

AMENDMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

WITH

HAYNER/SWANSON, INC.
3 Congress Street
Nashua, NH 03062

PROVISIONS OF AGREEMENT

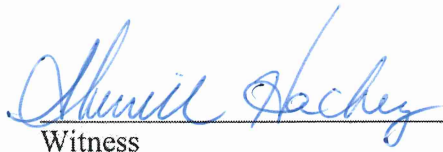
WHEREAS: Hayner/Swanson, Inc. entered into an agreement for engineering services with the Malden Redevelopment Authority of Malden, Massachusetts herein referred to as the "AUTHORITY" dated July 22, 2015;

WHEREAS: Hayner/Swanson, Inc. and the AUTHORITY are desirous of amending the Agreement;

NOW, THEREFORE, it is hereby agreed as follows:

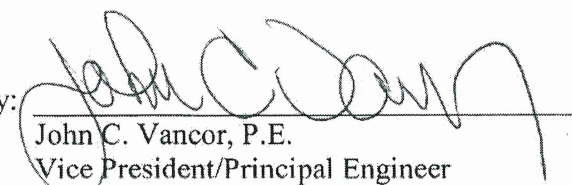
1. This Agreement is hereby amended to revise its termination date to June 30, 2022, unless otherwise further extended by agreement in writing by the parties.
2. This Agreement is further amended by changing entity name from Malden Redevelopment Authority "AUTHORITY" to the Office of Strategic Planning and Community Development "OSPCD".
3. All other terms and conditions of the Agreement dated July 22, 2015 are hereby ratified and confirmed.

WITNESS the execution hereof by the parties under seal with the date first above written.


Witness

By: 
Deborah A. Burke, Director
Strategic Planning and Community Development


Witness

By: 
John C. Vancor, P.E.
Vice President/Principal Engineer

AMENDMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

MALDEN REDEVELOPMENT AUTHORITY

AND

HAYNER/SWANSON, INC.

3 Congress Street
Nashua, NH 03062

PROVISIONS OF AGREEMENT

WHEREAS: Hayner/Swanson, Inc. entered into an agreement for engineering services with the Malden Redevelopment Authority of Malden, Massachusetts herein referred to as the "AUTHORITY" dated July 22, 2015;

WHEREAS: Hayner/Swanson, Inc. and the AUTHORITY are desirous of amending the Agreement;

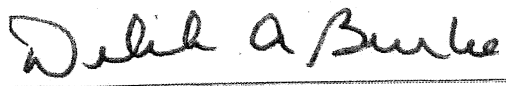
NOW, THEREFORE, it is hereby agreed as follows:

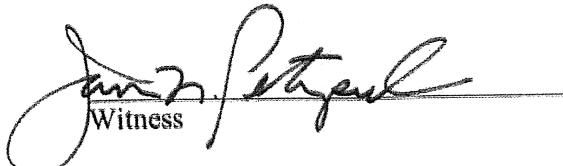
1. This Agreement is hereby amended to revise its termination date to July 21, 2021, unless otherwise further extended by agreement in writing by the parties.
2. All other terms and conditions of the Agreement dated July 22, 2015 are hereby ratified and confirmed.

WITNESS the execution hereof by the parties under seal with the date first above written.

MALDEN REDEVELOPMENT AUTHORITY


Witness

By: 
Deborah A. Burke, Executive Director


Witness

By: 
John C. Vancor, P.E.
Vice President/Principal Engineer

AMENDMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

MALDEN REDEVELOPMENT AUTHORITY

AND

HAYNER/SWANSON, INC.

3 Congress Street

Nashua, NH 03062

PROVISIONS OF AGREEMENT

WHEREAS Hayner/Swanson, Inc. entered into an agreement with the Malden Redevelopment Authority of Malden, Massachusetts herein referred to as the "AUTHORITY" Dated July 22, 2015 and

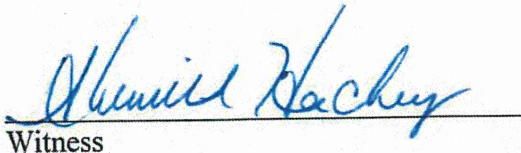
WHEREAS Hayner/Swanson, Inc. and the AUTHORITY are desirous of amending the Agreement;

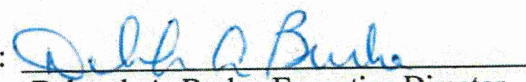
NOW, THEREFORE, it is hereby agreed as follows:

1. This Agreement is hereby amended to increase its Compensation and Method of Payment Section 1. Amount of Agreement to not exceed one million dollars (\$1,000,000) and will be on as needed basis with no guarantee minimum or maximum fee.
2. All other terms and conditions of the Agreement dated July 22, 2015 are hereby ratified and confirmed.

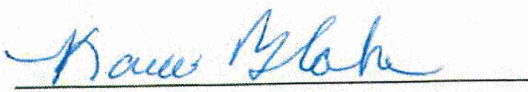
WITNESS the execution hereof by the parties under seal with the date first above written.

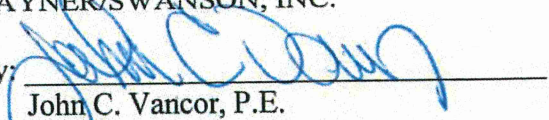
MALDEN REDEVELOPMENT AUTHORITY


Witness

By: 
Deborah A. Burke, Executive Director

HAYNER/SWANSON, INC.


Witness

By: 
John C. Vancor, P.E.
Vice President/Principal Engineer

AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

MALDEN REDEVELOPMENT AUTHORITY

and

HAYNER/SWANSON, INC.
3 Congress Street
Nashua, NH 03062

PROVISIONS OF AGREEMENT

THIS AGREEMENT entered into this 22nd day of July, 2015 by and between the Malden Redevelopment Authority of the City of Malden, Massachusetts, herein referred to as the "AUTHORITY" and Hayner/Swanson, Inc., 3 Congress Street, Nashua, NH 03062; hereinafter referred to as the "ENGINEER".

WITNESSETH THAT

WHEREAS: On August 22, 1974, the 93rd Congress of the United States enacted the Housing and Community Development Act of 1974; and

WHEREAS: Public Law 93-383 provides for a program of Community Development Block Grants relating to housing, urban development and other purposes; and

WHEREAS: The City of Malden has entered into a contract with the United States Department of Housing & Urban Development ("HUD") for the implementation of a Community Development Program under Title I of the Housing and Community Development Act of 1974 (CFDA No. 14.218) as amended; and

WHEREAS: Pursuant to such Agreement, the AUTHORITY acting on behalf of the City of Malden, is undertaking certain activities necessary for the planning or execution of improvements described below; and

WHEREAS: The AUTHORITY desires to engage the ENGINEER to render advice and assistance in connection with the undertakings of the AUTHORITY;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. PROJECT IMPROVEMENTS

In connection with this AGREEMENT, the services to be performed by the ENGINEER shall include, but are not limited to, the following:

1.1 Community Development Projects: Planning and construction required to carry to completion several Community Development projects and activities in various locations and target areas in the City of Malden.

1.2 Capital Improvements Program Projects: Planning, installations, construction and miscellaneous work required to develop and carry to completion the mandates and objectives of the City of Malden Capital Improvements program and any amendments thereto in various locations within the City of Malden. Said Capital Improvements Program and any amendments thereto will be on file at the offices of the AUTHORITY

1.3 Special Projects: Installations, construction and miscellaneous work required, as the need may arise, to develop and carry to completion certain projects and certain work, the latter in which may pertain to other on-going projects, in various locations and target areas in the City of Malden, including, but not be limited to, the reconstruction of streets, sidewalk and other infrastructure elements in the City of Malden.

B. SCOPE OF CONSULTANT'S WORK

The ENGINEER shall perform all the necessary services required by the terms of this AGREEMENT and shall do, perform, and carry out these services in a satisfactory and proper manner as directed by the AUTHORITY. The services to be provided shall include engineering analysis and such other professional services necessary to provide the AUTHORITY with sufficient technical information on specific projects.

In connection with this AGREEMENT, the services to be performed by the ENGINEER shall include, but are not limited to, the following:

1. 1a. Confer with the AUTHORITY to identify problem areas and to assist in implementing improvements, as directed by the AUTHORITY.

b. Attend or schedule meetings, undertake studies, prepare special reports and/or presentations, or provide any other services as assigned by the AUTHORITY.

c. In addition to the work hereinbefore described, it is possible that there may be need for other or special services. Such services shall be performed by the ENGINEER when directed in writing by the AUTHORITY.

2. Services

2.1 General: The AUTHORITY, acting on the behalf of the City of Malden, undertakes certain activities associated with the City's community development projects, capital

improvement projects, and special or other projects. These projects include improvements to the public infrastructure such as the repair, replacement, construction, reconstruction, extension, modification or other improvement to sidewalks and streets, including landscape and streetscape elements; municipal water, sewer and drainage systems; parks and recreation facilities; municipal and MRA-owned parking facilities; and other elements of the city's infrastructure and public facilities.

The ENGINEER shall provide consulting services as may be requested by the AUTHORITY to provide the AUTHORITY the required assistance with various activities, matters, and projects ranging from small localized improvements to large infrastructure projects identified by the AUTHORITY. These consulting services may include, but may not necessarily be limited to, reviews, investigations, surveys, studies, reports, planning, technical assistance in the preparation of grant and loan applications, design, permitting, coordinating with other public agencies and private utility companies, preparation of Contract Documents, assistance during bidding and contract award, construction administration or other related services.

The ENGINEER may also be requested to assist the AUTHORITY and the city of Malden in the review of preliminary and definitive subdivisions and special permit applications including related site plans, hydrologic studies, stormwater management plans, traffic studies and other technical aspects of private developments proposed in the city that may be before local boards and Commissions for approval.

Engineering services shall be provided only as requested, authorized and directed by the AUTHORITY.

2.2 Staging, Scheduling, Coordination, and Progress: The ENGINEER shall consult with and advise the Authority regarding the several engineering aspects of the Improvements and shall keep advised and up-to-date with the AUTHORITY'S scheduling for execution of the Improvements. The Engineer shall work in particularly close liaison with affected or jurisdictional City agencies and will coordinate the planning, staging and construction schedules of work to be performed by the City, other public agencies and the private utility companies.

The ENGINEER shall work in close liaison with representatives of other consultants as the AUTHORITY may direct, from time to time. Memorandums of all meetings and conferences with other consultants shall be forwarded to the AUTHORITY.

The ENGINEER shall consult as necessary with any and all agencies having jurisdiction in connection with streets, highways and public and private utilities in the Improvement areas. Initial contact with any public or private agency shall be made through the AUTHORITY. Memorandums of any related meetings or other communications shall be forwarded to the AUTHORITY.

2.3 Preliminary Studies, Reports and Drawings: The ENGINEER shall carefully study all aspects of the Improvements. The ENGINEER shall report to the AUTHORITY and shall

make recommendations based upon the safety and efficiency of traffic movements to motorists and pedestrians, land takings, and general impacts on the environment. Estimates of the various schemes will be prepared only as requested by the AUTHORITY.

The ENGINEER, as directed by the AUTHORITY, shall furnish for review and approval preliminary drawings and specifications to all State, City and Federal agencies having jurisdiction over the Improvements and having the right to require such submission for approval. The ENGINEER shall make all changes in the drawings and specifications, authorized by the AUTHORITY, as a result of such submittals.

If required, and as directed by the AUTHORITY, the ENGINEER shall prepare an environmental overview summary in accordance with Article 2.13 hereinafter.

2.4 Contract Drawings, Specifications and Bidding Documents: Upon approval of a scheme by the AUTHORITY, the ENGINEER shall prepare and deliver to the AUTHORITY for review and approval preliminary drawings, outline specifications and approximate cost estimates for the Improvements.

Upon review and approval, by the AUTHORITY, of the preliminary drawings, outline specifications and approximate cost estimates, the Engineer shall prepare final contact drawings, specifications and all other related bidding documents.

Other related bidding documents shall include the "boilerplate" or front end of the Contract Documents for procurement of public construction pursuant to MGL Chapter 30, Section 39M or MGL Chapter 149 as applicable. The "boilerplate" sections of the Contract Documents including but not limited to the Invitation to Bid; the Instructions to Bidders; the Bid Proposal; the Agreement; the General Conditions including the applicable local, state and federal labor standards and provisions; and the Special Conditions shall be based on the AUTHORITY's standard "boilerplate" or "boilerplate" sections from other AUTHORITY projects to be provided by the AUTHORITY for the ENGINEER's use.

The Engineer shall tailor the "boilerplate" to include project-specific information and shall provide the "boilerplate" for the AUTHORITY's review prior to inclusion in the Contract Documents.

Drawings, specifications, estimates and bidding documents will be in accordance with the City's standards. Final contract drawings shall be ink-on-mylar and shall be stamped and signed by a Professional Engineer registered in the applicable discipline in the Commonwealth of Massachusetts. In addition, if requested by the AUTHORITY, final drawings shall be provided in a digital format (e.g. PDF, DWG and/or other format acceptable to the AUTHORITY). Size of drawings shall be as approved by the AUTHORITY.

2.5 Assistance in Taking Bids and Contract Award: At the request of the AUTHORITY the ENGINEER shall assist the AUTHORITY throughout bidding and contract award. The ENGINEER shall assist in the publication of the Invitation to Bid in the Central Register

and a newspaper of local circulation; conduct and/or attend pre-bid conferences as requested; respond to prospective bidders' inquiries during bidding; prepare required addenda; assist with or conduct the bid opening on behalf of the AUTHORITY; tabulate and review bids received including performing references checks of the apparent low bidder(s); make recommendation for award of contract; and assist with the preparation and execution of the construction contract between the AUTHORITY and the successful bidder.

2.6 General Observations during Construction: The ENGINEER shall make periodic inspections to observe the work in progress for general conformance with the Contract Documents without, in any way, guaranteeing the contractor's work. The ENGINEER shall report in writing to the AUTHORITY all defects and deficiencies observed in the work of the contractor. The ENGINEER shall make such inspections during all critical stages of construction, shall advise on problems that may arise, and shall assist in a final inspection.

2.7 General Services During Construction: The ENGINEER shall perform customary construction administration services including: assistance in scheduling and conducting pre-construction meetings; assistance during construction start up; review of shop drawings and submittals; make interpretations of the Contract Documents; review and preparation of responses to Requests for Information; preparation of sketches depicting revisions and changes that may be implemented during construction; review, recommendation and preparation of extra work and change orders; review and certification of contractor's periodic and final pay requisitions (invoices); conduct final inspections and prepare punch lists of incomplete or deficient contract work; inspect punch list work completed by the contractor and make recommendation for acceptance; review status reports, budget updates and cost projections as may be requested by the AUTHORITY; and other miscellaneous technical consultation and advice during construction;

Extra work orders and change orders as requested or authorized by the AUTHORITY shall be prepared by the ENGINEER in accordance with Article 2.14 hereinafter.

2.8 Land Plans: Land plans for public purposes, such as street taking plans, street widening plans, corner widening plans, easement plans, street discontinuance plans, land court subdivision plans and delivery parcel plans together with related metes and bounds descriptions shall be prepared in accordance with the requirements of the AUTHORITY, the City of Malden and the Registry of Deeds. Plans shall be ink on mylar. In addition, if requested or required by the AUTHORITY, the city of Malden or the Registry of Deeds, plans shall also be provided in a digital format (e.g. PDF, DWG and/or other acceptable format).

Land surveys and plans to be filed in the Commonwealth of Massachusetts Land Court shall be performed and prepared in accordance with the 2006 Manual of Instructions for the Survey of Lands and Preparation of Plans and any amendments thereto published by the Commonwealth of Massachusetts Land Court Survey Division.

All land plans shall be prepared at a size and at a scale acceptable to the AUTHORITY, the City of Malden Engineering Department and the Registry of Deeds. The land plans and land court subdivision plans shall be signed and stamped by a land surveyor registered in the Commonwealth of Massachusetts.

2.9 Field Survey:

a.) Design (Record Conditions) Survey - As requested or authorized in writing by the Authority, the ENGINEER shall perform or arrange for the performance of land survey and related research and office work. The field survey will consist of locating all subsurface, surface and above surface features within the Improvements limits. Field survey shall also include the determination of elevations for ground surface and subsurface structures and other elevations at buildings and elsewhere on public or private property, which would influence the Improvements. If requested by the AUTHORITY the record conditions survey may include property surveys to establish the boundaries of properties and the layout of streets within the Improvement limits. A record conditions plan documenting the existing conditions in the area of the Improvements shall be prepared and shall depict all information compiled through research of record information and field survey. Record conditions plans shall be ink on mylar. In addition, if requested or required by the AUTHORITY or the city of Malden plans shall also be provided in a digital format (e.g. PDF, DWG and/or other acceptable format).

b.) Survey for Land Plans - As requested or authorized in writing by the AUTHORITY, the ENGINEER shall perform or arrange for the performance of land survey and related research and office work as may be necessary for the preparation of Land Plans, hereinbefore described under Article 2.8.

If the ENGINEER engages the services of an independent contractor or sub-contractor for field survey and related office and research work, the Engineer shall provide the necessary direction and supervision. Prior to engaging the services of an independent contractor or sub-contractor, the ENGINEER shall secure the AUTHORITY'S approval.

2.10 Subsurface Investigations: If the need should so indicate, and as requested or authorized by the Authority, the ENGINEER shall arrange for subsurface investigations by borings, probes, test pits or laboratory analysis to indicate underground formations and soil and groundwater conditions which may be encountered by excavation and to determine the suitability of subsurface materials for foundations and appropriate requirements for earthwork operations and disposal of surplus material from the excavation.

The ENGINEER shall layout in the field the locations for subsurface investigations and shall engage the services of an experienced contractor to perform the work. Prior to engaging such services, the ENGINEER shall secure the AUTHORITY'S approval for same. The ENGINEER shall supervise and inspect the work and obtain all records of the results of the work. The ENGINEER shall interpret or arrange for the interpretation of the results of the investigations.

2.11 Record Drawings (As-Built): Upon completion of the construction contract work, and as directed in writing, by the AUTHORITY, the ENGINEER shall revise original contract drawings to reflect the as-built condition of the Improvements. Upon completion of the record drawings, they shall be submitted to the AUTHORITY for their permanent record. Record drawings shall be ink on mylar. In addition, if requested or required by the AUTHORITY record drawings shall also be provided in a digital format (e.g. PDF, DWG and/or other acceptable format).

2.12 Environmental Overview Summary and Related Assessments and Reports: -
Environmental Overview Summary - At the direction of the AUTHORITY, the ENGINEER shall perform all services necessary to meet the requirements of the National Environmental Policy Act of 1969, including all revisions and amendments thereto and the Massachusetts Environmental Policy Act of 1972 (including environmental studies required under Chapter 21E), including all revisions and amendments thereto as they relate to the Improvements.

If so directed, the ENGINEER shall conduct an environmental analysis sufficient in scope to identify the impacts the Improvements and their alternatives will have on both natural and man-made environments. These impacts will be summarized in an Environmental Overview Summary in accordance with the U.S. Department of Housing and Urban Development (HUD) requirements. These documents will be used by applicable State and Federal Agencies to determine whether or not the Improvements will have significant impact on the environment and whether or not the preparation of more complete environmental documents will be required.

Based upon determination of the applicable State and Federal agencies that the Improvements will not significantly impact the environment, the ENGINEER shall prepare only the additional documentation required to complete the Environmental Overview Summary.

2.13 Environmental Assessment Report or Statement: If it is determined by the applicable state of federal agencies that the Improvements will significantly impact the environment, the ENGINEER shall, with the approval of the AUTHORITY, prepare a complete and detailed environmental impact assessment, report or statement and shall assist the AUTHORITY in arranging for a public hearing.

2.14 Revisions: The ENGINEER shall make changes in or revisions to final contract drawings and documents prepared under this Agreement only as directed in writing by the AUTHORITY, whether or not the drawings had been previously approved by the AUTHORITY. No changes or revisions shall be made by the ENGINEER to any drawings or contract documents after approval by the AUTHORITY without written instructions from the AUTHORITY.

The ENGINEER shall prepare extra work orders and change orders as directed or authorized by the AUTHORITY. The ENGINEER shall be compensated for any changes and revisions made to the final drawings and documents when said changes and revisions

have been made at the direction of the AUTHORITY. Reimbursement to the ENGINEER for authorized changes and revisions made to the final drawings and specifications shall be in accordance with the applicable provisions of Article G: Compensation.

The ENGINEER shall not be entitled to compensation for work performed negligently. Performance shall be deemed to be negligent if the ENGINEER or his staff fails to meet the professional standard of care, resulting in obvious or patent errors in the work.

2.15 Resident Engineering and Inspection: When directed in writing by the AUTHORITY, the ENGINEER shall furnish a full time resident engineer and one or more inspectors, as approved by the AUTHORITY, to perform any required tests or certifications, to see that the work is being done in accordance with the intent of the contract documents, to make measurements of and keep a record of as-built locations of all structures, to keep daily records for quantity computations, prepare daily reports, and to promptly give notice of any deviations from the contract documents. Qualifications of the ENGINEER'S staff providing services under Article 2.15 shall be subject to review by the AUTHORITY. No persons shall be assigned as Resident Engineer or Inspector without prior approval. The ENGINEER shall furnish survey personnel as required to assist the resident engineer in staking out of lines and grades as may be required and authorized by the AUTHORITY.

2.16 Other Services: In addition to the services hereinbefore described, it is possible that there may be need for other or special services. Such services shall be performed by the ENGINEER when directed in writing by the AUTHORITY and mutually agreed upon.

2.17 Use of Subconsultants and Subcontractors: The ENGINEER may, subject to the approval of the AUTHORITY, utilize the services of specialized and qualified subconsultants and subcontractors as may be required to perform specific services to supplement the ENGINEER's in-house capabilities. Compensation for approved subconsultants' and subcontractors' services will be paid to the ENGINEER by the AUTHORITY as provided in Article G. Compensation and Method of Payment.

C. THE AUTHORITY AGREES

1. To furnish or to make available to the ENGINEER copies of pertinent material which it has in its possession on each of the projects to be assigned to the ENGINEER.
2. To supply the full cooperation of AUTHORITY personnel. Require similar cooperation from other pertinent contractors or consultants engaged in a contractual relationship with the AUTHORITY.

D. THE AUTHORITY AND THE ENGINEER FURTHER AGREE

1. That notes, records, work sheets, drawings, correspondence and all other products resulting from the services of the ENGINEER under this AGREEMENT shall be the permanent property of the AUTHORITY and the final payment by the AUTHORITY

to the ENGINEER shall be withheld until all of the property of the AUTHORITY is transferred by the ENGINEER to the AUTHORITY.

2. As the work progresses, the work handled by the AUTHORITY forces may increase or decrease. The AUTHORITY reserves the right to add or withdraw individual project assignments or portions thereof under this AGREEMENT in keeping with its workload without regard to the status of completion of individual projects.

E. FORM AND NUMBER OF DOCUMENTS

Copies of all reports, drawings and specifications, as submitted to the AUTHORITY, shall be in such form and number as the AUTHORITY may direct.

F. TIME AND ORDER OF SERVICES

The time of performance shall commence on July 22, 2015 and shall continue for a period of five (5) years until July 21, 2020, unless extended upon agreement in writing by both parties.

G. COMPENSATION AND METHOD OF PAYMENT

1. Amount of Agreement

The total fee for proposal services under this Agreement shall not exceed five hundred thousand (\$500,000) dollars and will be on an as needed basis with no guarantee minimum fee.

Reimbursement for out-of-pocket expenses and direct expenses authorized by the AUTHORITY such as subconsultants or supplies shall be at actual cost.

2. METHOD OF PAYMENT

Any payments to the CONSULTANT (including reimbursement) shall be supported by bills or invoices, which shall describe the hourly rate of pay, number of hours, date of services and how the services were completed. These bills or invoices shall be signed and certified by the CONSULTANT that the work performed has been undertaken and completed in accordance with the Scope of Services and terms of this AGREEMENT. The request for payment by the CONSULTANT shall be submitted to the AUTHORITY not more than thirty (30) days after the month in which the services occurred. Final invoices must be submitted no later than 30 (thirty) days after the AGREEMENT completion date.

Compensation shall be full reimbursement for services rendered exclusive of travel. The CONSULTANT shall submit a monthly billing for services certifying compliance with the terms of this AGREEMENT.

3. PROCUREMENT

OMB Standards: Procurement of materials, property, or services shall be in accordance with the requirements of 24 CFR 84.40-48.

Compensation shall be full reimbursement for services rendered exclusive of travel. The ENGINEER shall submit a monthly billing for services certifying compliance with the terms of this AGREEMENT.

H. NOTICE

Any action, notice or request required to be taken, given or made by the AUTHORITY hereunder may be taken, given or made by the Executive Director of the AUTHORITY or such other person or persons as the AUTHORITY may authorize for the purpose.

All notices, requests, or other papers required to be given or delivered to the AUTHORITY hereunder shall be deemed to be sufficiently given if delivered or if mailed, postage prepaid, to the Executive Director, Malden Redevelopment Authority, Government Center, 200 Pleasant Street, Malden, MA 02148, or to such other representative or address as the AUTHORITY may designate to the ENGINEER.

All notices, directions, and authorizations required to be given or delivered to the ENGINEER hereunder shall be deemed to be sufficiently given if delivered or if mailed, postage prepaid, to: Hayner/Swanson, Inc., 3 Congress Street, Nashua, NH 03062, Attn: John C. Vancor.

I. OTHER TERMS AND CONDITIONS

This AGREEMENT is subject to and incorporates the provisions attached hereto, and identified as follows:

The ENGINEER will comply with all applicable laws, ordinances and codes of the State, local and federal governments, including Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, Section 3 of the Housing and Urban Development Act of 1968, Executive Order 11246 and as amended, Executive Order 11063, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended National Environmental Policy Act of 1969, 42USC Section 12709 - Energy Efficiency Standards, Energy Policy and Conservation Act (PL 94-163), OMB Circular A-102 "Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments", OMB Circular A-87 "Cost Principles for State and Local Governments", Executive Order 11593, Archaeological and Historical Preservation Act of 1974, Davis-Bacon Act as amended, Contract Work Hours and Safety Standards Act, Architectural Barriers Act of 1968, Hatch Act, Flood Disaster Protection Act of 1973, Clean Air Act, Copeland "Anti-Kickback" Act, Federal Water Pollution Control Act, the Freedom of

Information Act, the Administrative Procedures Act, Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352(b)(5) and 49 C.F.R. Part 19, Appendix A, Section 7 as amended, Disaster Relief Act of 1974, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Title 24 CFR, as amended by, Part 135: Employment Opportunities for Business and Lower Income Persons, the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D), Massachusetts General Laws Chapter 151B, and all implementing regulations for the above mentioned laws, executive orders and circulars. The ENGINEER shall require any subcontractor to comply with the above cited Local, State, and Federal Laws, and shall incorporate these laws in any written agreement between the ENGINEER and a subcontractor

J. MISCELLANEOUS PROVISIONS

In addition to the services hereinbefore set forth to be performed and rendered by the ENGINEER for the fees stated, the ENGINEER further agrees that he will comply with all rules and regulations of the Federal and State grants as applicable, and will render and perform all services required by the AUTHORITY, said services to be performed in a good and professional-like manner.

If, at any time, either during the construction of thereafter, the services of the ENGINEER are required in connection with condemnation proceedings or any other court actions arising out of the construction of the work, the ENGINEER agrees to cooperate by consultation, assistance in preparing cases for court, or by appearing at court as a witness, if called upon to do so by the AUTHORITY, it being understood that the ENGINEER shall be equitably paid for such extra services and expenses.

This Agreement is based on the understanding that the AUTHORITY, the ENGINEER and the City will cooperate to the best of their several abilities to expediate the successful and workmanlike completion of the work. The ENGINEER will endeavor to guard the AUTHORITY and City against defects and deficiencies in the work of contractors, but does not guarantee the performance of their contracts.

The ENGINEER agrees that he will procure and maintain during the period of the AGREEMENT with the AUTHORITY, general liability insurance policies, including automobile and property damage insurance, against any and all claims of liabilities arising out of the contemplated services and work of the ENGINEER, his agents, employees and servants. Limits for the following will be:

Commercial General Liability Coverage and Limits

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Legal Liability	\$ 300,000
Medical Expenses	\$ 10,000

Commercial Automobile Liability Coverage and Limits

Bodily Injury/Property Damage Combined Single Limit \$1,000,000

Commercial Umbrella Coverage and Limits

Minimum Limits	
Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Self-Insured Retention	\$ 10,000

The ENGINEER agrees to provide "Workman's Compensation" insurance for payment of compensation and the furnishing of other benefits in accordance with the provisions of Chapter 152 of the General Laws, Tercentenary Edition, to persons employed directly by the ENGINEER under the AGREEMENT and shall continue such insurance in full force and effect during the term of the AGREEMENT and amendments thereto. Coverage is required for owners of businesses operating as Partnerships or Sole proprietorships. Employer liability limits for the following will be:

Each Accident	\$ 500,000
Aggregate for disease	\$ 500,000
Disease for employee	\$ 500,000

The ENGINEER agrees to carry insurance in an amount of \$500,000 to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by the AGREEMENT in the event of loss or destruction until all data is turned over to the AUTHORITY. The ENGINEER agrees to carry Professional Services Liability Insurance for errors and omissions, in the amount of \$500,000. This insurance shall remain in force from the date when the CONSULTANT affixes his Registered Professional ENGINEER stamp to the contract documents to the date when all construction work designed under the AGREEMENT is completed, unless the AGREEMENT is terminated as provided, or until it is determined by the AUTHORITY that construction has advanced to the stage where errors in design cannot further affect said construction. This policy shall indemnify and save harmless the AUTHORITY, its officers, and agents and employees from claims, suits, actions, damages and costs of every name description resulting from errors and omissions in work performed by him under the terms of the AGREEMENT.

Failure to provide and continue in force any insurance as described hereinbefore shall be deemed a material breach of the Agreement and could result in an immediate termination thereof.

No cancellation of the aforescribed 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 officer or agent who awarded the Agreement at least thirty (30) 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 registered mail, postage prepaid, with a return receipt of the addressee requested, shall be sufficient notice. An affidavit of any officer, agent, or employee of the insurers of the insured, as the case may be, duly authorized for the purpose, that he has so sent notice addressed as aforesaid shall be prima facie evidence thereof as aforesaid. This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of such ENGINEER. The aforesaid insurance shall be taken out and maintained by the ENGINEER.

The ENGINEER will on request furnish to the Authority certificates to evidence such insurance coverages. The ENGINEER will not assign, sublet, or transfer his interests and obligations under this contract without the consent of the AUTHORITY.

The ENGINEER may not assign, sell, or otherwise transfer this AGREEMENT to any other person or entity, whether by operation of law, as a result of a merger, consolidation, or other transaction or series of transactions, without the express prior written consent of the AUTHORITY, which consent may be withheld at the AUTHORITY's sole discretion.

K. LIABILITY AND FINAL RELEASE

1. The ENGINEER shall indemnify, ~~defend~~ and hold the AUTHORITY, its officers, agents, servants, employees and attorneys harmless from all suits and claims against the AUTHORITY for any errors, omission or neglect of the ENGINEER in carrying out this AGREEMENT.
2. The ENGINEER Shall hold the AUTHORITY, its officers, agents, servants, employees and attorneys harmless from any and all liability of every nature and description which it may have suffered through damage to property or personal injuries including death or otherwise by means of the negligence of the ENGINEER, its agents or employees.
3. The ENGINEER is not, by virtue of this AGREEMENT, authorized to incur any indebtedness or liability on the part of, or to pledge the credit of the AUTHORITY, or to bind the AUTHORITY in any manner, beyond those obligations incurred by work done under this AGREEMENT in a timely and proper manner.
4. In consideration of the execution of this AGREEMENT by the AUTHORITY, the ENGINEER agrees that, simultaneously with the acceptance of the ENGINEER'S final payment under this AGREEMENT, he will execute and deliver to the AUTHORITY an instrument releasing and forever discharging the AUTHORITY of and from any and all claims, demands and liability whatsoever both at law and in equity arising from, growing out of, or in any way connected with the ENGINEER'S performance under this AGREEMENT

L. MAINTENANCE AND INSPECTION OF RECORDS

1. The ENGINEER shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this AGREEMENT and such other records as may be deemed necessary by the AUTHORITY to assure proper accounting for all AGREEMENT funds, both federal and non-federal shares. These records will be made available for audit purposes to the AUTHORITY and the Comptroller General of the United States or any authorized representative and will be retained for seven years after the expiration of this AGREEMENT unless permission to destroy them is granted by the AUTHORITY. The ENGINEER also agrees to take all necessary steps and assume all responsibility for safeguarding its assets and records.
2. The ENGINEER is required to document the bid opening and contract award by providing a copy of the bid documents, advertising, the list of bidders, the award letter and any bonds (i.e., payment and performance) to the AUTHORITY. The ENGINEER must confirm that the contractor has not been debarred prior to contract execution.
3. Prior to making any payments or dispersing any funds under this agreement. The ENGINEER shall supply a copy of the executed construction contract including all addendums and appendixes, which shall include a copy of HUD form 4010 (Federal Labor Standards Provisions), HUD form 2992 (Certification Regarding Debarment and Suspension), and a copy of the wage rate determination, if applicable.
4. The ENGINEER shall provide the AUTHORITY with a copy of the certified payroll and certification forms. Copies of all certifications for apprentice / training programs must be included as well, subject to Davis-Bacon requirements if applicable.
5. The ENGINEER is responsible for providing the required information associated with the Section 3 regulations.
6. The ENGINEER is responsible for maintaining all records, reports, invoices and or time sheets, certified payroll forms and all other documentation related to this AGREEMENT

M. TERMINATION FOR CONVENIENCE OF THE AUTHORITY

The AUTHORITY may terminate this AGREEMENT in the following instances:

1. If the ENGINEER abandons its work under the AGREEMENT or if for any reason the timely completion of such work is rendered improbable, infeasible, impossible or illegal; and
2. In the event U.S. Department of Housing and Urban Development terminates or diminishes the program, or if the federal government does not appropriate

the funds for said program, this AGREEMENT shall terminate upon the occurrence of either of the aforesaid events; and

3. In the event the AUTHORITY determines the objectives of the Scope of Services are not being achieved; and
4. For the convenience of the AUTHORITY.

The AUTHORITY may terminate this Contract any time by a thirty (30) day notice in writing from the AUTHORITY to the ENGINEER. If the Contract is terminated by the AUTHORITY as provided herein, the ENGINEER will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the ENGINEER covered by this Contract, less payments of compensation previously made.

N. CERTIFICATIONS

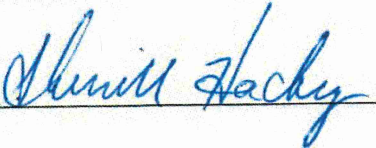
The ENGINEER shall furnish to the AUTHORITY with each statement submitted for services rendered, certifications as to compliance with the AGREEMENT hereof and a similar certification of his subconsultants with respect to work performed under this AGREEMENT.

O. SEVERABILITY OF PROVISIONS:

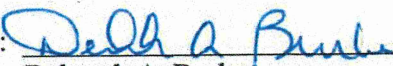
If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law IN WITNESS WHEREOF, the AUTHORITY and the ENGINEER have executed this AGREEMENT as of the date first above written.

IN WITNESS WHEREOF, the AUTHORITY and the ENGINEER have executed this AGREEMENT as of the date first above written.

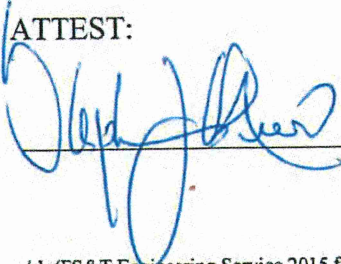
ATTEST:



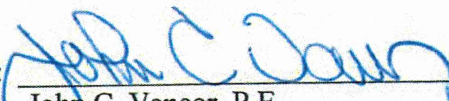
MALDEN REDEVELOPMENT AUTHORITY

By: 
Deborah A. Burke
Executive Director

ATTEST:



HAYNER/SWANSON, INC.

By: 
John C. Vancor, P.E.
Vice President/Principal Engineer