CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (this "Agreement") is made as of this _____ day of ____________, 20___, by and between the Cambridge Redevelopment Authority, a public body politic and corporate, established pursuant to Chapter 121B of the Massachusetts General Laws (hereinafter the "CRA"), and Stantec Consulting Services, Inc, a corporation organized under the laws of The State of New York (hereinafter the "Consultant"). The CRA and the Consultant may hereinafter be collectively referred to as the "Parties."

RECITALS

1. The CRA is engaged in the redevelopment and renewal of the Kendall Square Urban Renewal Area (the “CRA’s Work”) in accordance with the provisions and requirements of Mass. Gen. L. c. 121B (“Chapter 121B”);

2. In furtherance of the CRA’s Work, the CRA seeks to retain the Consultant for the services set forth in Exhibit A (the “Consultant’s Work”), and the Consultant is qualified, ready, willing, and able to perform the Consultant’s Work in accordance with this Agreement;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I - Statement of Purpose of Agreement; Term

Section 101 – Purpose of Agreement

This Agreement is intended to set forth the agreement between the Parties pursuant to which the Consultant will provide the Consultant’s Work to the CRA and the CRA will reimburse the Consultant accordingly.

Section 102 – Term

The term of this Agreement (the “Term”) shall begin as of November 20, 2015 and shall continue through June 30, 2016. Notwithstanding the foregoing, the CRA may terminate this Agreement with or without cause by providing to the Consultant written notice of termination not later than thirty (30) days prior to the effective termination date. In such event, this Agreement shall terminate at the end of the thirty day period, and the CRA shall pay to the Consultant so much as are owed for the Consultant’s Work completed through the date of termination.
ARTICLE II - CRA OBLIGATIONS

Section 201 - Request to the Consultant

The CRA hereby requests that the Consultant perform the Consultant’s Work as further described in Exhibit A in accordance with the requirements of this Agreement.

Section 202 - Scope of Consultant’s Work

The CRA agrees that it will make no material change to the Consultant’s Work without the prior written approval of the Consultant.

Section 203 - Payment for Consultant’s Work

Upon the completion of Consultant’s Work and the receipt of an invoice for such work, the CRA shall pay such invoice in accordance with the terms of this Agreement.

ARTICLE III- CONSULTANT OBLIGATIONS

Section 301 - Provisions for the Consultant

The Consultant shall provide the necessary personnel, equipment and materials to the CRA in an amount, at a time, and in a manner sufficient to pursue and complete the Consultant’s Work in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances. The Consultant represents that it is qualified to perform the Consultant’s Work.

Section 302 - Office; Availability of Consultant Personnel

The Consultant shall maintain an office located within the confines of the Commonwealth of Massachusetts. Such office shall be staffed with professional personnel adequate in number, training and experience to perform the work required under this Agreement. Prior to the beginning of the Consultant’s Work, the Consultant shall submit for CRA approval the names, resumes, titles and rates of all personnel to be assigned to the Consultant’s Work which shall be consistent with Consultant’s proposal in all respects. Any subsequent increase in rates shall require the written approval of the CRA.

Section 303 - Schedule for Completion of the Consultant’s Work

The Consultant shall begin performance of the Consultant’s Work promptly and shall complete the Consultant’s Work without delay. All work shall be performed by the Consultant in accordance with the schedule as shown in Exhibit A. Except for CRA’s obligation to pay for work rendered by Consultant, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated site or subsurface conditions, explosion, war, terrorism, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation.
**Section 304 – Insurance and Indemnification**

The Consultant shall carry Professional Services Liability Insurance for errors and omissions, in an amount of at least $1,000,000, which shall remain in force for three years after Consultant’s completion of its work under this Agreement. Consultant shall indemnify and save harmless the CRA, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description to the extent caused by the errors and omissions in the work performed by the Consultant, its employees, subcontractors and agents after the starting date of and under the terms of this Agreement. Consultant shall provide Valuable Paper insurance coverage, which shall include coverage in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until all data is turned over to the CRA. A certificate showing that it is carrying the required insurance shall be submitted to the CRA for filing. The CRA shall not be obligated to make any payment to the Consultant for services performed under the provisions of this Agreement before receipt of such evidence of insurance coverage.

No cancellation of such insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CRA at least twenty (20) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by certified mail, postage prepaid, with a return receipt of addressee requested, shall be sufficient notice. An affidavit from any officer, agent or employee, duly authorized by the insured, shall be prima-facie evidence that the notice was sent.

The Consultant expressly agrees that its subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the CRA beyond such as may legally exist irrespective of this Article or Agreement.

**ARTICLE IV – REIMBURSEMENT AND TOTAL MAXIMUM OBLIGATION**

**Section 401 - Payment for Consultant’s Work**

Not later than thirty (30) days following its receipt of each portion of the Consultant’s Work and an invoice consistent with such work, the CRA shall pay to the Consultant the approved cost of such invoice.

**Section 402 – Total Maximum Obligation**

The maximum obligation to be incurred by CRA pursuant to this Agreement shall not exceed $24,050.00, without further amendment and agreement of the Parties.
ARTICLE V - REPRESENTATIONS

Section 501 – Qualifications

The Consultant represents that it is qualified and shall at all times remain qualified and shall only retain third parties that are qualified to perform and complete the obligations in this Agreement; and that performance shall be timely and meet industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient profession liability; and other appropriate insurance to cover the performance.

Section 503 – Standard of Care

The Consultant represents that performance under this Agreement, in addition to meeting its terms, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Section 504 – No Collusion

The Consultant certifies that this Agreement has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a response or termination of this Agreement.

Section 505 – Public Records Law

The Parties acknowledge that deliverables and other documents produced under this Agreement may be subject to the Federal Freedom of Information Act or the Massachusetts Public Records Law, or both, and each agree to comply with such law(s) in every respect.

Section 506 – Release and Ownership of Materials

No copies of data or plans, including material in the formative stage are to be released by the Consultant to any other person or agency, except after prior approval of the CRA. All press releases including plans and information to be published in newspapers, magazines, and other news media are to be through CRA sources only. All materials prepared by the Consultant for the purpose of performing the Consultant’s Work shall be owned by the CRA. During the performance of the Contract, such material shall be maintained by the Consultant; the CRA will have full access to such materials with copies available to the CRA upon request. Any reuse or modification of Consultant’s Work without written verification or adaption by Consultant for the specific purpose intended shall be at CRA’s and/or any third party’s sole risk and without liability or legal exposure to Consultant.
ARTICLE VI - MISCELLANEOUS MATTERS

Section 601 – Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the CRA, or a duly authorized contracting officer of the Consultant, and shall be deemed delivered if mailed, postage prepaid, by certified mail, return receipt requested, or delivered by hand to the principal office of the intended Party.

Section 602 – Authorized Representatives

The Parties agree to cooperate with each other reasonably, actively and in good faith and in any other way not specifically set forth in this Agreement. For the purpose of this Agreement, The CRA hereby appoints Jason Zogg (617-492-6800x12, jzogg@cambridgeredevelopment.org) as its Authorized Representative, the Consultant hereby appoints Rick Azzalina (781-221-1221, RAZzalina@fstinc.com) as its Authorized Representative. Each Authorized Representative shall be authorized to negotiate and approve actions taken under this Agreement on behalf of their respective organizations, and shall be authorized to initiate, execute and deliver any correspondence relating to this Agreement which is not specifically required by its terms.

Section 603 - Counterparts

This Agreement may be executed in multiple counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. The Agreement, including the Exhibit made a part of this Agreement, constitutes the entire agreement of the Parties with respect to the matters referenced herein, and supersedes all prior dealings and agreements, written or oral, between the Parties with respect to such matters.

Section 604 – Effective Date

This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all Parties, and shall terminate on the last date of each Parties’ compliance with each of the obligations set forth herein.

Section 605 – Respective Authorizations

The Parties each represent to each other that the persons executing this Agreement on their behalf have been duly authorized to do so. This Agreement may be amended from time to time only in writing executed by the Parties.
ARTICLE VII-LIMITATIONS

Section 701-Waiver of Consequential Damages

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.

Section 702-Limitation of Remedies

To the fullest extent permitted by law, the total aggregate liability of Consultant, its officers, directors, and employees to CRA, and anyone claiming by, through, or under CRA, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant’s Work and services, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an aggregate amount of $50,000 or Consultant’s fee, whichever is greater.

The Consultant and the CRA have respectively caused this Agreement to be duly executed as a sealed instrument as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

By:_________________________________, By:__________________________________
   Executive Director                                           Its:_________________________
EXHIBIT A

Proposed Scope of Work:

Stantec proposes to provide ongoing professional services relative to the contaminated soil encountered. The detected contamination required reporting to the Massachusetts Department of Environmental Protection (DEP) as a contaminated site under MGL Ch. 21E.

Services during construction providing construction observation as needed for contaminated soils. This covers potential contamination in both excess soil leaving the site and additional loam brought onto the site, including:

- Observation of excavated soil
- Field screening of excavated soil
- Proper sorting and stockpiling of soil
- Determining soil quality and final disposal options
- Coordinating with Contractor
- Coordinating with MIT’s environmental consultant
- Preparing shipping documents
- Evaluating loam and fill used onsite for potential contamination
- Inspection of final project

As reporting to DEP was required by regulations, the regulations also include other procedures to follow to evaluate effectiveness of remedial efforts undertaken under the provisions for a Remedial Action Measure (RAM), and final close out of the site. Stantec proposes to provide the services discussed below using a Stantec LSP to sign and stamp regulatory documents.

A RAM requires not only the preparation of a RAM Plan for submittal to DEP, it also requires sampling soil remaining onsite to demonstrate that the RAM achieved its goals, documentation of activities conducted under the RAM and RAM close out documents for submittal to DEP.

DEP regulations require preparation and submittal of closure reports. The contamination involves property owned by MIT. Stantec will prepare the closure documents and coordinate their preparation with MIT’s environmental consultant.

Project costs:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stantec Labor</td>
<td>$18,650</td>
</tr>
<tr>
<td>Stantec direct expenses</td>
<td>$5,400</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$24,050</strong></td>
</tr>
</tbody>
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Schedule:

- Finalize DEP and MIT Reporting Requirements and Paperwork: Nov-Dec 2015
- Final Closeout Meeting and Documentation as Required by MIT: June 2016