

**MASSACHUSETTS WATER RESOURCES AUTHORITY
AGREEMENT**

with

**for
PROFESSIONAL SERVICES**

MWRA CONTRACT NO. 7677

This agreement (the "Agreement") is made the _____ day of _____, _____, between the Massachusetts Water Resources Authority, a body politic and corporate and an independent authority pursuant to 1984 Mass. Acts 372 of the laws of the Commonwealth of Massachusetts, Charlestown Navy Yard, 100 First Avenue, Boston, MA 02129 (the "Authority") and (the "Consultant") for provision of professional services by the Consultant with respect to _____ (the "Project"). Summary description of the Project and the services to be provided is as follows:

SUMMARY DESCRIPTION OF THE PROJECT

The Consultant will provide professional engineering services, including design and engineering services during construction and resident engineering and resident inspector services, related to the design and construction of a new Maintenance Building at the Quabbin Reservoir in Belchertown, Massachusetts on behalf of the Department of Conservation and Recreation. The construction contract will be publicly bid under Massachusetts General Laws Chapter 149.

The Authority and the Consultant, in consideration of the mutual covenants herein contained, agree:

ARTICLE 1. CONSULTANT'S SERVICES.

1.1 Basic Services to be Performed. The Consultant shall perform the basic services specified in this Agreement. This Agreement shall be construed to effectuate the parties' intent that the services to be performed by the Consultant under this Agreement constitute adequate and complete services for the Project (except for such services as are specified by this Agreement as the responsibility of the Authority or some other person). The Consultant shall, without additional compensation, correct or revise any of its errors or deficiencies in its design, specifications, reports or other services.

Specifically, the services to be performed by the Consultant (the "Services" or "Basic Services") are described in Attachment A – Scope of Services attached hereto and incorporated herein by reference.

1.2 Additional Services. The Consultant shall, at the request of the Authority, provide such additional services as are, in the sole discretion of the Authority, deemed necessary or convenient for the completion of the Project. The parties shall agree upon necessary equitable adjustments in compensation. Within thirty (30) days after a request by the Authority, the Consultant shall consent to any modifications to this Agreement necessary to incorporate the provision of additional services.

The Consultant agrees to provide additional, as required services if and to the extent requested by the Authority in accordance with the task order process set forth in this Agreement and the relevant compensation provisions. These task order services shall not be construed as an obligation on the Authority's part to undertake through the Consultant any or all of the task order services described in Attachment A. The parties acknowledge that the exact scope of work to be performed by the Consultant under the task orders will depend to a great extent, on events, decisions and actions that are developing and will be forthcoming from the Authority. Accordingly, the parties agree to work together and cooperate in the development of detailed, numbered task orders (hereinafter referred to as "Task Order(s)"). Task Orders shall be construed as far as is reasonably possible to be in addition to, supplementary to and consistent with the provisions of the text of this Agreement, but in the event of a direct and unavoidable conflict between a particular provision of any Task Order and a provision of the Agreement text, the provisions of the Agreement text shall be deemed to take precedence, except that the provisions of a Task Order shall take precedence over Article 1.1 and Attachment A as to the exact scope of services to be provided under a Task Order. Task Orders may be amended by the parties by a written instrument referencing by

identification number and date the Task Order which is being amended. An amendment to a Task Order shall be prepared by the parties jointly and signed by an authorized representative of each party. A sample Task Order is provided as “Attachment G - Sample Task Order”.

ARTICLE 2. ADDITIONAL TERMS RELATING TO SERVICES.

2.1 Consultant's Personnel

2.1.1 The parties acknowledge the importance to the Project of the Authority's confidence in the personal services of key members of the Consultant's team and the continuity of key members' participation in the services to be provided under this Agreement. This Agreement has been entered into on the representation that the individuals, firm affiliations, assignments, responsibilities, and office locations as listed in Attachment B will be maintained on this engagement. No substitution or replacement of individuals or change in status (e.g., firm affiliation, assignment, responsibilities or office location) of the individuals listed in Attachment B shall be made by the Consultant without the prior approval of the Authority, except when necessitated by causes beyond the Consultant's control. The Authority shall have the right in any event to approve any substitution or replacement or change in status for the persons listed in Attachment B. At the request of the Authority the Consultant shall consult with the Authority to resolve any situation in which a member of the Consultant's team (including, without limitation, any subconsultant or any principal or employee thereof) is failing to perform to an adequate professional and technical standard. No act or omission of the Authority made or permitted under this Section shall relieve the Consultant of its sole responsibility for the performance of the services specified in this Agreement.

2.1.2 The Consultant shall employ at all times professional and support personnel with requisite expertise and in adequate numbers to assure the complete and timely performance of the Consultant's obligations hereunder.

2.1.3 The Consultant shall advise the Authority on a periodic basis of the identities of key personnel engaged by its subconsultants for this Agreement, of their availability to perform the work for which they are responsible to the Consultant, and of the sufficiency of their staffing for the engagement.

2.2 Timely Performance.

2.2.1 The Consultant acknowledges that expeditious completion of the Consultant's Services is of the utmost importance to the Authority. The Consultant shall commence Services on the date stipulated in a Notice to Proceed to the Consultant and shall proceed thereafter in accordance with the Authority's instructions to assure efficient and expeditious completion of its work. The Authority shall have the right to extend the term of this Agreement by giving written notice of its intention to extend the Agreement prior to the end of the term of this Agreement. All the rights and obligations of the parties for such extended period shall be as set forth in this Agreement.

2.2.2 Time is of the essence in the performance of the Consultant's obligations under this Agreement. The Consultant agrees that no other work in its office will be permitted to interfere with work required under this Agreement in order to achieve timely performance.

2.2.3 Without limitation of the Consultant's general obligations under the foregoing sections, the Consultant shall adhere to the time schedule set forth in Attachment C, which is incorporated herein by reference.

2.3 Project Cost Control. The Consultant acknowledges the importance of completion of the Project in accordance with the Project budget. The Consultant shall, where applicable, monitor the construction of the Project on a periodic basis, reasonable under the circumstances, and report on the progress thereof to guard against increases in costs which may be mitigated by the early attention of the parties with responsibility in the matter.

2.4 Regulatory Requirements. It is the responsibility of the Consultant that the Project be carried out in accordance and conformity with requirements, standards, regulations and ordinances, whether established by statute or by regulatory or other actions of governmental agencies with jurisdiction over any part of the Project. In particular, without limitation, the Consultant agrees to comply with all regulations pertaining to approvals for federal and state grants, and with all environmental regulations, including timely applications for permits. If a change in regulations would substantially increase or decrease the scope of work under this Agreement, the Consultant shall consent to such modifications of this Agreement as may be

required by the Authority and the parties shall agree upon any necessary equitable adjustments in compensation.

2.5 Right of Review. The Authority shall have the right at any time and at its sole discretion to submit for review any or all parts of the work performed by the Consultant to consulting engineers or other specialists engaged by the Authority for that purpose. The Consultant shall cooperate fully in such review at the Authority's request.

2.6 Submissions.

2.6.1 Reports and other documents to be submitted to the Authority will conform to the reasonable instructions of the Authority with respect to the format, numbering, labeling and indexing of documents. Engineering drawings shall in every instance be stamped and signed by a Massachusetts licensed professional engineer.

2.6.2 Plans and specifications to be used in bidding or otherwise awarding contracts for the Project, including all general and special conditions, shall be prepared by the Consultant to the reasonable satisfaction of the Authority in form ready for printing and publication. The cost of printing and publishing bid documents shall be the responsibility of the Authority.

2.6.3 File Copies of Reports. The Consultant agrees to provide the Authority with one extra, unbound, unstapled fully reproducible copy of each report generated pursuant to the scope of services with an accompanying note identifying the name and number of the contract pursuant to which the report was created and indicating that this is the Authority's "Library File" copy.

ARTICLE 3. USE OF SUBCONSULTANTS.

3.1 Approved Subconsultants. The Authority hereby approves the Consultant's use of the subconsultants, selected by the Consultant, in the indicated areas of specialized work, as listed in Attachment D. Other subconsultants shall be designated as needed at the earliest practicable time by the Consultant, subject to the approval of the Authority.

The Consultant shall provide to the Authority complete and correct copies of its agreements with

subconsultants, including amendments thereto, and shall consult with the Authority with respect to the inclusion therein of appropriate terms and conditions to assure timely, efficient and competent performance of the subconsultants, at a cost no greater than the estimated cost unless prior written approval of the Authority is obtained. No act or omission of the Authority made or permitted under this Article shall relieve the Consultant of its sole responsibility for the Services specified in this Agreement.

3.2 Substitution of Subconsultants. No substitution of subconsultants from those listed in Attachment D, no alteration of the area of work for particular subconsultants identified in Attachment D, and no use of additional subconsultants shall be made without prior written approval of the Authority. Requests for approval must include a clear description of the work to be performed, the capability of the proposed subconsultant and the method of payment.

3.3 Recommendation of Additional Subconsultants. Whenever the Consultant judges that additional or special subconsultants are required and appropriate for the furtherance of the Project, the Consultant shall recommend in writing to the Authority the nature and scope of the services required, the requisite qualifications of firms or individuals for performance of the indicated services and the probable cost of such services.

3.4 Consultant's Responsibility. The Consultant represents that it has made reasonable investigation of all subconsultants to be utilized in performance of this Agreement to assure that they possess the skill, knowledge and experience qualifying them for the performance of the aspects of the Agreement to be performed by them and to assure that they can perform without delay the required services in their areas of expertise at a cost which is reasonable and is within the allowances for such cost which have been taken into account by the Consultant in agreeing to the compensation provided for in Article 5 hereof. Nothing in this Article shall relieve the Consultant of its sole and prime responsibility for the performance of this Agreement, including all performance by subconsultants.

3.5 Product Warranties. The Consultant shall specify, obtain and deliver warranties from all manufacturers and suppliers providing products to the Authority under this Agreement, whether delivered directly to the Authority or to the Consultant for pass-through to the Authority. Manufacturers' or suppliers' warranties shall expressly state that all firmware, hardware,

software, materials and equipment conform to the representations made by the Suppliers or Manufacturers; that such firmware, hardware, software, materials or equipment are functionally suitable and fit for their intended purposes; and are expressly for the benefit of the Authority. If the Consultant cannot obtain those warranties from the supplier or vendor, the Consultant shall notify the Authority and the parties may, by written agreement only, change the requirements of this Section.

ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY

4.1 Consultation. The Authority shall consult on a continuing basis with the Consultant on the development of the program for the Project and on constraints and criteria for the Project.

4.2 Information. The Authority shall keep the Consultant continuously informed concerning relevant information it obtains which may affect the Project.

4.3 Approvals. The Authority shall not unreasonably withhold any approval to be given by the Authority with respect to submissions required to be made by the Consultant in the performance of this Agreement.

ARTICLE 5. PAYMENTS TO THE CONSULTANT.

5.1 Payment for Basic Services. The Consultant will be compensated for its Basic Services in accordance with the schedule shown in Attachment E. Subconsultants will be compensated as provided in their agreements, with upset amounts shown in Attachment E. Direct labor costs and indirect costs set forth in Attachment E, for the Consultant and all subconsultants, are the agreed upon direct and indirect costs for the entire term of this Agreement unless stated otherwise in Attachment E.

5.2 Reimbursable Expenses. The Authority shall compensate the Consultant for Reimbursable Expenses actually incurred, as described in Attachment E, provided, however, that Extraordinary Reimbursable Expenses shall only be eligible for compensation if they have been submitted in advance and approved in writing by the Authority. Extraordinary Reimbursable Expenditures shall be expenditures made in the interests of the Project in the following categories: cost of

out-of-state travel and subsistence for travel expressly directed by the Authority; incremental cost of overtime premium worked at the Authority's request (but no overtime necessitated to meet the schedule set forth in this Agreement); and other extraordinary non-salary expenses incurred directly in connection with the Project.

5.3 Payment for Additional Services. For additional services to the Authority as described in Section 1.2, compensation shall be made on the basis of a payment or payments computed on the basis of the hourly rates for each person's actual engagement in the provision of services, computed in accordance with the provisions of Section 5.1, plus Reimbursable Expenses as approved by the Authority.

5.4 Consultant's Invoices. The Consultant shall submit monthly statements for fees for services rendered and Reimbursable Expenses (stated separately) incurred. The Consultant's statements shall be in a form satisfactory to the Authority and shall include a description of the work performed for the month in question with a progress report, and shall be in such detail and with such supporting data as the Authority may reasonably require to show the computational basis for all charges, including a statement explaining any major deviation from the Consultant's anticipated work schedule, staffing plan and costs. As part of its invoices, the Consultant expressly agrees that it shall provide at least the following information for all labor charges billed: (1) the name and job title of each person for whom hours are billed; (2) the classification in the contract to which his or her job title corresponds (e.g. Project Manager, Sr. Engineer, etc.); (3) the individual's actual hourly wage rate, and the dates and number of hours of work performed. The Consultant further agrees to provide all travel-related expenses on the Authority's travel expense form, or on a pre-approved form acceptable to the Authority. Each statement shall also contain the Consultant's written opinion as to the adequacy of fees remaining within the total amount for each task, and within the total amount for the Agreement, to perform all the services called for in this Agreement.

5.5 Payment of Invoices. The Authority will review the Consultant's invoices and will pay the amounts approved for services, including amounts approved as Reimbursable Expenses, within thirty (30) days of receipt of the invoice by the Project Director.

Upon satisfactory completion by the Consultant of the work called for under the terms of this

Agreement and upon acceptance of such work by the Authority, the Consultant will be paid the unpaid balance of any money due for such work. Prior to final payment under this Agreement, or prior to settlement upon termination of this Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Authority a Certificate of Release in form acceptable to the Authority, containing a release of all claims against the Authority under and by virtue of this Agreement, other than such claims, if any, as may be specifically excepted by the Consultant in stated amounts set forth therein.

5.6 Consultant's Accounting Records. The Consultant shall keep records pertaining to services performed (including complete and detailed time records) and Reimbursable Expenses incurred on the basis of recognized bookkeeping practices and in accordance with such reasonable requirements to facilitate audit as the Authority may provide. All records shall be available to the Authority or its authorized representative for review and audit during normal business hours.

ARTICLE 6. INSURANCE.

6.1 General.

6.1.1 Each policy of insurance required by this Agreement shall contain a provision endorsed to the Authority that the insurance provided therein may not be canceled or restricted without thirty (30) days prior written notice to the Authority.

6.1.2 The Consultant shall provide the Authority with certificates satisfactory to the Authority concerning the effectiveness and the specific terms of the insurance required by this Agreement. Failure to provide and continue in force any insurance required by this Agreement shall be deemed a material breach of this Agreement for which the Authority, at its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

6.2 Professional Liability Insurance Coverage. The Consultant shall carry professional liability insurance coverage for negligent acts, errors and omissions in an amount of not less than \$3,000,000, with a deductible of not more than \$100,000. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution or bankruptcy, and shall cover the negligent acts, errors and omissions of the Consultant's agents, subcontractors and

employees and the liabilities assumed under this Agreement. Such insurance shall extend to any negligent act, error or omission in the performance of services under this Agreement committed or alleged to have been committed by the Consultant, its agents, subcontractors, or employees, or any other person or entity for whom the Consultant is responsible. Such coverage shall be in effect from the date services are first provided under this Agreement and shall be maintained in force until the later of (i) the completion of the Consultant's services under this Agreement or (ii) official acceptance of the Project by the Authority; and, provided that such insurance is generally available, shall be maintained for an additional period of six (6) years after the later of (i) the completion of the Consultant's services under this Agreement or (ii) official acceptance of the Project by the Authority.

6.3 Worker's Compensation and Other Insurance. The Consultant shall carry insurance furnishing benefits in accordance with Chapter 152 of the Massachusetts General Laws or such other worker's compensation requirement as may pertain. The Consultant shall carry insurance coverage for employer's liability, general liability, including broad form coverage, and automobile liability, in an amount of not less than \$1,000,000.

6.4 Umbrella Liability. The Consultant shall carry umbrella form excess liability insurance including coverage for Employer's Liability insurance. The umbrella policies shall contain a minimum total occurrence and aggregate limit of \$1,000,000.

6.5 Additional Insured. The Authority shall be named as an additional insured on policies providing coverage for general liability, automobile liability and umbrella liability.

ARTICLE 7. INDEMNIFICATION.

7.1 Obligations. The Consultant, at its expense and with counsel acceptable to the Authority, shall defend and shall indemnify and hold harmless the Authority, its members, officers and employees, from and against all claims, causes of action, suits, losses, damages and expenses, including attorneys' fees, arising out of or resulting from negligent acts, errors or omissions or breach of contractual duties to the Authority by the Consultant and anyone employed by it (including subconsultants and their employees) in performance of this Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification

running to the Authority which would otherwise exist. The Authority shall give the Consultant prompt and timely notice of any claims, threatened or made, or suit instituted against it, which could result in a claim for indemnification hereunder, provided, however, that lack of such notice shall not be a waiver of the Consultant's indemnification of the Authority. The Authority shall cooperate with the Consultant in the defense of such a claim.

7.2 Non-limitation. The extent of the foregoing indemnification and hold harmless clause shall not be limited by any provision of insurance required by Article 6 of this Agreement.

7.3 Force Majeure. No party to the Agreement shall be deemed to be in default in the performance of services if that party is prevented or delayed from performing by forces beyond its control including, without limitation, acts of God or of a public enemy; interference by municipal, state, federal, or other governmental agency; any catastrophe resulting from flood, fire, extreme weather conditions, explosion, or other cause beyond the control of the non-performing party and labor disputes or other work stoppages.

ARTICLE 8. DELIVERY, OWNERSHIP AND PUBLICATION OF DOCUMENTS.

8.1 All records, documents, working papers, calculations, computer programs, drawings, plans and specifications of every type (hereafter "Documents") prepared by the Consultant or its subconsultants pursuant to this Agreement, whether or not delivered to the Authority, and all equipment, materials, items or objects of any kind acquired by the Consultant pursuant to this Agreement and reimbursed by the Authority, whether or not delivered to the Authority, are property of the Authority and shall be delivered to the Authority upon the termination of this Agreement or at the Authority's request prior thereto. The Consultant shall at all times develop, index and file such Documents in an orderly, logical manner. The index must be prepared electronically. Other Documents may be prepared electronically, but every electronic Document, including the index, must also be delivered on paper. The index must indicate the file format (e.g., MS Word 2007.doc file, Adobe Acrobat 7.pdf, AutoCAD 12.dwg) and storage medium (e.g., CD-ROM, Microfilm) of each Document delivered electronically. Both during the term of this Agreement and after its termination, the Consultant may not distribute or publish such Documents or information derived from them without the prior written approval of the Authority. Reuse of Documents by the Consultant for other than their intended use without

written authorization by the Authority will be at the Consultant's risk.

8.2 Proprietary Rights of the Authority.

8.2.1 All data acquired by the Consultant from the Authority, all firmware, software and related documentation and all modifications to existing software (including without limiting the generality of the foregoing, application software for control strategies and displays) prepared, designed, acquired, developed or improved at the expense of the Authority shall be and remain the property of the Authority. Related documentation includes all finished or unfinished studies, analyses, flow charts, design documents, program specifications, programs, magnetic tapes, source codings and listings, source and object decks, test data, test results, schedules and planning documents, training materials and user manuals, forms, reports and similar documents, including modifications thereto.

8.2.2 For all software and firmware, whether developed by the Consultant or developed by another and acquired by the Consultant, the Authority shall have the right to full access and complete copies of such Source Code to the same extent as does the Consultant so long as the Consultant is not prohibited under an agreement with the manufacturer or supplier from providing access to the Authority.

ARTICLE 9. AUTHORITY OF THE PROJECT DIRECTOR.

9.1 Project Director. The Executive Director of the Authority shall designate a Project Director who shall act as the Authority's authorized representative to act in the Authority's behalf with respect to the Project. The Project Director shall examine the Consultant's submissions and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Consultant's services.

9.2 Alternate Designation. The authority vested in the Project Director may be exercised by the Executive Director of the Authority or by a designee for the Project Director. In the course of the Agreement, upon reasonable notice to the Consultant, the Board of Directors of the Authority may make such other or additional arrangements for the delegation of its rights and responsibilities under this Agreement as it deems to be in its best interests.

ARTICLE 10. NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

10.1 Agreements. The Consultant agrees as follows:

10.1.1 In connection with the performance of work under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Consultant shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Consultant shall give written notice of its commitments under this Article to any labor union, association or brotherhood with which it has a collective bargaining or other agreement, and to minority and women contractors, and to minority contractor associations.

10.1.2 In connection with the performance of work under this Agreement, the Consultant shall not discriminate in its relationship with subconsultants or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap. In all the Consultant's solicitations for bids or proposals it shall notify in writing each potential subconsultant or supplier of the Consultant's obligations under this Article, and it shall be a term of each contract with a subconsultant or supplier in connection with the performance of work under this Agreement that the subconsultant or supplier shall be bound to non-discrimination and equal opportunity requirements equivalent to the obligations of the Consultant hereunder.

10.1.3 In connection with the performance of work under this Agreement, the Consultant shall undertake programs of affirmative action with the objectives of (a) eliminating past and present effects of discrimination in employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap; (b) promoting the full realization of equal employment opportunity for minorities and women; and (c) promoting business opportunities in the Commonwealth for minority and women contractors.

10.1.4. The Consultant shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent

jurisdiction. The Consultant shall be subject, at the request of the Commission, to the Commonwealth's Supplemental Equal Opportunity, Anti-discrimination and Affirmative Action Program, appropriately adapted by the Commission.

10.1.5 The Consultant shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

10.2 Non-compliance. The Consultant's non-compliance with any provision of this Article shall constitute a material breach of this Agreement, for which the Authority may, in its discretion, upon failure to cure said breach within thirty days after written notice thereof, terminate this Agreement upon ten days written notice. The Consultant shall indemnify and hold harmless the Authority from any claims and demands of third persons resulting from the Consultant's non-compliance with any of the provisions of this Article and in case of termination or cancellation of this Agreement, the Consultant shall indemnify the Authority during the remainder of the original term against any loss and damage suffered by reason of such termination.

10.3 MBE/WBE. The Consultant agrees that the percentage of business activity to be performed by Minority/Women Business Enterprises on this Agreement shall not be less than the following percentage(s) of the total compensation:

Minority Business: N/A % Women Business: N/A %

The Consultant shall complete and submit to the Authority's Affirmative Action and Compliance Unit Monthly Compliance Reports, on forms provided by the MWRA, which document the Consultant's expenditures to MBE and WBE firms.

ARTICLE 11. SUCCESSORS AND ASSIGNS

11.1 Prohibition on Delegation or Assignment. Except as specifically provided in Article 3 hereof, the Consultant shall not in whole or in part assign or transfer this Agreement or delegate its duties without the prior written approval of the Authority.

11.2 Successors. The Authority for itself and its successors, and the Consultant for itself and its successors, subconsultants, assigns, partners and legal representatives, bind themselves each to the other with respect to all covenants of this Agreement.

ARTICLE 12. TERMINATION

12.1 Procedures. This Agreement may be terminated by or on behalf of the Authority as follows:

- i) without cause, on ten days prior written notice; or
- ii) immediately, by hand delivery or by certified mail, if the Consultant violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its services, or becomes unable to perform its services, hereunder. For purposes of this Section, it is acknowledged that the Consultant's services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

12.2 Deliverables and Compensation. In the event of termination, the Consultant shall promptly deliver to the Authority all records, documents, working papers, calculations, computer programs, data, drawings, plans, specifications and other tangible work product, and all equipment, materials, items or objects acquired by the Consultant and reimbursed by the Authority, pertaining to the services performed under this Agreement to the time of termination. Compensation to be paid in the event of termination shall in no case exceed the limits established in Article 5 for each phase of the work as to which the Authority has expressly authorized the Consultant to proceed, plus, if termination is in accordance with subsection 12.1(i), expenses arising from and limited to the Consultant's demobilization of staff as a direct result of termination of the Agreement. If termination is in accordance with subsection 12.1(ii),

compensation will be paid only for services performed and actual expenses incurred through the date of termination.

12.3 Damages. Any termination of this Agreement shall not affect or impair the right of the Authority to recover damages occasioned by fault or default of the Consultant.

ARTICLE 13. MISCELLANEOUS PROVISIONS.

13.1 Priority. This Agreement, together with attachments hereto at the time of its execution, integrates and supersedes all prior negotiations, representations or agreements. This Agreement may be amended only by a written instrument executed by the Consultant and the Authority.

13.2 Delivery of Notice. Notices required or permitted to be given to either party hereto shall be sufficient if delivered to the Authority addressed to Massachusetts Water Resources Authority, Charlestown Navy Yard, 100 First Avenue, Boston, MA 02129, Attention: designated Project Director, or to the Consultant addressed to the location set forth above, or to such other address as either party may specify to the other by notice given as provided herein.

13.3 Authority Employees. The Consultant shall not, during the term of this Agreement, hire or employ on either a full-time or part-time basis any person or persons so long as such person shall be employed by the Authority.

13.4 Conflict of Interest. The Consultant acknowledges that the Authority is a state agency for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Consultant agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Consultant based on said statute.

13.5 Statement of Tax Compliance. The individual signing this Agreement on behalf of the Consultant hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief, pursuant to M.G.L. c. 62C s. 49A, the Consultant has complied with any and all applicable state and local tax laws related to the taxes included in the following: G.L. c. 59 - Assessment of Local Taxes; G.L. c. 60B - Excise on Boats, Ships and Vessels in Lieu of Local

Property Tax; and G.L. c. 62C, Section 2; and that, pursuant to M.G.L. c. 151A s. 19A, the Consultant has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions to the Unemployment Compensation Fund.

13.6 Child Care Assistance Act Compliance. The Consultant agrees that during the entire term of this Agreement and for any amendments thereto, it shall remain in compliance with the requirements of Chapter 521 of the Acts of 1990 of the Commonwealth of Massachusetts as amended by Chapter 329 of the Acts of 1991, as it is now and as it may hereafter be amended, relating to the provision of Child Care Assistance (the "Child Care Law"); and Consultant further agrees to update its Certificate of Compliance on file with the Authority, whenever Consultant's status shall change.

13.7 Rights and Remedies. The Authority's review, approval, acceptance or payment for services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Consultant shall be and remain liable to the Authority for all damages incurred by the Authority as the result of the Consultant's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

13.8 Personal Liability. No member or employee of the Authority shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

13.9 Records. The Consultant shall maintain books, records, documents, and other evidence directly related to the performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. The Consultant shall also maintain the financial information and data used by the Consultant in preparation or support of statements requesting payment. All of the documents shall be kept for at least six years after the final payment pursuant to this Agreement.

13.10 Examination and Inspection. Until the expiration of six years after final payment, the Authority, the Office of Inspector General, the Governor, the Secretary of Administration and Finance, the State Auditor, and any other legally authorized person shall have the right to examine, audit and copy any books, documents, papers of records of the Consultant or of its subconsultants that directly pertain to, and involve transactions relating to, the Consultant or its subconsultants. The Consultant will provide proper facilities for such access and inspection.

13.11 Anti-boycott Covenant. The Consultant warrants, represents and agrees that during the time this Agreement is in effect, neither it nor any affiliated company, as hereafter defined, will participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; or engage in conduct declared to be unlawful by Section 2 of Chapter 151E of the Massachusetts General Laws. If there shall be a breach in the warranty, representation and agreement contained in this paragraph, then without limiting such other rights as it may have the Authority shall be entitled to terminate this Agreement. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Consultant or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Consultant, or which directly or indirectly owns at least 51% of the ownership interests of the Consultant.

13.12 Limit of Liability. The liability of the Authority under this Agreement is limited to the compensation provided by Article 5.

13.13 Savings Clause. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

13.14 Modifications. If the Commonwealth of Massachusetts or its agencies require modifications or changes in this Agreement as a condition precedent to the granting of funds for the Project, the Consultant agrees to consent to such modifications or changes as may be reasonably required to obtain such funds. An equitable adjustment shall be made to the Consultant's compensation for any such modification or change.

13.15 Controlling Laws. This Agreement shall be governed by and construed and enforced in

accordance with the laws of the Commonwealth of Massachusetts.

13.16 Execution. This Agreement may be signed in more than one identical counterpart, each of which shall be deemed to be an original hereof.

13.17 Rights of the Disabled. The Consultant agrees to comply fully with all local, state, and federal requirements concerning the rights of and access for disabled persons.

13.18 Certifications of the Consultant Made under the Pains and Penalties of Perjury

13.18.1 Consultant Beneficial Owners. By signing this Agreement, the Consultant certifies that, under the pains and penalties of perjury, the entities and individuals named in Exhibit H: Beneficial Owners, Professional Registrants, Existing Government Contracts are the legal and beneficial owners of the Consultant Doctor as of the date of the execution hereof. (M.G.L. c. 7C, ss. 48, 51)

13.18.2 Professional Registrants. By signing this Agreement, the individual executing this Contract on behalf of the Consultant certifies under the penalties of perjury that the individuals named in Exhibit H: Beneficial Owners, Professional Registrants, Existing Government Contracts are registered by the Commonwealth as architects, landscape architects, or engineers pursuant to the provisions of General Laws Chapter 112, ss. 60A - 60O and further that (a) if the Consultant is an individual the Consultant is the individual named below, (b) if the Consultant is a partnership, the majority of all the partners are persons who are registered architects, landscape architects, or engineers, (c) if the Consultant is a corporation, sole proprietorship or joint stock company or other entity, the majority of the directors or a majority of the stock ownership and the chief executive officer, are persons who are registered architects, landscape architects, or engineers and the person to have the Project in his or her charge is registered in the discipline required for the Project, or (d) if the Consultant is a joint venture, each joint venturer satisfies the requirements of the preceding clauses (a) – (c) as the case may be. (M.G.L. c. 7C, s. 48)

13.18.3 Resume on File with Designer Selection Board. By signing this Agreement, the Consultant certifies under the penalties of perjury that in accordance with the provisions of

M.G.L. c. 29, s. 29A (4) a resume of the Consultant has been filed with the Designer Selection Board.

13.18.4 No Inducements. By signing this Agreement, the Consultant certifies that, under the pains and penalties of perjury, the Consultant has not given, offered, or agreed to give any person, corporation, or other entity any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of this Agreement. No subconsultant of the Consultant has given, offered, or agreed to give any gift, contribution, or offer of employment to the Consultant, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the subconsultant of a contract by the Consultant. Lastly, no person, corporation, or other entity, other than a bona fide full-time employee of the Consultant has been retained or hired by the Consultant to solicit for, or, in any way, assist the Consultant in obtaining this Agreement upon a contract or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the Agreement to the Consultant.

13.18.5. Existing Government Contracts. By signing this Agreement, the Consultant certifies under the pains and penalties of perjury that the list in Exhibit H: Beneficial Owners, Professional Registrants, Existing Government Contracts is a listing of all other existing contracts or income derived by the Consultant from the Commonwealth or any political subdivision thereof, or public authority therein, from the Federal Government or any agency thereof, and from Awarding Authority or any governmental source for services rendered.(M.G.L. c. 7C s. 48)

13.18.6 Annual Reports; Corporate Filings. By signing this Agreement, the Consultant certifies that, under the pains and penalties of perjury, if the Consultant is a corporation, the Corporation has filed with the Secretary of State all certificates and annual reports required by M.G.L. c. 156B, s. 109 (Business Corporation), by M.G.L. c. 156D (Foreign Corporation), or by M.G.L. c. 180 s. 26A (Non-Profit Corporation).

13.18.7 Debarment; Suspension. By signing this Agreement, the Consultant certifies that, under the pains and penalties of perjury, the Consultant is not currently debarred or suspended by the Commonwealth of Massachusetts, or any of its entities or subdivisions under any

Commonwealth Law or regulation, including, but not limited to M.G.L. c. 29, s. 29F and M.G.L. c. 152 s. 25C, or any other state and that it is not currently debarred or suspended by the Federal Government under any federal law or regulation.

13.19 The Attachments to this Agreement as of the date of its execution, each of which is made a part hereof, are as follows:

Attachment A	Scope of Services (to be attached to the resultant contract)
Attachment B	Key Project Personnel (to be attached to the resultant contract)
Attachment C	Services Schedule (to be attached to the resultant contract)
Attachment D	Subconsultants (to be attached to the resultant contract)
Attachment E	Compensation
Attachment F	Security Provisions – Professional Services
Attachment G	Sample Task Order Format
Attachment H	Beneficial Owners, Professional Registrants, Existing Government Contracts (to be completed and attached to the resultant contract)

IN WITNESS WHEREOF, the Agreement is executed as of the day and year first written above.

MASSACHUSETTS WATER RESOURCES AUTHORITY

By: _____
Frederick A. Laskey
Executive Director
Hereunto Duly Authorized
Federal Tax ID No.: 04-285-0071

CONSULTANT

By: _____
Name
Title
Hereunto Duly Authorized
Federal Tax ID No.:

ATTACHMENT A
SCOPE OF SERVICES

[Insert DSB Advertisement with Scope of Work]

ATTACHMENT B

KEY PROJECT PERSONNEL

[Insert Attachment B – Key Project Personnel by Classification from
highest- ranked proposer's Cost Submission/Proposal]

ATTACHMENT C

SCHEDULE

[Insert Schedule included in the DSB Ad, as updated by highest ranked proposer]

ATTACHMENT D

SUBCONSULTANTS

[List from highest ranked proposer's DSB Application]

ATTACHMENT E

COMPENSATION

I. INTRODUCTION

It is agreed that compensation for services set forth in Attachment A -Scope of Services (Tasks 1 through 6) shall not exceed the maximum amount payable under this Agreement of \$ _____. Compensation shall be on a modified Cost Plus Fixed Fee (CPPF) basis up to a Guaranteed Maximum Price (GMP) for Tasks 1 and 2, and on a modified Cost Plus Percentage Fee (CPPF) basis up to a Not-to-Exceed Amount for Tasks 3 and 4. Compensation for Tasks 5 and 6, if services are authorized by a Task Order, will be determined by mutual agreement as set forth in any individual Task Order, subject to the terms and conditions contained herein. The agreed-to costs for Tasks 1 through 6 are set forth below:

Task	Amount
Task 1: Project Administration	TBD
Task 2: Design and Bidding Services	TBD
Task 3: Engineering Services During Design	TBD
Task 4: Resident Engineering/Resident Inspection	TBD
Task 5: Technical Assistance Allowance	\$50,000
Task 6: Alternative Analysis Allowance	\$25,000
Not to Exceed Amount Payable under this Agreement:	TBD

The method of compensation for each of the above Tasks is further described in Section 2 below and the attached Table E1 through Table E5.

A. Definitions

1. Allowance: a fixed dollar amount specified in the Scope of Services which will be included in the Agreement and utilized for the completion of specified task(s), subtasks or sub-subtasks. Allowances may only be authorized to be expended by either an Amendment or by a task order if task orders are authorized in the Agreement.
2. Cost/Level of Effort Tracking: Throughout the term of this Agreement, the Consultant agrees that it and all its subconsultants will maintain monthly records by task and subtask of Direct Labor, Indirect Costs, and Other Direct Costs incurred and of expended levels of effort by labor classification, as further described in Section II.B. The Consultant and subconsultants shall also maintain records of the amounts of Fixed Fee and Percentage Fee paid. If changes to rates, amounts or methods of compensation are sought, the Consultant and subconsultant will be required to identify the work completed by task and subtask, its associated budgeted compensation, costs incurred to date and the estimated cost to complete the work. The information provided shall be in tabular form and shall reflect all changes in the manner described above and cumulated from the Agreement date through each and every amendment
3. Direct Labor Costs: the actual salaries for each person directly engaged in provision of services on the project. The cost of temporary personnel (non-employees) assigned to the project shall not be calculated as part of Direct Labor Costs, but as applicable, may be treated as an Other Direct Cost. The actual direct labor cost shall not exceed \$75.00 per hour for any individual unless otherwise

approved by the Authority.

4. Fixed Fee: the prearranged amount which represents the professional fee or profit that the Consultant expects to earn for certain tasks or services performed during the course of this Agreement. It is a settled amount which does not vary with changes in Direct Labor, Indirect Costs, or Other Direct Costs except as provided for in Section II.F (Audit) and II.C.3 (Fixed Fee) below.
5. Indirect Costs: those costs not directly identifiable with a single project. They may include groupings such as general and administrative expenses, overhead expenses and payroll additives.
6. Indirect Cost Field Rate: the percentage factor expressing the ratio of indirect expenses to Direct Labor Costs for a period, based on costs allocable to off-site location and incurred during a given period.
7. Indirect Cost Office Rate: the percentage factor expressing the ratio of indirect expense to Direct Labor Costs for a period, based on costs allocable to a home and/or local office where work is to be performed, incurred during a given period.
8. Limited Term Duty: temporary assignment (less than one year) of consultant personnel to the project area typically including temporary lodging rental but not involving the movement of household goods and/or family.
9. Not-to-Exceed Amount: the prearranged amount which represents the maximum compensation which may be expended in providing the project services.
10. Other Direct Costs: those expenses directly attributable to the project which have been identified in Attachment E, Table E3 and Table E4. These expenses are divided into two categories: (1) ordinary reimbursable expenses, which require no advance approval for their expenditure; and (2) extraordinary reimbursable expenses, which require advance written approval prior to expenditure. These expenses include items which are not figured in Indirect Costs.
11. Percentage Fee: the amount which represents the professional fee or profit that the Proposer expects to earn for certain tasks or services performed during the course of this Agreement. It is not a settled amount and will vary depending on actual hours of work performed in a manner satisfactory to the Authority.
12. Pre-Determined Level Of Effort (PDLE): The Authority-determined number of hours listed in the Scope of Services, for completion of a specified task(s), or subtask(s).
13. Relocation: the permanent transfer of consultant personnel to the project area and involving the movement of household goods and/or family.
14. Temporary Duty: temporary assignment (31 days or less) of consultant personnel to the project area typically including temporary lodging rental but not involving the movement of household goods and/or family.

II. **COMPENSATION**

A. General

1. Price Summary:

- a. The Consultant and each subconsultant's Cost or Price Summary Form (EPA Form 5700-41) for its services are set forth in Attachment E, Table E1. No payment will be made for services provided by a firm that has not submitted a completed and signed Cost or Price Summary Form (EPA Form 5700-41).
 - b. Attachment E, Table E2, represents a summarization of compensation and profit by Consultant/subconsultant by task.
2. Notice: As set forth in Article 5 of this Agreement, the Consultant shall continuously inform the Authority of the adequacy of funds remaining within each task and within the maximum amount payable under this Agreement. For those tasks to be compensated on a GMP basis the Consultant shall continuously certify that the Scope of Services shall be completed for an amount not more than the GMP for each respective task.

B. Cost Requirements/Limits

1. Direct Labor Cost:

- a. The Consultant and each subconsultant shall be compensated for the services of its personnel on the basis of reasonable, actual paid Direct Labor Costs (chargeable salaries without indirect payroll related costs or fringe benefits) as incurred by the Consultant and subconsultant's personnel for the time such personnel are directly utilized on this Project.
- b. A schedule of the Consultant and each subconsultant's Direct Labor Salary Costs per hour is set forth by individual and classification in Attachment B, for the current year (2020) for each key individual who is currently assigned to the Project. The Direct Labor Salary Costs in Attachment B will be updated as required over the term of this Agreement.
- c. Actual Direct Labor Costs shall be computed at straight time for engineering, technical and non-technical employees directly utilized on the Project and shall not exceed \$75.00 per hour. The Authority may waive, by written agreement, the maximum direct labor costs per hour for specific individual(s) dedicated to the Project.
- d. The Consultant and subconsultant agree that the salaries and costs of temporary personnel (non-employees) assigned to the Project shall not be calculated as part of the Direct Labor Costs and shall be reimbursed as Other Direct Costs.
- e. If it is the usual practice for officers, partners, or principals of the Consultant and/or subconsultant to perform certain basic technical project work, they may be compensated for the time they are actually engaged on the project, but only at a rate of pay commensurate with the labor classification customarily performing that type of work, provided that written approval is obtained from the Division of the Authority administering the Agreement prior to the use of said individuals. Payment to or compensation of any officers, partners, principals or employees of the firm for their

administrative duties in managing the Consultant or subconsultant's firm shall not be billed as a salary or Direct Labor Cost.

- f. The weighted averages of chargeable salaries by labor classification over the term of this Agreement for all personnel (including both key and non-key individuals) of the Consultant firm and each subconsultant firm, are incorporated in and set forth in Attachment E, Table E5. Inclusion in any table of salary rates or ranges in excess of \$75.00 per hour does not constitute a waiver by the Authority of the maximum payable direct labor hourly rate of \$75.00 unless otherwise approved by the Authority for specific individuals.
- g. The salaries of the Consultant or subconsultants' personnel within a labor classification may be subject to modification by the respective firm over the term of this Agreement if accomplished in accordance with a firm's standard personnel policies and procedures, a recent copy of which must be on file with the Authority. Any changes or increases must be submitted to the Authority prior to the date when such adjusted salaries become effective, and are subject to approval of the Authority.
- h. The projected level of direct labor effort for tasks and subtasks set forth in Attachment A - Scope of Services, is included in Attachment E, Table E2. The table indicates the total estimated Direct Labor level of effort for each task and subtask. The upset cost limit for Direct Labor for each task and subtask is agreed to be the upper limit to be paid for that task and subtask and that amount is the maximum amount payable. At the Authority's sole discretion, the Authority may transfer funds from one task or subtask to another between phases but only if the Consultant maintains records in accordance with Section II.A.3 (Cost/Level of Effort Tracking), and the Authority receives written confirmation from the Consultant that the task is complete, and that no additional funds are required for completion of the original task and/or subtask.

2. Indirect Cost Rate and Indirect Costs:

- a. The Consultant and each subconsultant shall be paid at an Indirect Cost Rate which is a percentage factor expressing the ratio of indirect expense incurred during a given period to the Direct Labor Cost for that period. Indirect Costs are those costs not directly identifiable with a single project. They may include groupings such as overhead expenses, general and administrative expenses and payroll additives. Additionally, neither the Consultant nor any subconsultant may, over the term of the Agreement, claim as a part of its Indirect Costs, the expense of meeting MWRA insurance requirements, if such costs were not reflected in the Consultant or subconsultant's Indirect Cost Rate set forth in Attachment E, Table E1.
- b. Determination of a Provisional Indirect Cost Rate(s) must be established for the Consultant and subconsultant's fiscal year's work performed under this Agreement. The proposed Provisional Indirect Cost Rate for services to be furnished at the Consultant and each subconsultant's home or local office (or, where applicable, field office, branch office or project specific rate) over the term of the Agreement is considered the rates set forth in Section II.B.2(g) below for the time periods indicated. The proposed Provisional Indirect Cost Rates(s) represent a Not-To-Exceed Indirect Cost Office Rate and/or Indirect Cost Field Rate for the Consultant and each subconsultant over the term of the Agreement.

- c. All proposed Provisional Indirect Cost Rate(s) are subject to review and approval by the Authority. Based upon a review of the disclosures made in the MWRA Cost Disclosure Statement filed with the Authority for Project Services for the current fiscal period, and the criteria set forth herein, the Authority will approve a Provisional Indirect Cost Rate for the Consultant and each subconsultant. All proposed Provisional Indirect Cost Rates must be in conformity with the Federal Acquisition Regulations, Part 31 – Contract for Principles and Procedures and Part 99 – Contract Cost Accounting Standards (CAS) (if the Consultant or subconsultant is CAS covered) and must be appropriately adjusted to reflect only those costs allowed by Parts 99 and 31 in order to comply with the terms and conditions of this Agreement. It is the intent of the Authority to accept an audited rate as established by a cognizant Federal audit. However, the Consultant and each subconsultant will identify any adjustments in the treatment of costs necessary to bring the Indirect Cost Rate into compliance with the terms and conditions of this Agreement. In the case of proposed Provisional Indirect Cost Rates for a field office, branch office, local office or project specific office the Authority reserves the right to further adjust, as appropriate, the proposed Federally audited rates.
- d. The Authority's approved Provisional Indirect Cost Rate for the Consultant and each subconsultant shall be the Indirect Cost Rate established by a cognizant Federal agency as the result of an audit, subject to the standards and adjustments set forth in Section II.B.2(c). Documentation of a firm's proposed Federal Provisional Indirect Cost Rate must be submitted to the Authority, in the form of an approval letter from the cognizant Federal agency, for each fiscal year during which the firm will perform services under the Agreement.
- e. If a Federal Provisional Indirect Cost Rate does not exist, the Authority's approved Provisional Indirect Cost Rate for the Consultant and each subconsultant shall be the Indirect Cost Rate as determined by a certified public accountant (CPA) as the result of an audit, subject to the standards and adjustments set forth in Section II.B.2(c).
- f. The Authority will consider the Indirect Cost Rate established by the Federal agency or CPA an Interim Provisional Indirect Cost Rate until approved by the Authority. Once approved by the Authority, the Provisional Indirect Cost Rates shall be applied immediately. The Consultant firm shall submit an invoice to the Authority within sixty (60) days which reflects an appropriate credit or payment request for itself and its subconsultants as a result of the Authority approved Provisional Indirect Cost Rate.
- g. The Authority will make its best effort to review a Provisional Indirect Cost Rate within 60 days of execution of this Agreement, provided requested information is submitted. For each firm for which a Provisional Indirect Cost Rate is not approved by the Authority within sixty (60) days of execution of this Agreement, the Authority shall, in its discretion, continue to apply the existing Interim Provisional Indirect Cost Rate or apply such other Interim Provisional Indirect Cost Rate as it may reasonably establish, until such time as it approves a Provisional Indirect Cost Rate. For all services, whether contained in the original Scope of Services or included by amendment, which are performed over the term of the Agreement, the Provisional Interim Indirect Cost Rate, the Authority's approved Provisional Indirect Cost Rate, and the Final Indirect Cost Rate for the Consultant and each subconsultant may not exceed the following proposed Provisional Indirect Cost Rate(s) for the time period(s) indicated:

Consultant/Subconsultant	Not-to-Exceed proposed Provisional Indirect Cost Rate (%)		Period	
	Home	Field	From	To
Consultant				
Subconsultant #1				
Subconsultant #2				
Subconsultant #3				

If Resident Engineer or Resident Inspector services are provided, Indirect Costs for those services will be based on the Consultant and each subconsultant's approved Provisional Indirect Cost Field Rate if different from home or local office rates and will be subject to the same standards and adjustments set forth in this section.

- h. The Consultant and each subconsultant shall submit, within sixty (60) days of the close of each firm's fiscal year, proper supporting documentation to the Authority, for all proposed Provisional Indirect Cost Rates for the next fiscal year.
 - i. Upon issuance of a Final Indirect Cost Rate for the Consultant or any subconsultant and acceptance by the Authority (if such rate is determined by an entity other than the Authority) the Consultant shall, within sixty (60) days, submit an invoice to the Authority which reflects an appropriate credit or payment request should the Final Indirect Cost Rates differ from the Provisional Indirect Cost Rates for the fiscal year audited. This requirement for adjustments based upon a Final Indirect Cost Rate shall be required by the Consultant of every subconsultant. The Consultant and each subconsultant's obligations to submit a Final Indirect Cost Rate for each fiscal year shall extend beyond the term of this Agreement and shall continue until such time as a Final Indirect Cost Rate has been established for performance of all services under this Agreement.
 - j. The Authority may, in its sole discretion, by written authorization waive the requirement that a Consultant or subconsultant supply an audit of its indirect cost rate if the firm's participation in this Agreement is no greater than \$100,000 and if the Consultant or subconsultant certifies that the audit is required solely because of this Agreement.
 - k. The Authority shall require submission by the Consultant and subconsultants of an updated, current Cost Disclosure Statement in support of new Provisional Indirect Cost Rates.
3. Other Direct Costs: The Consultant shall be reimbursed the actual, reasonable cost of other expenditures made in the interests of the Project, but which are not normally included as part of the Indirect Cost Rate. Other Direct Costs are defined as: (1) Ordinary Reimbursable Expenses; and (2) Extraordinary Reimbursable expenses; and will be added at cost to the subtotal of Direct Labor, Indirect Costs, Fixed Fee and Percentage Fee to determine the total compensation. Ordinary Reimbursable Expenses are listed in Attachment E, Table E3 (and are included as part of Other Direct Costs in Attachment E, Table E2).

Other Direct Costs may be transferred between non GMP tasks upon written approval of the Authority, to accomplish the tasks as described in Attachment A, Scope of Services, provided that

records of all such changes are maintained in accordance with Section II.A.4 above.

There shall be no reimbursement under any circumstances unless the category and amount is identified in Attachment E, Tables E3, and E4. Rates of reimbursement may be adjusted in accordance with the Authority's practices or policies. Categories of allowable Other Direct Costs are set forth below:

- a. *Ordinary Reimbursable Expenses*: Ordinary Reimbursable Expenses require no advance approval prior to expenditure. Ordinary Reimbursable Expenses which may be considered reimbursable include but are not limited to the following:
 - i. In connection with this project, Boston Metropolitan area travel at the most recently published Internal Revenue Service (IRS) rate per mile plus tolls and parking for privately owned vehicles. (Note exception in Section II.B.3(d)(iv)). However when a Consultant employs personnel temporarily at a field site, mileage from the employee's home or permanent work site to the field site, whichever is closer, may be reimbursable. Out of town transportation charges are allowable up to \$43.00 per diem, plus taxes and fees on rental car charges.
 - ii. Hotel living allowance and meal subsistence including incidental expenses per diem not to exceed the rates established by the U.S. General Services Administration (GSA) for approved travel.
 - iii. Reproduction of plans, reports, designs, and studies as part of a project submittal.
 - iv. Expense of specialized processing and managing of information and correspondence for the project. Cost of copies required for the project.
 - v. Expense of photography and photocopying.
 - vi. Expense of renderings, models, mockups and specific artwork and graphics for the project.
 - vii. Expense of advertising, purchasing of information, reports and data necessary for project work.
 - viii. Computer expenses.
 - ix. Expenses of logistical support of meetings such as hall rental and video equipment rental.
 - x. Expenses of media related presentation material.
 - xi. Laboratory testing.
 - xii. Site testing and data gathering expense.
 - xiii. Expenses of specialized equipment required for the project.
 - xiv. Expenses of specialized professional or other services required for the project.

- xv. Subconsultant/subcontractor expense.
- xvi. Mail Expense.
- b. *Extraordinary Reimbursable Expenses*: Extraordinary Reimbursable Expenses shall be expenditures made in the interests of the Project which must be pre-approved in writing and which are listed in Attachment E, Table E4 (and included as part of Other Direct Costs in Attachment E, Table E2). Identification and inclusion of Extraordinary Reimbursable Expenses in Attachment E, Table E4 does not constitute preapproval by the Authority. Extraordinary expenses which may be considered reimbursable are identified in Attachment E, Table E4 and may include:
 - i. Expense of certain relocation of personnel and travel consistent with MWRA policy, if approved and dedicated to the project including:
 - (1) Relocation of personnel to the project area. The amount paid will not exceed 25% of the annual current salary for the individual.
 - (2) Regularly scheduled travel to the project area.
 - (3) Temporary Duty. The amount paid will not exceed 25% of the annual current salary for the individual.
 - (4) Limited Term Duty. The amount paid will not exceed 25% of the annual current salary for the individual.
 - ii. Air and long distance travel within the United States.
 - iii. Overseas travel.
 - iv. Geotechnical investigations.
 - v. Expense of overtime premiums for non-exempt personnel to the extent budgeted in the cost proposal as an Extraordinary Other Direct Cost and if approved by the Authority.
 - vi. Allowances.
- c. *Other Direct Costs Which Will Not Be Considered for Reimbursement Include*:
 - i. Markups on subconsultant/subcontractor compensation or on Other Direct Costs.
 - ii. Audit expense.
 - iii. Meals, unless overtime is required by the Authority, or during approved travel.
 - iv. Routine commuting costs to employee's regular work site within the Boston Metropolitan area.

- v. Expense of meeting the Authority's insurance requirements.
- vi. Expense of Massachusetts Sales Taxes. Upon presentation of the MWRA's Exemption Certificate, available through the MWRA Project Manager, the Consultant will be exempted from the payment of sales taxes.

C. Task 1 and 2: Cost Plus Fixed Fee basis up to a Guaranteed Maximum Price

1. Compensation for Tasks 1 and 2 in the Scope of Services shall be for all Direct Labor Costs, Indirect Costs, and Other Direct Costs, incurred in or directly attributable to the performance of the Scope of Services for Task 1 and 2, plus a Fixed Fee, up to a GMP.
2. Guaranteed Maximum Price (GMP): The GMP for Task 1 and the GMP for Task 2 is the maximum amount of compensation which may be payable for completion of all services under each task, including, but not limited to, all labor and Other Direct Costs, up to the amounts listed in the Attachment E tables. On this basis, the Consultant guarantees completion of Tasks 1 and 2 set forth in the Scope of Services to the satisfaction of the Authority for not more than the GMP specified for each task. The Consultant shall not bill the Authority for additional reimbursement beyond the GMP amount for Task 1 or 2.
3. Fixed Fee: Except as noted in this section and except as set forth in below and in Section II.G (Audit) the Fixed Fee is a settled amount which does not vary with changes in Direct Labor, Indirect Costs, or Other Direct Costs. The shall be paid a Fixed Fee of \$[REDACTED] for Task 1 and 2.
 - a. The Authority shall make monthly partial payments of the Fixed Fee at a rate computed at the applicable percentage(s) listed under Section II.G (Audit) times the actual direct labor and indirect costs incurred during the billable cycle; provided that for purposes of computing monthly Fixed Fee payments over the term of this Agreement, the Consultant's indirect cost rate shall be the rate as described in Section II.B.2 (Indirect Cost Rate and Indirect Costs), but in no event more than 150% for home or local office services, whichever is used to determine the Indirect Cost. Upon completion of this Agreement the entire Fixed Fee, as adjusted, will be due to the Consultant whether or not the Direct and Indirect Cost estimates are reached. If there is a substantial increase or decrease in the Scope of Services, and/or a recomputation pursuant to Section II.G (Audit), the Fixed Fee will be subject to recomputation. The provisions of this section shall apply to every subconsultant performing tasks under this Agreement.
 - b. The Fixed Fee may be adjusted only under the following conditions:
 - i. A substantial increase in the Scope of Services in Task 1 or 2;
 - ii. A substantial decrease in the Scope of Services for Task 1 or 2; or
 - iii. A recomputation pursuant to Section II.G (Audit).

D. Task 3 and 4: Cost Plus Percentage Fee basis up to a Not-to-Exceed Amount

1. Compensation for all tasks in the Scope of Services shall be for all Direct Labor Costs, Indirect Costs, and Other Direct Costs, incurred in or directly attributable to the performance of the services, plus a Percentage Fee for Tasks 3 and 4, up to a Not-To-Exceed Amount.
2. Percentage Fee: The Consultant shall be paid a maximum Percentage Fee amount of \$_____, to the extent that the services listed under Task 3 and 4 are authorized.
 - a. The maximum Percentage Fee amount payable for these services may not be increased except by a formally executed amendment to this Agreement. **The Percentage Fee is not a settled amount and will vary depending on the actual hours of work satisfactorily performed.**
 - b. The Authority shall make monthly partial payments of the Percentage Fee at a rate computed at _____% times the actual direct labor and indirect costs incurred during the billable cycle as authorized above; provided that for purposes of computing monthly Percentage Fee payments for these services over the term of this Agreement, the Consultant's indirect cost rate shall not exceed a rate of _____% for home or local office services and _____% for field office services, subject to adjustment based upon applicable sections of Section II.B.2, but in no event more than 150% for home or local office services, or more than 125% for field services.
 - c. The provisions of this section shall apply to every subconsultant performing services in Task 3 or 4.
 - d. The Percentage Fee may be adjusted only under the following conditions:
 - i. An increase in the Direct Labor level of effort authorized by the Authority to perform services in Task 3 or 4;
 - ii. A decrease in the Direct Labor level of effort authorized by the Authority to perform services in Task 3 or 4; or
 - iii. A recomputation pursuant to Section II.G (Audit).
3. Pre-determined Levels of Effort (PDLE): The Authority has specified a PDLEs in Tasks 3 and 4 as follows:

Task	PDLE
Task 3.2 – Submittals	250 Submittals/2,000 hours
Task 3.3 – Respond to RFIs and Non-Conformance Reports	100 RFIs/800 hours
Task 3.4 – Technical Support to Construction	250 hours
Task 3.5 – Technical Support for PCOs and Cos	25 Proposed Change Orders (PCO) and 10 Change Orders (CO) /280 hours
Task 4 – Resident Engineer/Resident Inspector	3,300 Hours for Resident Engineer and 2,200 hours for a Resident Inspector

E. Allowances (Task 5 and Task 6)

The parties hereto expressly agree that Allowances shall be carried as an Extraordinary Other Direct Cost in all appropriate tables. If an Allowance without an expressly defined Scope of Services is included in this Agreement, it can only be expended by:

- a. an Amendment to this Agreement which specifies the Scope of Services to be performed and the dollar amount to be paid; or
- b. execution of a Task Order specifying the scope of the work to be performed and the cost consistent with the compensation terms of this Agreement and any Task Orders issued pursuant thereto. If authorized by Task Order, compensation shall be established on a lump sum basis, with an estimate of work hours and staff costs, unless agreed to otherwise.

F. Modifications/Scope Changes

1. General: The parties agree that in unusual or unforeseen circumstances, the method for determining fee, fixed or percentage, may be changed in writing by mutual agreement for specific tasks or subtasks.
2. Task 1 and 2: No price increases will be granted to compensate the Consultant for completing the original Scope of Services for Task 1 or for Task 2 except as specified in this section. The GMP for each Task is the maximum compensation that the Consultant may earn upon satisfactory completion of those services as determined by the Authority. The GMP will not be modified for any reason, except if changes to the original Scope of Services for Task 1 and/or Task 2 are needed to properly complete the Project. To the extent that such changes increase or decrease the level of effort or other direct costs, the GMP may be modified by mutual agreement. To be effective, all scope/price changes in this section must be pre-authorized by the Authority in writing and must be set forth in an Amendment to the Agreement.
3. Task 3: If the Authority and the Consultant agree that the actual cost for performing the scope of Subtask 3.1, 3.6, 3.7, 3.8 or 3.9 will exceed the maximum amount payable for said subtasks, the maximum amount payable may be increased by amendment, provided that such an increase is necessary for the proper completion of the original scope of said Subtasks. If the Authority agrees that the actual costs necessary for the proper completion of Subtasks 3.1, 3.6, 3.7, 3.8 or 3.9 will exceed the maximum amount payable, but does not agree to increase the maximum amount payable, the Consultant will not be required to incur costs in excess of the maximum amount payable.
4. Task 3 and 4: If the Authority and the Consultant agree that the actual hours for performing the scope in Subtasks 3.2, 3.3, 3.4, 3.5 or in Task 4 will exceed the PDLE specified for each subtask or task, the maximum amount payable may be increased by amendment, provided that such an increase is necessary for the proper completion of the original scope of said subtasks or task.

G. Audit

- a. The Authority reserves the right to conduct a preliminary audit review of the proposed, estimated Agreement compensation and a post-audit of costs incurred during the term of the Agreement.

- b. If the Authority conducts a preliminary audit review of the applicable cost elements (Direct Labor, Indirect Costs, Other Direct Costs and Fixed and Percentage Fee) and determines that any cost element(s) should be decreased, affected amounts and the maximum amount payable of this Agreement will be recomputed based upon the Authority's preliminary audit review findings. The Indirect Cost Rate(s) to be applied over the term of the Agreement for the Consultant and each subconsultant shall be further subject to the standards and adjustments set forth in Section II.B.2. The Consultant and each subconsultant's Fixed Fee and/or Percentage Fee shall be recomputed by multiplying the applicable rates below in this Article times the total of the recomputed Direct Labor and Indirect Costs. The Indirect Cost Rate to be used in recomputing the Fixed Fee and Percentage Fee shall be the Provisional Indirect Cost Rate established as a result of the Authority's preliminary audit review and shall be further subject to the standards and adjustments set forth in Section II.B.2, but in no event shall exceed one hundred fifty (150) percent for home or local services and one hundred twenty-five (125) percent for field services. No further adjustment will be made to the Fixed Fee or Percentage Fee after the initial preliminary audit review evaluation unless there is a change in the Scope of Services.

Firm	Fixed Fee	Percentage Fee
Consultant	Fee %	Fee %
Subconsultant #1	Fee %	Fee %
Subconsultant #2	Fee %	Fee %
Subconsultant #3	Fee %	Fee %

H. Minimum Wage Rates for Soil Exploration and Test Borings

Minimum rates of wages for work to perform soil exploration and test borings under this Agreement are predetermined by the Division of Occupational Safety, Department of Labor and Workforce Development of the Commonwealth of Massachusetts in accordance with the provisions of Sections 26 through 27H of Chapter 149 of the Massachusetts General Laws. The schedule of Minimum Wage Rates is appended to this Attachment E. Sections 26 through 27H also require, without limitation, that a legible copy of the schedule of Minimum Wage Rates be posted in a conspicuous place at the work site, that a copy of payroll records be submitted to the Authority on a weekly basis, and that a Statement of Compliance be submitted to the Division of Occupational Safety within fifteen days of completion of the work. The Weekly Payroll Report and Statement of Compliance forms are included with the schedule of Minimum Wage Rates.

[NOTE: The agreed to TABLES E-1 through Table E-5 from the highest ranked consultant, and the Minimum Wage Rates, including the Weekly Payroll Report and Statement Compliance Forms, will be attached to the resultant contract]

ATTACHMENT F

SECURITY PROVISIONS

CONFIDENTIALITY: LIMITED USE OF DOCUMENTS AND EMPLOYEE SECURITY ASSESSMENTS

1.1 It is understood and agreed by the Consultant that any documents or information provided to the Consultant by the Authority for the preparation of its proposal or for the performance of its work and preparation of its deliverables, may contain sensitive information as it relates to Authority facilities and operations. Therefore, such documents and information, as well as any deliverables developed therefrom are considered privileged and strictly confidential.

1.2 Except as required for the discharge of its duties to the Authority under this Agreement or as otherwise required by law, the Consultant shall not communicate or release any such deliverable, document, or information in any form to any third party without the prior written consent of the Authority.

1.3 The Consultant shall not use such deliverables, documents, or information other than for the performance of services under this Agreement. The Consultant shall inform all persons to whom any such deliverables, documents, or information has been or will be released of the privileged and confidential nature of such deliverable, document, or information, and shall take those steps necessary to ensure that such persons treat the deliverable, document, or information confidentially. The Authority may at its discretion require written confidentiality agreements.

1.4 Employees of the Consultant who will be performing services pursuant to this Agreement are subject to security screening requirements. The Consultant is solely responsible for screening employees and shall permit only persons who are legally employable in the United States to perform services under this Agreement. The Consultant shall not assign or permit any employee who is or may reasonably be deemed a threat to the safety or integrity of the Authority's water or wastewater systems to work in any way on the Agreement or to have access to any confidential contract information.

1.4.1 The Consultant shall verify the employee's identity by conducting a Social Security number trace and verify work authorization through E-Verify administered by the US Citizenship and Immigration Services for newly hired employees who will work on this contract. Within sixty (60) days after authorization to proceed, the Consultant shall submit a copy of its Memorandum of Understanding with the Department of Homeland Security.

1.4.2 Pursuant to Executive Order No. 481, the Consultant shall certify:

1.4.2.1 that it will not knowingly use undocumented workers in connections with the performance of the Agreement;

1.4.2.2 that pursuant to federal requirements, it shall verify the immigration status of all workers assigned to the Agreement without engaging in unlawful discrimination; and

1.4.2.3 that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

1.4.3 The Consultant must complete a background check on each of its employees within the 6-month period prior to the employee beginning work under this Agreement. The purpose of the background check is to: (a) confirm the identity of the employee, including any other names the employee may have used; and (b) determine if the employee has engaged in any behavior that may

reasonably lead one to conclude that the employee is, or may be, a threat to the integrity or safe operation of the Authority's water or wastewater systems or to the safe supply of drinking water to the Authority's communities. The background check shall include:

1.4.3.1 Verification of Social Security number through a Social Security number trace;

1.4.3.2 Verification of US citizenship or right to work legally in the United States;

1.4.3.3 Verification of professional licenses and certifications; and

1.4.3.4 Verification of valid motor vehicle operator's license, if required for job duties and responsibilities.

1.4.4 Consultant shall maintain records of background checks and make them available for Authority review upon demand.

1.5 The Authority shall have the right to examine and audit all documents and records pertinent to compliance with this Article. Failure to comply with this Article may be regarded as a material breach, subjecting the Consultant to sanctions, including but not limited to monetary penalties, withholding of payments, suspension or termination of the contract. If the Consultant fails to comply with this Article, the Authority may, without in any way limiting any other right it may have at law or under this Agreement, terminate this Agreement for cause immediately upon written notice to the Consultant. In any event, the Consultant shall be liable for any and all damages sustained by the Authority arising out of, or in any way connected to, the Consultant's failure to comply with the provisions of this Article.

1.6 The Consultant shall include the provisions of this Article in any subcontract, consultant agreement or purchase order placed for services to be performed hereunder.

1.7 The provisions of this Article shall survive any termination or expiration of this Agreement.

ATTACHMENT G

SAMPLE TASK ORDER FORMAT

MASSACHUSETTS WATER RESOURCES AUTHORITY

MWRA CONTRACT NO. _____

TASK ORDER NO. _____

This Task Order, upon approval by the Massachusetts Water Resources Authority (the "Authority") and _____ (the "Consultant"), shall become part of the Contract between the Authority and the Consultant for _____ [services] dated _____, [YEAR], and shall be designated as Task Order No. _____.

A. AUTHORIZATION

In accordance with the Contract between the Authority and the Consultant (Contract No. _____), the Consultant is authorized to perform services as described in Task Order No. _____ for:

Total Task Order Compensation: \$ _____

This Task Order No. _____ is effective from _____ through _____.

Under no circumstances shall services to be performed under this Task Order be authorized for a period which extends beyond the term of Contract No. _____.

B. SUMMARY DESCRIPTION

The Summary Description of services to be performed under Task Order No. _____ is as follows:

C. RESOURCES ALLOCATION/LEVEL OF EFFORT

It is planned to utilize the following firms under Task Order No. _____ in accordance with the following distribution and level of effort:

Firm/Subconsultant	Level of Effort (hours)	Amount
TOTALS		

D. ASSUMPTIONS

(general working assumptions)

E. SCOPE OF SERVICES

The Scope of Services to be performed under this Task Order No. _____ include Task(s) related to _____ and is defined as follows:

F. DELIVERABLES

The Deliverable product(s) to be produced under this Task Order No. _____ are defined as follows:

G. SCHEDULE

The schedule for completion of each task shall be as follows:

H. REIMBURSEMENT

Reimbursement for services performed under Task Order No. __ shall be subject to the Contract Provisions and Attachment E to the Contract. The total reimbursement for Task Order No. __ is set forth and subdivided as follows:

Name	Labor Classification	Hours	Rate	Total
Total Labor Amount:				

Allowable Reimbursable Expenses	Cost
<u>Total Reimbursable Expenses:</u>	

Total Task Order Amount: \$ _____

I. TOTAL CONTRACT BUDGET TO DATE

Task Orders to Date	Cost
TASK ORDER No. 1	
TASK ORDER No. 2	
(Add as required)	
Total All Task Orders:	

J. AGREEMENT

The scope, schedule, and reimbursement set forth above is hereby agreed to this ____ day of [MONTH], [YEAR].

Massachusetts Water Resources
Authority

Consultant

Date

Date

ATTACHMENT H

BENEFICIAL OWNERS, PROFESSIONAL REGISTRANTS, EXISTING GOVERNMENT CONTRACTS

Attach additional sheets if necessary to complete any of the following information.

1) Consultant's Beneficial Owners

CORPORATION: (Names of Officers and Shareholders of Corporation, including their titles)

_____	_____
_____	_____
_____	_____

PARTNERSHIP: (Names of all Partners):

_____	_____
_____	_____
_____	_____

INDIVIDUAL (Name of Owner):

2) Professional Registrants

<u>Name</u>	<u>Title</u>	<u>Mass. Registration</u>
-------------	--------------	---------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The above information must be completed to comply with the provisions of General Laws Chapter 7C, s. 44. Programmers and construction managers are not required to be registered under s. 44.

Consultant warrants that the Massachusetts registered principal of the Consultant responsible for the project is:

Name

3) Existing Government Contracts

Contract Description & Awarding Authority	Present Status % Design/Construction	Fee Received	Total Fee Anticipated
--	---	-----------------	--------------------------

By signing below, I certify on behalf of Consultant, under the pains and penalties of perjury, that the information in this Exhibit is accurate, complete, and current:

Consultant: _____

By: _____

(duly authorized)

Print Name: _____

Date: _____

**Massachusetts Water Resources Authority
Consultant Disclosure Statement (CDS)**

Version: October 2011

If this is an annual filing, complete Sections 1 & 2. If your firm is either the prime consultant or a subconsultant on a team that is first ranked, check the basis of compensation for your new contract and complete the applicable sections for your firm. The prime consultant is responsible to ensure that each of its subconsultants submit its own form. If your firm has been first ranked for a new contract, and has a current annual CDS on file, please check off the block below, sign the certification, and provide only the additional or changed information required. This CDS should be submitted to the Internal Audit Department of the MWRA at 100 1st Avenue, Boston, MA 02129.

Reason for Submittal (check)

Annual Filing _____

First Ranked _____ (Specify Project Name & Contract Number) _____

Current annual CDS already on file ☐

Basis for Compensation (check)

Lump Sum _____

Cost Plus Fixed/Percentage Fee (CPFF/CPPF) _____

Multiplier _____

Single Hourly Rate (SHR) _____

Unit Price _____

Other _____

Complete Sections

1 & 2

1 & 2

1, 2 & 3

1 & 3

1 & 3

1, 2 & 3

Certification

I certify that all information furnished on this form and all attached is current, complete and accurate.

Signature of Submitting Official

Title

Date

Section 1:

Background Information

Name of Firm: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person & Title: _____

Telephone: _____ Fax: _____ E-Mail: _____

Type of Entity (check) C-Corp ____ S-Corp ____ LLC/LLP ____ Partnership ____ Sole Proprietor ____

Division* ____ Subsidiary* ____ MBE Firm ____ WBE Firm ____

*Name of Parent Organization: _____

Name & Address of CPA Firm: _____

CPA Level of Service: Financial Statement: Audit ____ Review ____ Compilation ____

(check) Indirect Cost Rate: Audit ____ Review ____ Compilation ____

Basis of Accounting (check): Accrual ____ Cash ____ Modified Cash ____ Income Tax Basis ____

Specify all Federal or State Agencies Performing Indirect Cost Rate Audits/ Reviews:

Section 1 (continued)

General Information	Requested Data			
The information being provided is based on the firm's fiscal year (FY) ending:				
What are the firm's total sales for that fiscal year?				
What percentage of total sales was billed to the MWRA?				
What is your firm's total direct labor for that FY?				
What percentage of direct labor was billed to the MWRA?				
If you firm rents or leases space from a related party, provide the name of the related party.				
Employee Information	Requested Data			
How many total employees does your firm have?				
How many full time employees?				
How many part time employees?				
How many temporary employees?				
How many owners or stockholder does the firm have?				
How many employees earn over \$100,000?				
Timekeeping/Job Cost	Yes	No	N/A	Requested Data
Does the firm include the cost of temporary employees in the direct labor base for the purpose of calculating an indirect cost rate?				
Do employees record all direct and indirect time on manual time sheets?				
Do employees record all direct and indirect time on electronic time sheets?				
Does the firm have a manual job cost system?				
Does the firm have a computerized job cost system? If yes, provide the name of the software.				
Compensation Policies				
Does the firm have a written compensation policy?				
Does the firm have a written bonus policy?				
Does the firm have a profit sharing plan?				
Does the firm have an Employee Stock Ownership Plan (ESOP)?				
Does the firm calculate Facilities Capital Cost of Money?				
<i>Note: An ESOP or FCCM calculation may not be reimbursable if it was not included as a cost element in the indirect cost pool originally proposed for a specific contract.</i>				
Other Direct Costs				
Does the firm charge clients an hourly rate for computer usage? If yes, provide the rate per hour.				
Does the firm charge clients an hourly rate for CADD? If yes, provide the rate per hour.				
Does the firm charge clients copy charges? If yes, provide the cost per copy.				
Are logs maintained to record all computer or CADD usage?				
Are hourly computer, CADD or copy charges adjusted annually to reflect actual costs?				
Are costs supporting hourly charges excluded from the indirect cost pool?				
Are clients directly refunded hourly over charges?				
Is revenue received from hourly charges credited to the indirect cost pool?				

Section 1 (continued)

Contract Summary – Please provide the requested contract information for all MWRA contracts that your firm is currently performing, or has performed over the last 5 years.

MWRA Contract No.	Project Name	Prime (P) or Sub (S)	Contract/ Subcontract Amount	Start Date	End Date	Direct Labor Billed for most recent FY

Direct Labor - Reconcile your firm's labor classifications with the labor classifications specified in the MWRA Request for Proposals (RFP).

MWRA Labor Classification	Firm's Labor Classifications used for MWRA Classification
Manager	
Project Engineer	
Engineer	
Design Specialist	
Office Technician	
Clerical	

Section 2:

Indirect Cost Rate - The consultant is responsible for supporting the proposed indirect cost rate, and removing all unallocable and unallowable indirect expenses and direct costs from the indirect cost pool in accordance with Part 31 of the Federal Acquisition Regulations (FAR). For further guidance refer to the MWRA Internal Audit Contract Cost Principles Guide. The consultant should attach detailed calculations of its rate(s) for the most recently completed fiscal year as reviewed or audited by your CPA firm, or federal/state cognizant audit agency. If not available, attach internally prepared schedules using the format on the following page.

Section 3: Multiplier, Single Hourly Rate, Unit Price or Other Pricing for Contracts

For single hourly rate and unit price contracts, the firm should be able to demonstrate a substantial history of sales to the general public at, or higher than, the rates proposed. In general the MWRA would expect most favored customer status considering the term (length) and commitment (fixed vs. indefinite quantity) of the MWRA contract in relation to other clients.

Multiplier - Actual hourly rates paid to each direct charge employee are multiplied by a factor that recoups indirect cost and profit and results in a billing rate for each employee.	
	Requested Data
What is your firm's proposed multiplier rate?	
What is the fee percentages used in the calculation of the multiplier?	

Single Hourly Rate – A consultant may bill a SHR. Consultants that use a SHR typically do not calculate an indirect cost rate The single hourly rate includes compensation for labor, indirect costs and profit.	
	Requested Data
How many years has your firm been in business?	
Is your primary business location also your residence?	
Provide the number of hours billed to all clients at the rate proposed during the last two fiscal years.	
Provide the range of hourly rates charged to all clients during the last two fiscal years.	
Does your firm prepare an indirect cost rate routinely?	

Unit Price – The firm charges the client for each unit of service provided. Examples include a price per laboratory test, or a price per foot of drilling.	
	Requested Data
Does your firm publish a commercial price list for the types of services to be provided. If yes, provide a copy of all applicable pages from the price list.	
Provide the number of units billed to all clients for similar services at the rate proposed during the most recently completed fiscal years.	
Provide the range of unit prices charged to all clients for similar services during the most recently completed fiscal year.	

Other Pricing – Please Describe

Consultant warrants that the Massachusetts registered principal of the Consultant responsible for the project is:

Name

3) Existing Government Contracts

Contract Description & Awarding Authority	Present Status % Design/Construction	Fee Received	Total Fee Anticipated
--	---	-----------------	--------------------------

By signing below, I certify on behalf of Consultant, under the pains and penalties of perjury, that the information in this Exhibit is accurate, complete, and current:

Consultant: _____

By: _____

(duly authorized)

Print Name: _____

Date: _____

RFQ/P ATTACHMENT C

CERTIFICATION

Minimum Standards for Child Care Tuition Assistance and On-Site or Near-Site Subsidized Child Care Placements.

Chapter 521 of the Acts of 1990 as amended by Chapter 329
of the Acts of 1991 (102 Code of Massachusetts Regulations
12.00)

MWRA Contract No. _____ **Contract Title:** _____

_____.

Contractors/Bidders must check either Block 1 (“Exempt Employer”) or block 2 (“Qualified Employer”) and sign. This Certification is a condition of award and shall become part of the Contract Documents. If Contractor/Bidder is neither “Exempt” nor “Qualified”, notify the Authority immediately.

1. Exempt Employer:

☐

The undersigned hereby certifies that, as of the date of award of the contract, it employs fewer than 50 full-time (35 hours per week) employees.

2. Qualified Employer:

☐

The undersigned hereby certifies that it has 50 or more full time employees, and has established a dependent care assistance program (“DCAP”) which may be cafeteria plan whose benefits include a DCAP or offers its employees child care tuition assistance or on-site or near-site subsidized child care placements.

(Print Name of Bidder)

By: _____
(Signature of Authorized Agent)

Print Name/Title of Authorized Agent)

(Date)

RFQ/P ATTACHMENT D

**Statement of Doing Business in or with Northern Ireland
pursuant to M.G.L. C.7, §22C-F**

The undersigned, being an authorized representative of the Consultant, hereby states and certifies that:

(Check one)

- 1.) _____ The Consultant does not employ ten or more employees in an office or other facility located in Northern Ireland
- 2.) _____ The Consultant does employ ten or more employees in an office or other facility located in Northern Ireland and certifies that:
- A) the Consultant does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and
 - B) the Consultant promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and
 - C) the Consultant confirms that it is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- 3.) _____ The Consultant does not certify to 2 A-C above.

Signed under the pains and penalties of perjury this ____ day of _____, 20____.

By: _____

(Print Name)

(Name of Firm)

RFQ/P ATTACHMENT G

CERTIFICATE OF NON-COLLUSION

The undersigned, being an authorized representative of the Proposer, hereby states and certifies under the pains and penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

BY _____

PRINT NAME _____

TITLE _____

BUSINESS OR ENTITY NAME _____

DATE _____