



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)
Project Name _____
City Project No. _____

PURCHASE ORDER NO. _____

Agreement For Professional Services Between Owner and Architect

AGREEMENT

made as of the _____
day of _____
in the year Two Thousand and _____

BETWEEN

the Owner: City of Everett, Massachusetts
Everett City Hall
484 Broadway, Room 14
Boston, Massachusetts 02149

and the Architect: _____

For the following Project: _____, Everett Project No. _____

The Owner's Project Manager for the Project is _____.

The Owner and Architect agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 ARCHITECT'S SERVICES

1.1.1 The Architect's services consist of those services performed by the Architect, Architect's employees and Architect's consultants as enumerated in Articles 2 and 3 of this Agreement and any other services included in Article 12.

1.1.2 The Owner may engage other consultants in connection with the Project, including an Owner's Project Manager ("OPM"). If an OPM has been engaged by the Owner, the Architect shall perform its services in cooperation and coordination with the OPM and any other consultants engaged by Owner. Upon written request of the Architect, a copy of the OPM Agreement will be furnished to the Architect. The Architect shall send to the OPM copies of all notices and communications required to be sent to or received by the Owner or the Architect relating to the Project.

1.1.3 The Architect is authorized to proceed only with Schematic Design Services. If Pre-Design Services are required by the Owner, the Architect will begin Schematic Design Services only after a written Notice to Proceed issued by the Owner. Subsequent Basic Services will be authorized by a written Notice to Proceed, which may be in the form of purchase orders issued by the Owner.

1.1.4 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

1.1.5 It is the intention of the Owner and the Architect that certain portions of the Project may be designed and constructed while other portions are still being designed. The Architect understands that the work may be bid to sub-trades in multiple bid packages and shall render its services appropriately.

1.1.6 The Architect acknowledges that a Contractor (which may be a Construction Manager) has been selected by the Owner and a contract with the Contractor has been executed. A copy of Owner's form of Agreement between Owner and Contractor and General Conditions of the Contract for Construction (the "Owner-Contractor Agreement") have been furnished to Architect. The design and construction process is envisioned as a cooperative and coordinated team approach in which the Architect, Contractor, and Owner, and designated consultants and other representatives, will engage in early and continuous interaction to accomplish the Project within the Construction Budget and Project Schedule defined herein and in the Owner-Contractor Agreement. The Architect agrees to work cooperatively with the Contractor and the Owner, as part of the team, to accomplish the design and

construction of the Project as efficiently as possible.

1.1.7 The services covered by this Agreement are subject to the time limitations contained in **Schedule A**, attached hereto and incorporated herein by reference. The Architect agrees to provide services consistent with the project design schedule set forth in **Schedule A**. The Architect further acknowledges that milestone dates may be added or modified by the Owner at anytime.

1.1.8 Within fourteen (14) days of Notice to Proceed for any phase of the work under this Agreement, the Architect shall submit for the Owner's review and approval a schedule for the performance of the Architect's services which meets the dates set forth in **Schedule A**, as it may be amended from time to time, indicating submission dates and including allowances for periods of time required for the Owner's review and approval. The Architect's schedule shall be in form, substance, and detail acceptable to the Owner. Time limits established by this schedule and approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect. If the Architect falls behind the schedule set forth herein (or as mutually agreed by Owner and Architect in writing) in the performance of its services for any reason, except for delay due to Owner-initiated changes or circumstances beyond the Architect's control, the Owner shall have the right to require the Architect to accelerate the delivery of its services (by employing additional personnel or working overtime or otherwise) at no additional cost to the Owner.

1.1.9 The Architect shall not be responsible for delays due to the failure of Owner to make decisions, give required approvals, or furnish information in a timely manner, or for delays due to changes in the Project or other causes outside the Architect's control.

1.1.10 Time is of the essence of this Agreement.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 GENERAL

2.1.1 The Architect's Basic Services consist of those services described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 hereof as part of Basic Services, and include normal structural, mechanical and electrical engineering services and any other services identified as Basic Services in this Agreement. The Architect's Basic Services shall include any additional Architect's responsibilities and obligations that are further described in the Owner-Contractor Agreement. All of the Architect's services rendered hereunder shall be rendered in a manner consistent with said Agreement. Where the provisions of the Agreement between Owner and Contractor conflict with express and explicit provisions of this

Agreement, the terms of this Agreement shall control.

2.1.2 The intent of this Agreement is to provide for full and complete design services and construction administration services for the Project. Therefore, under this Article 2, the Architect shall provide, within Basic Services as needed given the scope of the Project, all services, including services of consultants, necessary to produce complete and fully-coordinated design, bidding, and construction documents for the Project including but not limited to:

- Mechanical Engineering (HVAC)
- Structural Engineering
- Plumbing Engineering
- Electrical Engineering
- Fire Protection Engineering
- Civil Engineering
- Cost Estimating
- Landscape Architecture

2.1.3 It is understood and agreed that the Architect, Contractor, and Owner, including their consultants will work together throughout the design and construction process to create a complete and fully-coordinated design that meets the Owner's Project requirements and is within the Construction Budget and Project Schedule described herein and in the Agreement between Owner and Contractor.

2.1.4 Construction services for this Project are anticipated to be procured using M.G.L. c. 149, § 44A-J ("Chapter 149"). The Architect shall render all services under this Agreement in a manner consistent with the requirements of Chapter 149.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 The Architect shall review and analyze the program furnished by the Owner, including any reports, studies, and analyses provided by the Owner, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner. The Architect shall review the program and advise the Owner of any additional information required by the Architect to perform its services.

2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, conceptual plans, schedule and Construction Budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1. The Architect shall develop and review with the Owner and the Contractor proposed site use and improvements; selection of materials, building systems and equipment; and methods of Project delivery.

2.2.3 The Architect shall develop and review with the Owner and the Contractor alternative approaches to design and construction of the Project, including construction phasing.

2.2.4 Based on the Owner-approved program, Project Schedule and Construction Budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Schematic Design Documents shall include, at a minimum, all floor plans, all furniture layout plans, all building elevations, roof plans and civil/utility plans.

2.2.5 During the Schematic Design Phase, the Architect shall consult with the Owner and the Contractor, and any cost consultant retained by either of them, with the regard to any Owner-approved Construction Budget or estimates of Construction Cost then established or completed in connection with the Project. The Architect shall prepare the Schematic Design Documents to conform to any Owner-approved Construction Budget then established. The Architect will work with the Owner and the Contractor to produce a cost model for the Project that will provide target budgets for each division of the Specifications.

2.2.6 The Architect shall work with the Owner and the Contractor to establish a Construction Budget for the Project. The Construction Budget will include the estimated Construction Cost, established pursuant to Article 5, plus all other costs and contingencies that may be incurred by the Owner in connection with the Project.

2.2.7 The Architect shall investigate and confirm the existing conditions and verify the accuracy of plans and other information furnished to the Architect by the Owner, public officials and otherwise, as to the nature and location of existing improvements, facilities, utilities and other conditions on or adjacent to the Site; and shall propose exploration, as may be necessary in the Architect's judgment, for verification of any information supplied by the Owner, including, but not limited to the nature and location of concealed utilities or any other existing condition.

2.2.8 The Architect shall develop and implement the permitting strategy for the Project and provide all documents and services required to secure the building permit, any environmental approvals or permits, including any necessary wetlands order of conditions, and all other required Project approvals and permits. The Architect shall prepare text and graphics for the permit applications for the Project and shall prepare presentation materials, including, without limitation, customary schematic site and building plans, and shall participate in presentations to and meetings with state and local government agencies and neighborhood groups, provided that attendance at more than 10 meetings involving parties other than the Owner, Contractor and OPM, and their agents or representatives, and related to project review and approval (specifically excluding meetings relating to building code and fire and life safety code issues and building permits in which the Architect shall participate without limitation) shall be an Additional Service.

2.2.9 At intervals appropriate to the progress of the

Schematic Design Phase, or as may be requested by the Owner, the Architect shall provide schematic design studies for the Owner's review and the Contractor's information.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, Project Schedule, or Construction Budget, the Architect shall prepare, for the Contractor's review, and for approval by the Owner, Design Development Documents consisting of drawings and other documents to define and describe the size and character of the Project as to siting, architectural, structural, mechanical and electrical systems, materials, landscaping and such other elements as may be appropriate.

2.3.2 The Architect shall provide such submissions as are required for approvals of governmental authorities or others having jurisdiction over the Project.

2.3.3 The Architect shall keep the Owner and the Contractor informed of any changes in requirements or in construction materials, systems or equipment as the drawings and specifications are developed so that the Contractor may advise the Architect and the Owner as to adjustments necessary to remain within the Construction Budget. The Architect shall provide information as necessary and participate in design evaluation, cost estimate review, schedule and construction analysis in coordination with the Work of the Contractor and shall continue to make recommendations so that the Project may be constructed within the Construction Budget and Project Schedule.

2.3.4 During the Design Development Phase, the Architect shall consult with the Owner and the Contractor, and any cost consultant retained by either of them, with the regard to any updates of the Owner-approved Construction Budget or estimates of Construction Cost based on the Schematic Design Documents. The Architect shall prepare or revise, as applicable, the Schematic Design Documents to conform to the Owner-approved Construction Budget. The Architect will work with the Owner and the Contractor to update the cost model for the Project and the target budgets for each division of the Specifications.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Construction Budget authorized by the Owner, the Architect shall prepare, for review by the Contractor and for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. The Architect shall submit full sets of the Construction Documents to the Owner for review and approval at the point that the Construction Documents are 60 percent and 100 percent complete, or at any other stage of completion that may be directed by the Owner.

2.4.2 The Architect shall submit to the Owner with each of the submissions seven (7) full size sets and ten (10) half

size sets of plans, as well as ten (10) copies of the specifications. The submissions shall in each case also include one set of reproducible drawings. The final one hundred (100) percent submission of the construction drawings to the Owner shall also include one (1) set of Mylars accompanied by a full set of drawings and specifications in electronic PDF and native formats. All design calculations relative to each submission shall be provided to the Owner and Contractor. In addition, the final one hundred (100) percent submission shall include all structural design calculations for peer review.

2.4.3 During the Contract Documents Phase, the Architect shall consult with the Owner and the Contractor, and any cost consultant retained by either of them, with the regard to any updates of the Owner-approved Construction Budget or estimates of Construction Cost based on the Design Development Documents. The Architect shall prepare or revise, as applicable, the Construction Documents to conform to the Owner-approved Construction Budget. The Architect will work with the Owner and the Contractor to update the cost model for the Project and the target budgets for each division of the Specifications.

2.4.4 The Architect shall assist the Owner and Contractor in connection with the Owner's and Contractor's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.4.5 The Architect shall submit to the Owner an analysis of the total estimated energy necessary to operate the Project properly during a normal or average year. This analysis shall include the estimated energy necessary to heat, cool, light and provide cold and hot water and sewer services for the Project and to operate the equipment essential to both the Project and the Owner's program. The total annual estimated energy need shall be calculated separately for two scenarios — one based on year-round operation and the other based on usage only during a typical school year. Each energy need estimate shall then be translated into cost estimates by type of energy based on current cost of each type of energy, i.e., electricity, oil, natural gas, LP gas, etc., for each facility of the Project. The Owner and the Architect agree that the actual energy and other operating costs and the estimated energy and other operating costs may vary due to the Owner's usage of the energy system, weather conditions, increases in energy costs and other factors. The Architect shall not be responsible or held legally liable for reasonable variations between the estimated and actual energy and other operating costs.

2.4.6 If authorized in writing by the Owner, the Architect shall provide services consisting of planning, documentation, and administration of LEED certification as an Additional Service under Paragraph 3.4 of this Agreement. However, all design services related to LEED certification, sustainable design, or incorporation of green building elements shall be included as a part of Basic Services.

2.4.7 The Architect shall consult with the Contractor and the Owner with respect to suggested construction sequencing schedules and staging plans for the implementation of the construction Work. The Architect shall coordinate with the Contractor the identified critical path elements, milestones, temporary traffic relocations, and other general and specific conditions affecting the progress or delivery of all construction Work.

2.4.8 The Architect shall participate in cost estimate and cost control efforts on a continuing basis.

2.4.9 The Construction Documents shall set forth in detail the requirements for the construction of the Project and shall be consistent with any statutory, regulatory, or other requirements applicable to the Work and the procurement of the Project. The Construction Documents shall include specifications that identify major materials and systems described in or required by the Owner's Program and establish in general their quality levels. Specifically, the Architect shall provide specifications and supporting documentation for elevators, HVAC controls, and fire alarms, which shall be based on Owner's standards, including where appropriate, proprietary specifications, to the extent that such standards and specifications are identified by the Owner during the program verification and schematic phase and are consistent with other requirements of the Project. Adequate space with appropriate infrastructure and utility services (including empty conduits, as necessary) shall be provided to support voice, data and cable television communications systems, video, data concentrators, servers, modems, communications cabling, telephone/PBX, security, CCTV and card readers. In addition, the documents shall provide for coordination between systems included in the contract and those systems and equipment specified and furnished by Owner or specified under this contract as an Additional Service (it being understood that the Architect's Services under this Sections 2.4.9 shall include all services necessary to incorporate in the design for the Project the standard specifications and designations provided by the Owner.)

2.4.10 The Architect shall specify all mockups required to be built by the Contractor.

2.4.11 The Architect shall coordinate all design disciplines on the drawings and within the specifications.

2.4.12 The Architect shall participate in meetings (at least weekly) with the Owner, Contractor, OPM, other Owner representatives, and appropriate consultants, trade contractors, and subcontractors in order to review progress prints, review the status of design development, resolve design related issues, resolve cost and scheduling issues and for other similar purposes.

2.4.13 The Architect shall solicit the Owner's input in the selection of colors and finishing materials and shall provide complete direction in the plans and specifications for the finishing of all spaces (floors, walls, ceilings) to receive finish material.

2.5 BIDDING OR NEGOTIATION PHASE

2.5.1 The Architect shall assist the Owner and the Contractor in the preparation of the necessary bidding information, bidding documents, filed sub-bids, and bidding forms for all required trades consistent with Chapter 149 and all other laws that apply to the Project. The Architect will provide Construction Documents with division of work clearly defined between all required publicly bid sub-trades and alternate bid items. All Construction Documents shall be prepared to conform with the bidding requirements of the Owner. For each bid package, the Architect shall prepare and deliver preliminary and final submissions of Construction Documents, and revisions as necessary, that shall include the following: drawings showing in detail the work to be performed by contractors, including plans, drawings, specifications (consisting of all CSI Division 1 through 16 specifications) and other design-related documents required to support the Owner's construction procurement proposals (e.g., special conditions and technical specifications) as required by the Owner as part of the Owner's proposal process to engage construction contractors.

2.5.2 The Architect shall cooperate with the Owner, the Contractor and the OPM in organizing and conducting the bidding process, including assisting with the prequalification of general contractors and subcontractors, scheduling bid proposals, preparation and delivery of bid documentation, conducting pre-bid conferences with prospective bidders and review of bids, in accordance with the Owner's direction as to applicable statutes and all rules and regulations in connection therewith and/or such other additional or alternative requirements as the Owner advises the Architect are applicable or otherwise as the Owner may direct. The Architect shall advise the Owner and the Contractor as to matters relating to design as they may arise at pre-bid conferences, prepare and provide the Owner with minutes of said conferences, and respond to written or other bidder questions through the Owner or the OPM.

2.5.3 The Architect shall prepare and issue any required addenda to bid documents after consultation with the Owner and the Contractor.

2.5.4 The Architect shall assist the Owner, the Contractor and the OPM in evaluating general bids and sub-bids, and shall make recommendations to the Owner with respect to the award or rejection of sub-bids/proposals with appropriate justification.

2.6 CONSTRUCTION PHASE ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the issuance of the initial Notice to Proceed with construction under the Owner-Contractor Agreement and terminates upon the due date for final payment to the Contractor, or in the absence of a final Certificate of Payment or of such due date, the date 120 days after the date of Substantial Completion of the Work, provided that:

(i) usual and customary assistance in the utilization of equipment and systems, such as start-up, testing, adjusting and balancing, shall be provided as a part of Basic Services, whether before or after expiration of such 120-day period,

(ii) inspections and other services of the Architect made necessary by reason of the acts or omissions of the Architect shall be performed by the Architect as a part of Basic Services, whether before or after expiration of such 120-day period, and

(iii) if the Architect's final inspection and close-out services shall be delayed beyond such 120-day period, for reasons beyond the control of the Architect, the Architect shall be entitled to compensation for Additional Services, but only for services performed and costs incurred by the Architect beyond those services and costs that would have been performed and incurred had such services been performed prior to such 120-day period (for example, additional labor costs resulting from changes in or reassignment of personnel).

2.6.2 The Architect shall provide administration of the Contract for Construction in conjunction with the OPM as set forth below and in the Owner-Contractor Agreement.

2.6.3 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written direction of the Owner.

2.6.4 The Architect shall be a representative of the Owner and shall advise and consult with the Owner and the OPM. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument. The Architect shall respond to all requests from the Contractor for information relating to the construction drawings and plans and specifications. All such responses shall be communicated to the Owner and the OPM within three (3) business days of the receipt of such requests by the Architect. All communications with the Contractor with respect to such responses shall be made to the OPM with concurrent copies to the Owner.

2.6.5 The Architect and its consultants at such times as are appropriate to the stage of construction, shall attend job conferences weekly and make site visits as necessary, no less than once a week, to (1) become familiar with and to keep the Owner informed about the progress and quality of the Work for all disciplines; (2) to endeavor to guard the Owner against defects and deficiencies in the Work; and (3) to determine if the Work is proceeding in accordance with the Construction Documents. The Architect shall identify for the Owner critical Work items requiring special inspections and ascertain that such items have been inspected prior to initiating subsequent Work items. The Architect shall, upon observing or being informed of any deficiency, notify the OPM in writing of such deficiency, and disapprove and/or reject Work failing to conform to the Construction Documents. The Architect shall report to the OPM known deviations from the Contract Documents and

from the most recent Project Schedules submitted by the Contractor. The Architect shall prepare and submit reports identifying all findings as a result of the site visits.

2.6.6 The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. The Architect shall not be responsible for the Contractor's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not be responsible for the performance by the OPM of the services required by the OPM's agreement with the Owner. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized, the Owner, Architect and Contractor shall involve the OPM in all communications both oral and written by copying the OPM on written communication and by keeping all parties informed of oral communications. During the construction phase, the Architect shall take particular care to involve the OPM in any communication with the Contractor. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect shall review and certify the amounts due the Contractor within five (5) days of receipt of the Contractor's application for payment. In the event that the Architect does not certify for payment the full amount of the Contractor's application for payment, the Architect shall, within said 10 day period, notify the Owner and the Contractor in writing of all reasons for the Architect's withholding of certification of all or part of the application for payment.

2.6.10 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's observations at the site as provided in Section 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the submission includes prevailing wage submittals. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect in the Certificate for Payment. The issuance of a Certificate for Payment

shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed constructions means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.11 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the OPM, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.6.12 The Architect shall review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and for compatibility with adjacent, contiguous or dependent work, with limitations of space, height and building systems and services, and compliance of the design expressed in Contractor's submittals with applicable codes and laws. The Architect shall review and either approve or take other appropriate action within ten (10) business days of receipt of all construction, Shop and/or installation Drawings, and shall make a determination within five (5) business days of receipt as to whether all submissions of catalog cuts, laboratory and mill tests, and Product Data and Samples/submissions conform with the design concept and comply with the Construction Documents. There will be a shop drawing/submittals review process developed by the OPM and Architect. Together the OPM and the Architect will agree upon priorities and order of review if the review is not possible within a 10-day period. The Architect shall within five (5) business days review and approve or take other appropriate action with respect to mockups and within no more than five (5) business days shall prepare all supplemental drawings necessary to execute the Work and to respond to changed field conditions. The Architect shall respond to any requests for information made by the OPM or Contractor within 24 hours (provided that if such 24-hour period expires on a weekend or holiday the Architect shall respond on the next business day). Review of such submittals is not conducted for the purpose of substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the

extent required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents. The Architect shall not be required to review partial submittals nor submittals for which necessary correlated submissions have not been received.

2.6.13 The Architect shall review and sign or take other appropriate action with respect to Change Orders and Construction Change Directives, prepared by the OPM for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order issued through the OPM. If the Architect determines that implementation of the requested changes would result in a material change to the Contract for Construction that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation, and based upon information furnished by the OPM, the Architect shall review and advise the Owner and the OPM concerning the additional cost and time that might result from such change. The Architect shall also estimate any additional costs attributable to Changes in Services of the Architect. With the Owner's approval, the Architect shall request that the OPM incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

2.6.14 The Architect shall inspect the Work with the OPM to determine whether Substantial Completion and Final Completion have been achieved in accordance with the Contract Documents; make written recommendations with respect to Substantial Completion of the Project as to whether the Work as constructed through such date has been constructed in accordance with the Contract Documents; or, if not, the deviations from the Contract Documents observed by the Architect (the certificate issued by the Architect after reviewing the Work in connection with the OPM's review for issuance of a certificate of substantial completion shall be the "Certificate of Substantial Completion"), make written recommendations with respect to final acceptance of the Work (including preparing and submitting to the Owner and the OPM a punchlist of items to be corrected in accordance with the Contract Documents), and provide reports as requested by the Owner concerning the condition of the Work and the

performance of the Contractor. The certificate issued by the Architect in connection with the OPM's review for issuance of a certificate of final completion shall be the "Certificate of Final Completion".

2.6.15 The Architect shall receive and forward to the OPM for the Owner's records written warranties and related documents required by the Contract Documents. The Architect shall inform the OPM and Owner in writing whether the guarantees, warranties and other documents required as conditions precedent to Substantial Completion and Final Completion are complete and in accordance with the requirements of the Contract Documents.

2.6.16 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under the requirements of the Contract Documents on written request of either the Owner, the OPM or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

2.6.17 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith. On matters of interpretation relating to aesthetic effect, the Owner will consult with the Architect and consider the Architect's recommendations, but the Owner's decision shall be final.

2.6.18 The Architect shall render written decisions within a reasonable time on all claims, disputes or other matters in question between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents. The Architect shall submit these decisions to the Owner and Contractor through the OPM.

2.6.19 The Architect's decisions on claims, disputes or other matters, including those in question between the Owner and Contractor shall be subject to resolution as provided in this Agreement and in the Contract Documents. In the event there are items to be resolved by the Architect within 120 days after Substantial Completion of the Work, then the Architect shall provide services to bring resolution without charge to the Owner.

2.6.20 The Architect shall input the Design Development and final Construction Drawings into the Owner's computer-aided drawing and drafting ("CADD") computer system format. Upon the Owner's request at any time during the course of the Project, the Architect shall, as part of Basic Services, deliver to the Owner computer disks, in the Owner's computer format, containing the CADD Drawings for the Project.

2.6.21 The Architect shall periodically review the as-built Drawings and other record Contract Documents to be maintained and marked contemporaneously with the

progress of the Work to record all changes, deviations, and revisions by the Contractor from the Contract Documents. Upon Substantial Completion of the Work, the Architect shall make a final review of the as-built Drawings prepared by the Contractor, and if any omissions, incorrect information or inconsistencies are found, the Drawings shall be returned to the Contractor for correction and resubmission to the Architect. When the Architect finds the Contractor's as-built Drawings to be acceptable, the Architect shall prepare record Drawings and transmit them to the Owner. The Architect shall, as a part of Basic Services, ensure that the record Drawings accurately and fully depict the entire Work as constructed. Upon completion of such record Drawings, the Architect shall deliver to the Owner computer disks containing the record CADD Drawings, in the Owner's CADD format, together with three (3) sets of prints with each sheet clearly marked "RECORD DRAWING" and the date of the print. The Owner's drawing format is the currently supported version of AUTOCAD.

2.6.22 The Architect shall provide assistance to equipment suppliers in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

2.6.23 The Architect and appropriate consultants shall visit the site at least three times as directed by the Owner within the twelve months following the date of Final Completion to conduct post-construction evaluation and consultation with the Owner's commissioning agent, if any, and other appropriate City personnel.

ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2, 3.3 and 3.4 shall only be provided if authorized in a written contract amendment executed by authorized representatives of the Owner and Architect in the form attached hereto as Exhibit D. Services provided without the Owner's prior authorization or confirmation or contrary to the Owner's notice to the Architect shall not be compensable.

3.1.2 If the Owner and the Architect are unable to agree whether a particular service to be performed by the Architect constitutes an Additional Service or a Basic Service, or are unable to agree upon the amount of compensation due to the Architect for a particular Additional Service, the Owner may direct the Architect to perform that particular service and any such disagreement shall not constitute grounds for the Architect to refuse to perform that particular service. Upon such direction from the Owner the Architect shall perform such service, without delay, so as to maintain the progress of the Project during

the pendency of the resolution of the disagreement. Architect's performance of such service does not constitute a waiver of any of Architect's rights under this Agreement or otherwise.

3.1.3 To the extent caused by any failure of the Architect to perform its duties, responsibilities or obligations under this Agreement, services shall be included as Basic Services. Further, even though a particular service (other than those services identified as Additional Services in this Article 3) may not be expressly set forth in this Agreement as part of Basic Services, it shall be deemed to be a part of Basic Services if it is reasonably inferable that such service will be required in connection with full and complete design of the Work or administration of construction of the Work.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives satisfactory to Owner to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 ADDITIONAL SERVICES

3.3.1 Making revisions in Drawings, Specifications or other documents when such revisions are:

(i) inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or changes to the Construction Budget; provided, however, that if the Construction Budget is supplemented by the Owner to the extent necessary to fund a cost overrun of the design provided by the Architect and no expansion of Project scope has occurred, then the Architect will not be compensated for Additional Services.

(ii) required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents;

(iii) due to changes required as a result of the Owner's failure to render decisions in a timely manner, provided that the Architect shall have notified the Owner in writing

in advance of any deadline for decision making and the consequences of Owner's failure to render a decision by such deadline; or

(iv) necessary to document existing conditions determined to be at variance with documents supplied by Owner.

3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Section 5.2.4.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives to the extent that the Architect establishes to the Owner's satisfaction that such Change Orders are required by causes not within Architect's control. The services described herein will be included in Basic Services to the extent incidental to the general scope of the Project as approved or as a part of Project contingency as allowed in the Construction Budget.

3.3.4 Providing services in connection with evaluating an extensive number of substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom when such substitutions are not required to meet the approved Construction Budget. The services described herein will be included in Basic Services to the extent that the substitutions are considered necessary by the Owner to meet the approved Construction Budget.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work. In the event that the Contractor's claims as described herein are the result of poor or incomplete Construction Documents, lack of coordination of documents, or due to action or inaction on the part of the Architect, the responsibility for evaluating these claims is within the Architect's Basic Services.

3.3.8 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the Architect is party thereto.

3.4 OPTIONAL ADDITIONAL SERVICES

3.4.1 Providing financial feasibility or other special

studies.

3.4.2 Providing planning surveys, site evaluations or comparative studies of prospective sites.

3.4.3 Providing special surveys and environmental studies required for approvals of governmental authorities or others having jurisdiction over the Project other than as noted in Article 2 or when such services are requested by the Architect and deemed necessary by the Owner. Such services may include, but are not limited to, test borings, test pits, determinations of soil boring values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions. Architect shall provide scheduling and coordination of testing and analysis and recommendations concerning all test results as part of Basic Services.

3.4.4 Providing services relative to future facilities, systems and equipment that are not a part of the Project or any phase thereof.

3.4.5 Providing coordination of services performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

3.4.6 Providing detailed quantity surveys or inventories of material, equipment and labor.

3.4.7 Providing services required for or in connection with the procurement or installation of movable furniture, furnishings and related equipment.

3.4.8 Providing services for planning interior fit outs for tenant or rental spaces.

3.4.9 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

3.4.10 Performing services in connection with the preparation of as-built Drawings beyond the services required in Article 2.

3.4.11 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 120 days after the date of Substantial Completion of the Work except as provided in Section 2.6.21.

3.4.12 Providing special services of the following consultants, which the Architect shall engage only upon the written request of the Owner:

Audio/Visual Consultant

Architectural Renderer

Furnishings Consultant

Acoustics and Vibration Consultant

Lighting Consultant

Food Service Consultant

Security Consultant

Teledata Consultant

Environmental Consultant

Sustainability Consultant

Geotechnical Consultant

3.4.13 A list of such consultants approved by the Owner for the Project together with their hourly rates is attached hereto as Exhibit C. Any consultants required for the completion of the Architect's services shall be selected by the Architect in consultation with the Owner and the Contractor. Architect shall not employ any consultant to whom the Owner or Contractor have reasonable objection.

3.4.14 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Architectural practice.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide all available information regarding requirements for the Project, including a program which shall set forth, to the extent known and available, the Owner's objectives, schedule, constraints and criteria, including site limit lines, space requirements and relationships, flexibility, expendability, special equipment, systems and site requirements.

4.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative, which may be the OPM, shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.3 The Owner may retain a OPM to administer construction of the Project on behalf of the Owner. The OPM's services, duties and responsibilities will be as described in the OPM Agreement.

4.4 If required, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner may engage the services of consultants at the Owner's expense in connection with the Project. The Architect agrees to work with, and to cooperate with, the

Owner's consultants to the end that the Project is designed in a coordinated and efficient manner, and understands that the Architect's work product may be reviewed by the Owner's consultants. The Owner's engagement of consultants is solely for the Owner's benefit, and shall not be construed as creating any rights for the benefit of the Architect, nor as relieving the Architect of any responsibilities under this Agreement.

4.6 The Owner shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.7 The Owner shall furnish all legal, accounting and insurance counseling services as the Owner may consider to be necessary at any time for the Project, including auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.8 The services, information, surveys and reports required by Paragraphs 4.4 through 4.6 shall be furnished at the Owner's expense and, subject to the provisions of Section 2.2.7, the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.8.1 The Architect shall promptly advise the Owner in writing as to any inaccuracy in or material incompleteness of any of the services, information, surveys and reports required by Paragraphs 4.4 through 4.6 which is observed or otherwise comes to the attention of the Architect; however, subject to the provisions of Section 2.2.7, the foregoing shall not be construed as imposing an affirmative obligation on the Architect independently to ascertain the completeness or accuracy of such services, information, surveys and reports.

4.9 Prompt written notice shall be given by the Owner to the Architect if the Owner becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents; provided, however, the foregoing shall not be construed as imposing an affirmative obligation on the Owner or the OPM to independently ascertain such faults, defects, or nonconformities.

4.10 The proposed language of certificates or certifications requested of the Architect or Architect's consultants shall be submitted to the Architect for review at least 3 days prior to execution. The Owner shall not request certifications that would require knowledge or services beyond the scope of this Agreement.

4.11 The Owner may communicate with the Contractor directly or through the OPM or the Architect, or directly by the Owner. The Owner will endeavor to furnish to the Architect copies of any communications from the Owner to the Contractor, directly or through the OPM.

ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the maximum total cost to the Owner of all elements of the Project designed or specified by the Architect as it may be established by the Contract Price established by the Contract between the Owner and the Contractor.

5.1.2 The Construction Cost shall include the cost at current market rates of all labor, materials, equipment and other services to be furnished and installed by the Contractor to yield a complete, fully-functional Project. Construction Cost shall also include, if applicable, the cost of site work, utilities, parking and roadways. The Construction Cost shall also include a reasonable allowance for the Contractor's overhead, profit/fee and general conditions.

5.1.3 Construction Cost does not include the compensation of the Architect and Architect's consultants, including the cost of Pre-Design Services rendered by the Architect, if any, the Contractor, OPM, or the Owner, the costs of the land, rights-of-way, financing, furniture, movable equipment or other costs which are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 The Architect shall evaluate the Owner's Construction Budget and detailed estimates of Construction Cost at every phase of the design. The Architect's evaluations of the Construction Budget and estimates of Construction Cost shall represent the Architect's best professional judgment as a design professional familiar with the construction of projects of similar size, scope, and complexity in the area where the Project is located. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect. The limit of the Architect's responsibility for the Construction Cost is set forth in this Article 5.

5.2.2 A Construction Budget reflecting the estimated Construction Costs shall be established by the Owner pursuant to the provisions of Section 2.2.6. The Architect may request that the Owner include reasonable contingencies for design, bidding, construction, and price escalation. The Architect shall also provide the Owner with alternative selections of materials, equipment, component systems, types of construction, and bidding alternates to allow the Owner to adjust the Construction Cost as may be deemed necessary or desirable by the Owner.

5.2.3 If the Architect does not agree with the Contractor's or the Owner's Construction Cost estimates, the Architect may engage the services of a cost estimating consultant as part of Basic Services at no additional cost to

the Owner. The OPM may also provide Owner with Construction Cost estimates.

5.2.4 During the design phases of the Project, if the Construction Cost estimates exceed the last Owner-approved Construction Budget, prior to proceeding with the next phase of design, the Architect shall, upon consultation with the Owner and the Contractor, promptly develop Cost Reduction Alternatives pursuant to Section 5.2.6 hereof and implement all Cost Reduction Alternatives approved by the Owner.

5.2.5 During the bidding or construction phases of the Project, if any Construction Cost line item is exceeded by the lowest bona fide general or subcontractor/trade bid or the lowest negotiated price by more than two percent (2%), the Architect shall, after consultation with the Owner and the Contractor, propose Cost Reduction Alternatives to bring the cost of such line item within the last Owner-approved Construction Cost estimate and implement all Cost Reduction Alternatives approved by the Owner.

5.2.6 Cost Reduction Alternatives may include, but are not limited to, alternative materials, equipment, component systems, types of construction, alternate bidding, or other adjustments in the scope or quality of the Project ("Cost Reduction Alternatives"). Cost Reduction Alternatives shall be subject to the review and approval of the Owner. Cost Reduction Alternatives may be suggested by the Owner, Architect, Contractor, or OPM and shall be studied and developed by the Architect in such number and manner as to provide the Owner with a sufficient number of reasonable alternatives for reducing the Construction Cost of the Project to bring the same within the Construction Budget, consistent with the program for the Project and with the overall scope of the Project. The Architect shall have the right not to incorporate Cost Reduction Alternatives into Construction Documents if doing so would violate the Architect's professional standard of care. The Owner's decision with regard to the Cost Reduction Alternatives shall otherwise be final. The Architect shall provide, as Basic Services at no additional cost to the Owner, all services necessary to identify, study, and incorporate Cost Reduction Alternatives into the design of the Project.

ARTICLE 6 USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

6.1 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Architect shall not, however, use the Drawings, Specifications or other documents for any purpose not relating to the Project without the Owner's prior written consent. The Owner shall have the irrevocable royalty-free right (the "License") to retain copies, including reproducible copies (and copies of computer disks or other computer memory storage devices) of the Drawings, Specifications, and other

documents for information and reference in connection with the construction, reconstruction, renovation, repair, maintenance, use and occupancy of the Project, or for future project or design use related to this Project. Without limitation, the word "Drawings" as used in this Paragraph 6.1 includes graphic images of the Drawings contained in computer files stored on computer disks, tapes or other computer memory storage media, and the License includes the right to receive, in the form of such computer memory storage media, and to retain and use, copies of the Architect's CADD Drawings as maintained in the Architect's computer files. The Architect consents to the transfer of the License to any assignee of the Owner. The Architect shall not be responsible for changes made in the Drawings, Specifications or other documents prepared by the Architect without the participation and consent of the Architect as provided in this Agreement; and the Owner or its assignee, as the case may be, shall indemnify and hold harmless the Architect from any claims, liability or cost arising out of any use, reuse of, or changes to, the Drawings, Specifications or other documents prepared by the Architect for the Project.

6.2 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

ARTICLE 7 DISPUTE RESOLUTION

7.1 All claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the alleged breach thereof shall be submitted for resolution to a court of competent jurisdiction in Suffolk County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all services required to be rendered by the Architect under this Agreement or the earlier termination hereof as provided herein, unless the continued deferral of filing such action would result in such claim, dispute or other matter in question being barred by statutes of limitation or repose.

7.2 Prior to commencing litigation proceedings as to any claim, dispute or other matter in controversy, either party may request to resolve the claim, dispute or controversy through non-binding mediation conducted by a single mutually agreeable mediator by sending a written request to the other party. The party receiving the request shall participate in good faith in the mediation procedure. The mediation shall be conducted in Boston, Massachusetts under the current Construction Industry Mediation Rules of the American Arbitration Association or similar construction industry mediation process agreeable to the parties. The mediator may join in any mediation the disputing parties and any other party willing and available to participate who may be necessary for a mutually acceptable resolution of the dispute. The fees and expenses of the mediator shall be borne equally by the parties. The parties agree that they will use reasonable efforts to conclude any such mediation promptly.

ARTICLE 8 TERMINATION, SUSPENSION OR ABANDONMENT

8.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.2 If the Project is suspended by the Owner for more than 60 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension in accordance with this Agreement.

8.3 Notwithstanding any other provision of this Agreement, this Agreement may be terminated by the Owner with or without cause upon not less than seven days' written notice to the Architect. In the event of such termination, the Architect shall be compensated for all services performed and reimbursable expenses incurred in accordance with this Agreement prior to the effective date of termination. The Architect shall not be entitled for any compensation for lost or anticipated profits, overhead, or fees on services not performed due to termination of the Agreement.

8.4 Failure of the Owner, without cause, to make payments to the Architect when due in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

8.5 If the Owner fails to make payment when due to the Architect for services and reimbursable expenses, the Architect may, upon 15 days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment is received by the Architect for services and reimbursable expenses properly incurred in accordance with this Agreement within 15 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

ARTICLE 9 MISCELLANEOUS PROVISIONS

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

9.2 Terms in this Agreement shall have the same meaning as those in the Owner-Contractor Agreement or other contract documents referenced therein.

9.3 The Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance as set forth in the Owner-Contractor Agreement. The Owner and Architect each shall require similar waivers from their contractors, consultants and agents.

9.4 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal

representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The Architect shall not assign this Agreement without the written consent of the Owner, which consent may be withheld in the Owner's sole discretion.

9.5 This Agreement, together with the documentation incorporated herein by reference, represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.6 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 Architect.

9.7 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If any hazardous materials are encountered at the Project site, and the Architect reasonably concludes that its continued performance of any of its services hereunder could expose the Architect to loss, damage or liability as a result of the presence of such hazardous materials, the Architect may, upon notice to the Owner, suspend performance of those of its services affected thereby until adequate arrangements are made by the Owner to deal with the hazardous materials. The Architect may rely upon the designs, instructions and specifications provided by consultants engaged by the Owner in any abatement program for such hazardous substances.

9.8 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional materials. The Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect on the construction sign and in promotional materials for the Project.

9.9 The Architect 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 Architect in connection with the Project.

ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

10.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits,

insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits, but not exceeding the amounts set forth on Exhibit B, attached.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses.

10.2.2 Expense of transportation in connection with the Project; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project.

10.2.3 Expense of reproductions, including drawings reproduction, CADD plotting of drawings, postage and handling of Drawings, Specifications and other documents delivered to the OPM, Contractor or Subcontractors or others at Owner's direction.

10.2.4 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.

10.2.5 Expense of renderings, models and mock-ups requested by the Owner.

10.2.6 Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that required hereunder.

10.2.7 Expense of field and laboratory testing services.

10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

10.3.1 Payments for Basic Services shall be made monthly on the basis set forth in Section 11.1.2.

10.3.2 If and to the extent that the time initially established in Section 11.4 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Section 11.2.2 provided that: (i) customary assistance in the utilization of equipment and systems, such as start-up, testing, adjusting and balancing, shall be provided as a part of Basic Services, whether before or after expiration of such 120 day period, and (ii) if the Architect's final inspection and close-out services shall be delayed beyond such 120 day period, for reasons beyond the control of the Architect, the Architect shall be entitled to compensation for Additional Services, but only for services performed and costs incurred by the Architect beyond those services and costs that would have been performed and incurred had such services been performed prior to such 120 day period (for example, additional labor costs resulting from changes in or reassignment of personnel).

10.3.3 Progress Payments. The Architect shall submit to the Owner a monthly Request for Payment, in form and substance satisfactory to the Owner. Each Request for

Payment shall set forth the amount due on account of Basic Services, and Additional Services for the preceding month, a detailed breakdown of each amount, and the sum of all prior payments. The Owner shall review each such Request for Payment and may make such exceptions or adjustments as the Owner considers necessary or appropriate. Within thirty (30) days after submission of each such Request for Payment, the Owner shall make payment to the Architect in the amount approved, subject to Paragraph 10.3.5 below. The cumulative amounts of such progress payments to the Architect shall not exceed the amounts specified or allocated for each Phase of the Architect's services in Section 11.1.2.

10.3.4 Final Payment. Promptly after the termination of the Construction Phase, the Architect shall submit a final Request for Payment which shall set forth all amounts due and remaining unpaid to the Architect and upon approval thereof by the Owner, the Owner shall pay to the Architect the amount due thereunder.

10.3.5 Payment Conditions.

10.3.5.1 Any provision of this Agreement to the contrary notwithstanding, the Owner shall not be obligated to make any payment (whether a progress payment or final payment) to the Architect hereunder if any one or more of the following conditions exists:

(i) The Architect is in material default of any of its obligations hereunder; or

(ii) Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, that payment shall be made as to the part thereof attributable to services which were performed in accordance with this Agreement; or

10.3.5.2 The Owner may also withhold from payments otherwise due the Architect such amounts as may be necessary in order to provide for retention covering the fair value of any claims the Owner has against the Architect, for any costs, losses or damages suffered by the Owner as a result of the negligent acts or omissions or willful misconduct of the Architect.

10.3.5.3 No progress payment made shall be construed as final acceptance or approval of that part of the services to which such progress payment relates or relieve the Architect of any of its obligations hereunder. The Architect shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of services. The acceptance of final payment shall constitute a waiver of all claims by the Architect, except those previously made in writing and identified by the Architect as unsettled at the time of the final request for payment.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

10.4.1 Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made

monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

10.5 PAYMENTS WITHHELD

10.5.1 Owner shall not make any deductions, reductions, or setoffs from or against any amounts payable to the Architect under this Agreement on account of any claims by the Owner which, if valid, would be covered by any insurance policy under which the Architect is insured, and as to which the Architect furnishes to the Owner reasonable evidence of such unexhausted and available coverage.

10.6 ARCHITECT'S ACCOUNTING RECORDS

10.6.1 All expenses pertaining to services performed on a "time" basis, Additional Services and Reimbursable Expenses shall be kept in accordance with generally accepted accounting principles and shall be available to the Owner or the Owner's authorized representatives at mutually convenient times. Such records relating to services performed on a "time" basis, Additional Services and Reimbursable Expenses shall be submitted to the Owner with each Request for Payment to which they relate. The Architect shall retain all such records for at least three years after expiration or earlier termination of this Agreement. The provisions of this Section 10.6.1 shall survive termination of this Agreement.

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

11.1 BASIC COMPENSATION

11.1.1 FOR BASIC SERVICES, as described in Article 2, and any other services included in Article 12 as part of Basic Services, compensation shall be computed as follows:

Compensation for all Basic Services under this Agreement shall be a fixed fee in an amount equal to _____ **Dollars** (\$ _____), which shall be paid in accordance with the following schedule as described below:

Schematic Design Phase:	_____ %	\$ _____
Design Development Phase:	_____ %	\$ _____
Construction Documents Phase:	_____ %	\$ _____
Bidding/Negotiation Phase:	_____ %	\$ _____
Construction and Closeout Phase:	_____ %	\$ _____
<hr/>		
Total Basic Compensation:	100%	\$ _____

11.1.2 AUTHORIZATION: The Owner will issue separate purchase orders to authorize the Architect to perform individual categories of the Basic Services as described in Section 11.1.1 above.

11.2 COMPENSATION FOR ADDITIONAL SERVICES

11.2.1 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 3.2, compensation shall be computed as follows: Principals’ and employees’ labor shall be paid at 1.0 times Direct Personnel Expense. The parties agree that Direct Personnel Expense for principals and employees set forth on Exhibit B, attached, shall be the hourly rates specified on Exhibit B.

11.2.2 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows: The parties agree that the hourly billing rates set forth on Exhibit B, attached hereto and incorporated herein by reference, include the Direct Personnel Expense for the Architect’s principals and employees, and that compensation pursuant to this Section 11.2.2 shall be computed at such rates.

11.2.3 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.12 or identified in Article 12 as part of Additional Services, a multiple of one point zero five (1.05) times the amounts billed to the Architect for such services.

11.2.4 BONUS PROVISIONS: In the event that the Owner determines in advance that a bonus may be payable with respect to all or a portion of the Work performed by the Architect under this Agreement, upon final acceptance of the Work (or such portion as to which a bonus may be available) by Owner, the Owner will pay the Architect additional compensation as a bonus, in an amount not to exceed 3% of the Basic Compensation set forth in Paragraph 11.1.1, provided that bid packages are completed on time in a fashion satisfactory to the Owner, Substantial Completion shall have been achieved by the date set forth in **Schedule A** for Substantial Completion (the “Substantial Completion Date”), Final Completion shall have been achieved by the date set forth in **Schedule A** for Final Completion (the “Financial Completion Date”) and that the net additional Construction Cost due to Change Orders is at or below 3% of the Contract Price as set forth in the Contract for Construction (not including scope additions that may be added by Owner at the Owner’s discretion). The bonus will be payable as follows:

- (i) If Substantial Completion shall have been achieved by the Substantial Completion Date: 1% shall be earned.
- (ii) If Final Completion shall have been achieved by the Final Completion Date: 1% shall be earned.
- (iii) If aggregate Change Order value at Substantial Completion of the Work (other than Change Orders resulting from Owner initiated scope changes) is at or below 3% of the Contract Sum: 1% shall be earned.

11.3 REIMBURSABLE EXPENSES

11.3.1 FOR REIMBURSABLE EXPENSES, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of one point zero five (1.05) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

11.4 ADDITIONAL PROVISIONS

11.4.1 If the Basic Services covered by this Agreement have not been completed in accordance with the deadlines set forth in **Schedule A** through no fault of the Architect or any of the Architect's consultants, extension of the Architect's services beyond the Schedule A deadlines shall be compensated as provided in Sections 11.2.2, subject, however to Section 10.3.2.

11.4.2 The Architect's applications for payment must be submitted to the Owner by the 10th day of each calendar month. Payments due and payable to the Architect shall be paid by the Owner within thirty (30) days from the date the Architect's invoice is received by the Owner, if received by the 10th calendar day of the month, and otherwise shall be due and payable by the end of the following month.

ARTICLE 12 OTHER CONDITIONS AND SERVICES

12.1 INSURANCE

The Architect shall maintain at the Architect's expense, and shall file with the Owner a certificate evidencing, Professional Liability Insurance issued by an insurance company acceptable to the Owner having minimum limits of ONE MILLION Dollars (\$1,000,000) for each claim and ONE MILLION Dollars (\$1,000,000) annual aggregate. Such Errors and Omissions insurance shall have a deductible not in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) and shall remain in full force and effect from the date hereof until Substantial Completion of the Work and for a period of six (6) years following completion of the Architect's services provided pursuant to this Agreement. Such certificate shall include an endorsement that the issuing company will mail at least thirty (30) days prior written notice to the Owner before cancellation, expiration without renewal, or amendment of any such policies. The Architect shall also maintain Statutory Worker's Compensation coverage and Employer's Liability Insurance Coverage with a minimum amount of \$500,000.00 each individual, \$500,000.00 each occurrence; and Automobile Liability, Commercial General Liability and Valuable Papers policies with companies and in forms and amounts reasonably acceptable to the Owner (provided that the minimum limits of coverage for commercial general liability and automobile liability shall be not less than \$1,000,000.00 per occurrence and in the aggregate). The Architect shall require its engineers, consultants and other professionals employed by it in connection with the Project to maintain similar insurance coverages as Architect is required to maintain under this Agreement in amounts acceptable to Owner. The Owner and such other parties as the Owner shall reasonably require shall be included as additional insureds on the Architect's and Architect's engineers', consultants' and other professionals' automobile and commercial general liability policies for occurrences arising out of the Project or this Agreement; and the Architect, and each of the Architect's engineers, consultants and other professionals, shall list the Project as a covered project under its Professional Liability Insurance Policy, if required for coverage. Upon request, the Architect shall promptly deliver true and complete copies of the aforementioned insurance policies to the Owner. The Architect shall provide the Owner with certificates evidencing all of the foregoing insurance at the execution of this Agreement and on an annual basis thereafter.

If directed by Owner, the Architect shall also purchase (as a Reimbursable Expense) a Project-specific liability insurance policy, in form and substance satisfactory to Owner, issued by an insurance company acceptable to Owner, having limits, a deductible and a term satisfactory to Owner in all respects. A true and complete copy of the project-specific policy shall be provided to Owner within twenty (20) days of the date of this Agreement or any amendment hereto requiring such a policy.

12.2 INDEMNITY

The Architect shall fully completely and without limitation indemnify, defend, and hold the Owner and its trustees, members, officers, employees, agents, consultants, contractors, successors, assigns, and other representatives (the "Indemnified Parties") harmless from and against any and all claims, demands, losses, damages, injuries, liabilities, actions, causes of actions, costs and expenses (including reasonable attorneys' fees) for or on account of any injuries to persons (including death), damage to property, or any other financial loss to the extent caused by the Architect's breach of this Agreement or any fraudulent, wrongful, negligent, or willful act, error, omission, breach of contract, infringement of any patent or intellectual property right of or by the Architect or any of its agents, consultants, subconsultants, employees, agents or other representatives, or other misconduct. The Architect's duty to defend the Indemnified Parties shall not extend to claims covered by Architect's professional liability insurance policy required by this Agreement. The Architect shall cause its indemnity obligations hereunder to be insured under its general liability and professional liability insurance policies, as applicable. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Owner which would otherwise exist. The extent of the foregoing indemnification and hold harmless agreement shall not be limited by any provision of insurance required pursuant to Paragraph 12.1 of this Agreement and shall survive the termination of this Agreement.

12.3 NO PERSONAL LIABILITY

No trustee, director, member, officer, employee, agent or representative of the Owner or Architect shall be personally liable to the other under any term or provision of this Agreement for any payment obligations or otherwise, or because of any breach hereof, each party agreeing to look solely to the assets of the other party for the satisfaction of any liability hereunder. In no event shall the Owner be liable to the Architect except for payment for services rendered pursuant to and in accordance with this Agreement, nor shall the Owner ever be liable to the Architect for indirect, incidental or consequential damages.

12.4 PROJECT TEAM

The Architect agrees to staff the Project with a sufficient number of qualified personnel (the "Project Team") to assure at all times effective and timely production, management, administration and superintendence with respect to the services to be provided by the Architect under this Agreement. The Project Team will include those positions and individuals identified in Exhibit B attached to this Agreement. Any additional members of the Project Team shall be subject to the Owner's prior written approval, and no member of the Project Team shall be replaced (except in the case of death, retirement, withdrawal or disability) without the Owner's prior written consent. The Owner may require replacement of any member of the Project Team, with or without cause, and may require increased levels of staffing by the Architect if necessary to achieve proper production, management, administration and superintendence. If the Architect disagrees with any direction of the Owner with respect to staffing it may reserve its right to dispute the direction under Article 7, but shall comply with direction pending resolution of the dispute. The Architect shall use its most professional efforts in undertaking its responsibilities under this Agreement in accordance with the professional standards of skill, care and diligence ordinarily expected of top caliber architectural firms in the greater Boston area on projects of comparable scope and complexity. The Architect shall, consistent with the standards of care required hereunder, be responsible for the adequacy and overall integrity and coordination of the design of the Project, including but not limited to the structural, mechanical and electrical design of the Project, the safety of the design and the compliance of the design of the Project with all applicable laws, codes and regulations.

12.5 EEO/AA

The Architect agrees to abide by the Equal Employment Opportunity, Non-Discrimination, and Affirmative Action Requirements of the Owner, which shall include, but may not be limited to, a demonstrated commitment to achieving the Owner's participation goal for this Project.

The Minority and Women Business Enterprise participation goals are 6.6% for MBE and 15% for WBE of the Architect Total Basic Compensation set forth in Article 11 hereof. In addition, the Authority will require reporting on the state mandated workforce participation goals for design & construction contracts of 6.9% for women and 15.3% for minorities as required under M.G.L. c. 149, §44A(2)(G).

Upon request of the Owner, the Architect shall submit documentation to the Owner to evidence its compliance with the participation goal established by this Section, and, if the goal is not achieved, the Architect shall document measures undertaken to attempt to meet the participation goal.

12.6 MODIFICATION OF ARCHITECT'S BASIC SERVICES

The Owner and Architect shall execute a contract modification, in the form attached hereto as Exhibit D, to establish the scope, schedule, and compensation for Basic and/or Additional Services of the Architect in connection with subsequent phases of the Project beyond the current phase.

12.7 EXHIBITS AND SCHEDULES

The following Exhibits and Schedules are incorporated into this Agreement. Any terms, conditions, or provisions contained in any Exhibit or Schedule not prepared by the Owner that are inconsistent with the Agreement shall not be binding on the Owner.

Exhibit A	Statement of Qualifications (Part One) and Technical & Price Components (Part Two)
Exhibit B	Architect's Hourly Billing Rates
Exhibit C	Consultants' Hourly Billing Rates
Exhibit D	Form of Contract Amendment
Exhibit E	Conflict of Interest Statement, Certificate of Tax Compliance, and Affidavit of Non-Collusion
Schedule A	Project Milestone Dates

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal as of the day and year first above written.

OWNER

_____	_____
Name	Date Signed
Title	

CITY OF EVERETT:

_____	_____
Director Name	Date Signed
Managing Department	

_____	_____
Kiara M. Freeman	Date Signed
Chief Procurement Officer	

_____	_____
Bill Fowler	Date Signed
Interim City Auditor	

Approved as to Form:

_____	_____
Jaclyn Munson, Esq.	Date Signed
City Solicitor	

_____	_____
Robert Van Campen	Date Signed
Mayor	



City of Everett, Massachusetts
Agreement Between Owner and Contractor (Chapter 149)

Project Name _____

City Project No. _____

EXHIBIT A

Statement of Qualifications (Part One) and
Technical & Price Components (Part Two)

Dated _____

SAMPLE

EXHIBIT B

Architect's Hourly Billing Rates

EXHIBIT C

Consultants' Hourly Billing Rates

EXHIBIT D

Form of Contract Amendment

OWNER – ARCHITECT CONTRACT AMENDMENT No. __

This Contract Amendment (“Amendment”) is made and entered into as of this ___ day of _____, by and between the City of Everett (“City” or “Owner”) and _____, Architects, a Massachusetts professional corporation with a principal office located at _____, Massachusetts _____ (“Architect”).

The Owner and the Architect have entered into that certain Agreement between Owner and Architect, dated as of _____ (the “Agreement” and, together with all exhibits thereto and all other documents as defined therein, the “Contract”), in connection with the construction of the _____ (City Project No. _____) located on the _____ in _____, Massachusetts (the “Project”).

This Amendment is entered into by the Owner and the Architect to evidence their agreement with respect to the modification of 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 Architect hereby agree to amend the Contract as follows:

(1) The Contract Scope of Services is hereby amended to _____, which services shall be performed in accordance with the requirements of the Contract, as so modified (“Amended Scope of Services”). The Architect’s adjusted Basic Compensation for the modifications required by this Amendment shall be _____ Dollars (\$_____).

(2) The Architect’s Total Basic Compensation for the Project is thereby increased to _____ Dollars (\$_____), which shall be paid in accordance with Schedule A, attached hereto and incorporated herein by reference. The Architect agrees, by execution of this Amendment, that the amount of Total Basic Compensation set forth hereinabove shall not be exceeded. If the Architect’s costs for performing the Scope of Services required under the Contract, as modified by this Amendment No. __, exceed the amount of Total Basic Compensation, the Architect shall be solely responsible for payment of such excess without reimbursement from the Owner.

(3) The Architect’s services required by this Amendment No. __ shall be performed in accordance with the project design schedule established by the Contract. If the project design schedule will be exceeded as a result of this Amendment, the revised project design schedule are hereby set forth on Schedule B, attached hereto and incorporated herein by reference.

(4) Except as expressly reserved herein, this Amendment constitutes complete and final compensation for the Architect in connection with the modified scope, terms, and/or conditions of this Amendment and the Architect represents that it shall have no claim against the

Owner for any additional or further compensation or time for performance relating to any way to the subject matter of this Amendment.

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

(6) Except as expressly reserved in this Amendment, this Amendment constitutes complete and full compensation for the modifications set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal, in multiple counterparts, each of which shall be deemed to be an original hereof and collectively comprising a fully executed instrument, as of the date and year first above written.

OWNER

Name
Title
CITY OF EVERETT:

Date Signed

Director Name
Managing Department

Date Signed

Kiara M. Freeman
Chief Procurement Officer

Date Signed

Bill Fowler
Interim City Auditor

Date Signed

Approved as to Form:

Jaclyn Munson, Esq.
City Solicitor

Date Signed

Robert Van Campen
Mayor

Date Signed

End of Document

EXHIBIT E

Conflict of Interest Statement

CITY OF EVERETT, MASSACHUSETTS
CONFLICT OF INTEREST STATEMENT

The Architect hereby certifies, under the penalties of perjury, that:

- 1) The Architect 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 Architect has given, offered, or agreed to give any gift, contribution, offer of employment or financial incentive of any kind to the Architect 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 Architect.
- 3) No person, other than a bona fide full-time employee of the Architect has been retained or hired by the Architect to solicit for or in any way assist the Architect 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 Architect.
- 4) Throughout the duration of the contract, if awarded the contract, the Architect 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 Architect 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, MASSACHUSETTS
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 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, MASSACHUSETTS
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

SCHEDULE A

Project Design Schedule

<u>Milestone</u>	<u>Completion Date On or Before</u>
Schematic Design	_____
Design Development	_____
Construction Documents	_____
Substantial Completion	_____
Final Completion	_____
FF&E – Move in	_____
Building Occupancy	_____