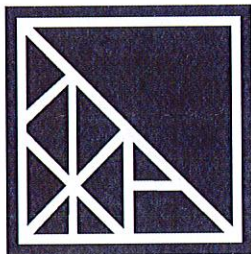




REQUEST FOR PROPOSALS
Engineering Services for
Wharf 8 Bulkhead Repair
Boston Marine Industrial Park
EDIC Project No. 1207B



Thomas M. Menino, Mayor
Peter Meade, Director

**ECONOMIC DEVELOPMENT & INDUSTRIAL
CORPORATION OF BOSTON**

22 Drydock Avenue, Suite 201, Boston, MA 02210

EDIC Board Members

Clarence J. Jones, Chairman

Timothy P. Burke, Member

Brian P. Golden, Clerk

Paul Foster, Member

Consuelo Gonzalez-Thornell, Treasurer

James M. Coyle, Member

August, 2013

REQUEST FOR PROPOSALS

**Engineering Services for
Wharf 8 Bulkhead Repair
Boston Marine Industrial Park, Boston, MA**

AWARDING AUTHORITY:
Economic Development & Industrial Corporation
Engineering and Facilities Management Division
Capital Construction Department
22 Drydock Avenue, Suite 201
Boston, MA 02210

EDIC Project No. 1207B
August, 2013

Thomas M. Menino, Mayor
Peter Meade, Director

ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

Request for Proposals Engineering Services for Wharf 8 Bulkhead Repair Boston Marine Industrial Park, Boston, MA

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ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

Request for Proposals

Engineering Services for Wharf 8 Bulkhead Repair Boston Marine Industrial Park, Boston, MA

I. Introduction

The Economic Development & Industrial Corporation (the “EDIC” or the “Authority”) is seeking proposals for the performance of engineering services for the Wharf 8 Bulkhead Repair Project in the Boston Marine Industrial Park. The Economic Development & Industrial Corporation (EDIC) is issuing this Request for Proposals (RFP) for the design of construction documents, construction-phase contract administration, and permitting assistance with the required local, state, and federal permitting agencies for repairs to the existing bulkhead and improvements to the topside area adjacent to the Boston Harbor.

A. Objective

The objective of this RFP is to hire an experienced and professional engineering firm (the Consultant) with the necessary sub-consultants for the task of evaluating the existing conditions and designing an engineered solution to replace the functioning capacity of the existing deteriorated bulkhead located at the west and northwest sides of Wharf 8 (see Appendix B for a plan showing the limit of bulkhead repair). The Consultant shall create a set of construction documents suitable for public bidding and provide all of the permitting and construction administration necessary to complete the work.

As part of the engineering services, the Consultant shall assume the installation of an entirely new bulkhead system and provide the EDIC with three (3) recommendations for repairing each of the two (2) sections of proposed bulkhead repair. The Consultant shall consider repairs both inboard and outboard of the existing system, the re-use of existing structural members (i.e., connecting to existing tie-rods with welded sister rods), coating options, varying bulkhead profiles and materials, and any other options which provide a sound financial and engineering solution to a repair plan. The design of the new bulkhead system shall be equal in height to the existing top of bulkhead elevation.

The Consultant shall gather all available data and records from the Authority and conduct all necessary field work for verifying and documenting the existing conditions of the project area. A topographic survey is required and shall include all areas near the Wharf 8 bulkhead where the proposed improvements will impact the existing conditions. The survey will be used to prepare the design contract drawings for the bulkhead construction bid documents.

The Consultant shall perform a bathymetric survey in order to understand the size, scope and extent of the existing stone riprap located on the north side of the project area. For this area, the Consultant will investigate the most effective bulkhead design knowing the interference that exists with the stone riprap (see attached bulkhead designs in Appendix B). It is the intent of this RFP to minimize the costs of handling and removing riprap

ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

improvements included backfilling the sections where losses had occurred through the bulkhead holes and repaving the topside with a Harborwalk surface treatment.

C. Proposal Submission Requirements

Each respondent must submit one original and six sealed copies of its proposal by the end of day on **Wednesday, September 18, 2013**. A project approach letter is required to be submitted which identifies the Scope of Work as described in the RFP. The letter should include the name and resume of the Project Manager as well as all support staff and include any sub consultants if necessary. The permitting submission and a project schedule should be included as well. The Project Fee Schedule should be filled out and included with the proposal. Proposals should be delivered to the Economic Development & Industrial Corporation, 22 Drydock Avenue, Suite 201, Boston MA, 02210, attn: Mr. Lawrence D. Mammoli, Director of Engineering and Facilities Management.

D. Pre-Proposal Meeting and Site Access

A pre-proposal meeting shall take place at **10:00am on Wednesday, September 11, 2013**, at Wharf 8 in South Boston. The meeting will consist of a brief overview of the project, a tour of the project area and a question and answer session.

The grounds are under the management of the EDIC Engineering & Facilities Management Division, MIP Operations Department. Authorization for entry must be coordinated with Mr. James Sorrentino, Deputy Director for Operations, at (617) 918-6203.

E. Proposal Selection Criteria

Upon submission, the responses to the RFP shall be evaluated by the EDIC project team on the following basis: relevant maritime project experience, quality of project team, responsiveness to the RFP, permitting submission, fee and schedule.

The EDIC will review all proposals submitted in accordance with this RFP. All proposals will be reviewed in accordance with and be subject to the criteria, procedures, submission requirements and other requirements outlined in this RFP. After receipt of proposals, the EDIC may, at its discretion, interview one or more respondents, during which time such respondent will have the opportunity to more fully present its proposal and respond to questions.

F. Contact Information

All questions regarding this RFP should be directed to the EDIC Project Manager, Mr. Nat Gorham, Project Engineer, at (617) 918-6252, and by email at nat.gorham.bra@cityofboston.gov.

II. Performance of Services

ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

2. Bulkhead Inspection Report – Parcel V1, Childs Engineering Corporation, Medfield, MA, December, 2011.

Task 3 - Conceptual Design Presentation and Recommendation

The Consultant shall prepare and present the Existing Conditions drawing/data and a Conceptual Design plan sufficient in detail to outline a recommendation for the repair of the steel bulkhead. The recommendation shall include three (3) recommendations for alternate repair solutions to each of the two (2) legs of the bulkheads, showing the repair in section, along with construction cost estimates for comparison and a site plan showing the basic set of topside site improvements. This presentation shall take place within 45 calendar days of the commencement of Task 1.

Task 4 - Development of Preliminary Design Drawings

At the conclusion of Task 3, the Consultant shall prepare a preliminary design *with a refined construction cost estimate* which generally depicts the program and the various specification sections that are needed for performing the work. The preliminary design drawings and general specifications should be at a sufficient level of detail to clearly show all requirements of the project. The Preliminary Design shall be presented to the EDIC project team in hard copy format and in presentation format at a meeting for review, input and approval.

Task 5 - Development of Final Design Drawings for Public Bid

On the basis of an *approved* preliminary design, the Consultant shall prepare and submit the Final Design Documents and an *updated final cost estimate* to the Authority for review/approval and shall be in a form suitable for public bidding (Chap. 30, 39M, M.G.L).

The drawings/specifications shall be submitted to the EDIC both in electronic format (AutoCAD) and as a set of mylar reproducible. The Final Design shall also be presented to the EDIC project team in presentation format at a meeting for review, input and approval at EDIC offices

Based on the approved Preliminary Design, the Final Design Documents may include specifications for:

Submittals	Permitting
Construction Schedule	Safety Procedures
Working Hours	Noise Level Restrictions/Dust Control
Completion Dates	As-Built Contract Drawings
Project Close-out	Environmental Management
Project Meetings	Paint/Coatings
Furnishings	Erosion Control
Concrete	Signage
Sheet Piling	Demolition

ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

area to its original condition (HarborWalk paint excluded) upon completion. The Consultant shall also provide a cost for the similar task of locating one (1) deadman for the purpose of evaluating its existence, location and condition. Currently the EDIC has no existing conditions information which documents the deadmen quantity or locations.

Additionally, each respondent shall provide the EDIC with unit cost information for subcontractor services, including, without limitation, labor (including hourly rates), equipment, instrumentation and other services which may be required in connection with subsurface work and for any additions or deletions that may be required.

B) Soil Borings

Under Appendix C (Subsurface Work, Soil Borings) in the Fee Schedule, provide a total cost for performing four (4) soil borings (2 on the west side, 2 on the north side) for the purpose of evaluating the bearing capacity of the soil at and below the mudline. The soil borings shall be performed from the land side of the Wharf.

Additionally, each respondent shall provide the EDIC with unit cost information for subcontractor services, including, without limitation, labor (including hourly rates), equipment, instrumentation and other services which may be required in connection with subsurface work and for any additions or deletions that may be required.

Item 4) Reproduction Services

After the final preparation of contract documents, and upon the written request of the EDIC, the Consultant shall submit to the EDIC a detailed cost estimate for the reproduction and delivery of that quantity of suitably bound reproductions of contract documents prepared for the public bidding. Upon the Authority's written approval of the proposal, the Consultant shall arrange with the approved reproduction company and provide these services as directed by the EDIC. The EDIC shall pay the Consultant at the rate of One Hundred Ten Percent (110%) of the actual cost incurred by the Consultant up to the contract limit specified.

Item 5) Changes & Contingencies Allowance

Changes and Contingencies shall be used at the discretion of the Authority when unforeseen conditions arise and engineering services are requested that are not included in the original engineering contract.

Item 6) Miscellaneous Marine Environmental Services Allowance

Miscellaneous Environmental Services shall be used at the discretion of the Authority when unforeseen conditions arise specific to environmental conditions uncovered within the project limit.

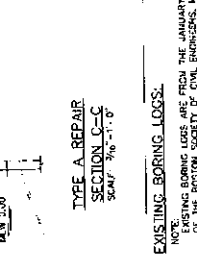
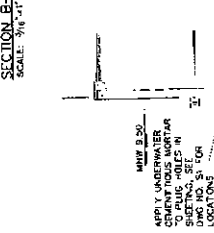
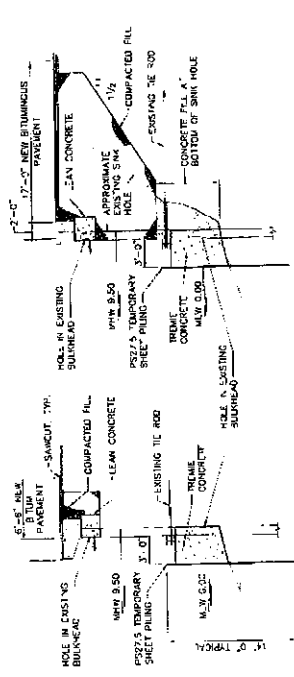
APPENDIX A

**Wharf 8 Bulkhead Repair Plans
Fay, Spofford & Thorndike, LLC., January, 2004.**

Existing Conditions Photographs

- NOTES:**
- NO MATERIAL WILL BE ALLOWED TO BE DROPPED INTO THE WATER.
 - CONTRACTOR SHALL PROVIDE AND INSTALL A 6 FOOT HIGH TEMPORARY CHAIN LINK FENCE WITH GATE AS SHOWN, INCLUDING SIGNAGE STATING "CONSTRUCTION AREA-AUTHORIZED PERSONNEL ONLY".
 - THE CONTRACTOR SHALL COORDINATE THE WORK WITH THE BUREAU OF PUBLIC WORKS AND THE BUREAU OF WATER SUPPLY AND SEWERAGE.
 - ALL CRUISE LINES AND FLEET BOSTON PAVILION.
 - THE CONTRACTOR WILL BE PERMITTED TO TEMPORARILY RELOCATE THE EXISTING FLOORS NEAR THE WORK AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF THE FLOORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF THE FLOORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF THE FLOORS.

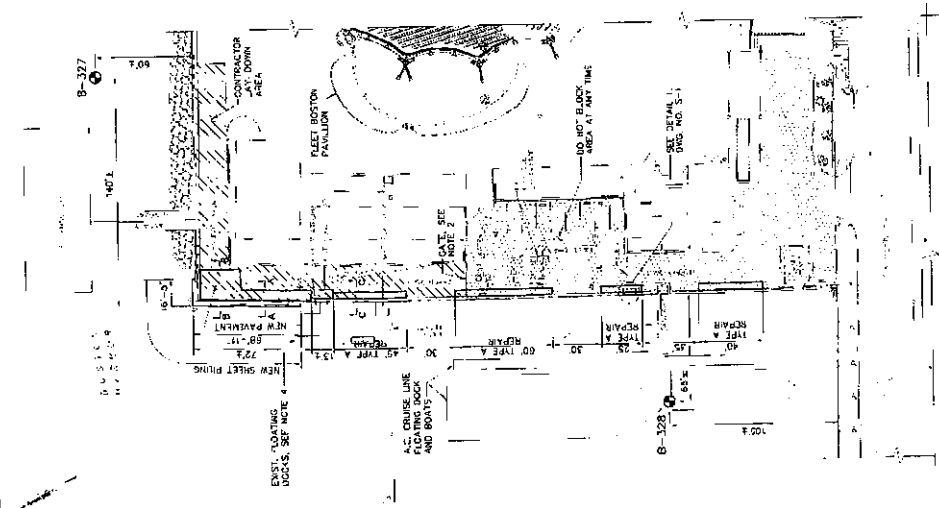
- LEGEND:**
- CONTRACTOR LAY-DOWN AREA
 - AREA NOT TO BE BLOCKED AT ANY TIME
 - BORING



EXISTING BORING LOGS:

NOTE: EXISTING BORING LOGS ARE FROM THE JANUARY 1977 JOURNAL OF THE BOSTON SOCIETY OF CIVIL ENGINEERS, VOL. NO. 3.

BORING	DEPTH	FORMATION
BORING 322	0 TO 4 FT.	SOFT SILT
	4 TO 10 FT.	YELLOW CLAY
	10 TO 14 FT.	BLUF CLAY
	14 TO 20 FT.	SAND, GRAVEL & CLAY
	20 TO 25 FT.	CONCRETE SAND GRAVEL
	25 TO 31 FT.	CONCRETE SAND GRAVEL
	31 FT.	SEPTUM
BORING 327	0 TO 13 FT.	MUD
	13 TO 17 FT.	GRAVEL
	17 TO 43.5 FT.	PREHARDE ROCK
	43.5 FT.	



BOSTON REDEVELOPMENT AUTHORITY
SYSTEMS PLANNING AND CONSTRUCTION DEPARTMENT OFFICE
100 STATE STREET, BOSTON, MASSACHUSETTS 02109

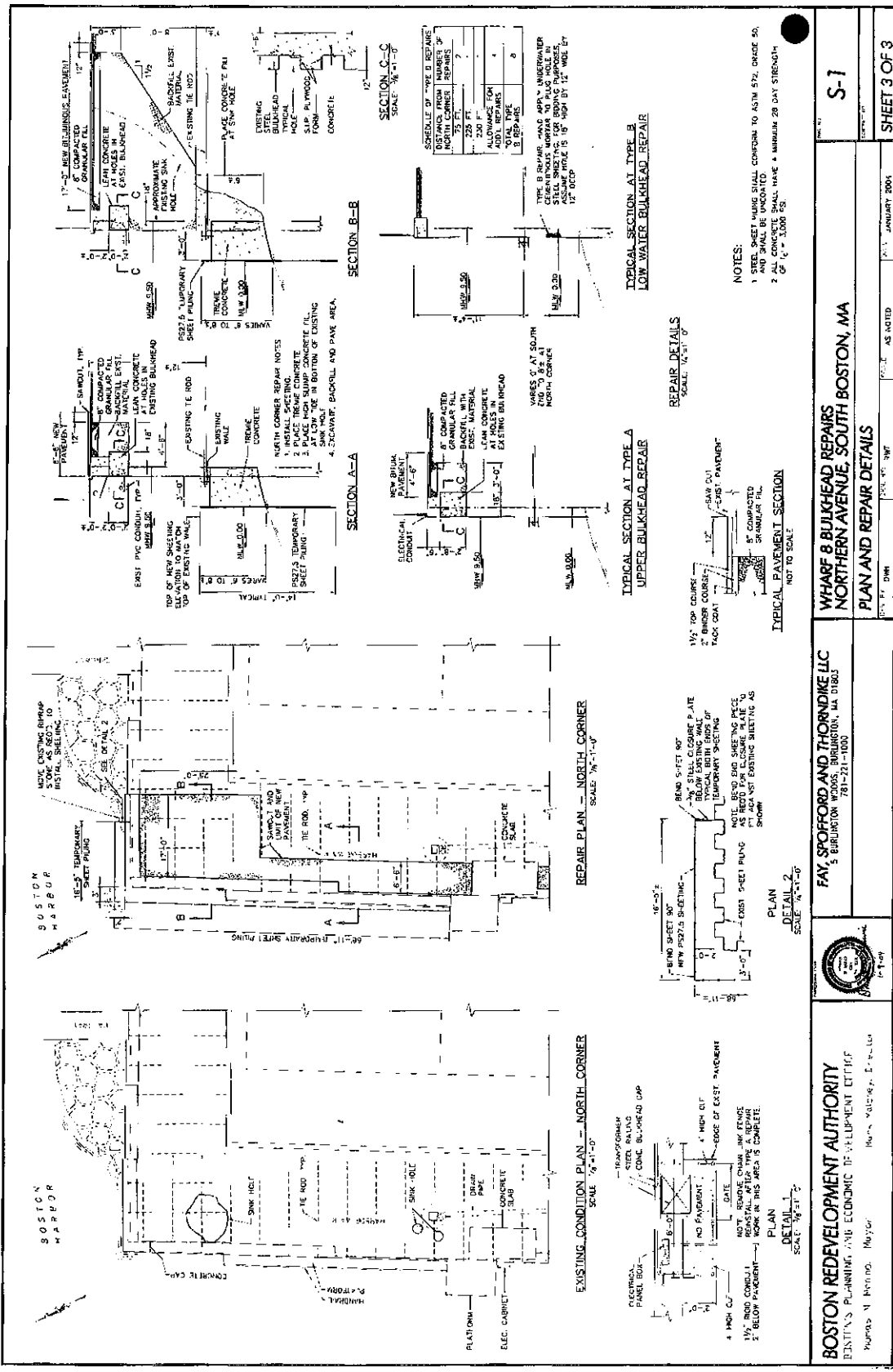
FAY, SPOFFORD AND THORNDIKE LLC
3 BURLINGTON ROAD, BURLINGTON, MA 01803
TEL: 781-221-1000

WHARF 8 BULKHEAD REPAIRS
NORTHERN AVENUE, SOUTH BOSTON, MA

GENERAL PLAN AND TYPICAL SECTIONS

DATE: JANUARY 2004

SHEET 2 OF 3



NOTES:
 1 STEEL SHEET PILING SHALL CONFORM TO ASTM A72, GRADE 50, AND SHALL BE UNCOATED.
 2 ALL DIMENSIONS SHALL HAVE A MINIMUM 28 DAY STRENGTH OF C₁₀₀₀ ES.

BOSTON REDEVELOPMENT AUTHORITY
 BOSTON'S PLANNING AND ECONOMIC DEVELOPMENT OFFICE
 Raymond M. Hennessey, Mayor
 Harriet Wallace, Executive Director

FAY, SPOFFORD AND THORNDIKE LLC
 5 BURLINGTON WOODS, BURLINGTON, MA 01803
 781-221-1000

WHARF 8 BULKHEAD REPAIRS
 NORTHERN AVENUE, SOUTH BOSTON, MA

PLAN AND REPAIR DETAILS
 DATE: 01/20/05
 SCALE: AS NOTED

S-1
 SHEET 3 OF 3

WEST SIDE OF BULKHEAD – APPROX 400 LINEAR FEET



View of west side of Wharf 8 bulkhead



View of bulkhead and utilities, fencing and structures along west side.



View of northwest corner of wharf 8's topside, looking north.



View of topside of north section of Wharf 8 bulkhead, looking east.



View of topside of north section of Wharf 8 bulkhead, looking west.

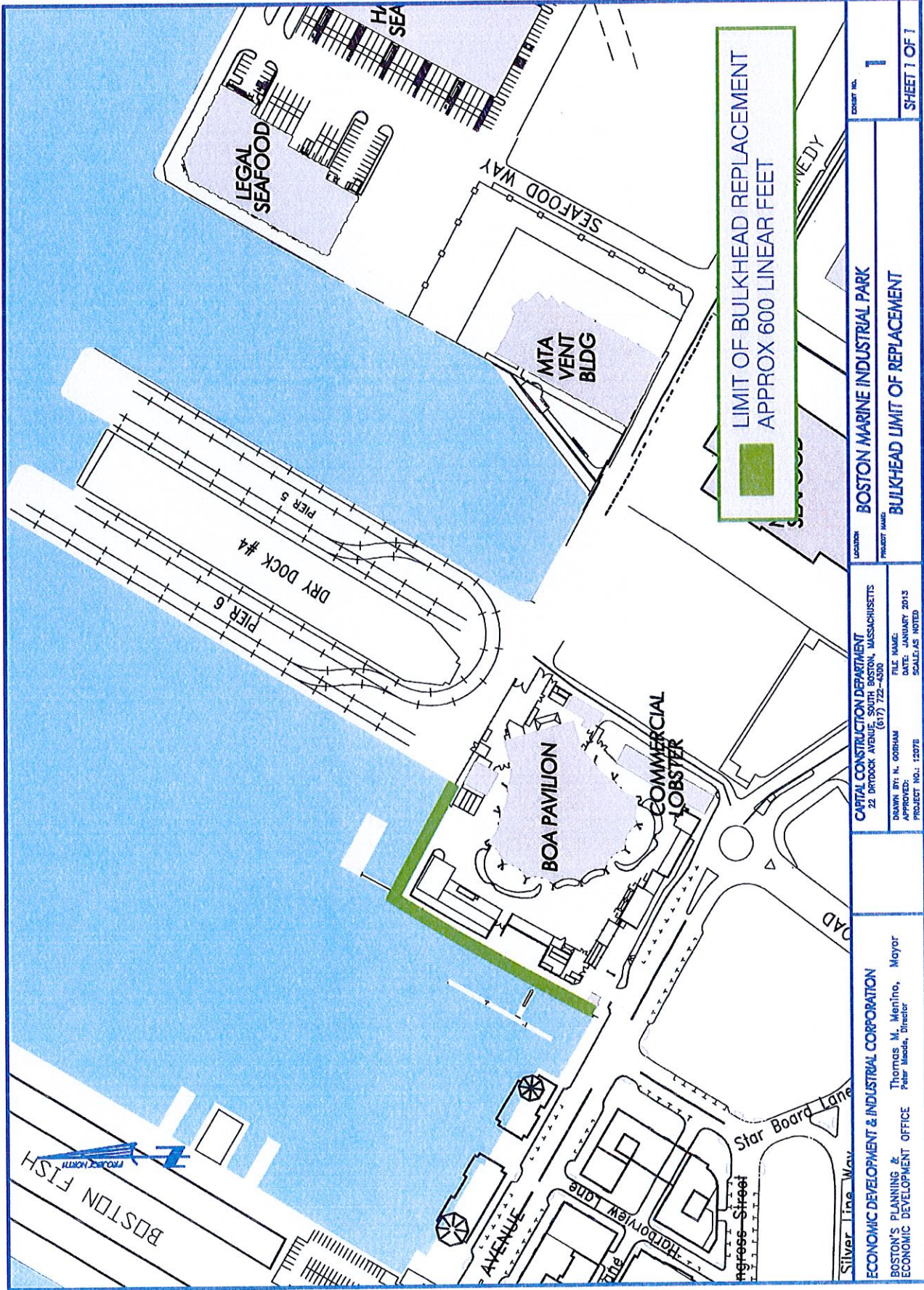
APPENDIX B

- **Limit of Bulkhead Repair Plan**

-

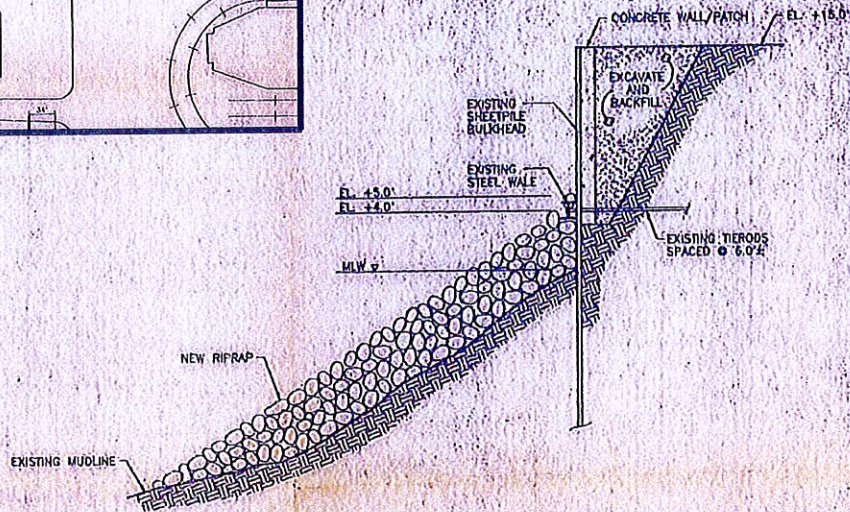
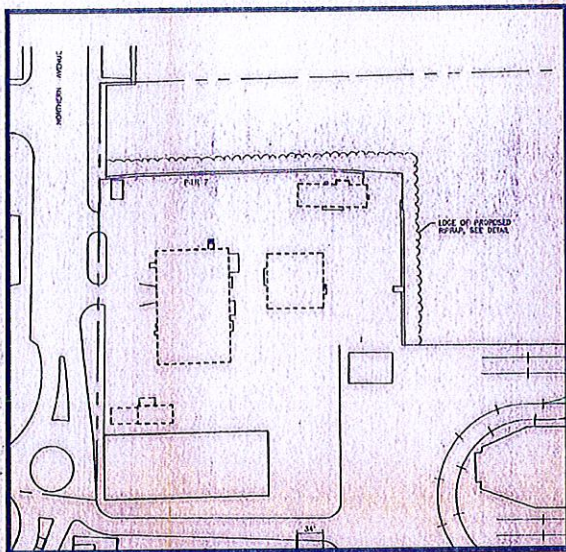
- **Wharf 8 / Pier 7 Development - Location Plan**

**Bulkhead Rehabilitation Proposed Schemes I & II,
Childs Engineering Corporation, September, 1995**




LIMIT OF BULKHEAD REPLACEMENT
APPROX 600 LINEAR FEET

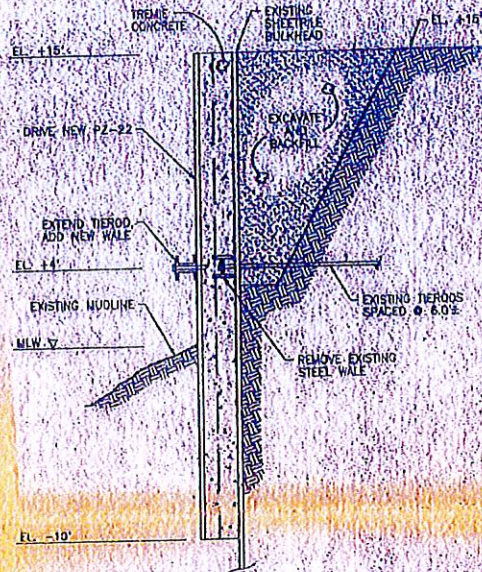
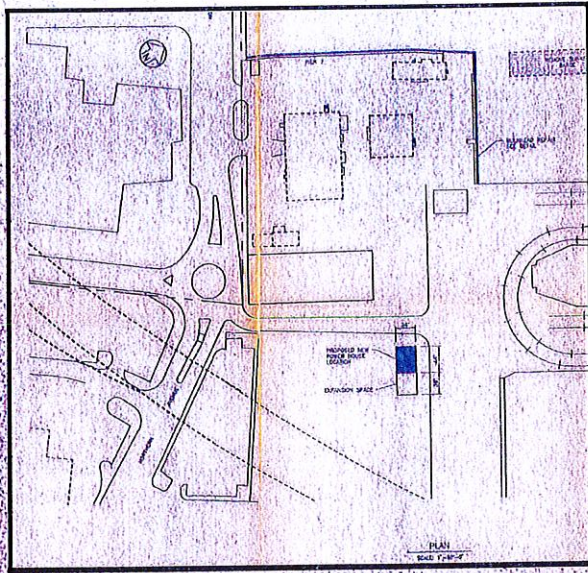
LOCATION BOSTON MARINE INDUSTRIAL PARK	PROJECT NAME BULKHEAD LIMIT OF REPLACEMENT	DRAWN BY: N. GORHAM APPROVED: Thomas M. Menino, Mayor Paul Madala, Director	CAPITAL CONSTRUCTION DEPARTMENT 22 DORTCH AVENUE, SOUTH BOSTON, MASSACHUSETTS (617) 722-4000	FILE NAME: DATE: JANUARY, 2013 SCALE: AS NOTED	PROJECT NO.: 12078	SHEET NO. 1	SHEET 1 OF 1
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SCHEME #1 - RIPRAP SLOPE
SCALE: 3/16"=1'-0"

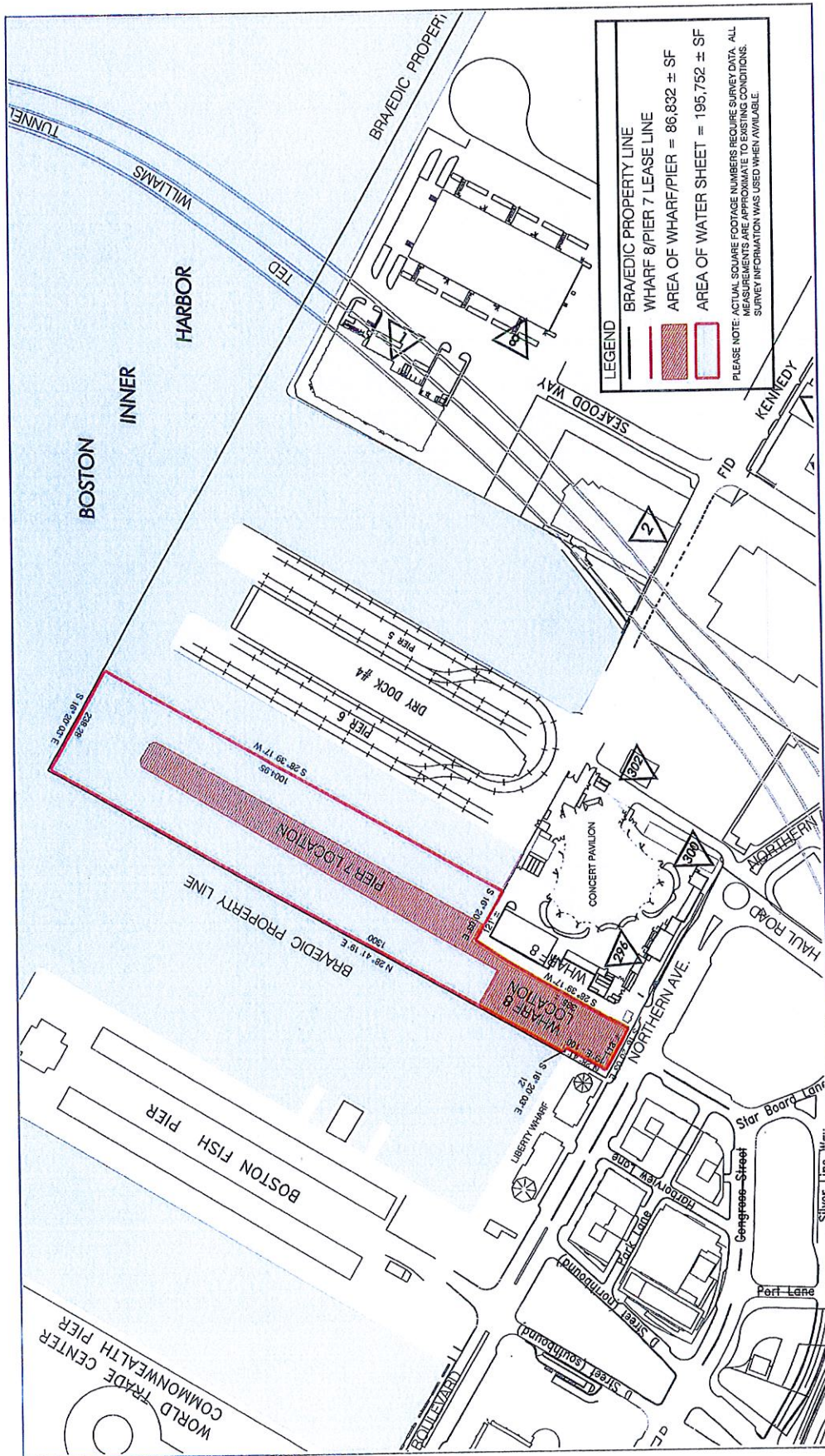
	SHEET TITLE: BULKHEAD REHABILITATION SCHEME #1	
	JOB TITLE: PIER 7 / WHARF 8	
	FOR: E D I C A19	
	LOCATION: MARINE INDUSTRIAL PARK	SCALE: 1"=60'-0"
REVISIONS	CHILDS ENGINEERING CORPORATION BOX 333 MEDFIELD, MASSACHUSETTS 02052 U.S.A.	
		DRAWN: TEO CHECKED: DLP APPD: DLP DATE: 9/8/96
	DWG NO. 129095-2 SHEET 2 OF 5	

FILE: BULK-2.DWG PLOT SCALE: 1=60' PLOT ORIGIN: X=0.1 Y=0.0



BULKHEAD - TYP. SECTION
(NORTH-SOUTH WALL)
SCALE: 1/4"=1'-0"

SHEET TITLE: BULKHEAD REHABILITATION SCHEME #2	
JOB TITLE: PIER 7 / WHARF 8	
FOR: E D I G 119	
LOCATION: MARINE INDUSTRIAL PARK	SCALE: 1"=60'-0"
CHILDS ENGINEERING CORPORATION BOX 333 MEDFIELD, MASSACHUSETTS 02052 U.S.A.	
	DRAWN: TEQ CHECKED: DLP APPD: DLP DATE: 9/8/95
	DWG NO. 129095-3 SHEET 3 OF 5
	REVISIONS
	FILE: BULK-3.DWG PLOT SCALE: 1/4"=1'-0" PLOT DTD: 11/1/95



WHARF 8/PIER 7, MARINE INDUSTRIAL PARK, BOSTON, MA
 APPROXIMATE LEASE LINES AND LOCATION PLAN
 JULY 2012

BOSTON REDEVELOPMENT AUTHORITY
 ENGINEERING & FACILITY MANAGEMENT DEPARTMENT



APPENDIX C

Fee Schedule

APPENDIX D

Designer Qualification Statement Instructions



ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION
Thomas M. Menino, Mayor
Clarence J. Jones, Chairman
Peter Meade, Director
Brian P. Golden, Clerk

INSTRUCTIONS TO ALL APPLICANTS
ARCHITECTURAL / ENGINEERING SERVICES
REQUEST FOR PROPOSALS

Designer Qualification Statements (DQS) are to be submitted and completed in full. Failure to provide the information requested in the EDIC Designer Qualification Statement will result in lower numerical ratings by the Designer Selection Board. Answer all questions as stated in the DQS. Attach a cover letter with the DQS. The respondent may elect to add additional written text to describe project approach and understanding and what other additional information the respondent deems necessary to describe its qualifications. If a project schedule is not indicated in the RFP, provide the same. This information should be located in front of the DQS in your proposal.

1.) Designer Selection Process

Each project application or RFP for Architectural / Engineering services is reviewed and numerically rated by a qualified Designer Selection Board. From this rating, depending on the quality and range of submissions, the EDIC may narrow down the field to 3-4 firms and interview these firms individually in a presentation format. In such a scenario, a Designer Selection Board of EDIC, made up of typically 3-7 members (depending on the type and size of the project), will meet with finalists to make a decision. If presentations are unnecessary and the EDIC can make a decision based on the proposals themselves, a recommendation of a selected firm is sent to the EDIC Board for final approval to start contract negotiations.

A contract will be awarded based on the selection of the most favorable proposal of services. Each proposal will be initially evaluated to determine whether the respondent submitting the proposal meets the minimum threshold requirements described in subsection A below. Those respondents and the proposals of those respondents, which the EDIC has determined have met the minimum threshold requirements, will then be evaluated according to the evaluation criteria described in subsections B and C below.

A. Minimum Threshold Requirements

Each respondent submitting a proposal must meet the following minimum threshold requirements:

1. As of the date of the proposal submission, the respondent must have been licensed/registered as a "Licensed Professional Engineers and/or Architect" for at least one-year continuously under the same name.

1. A Completed Designer Qualification Statement with a Letter of Introduction and other supporting documentation as requested below.

2. Experience of the Respondent

- (a) Describe generally any relevant experience that the respondent and its principals have had in connection with the provision of services similar to the services being requested by this RFP and any other relevant activities. Include the substantive nature of comparable contracts and the experience of members of the team in working on similar projects.
- (b) Describe specifically any recent project(s) that the respondent has completed that would evidence its ability to achieve the objective of this RFP.

3. Approach

Provide a statement of the respondent's approach to the performance of the Services. This statement should clearly demonstrate the respondent's understanding of the requirements of this RFP and the scope of services. This statement should identify the number of public meetings, meetings with the EDIC staff, and meetings with other governmental agencies that the respondent believes will be required to complete the services.

4. Schedule

Provide a schedule of performance, outlining each activity required to be performed within each task described in this RFP, and providing a timeline for the completion of each such activity. Respondent must also include a list of applicable permits and outline each activity in its overall schedule.

5. Additional Information

- (a) A completed Non-collusion and Tax Compliance Form, attached hereto as Appendix G and Appendix H, respectively. These appendixes are located in the Designer Qualification Statement, which is located in Appendix E of the RFP.
- (b) Any other information about the respondent's experience or qualifications to perform the services that have not been presented in previous responses and that the respondent believes is relevant to this RFP.

Rev. 01/09/12

APPENDIX E
Designer Qualification Statement



ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION
Thomas M. Menino, Mayor
Clarence J. Jones, Chairman
Peter Meade, Director
Brian P. Golden, Clerk

DESIGNER QUALIFICATION STATEMENT

SUBMITTED TO:

Lawrence D. Mammoli, Deputy Director for Engineering and Facilities Management
Economic Development & Industrial Corporation
22 Drydock Avenue, Suite 201
Boston, MA 02210

SUBMITTED BY:

NAME
FIRM
ADDRESS
TELEPHONE / FAX

All questions must be answered by the designer in order for this qualification form to be properly submitted to the Economic Development & Industrial Corporation (EDIC). The designer must demonstrate that he has the financial and human resources immediately available to complete a given project on time and in a professional manner. The EDIC will regard this statement as an accurate portrayal of the designer's qualifications and any discrepancy between these statements and any other investigation may result in the proposal being rejected. If additional space is needed, attach 8 1/2 " x 11" sheets.

Project Name	Engineering Services for Wharf 8 Bulkhead Repair Boston Marine Industrial Park
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EDIC - Designer Qualification Statement

Company Information:

1. Name of Organization: _____
2. Address: _____
3. Telephone: _____
4. FAX Number: _____
5. President's Name: _____
6. Vice-president's Name: _____

20. Does your firm find acceptable the terms and conditions of an EDIC Engineering Contract (sample enclosed)

Yes _____ No _____

21. List all technical disciplines in which **your firm** is qualified to design:

Civil/Structural	Yes _____	No _____
Civil/Maritime	Yes _____	No _____
Geotechnical Engineer	Yes _____	No _____
Topographical Survey	Yes _____	No _____
Bathymetric Survey	Yes _____	No _____
Permitting	Yes _____	No _____
Estimating	Yes _____	No _____
Resident Engineering	Yes _____	No _____
Utilities	Yes _____	No _____
Drainage / Stormwater Engineer	Yes _____	No _____

Other specialty design
List:

22. Name any sub-consultant and the technical disciplines in which the sub-consultant is qualified to design for this project:

Civil/Structural _____

Civil/Maritime _____

Geotechnical Engineer _____

Topographical Survey _____

Bathymetric Survey _____

Permitting _____

Estimating _____

Resident Engineering _____

Utilities _____

Drainage / Stormwater Engineer _____

Other specialty design (List):

Company Experience:

23. What is your firm's accumulated total gross sales (design fees for all projects) for the past three (3) years?

\$ _____

_____ (Number)

35. If you answered yes to Question 33, how many projects has your firm **currently** have under design in accordance with the Mass Competitive Bidding Laws?

_____ (Number)

36. List the members of the "**Design Team**" that will be assigned to this project:
Name & firm Title Years with firm

37. How many years of professional experience does the "**Design Team**" for this project have on average?

_____ (Number)

38. Has the "**Design Team**" for this project worked together on any other previous projects?

Yes _____ No _____

39. Has the "**Design Team**" for this project worked together on any other similar projects?

Yes _____ No _____

40. What is the number of projects that the "**Design Team**" worked on together in the last Five (5) years?

_____ (Number)

41. What is the total value (Design fees) of all the projects that the "**Design Team**" has worked on in the last Five (5) years?

\$ _____

42. What is the total value (construction) of all the projects that the "**Design Team**" has worked on in the last Five (5) years?

\$ _____

43. Will the "**Design Team**" assigned to this project also be performing construction supervision and administration?

Yes _____ No _____

44. Attach as **Exhibit A** project organization chart (8 1/2" x 11") detailing the design team.
Please note in-house and sub-contracted support services

on behalf of the Bidder, must be furnished to the Authority prior to the execution of the Contract, If Bidder is a sole proprietor, a Letter of Compliance issued by the Commonwealth's Department of Revenue must be furnished to the Authority prior to the execution of the Contract.

57. The Bidder must certify that it is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and that the Bidder either (a) has fifty (50) or more full-time employees and is a "qualified employer" or offers child care tuition assistance or on-site or near-site subsidized child care placements or (b) is an "exempt employer."
58. If you answered "YES" to any Question 49-54, please list these legal proceedings under **Exhibit F**.

Economic Development & Industrial Corporation

Designer Qualification Statement

Exhibit A

Project organization chart

Economic Development & Industrial Corporation

Designer Qualification Statement

Exhibit B

Professional data

Economic Development & Industrial Corporation

Designer Qualification Statement

Exhibit C

Similar Projects

Economic Development & Industrial Corporation

Designer Qualification Statement

Exhibit D

References

Economic Development & Industrial Corporation

Designer Qualification Statement

Exhibit E

Financial Statement

Economic Development & Industrial Corporation

Designer Qualification Statement

Exhibit F

Legal Proceedings

Economic Development & Industrial Corporation

Designer Qualification Statement

Exhibit G

Non-collusion affidavit

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____ being first duly sworn deposes

and says that:

1.0 He/she is (owner, partner, officer, representative, or agent) of _____ the Bidder that has submitted the

attached Bid:

2.0 He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3.0 Such Bid is genuine and is not a collusive or sham Bid;

4.0 Neither the said Bidder nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement of collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Economic Development & Industrial Corporation or any person interested in the proposed Contract; and

5.0 The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____, 2013

My commission expires:

Economic Development & Industrial Corporation

Designer Qualification Statement

Exhibit H

**Certificate of tax and
employment security compliance**

CERTIFICATE OF TAX AND EMPLOYMENT SECURITY COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, §49A', and Chapter 151 A,
§ 1 9A(b)2, I _____

(Name),

(Title) (Name of Bidder)

whose principal place of business is located at _____,
do hereby certify that:

A. The above-named Bidder has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.

B. The above-named Bidder/Employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

Signed under the penalties of perjury this _____ day of _____, 2013.

Federal Identification Number

(Name)

By: _____

Title: _____

No contract or other agreement for the purpose of providing goods, services or real estate to any... agencies (of the Commonwealth) shall be entered into, renewed or extended with any person unless such person certifies in writing under penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes.'

'No contract or other agreement for the purpose of providing... physical space to any agency or instrumentality of the Commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing under penalties of perjury, that said employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.'

APPENDIX E
Sample Contract

CONTRACT FOR DESIGN SERVICES
BETWEEN
THE ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION
AND

NAME OF FIRM

IN CONNECTION WITH:

Project Name
at Project Location
EDIC Project No.

This agreement made this _____ day of _____, 20__ by and between the Economic Development & Industrial Corporation (EDIC), 22 Drydock Ave, Boston, Massachusetts, 02210 (herein known as the "Official") and **Name of Firm and Address** (herein known as the "Consultant").

WITNESS THAT:

Whereas the Official intends to reconstruct the Project Name and Location and other associated infrastructure improvements at EDIC's Project Location, Boston, Massachusetts (the "Project") as ordered by the Official.

NOW THEREFORE:

The Official and the Consultant, in consideration of the mutual agreements contained herein, agree with each other as follows:

ARTICLE 1 - PROJECT

1.1 - The Project to which the Contract between the Official and the Consultant applies and for which the Services will be performed under the Contract generally described as:

Insert project description

Project Name, EDIC Project #, as more fully described in the Request of Proposals included as attached Exhibit "A"

ARTICLE 2 - GENERAL PROVISIONS

2.1 Determinations by the Officials:

2.1.1 - The Official will be the initial interpreter of the requirements of the Contract Forms and in such capacity will render determinations as to the acceptability of Services performed by the Consultant. Unless otherwise provided in the Contract Forms, notices, proposals or other matters relating to the acceptability of the Services or the interpretation of the requirements of the Contract Forms shall be referred initially to the Official in writing with a request for a written decision, which the Official will render within a reasonable time. Once given, the Official determination shall be final and binding on the Consultant unless he delivers to the Official written notice of a claim within thirty (30) days after receipt of such determination, in which case the provisions of Article 13 shall apply.

2.1.2 - When functioning as interpreter and making determinations, the Official will not be liable for any interpretation or determination rendered in good faith. The rendering of an interpretation or other determination by the Official about any notice, request or other matter will be a requisite to the exercise by the Consultant of any rights or remedies the Consultant may otherwise have under the contract forms or by law concerning any claim, dispute or other similar matter.

2.2 Reviews; Right to Stop the Services:

2.2.1 - The Official shall have the right at any time and at its sole discretion to submit for review, any or all parts of the Services performed by the Consultant, to consulting architects, engineers or other specialists engaged

by the Official for that purpose. The Consultant shall cooperate fully in such review at the Official's request.

2.2.2 - If Defective Services, in the Official's sole discretion, impair the viability of the Project, the Official may order the Consultant to stop the Services, or any portion in question, until the cause for the order has been eliminated. The Consultant shall not be entitled to any increase in Compensation or Completion time resulting from any such order to stop Services.

2.2.3 - Any comments provided by the Official to the Consultant about the Consultant's performance or any Deliverables, or order to stop the Services, or any portion in question, shall not reduce or eliminate the Consultant's ability or responsibility to comply with the Contract Forms.

2.3 Acceptance of Responsibility and Budget for the Services:

2.3.1 - The Consultant agrees to accept the Official's Program and budget for the Project and shall perform the services within the intent of the Program and established budget. Should the consultant determine that the Services cannot be performed within the established budget, the Consultant shall immediately notify the Official, in writing, so that the Project scope and/or Project budget can be reviewed and modified as necessary. The Consultant agrees to design the construction documents and to revise to budget, if necessary, within a total project budget of \$_____ which includes the consultant's fee services and the estimated construction budget.

2.3.2 - It is the responsibility of the Consultant to notify the Official in writing in a timely basis of any information or requirements provided by the Official which the Consultant, in the Consultant's judgment, believes to be inappropriate for the Project.

2.3.3 - The Consultant shall be responsible for the professional and technical accuracy, the suitability for their intended purpose and the coordination of all deliverables.

2.3.4 - The Consultant shall conform to and be bound by standards, criteria, budgetary considerations and memoranda of policy furnished to the Consultant by the Official.

2.3.5 - The Consultant has familiarized himself/herself with (a) the Services and the locality of the Project; (b) all general, local and prevailing conditions and all Laws and legal requirements which may in any manner affect performance of the Services and the designated Deliverables; and (c) the terms and conditions of the Contract, as set forth in the contract Forms.

2.4 Relationship with the Official:

2.4.1 - The Consultant is retained solely for the purposes of and to the extent set forth in this Contract. The Consultant's relationship to the Official during the term of this Contract shall be that of an independent contractor. The Consultant shall have no capacity to involve the Official in any contract nor to incur any liability on the part of the Official. The Consultant, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Consultant shall be considered an employee for the purpose of M.G.L. Chapter 268A (the Conflict of Interest Law.) The Official shall not be liable for

approved by the Official. These design drawings shall include but not necessarily be limited to such plans, elevations, sections and perspective renderings as are necessary and sufficient to fix and illustrate the size and character of the construction details for site construction, signage, drainage, lighting, and roadway improvements.

3.4.3.3 – Under the scope and payment of Preliminary Design Drawings, the following tasks shall be incorporated, the scope for which are included in the attachment “A”, the associated RFP for design services:

Tasks # _____

3.4.3.4 - Once the recommendations have been approved by EDIC, the consultant shall complete the preliminary drawings outlining the recommended improvements. Any improvements recommended by EDIC will be indicated on the Preliminary Design Drawings. Included shall be a cost estimate with quantities and unit prices for each improvement.

3.5 - Working Drawings and Detailed Specifications:

3.5.1 - On the basis of the approved preliminary designs, the Consultant shall prepare and submit to the Official the Final Design Documents for contract drawings and specifications approval. Final Working Drawings and specifications shall be in a form suitable to the public bidding process (Chapters 30 M.G.L.) and submitted to EDIC in both an electronic (AUTOCAD) format and a set of Mylars.

3.5.2 - The working drawings and detailed specifications shall be in such form that publicly advertised, competitive bids can be received from general contractors and subcontractors for “development of the site” and that the lowest qualified and responsible bid by a general contractor for the Project shall not exceed the available sum allotted for construction by the Official.

3.5.3 - The working drawings shall be fully scaled and dimensioned and shall, so far as the scope of work under this Contract may require, be not less than the requirements as set forth in this Contract.

3.5.4 - The Consultant, without cost to the Official other than the payment provided for in Article 4, shall furnish the Official with three (3) complete sets of the approved working drawings and turn over to the Official any and all approved original reproducible working drawings so that he may make additional reproductions therefrom. The Consultant shall also, without cost to the Official, other than the payment provided for in Article 4, furnish the Official with three (3) original complete sets of the detailed specifications, in a form approved by the Official as suitable for reproduction.

3.5.5 - The final drawings and detailed specifications shall be clear, complete and accurate and shall contain materials identifications, reference standards, dimensions, details, methods, cross references, notations and any coordination required for the entire completion of the work or by the Official. The final working drawings and the Project Title page of the detailed specifications shall be each signed and sealed by a professional engineer or professional landscape architect, as applicable, in good standing, registered and qualified to do work in the Commonwealth of Massachusetts.

3.5.6 - "Development of the Site" shall mean all the work specified in the working drawings and detailed specifications, in addition to the contract terms and conditions for the construction of the Project. The working drawings shall be thoroughly dimensioned and shall include, so far as only the work under this contract may require, but not limited to the following:

3.5.7 - Without limitation, the Final Design Documents shall include design drawings for:

Detailed Project Description with tasks.

3.5.8 - The detailed specifications shall describe the specific materials, qualities, standards of workmanship, and in the case of unusual or novel aspects of work, the method and techniques of construction. The detailed specifications shall be prepared in the appropriate sections and classification of work so as to conform to the requirements of Chapters 30 of Massachusetts General Laws.

3.5.9 - Without limitation, the Final Design Documents shall include specifications for:

See RFP For general specifications

3.5.10 - The Consultant shall prepare and assist EDIC in filing all applicable permits with the appropriate regulatory agencies that have jurisdiction over the work. These permits include, but are not limited to, coordination with the City of Boston Department of Public Works, Public Improvements Commission, Boston Water and Sewer Commission, and any other permits or approvals which the Owner deems is the responsibility of the Consultant, for example.

3.5.11 - The Consultant shall assist the EDIC during the public bidding process for advertising, pre-bid conference, issuing addenda, etc., and provide construction administration services for the entire duration of the project.

3.6 Assistance with Construction Contract Documents During Bidding Phase:

3.6.1 - Upon the written approval by the Official of the Working Drawings and Detailed Specifications. The Consultant shall, without an increase in Compensation assist the Official in the preparation of the Bidding documents and in the advertisement for Bids.

3.6.2 - If the Official schedules a pre-bid conference, the Consultant shall attend and participate in one pre-bid conference at no increase in Compensation.

3.6.3 - Upon request from the Official, the Consultant shall prepare and transmit Addenda to the Official covering answers to requests for interpretations or clarifications; proposals for any other modifications to the Bidding Documents made by prospective Bidders, subcontractors or suppliers; and issues which arose at the pre-bid conference held by the Official. The Consultant may also prepare and transmit to the Official other written Addenda as deemed advisable by the Consultant.

3.6.4. The Consultant shall, without an increase in Compensation, assist the Official in the tabulation of all general and sub-bids; the preparation and filing of all documents require by government authorities with jurisdiction; and other activities determined by the Official as necessary in support of the award of any contract for the Project.

3.6.5 - The Consultant shall prepare a report on the qualifications of the three (3) lowest bidders to submit a proposal for the work and a recommendation for the award of the General Construction Contract, based on the foregoing evaluation, to the lowest qualified, eligible and responsible bidder.

ARTICLE 4 - COMPENSATION FOR BASIC SERVICES

4.1 Payment for Task

4.1.1 - Upon the written approval by the Official of the preliminary design drawings, the Official shall pay the Consultant, in addition to any sum which may be payable to the Consultant under Article 14, Amount (\$00,000.00) for services rendered for Task 1

4.2 Payment for Tasks ____

4.2.1 - Upon the written approval by the Official of the preliminary design drawings, the Official shall pay the Consultant, in addition to any sum which may be payable to the Consultant under Article 14, Amount

from the Official. The scope of any such Supplementary Services shall be as described in this Article, or otherwise described in writing by the Official.

6.1.2 - Upon receipt of the Official's written request regarding the performance of certain Supplementary Services for which no Compensation is provided in this Contract, the Consultant shall within five (5) days provide the Official with a written estimate of the costs associated with that Supplementary Service.

6.1.3 - The Supplementary Services outlined in this Article represent and are to be construed solely as representative Supplementary Services. The Contract shall include only those Supplementary Services for which separate Compensation is provided or negotiated between the Official and Consultant. Nothing contained in the Contract Forms shall obligate nor shall be construed as placing an obligation on the Official to authorized performance of any Supplementary Services.

6.2 Community Involvement: (Not in Contract)

6.2.1 - During the design phases of the project, the Consultant will be expected to attend, at a minimum, five (5) four-hour night-time community meetings/hearings with EDIC and the _____ Community.

6.2.3 - The Consultant is required to perform a lead role in community meetings in both preparing materials and presenting information to the community for the purpose of clarifying the project and gathering community response and support.

6.2.2 - The Consultant shall be reimbursed for all services provided by the Consultant associated with community involvement item on a lump sum rate per meeting. The cost for these services is included under the attached Fee Schedule within Exhibit "B". Payment shall not exceed the rates in the attachment.

6.3 Subsurface Work (i.e. Borings, Test Pits, Etc.)

6.3.1 - Upon the written request of the EDIC, the consultant shall engage the services of competent soil boring / test pitting contractors, excavation contractors and other subcontractors necessary to perform any subsurface work required by the Consultant in order for the Consultant to complete the design of the exploratory work at the site. All contractors employed through the Consultant shall pay the prevailing wage rates established by the Department of Labor and Workforce Development, Division of Occupational Safety.

6.3.2 - A total cost for twenty (20) test pits necessary for the design of the project has been provided under the Consultant's Fee Schedule in Exhibit "B". Each test pit listed provided will be 4' x 4' x 3' deep necessary for the design of the project. There will be no additional cost for the test pits beyond what has been provided by the Consultant.

6.4 Reproduction Services:

6.4.1 - Upon the written request of the Official, the Consultant shall submit to the Official a detailed proposal (including a detailed cost estimate supported by at least three (3) price quotations from printing suppliers) for the reproduction and delivery to the Official of that quantity of suitably bound reproductions of the entire construction contract documents (including without limiting the generality of the foregoing, the approved working drawings, detailed specifications, addenda, etc.) all as specified by the Official.

6.4.2 - Upon the Official's written approval of the proposals, the Consultant shall immediately arrange for the aforesaid reproduction services to be performed, and ensure delivery within five (5) days of receipt of the Official's approval of the documents so reproduced be made to the Official.

6.4.3 - The Official shall pay the Consultant at the rate of One Hundred Ten Percent (110%) of the actual cost incurred by the Consultant up to the Contract limit of for the said reproduction services.

6.4.4 - Payment for reproduction services shall not exceed the rates in accordance with the attached Exhibit "B".

6.5 Resident Engineer / Construction Supervision:

6.5.1 - If construction of the Project is commenced within one (1) year after the written approval by the Official of the working drawings and detailed specifications, the Consultant shall render full engineering services in connection therewith, shall fully supervise the complete construction of the Project and all other work required by the working drawings and detailed specifications and shall, to the best of his ability, protect the Official against defects and deficiencies in the performance and execution of the work by the Contractor and subcontractors. Without limiting the generality of the foregoing, the Consultant shall, as part of said engineering supervision, so conduct himself as to comply with and enable the EDIC to comply with the provisions of Chap. 30 of M.G.L., s. 39P (as added by st. 1973, c. 1164) which is as follows:

6.5.1.1 - "Every contract subject to section thirty-nine M of this chapter of section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made." The Consultant shall render, without limitation, the following services for supervision of construction:

6.5.1.2 - The Consultant shall prepare all necessary supplementary details, review and approve materials and shop drawings, samples and other submissions of the Contractor for conformance with the information given in the working drawings and detailed specifications; review and approve all materials, standards of workmanship and, in the cases of unusual or novel aspects of the work, methods and techniques of construction. The Consultant shall check, report on, and upon the request and approval of the Official, recommend, develop and review all necessary details for changes in the work proposed by the Contractor or subcontractors. The Consultant shall time stamp as received and take action on shop drawings and other submissions of the Contractor in a timely fashion, but in no event shall fail to return to the Contractor the shop drawings and submissions within fifteen (15) calendar days of receipt. The Consultant shall transmit to the Official (and to the Resident Engineer or Clerk-of-the-Works, if one is so employed under Article 6 of this Contract) record copies of all shop drawings, as finally corrected and approved by the Consultant.

6.5.1.3 - The Consultant shall visit the site at such times as the progress of construction requires but not less than twice weekly, to see that the work is being performed by the Contractor or its subcontractors in accordance with the working drawings, detailed specifications and Contract Documents. The Consultant shall also ascertain during weekly site visits whether the Contractor and his subcontractors are maintaining at the site, in accordance with the terms of the general construction contract, accurate up-to-date, as-built drawings and promptly notify the Official, in writing, accordingly.

6.5.1.4 - In the event changes in the work are required for the completion of the Project, the Consultant shall, without cost to the Official other than for payments authorized and provided for in Article 6, prepare all design details and estimates for all proposed changes in the work, review the Contractor's proposals and estimates for performing changes in the work, recommend to the Official the cost of all proposed changes and prepare a draft of the change orders or amendments to the general construction contract on the appropriate form, furnished by the Official. The Consultant

shall be treated as a change in the Services, unless the Consultant gives prompt written notice to the Official detailing the circumstances and the scope and character of the Services involved.

6.6.4.3 - If after evaluation of any Consultant's written notice under paragraph 6.6.4.2, the Official concludes that a change in the Services has been ordered, the Official shall amend the Contract to provide for the changes. If the Official, on the other hand, concludes that a change has not been ordered, the Official's determinations shall be final and binding on the Consultant unless the Consultant delivers to the Official written notice of a claim within thirty (30) days form receipt of that decision.

6.6.4.4 - Except as provided in this paragraph, no written or oral order or directive from the Official, shall be treated as a change in the Services or entitle the Consultant to an increase in Compensation or Time for Completion on account of a change.

6.6.4.5 - Adjustments in Compensations or Time for Completion made necessary by changes in the Services ordered or negotiated under this Article shall be based on changes in the Consultant's cost or time required to perform the Services.

6.6.4.6 - No proposal nor claim by the Consultant for an adjustment on account of changes under paragraph 6.6.4.2 shall be allowed for any costs or delay incurred more than twenty (20) days before the Consultant gives written notice as required.

6.6.4.7 - No proposal nor claim by the Consultant on account of changes in the Services for a Project Phase shall be allowed if made after the Official has made final payment on that Phase.

ARTICLE 7 - COMPENSATION FOR SUPPLEMENTARY SERVICES

7.1 - Upon the written authorization of the Official the Consultant shall render supplementary services as directed in writing for which the Official shall pay extra compensation based upon the scheduled value in the Article specified, provided however that the consultant shall not render and shall not be required to render, any services under this Article if the cost of which, when added to previous authorizations or that under Article 6, if any, exceeds, or would exceed **Amount (\$00,000.00)** unless an amendment to this Contract is executed by the parties increasing the said maximum limitation. Extra compensation for supplementary services accruing under Article 11 or 14 shall be paid by the Official, upon submission to the Official of the Consultant's detailed invoice therefor, as indicated under Article 5.

7.2 - For Supplementary Services performed by the Consultant's personnel, the Official shall, upon receipt of the Consultant's time sheets, certified by the Consultant, reimburse the Consultant for those Services upon completion.

7.3 - For Supplementary Services performed by Subconsultants, the Official shall, upon receipt of the respective Deliverables (e.g., testing and/or inspection made), approved by the Consultant, the Official shall reimburse the Consultant for such services at the rate of one hundred fifteen percent (115%) or the actual cost paid by the Consultant for those specialty Subconsultants.

7.4 - Payment for Supplementary Services shall not exceed the rates in accordance with the attached Exhibit "B".

ARTICLE 8 - BASIC FEE AND MAXIMUM LIABILITY OF THE OFFICIAL

The fee for all services, except supplementary services, performed under this Contract shall be for an amount not to exceed the sum of **Amount (\$00,000.00)**

In no event shall the maximum liability of the Official under the terms of this Contract exceed, in the aggregate, nor shall the Official pay the

Consultant under this Contract more than **Amount (\$00,000.00)** unless an amendment to this agreement is executed by the parties.

ARTICLE 9 - REDRAFTING & ALTERING OF WORKING DRAWINGS AND DETAILED SPECIFICATIONS

9.1 Limitation as to Construction Cost:

9.1.1 - The Working Drawings and Detailed Specifications shall be in such form that bids can be received from general contractors and subcontractors and that the lowest, eligible and responsible bid by a general contractor for the complete construction of the Project shall not exceed the Construction Cost as noted in Paragraph 3.5.2 of the Agreement, by more than ten percent (10%) if this is a renovation Project, or by more than five percent (5%) if this is a Project involving new construction.

9.2 Redrafting, Altering and Otherwise Modifying the Working Drawings and Detailed Specifications:

9.2.1 - Except as provided in paragraph 9.2.2, and if so directed by the Official in writing, the Consultant shall, without any increase in Compensation whatsoever, redraw, alter or otherwise modify the Bidding Documents, including but not limited to all Working Drawings and detailed technical Specifications prepared by the Consultant if, within one year after the final submission to and approval by the Official of those Working Drawing and detailed technical Specifications, the Official opens Bids from contractors and the average of the three lowest eligible and responsible Bids for all of the elements of the Project designed by the Consultant exceeds the Construction Cost limitation stated in paragraph 3.6.

9.2.2 - If it is determined by the Official that the reason that Bids opened exceeded the Construction Cost limitation was due to unforeseeable causes beyond the control and not due to the fault or negligence of the Consultant, and the Consultant is directed in writing by the Official to redraw, alter or otherwise modify the Bidding Documents, the Official shall amend the Contract to allow reimbursement to the Consultant on an hourly basis; provided, that the level of reimbursement shall not exceed eighty percent (80%) of the maximum rates for Compensation provided in paragraph 10.4.3., and provided, further, that any Compensation so provided under this paragraph shall not exceed twenty percent (20%) of the Compensation for the Working Drawings and Detailed Specification Phase stated in the Basis of Compensation.

9.2.3 - In redrawing, altering or otherwise making any modifications to the Drawings and detailed technical Specifications to comply with the Construction Cost limitation so specified, the Consultant will be permitted to make revisions on the types of materials, equipment and component systems that are to be included in the Bidding Documents, to make reasonable adjustments in the general scope, extent and character of the Project, to specify additional deductive alternates, or to implement any combination of the foregoing options, subject in all cases to the approval of the Official in writing.

9.2.4 - In Lieu of directing the Consultant to redraw, alter or modify the Bidding Documents, the Official may, in the sole discretion of the Official, decide to abandon the Project and terminate for convenience the Contract with the Consultant. In such event, the Consultant shall be entitled to compensation for all Services performed in accordance with the Contract Forms, whether or not the Construction Phase is commenced.

9.2.5 - If the construction of all of the elements of the Project designed by the Consultant is advertised for Bids in conjunction with another project(s), the information given by the three lowest, eligible and responsible Bidders as to the appropriate portion of their Bids which are the Official, subject to consultation with those Bidders, attributes to the elements of the Project designed by the Consultant shall be considered as the three lowest, eligible and responsible Bids for the purposes of determining whether the Consultant has satisfied the obligation with respect to the Construction Cost referred to in paragraph 3.5.2.

has other services to perform, or contracts to execute, can do so without unreasonable delay.

11.2.4 - The Consultant shall, in a timely basis, conform to all determinations and directions of the Official concerning issues arising out of or relating to the performance of the Services.

11.3 Schedule Submittals:

11.3.1 - If the Contract is funded under a grant with an instrumentality of the Federal Government, the Contract is being executed without further appropriation pursuant to M.G.L. Chapter 44, Section 53A. However, in any such case, neither such instrumentality of the Federal Government nor any agency of the Commonwealth involved in the administration of such grant shall be a party to this Contract.

11.3.2 - In fulfillment of the Consultant's obligations to commence, perform and complete the Services within the Time for Completion specified in the Agreement, the Consultant shall submit the Consultant's Schedule to the Official within _____ days after receipt of any Notice to Proceed from the Official.

11.3.3 - The Consultant shall keep the Official informed of the progress of the Services by means of monthly Consultant's Schedule Submittals. Those Submittals shall be consistent with the Consultant's approach to the Services, and be employed when reporting progress and applying for partial payments.

11.3.4 - The Consultant shall submit to the Official, once every week for his review and comment, evidence of the Consultant's performance of the services provided for hereunder, including if requested, three (3) copies of drawings or written material.

11.3.5 - Final Submissions; The Consultant shall furnish _____ copies of the final submission of the existing conditions studies required by Article 3 and _____ copies of the Preliminary Design Development drawings documents required by Article 3, and, if requested in writing, furnish a reproducible set of the design documents. The Consultant, without cost to the Official other than the payment provided for in Article 4 & 5, shall furnish the Official with _____ complete blackline sets of the approved working drawings and the complete set of all reproducible original approved working drawings so that he may make additional reproductions therefrom. The Consultant shall also, without cost to the Official other than the payment provided for in Article 4 & 5, furnish the Official with one (1) original, complete typewritten set of the approved detailed specifications in a form approved by the Official as suitable for reproductions, and, in addition, with five (5) complete reproduced sets of said specifications. Final Working Drawings and specifications shall be in a form suitable to the public bidding process (Chapters 30 & 149 M.G.L.) and submitted to BRA in both an electronic (AUTOCAD) format and a set of mylars.

11.4 Suspension, Delay or Interruption of the Services:

11.4.1 - Without invalidating the Agreement, the Official may, at any time, order the Consultant in writing to suspend, delay or interrupt all or any part of the Services for such a period of time as the Official may deem appropriate for the Official's convenience. If performance of the Services is suspended (or extended) for more than thirty (30) consecutive days, the Compensation shall be adjusted to cover any additional expenses arising out of or resulting from the suspension or extension.

11.4.2 - The Consultant shall submit a proposal or claim under this provision to the Official in writing as soon as practicable after the end of the suspension, delay or interruption, and no later than the date of final payment under this Contract.

11.4.3 - Except as provided in this paragraph, no order or act, or failure to act, of the Official shall represent a suspension, delay, or interruption, which justifies an increase in Compensation or Time for Completion.

11.5 Warranty:

11.5.1 - The Consultant warrants that the Drawings and detailed technical Specifications prepared by the Consultant under the Working Drawings and Detailed Specification Phase and provided to the Contractor(s) awarded the Contract(s) for construction shall be adequate and sufficient for the proper construction of the Project and their intended purpose.

11.6 Acceptance or Rejection of Services:

11.6.1 - The Official shall have a reasonable opportunity to inspect all Services performed by and the Deliverables of the Consultant and to accept or reject such Services or Deliverables.

11.6.2 - The Consultant shall provide all professional Services required by the Official in defending all claims against the Official which relate in any way to alleged errors, omissions or negligence of, or alleged failure to supervise the performance of the Services, by the Consultant arising out of this Contract, with no increase in Compensation.

11.7 Remedies of the Official:

11.7.1 - If the Consultant performs Services in a manner which is not to the satisfaction of the Official, the Official may request that the Consultant re-perform those Services at no additional cost to the Official until approved by the Official. If the Consultant shall fail to perform Services which are satisfactory to the Official, the Official, in the alternative, may make any reasonable purchase or contract to purchase services in substitution for those due from the Consultant. The Official may deduct the cost of any substitute contract or nonperformance of Services together with incidental and consequential damages from the Compensation and shall withhold such damages from payments due or to become due to the Consultant.

11.7.2 - If the damages sustained by the Official under Article 11.7.1 as determined by the Official exceed payments due or to become due, the Consultant shall pay the difference to the Official upon demand.

11.7.3 - The remedies in paragraphs 11.7.1 and 11.7.2 are in addition to those provided in Article 13.

11.7.4 - The Consultant shall not be liable for any damages sustained by the city due to the Consultant's failure to perform the Services if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental action or order, provided that the Consultant has notified the Official in writing of such cause within fourteen (14) days after its occurrence.

ARTICLE 12 - TERMINATION

12.1 Notice of Intention to Terminate for Cause:

12.1.1 - If at any time reasonable doubt of the Consultant's due performance arises, the Official may demand adequate, written assurance of due performance. In addition, the Official, acting on knowledge or belief, may include with the demand for assurance a written notice to the Consultant of the Official's intent to terminate the Contract within twenty (20) days, or sooner if reasonable under the circumstances because of occurrence of any event which constitutes a lack of due performance and are reasonable grounds for terminating the Consultant.

12.2 Consultant Default and Termination for Cause:

12.2.1 - If the Official makes the decision to terminate the Consultant, the Official shall have full power and authority to declare the Consultant in default and to give notice of termination for cause. The Consultant shall not be terminated for cause, however, until the expiration of seven (7) days after the Official mails or delivers the termination notice to the Consultant.

decision shall be final and binding on the Consultant unless the Consultant files suit within thirty (30) days after receipt of the Official's decision.

13.3.2 - For Official claims under \$50,000.00, the Consultant shall meet with the Official and attempt to resolve the claim within sixty (60) days. For Official claims over \$50,000.00, the Official and the Consultant shall within sixty (60) days settle the claim or reach an agreement as to an extension to the sixty-day period. If, however, the Official and the Consultant are unable to settle the matter within the sixty-day period, or any extension to said period, the Official will render a final decision as to the claim. Once given the Official's final decision shall be final and binding on the Consultant unless the Consultant files suit within thirty (30) days after receipt of the decision.

13.3.3 - Pending final resolution of any claim, including litigation, the Consultant shall proceed diligently with the Services, and comply with any decision of the Official.

13.3.4 - The prevailing party in a suit under this Article shall recover, as part of his judgement, simple interest at the judgement rate then in effect, as ordered by a court of competent jurisdiction, and such reasonable fees and charges of attorneys, engineers and other professionals as may be fixed by a judge of the court.

13.3.5 - After settlement or final adjudication of any claim under this Article if, upon demand, payment due from the Consultant is not made to the Official, the Official may offset (a) the appropriate amounts from payments due to the Consultant under any other contract between the Official and the Consultant, or (b) any amounts for which the Official may be obligated to the Consultant in any capacity.

13.4 - Venue; Service of Process:

13.4.1 - The Consultant agrees to consent and submit to jurisdiction and venue of, and not commence any action elsewhere than, the Superior Court in the Country of Suffolk, only, regardless of residence or domicile, for any action at law or suit in equity arising under or relating to the processing, award, performance or completion of the Services, payment for Services performed, termination or any other claim arising under or relating to the Contract Forms. The Consultant agrees to consent and submit to service of process at the address and in the manner specified in the Agreement.

13.4.2 - The Consultant shall insert a provision containing the venue and service of process requirements of Article 13.4.1 in all agreements between the Consultant and his Subconsultants and insurers, altering the provision only as necessary to properly identify the contracting parties.

ARTICLE 14 - ASSIGNABILITY

14.1 - Neither the Official nor the Consultant shall assign or transfer their respective interest in this Contract without the prior written consent of the other party.

ARTICLE 15 - OWNERSHIP OF DOCUMENTS

15.1 Rights to Deliverables:

15.1.1 - All Deliverables shall become and remain the property of the Official through a paid-up license, as provided in paragraph 15.1.2, when the Official has paid the Consultant in full for the phase of the Services during which the Deliverables were produced, to the extent that completion of that phase of the services has then been accomplished. The design itself, and all associated elements will remain the property of the Consultant.

15.1.2 - By executing the Agreement, the consultant grants the Official a permanent, irrevocable, non-exclusive, paid-up license (under any and all copyrights or copyright applications owned, controlled, or under which the Consultant has the right to grant such license) to use, duplicate, disclose

and distribute any Deliverables submitted as required in the Contract Forms.

15.1.3 - In the case of future reuse of any Deliverables on another project, the Official reserves the right to negotiate with the Consultant for the acceptance of any professional liability.

15.1.4 - In no event shall the Consultant utilize any of the Deliverables of any description produced under this Contract in any architectural, design, and/or engineering competition or award(s) of any nature whatsoever, or for any other purpose, without first obtaining written approval from the Official.

ARTICLE 16 - EMPLOYMENT OF ENGINEERS, ESTIMATORS, CONSULTANTS OR OUTSIDE CONSULTANTS

16.1 - Unless previously approved or named under the terms of this Contract, the Consultant shall, before engaging any person, firm or corporation for engineering, architectural, estimating or outside consulting services in connection with the work to be performed under this Contract, obtain the written approval of the Official with respect thereto and shall, unless the Official otherwise approves in writing, retain the services of such approved person, firm or corporation until the full completion of that portion of the Project in relation to which said person or firm or corporation was engaged to render such services.

ARTICLE 17 - VARIATIONS IN WORK

17.1 - Without the prior written approval of the Official, the Consultant shall not order or authorize the Contractor or any subcontractor to make any revisions, modifications or variations in the work or provisions in the construction contract, or any other contract, or to incur any added expense or do any extra work which is not provided for within the executed general construction Contract Documents with the Official.

ARTICLE 18 - SOCIETY RULES OR CUSTOMS ROYALTIES OR PATENT FEES

18.1 - No rules or customs of any society of architects or engineers shall be binding on the part of the Official.

18.2 - The Consultant shall pay all license fees and royalties and assume all costs incident to the performance of the Services of any invention, design, process, product or device which is the subject of patent rights or copyrights. If a particular such item is selected by the Consultant for use in the performance of the Services, and its use is subject to patent rights or copyrights calling for the payment of any license fee or royalties, it shall remain the responsibility of the Consultant to assume all costs incident to its use. Whenever the Consultant is required or elects to use any such item, the right for its use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of that agreement shall be filed with the Official. However, whether or not that agreement is made or filed as noted, the Consultant in all cases shall indemnify and hold harmless the Official from and against all claims, damages, losses and expenses (including attorneys' fees and costs of both defense and appeal, if any) arising out of any infringement of patent rights or copyrights, and shall defend all claims for alleged infringement of such rights.

ARTICLE 19 - CONSULTATIONS AND PRESENTATIONS

19.1 - Without any increase in compensation, the Consultant shall (a) consult with the Official and attend meetings as required by the Official, and such other agencies as the Official may deem essential, at reasonable times during the performance of the Services, when requested to do so by the Official, or, on the Consultant's own initiative, upon the Consultant's request and Official's approval; and (b) available for a maximum of two (2) public presentations (During Normal Working Hours), as requested by the Official, until such time as the construction of the Project is completed.

ARTICLE 20 - SEPARABILITY PROVISION

including but not limited to charges of attorneys, architects, engineers and others and costs of both defense and appeal, if any (in the remainder of this paragraph referred to collectively as "claims"), arising from the enforcement of this provision.

23.3.4 - In all cases in which an employee shall be replaced for any reason, the Consultant shall supply an acceptable replacement as soon as possible, and agrees not to substitute a lower or less classified employee to perform the Services. The Consultant will furnish such replacement personnel at no cost to the Official for that period necessary for any retraining or job orientation.

ARTICLE 24 - DOCUMENT INCORPORATED BY REFERENCE

24.1 - The certificate of vote authorizing this Contract from the Official dated the ____ day of Month, Year, approved by the Board of Directors of the Economic Development & Industrial Corporation(EDIC) is incorporated herein by reference.

ARTICLE 25 - EFFECTIVE DATE

25.1 - The obligation of this Contract shall begin only upon the Consultant's receipt of a Notice to Proceed from the Official setting forth the effective date of this Contract. The notice shall be accompanied by a copy of the executed Contract and the Corporation Counsel's approval as to form.

ARTICLE 26 - CONFLICT OF INTEREST

26.1 - The Consultant hereby certifies that this Contract is made in good faith, without fraud or collusion of any kind with any other consultant or person for the same work, and that the Consultant is acting solely on its own behalf without connection with, or obligation to, any undisclosed person or firm. If any officer, agent or employee of the Official has a financial interest in the Consultant, the Consultant hereby agrees that he/she shall consult with the Law Department, Room 615, Boston City Hall or with legal counsel of the Economic Development & Industrial Corporation to learn what must be done to comply with the provisions of the Conflict of Interest Law (M.G.L. 268A), and the enabling legislation of the Economic Development & Industrial Corporation(Chap. 1097 of 1971).

26.2 - The Consultant has not given, offered or agreed to give any person any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract to the Consultant.

26.3 - No Subconsultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant or to any other person as an inducement for, or in connection with, the award to the Subconsultant of a portion of the Services.

26.4 - No person, other than persons regularly employed by the Consultant has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining this Contract upon an agreement or understanding that such person, be paid a fee or other consideration contingent upon the award of this Contract to the Consultant.

ARTICLE 27 - INSURANCE

27.1 The Consultant's Insurance - General:

27.1.1 - The insurance the Consultant is required to purchase and maintain shall include the coverage specified in this Article and be written for not less than the limits of coverage required in the Contract. Insurance shall be provided by insurers authorized to transact business in the Commonwealth, and unless otherwise designated in the Contract, having at least an "A" Best's Rating and a Class VIII financial size category in accordance with the most current A.M. Best Company ratings. Deductible amounts shall be the responsibility of the Consultant. The insurer's costs of providing the insured(s) a defense and appeal, including attorney's fees, shall be included within the limits of the coverage.

27.1.2 - The Consultant shall not commence or continue to perform any Services unless he/she has in full force and effect all required insurance.

27.1.3 - The Consultant shall insert provisions containing the insurance requirements of the Contract in all agreements between the Consultant and Subconsultants, altering the provisions only as needed to properly identify the contracting parties. Each Subconsultant's insurance shall be maintained during the period when that Subconsultant is providing Services.

27.1.4 - All the policies of insurance obtained to comply with these requirements shall be endorsed to provide that the coverage afforded will not be canceled, adversely changes or renewal refused until the expiration of at least thirty (30) days' prior written notice to the Official by registered mail. Should any coverage near expiration in the period when it is in full force and effect, it shall be renewed prior to its expiration, and a certificate filed with the Official at least ten (10) days prior to expiration.

27.1.5 - If any of the insurers is declared bankrupt or placed into receivership, ceases to meet the requirements of the Contract Forms, or its license to do business in the Commonwealth is terminated, the Consultant, as appropriate, shall immediately substitute other insurers/policies, which shall conform to the requirements of the Contract Forms.

27.2 The Consultant's Liability Insurance:

27.2.1 - The Consultant shall purchase and maintain commercial general liability, professional liability and commercial automobile liability appropriate for the Services and which will provide protection from claims itemized below which may arise out of or result from the Consultant's performance of the Services and the Consultant's other obligations under the Contract Forms, whether the Services and other obligations be performed or furnished by the Consultant or any Subconsultant, to wit:

27.2.1.1 - Claims for damages because of negligent errors, omissions or negligent acts arising out of or resulting from the performance of Services by the Consultant under this Contract;

27.2.1.2 - Claims under workers' compensation, disability benefits and other applicable similar employee benefits acts (M.G.L. Chapter 152, Workers' Compensation Law); claims for damages because of bodily injury, occupational sickness or disease, or death of the consultant's employees;

27.2.1.3 - Claims for damages because of bodily injury, sickness or disease, or death of any person other than the consultant's employees; claims for damages insured by personal injury liability coverage sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Consultant, or (b) by any other person for any other reason; claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting from any such injury or destruction;

27.2.1.4 - Claims for damages because of bodily injury or death of any person, or property damage arising out of ownership, maintenance, operation, use or loading and unloading of any owned, hired or non-owned motor vehicle used in the Work, including employee non-ownership use.

27.2.2 - The Consultant's commercial general liability insurance shall include contractual liability coverage sufficient to cover the Consultant's indemnification obligations under the Contract Forms. The Consultant agrees to pay on behalf of the Official, and to provide and pay a defense for all claims covered by the Consultant's obligations under the indemnification provisions.

27.2.3 - The Consultant's general and automobile liability insurance shall be endorsed to include the city as an additional named insured, and the Official and any of the Official's agents or employees as additional named insured or additional insured. The general and automobile liability insurance afforded to the Official and those other parties shall be primary insurance, and neither the coverage nor the limits provided under the

IN WITNESS WHEREOF, the said Consultant hereunto sets or has caused to be set, its hand and seal, and the Official has caused these presents to be signed by the Official as of this _____ day of _____, 2013.

Economic Development & Industrial Corporation

Peter Meade, Director

Contract Approved as to Form:

Consultant Name
Address
Address

Kevin J. Morrison
EDIC Legal Counsel

BY: _____
Name, Title

(AFFIX PROOF OF CORPORATION STATUS):

MEETING OF THE BOARD OF DIRECTORS

At a meeting of the Directors of _____, duly called and held at on the _____ day of _____, 2013, at which a quorum was present and acting, it was

VOTED, that _____, Principal-in-Charge of this Corporation, is hereby authorized and empowered to make, enter into, sign, seal and deliver on behalf of its corporation a contract for:

EDIC Project # - Project Name

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or repealed and is in full force and effect as of this date and that _____ is the duly elected Principal-in-Charge of this corporation.

Attest:

Clerk or Secretary of this Corporation

(AFFIX PROOF OF CORPORATION STATUS):

EXHIBIT A

Copy of RFP for **Project Title**

EXHIBIT B

FEE SCHEDULE

I. BASIC SERVICES

II. SUPPLEMENTARY SERVICES

Note: All costs are not to exceed figures unless amended by EDIC.

EXHIBIT C

HOURLY RATES

Hourly rates for Consultant, Subconsultants