



HALEY & ALDRICH, INC.
465 Medford St.
Suite 2200
Boston, MA 02129
617.886.7400

18 November 2020
File No. 133815-003

Cambridge Redevelopment Authority
255 Main Street, 8th Floor
Cambridge, Massachusetts 02142

Attention: Thomas Evans
~~Executive Redevelopment Officer~~

Subject: Proposal for Design Phase Services
93-99 Bishop Allen Drive
Cambridge, Massachusetts 02139

Approved

Executive Director

Ladies and Gentlemen:

Haley & Aldrich, Inc. (Haley & Aldrich) is pleased to submit this proposal to provide design phase consulting services in support of the planned renovation of the existing four-story building located at 93-99 Bishop Allen Drive, at the corner of Essex Street and Bishop Allen Drive in Cambridge, Massachusetts (subject site).

Project Understanding and Background

STV|DPM has requested a proposal on behalf of the Cambridge Redevelopment Authority (CRA) in support of geotechnical seismic design and support of the stormwater infiltration design by others in connections with the planned structural and other renovations.

The 8,862 sq ft property is occupied by a four-story brick commercial building with a walkup first floor and a half level below grade. Surrounding land use is commercial and residential. A limited area of paved parking is accessed from Essex Street.



Haley & Aldrich conducted an ASTM Phase I Site Assessment on behalf of the CRA in June 2019. No Recognized Environmental Conditions (RECs) were noted and no previous commercial or industrial use was identified.

Scope and Costs

Haley & Aldrich's scope of services and associated costs are summarized in the table below.

Scope Item	Description	Type	Cost
1. Geotechnical Design and Consultation	Arrange for and conduct one test boring to determine the subsurface conditions for seismic site classification. Install a well in the completed borehole to assist in stormwater design. Prepare a memorandum with the results of the exploration and our recommendations.	Lump Sum	\$10,000
2. Environmental Sampling and Soil Disposal	Collect one sample of soil from a depth of 0 to 5 ft for submittal to a laboratory for the typical soil disposal acceptance parameters at Massachusetts Landfills. Prepare a memorandum summarizing the test results and recommendations for soil classification and disposal.	Lump Sum	\$5,000
TOTAL:			\$15,000

Notes & Assumptions:

1. Assumed that boring and well installation will be conducted in one day and that work can begin at 7AM with non-union labor.
2. Assumes that soil will not be classified as a Remediation Waste subject to management under the Massachusetts Contingency Plan (MCP).

Schedule

We will provide a draft copy of the geotechnical and environmental memorandums two weeks following the completion of the test boring and associated soil sampling.

Authorization

Consulting services will be provided in accordance with our "Standard Terms and Conditions" dated 2013 which are integral to this proposal. We understand that the CRA will issue a Consultant Services Agreement to be executed with this scope and Standard Terms and Conditions as attachments.

Closing

Thank you for inviting Haley & Aldrich to submit this proposal. We look forward to our association with you on the project. Should you have any questions regarding the proposal, please do not hesitate to contact us.

Sincerely yours,
HALEY & ALDRICH, INC.



Abigail N. Kerrigan
Project Manager



Keith E. Johnson, P.E. (RI), LSP
Technical Expert

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c: Robert Labrecque; STV|DPM

Attachments:

Proposed Boring Location Plan
Standard Terms and Conditions, 2013



BOHLER
SITE CIVIL AND CONSULTING ENGINEERING
LAND SURVEYING
PROGRAM MANAGEMENT
LANDSCAPE ARCHITECTURE
SUSTAINABLE DESIGN
TRANSPORTATION SERVICES

REV.	DATE	REVISIONS
1	1/20/2020	ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL

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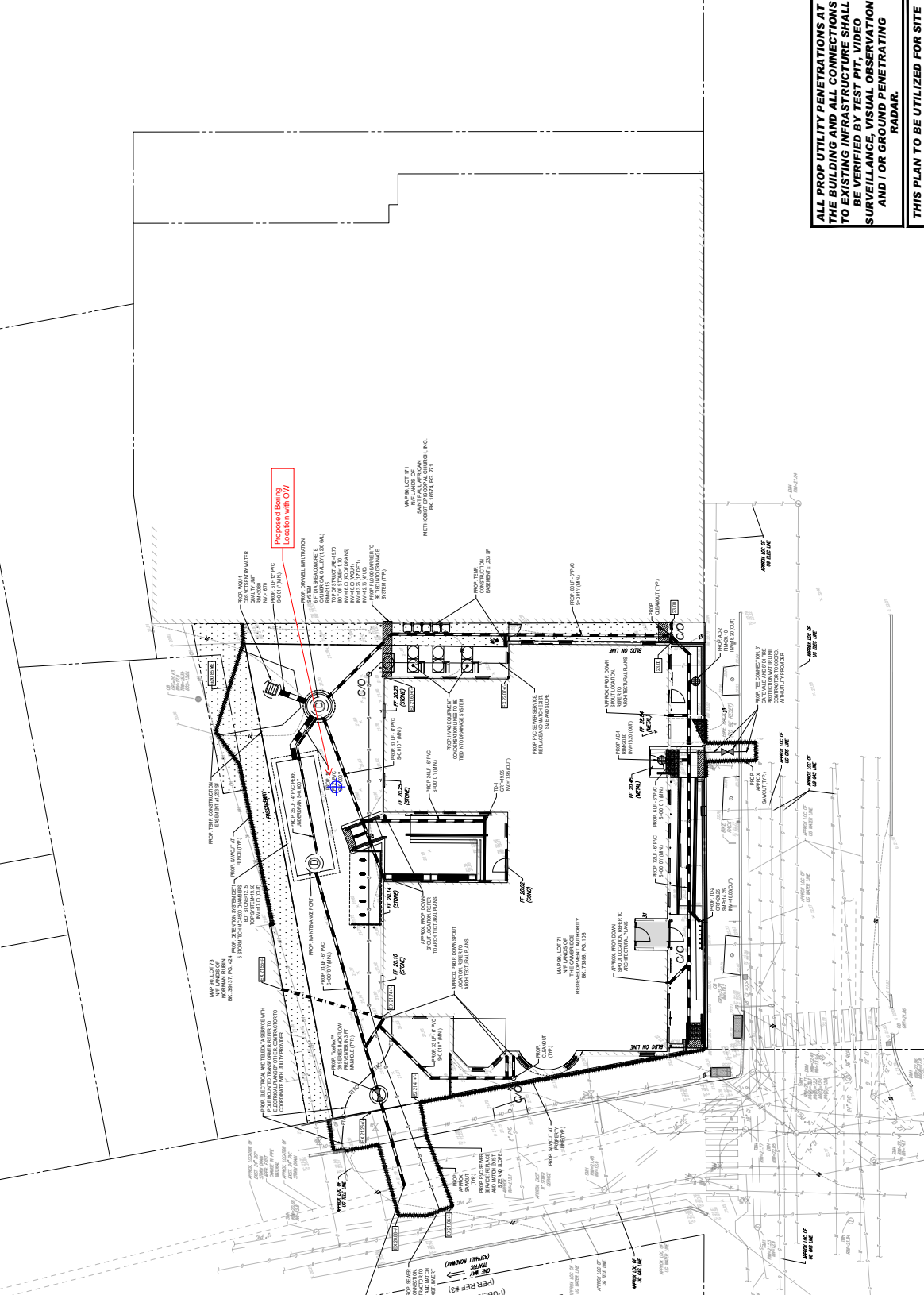
ISSUED FOR MUNICIPAL & AGENCY REVIEW & APPROVAL
PROJECT NO.: 20001234
CHECKED BY: J.M. JOHNSON
DATE: 1/20/2020

PROPOSED SITE PLAN DOCUMENTS
FOR
SILVERMAN TRYKOWSKI ASSOCIATES
BUILDING RENOVATIONS
PROJECT NO.: 20001234
9999 BISHOP ALLEN DRIVE
MIDDLESEX COUNTY, MASSACHUSETTS

BOHLER
182 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
Phone: (508) 485-9900
www.BohlerEngineering.com

J.M. JOHNSON
PROFESSIONAL ENGINEER
REG. NO. 1000000000

GRADING, DRAINAGE & UTILITY PLAN
SHEET NUMBER: **C-401**
REVISION 1 - 1/20/2020



BISHOP ALLEN DRIVE
(F.K.A. AUSTIN STREET)
(PUBLIC-48' WIDE)
(PER REF #3)
← TRAIL WAY
← ASPHALT ROADING

ESSEX STREET
(PUBLIC-48' WIDE)
(PER REF #3)
← TRAIL WAY
← ASPHALT ROADING

Proposed Boring Location Plan

ALL PROP UTILITY PENETRATIONS AT THE BUILDING AND ALL CONNECTIONS TO EXISTING INFRASTRUCTURE SHALL BE VERIFIED BY VISUAL OBSERVATION AND / OR GROUND PENETRATING RADAR.

THIS PLAN TO BE UTILIZED FOR SITE GRADING, DRAINAGE & UTILITY PURPOSES ONLY. REFER TO GENERAL NOTES SHEET FOR ADDITIONAL GRADING & UTILITY NOTES

Scale: 1" = 10'-0"

1. **INTRODUCTION.** These Standard Terms and Conditions, together with the accompanying proposal and any attachments thereto ("Proposal"), constitute the Agreement between Haley & Aldrich, Inc., including its affiliates and subsidiaries ("Haley & Aldrich"), and the entity or person to whom the proposal is addressed ("Client") for the project at the project site ("Site") as may be referenced in the Proposal.
2. **PERFORMANCE OF SERVICES.** Client agrees that Haley & Aldrich has been engaged to provide professional services only, and that Haley & Aldrich does not owe a fiduciary responsibility to Client. Haley & Aldrich's services will be performed in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances ("Standard of Care"). No other warranty, expressed or implied, is included or intended by this Agreement.
3. **CLIENT RESPONSIBILITIES.** Except as otherwise agreed, Client will secure the approvals, Site access, permits, licenses and consents necessary for performance of Haley & Aldrich's services under this Agreement. Client shall provide Haley & Aldrich with a plan delineating the boundaries of the Site and all documents, reports, surveys, plans, drawings, information concerning known or suspected Site conditions, above and below ground, information related to hazardous materials or other environmental or geotechnical conditions at the Site, utility information and other information that is reasonably foreseeable to be pertinent to Haley & Aldrich's services under this Agreement. If Client is not the owner of the Site, Client will make all reasonable attempts to obtain these same documents and provide them to Haley & Aldrich. Unless otherwise agreed to in writing by Haley & Aldrich, Haley & Aldrich shall be entitled to rely on documents and information Client provides.
4. **PAYMENT.** Invoices will generally be submitted monthly. Payment will be due within thirty (30) days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. In the event Haley & Aldrich must engage counsel to enforce overdue payments, Client will reimburse Haley & Aldrich for all reasonable attorney's fees and court costs.
5. **INSURANCE.** Haley & Aldrich will maintain: workers' compensation insurance as required under the laws of the state in which the services will be performed; commercial general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; automobile liability insurance with a combined single limit of \$1,000,000 per occurrence; professional liability insurance in the amount of \$1,000,000 per claim and in the aggregate; and contractor's pollution liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate. Haley & Aldrich will furnish Client with a certificate of insurance evidencing the coverages listed above.
6. **OWNERSHIP OF DOCUMENTS AND PROCESSES.** All documents and all processes created, prepared, or furnished under this Agreement by Haley & Aldrich are its instruments of service and all ownership and copyright rights of the same shall remain with Haley & Aldrich. Client may make and retain copies of Haley & Aldrich's instruments of service, opinions, or reports or otherwise related documents ("Instruments of Services") for the project at the Site. Any reuse or modification of Haley & Aldrich's Instruments of Services without written verification or adaption by Haley & Aldrich for the specific purpose intended shall be at Client's and/or any third party's sole risk and without liability or legal exposure to Haley & Aldrich. Client shall indemnify, defend, and hold harmless Haley & Aldrich from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Client agrees that any such verification or adaptation of Haley & Aldrich's documents and processes shall entitle Haley & Aldrich to all just and proper compensation.
7. **SUSPENSION OF WORK AND TERMINATION.** Client may, at any time, suspend further work by Haley & Aldrich or terminate this Agreement. Suspension or termination shall be by written notice effective three (3) business days after receipt by Haley & Aldrich. Client agrees to compensate Haley & Aldrich for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants, and vendors. Client acknowledges that its failure to pay all invoices on time and in full may result in a suspension of services. In the event of a suspension of services due to Client's failure to pay all invoices on time and in full, Haley & Aldrich shall have no liability to Client for delay or damage to Client or others because of such suspension of services.
8. **FORCE MAJEURE.** Except for Client's obligation to pay for services rendered, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated Site or subsurface conditions, explosion, war, terrorism, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation.

9. SUBSURFACE RISKS. Client recognizes that inherent risks occur in the exploration and evaluation of subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and personnel under the direction of a professional performing in accordance with the Standard of Care, may fail to detect certain underlying conditions. Conditions that Haley & Aldrich may infer to exist between sampling points may differ significantly from those that actually exist. Client also recognizes that due to natural occurrences or direct or indirect human intervention at or near the Site, actual conditions may change with passage of time.
10. DISCLOSURE OF HAZARDS (RIGHT-TO-KNOW). Haley & Aldrich will take reasonable precautions for the health and safety of Haley & Aldrich's employees while at the Site. Client will obtain from Site owner, and others as applicable, and furnish to Haley & Aldrich, prior to Haley & Aldrich beginning services under this Agreement, all available information concerning Site conditions, including, but not limited to: subsurface conditions, oil, hazardous material, toxic mold and biological conditions, radioactive or asbestos material in, on or near the Site. If such a material or condition is discovered that had not been disclosed to Haley & Aldrich, then, upon notification, Client and Haley & Aldrich shall seek an equitable adjustment to be made to this Agreement. In addition, Client agrees to assume all liability and shall indemnify, defend and hold Haley & Aldrich harmless from any claims, losses, liabilities or damages arising out of personal injury or death resulting from such hazardous material or condition.
11. PUBLIC RESPONSIBILITY. Client acknowledges that Client or the Site owner, as the case may be, is now and shall remain in control of the Site for all purposes at all times. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the Site that may present a potential danger to public health, safety, or the environment and as required by applicable statutes and/or regulations and as required by applicable statutes and/or regulations.

Notwithstanding the provisions of the foregoing, Haley & Aldrich will comply with subpoenas; judicial orders or government directives; federal, state, county, and local laws, regulations, and ordinances; and codes regarding the reporting to the appropriate public agencies of findings with respect to potential dangers to public health, safety, or the environment. Haley & Aldrich shall have no liability to Client or to any other person or entity for reports or disclosures made in accordance with such requirements.

12. SAMPLES. Samples of soil, rock, water, waste, or other materials collected from the Site may be disposed of sixty (60) days from sampling date unless Client advises otherwise in writing or unless applicable law requires their retention. Haley & Aldrich will dispose of such samples with a qualified waste disposal contractor. Client shall pay all costs associated with the storage, transport, and disposal of samples, and agrees to indemnify, defend and hold Haley & Aldrich harmless for any liability arising therefrom. If samples must be stored by Haley & Aldrich for longer than sixty (60) days from sampling date, Client shall pay all costs associated with the additional storage time. Client recognizes and agrees that Haley & Aldrich is a bailee and assumes neither title to said waste or samples nor any responsibility as generator of said waste or samples.
13. CONFIDENTIALITY. Haley & Aldrich will hold confidential all business and technical information obtained or generated in performing of services under this Agreement. Haley & Aldrich will not disclose such information without Client's consent except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order, statute, law, or governmental directive; and/or (4) protection of Haley & Aldrich against claims or liabilities arising from the performance of services under this Agreement. Haley & Aldrich's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.
14. HAZARDOUS MATERIALS. Before any hazardous or contaminated materials are removed from the Site, Client shall sign manifests naming Client as the Generator of the waste (or, if Client is not the Generator, Client will arrange for the Generator to sign the manifest). Client shall select the treatment or disposal facility to which any waste is taken. Haley & Aldrich shall not be the Generator, Owner, Arranger, Operator, nor will it possess, take title to, or assume any legal liability for any hazardous or contaminated materials at or removed from the Site. Haley & Aldrich shall not have responsibility for or control of the Site or of operations or activities at the Site other than its own. Haley & Aldrich shall not undertake, arrange for or control the handling, treatment, storage, disposal, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than laboratory samples it collects or tests (which shall be returned to Client for disposal). Client agrees to defend, indemnify and hold harmless Haley & Aldrich for any costs or liability incurred by Haley & Aldrich in defense of or in payment for any legal actions in which it is alleged that Haley & Aldrich is the Owner, Operator, Generator, Arranger, Treater, Storer or Disposer of hazardous waste. Capitalized terms used herein shall have the meanings assigned to them in RCRA and CERCLA.

15. SERVICES DURING CONSTRUCTION. Haley & Aldrich shall not, during construction Site visits, shop drawing review, or as a result of observations of construction work, supervise, direct, or have control over any contractors' means, methods, work sequences or procedures of construction selected by contractors. Haley & Aldrich shall not be liable for any of contractors' work, safety precautions or programs incident to contractors' work. Haley & Aldrich shall not have any liability whatsoever for any failure of contractors to comply with any laws, rules, regulations, ordinances, codes or orders. Haley & Aldrich neither guarantees nor warrants the performance of any contractors' work, and does not assume responsibility for any contractors' failure to furnish any labor, materials, equipment or related work in accordance with any agreement or contract documents.
16. RELIANCE. Haley & Aldrich's Instruments of Services, which when rendered pursuant to this Agreement, are prepared solely for Client and made available to Client only for the purpose set forth in the Proposal. Client acknowledges and agrees that the unauthorized use of, or reliance upon, Haley & Aldrich's Instruments of Services by any other party, or for any other project or purpose, shall be at Client's sole risk and without any liability to Haley & Aldrich, except and unless the Client obtains the prior written authorization of Haley & Aldrich. Client agrees to indemnify, defend, and hold Haley & Aldrich harmless to the fullest extent permitted by law for any claims, losses, or damages allegedly suffered by third parties due to the unauthorized reliance on any of Haley & Aldrich's Instruments of Services provided hereunder.
17. THIRD-PARTY RELIANCE. Environmental site assessment ("ESA") reports prepared by Haley & Aldrich are for the sole and exclusive use of its Client. Any third-party and each of their respective successors and assigns ("Relying Parties") may not rely on Haley & Aldrich's ESAs without the prior written authorization of Haley & Aldrich in the form outlined below. Haley & Aldrich may authorize third-party reliance by providing reliance letters to third party(ies) only with regard to ESA reports prepared for its Client, provided the Relying Party(ies) agree: (1) to use the ESA report only for the purpose of assessing the potential or existing environmental contamination liabilities associated with real property; (2) to be bound by the terms and conditions and limitations contained herein and in the ESA report; (3) to accept the form and substance of Haley & Aldrich's reliance letter; and (4) to deliver to Haley & Aldrich a signed copy of a reliance letter by an authorized representative of the Relying Party, within 30 days after said reliance letter is provided to the Relying Party, signifying the Relying Parties' acceptance of these terms and conditions. Upon Haley & Aldrich's receipt of the signed reliance letter by the Relying Party(ies), the Relying Party(ies) will be authorized to rely on Haley & Aldrich's ESA for the limited purpose of identifying potential or existing environmental contamination liabilities associated with real property. Notwithstanding anything contained herein, Haley & Aldrich shall not be liable for any claim or damage arising from environmental contamination liabilities that occurred on the subject property after the effective date of the ESA. Likewise, Haley & Aldrich shall not be liable for any existing or future property owner's failure to satisfy any continuing obligation for CERCLA liability protection or under the Federal Environmental Protection Agency's All Appropriate Inquiries rule.
18. WAIVER OF CONSEQUENTIAL DAMAGES. Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees, or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, punitive, exemplary or consequential damages, including, but not limited to financial loss, loss of profits, loss of revenue, delay, disruption, loss of anticipated profits or revenue, loss of use of any structure, system or equipment, or non-operation or increased cost of operation arising out of or related to the services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.
19. HAZARDOUS SUBSTANCE CLAIMS. By authorizing Haley & Aldrich to proceed with the services, Client confirms that Haley & Aldrich has not created nor contributed to the presence of any hazardous substances or conditions at or near the Site. Client recognizes that there is an inherent risk in drilling borings, pushing or driving probes, excavating trenches, or implementing other methods of exploration or remediation at or near a site contaminated by hazardous materials. Further, Client recognizes that these are inherent risks even through the exercise of the Standard of Care. Client accepts this risk and agrees to indemnify and hold Haley & Aldrich, and each of Haley & Aldrich's subcontractors, consultants, officers, directors, and employees harmless against any and all claims for damages, costs, or expenses direct or consequential, in connection with a release of hazardous substances, except to the extent that such claims, damages, or losses are adjudicated to have resulted from Haley & Aldrich's gross negligence or willful misconduct in the performance of the services.
20. DIFFERING SITE CONDITIONS. If, during the course of performance of this Agreement, conditions or circumstances are discovered, which were not contemplated or anticipated by Haley & Aldrich, or otherwise provided to Haley & Aldrich by the Client, at the commencement of this Agreement or which differ materially from those indicated in Haley & Aldrich's Proposal, Haley & Aldrich may notify Client in writing of the newly discovered conditions or circumstances, and Client and Haley & Aldrich shall renegotiate, in good faith, the scope of work and terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Haley & Aldrich may terminate this Agreement.

21. **ADDITIONAL SERVICES.** Haley & Aldrich's compensation hereunder shall be subject to adjustment to recognize any increase in costs due to additional services requested or authorized by Client. Such additional services shall include, but not be limited to, additions in the manner or method of Haley & Aldrich's performance of Services or due to changes in schedule or circumstances not solely caused by or under the control of Haley & Aldrich. These additional services shall be verified in writing by the parties and performed on the basis of mutually agreed rates, or other such basis agreed to by the parties.
22. **LIMITATION OF REMEDIES.** To the fullest extent permitted by law, the total aggregate liability of Haley & Aldrich, its officers, directors, and employees to Client, and anyone claiming by, through, or under Client, including all authorized Relying Parties, as applicable, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Haley & Aldrich's services, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an aggregate amount of \$50,000 or Haley & Aldrich's fee, whichever is greater.

If Client prefers not to limit Haley & Aldrich's liability to this sum, Haley & Aldrich may increase this limitation upon Client's written request. If Haley & Aldrich approves the request, Haley & Aldrich will agree to increase the limitation to \$100,000, provided that Client agrees to pay \$2,500 for this change. The additional fee is for the additional risk assumed by Haley & Aldrich and is not a charge for additional liability insurance.
23. **DISPUTE RESOLUTION.** If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. Except for payment matters, if a dispute is not resolved by these negotiations, the matter will be submitted to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Except for payment matters or to preserve mechanics' lien rights, neither party will commence a civil action until after the completion of an initial mediation session.
24. **LEGAL ACTION.** All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the Standard of Care, however denominated, shall be barred two (2) years from the day after completion of Haley & Aldrich's Services. Client agrees to compensate Haley & Aldrich for services performed in response to any legal action, subpoena, or court order arising out of or related to Haley & Aldrich's services under this Agreement at Haley & Aldrich's Standard Fee Schedule then in effect.
25. **PRECEDENCE.** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.
26. **HEADINGS.** The headings used in these terms and conditions are inserted for the convenience of the parties and shall not define, limit or describe the scope or the intent of the provisions set forth herein.
27. **SEVERABILITY.** If any of these Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect, and be binding upon the parties. The parties agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
28. **SURVIVAL.** All Terms and Conditions contained herein shall survive the completion of Haley & Aldrich's services on this project or the termination of services for any cause.
29. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be solely governed, and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. Client agrees to submit and consent to the jurisdiction of the courts present in Massachusetts in any action brought to enforce (or otherwise arising from or relating to) this Agreement.

END OF TERMS AND CONDITIONS