage for death, bodily injury, property damage and personal injury, including coverage for contractual liability on an occurrence basis. Additional Insured status with respect to the CGL insurance shall be provided under endorsements no less broad than CG 2026 (7/04 version) and CG 2037 (7/04 version), and shall continue through the six (6) year extended reporting period. Copies of such endorsements shall be provided to the Owner promptly upon request. The following exclusionary endorsements may be attached to the standard CGL form: Asbestos, Nuclear Hazard, War, Employment Practices Liability, and Fungus. No other exclusionary endorsements shall be attached without the prior written consent of the Owner, which consent the Owner shall have no obligation to provide.
- (c) Automobile Liability Insurance commercial automobile insurance for owned, non-owned, leased hired and rented vehicles with a combined single limit and aggregate of \$1,000,000 per accident for bodily injury and property damage.

- (d) Umbrella or Excess Liability Insurance covering over the CGL, the Automobile Liability, and the Employers Liability coverages in an amount not less than Five Million Dollars (\$5,000,000.00).
- (e) Professional liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) covering errors and omissions and negligent acts of the OPM, and of any person or entity for whose performance the OPM is legally liable, arising out of the performance of this Agreement. Such professional liability insurance policy shall have a deductible not in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00). If the policy is a "claims made" policy, it shall include a retroactive date that is no later than the effective date of this Agreement, and an extended reporting period of at least six (6) years after the earlier of:
 - (1) the date of official acceptance of the completed Project by the Owner; (2) the date of the opening of the Project to public use; (3) the date of acceptance by the Contractor of final payment under its construction contract with the Owner; or
 - (4) the date of final completion of the Project and the taking of possession of the Project for occupancy by the Owner, which requirement can be met by providing renewal certificates of professional liability insurance to the Owner as evidence that this coverage is being maintained.

ARTICLE 8 INDEMNIFICATION BY OWNER'S PROJECT MANAGER

8.1 The OPM shall indemnify and hold harmless the Owner, and all of their respective members, officers, employees, agents, and representatives from and against any and all claims, demands, losses, damages, injuries, liabilities, actions, causes of actions, costs and expenses (including reasonable attorneys' fees) to the extent caused by the OPM's breach of this Agreement or the negligence, omission or neglect of the OPM or any of the OPM's consultants, subconsultants, contractors, agents, representatives, or employees. In addition, the OPM shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the Owner, and all of their respective members, officers, employees, agents, and representatives from and against all claims, demands, losses, damages, injuries, liabilities, actions, causes of actions, costs and expenses (including reasonable attorneys' fees) for, on account of, or arising from any injuries to persons (including death) and damage to property to the extent that the same are the fault of the OPM or the OPM's consultants, subconsultants, contractors, agents, representatives, or employees.

ARTICLE 9 COMPLIANCE WITH APPLICABLE LAW

9.1 The OPM shall perform the its services required under this Agreement in conformity with all Applicable Laws in effect at the time of the completion of the Construction Documents. The cost of such compliance shall be included in the OPM's fixed compensation. The OPM shall thoroughly acquaint its employees and consultants with all provisions of the Massachusetts General Laws governing the conduct of public construction projects, including, but not limited to, Section 30 of Chapter 193 of the Acts of 2004 and M.G.L. chapters 30, 149, and 149A, including, without limitation, M.G.L. c. 30, § 39M, which sets forth requirements for the description of material specifications and proprietary items in construction bid documents. In addition, without limitation, the OPM shall ensure compliance with all requirements and regulations pertaining to approvals for federal and state grants or loans, if any, and assist in making any submissions with respect thereto.

9.2 In connection with the performance of services under this Agreement, the OPM shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The OPM shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The OPM shall comply with all applicable employment laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

ARTICLE 10 CLAIMS AND DISPUTES

10.1 All claims, disputes, and other controversy in question between the Owner and the OPM arising out of or relating to this Agreement or the Project shall be submitted for resolution to a court of competent jurisdiction in Suffolk County, Massachusetts. No such action shall be brought, however, until the completion of OPM's entire Scope of Services required under this Agreement or the earlier termination thereof as provided in Section 11 of this Agreement. Prior to the commencement of litigation of any claim, dispute, or any other controversy arising out of this Agreement or the Project, the Owner and the OPM shall, at the Owner's option, mediate any such claim, dispute, or other controversy as a condition precedent to litigation. A request for mediation shall be made in writing and delivered to the other party no less than sixty (60) days before the commencement of litigation. Should either party fail or refuse to participate in mediation in good faith within a reasonable time after the other party's request for mediation, the participating party shall not be barred from proceeding with litigation. The parties shall share equally the mediator's fees and filing fees, if any. The mediation shall be held in Boston, Massachusetts unless another location is mutually agreed upon. Any settlement agreements reached in mediation shall be enforceable in any court having jurisdiction thereof.

10.2 This Agreement shall be governed by the law of the Commonwealth of Massachusetts.

ARTICLE 11 TERMINATION OF AGREEMENT

11.1 The Owner may terminate this Agreement as follows: (i) after seven (7) days written notice to cure, sent by certified mail or hand delivery, if the OPM violates or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its services, or becomes unable to perform its services, hereunder, and fails to cure such breach during the cure period. For purposes of this Section, it is acknowledged that the OPM's services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy; or (ii) without cause, for any reason, or for no reason, on fourteen (14) days prior notice.

11.2 In the event of termination, the OPM shall promptly deliver to the Owner all documents, work papers, calculations, computer programs, data, drawings, plans and other tangible work product or materials pertaining to the services performed under this Agreement to the time of termination, and, in the event of termination under Section 11.1(ii), the Owner shall pay to the OPM any unpaid balance owing for services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Owner to recover damages occasioned by the OPM's negligence or breach of contract.

11.3 If the OPM wishes to terminate this Agreement due to material non-performance by the Owner, the OPM shall provide written notice of its intentions, and the Owner shall have fourteen (14) days to cure any non-performance. If the Owner continues not to perform its duties, the OPM shall provide services for a minimum of an additional thirty (30) days after the initial notice period.

11.4 Termination for Convenience. The City may terminate this contract at any time without cause upon thirty (30) days prior notice.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 No Gifts or Other Inducements. The OPM hereby certifies under the penalties of perjury that the OPM 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 subcontractor for the OPM has given, offered or agreed to give any gift, contribution or offer of employment to the OPM, 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 OPM; and no person, corporation or other entity, other than a bona fide full-time employee of the OPM has been retained or hired by the OPM to solicit for or in any way assist the OPM in obtaining this contract for design services upon an contract or

understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this contract to the OPM.

12.2 Financial Interest in Construction Work. The OPM shall not employ in any element of design, specification, estimating, evaluation, or other work under this Agreement any person or firm that expects to be a bidder, contractor, subcontractor, or supplier for the construction of the Project or any part thereof. The OPM shall obtain from every consultant a written representation that such consultant is aware that it is prohibited from serving as a bidder, contractor, subcontractor, or supplier for the construction of the Project or any part thereof.

12.3 Assignment. The OPM shall not assign, sublet or transfer any of its obligations, responsibilities, rights, or interests (including, without limitation, its right to receive any moneys due hereunder) under this Agreement without the written consent of the Owner. Any assignment, subletting, or transfer by the OPM in violation of this Section 12.3 shall be void and without force or effect.

12.4 Status as Independent Contractor. The OPM is engaged by the Owner under this Agreement as an independent contractor and no employee of the OPM shall be deemed an employee of the Owner.

12.5 Records. The OPM shall keep records pertaining to services performed (including complete and detailed time records) and reimbursable expenses incurred on the basis of recognized bookkeeping practices, generally accepted accounting principles, and in accordance with such reasonable requirements to facilitate audit as the Owner may provide. All records shall be available to the Owner or its authorized representatives for review and audit during normal business hours.

12.6 Integrated Agreement. This Agreement represents the entire and integrated agreement between the Owner and the OPM with respect to the subject matter hereof and supersedes all prior negotiations, representations, proposals, or agreements, either written or oral.

12.7 Amendment. This Agreement may be amended only by a written instrument, in the form attached hereto as **Exhibit D**, or by an Owner-issued purchase order, signed by authorized representatives of both the Owner and the OPM.

12.8 Lender's Rights. If the Owner's lender(s) or agencies or others providing funding to the Owner request modifications to this Agreement as a condition to financing for the Project, the OPM agrees promptly to make such modifications.

12.9 Construction of Agreement. Section headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement. No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party of any of the provisions of this Agreement shall impair any such right or power or be construed to be a

waiver thereof. A waiver by either of the parties hereto of any breach of or failure to comply with any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or failure to comply therewith, or of any breach of or failure to comply with any other covenant, condition or agreement herein contained.

12.10 Confidentiality. To the extent allowed by the laws of the Commonwealth of Massachusetts, the OPM shall keep the Owner's information relating to the Project strictly confidential and shall not disclose it to any third party except to: (1) its employees working on the Project, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of the Owner's information.

12.11 Notice. Whenever, by the terms of this Agreement, notice shall or may be given either to the Owner or to the OPM, such notice shall be in writing and (i) hand delivered, (ii) mailed, postage prepaid, by registered or certified mail, return receipt requested, or (iii) delivered by a recognized overnight express delivery service. If intended for the Owner, such notice shall be addressed to the Owner at the address set forth on the first page of this Agreement, or to such other address or addresses as may from time to time hereafter be designated by the Owner in writing. If intended for the OPM, addressed to the OPM at the address set forth on the first page of this Agreement, or to such other address or addresses as may from time to time hereafter be designated by the OPM in writing. Notice shall be effective three (3) days after deposit if sent by registered or certified mail or when received if sent via hand delivery or by the express mail delivery service.

12.12 No Personal Liability. No officer, member, or employee (whether disclosed or undisclosed) of the Owner shall be personally liable to the OPM hereunder, for the Owner's payment obligations or otherwise, the OPM hereby agreeing to look solely to the assets of the Owner for the satisfaction of any liability of the Owner hereunder. In no event shall the Owner be liable to the OPM except for payment for timely and satisfactory services rendered pursuant to and in accordance with this Agreement.

12.13 Severability. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified only to the extent necessary to preserve the original intentions of the parties, and the validity or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.14 No Waiver. The Owner's review, approval, acceptance of, or payment for, any of the services furnished by the OPM shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The Owner's approval shall not in any way relieve the OPM from performing all services required under this Agreement in accordance with the terms and conditions set forth herein.

12.15 No Intended 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 Owner or OPM.

12.16 Conflict of Interest Statement, Certificate of Tax Compliance, Certificate of Non-Collusion. The OPM shall submit to the Owner executed original copies of the documents attached hereto as **Exhibit E** and shall obtain same from each consultant retained by the OPM in connection with the Project.

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City of Everett, Massachusetts
Agreement For Professional Services Between Owner and Owner's Project
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services as of the date of its execution by the Owner, first written above, and the individual executing this Agreement on behalf of the OPM makes the representations and certifications set forth in this Agreement under the pains and penalties of perjury.

OWNER:

OWNER'S PROJECT MANAGER:

CITY OF EVERETT

By: _____
City of Everett
Hereunto duly authorized

By: _____
Name: _____
Title: _____
Hereunto duly authorized

EXHIBIT A

SCOPE OF OWNER'S PROJECT MANAGEMENT SERVICES

("SCOPE OF SERVICES")

Without limitation of the duties and responsibilities set forth in the Agreement of which this Exhibit A is a part, the services of the OPM shall include, but may not be limited to, the following:

Project Management Services (Applicable to All Phases)

(a) The OPM shall provide general oversight and monitoring of the Project on behalf of the Owner in accordance with the terms and conditions of the Agreement and this Scope of Services.

(b) The OPM shall assist the Owner with the coordination of all Owner-held contracts with consultants, contractors, and suppliers.

(c) The OPM shall prepare a communication and document control protocol for the duration of the Project that shall be consistent with the Owner's current practices. This procedure shall detail the responsibilities and lines of communication among all Project participants and establish the procedure for correspondence, document control, designer and contractor submittal logs, change order reporting logs and other tracking logs, as needed. A draft of the plan shall be submitted to the Owner for approval within 60 days of notice to proceed with services under this Agreement. The communication and document control procedures shall be updated by the OPM as needed during the duration of the Project.

(d) The OPM shall review all applications for payments, requisitions and invoices relating to the Project as submitted by the designer, construction contractor, and all other prime consultants, contractors, and suppliers and make recommendations to the Owner relative to amounts due.

(e) The OPM shall prepare a detailed baseline Project budget in form and detail acceptable to the Owner, which will serve as the Project control against which all designer estimates, contractor bids and other cost information will be measured. The OPM shall submit this detailed baseline Project budget to the Owner for review and approval. The OPM shall maintain and update the Project budget throughout the term of this Agreement based on cost estimates prepared by the Owner's cost estimating consultant. The OPM shall report any variances to the baseline Project budget as part of the Monthly Progress Report.

(f) The OPM shall review and provide comments on independent cost estimates at each design phase and work with the designer, the construction manager, and the Owner's cost estimator to reconcile each cost estimate. In the event that the cost as estimated by the designer exceeds the construction cost in the Project Budget at any of the Design phases, the OPM shall consult with the designer and/or the construction contractor and recommend to the Owner appropriate revisions to the scope or quality of work.

(g) The OPM shall prepare a detailed baseline Project schedule in a form acceptable to the Owner, which will serve as the Project control against which all Project progress will be measured. The OPM shall submit this detailed baseline Project schedule to the Owner within 30 days of notice to proceed with services under this Agreement. The OPM shall maintain and update the Project schedule throughout the term of this Agreement based on schedules provided by the designer and the construction contractor. The OPM shall assess the actual progress of the Project relative to the baseline Project schedule and report any variances from the baseline Project schedule as part of the Monthly Progress Report. In the event that actual progress of the Project varies from the baseline Project schedule, the OPM shall consult with the designer and the construction contractor and make appropriate recommendations to the Owner relative to actions that should be taken by the designer or the construction contractor to achieve the baseline Project schedule and/or recommend revisions to the Project schedule.

(h) The OPM shall provide oversight, monitoring, and coordination of all project permits and approvals. The OPM shall investigate federal, state, and local permit requirements in order to be generally familiar with the Project's permitting requirements and timelines. The OPM shall prepare and regularly update and circulate a schedule of permits and approvals and establish and assign responsibility for each component of permit and approval procedures, and monitor progress. The OPM shall work with the other Project team members to prepare presentations to permitting authorities, attend meetings and hearings with permitting agencies, and make or participate in presentations as appropriate.

(i) The OPM shall coordinate logistical issues with campus personnel, abutters, municipal agencies, and other stakeholders.

(j) The OPM shall submit to the Owner no later than the tenth (10th) day of each calendar month a written Monthly Progress Report summarizing activity during the preceding calendar month. The Monthly Progress Report shall be submitted in a format acceptable to the Owner and shall describe work performed by all prime consultants and contractors (OPM, designer, construction contractor, and commissioning agent) during the reporting period and work planned for the next reporting period. The report shall also address matters of schedule adherence, costs to date (updated Project budget and actual expenses incurred), change orders and potential change orders, cash flow projections, construction contractor's safety performance, designer's QA/QC, construction contractor's environmental compliance, community issues, designer and construction contractor MBE/WBE activities, any issues that could result in additional time and/or additional costs and any anticipated problems/concerns together with recommended solutions.

(k) The OPM shall monitor and report on the designer's and construction contractor's compliance with MBE/WBE requirements.

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

(m) The OPM shall attend all project-related meetings. The OPM shall prepare and promptly disseminate meeting minutes for all such meetings.

Pre-Design Phase

(a) The OPM shall assist the Owner with designer selection in accordance with the Owner's designer selection procedures.

(b) The OPM shall assist the Owner in the negotiation of the design contract to the extent required.

Design Phase

(a) The OPM shall provide monitoring and oversight of the activities of the designer and assist the Owner in the review of the proposed scope, schedule and budget, developed by the designer.

(b) If requested by the Owners, the OPM shall, as an additional service, prepare independent construction cost estimates at the completion of: (1) the schematic design phase; (2) the design development phase; (3) 75 percent completion of the construction documents; and (4) 100 percent completion of the construction documents.

(c) The OPM shall review the schematic design to recommend value engineering changes ("VEC") to the Owner. The VEC shall include an analysis of the constructability, cost, quality and schedule impact. The designer will be responsible for a thorough review and recommendation on the technical merit of the VEC.

(d) The OPM shall participate in design coordination meetings every two weeks, between the designer, construction contractor and the Owner to provide for review and discussion of design/engineering related issues. The OPM shall provide technical assistance to the Owner relative to technical design issues.

(e) The OPM shall monitor the status of the designer contract including the schedule of the design services, provide review and comment of designer's work product and make recommendations to the Owner when, in the opinion of the OPM, requirements of the designer's contract with the Owner are not being fulfilled.

(f) The OPM shall provide advice, consultation and guidance to the Owner and the designer relative to construction contractor (GC or CM at Risk) and trade contractor/subcontractor prequalification requirements pursuant to the applicable procurement statute and Owner's procedures, including participation as a member of the prequalification and selection committees.

(g) The OPM shall review the construction documents for constructability, operability, and bid-ability as well as document clarity and coordination between drawings and to identify conflicts between drawings and specification. The constructability review will identify potential conflicts, make recommendations specific to any phasing issues, recommend appropriate milestones, constraints and liquidated damages.

(h) The OPM's review of the construction documents shall also include, but not be limited to, any concerns of the OPM and/or the Owner relative to access, usable area, parking, utilities, anticipated noise sources during construction and identification of field offices, facilities, supplies and equipment.

(i) The OPM shall coordinate the timely review of the construction documents by the commissioning consultant, if one has been engaged by the Owner, to determine that plans and specifications include the recommendations made during design development in regard to materials selection, installation and testing criteria in regard to commissioning and start-up and provide adequate information and allow sufficient time for functional and system testing.

Construction Procurement

(a) The OPM shall assist the Owner with all prequalification and selection activities required to procure construction services in accordance with M.G.L. c. 149 §§ 44A through 44J; M.G.L. c. 149A, §§ 1-13; Section 30 of Chapter 193 of the Acts of 2004, or any other method authorized by law. The OPM shall attend, and assist the Owner with, all pre-bid conferences and meetings; attend, and assist the Owner with, all sub-bid and general bid openings and, assist, if directed by the Owner; review all trade bids, sub-bids and general bids in conjunction with designer's determination of responsiveness, bidder eligibility, completeness, accuracy and price. Provide technical guidance to the Owner relative to its acceptance of bids and determination of bidder responsibility.

(b) The OPM shall make recommendations to the Owner relative to the award of a construction contract and shall assist the Owner in the negotiation of the contract, any early work amendments, and the GMP amendment, if applicable. The OPM shall assist the Owner in the execution of the construction contract and any required amendments and shall obtain and review copies of bonds, insurance certificates, and all other documents and certificates required for contract execution.

(c) The OPM shall provide advice and guidance on trade contractor jurisdiction.

(d) The OPM shall work with the designer and the construction manager to identify long lead items and coordinate early purchase and delivery of such items.

(e) The OPM shall monitor, review and analyze proposed change orders, and claims and, assist the Owner in making decisions relative to such issues after receiving the designer's recommendation.

(f) The OPM shall participate in pre-bid and pre-award conferences and assist in the preparation of responses to bidder questions.

Construction Phase

(a) The OPM shall provide general oversight and monitoring of the construction contractor and its performance of the work including, but not limited to, the adherence of the construction contractor to the Project budget and schedule.

(b) The OPM shall monitor the designer's administration of the construction contract including the processing of submittals, issuance of timely decisions and directives and consultant's or subconsultants' visits to the Project as necessary during the time that construction is occurring on the portions of the work to which the consultant's services relate.

(c) The OPM shall visit the site at intervals appropriate to the phase of work so as to become generally familiar with the progress of the work.

(d) The OPM shall review the construction contractor's schedule of values to determine if it represents a reasonably balanced payment schedule for work to be performed with no items front-end loaded or artificially inflated. The schedule of values shall include line items for all deliverables, testing requirements and specified operations and maintenance materials. The OPM shall submit recommendations for the construction contractor's schedule of values to the Owner within forty-five days of the Owner's notice to proceed to the construction contractor.

(e) The OPM shall review the construction contractor's submitted baseline construction schedule. The OPM shall be responsible for monitoring the timeliness of these submittals and enforcing compliance with schedule submittal requirements of the construction documents. The OPM shall evaluate the construction contractor's planning for the execution of the work, evaluate the reasonableness of the proposed schedule and determine if the submitted schedule meets the requirements of the construction documents.

(f) The OPM shall prepare weekly progress reports for submittal to the Owner that summarize the progress achieved and provide a concise description of problems.

(g) The OPM shall assist the designer in determining if construction and construction-related activities are performed in accordance with plans and specifications, the approved shop drawings, and applicable public construction laws.

(h) The OPM shall oversee and coordinate with the construction contractor the delivery, on-site storage, protection, and security of Owner-purchased materials, furniture, and equipment until such time as it is installed in the Project.

(i) The OPM shall evaluate field problems, using the proper channels for solution and communication of the information to the designer and the Owner.

(j) The OPM shall coordinate and track requests for information on drawings/specifications, design changes, and proposed change orders.

(k) The OPM shall monitor and coordinate the scheduling and activities of independent materials testing functions at the site, including distribution of reports and any necessary actions resulting.

(l) The OPM shall maintain at the Project site, on a current basis, a record copy of Construction Contract Documents, including, but not necessarily limited to, drawings, specifications, addenda, change orders, and directives as well as all approved shop drawings,

product data, samples, submittals, operations and maintenance manuals and all other relevant documents relating to the construction of the Project.

(m) The OPM shall monitor the construction contractor's compliance with Massachusetts prevailing wage requirements pursuant to M.G.L. c. 149 §§ 26 to 27H inclusive including assisting the Owner in cataloging and filing payroll affidavits.

(n) The OPM shall shoot and maintain Project progress photographs showing construction progress at a frequency sufficient to document major activities or to document safety incidents, differing site conditions and quality issues. The OPM shall maintain a descriptive log and captioning of the photographs .

(o) The OPM shall monitor the construction contractor's compliance with the construction schedule, identify potential problems, include problem identification on the Monthly Progress Report and make recommendations to the Owner when, in the opinion of the OPM, requirements of the construction contractor in the Owner-construction contractor Agreement are not being fulfilled.

(p) The OPM shall attend weekly job meetings on progress, coordination and problem resolution and negotiations.

(q) The OPM shall monitor, review and analyze proposed change orders, and claims and assist the Owner in making decisions relative to such issues after receiving the designer's recommendation.

(r) The OPM shall review and coordinate its review with the designer to recommend approval of the construction contractor's monthly payment requisitions. The OPM shall review the designer's certification that the percentage of work included in the requisition is accurate and the work performed conforms to the construction contract.

(s) The OPM shall oversee and monitor the procurement of furniture, fixtures, equipment and technology that is not included in the construction contract.

(t) The OPM shall assist the designer to verify substantial completion of work; assist the designer in the designer's final inspection and receipt of documents, manuals, receipts, certifications, and all other materials required for final closeout as described in the construction contract. The OPM shall consult with the designer regarding the detailed punchlist with the designer, including a subsequent walk-through with the designer and the commissioning agent, if any.

Project Close-Out

(a) The OPM shall monitor the activities and responsibilities of the designer and the construction contractor in the close-out and commissioning of the Project.

(b) The OPM shall assist the Owner in completing any evaluations required of the designer or the construction contractor, and subcontractors.

(c) The OPM shall confirm that all close-out documents and items, including but not limited to guarantees, warranties, as-built drawings, keys, manuals, stock, and other close-out items required to be provided to the Owner by the designer, the construction contractor, and any other prime consultant, contractor, or supplier have been delivered to the site and are in complete and acceptable form.

End of Exhibit

EXHIBIT B

OPM STAFF ASSIGNED TO THE PROJECT

AND BILLING RATES

The following employees of the OPM are assigned to the Project, and the following hourly billing rates for each employee shall be used to compute the OPM's compensation. The hourly billing rates listed below shall remain unchanged for eighteen (18) months from the date of the Agreement.

Name	Position	Hourly Rate
	Project Manager	\$ _____
	Assistant Project Manager	\$ _____
	Architectural Design Reviewer	\$ _____
	Mechanical and Electrical Coordinator	\$ _____
	[Other categories to be listed]	\$ _____

EXHIBIT C

COMPENSATION

The compensation shall be paid to the OPM in accordance with the following schedule. The compensation allocated to a particular phase may not be adjusted without the prior written consent of the Owner.

Phase	Dollars	Percent of Total
Designer Selection	\$ _____	____ percent
Programming/Study Phase	\$ _____	____ percent
Schematic Design Phase	\$ _____	____ percent
Design Development Phase	\$ _____	____ percent
Construction Documents Phase	\$ _____	____ percent
Bidding/Negotiation Phase	\$ _____	____ percent
Construction Phase	\$ _____	____ percent
Total Basic Compensation	\$ _____	100 percent

EXHIBIT D

FORM OF CONTRACT AMENDMENT

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN OWNER AND OWNER'S PROJECT MANAGER**

CONTRACT AMENDMENT No. __

This Contract Amendment ("Amendment") is made and entered into as of the ____ day of _____ 20__, by and between the City of Everett ("the CITY" or "Owner") and _____ **[name of firm]** _____, a **[state of incorporation]** _____ **[corporation, professional corporation, limited liability company, etc.]** _____ with a principal office located at _____, _____ ("Owner's Project Manager" or "OPM").

The Owner and the OPM have entered into that certain Agreement for Professional Services between Owner and Owner's Project Manager, dated as of _____ (the "Agreement" and, together with all exhibits thereto, all other documents as referenced therein, and any prior amendments or modifications thereof, the "Contract"), in connection with the _____ **[description of INITIAL PROJECT]** _____ (City of Everett Project No. **[INITIAL Project Number]**) located at _____ in Everett, Massachusetts (the "Project").

This Amendment is entered into by the Owner and the OPM to evidence their agreement with respect to the modification of the scope of services and/or certain terms and conditions of the Contract as set forth herein below. Capitalized terms used in this Amendment shall have the meanings assigned in the Contract except as otherwise expressly provided herein.

In consideration of the mutual promises and obligations contained in the Contract and this Amendment, the Owner and the OPM hereby agree to amend the Contract as follows:

(1) The OPM's services required under the Contract are hereby modified to include _____ **[description of new scope of work]** _____ (City of Everett Project No. _____, **[if different from above]**) (the "Amended Services"), which Amended Services shall be performed in accordance with the requirements of the Contract, as so modified.

(2) The OPM's compensation for the Amended Services shall be _____ Dollars (\$ _____), which shall be paid in accordance with **Schedule A**, attached hereto and incorporated herein by reference. The OPM agrees, by execution of this Amendment, that the amount of Basic Compensation set forth hereinabove shall not be exceeded. If the OPM's costs for performing the Amended Services required under this Amendment No. ____, exceed the amount of Basic Compensation set forth herein, the OPM shall be solely responsible for payment of such excess without reimbursement from the Owner.

(3) The OPM's Amended Services required by this Amendment shall be performed in accordance with the Project schedule established pursuant to the Contract. If the Project schedule will be exceeded as a result of this Amendment, the revised Project schedule is hereby set forth on **Schedule B**, attached hereto and incorporated herein by reference.

(4) Except as expressly reserved herein, this Amendment constitutes full and final compensation for the OPM in connection with the scope, terms, and/or conditions of this Amendment, and the OPM represents that it shall have no claim against the Owner for any additional or further compensation or time for performance relating in any way to the subject matter of this Amendment.

(5) All other terms and conditions of the Contract, as amended, shall remain in full force and effect.

(6) This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original hereof, and which, collectively, shall comprise a fully executed instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date and year first above written.

OWNER:

OWNER'S PROJECT MANAGER:

CITY OF EVERETT

By: _____
CITY OF EVERETT
Hereunto duly authorized

By: _____
Name: _____
Title: _____
Hereunto duly authorized

SCHEDULE A

COMPENSATION

Phase	Dollars	Percent of Total
Designer Selection	\$ _____	____ percent
Programming/Study Phase	\$ _____	____ percent
Schematic Design Phase	\$ _____	____ percent
Design Development Phase	\$ _____	____ percent
Construction Documents Phase	\$ _____	____ percent
Bidding/Negotiation Phase	\$ _____	____ percent
Construction Phase	\$ _____	____ percent
Total Basic Compensation	\$ _____	100 percent

SCHEDULE B

Project Schedule Milestone Dates

<u>Milestone</u>	<u>Completion Date (On or Before)</u>
Schematic Design	
Design Development	
Construction Documents	
Substantial Completion	
Building Occupancy	
Final Completion	

EXHIBIT E

CONFLICT OF INTEREST STATEMENT

CERTIFICATE OF TAX COMPLIANCE

CERTIFICATE OF NON-COLLUSION

CITY OF EVERETT
CONFLICT OF INTEREST STATEMENT

The Owner's Project Manager hereby certifies, under the penalties of perjury, that:

- 1) The Owner's Project Manager has not given, offered, or agreed to give any person (as that term is defined below), or received, accepted, or agreed to accept from any person, any gift, contribution, offer of employment, or financial incentive of any kind as an inducement for, or in connection with, the award of this contract.
- 2) No consultant to or subcontractor for the Owner's Project Manager has given, offered, or agreed to give any gift, contribution, offer of employment or financial incentive of any kind to the Owner's Project Manager or to any other person as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Owner's Project Manager.
- 3) No person, 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 be paid a fee or other consideration contingent upon the award of the contract to the Owner's Project Manager.
- 4) Throughout the duration of the contract, if awarded the contract, the Owner's Project Manager will not have any financial relationship in connection with the performance of the contract with any materials or system manufacturer, distributor or vendor.

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. These provisions shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten percent of the outstanding stock entitled to vote at the annual meeting of such corporation.

The Owner's Project Manager further hereby certifies, under the penalties for perjury, that all information provided in this proposal to provide services is true and correct.

Firm

Authorized Principal (Typed)

Authorized Principal (Written)

Title

Date

**CITY OF EVERETT
CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this contract is 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.

Firm

Authorized Principal (Typed)

Authorized Principal (Written)

Title

Date

CITY OF EVERETT
CERTIFICATE OF STATE TAX COMPLIANCE
Mass. Gen. Laws, Chapter 62C, Section 49A(b)

I, in my capacity as principal of _____, hereby certify that the above-named organization has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support, as set forth in Mass. Gen. Laws, c. 62C, § 49A(b).

Signed under the pains and penalties of perjury

Firm

Authorized Principal (Typed)

Authorized Principal (Signature)

Title

Date

EXHIBIT 2

**CITY OF EVERETT
OWNER PROJECT MANAGEMENT SERVICES**

VENDOR REIMBURSEMENT GUIDELINES

City of Everett, Massachusetts

Vendor Expense Reimbursement Guidelines

Guidelines – Purpose, Scope, and Vendor Responsibility:

These guidelines apply to all Vendors for expenses incurred while performing services directly related to specific requirements of their City of Everett contract or purchase order. Vendors are advised to seek pre-approval before incurring any unusual expenses and for any expenses not specifically listed below.

Vendors are expected to exercise discretion and good business judgment with respect to all expenses and aim for reasonable economy. Expenses deemed excessive may be subject to reimbursement denial. Vendors are responsible for providing clearly marked legible receipts confirming expenses. Invoices for reimbursements should be submitted within 45 days of the expense if possible. Markups on expenses are normally limited by City of Everett contracts or purchase orders and usually set at a maximum of 5.0%.

Allowable Reimbursable Expenses:

Transportation: The costs for required transportation to and from meeting locations, jobsites, hotels, airports, and similar in connection with City of Everett -related activities are reimbursable.

Air Travel: Air travel & any related airport parking fees will require prior approval to be reimbursable.

Ground Transportation:

Privately Owned Vehicles: Use of personal cars will be reimbursed at the standard mileage rate set by the IRS for deductible mileage.

Rental Vehicles: Cars should be rented only when other means of transportation are unavailable, more costly, or impractical.

Taxis or “ride share”: Use of taxi or “ride share” companies can be reimbursed. Surge pricing should be avoided.

Public Transportation (Bus, Subway, Commuter Rail): Per ride fares can be reimbursed.

Parking and Tolls: These fees and tolls can be reimbursed.

Meals: Vendors must use good judgment and select economical meal locations. Business meals may be reimbursed with prior approval. Tips may not exceed 20% unless automatically applied due to the size of the meeting. Project-Specific “Worker Appreciation Lunches” and similar may be reimbursed with prior approval. Alcohol expenses cannot be reimbursed by City of Everett.

Lodging: Reimbursement of all accommodations must receive prior approval. To be reimbursable, hotel lodging must be integral to a City of Everett-required service such as extended hour visits to sites, visits to plants or factories outside Massachusetts, or overnight visits from Vendors not based in Massachusetts. Vendors must seek a standard room and rooms in excess of \$175 per night may be deemed excessive.

Equipment: Purchases of necessary equipment can be reimbursed with prior City of Everett approval. The equipment shall be deemed the property of the City of Everett and must be turned over to the City of Everett at the end of the contract term or upon request of City of Everett personnel, whichever is sooner. Purchase of equipment already owned or leased by the Vendor or expected to be retained by the Vendor cannot be reimbursed.

Per Call Phone Charges and Conference Call Services: These charges are reimbursable. Conference call services can be reimbursed if City of Everett personnel are present for the call or if the call is required for City of Everett-specific business and pre-approved.

Printing, Reprographics, Postage, and Shipping Fees: These fees are reimbursable if project related and the backup for invoicing is in an itemized format with appropriate attribution to the specific City of Everett project.