

## **Reciprocal License Agreement by and between the City of Boston and Northeastern University for the Use of Camden Lot and Carter Playground**

This agreement (hereinafter "**Agreement**") is made by and between the CITY OF BOSTON, acting by and through its Parks and Recreation Department (hereinafter the "**City**") and NORTHEASTERN UNIVERSITY, a Massachusetts non-profit private institution of higher education and research with a principal place of business at 360 Huntington Avenue, Boston, Massachusetts (hereinafter "**Northeastern**") as of March 31, 2015.

### RECITALS

A. The City is the fee owner of Carter Playground, part of the Boston park system located in the South End at 627 Columbus Ave in Boston, Massachusetts adjacent to Northeastern's campus. The Playground was acquired for and is used for recreational purposes, making it parkland under the jurisdiction of Article 97 of the Amendments to the Constitution of the Commonwealth. Carter Playground is also the recipient of a grant from the Land and Water Conservation Fund ("**LWCF**") of the National Park Service ("**NPS**") and is subject to the requirements found in the LWCF State Assistance Program Federal Financial Assistance Manual, Volume 69, October 1, 2008. The property currently comprising Carter Playground, which is owned in fee by the City, is hereinafter referred to as the "**Playground Lot**".

B. Northeastern is the fee owner of a certain property (the "**Camden Lot**"), more particularly described on Exhibit A attached hereto, containing approximately 1.235 acres, which property is currently improved as a surface parking lot as part of Northeastern's campus, and is located at 795 Columbus Avenue, immediately to the north of the Playground Lot. Camden Lot is not under the jurisdiction of Article 97 of the Amendments to the Constitution of the Commonwealth and is not subject to any LWCF or NPS requirements.

C. As a mitigation commitment in accordance with that certain Cooperation Agreement ("**Cooperation Agreement**") to be entered into between Northeastern and the Boston Redevelopment Authority ("**BRA**") in connection with the BRA's and the Boston Zoning Commission's approval of Northeastern's Institutional Master Plan pursuant to Article 80 of the Boston Zoning Code, and consistent with Northeastern's non-profit mission and the City's goals to promote health and recreation for the Lower Roxbury and South End neighborhoods, as well as the surrounding greater Boston community, Northeastern has chosen to benefit the City by providing a gift of the sustainable design and construction and a portion of the maintenance of new facilities at Carter Playground, at an estimated cost of fifteen million dollars (\$15,000,000.00) (which amount does not include the value of the Camden Lot nor the maintenance thereof, which is being contributed for the term of the Agreement), as described below.

D. The parties acknowledge that during the term of this Agreement such new park and playground facilities, as improved pursuant to this Agreement, will be located on both the Playground Lot and the Camden Lot, as more particularly shown on the conceptual site plan attached hereto as Exhibit B, notwithstanding that the City will continue to own the fee in the Playground Lot and Northeastern will continue to own the fee in the Camden Lot. Carter

Playground, as improved pursuant to this Agreement and as located on both the Playground Lot and the Camden Lot, is hereinafter referred to as the “**Playground.**”

E. Recognizing that the benefits to the City, the public, and Northeastern are increased by combining Camden Lot and the Playground Lot to allow for improvements that are possible only if the lots are operated jointly, this Agreement grants a license to Northeastern for the use and maintenance of the Playground Lot, grants a license to the City for the use of the Camden Lot, and sets forth the basic terms and conditions relating to the Playground, all as more fully described herein.

1. **Term of the Agreement:**

- (a) **Initial Agreement:** The Agreement shall be for a term of thirty (30) years. The term shall commence on the date that a certificate of occupancy is issued for the Improvements (defined below). For purposes of this Agreement no approval or permit shall be deemed received unless and until all applicable appeal periods have expired, and without any appeal having been taken, or if an appeal or appeals have been taken, on the date that all such appeals have been resolved to the City’s and Northeastern’s satisfaction. If Northeastern receives all of such necessary approvals and permits, it shall notify the City in writing of the date that the last permit or approval was so received, and the term shall commence as of that date. In the event that the term does not commence within the time period set forth in the Cooperation Agreement or is terminated as set forth herein, then Northeastern shall comply with the requirements of the Cooperation Agreement relating to alternative mitigation. The term shall terminate, except as hereinafter provided, on the date, which is thirty (30) years from the commencement of the term. This initial thirty (30) year term is referred to as the “**Initial Agreement**”.
- (b) **Extension:** Thereafter the Agreement shall be automatically extended for additional successive ten (10) year periods (each, an “**Extension**”) on terms then in effect under this Agreement, unless either the City or Northeastern gives notice to the other party, as required by Section 11, that such party terminates the Agreement not less than six (6) months prior to the expiration of the Initial Agreement or Extension then in effect. Notwithstanding the foregoing, the Agreement shall not automatically extend if, at the time of such Extension, Northeastern is in material default under this Agreement for which notice has been given and for which default applicable cure and grace periods have expired.

2. **Licenses Granted:**

- (a) The City grants to Northeastern and Northeastern’s authorized employees, agents, representatives, contractors, and subcontractors the non-exclusive right and license to enter upon and to pass along and over the Playground Lot, together with any and all vehicles, equipment and materials reasonably necessary for performing the Improvements (as defined below), other work, maintenance and repair obligations set forth herein, during the term hereof and on the conditions set forth herein.

- (b) Northeastern grants to the City and the public the non-exclusive right and license to enter upon and to pass along and over the Camden Lot for the use of the Playground as set forth herein, including the ability of the City to issue permits for use of the Camden Lot in accordance with the City's typical permitting process for City of Boston playgrounds, during the term hereof and on the conditions set forth herein.

3. **Scope of Northeastern's Work:**

Northeastern is hereby authorized to do the following work:

(a) **The Playground:**

(i) Environmental Remediation (M.G.L. c. 21E):

- (1) The City grants to Northeastern and Northeastern's authorized employees, agents, representatives, contractors, and consultants the right to enter upon the Playground Lot for the purpose of performing environmental assessments and certain environmental testing, the scope and location of which are described in Exhibit D, attached hereto. In connection with any such assessment or testing, Northeastern shall indemnify, defend and hold the City harmless from and against any and all losses, costs, fees, suits, damages or claims caused by Northeastern, or its contractors' or consultants' negligence or misconduct during the access to or entry upon the Playground Lot for the performance of such environmental assessment or testing.
- (2) Following such assessments and testing, Northeastern, at its sole cost and expense, shall take all necessary steps mandated by the Commonwealth of Massachusetts to bring the Playground Lot into compliance with M.G.L. c. 21E and the Massachusetts Contingency Plan (310 CMR 40.0000, *et seq.*), and any other applicable environmental laws and regulations dealing with contamination, including amendments thereof ("**Remediation**").
- (3) Notwithstanding the foregoing, in the event that the environmental assessment or testing reveals, to the good faith satisfaction of the City and Northeastern, that the Remediation required for the environmental conditions on the Playground Lot (including any premium environmental construction costs connected to the construction of the planned Improvements) is estimated to cost in excess of One Million Five Hundred Thousand Dollars (\$1,500,000.00), then (i) Northeastern shall be required to perform and complete the Remediation in accordance with the terms and conditions of this Agreement and restore the Playground Lot substantially to the state it was in prior to any Remediation work

being performed, and (ii) Northeastern shall have no obligation to construct any Improvements or the Tot Lot on the Playground Lot or the Camden Lot or otherwise perform any other obligations under this Agreement without Northeastern first obtaining the approval and authorization of its board of trustees.

- (4) The Remediation shall be carried out in consultation with the City, and in accordance with all applicable laws and regulations now in existence, including any amendments to the Remediation that are in accord with Department of Environmental Protection mandates and timelines. Northeastern shall indemnify, defend and hold the City harmless from and against any and all losses, costs, fees, suits, damages or claims resulting from or caused by Northeastern's performance of the Remediation. The City shall reasonably cooperate with Northeastern in connection with the Remediation, including, without limitation, by providing reasonable access and executing any Activity and Use Limitation sought by Northeastern, which Activity and Use Limitation shall permit use of the Playground Lot as a playground.
  - (5) Promptly after completion of the assessment and testing (subject to weather conditions and other causes beyond Northeastern's control), in accord with Department of Environmental Protection mandates and timelines, Northeastern shall commence and thereafter diligently pursue the Remediation to completion.
  - (6) During the term of this Agreement, Northeastern shall be solely responsible, for all matters based on, or arising or resulting from the presence of hazardous materials in, on or under the Playground which are caused by Northeastern or its employees, agents or contractors, including compliance with all applicable environmental laws and regulations dealing with hazardous materials and/or contamination.
  - (7) The City acknowledges that the Remediation may be carried out prior to or during the construction of the Improvements, depending on the scope of the Remediation. Northeastern shall be required to restore any portions of the Playground Lot affected by the testing to their condition at the time of entry only if such portions of the Playground Lot will not be otherwise included in the area of the construction of the Improvements.
- (ii) **Playing Surfaces:** Northeastern shall install artificial playing surfaces and the associated infrastructure including necessary drainage and irrigation designed for sports including, but not limited to, soccer, softball, "Little-League" style baseball, football, lacrosse, rugby, field hockey and cricket (hereinafter the "**Playing Surfaces**"). Other areas within the park will

include tennis courts and basketball courts (hereinafter the “**Courts**”) and new children’s play equipment (the “**Tot Lot**”). A conceptual design and location of the Playing Surfaces, Courts and Tot Lot submitted by Northeastern and approved by the City is shown on the site plan attached hereto as Exhibit B. Before construction begins, Northeastern shall submit to the Parks and Recreation Commissioner the final plans (the “**Final Plans**”) for review and approval, such approval not to be unreasonably withheld or delayed.

- (iii) Reconfiguration: At any time after the fifth (5<sup>th</sup>) anniversary of the commencement of the term, Northeastern or the City may propose to reconfigure the Playground and Improvements, at the sole cost and expense of the party making the proposal, subject to the prior approval of the other party. Northeastern shall have the right to withhold approval in the event that the City’s proposed reconfiguration materially affects the usability of the Improvements by Northeastern. In the event that Northeastern chooses to propose a reconfiguration of the Playground and Improvements, Northeastern and the City will review a revised configuration in good faith, and the City will not oppose efforts to obtain any required public or private approvals in connection therewith. Any such reconfiguration shall not result in a reduction in the aggregate amount of Playing Surfaces available for public use under this Agreement.

(b) Accessories and Structures:

- (i) Northeastern may erect temporary structures for utilities and equipment storage, the location of which shall be shown on the Final Plans. Any temporary structures located on the Playground for utilities and equipment storage shall be subject to all customary required permits and approvals and shall provide reasonable space for storage of equipment used by Northeastern, the City, and the community at the Playground. Any such structures are hereinafter referred to as the “**Structures**.”
- (ii) Northeastern shall install Musco field lighting and scoreboards (hereinafter the “**Lighting**”) designed in compliance with athletic safety standards and in consultation with the City. The City shall own and have remote access to the Lighting and shall coordinate with Northeastern and any other parties obtaining permits for the Playground for the use of such Lighting, and in no event shall the Lighting remain lit past 10:45 pm. The parties agree to reevaluate the procedure for operation of the Lighting for the Playground six (6) months after the completion of the Improvements (and as reasonably necessary thereafter).
- (iii) Northeastern shall install landscaping, bollards, fencing around the fields (excluding the Tot Lot), and other fixtures and equipment, and utilities necessary for the operation of the Improvements and irrigation of natural surfaces (hereinafter the “**Accessories**”) reasonably necessary to create a

safe, functional, and attractive Playground, substantially as shown on the Final Plans.

- (iv) Subject to the prior approval of the City and after a public meeting, Northeastern shall have the right to install a sound and multimedia system (including related utilities, cabling and plugs) (hereinafter the “**System**”), such City approval not to be unreasonably withheld, conditioned or delayed. The System shall be subject to all City ordinances, including City of Boston Code, Ordinance 16-26 concerning unreasonable noise.
  - (v) Northeastern shall have the right to seek approvals to construct at any time during the term, in its sole discretion, a bubble (hereinafter, the “**Bubble**”) over one of the Playing Surfaces to extend the usefulness of the field for Northeastern and the community as further described in Section 6(f). The parties agree that the Bubble, if constructed, shall be considered to be a temporary structure for seasonal athletic use only, and non-athletic special events shall not be permitted. Northeastern shall be responsible for obtaining any and all permits and approvals required for construction of the Bubble (provided that the City shall reasonably cooperate with Northeastern in connection therewith) and shall bear all costs associated with the Bubble, including the cost of utilities during its use and the cost of storage when not in use. If a Bubble is constructed, the City and Northeastern will cooperate to coordinate the times when Northeastern will set up and take down the Bubble each year to minimize any disruption in the use of the Playground; provided however, that the Bubble will be set up no earlier than the third week of November and taken down no later than the second week of March each year.
  - (vi) The City shall install a sign that is in keeping with its typical signage standards (the “**Signage**”) that includes recognition of Northeastern’s contributions to the Playground and is mutually acceptable to the City and Northeastern.
- (c) The Playing Surfaces, Courts, Lighting, Accessories and Structures, as may be replaced from time to time, are collectively referred to as the “**Improvements**”. In the event that Northeastern elects to construct the Bubble and the System, the Bubble and the System shall be included in the definition of Improvements, and all terms and conditions set forth herein shall apply thereto.

#### 4. Performance of Work:

Northeastern is hereby granted a license to perform all work related to the Remediation, the Tot Lot and the Improvements (the “**Work**”) as follows:

- (a) Northeastern shall ensure that any Work undertaken by Northeastern is performed in good and workmanlike manner and in compliance with all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders,

regulations, and ordinances, including those of the Massachusetts Architectural Access Board and the Americans with Disabilities Act. Northeastern shall bear the sole responsibility for any and all noncompliance caused by any Work performed by Northeastern or its agents, including, but not limited to fines, penalties, obligations and requirements.

- (b) All Work shall be in substantial accordance with the Final Plans and the construction-and-installation schedule, all of which shall have been previously approved by the City, such approval not to be unreasonably withheld or delayed. Northeastern shall have the obligation to diligently and continuously pursue completion of the Work once commenced.
- (c) All architects, consultants, surveyors and contractors employed by Northeastern to do the Work must be previously approved by the City, such approval not to be unreasonably withheld or delayed. Northeastern shall submit the names of the consultants, surveyors and contractors to be used by Northeastern for the City's approval. Failure of the City to respond within fourteen (14) business days of its receipt of a name or names shall be deemed its approval thereof.
- (d) Northeastern shall give ten (10) days' notice to the City before commencing the Work. Northeastern shall not be obligated to commence the Work until all permits and approvals from all applicable municipal, state and federal agencies are obtained with no conditions that render the Work infeasible. The Parks and Recreation Department agrees to cooperate with Northeastern in obtaining such permits and approvals.
- (e) Northeastern shall pay prevailing wage to its contractors and subcontractors for the Work; provided however, the foregoing shall not apply to employees of Northeastern performing Work.
- (f) Northeastern shall furnish performance and payment bonds for 100% of the hard construction costs of the Improvements to the City for its approval, such approval not to be unreasonably withheld or delayed. In no event shall the total obligations under the performance and payment bond exceed the construction and installation hard costs related to the Improvements.
- (g) Northeastern shall maintain, where applicable, or in lieu thereof cause its contractors to take out and maintain during the term of this Agreement, such Worker's Compensation insurance as may be reasonably necessary to protect Northeastern from claims under General Laws c. 152 (the Workmen's Compensation Law).
- (h) Northeastern agrees and shall require any contractors and their subcontractors to agree not to discriminate in connection with the performance of the Work against any employee or applicant for employment because of sex, race, religious creed, national origin, sexual orientation or age. Northeastern agrees and shall require any contractor and its subcontractors to agree to post in conspicuous places

notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

- (i) Northeastern accepts the Playground Lot “as is” and the City gives no warranty, expressed or implied, as to the condition of the Playground Lot. Northeastern agrees that the Work is done at its own risk. Northeastern releases the City from any liability or responsibility for any loss or damage to fixtures or other personal property of Northeastern located on or about the Playground.
- (j) During the Work, Northeastern shall maintain, preserve and secure the Playground by installing and maintaining a continuous temporary fence that surrounds the portion of the Playground where Work is being undertaken. The fence shall be a chain-link fence, six feet in height with posts a maximum of six feet apart, and shall be secured by a locking mechanism maintained by Northeastern. Northeastern and the City will work together to determine the appropriate work zone (“**Work Zone**”) in and surrounding the Playground Lot and Camden Lot.
- (k) During the Work, Northeastern shall be responsible for all costs and expenses incurred for barriers, police detail, site security, maintenance details, portable lighting provisions, and all required permits.
- (l) During the Work, Northeastern may store and keep staging equipment, tools, machinery, construction vehicles, hardware, and building materials, as necessary from time to time in the portion of the Playground where Work is being undertaken and in the Work Zone. However, Northeastern shall not use any portion of the Playground for overnight parking of private vehicles, or for parking of vehicles at any time that are unrelated to the construction of the Playground.
- (m) During the Work, Northeastern shall not, under any circumstances, encroach upon any area outside of the Work Zone without proper authorization (an “**Unauthorized Encroachment**”). The City, in its sole discretion, shall have the right to assess a penalty of Two Thousand Five Hundred Dollars (\$2,500.00) per day against Northeastern as liquidated damages for any Unauthorized Encroachment. Northeastern shall have five (5) business days from the date notice is received pursuant to Section 11 to cure an Unauthorized Encroachment before any penalty is assessed. This provision shall be the City’s sole and exclusive means of imposing upon or collecting damages from Northeastern for an Unauthorized Encroachment.
- (n) During the Work, Northeastern shall not unreasonably interfere with access into and through the Playground via existing entrances and pathways outside of the Work Zone, except as indicated on the Final Plans and, to the extent practicable, shall maintain such entrances and pathways free from obstructions by Northeastern and its agents at all times.

- (o) During the Work, Northeastern shall at all times coordinate with the City. The City shall provide Northeastern with the name and contact information for the person(s) with which to coordinate.
- (p) During the Work, Northeastern shall not remove or disturb any trees on the Playground unless described in the Final Plans and specifications that are approved by the Chief Engineer and the Tree Warden. No construction equipment or staging shall be parked or stored under the canopy of existing trees on site.
- (q) Northeastern shall complete all construction, site excavation and site clean-up and restoration in accordance with a mutually agreed upon timetable.

5. **Expenses:**

- (a) Northeastern shall be solely responsible for the following:
  - (i) All costs and expenses associated with (x) the design, construction, repair, and replacement of the Improvements and (y) the design and construction of the Tot Lot consistent with the design scope attached hereto as Exhibit E, except in either case to the extent that the need for the same is caused by the City or anyone acting by, through or for the City with approval from the Parks and Recreation Department. In any event, Northeastern shall manage the design, construction, repair, and replacement process in accordance with this Agreement. To the extent the cost of any repair or replacement of the Improvements exceeds \$10,000, such repair or replacement shall be subject to the final review and reasonable approval of the City, which review shall be undertaken in a reasonable amount of time in accordance with industry standards.
  - (ii) Costs and expenses associated with the turf maintenance of the Playing Surfaces, including but not limited to drainage and irrigation systems, except as provided for below.
  - (iii) Fees, payments and costs due to Northeastern's architects, designers, contractors and suppliers, and all other miscellaneous costs associated with the Improvements and maintenance of the Playground.
  - (iv) Costs associated with the maintenance of the Playground, including trash removal, the pickup of litter, snow removal, landscaping, mowing of grass and pruning of trees and shrubbery, except for any portion of the Improvements to be utilized by the City, as may be mutually agreed upon by the parties. The pruning of trees and shrubbery shall be subject to inspection by and approval of the Tree Warden.
  - (v) Costs associated with electricity and other utilities typically charged to permittees for the hours permitted to Northeastern.

- (b) After the Improvements have been completed, the City shall be solely responsible for all costs and expenses associated with the restoration, repair, cleaning and/or maintenance of the Playground and Improvements (but not for ordinary wear and tear) if damaged by a specific occurrence or occurrences arising out of the use of the Playground by the City or any third party authorized by the City (other than the uses described in Section 6 of this Agreement). Without limiting the foregoing, upon reasonable notice to the City, Northeastern may elect to undertake, at its cost and expense, the restoration, repair, cleaning and/or maintenance of the Playground and Improvements that are the responsibility of the City under this paragraph. In connection with any such undertaking by Northeastern, the City will assign its rights to any claims for damages, insurance claims or proceeds to which the City may be entitled as a result of a third party permittee's acts or omissions in connection with its use of the Playground.
- (c) The City shall be responsible for (i) all electricity for playground hours not permitted to Northeastern, water and other utility charges incurred in connection with the utilities and Lighting serving the Playground and the Improvements (responsibility for payment of utilities associated with the Bubble, if constructed, will be solely borne by Northeastern), (ii) all costs associated with repair, maintenance and replacement of the Lighting (subject to reasonable review and approval by Northeastern) and pedestrian lighting, (iii) the installation, repair and replacement of all park-related and directional signage, including signage noting that the Playing Surfaces, fields and tennis courts may be used subject to reservation in advance with the Parks Department, and (iv) costs associated with the restoration and repair of the children's play equipment in the fenced area around the Tot Lot.

**6. Use of The Playground:**

- (a) As a material inducement to Northeastern to install the Improvements, the City shall issue permits to Northeastern for intramural sports, club sports and practices on the Playground. The use of the Playground for varsity sports will require the prior written consent of the Parks Department. Such permits will be issued by the City to Northeastern for the following activities on the Playground according to the following annual scheduling (which will commence once the Improvements have been completed, and the requirements of paragraphs (d) and (e) of Section 12 have been met):

**Field 1 (little league/softball/turf sport)**

<b>January</b>	no permits
<b>February</b>	Northeastern: Monday – Friday 6:00pm – 9:00pm Saturday 11:00am – 6:00pm City of Boston: Monday – Friday 6:00am – 6:00pm 9:00pm – 10:30pm Saturday 6:00am – 11:00am

6:00pm – 10:30pm  
Sunday 6:00am – 10:30pm

**March-April-May-June**

Northeastern: Monday – Friday 8:00pm – 10:30pm  
Saturday 11:00am – 10:30pm  
Sunday 2:00pm – 10:30pm  
City of Boston: Monday-Friday 6:00am – 8:00pm  
Saturday 6:00am – 11:00am  
Sunday 6:30am – 2:00pm

**July & August**

Northeastern: Monday-Friday 6:00am - 3:00pm  
Youth Sports Camps\*  
City of Boston: Monday – Friday 3:00pm - 10:30pm  
Saturday – 6:00am - 10:30pm  
Sunday – 6:00am - 10:30pm

**September-November 30**

Northeastern: Monday – Friday 8:00pm – 10:30 pm  
Saturday- Sunday 2:00 pm – 10:30 pm  
City of Boston: Monday-Friday 6:00am – 8:00pm  
Saturday-Sunday 6:00am - 2:00 pm

**December** no permits

\* **Northeastern will provide summer sports camps and/or availability in sports clinics to children under the age of 18, which will be made available to Boston residents. The scope of such camps and/or clinics shall be in compliance with National Collegiate Athletic Association (NCAA) standards and will be further developed by the parties.**

**Field 2(turf sports field)**

**January** no permits

**February**

Northeastern: Monday – Friday 6:00pm – 9:00pm  
Saturday 11:00am – 6:00pm  
City of Boston: Monday - Friday 6:00am – 6:00pm  
9:00pm – 10:30pm  
Saturday 6:00am – 11:00am  
6:00pm – 10:30pm  
Sunday 6:00am – 10:30pm

**March-April-May-June**

Northeastern: Monday – Friday 8:00pm – 10:30pm  
Saturday 11:00am – 10:30pm  
Sunday 2:00pm – 10:30pm  
City of Boston: Monday-Friday 6:00am - 8:00pm  
Saturday 6:00am – 11:00am  
Sunday 6:30am – 2:00pm

**July & August**

Northeastern: 2-3 hours on 1 or 2 weekdays between 4:00pm and 9:00pm, to be further determined by the parties  
City of Boston: Monday – Sunday – 6:00am-10:30pm (excluding times for Northeastern as may be determined by the parties)

**September-November 30**

Northeastern: Monday – Friday 8:00pm – 10:30pm  
Saturday- Sunday 2:00pm – 10:30pm  
City of Boston: Monday- Friday 6:00am – 8:00pm  
Saturday-Sunday 6:00am – 2:00pm

**December** no permits

**TENNIS COURTS:**

**March 15-June 15** City of Boston: Monday-Friday 2:00pm – 6:00pm

**March 15-May 1** Northeastern: Monday – Thursday 6:00pm – 10:00pm  
(courts #4 - 5 only)

**July 5-August 15** City of Boston: Monday - Friday 9:00am – 2:00pm  
Other than youth programs tennis is on a first come, first serve basis.

**September-October 31**

Northeastern: Monday – Thursday 6:00pm – 10:00pm  
(courts #4 - 5 only)

- (b) The foregoing schedule of Northeastern permits shall not be reduced without the prior consent of Northeastern. In addition to the times set forth in Section 6(a) above, either party may ask the other party, three (3) business days in advance, whether a Playing Surface has been reserved for an allotted time (“**Additional Available Times**”). If not reserved, either party may then reserve the Playing Surfaces for such Additional Available Times through the City’s typical permitting process. The tennis courts are not subject to the terms of this paragraph and may

not be reserved beyond the terms outlined in Section 6(a) above. If the City has not issued permits during the designated "City of Boston" permitted times set forth in this section, Northeastern may request additional permits for such times pursuant to the City's typical permitting process therefor.

- (c) If Northeastern is not using its permitted time set forth in this section it will notify the Parks Department at the beginning of each season and return the time for such season; provided that Northeastern shall again be entitled to such permitted time for subsequent seasons. Only the Permitting Division of the Parks Department can issue permits.
- (d) The City shall issue permits for scheduled events in a manner that allows for adequate time for turnover between events as well as scheduled maintenance of the Playing Surfaces and other athletics fields.
- (e) The City shall not issue permits for special events that violate the warranties of the Playing Surfaces or the provisions of Section 7(c) below.
- (f) If Northeastern elects to construct the Bubble over one of the athletic fields, the City and Northeastern shall cooperate in good faith to establish a schedule for the field covered by the Bubble to reflect the extended all-seasons use of the field. Such schedule shall include permits for Northeastern at the following times in the last week of November, December, January, February and the first week of March (when the field would otherwise be closed), and in no event shall Northeastern's permit schedule set forth in Section 6(a) above for use of the field during the other months be reduced:

**Last week of November,  
December, January,  
February and  
first week of March**

Northeastern: Monday – Friday 6:00pm – 10:30pm  
Saturday 2:00pm – 10:30pm  
Sunday 2:00pm – 10:30pm

City of Boston: Monday – Friday 6:30am – 6:00pm  
Saturday 6:30am – 2:00pm  
Sunday 6:30am – 2:00pm

The foregoing schedule of Northeastern permits for the Bubble shall not be reduced without the prior consent of Northeastern.

**7. Duty to Maintain:**

- (a) During the construction and after completion of the Improvements until expiration of the Agreement term, Northeastern shall maintain the Playground and Improvements including but not limited to the fields, scoreboard, fencing, bollards, and pathways.

- (b) Northeastern shall maintain the Playing Surfaces by contracting for maintenance of the Playing Surfaces, as recommended by the applicable manufacturer. Northeastern shall replace the Playing Surfaces during the time period recommended by the applicable manufacturer.
- (c) No activities will be permitted on the Playground or Improvements by the City that increase Northeastern's obligation to maintain, repair, or replace the Playground and Improvements, including, but not limited to, any event that would impair the warranty of the artificial Playing Surfaces. In addition, no food or drink will be permitted on or in the area of the Playing Surfaces by either the City or Northeastern.
- (d) The artificial turf warranty will be held solely by Northeastern.
- (e) Northeastern shall, upon completion of Northeastern's Improvements, promptly remove all debris, and construction equipment and materials not essential for the proper and safe operation of the Playground and Improvements. Any costs associated with this section shall be Northeastern's sole responsibility. After thirty (30) days from Northeastern's receipt of notice from the City, the City may remove anything not removed by Northeastern at the sole cost and expense of Northeastern. Northeastern shall reimburse the City for the reasonable costs associated with said removal or disposition, and the City shall not be liable for any damage caused thereby.
- (f) The City reserves the right to inspect construction and maintenance of the Playground and Improvements on a daily basis. The City shall immediately notify Northeastern of any non-compliance, and Northeastern shall cure any such non-compliance within the time set forth in Section 10 below.
- (g) Northeastern agrees that at its sole cost and expense it will, when necessary, repair and replace the artificial turf field and all infrastructure associated with the fields, including but not limited to drainage and utilities, throughout the term of this Agreement. Northeastern and the City shall evaluate the need for repair or replacement of the artificial turf beginning one year prior to the expiration of the artificial turf warranty, and, within six (6) months after the mutual determination by the City and Northeastern of the need for any repair (which may include adding rubber infill, patching worn areas and reusing pad and infill material) or replacement of the artificial turf, Northeastern shall undertake such agreed upon repair or replacement.

**8. Security:**

The Playground shall be patrolled like other public parks in the City of Boston and subject to similar hours of operation set forth in the "Rules of the Boston Parks and Recreation Commission Relative to the Use of Public Parks and Other Public Places Under its Control" as amended from time to time. The City and Northeastern agree to reasonably cooperate to develop a mutually acceptable security plan, which may be

amended from time to time by the City and Northeastern, for the Improvements at the Playground, which may include installing security cameras and/or providing security lighting in the overnight hours. In the event that lockable fences are constructed, both the City and Northeastern shall have keys. The Improvements will initially remain unlocked, but the parties will reevaluate the security plan for the Playground six (6) months after the completion of the Improvements (and as reasonably necessary thereafter) and may mutually agree to begin locking the Playing Surfaces at agreed upon hours (in which event, Northeastern shall be responsible for locking and unlocking the gate in accordance with the standard procedures and policies of the Boston Parks and Recreation Department). Northeastern agrees to assist the City in patrolling and responding to incidents at the Playground in cooperation with the Boston Police Department and in compliance with the Parks and Recreation Department standard procedures and policies. The security plan will also require a posting instructing users to report any illegal activity to the Boston Police by calling 911 immediately.

**9. Insurance and Indemnification:**

(a) Northeastern:

- (i) Insurance: While this Agreement is in effect, Northeastern shall maintain the following insurance:
  - (1) Liability: liability insurance to cover loss or damage to persons or property that may occur during construction of the Improvements, and otherwise while this Agreement is in effect in amounts not less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) in the aggregate.
  - (2) Property: insurance to cover loss or damage to the Improvements that may occur during construction of the Improvements, and otherwise while this Agreement is in effect. The amount of the property insurance for the Improvements shall be equal to the cost to replace the Improvements.
  - (3) Northeastern shall name the City as an additional insured on all such policies of liability with respect to claims arising from Northeastern's use of or activities on the Playground and as a loss payee on the property insurance for the Improvements. Said policies shall be contracted for with companies that are licensed to do business in the Commonwealth of Massachusetts and have a rating from A. M. Best not lower than "A". Proof of such insurance is attached hereto as Exhibit C. Notwithstanding the foregoing, Northeastern shall have the right to "self-insure" for all insurance coverages it is required to obtain and maintain under Section 4(g) and this Section 9, in which case a letter from an authorized official of Northeastern attesting to such self-insurance shall be provided to the City.

- (4) In the event of a loss affecting the Improvements during the first ten (10) years of the term of this Agreement, Northeastern shall be required to rebuild or restore the Improvements. In the event of a loss, which destroys a material portion of the Improvements at any time after the tenth (10<sup>th</sup>) anniversary of the date of this Agreement, Northeastern shall elect within ninety (90) days after the casualty either to rebuild or restore the Improvements or terminate this Agreement, and Northeastern shall give notice to the City within such ninety (90) day period. If Northeastern elects to terminate this Agreement, all relevant property insurance proceeds attributable the Improvements located on the Playground Lot (but not the Camden Lot) shall be given to the City when Northeastern receives the same. The foregoing sentence shall survive the termination of this Agreement.
- (5) No insurance policy shall be allowed to lapse without a replacement policy in place in the amounts and terms required by this Agreement.

(ii) Indemnification:

Northeastern shall indemnify, defend and hold harmless the City with respect to all liabilities arising from use of or other action or inaction of Northeastern or its representatives, employees, agents, contractors or consultants on the Playground, except to the extent said liabilities result from the negligence or willful misconduct of the City or its representatives, employees, agents, contractors or consultants or any third party authorized by the City to use or occupy the Playground.

(b) The City:

(i) Insurance:

The City is self-insured.

(ii) Liability:

The City shall be responsible for all liabilities arising from and connected to the use of, and other action or inaction by the City or anyone acting by, through or for the City (including, without limitation, third parties to whom the City has granted a permit for use of the Playground), to the extent such party's action or inaction was a cause of the liability, with respect to the Playground and Improvements, except to the extent said liabilities result from Northeastern's negligence or willful misconduct. The City will require third party permittees to obtain adequate insurance coverage naming Northeastern as an additional insured.

- (c) It is the intent of the parties that this Agreement grants Northeastern, as licensee, the protections and limitations on liability found in M.G.L. c. 21 §17C as a “person”, as such term is defined in M.G.L. c. 21 §17C.
- (d) Notwithstanding anything to the contrary contained herein, upon the completion of the Tot Lot and the acceptance thereof by the City pursuant to Section 12, (i) Northeastern shall have no duty to maintain or repair the Tot Lot, (ii) Northeastern shall have no obligation to rebuild or restore the Tot Lot in connection with a loss or damage, except to the extent such loss or damage is caused by Northeastern, and (iii) Northeastern shall have no other liability in connection with the Tot Lot, except to the extent said liabilities result from Northeastern’s negligence or willful misconduct.

**10. Termination:**

- (a) If Northeastern fails to perform or observe, or breaches any of the material terms of this Agreement, the City may, after notice and failure to cure as hereinafter provided, terminate this Agreement and/or deny access to the Playground and Improvements. The City may also expel Northeastern and remove Northeastern’s effects from the Playground and Improvements without prejudice to any remedies that might otherwise be available to the City for such breach of covenant, and, upon entry as aforesaid, the rights of Northeastern created by this Agreement shall terminate, at the City’s option. Northeastern shall have thirty (30) days from the date notice is sent in accordance with Section 11 to provide the City with a plan of action to cure any default of the terms of this Agreement. However, the City agrees to provide Northeastern with such longer period of time to cure such failure or breach as may be reasonably necessary if such default is not reasonably capable of being cured within such thirty (30) day period so long as the cure is commenced within the cure period and work is thereafter diligently pursued with regular updates to the City on the progress. If Northeastern fails to cure within the prescribed period, the City, at its sole discretion may take any and all steps to correct the failure or breach, with the rights set forth in Section 19 below.
- (b) In the event that any third party challenges the validity or enforceability of this Agreement (other than relating to the proposed construction of a Bubble) under Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts or otherwise, Northeastern shall have the right to terminate this Agreement by giving the City written notice at least ninety (90) days prior to the effective date of termination. Any such termination shall be subject to the provisions of the Cooperation Agreement regarding alternative mitigation.

**11. Notices:**

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed given when sent, if (i) delivered by hand, (ii) sent by registered or certified mail, return receipt requested, or (iii) sent by recognized overnight delivery service, addressed as follows:

If to Northeastern: Northeastern University  
360 Huntington Avenue  
Boston, MA 02115  
Attention: President

With a copy to:  
Northeastern University  
360 Huntington Avenue  
Boston, MA 02115  
Attention: General Counsel

If to the City: City of Boston  
Parks and Recreation Department  
1010 Massachusetts Avenue, 3rd Floor  
Boston, MA 02118  
Attention: Commissioner

With Copy to: City of Boston Law Department  
Government Services Division  
City Hall Room 615  
Boston, MA 02201  
Attention: Corporation Counsel

Northeastern and the City have the right to specify a different address, by notice given in accordance with this section, provided that the party seeking to change its address gives fifteen (15) days prior written notice to the other party.

**12. Acceptance:**

Acceptance by the City and approval for the use and occupancy of the Playground, Tot Lot and Improvements performed by Northeastern shall take place only after the City has had an opportunity to inspect the work done by Northeastern as set forth below:

- (a) Northeastern shall have contacted the City in writing to request inspection and acceptance of the Playground, Tot Lot and Improvements. The City shall be under no obligation to inspect unless requested to do so by Northeastern.
- (b) Upon receipt of Northeastern's request for inspection, the City shall have thirty (30) days to inspect.
- (c) Within thirty (30) days of the date of inspection, the City will provide a written notice of any outstanding issues to be completed by Northeastern in order for it to comply with the approved Final Plans for the Playground, Tot Lot and Improvements. Northeastern shall then correct any such issues to the reasonable satisfaction of the City prior to the issuance of occupancy permits.
- (d) If the City does not respond or request reasonable additional time to inspect within thirty (30) days, then the Playground, Tot Lot and Improvements shall be

deemed accepted by the City, and Northeastern shall have no further obligations to the City, except for the maintenance obligations stated in Section 7 above.

- (e) Playground's compliance with the final plans, as submitted to the Chief Engineer for the City's Parks and Recreation Department, shall be evidenced by a letter from the Commissioner of the City of Boston Parks and Recreation Department (the "**Commissioner**"), such letter not to be unreasonably withheld or delayed, and if the City fails to issue any letter within the thirty (30) day period referenced in this Section 12(d), such evidence of the City's acceptance shall be Northeastern's letter to the City citing such failure. Notwithstanding any language to the contrary, the letter from the Commissioner does not relieve Northeastern from the obligation to obtain the appropriate licenses and permits to legally operate the Playground and Improvements.
- (f) The City receives copies of all plans, permits, documents, warranties, "as-builts" etc. as outlined in Section 01 70 00 Contract Close Out of the City's standard specifications.

**13. Interest in Property:**

Both parties acknowledge that the Playground Lot is subject to the jurisdiction of Article 97 of the Amendments to the Constitution of the Commonwealth and is the recipient of a grant from the LWCF, and therefore is subject to conditions attached to such grant.

This Agreement creates no property interest in the Playground or Improvements for Northeastern on the Playground Lot or for the City or the public on the Camden Lot. This Agreement constitutes permission for (i) Northeastern to construct the Improvements and the Tot Lot, perform the obligations required herein, and use the Playground and Improvements on the Playground Lot as set forth herein and (ii) the City to use the Playground and Improvements on the Camden Lot as set forth herein.

Both parties assert that the purposes of this Agreement are compatible, consistent and in compliance with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and that performance of this Agreement does not constitute the disposition by the City of any title, control or interest in and to the Playground or the Improvements. This Agreement also does not constitute a transfer by Northeastern of any title, control or interest in and to the Camden Lot and does not constitute a permanent dedication of the Camden Lot for any public purpose.

From and after the expiration or earlier termination of this Agreement, (i) the City and the public shall have no rights to use the Camden Lot for any of the purposes set forth in this Agreement or otherwise, (ii) Northeastern shall have no rights to use the Playground Lot for any of the purposes set forth in this Agreement or otherwise, and (iii) Northeastern shall return the Playground Lot to the configuration it was in immediately prior to the term of this Agreement.

**14. Independent Contractor Relationship:**

The City and Northeastern intend that an independent contractor relationship will be created by this Agreement. As between the City and Northeastern, Northeastern shall be responsible for any liability to third parties resulting from the negligent acts or omissions of Northeastern, subject to the limitations set forth in Section 9 above, arising from or occurring in the course of the performance of the services under this Agreement, except to the extent caused by the negligence of the City or anyone acting by, through or for the City.

**15. City Cooperation:**

In connection with this Agreement, the Parks and Recreation Department agrees to cooperate with Northeastern in obtaining permits and approvals from any municipal, state or federal agency required to accomplish the Improvements to the Playground and subsequent use, maintenance, repairs and replacement thereof. However, Northeastern shall have the continuing obligation to submit permit applications and comply with any requirements thereof. The Parks Commission and other City agencies independently will review such permit applications as they are received to determine whether each such application meets the minimum standards required for approval.

Notwithstanding the incorporation of the Camden Lot into the Playground for the term of this Agreement, the boundary of the jurisdiction for the Parks and Recreation Commission review under City of Boston Code, Ordinance 7.4-11 shall remain unchanged.

**16. Severability:**

Northeastern and the City agree that in the event any of the provisions of this Agreement are held or determined (by a court of competent jurisdiction) to be illegal or void as being in contravention of any applicable law, the remainder of this Agreement shall remain in full force and effect, unless the part or parts so found to be void are wholly inseparable from the remaining portion of this Agreement as determined by a court.

**17. Successors and Assigns:**

The parties acknowledge that approval of Northeastern's Board of Trustees is required in order for Northeastern to execute and deliver this Agreement. This Agreement is non-transferable by either party, except to an entity owned or controlled by Northeastern, or which owns or controls Northeastern, unless the non-transferring party consents in writing. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement contains the entire understanding between the parties with respect to the construction and use of the Playground and Improvements, and may not be modified or amended except by an instrument in writing executed by both the City and Northeastern.

**18. Reimbursement:**

Northeastern is donating the Tot Lot and Improvements to the Playground to the Fund for Parks and Recreation as a grant for the purposes set forth herein, and the parties acknowledge that such grant by Northeastern of the Tot Lot and Improvements is not intended for the purpose of generating revenue for the City.

**19. Enforcement:**

In order to give each of the parties the opportunity to realize the benefits intended by this Agreement, if Northeastern begins construction of the Playground and Improvements but fails to complete same, the City, may, subject to applicable notice and cure periods, take any legal recourse available to it, including but not limited to, suing Northeastern for specific performance and/or completing the Playground and Improvements itself. Northeastern shall be liable for any and all reasonable costs incurred by the City in effectuating completion of same to the extent awarded by a court of competent jurisdiction. If, at any time after completion and acceptance of the Improvements, the City fails or refuses to provide Northeastern with use of the Playground in accordance with this Agreement, alters the Improvements so as to impair Northeastern's intended use, or takes any other action or inaction that impairs Northeastern's intended use, Northeastern may, after reasonable notice to the City, pursue any legal recourse available to it, including seeking specific performance.

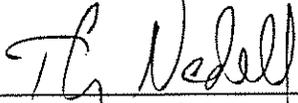
*[Signatures on the following page]*

IN WITNESS WHEREOF as of the date provided above, the CITY OF BOSTON has caused these present to be signed in its name and behalf by Chris Cook, Commissioner, City of Boston Parks and Recreation Department, hereunto duly authorized, and Northeastern University have caused these present to be signed in its name and behalf by Thomas E. Nedell, Senior Vice President for Finance and Treasurer, Northeastern University, hereunto duly authorized.

CITY OF BOSTON PARKS  
AND RECREATION DEPARTMENT

By:   
Chris Cook  
Commissioner  
City of Boston  
Parks and Recreation Department

NORTHEASTERN UNIVERSITY

By:   
Thomas E. Nedell  
Senior Vice President for Finance and  
Treasurer  
Northeastern University, as authorized by  
the Board of Trustees

Approved as to form by:

\_\_\_\_\_  
Eugene L. O'Flaherty  
Corporation Counsel City of Boston

EXHIBIT A  
Legal Description of the Camden Lot

Beginning at a point on the southwesterly sideline of Camden Street, said point on the property line between land of Northeastern University and land of the City of Boston;

thence S 41°42'58" W, a distance of 180.06 feet;

thence with a curve turning to the right with an arc length of 27.64', with a radius of 24.00', with a chord bearing of S 74°42'30" W, with a chord length of 26.14';

thence with a non-tangent line S 42°03'53" W, a distance of 1.09 feet;

thence S 31°50'34" W, a distance of 136.53 feet;

thence N 47°53'42" W, a distance of 84.38 feet;

thence S 24°51'58" W, a distance of 230.95 feet;

thence S 65°32'32" E, a distance of 1.17 feet;

thence with a non-tangent curve turning to the left with an arc length of 94.32', with a radius of 400.28', with a chord bearing of S 17°42'23" W, with a chord length of 94.10'; the previous eight courses by land of the City of Boston;

thence with a non-tangent line N 48°13'00" W, a distance of 138.88 feet;

thence N 41°45'58" E, a distance of 395.59 feet;

thence with a curve turning to the right with an arc length of 13.86', with a radius of 18.00';

thence with a reverse curve turning to the left with an arc length of 11.36', with a radius of 18.00';

thence N 49°44'12" E, a distance of 163.90 feet;

thence with a curve turning to the right with an arc length of 15.15', with a radius of 39.00';

thence N 71°59'18" E, a distance of 56.82 feet;

thence S 47°56'55" E, a distance of 40.94 feet by the southwesterly sideline of Camden Street, to the point of beginning.

Containing 53,776 square feet, more or less.

EXHIBIT B  
Site Plan of the Playground



Stantec

JANUARY 22, 2015

CARTER PLAYGROUND - RENOVATIONS  
CONCEPT A-R1



**N**

EXHIBIT C  
Proof of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 160 Federal Street  Boston MA 02110	<b>CONTACT NAME:</b> Leslie Emack <b>PHONE (A/C No. Ext.):</b> (617) 330-5700 <b>E-MAIL ADDRESS:</b> lemack@risk-strategies.com	<b>FAX (A/C No.):</b> (617) 439-3752
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: United Educators Group	
<b>INSURED</b> Northeastern University 360 Huntington Avenue, Suite 316CP  Boston MA 02115-5000	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	INSURER #:	

**COVERAGES**                      **CERTIFICATE NUMBER:** CL147279963                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			BLX201400062800	7/1/2014	7/1/2015	EACH OCCURRENCE	\$ 750,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 750,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X					MED EXP (Any one person)	\$ N/A
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ Included
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COM/OP AGG	\$ Included
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	HIRED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			GLX201400062800	7/1/2014	7/1/2015	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 1,000,000	X						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The City of Boston is included as an additional insured (as required by contract) as respects Northeastern's use of or activities on the Carter Playground.

### CERTIFICATE HOLDER

### CANCELLATION

City of Boston Parks and Recreation Department Attn: Commissioner 1010 Massachusetts Avenue 3rd Floor Boston, MA 02118	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Michael Christian/LEM <i>M C Christian</i>
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EXHIBIT D  
Environmental Testing Scope of Work

SUMMARY OF SUBSURFACE EXPLORATIONS AND SCHEDULE

Carter Playground  
Boston, Massachusetts  
NU Project # 14-CAMPUS-ATHLETICFIELD-01a

**DRAFT**

Test Boring Designation	Exploration Type	Location (see Figures)	Estimated Time at Exploration Locations (days)	Access
HA-P1	Test Boring	Field	0.5 to 1	By others (Notes 1, 2 and 3)
HA-P2	Test Boring	Field	0.5 to 1	
HA-P3	Test Boring	Field	0.5 to 1	
HA-P4	Test Boring	Field	0.5 to 1	
HA-P5	Test Boring	Field	0.5 to 1	
HA-P6	Test Boring	Field	0.5 to 1	
HA-P7	Test Boring	Basketball Court	0.5 to 1	
HA-P8	Test Boring	Tennis Court	0.5 to 1 - Drilling 3 - Fence Opening/Closing	
HA-P9	Test Boring	Hardscape	0.5 to 1	
HATP-P1	Test Pit	Field	up to 1 day - excavation and testing up to 0.5 day - asphalt patch	
HATP-P2	Test Pit	Field	up to 1 day - excavation and testing up to 0.5 day - asphalt patch	
HATP-P3/A	Test Pit	Field	up to 1 day - excavation and testing up to 0.5 day - asphalt patch	
HATP-P4	Test Pit	Field	up to 0.5 day - excavation up to 0.5 day - asphalt patch	
HATP-P5	Test Pit	Hardscape	up to 0.5 day - excavation up to 0.5 day - asphalt patch	
HATP-P6	Test Pit	Hardscape	up to 0.5 day - excavation up to 0.5 day - asphalt patch	

	Total Estimated Time at Exploration Locations (days)
Test Boring Drill Days on Carter Playground	up to 8 days
Test Pit Days on Carter Playground	up to 6 days

**Notes:**

- Restoration at test pits locations consists of asphalt patching. Asphalt might be placed at the end of the test pit program.
- Assume gates will be open to allow for drill rigs, excavator and support vehicles to enter the park. Utilities will be cleared by others (beyond dig safe).
- Some rutting and disturbance to grass and soil ground surface may occur. Rutts will be graded and raked.
- Test pits will backfilled daily (temporarily as needed)
- One drilling or test pit crew will be onsite at a time.
- Safety cones will be provided around drill rigs or test pit laydown area. Safety barrier and additional demaraction will be provided at HATP-P6.
- Work hours are understood to be 7 am to 3 pm.
- Drill Rig planned to be an ATV-mounted rig and excavator will be a rubber tire backhoe.



EXHIBIT E  
Tot Lot Design Scope

It is anticipated that the Tot Lot will include play equipment for age ranges of 2-12, associated poured-in-place rubber safety surfacing, and a splash pad. The various play equipment features will be integrated within a single area and will emphasize inclusive play for children of varying abilities. The total play equipment use zone will be approximately 3,500 sf, and the area of safety surface will be approximately 5,000 sf. The splash pad area will be approximately 600 sf.