

Revised 12/8/2021

WORK ORDER/SERVICE/NO DESIGN LANGUAGE/STANDARD

Consultant Checklist:

Prior to returning contract to Contract Specialist, please make sure of the following:

- Has Exhibit A (Rate Sheet) for Prime Consultant and all Subconsultants been attached/submitted?
- Have Insurance Certificates (with coverages as noted under Article 5) been attached/submitted?
- Is the Contract signed by Consultant?
- Has Exhibit C been signed by Consultant?
- If you were asked to return the signed Contract electronically, please prepare one (1) file that contains signed Contract, Exhibit A Rates for Prime and Subs, and Insurance Certificates for Prime- and EMAIL the signed document to: lpignato@massport.com

THIS AGREEMENT IS SUBJECT TO BEING UPDATED BY MASSPORT*

As of (Effective Date)

(Consultant's Name and Address)

Attn: (Contact Person)

RE: MPA Contract No. & Name of Project

Dear Mr. (Contact Name)

The Massachusetts Port Authority ("Authority") hereby agrees with ("Consultant") respecting the terms of the Consultant's engagement by the Authority as further described below.

Article 1 – Basic Services; Work Order Process.

1.1. Basic Services to Be Performed

Consultant shall provide (**short sentence for scope of services**) services, as further described in the Scope of Services attached hereto and incorporated herein as **Exhibit 1**.

The Consultant shall perform these services within each individual Work Order executed between the parties, describing the task(s) to be performed, the final product or deliverable, and the budget. Such services shall be performed in accordance with the terms of this Agreement and under the supervision of the Authority's Project Manager. Consultant shall be solely responsible for the completeness of all contract deliverables prepared under this Agreement.

1.2. Work Order Process. The parties acknowledge the need for a flexible procedure to facilitate the timeliest response to as yet undefined, but reasonably anticipated, needs for professional services. The parties agree that the exact scope of services to be performed by the Consultant shall depend upon events that develop throughout the term of this Agreement. Therefore, the parties agree to define the scope of services with Work Orders, which the Consultant shall prepare and upload to Massport's Project Management Information (PMIS) System "PMWeb". The Consultant agrees to cooperate with the Authority in the preparation of detailed, consecutively numbered Work Orders in accordance with the Guidelines for the Preparation of Work Orders and the Sample Work Order attached hereto as Exhibit F.

Work Orders are intended to be discrete working documents that will provide, in summary form, the background and factual context within which a particular Work element or series of Work elements shall be completed by the Consultant. Each Work Order shall include a detailed scope of services, level of effort, schedule, Exhibit A and related costs. Work Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement.

In the event of a conflict between a particular provision(s) of any Work Order and a provision(s) of this Agreement, the provision(s) of this Agreement shall be deemed to take precedence. However, the provisions of a Work Order shall take precedence over Article 1 of this Agreement with respect to the exact scope of services to be provided under the Work Order. A Work Order may be amended by the parties by a written instrument referencing the identification number and date of the original Work Order that is being amended. An amendment to a Work Order shall be prepared by the Consultant and agreed on by both parties.

Article 2 - Term, Commencement and Completion

2.1. Term. This Agreement shall commence on the date recited on page one, above, (the “Effective Date”) and remain in effect until the completion of Consultant’s services, hereunder, unless extended or terminated by the Authority in accordance with this Agreement. Individual Work Orders shall contain individual commencement and termination dates for the services required therein.

2.2. Commencement of Services. The Consultant shall commence services on the Effective Date and, thereafter, in accordance with individual Work Orders. The Consultant shall not be entitled to any compensation for services performed unless and until it has received a Work Order executed by the Authority authorizing such services.

2.3. Time of the Essence. Time is of the essence for achieving Substantial Completion of a Work Order, and the completion dates under each Work Order may be extended only as provided in this Agreement. Upon receipt of an approved Work Order, Consultant shall perform and complete the services in accordance with the schedule agreed upon and set forth in the Work Order (if applicable). The Consultant’s services will be provided as expeditiously as is consistent with professional skill and care and the orderly progress of such services.

Article 3 - Compensation

The overall contract amount for the complete and proper performance of all the services required by this Agreement shall be a sum not to exceed (**Contract Amount in Words/Numbers**). The parties acknowledge and agree that it is their intention to incorporate in each Work Order under this Agreement the amount and basis of payments to be made to Consultant. Payments will be made on the basis of a lump sum or a "not-to-exceed" price, at the sole discretion of the Authority, for each individual Work Order in accordance with this Article.

3.1. Payments Based on a "Not-to-Exceed" Price

For the services described in any Work Order based on a "not-to-exceed" price, the Consultant's sole compensation shall be one or more payments computed as a multiple of actual hourly salary attributable to the time each person actually provides services under the relevant Work Order, the total of which payment(s) shall not exceed the "not-to-exceed" price under said Work Order.

For purposes of “not-to-exceed” Work Orders and invoices under this Agreement, the Consultant shall submit to the Authority a rate sheet in the form attached as **Exhibit A** to this Agreement. The Consultant’s rate sheet shall set forth the Consultant’s personnel (including all subconsultants) who

will work or could potentially work under this Agreement. The rate sheet shall include the names, current titles, and actual current rates as of the Effective Date of this Agreement. . The information in Consultant's rate sheet shall be entered into the Consultant Invoice Cover Sheet (Example Attached) and shall be currently dated and submitted to the Authority's Contract Specialist prior to execution of this Agreement. The rate sheet shall be in effect for one calendar year from the Effective Date of this Agreement.

Annual salary increases up to 5%, inclusive of fringe benefits, for the categories/classifications set forth in the Consultant's rate sheet shall not require the Authority's prior approval, however, new staff assigned to the Project, along with annual salary increases exceeding 5%, inclusive of fringe benefits shall be proposed in advance to the Authority, accompanied by appropriate supporting documentation, for the Program Manager's approval. The Authority will not pay any annual salary increase to the extent it exceeds 5% and was not approved in advance by the Authority.

Exhibit B attached hereto is an authorization by the Authority establishing the Consultant's multiplier, if higher than 2.7. If a different multiplier is approved by the Authority's Internal Auditor after the effective date of this Agreement, such multiplier may be applied retroactively by the Authority.

The following provisions shall govern the calculation of payments based on a "not-to-exceed" price:

3.1.1. Payment to Consultant

Compensation for the Consultant's employees shall be computed at the employee's actual hourly salary times a multiplier. The multiplier for office personnel shall be limited to 2.7, and the multiplier for resident inspectors or other field personnel shall be limited to 2.3, unless the Authority's Internal Auditor determines that a different multiplier is applicable to this Agreement based upon receipt and review of certified audits to be provided by the Consultant. If a different multiplier is approved, the Authority's Internal Audit Department shall notify the Consultant (or subconsultant) by letter which shall serve as **Exhibit B** to this Agreement. The multiplier shall constitute full payment for all employee benefits, overhead, general administrative costs, profit, and all other unallocated costs and expenses.

3.1.2. Payments to Consultant for Subconsultants

Compensation for subconsultants shall be in accordance with actual invoices submitted by subconsultants to Consultant; provided, however, that such subconsultants shall invoice their services in accordance with, and subject to, Article 3.1.1 hereof. The Consultant shall make prompt payments to subconsultants for services satisfactorily performed..

3.1.3. Payment to Consultant for Independent Contractor s/Interns/Co-op Students

Compensation for independent contractors shall be in accordance with actual invoices submitted to the Consultant with no further markup. Compensation for interns and co-op students shall be computed at their actual hourly salary times the 2.3 field personnel multiplier. The multiplier shall

constitute full payment for all employee benefits, overhead, general administrative costs, profit, and all other unallocated costs and expenses.

3.1.4. Payment for Reimbursable Expenses

The Authority may reimburse the Consultant for its expenses which are actually made or incurred in either a not to exceed aggregate amount, and/or for its expenses if identified in a particular Work Order up to the maximum amount referenced under said Work Order. As used in this Agreement and any Work Order under this Agreement, the term “reimbursable expenses” shall mean those actual extraordinary expenditures previously approved by the Authority that are made or incurred by the Consultant directly, and not paid for elsewhere, or covered under the Consultant’s multiplier, in connection with and in the interest of the Authority as per the table below:

Reimbursable Expense Type	Allowable	Non-Allowable	Comment
Mileage		X	Only “on-site” mileage or travel within Massport facilities will be allowed for personnel billed at the field multiplier (resident inspection), or for special out-of-state travel if approved in advance @ IRS Approved Rate.
Tolls		X	Tolls will only be allowed for travel within Massport facilities for personnel billed at the field multiplier (resident inspection), and for special out-of-state travel if approved in advance.
Parking	X		If approved in advance for meetings not at Massport property with receipt.
Parking Fines		X	
Leased Vehicles		X	
Rental Cars	X		Rental Cars will be reimbursed for special out of state travel. Massport will only reimburse for mid-size class or cheaper. Rental Cars should be approved in advance. Receipt is needed.
Hotel	X		Hotels will be reimbursed for special out- of- state travel. Travel should be approved in advance. Per the GSA Lodging Per Diem or less: (http://www.gsa.gov/portal/category/100120) Receipt is needed for hotel
Flight	X		Flight costs will be reimbursed for special out of state travel at actual costs without change fee, unless approved in advance. Economy Class Only. Travel to be approved in advance. Receipt is needed.
Travel insurance, Even More Space Fee, Late Fees, Cancellation Fees, Charges incurred due to indirect travel for personal reasons		X	

			Meals will be reimbursed only for special out-of-state travel – Travel should be approved in advance. Consultant should use approved GSA Meal Per Diem Rates or less. Receipts not required if using approved GSA Meal Per Diem Rate. If receipts for meals are less than the GSA Guidelines, then receipt must be provided with billings. (http://www.gsa.gov/portal/category/100120) Alcohol will not be reimbursed.
Meals	X		
MPA Security Badge	X		Cost of first badge only, receipt needed. Re-application charges due to applicant mistake on initial application and/or loss of badge will not be reimbursed.
TWIC Badging		X	TWIC badge remains with the person after the project.
Training for Badging		X	
Postage		X	Unless "mass" mailing requested by Massport.
Courier	X		If approved in advance with receipt.
Photography, film, etc.		X	Not everyday pictures. Yes, for aerial photography if approved in advance with receipt.
Reproductions	X		Reproduction costs will be approved with invoice from outside Vendor only when associated with major submittals with prior approval from the Project Manager (submittal information should be noted on the invoice)
Phone Calls		X	
Transportation Network Companies (TNC)	X		Transportation costs will be reimbursed only for travel necessary for meetings not held at Massport property, and for out- of- state travel and out- of- state visitors with receipt.
T Passes		X	
Job Related Meals (Luncheons)	X		Only If approved in advance, with receipt.
Job Related Supplies		X	Not for office supplies. Yes for laboratory, safety or environmental supplies, with prior approval and receipt.
Job Related Books/Periodicals	X		If approved in advance with receipt.

All other costs and equipment necessary to support staff functions and services, and incidental Project team coordination costs, including communications, printing, reproduction, mail, and delivery services dealing with internal team functions, are considered overhead and are included in the multiplier.

3.1.5. Overtime

The Consultant shall only be reimbursed for overtime at the employee’s actual hourly rate times the Consultant’s approved multiplier.

All employees are eligible for overtime except officers which include Associate Vice President, Vice President, Senior Vice President and President classifications. Such overtime expense shall

be reimbursed only to the extent that sufficient funds are available under this Agreement or an individual Work Order.

3.1.6. The Use of Field Multiplier vs. Office Multiplier

The table below summarizes the distinction between field and office multiplier for various categories and durations.

Personnel Classification	Function	Duration	Multiplier
Resident Engineer	Any	N/A	Field
Inspector	Any	N/A	Field
Designer of Record	Design	N/A	Office
Designer of Record	CA at Office	N/A	Office
Designer of Record	CA at Site	less than 6 Months	Office
Designer of Record	CA at Site	greater than 6 Months	Field
Designer of Record	RE / Inspection	less than 6 Months	Office
Designer of Record	RE / Inspection	greater than 6 Months	Field

3.2. Payments Based on Lump Sum Price

For services described in any Work Order based on a lump sum price, the Consultant's sole compensation shall be one or more payments not to exceed the lump sum price set forth in the Work Order. The lump sum price shall constitute full payment for all direct and indirect costs, including employee benefits, overhead, general administrative costs, profit, other unallocated costs and expenses, and reimbursable expenses. The lump sum price may be divided at the discretion of the Authority into phased and/or partial payments based on the progress demonstrated by the Consultant and/or the completion of pre-established events, such as the submission of deliverables or the completion of a phase under the Work Order, as long as work performed by the Consultant is at least proportionate to the phased or partial payment requested. The Consultant shall make prompt payments to subconsultants and independent contractors for services satisfactorily performed after receipt by the Consultant of payment from the Authority for such services.

3.3. Requests for Payment and Documentation

The Consultant shall submit invoices to the Authority in accordance with the schedule set forth in Article 5 (if applicable), or the schedule set forth in the fully executed Work Order (if applicable), or shall otherwise invoice on a monthly basis. The Consultant shall utilize “PMWeb” in submitting invoices. In addition to attaching a scanned copy of the Consultant’s actual invoice in PMWeb, Consultants will be asked to fill in applicable fields, and also submit a filled out copy of an excel template with every invoice (reference Example under Exhibits). Invoices shall be accompanied by appropriate supporting documentation for the services performed, and any additional detail that the Authority may have otherwise required within a Work Order. Reimbursable Expenses listed in the above table and identified within the executed Work Order shall require receipts. Consultants should submit invoices monthly for services performed, however, the Authority reserves the right not to

accept invoices for services performed or expenses incurred that are older than ninety (90) calendar days, and under no circumstances will the Authority accept invoices that are older than one (1) year.

All payments to the Consultant made by the Authority shall be via Electronic Funds Transfer (EFT). The Vendor Maintenance Form needs to be filled out by the Consultant prior to invoicing and can be obtained by emailing APVendor@massport.com.

3.4 Required Use of Project Management System

It is the Owner's intent to limit the amount of paper documents utilized on the Project. Therefore, the Consultant shall be required to utilize the Owner's Project Management System ("PMWeb") relative to the management and administration of the Project. The Owner shall provide the Consultant and its Subconsultants with a non-exclusive, revocable license to utilize the Project Management System, which shall be used to generate and/or maintain all forms of communications, including, deliverables, meeting minutes, monthly invoices, RFIs, submittals, change order reviews, inspection reports, and other types of typical correspondence. The generation and/or maintenance of documents shall automatically create a document log so the tracking of, and response to documents can be maintained electronically. The Owner shall provide training to the Consultant and, if necessary, its Subconsultants, so that the Project Management System can be learned and used effectively.

If the Contract is terminated, such license shall automatically terminate as of the effective date of Contract termination; provided that the Owner shall, for a period of six (6) years following the effective date of such termination, provide the Consultant with reasonable access to those documents that were on the Project Management System as of the date of termination and to which the Consultant had access before such termination. If the Contract is not terminated, such license shall automatically terminate as of the date of final payment to the Consultant; provided the Owner shall, for a period of six (6) years following the date of final payment, provide the Consultant with reasonable access to those documents that were on the Project Management System as of the date of final payment and to which the Consultant had access before such date of final payment.

The Owner reserves the right to adopt written procedures and guidelines regarding the use of the Project Management System by the Consultant and its Subconsultants. The Consultant and its Subconsultants shall be bound by such written procedures and guidelines upon receipt thereof. It is the Prime Consultant's responsibility to notify the Authority of all personnel, including subconsultants, who will no longer be working under this Contract so PMWeb access can be deactivated.

3.5 Required Use of Internet-Based Compliance Management Software System

As part of the Authority's commitment to assist Consultants to conveniently comply with legal and contractual compliance reporting requirements, the Authority maintains an online Compliance Management Software (CMS) system (System). The System is designed to help reduce Consultant's administrative costs and to provide various work-flow automation features that improve the required project compliance reporting processes. The System is provided for use by the Consultant and subconsultants at no cost, and System training is also provided at no cost.

The Contractor and all subconsultants shall provide legal and contractually required compliance information and reports using the System. The Authority may require additional information related

to contract compliance to be provided electronically through the System at any time before, during or after contract award. If the Authority grants any Consultant or subconsultant a waiver from using the System, the Consultant or subconsultant shall use the paper forms for compliance reporting under the Agreement.

Information regarding Consultant access to the System will be provided to a designated point of contact for each Consultant and subconsultant upon award of the contract. The System is Internet-based and can be accessed at the following Internet address: <https://massport.mwdbe.com> for the Prompt Payment Reporting Process and the MBE/WBE/DBE and SB Reporting Process.

3.6. Consultant's Accounting Records

Consultant shall keep accounts, books and records pertaining to services performed and reimbursable expenses incurred in a true and accurate manner and on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the Authority may require. Upon seventy-two (72) hours advance notice, the Authority or a representative on behalf of the Authority shall have the right to inspect, review or audit, during normal business hours, in conformity with generally accepted auditing standards, the accounts, books, records and activities of the Consultant necessary to determine compliance by the Consultant with the provisions and requirements of this Agreement, including without limitation the Scope of Services. Consultant shall keep such accounts, books and records as required to be maintained by this Agreement at a location within the metropolitan Boston area or, if the Consultant maintains such accounts, books and records in another location outside the metropolitan Boston area, the Consultant shall make such accounts, books and records available at Consultant's Boston office or at a site acceptable to the Authority upon reasonable notice from the Authority. The Authority shall have the right to photocopy or otherwise duplicate at Consultant's expense those accounts, books and records as the Authority determines to be necessary or convenient in connection with its review or audit thereof. If Consultant's accounts, books or records have been generated from computerized data, Consultant shall provide the Authority or its representative with extracts of the data files in a computer readable format on suitable computer data exchange formats acceptable to the Authority. Consultant shall retain and keep available to the Authority all books and records relating to this Agreement for a period of not less than seven (7) years following the expiration of the Term of this Agreement or, in the event of litigation or claims arising out of or relating to this Agreement, until such litigation or claims are finally adjudicated and all appeal periods have expired. This section shall survive any termination or expiration of the Agreement.

3.7. Acceptance of Payment

The acceptance by the Consultant of its final payment under this Agreement shall operate as a release to the Authority of all claims by and all liability to the Consultant, except for claims Consultant has previously given notice for. No payment, however, final or otherwise, shall operate to release the Consultant from its obligations under this Agreement.

3.8. Payment Not A Waiver

Neither the approval nor the making of any payment to the Consultant by the Authority shall be deemed an acceptance of any services not performed in accordance with this Agreement, or an acknowledgment that such services have been performed in accordance with this Agreement.

3.9. Authority's Right to Withhold Payment

The Authority may withhold payment to such extent as it deems necessary as a result of (a) third party claims arising out of the services and made against the Authority; (b) evidence of fraud, overbilling or overpayment discovered upon audit; (c) failure to make prompt payments to sub-consultants or independent contractors; (d) a payment request that includes fees for unapproved sub-consultants or independent contractors; (e) unsatisfactory performance of services; or (f) any breach of this Agreement.

3.10. Access to Facilities and Use of Equipment

The Consultant, during the course of its services, shall coordinate its access to and inspections of the site with the Authority. Interruptions or interference with the tenants' operations shall be allowed only with approval in advance by the Authority. All requested access shall be made a minimum of forty-eight (48) hours in advance. Where the Consultant requires access to secured areas, and where the Authority determines that the Consultant's personnel require security badges, the Consultant shall provide the Authority with written justification for such request, and shall fully cooperate and comply with all Authority requirements, including without limitation those set forth in **Exhibit G**, attached hereto, as all such Authority requirements may change from time to time.

When entering onto the Authority's property in connection with the Project, the Consultant and any person for whom the Consultant is legally responsible, including without limitation, its employees, subconsultants, suppliers, independent contractors, agents, and the employees of each, shall wear (100% utilization): hard hats, safety glasses with side shields, proper work shoes and proper work clothing. The Consultant shall assess the Project site for existing and potential hazards to which employees and other personnel may be exposed during routine and non-routine work tasks to minimize exposure to hazards and reduce injuries. After performing a Personal Protective Equipment (PPE) assessment, the Consultant shall provide such personal protective equipment and safety equipment for all affected employees and other personnel. Additional items may include: high visibility clothing when exposed to any vehicle traffic, hearing protection devices, respiratory protection devices, fall protection devices, temperature protection equipment, hand protection equipment, life-lines and safety harnesses, full-face protection devices, special illumination equipment, U.S.C.G. approved life jackets when working over/near water or any other special equipment/devices required to be worn in their work. If the Consultant chooses to utilize PPE, the Consultant shall ensure that the equipment is provided, used, and maintained in a sanitary and reliable condition wherever it is necessary, and shall make employees and other personnel aware of how to select appropriate PPE, wear, maintain, and store PPE, and of the limitations of the PPE they are using.

If the Consultant requests, and the Authority permits (in its sole discretion), the use of the Authority's equipment in furtherance of the services under this Agreement, the Consultant shall assume all risk of

loss, damage and injury to the Consultant, any of its employees, agents, subconsultants, independent contractors, or suppliers, and any property of any of the aforesaid, and hereby agrees to release, indemnify, defend, and hold harmless the Authority, its members, officers, and employees from and against all liabilities, claims, losses, damages and expenses against the Authority, its members, officers, or employees for any injury to or death of any person, including the Consultant, and/or damage to any property arising out of the Consultant's use of said equipment. Nothing herein shall require the Authority to consider or permit the Consultant's use of the Authority's equipment in connection with this Agreement.

Article 4 - Use of Subconsultants Only those subconsultants approved by the Authority shall be permitted to perform services under this Agreement. As provided in the RFP, the Consultant is strongly encouraged to use Minority and Women Owned Businesses, certified by the Office of Supplier Diversity, ("M/WBEs") as subconsultants. The Authority will monitor the Consultant's use of M/WBE subconsultants.

4.1. Approved Subconsultants.

The Authority hereby approves the Consultant's use of the following subconsultants. Notwithstanding such approval, the Authority reserves the right to require the Consultant to employ different subconsultants to perform any type of services required for the successful completion of any services under this Agreement.

(Consultant's Name) has proposed (Percentage % Amount) of M/WBE participation goal under this Contract

**** (List Subconsultants here)**

ADD the following language IF this is an "On-Call" or "Term" contract, DELETE if it is NOT:

The Authority acknowledges that this is an "on-call/as-needed" or "term" Consultant contract and the exact scope of services are unknown at this time; the exact usage of each of the M/WBE firms listed will be highly dependent on the nature and extent of the actual scope of services. As such, the Project Manager will consider, for each Work Order, if the scope of work will include an M/WBE goal. If so, each work order shall list the M/WBE sub-consultant(s) and the M/WBE goal, if applicable, and shall be entered into PMWeb for tracking purposes. The Capital Programs Project Manager will track and report usage to the Director for compliance. At the end of the contract, Massport will review the performance of the Prime Consultant and their M/WBE use in reference with the overall scope of work performed under the contract.

The Authority expects the Consultant to engage the above subconsultants for the services described above. The Consultant shall immediately notify the Authority in writing of any requested changes. No substitution or elimination of such subconsultants, alteration of the services listed above, or use of additional subconsultants shall be made without prior written request from the Consultant and approval from the Authority.

4.2. Consultant's Personnel, Subconsultants.

The Consultant shall employ qualified and competent personnel to perform the services under this Agreement, particularly specification writers, building code experts and professionals experienced in construction cost estimating. The Authority shall have the right to approve such personnel prior to their engagement and to require the removal of any employee of the Consultant, or any employee of the Consultant's subconsultants, who, in the opinion of the Authority, is careless, incompetent, or otherwise unqualified to perform the services hereunder, or whose conduct is in any way considered improper. The Authority's approval of the Consultant's personnel shall in no way relieve the Consultant from its obligation to employ qualified and competent personnel to perform services under this Agreement, and shall not be deemed as an acknowledgement by the Authority that such employees have the necessary qualifications and competence to perform such services. Review and acceptance of such qualifications and competence shall be solely the responsibility of the Consultant.

4.3. Consultant's Responsibility for Subconsultants

To the extent applicable, pursuant to Article 4.1 above, the Consultant represents that it has made and will make reasonable investigation of all subconsultants to be utilized in the performance of services under this Agreement to determine that they possess the skill, knowledge and experience necessary to enable them to perform such services. Nothing in this Agreement shall relieve the Consultant of its prime and sole responsibility for the proper performance of the services under this Agreement.

Article 5 - Other Terms and Conditions

5.1. The Authority's Director of Capital Programs and Environmental Affairs is hereby authorized to act on behalf of the Authority with respect to all powers of written approval reserved to the Authority in this Agreement. The authority vested in the Director of Capital Programs and Environmental Affairs may be exercised by a designee or delegate whom he or she shall appoint, or by the Chief Executive Officer of the Authority.

5.2. The Consultant shall maintain in confidence all of the Authority's business information which becomes available to Consultant in connection with Consultant's services under this Agreement. All data and information developed by Consultant in the performance of this Agreement shall become the property of the Authority and shall not be disclosed by Consultant without the prior express written approval of the Authority. In addition, all right, title and interest, including copyright to all data, files, information and other work product generated or created pursuant to this Agreement, shall be and remain with the Authority. This paragraph shall survive any termination or expiration of this Agreement.

5.3. Consultant shall, at its sole cost and expense, comply with and shall require all of its directors, officers, employees, agents, suppliers, sub-consultants, independent contractors, volunteers, members, guests, invitees and vendors (collectively, “Consultant Responsible Parties”) to comply with all present and future laws, statutes, ordinances, rules and regulations, orders, judgments, decrees, licenses and permits including all “Environmental Laws”, of all applicable federal, state and local governmental or quasi-governmental authorities, subdivisions, departments, agencies and the like, including the regulations of the Authority codified at 740 CMR 1.00 et seq., the directives of the Authority’s Airport Director, or his/her designee, and the rules, regulations and requirements of the Authority’s and Consultant’s insurance underwriters which are provided in writing to Consultant. Consultant shall promptly pay all fines, penalties and damages that may arise out of or be imposed because of its failure to comply with the provisions of this Article. The term “Environmental Laws” shall mean any and all federal, state and local ordinances, statutes, laws, regulations, rules, orders, judgments, decrees, licenses, permits and policies, as may be amended, relating to the natural environment including but not limited to laws regarding clean air, clean water, storm water and/or sewage disposal, transportation and/or disposal of soil and hazardous substances, materials or wastes, and federal or state environmental reporting or oversight.

5.4. The Authority may at any time, by written order to Consultant, make changes in the service tasks within the general scope of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the services under this Agreement, an equitable adjustment in the price or the delivery schedule, or both, shall be made by the Authority and communicated to Consultant concurrently with said written amendment. Any claim for or contest of adjustment under this clause must be asserted, if at all, within thirty (30) days from the date of receipt by Consultant of said written amendment.

5.5. The Consultant agrees that the services provided hereunder shall conform to the high standards of professional care and practice exercised by organizations engaged in performing comparable services; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance and performance of such personnel shall reflect such standards of professional care and practice.

5.6. The Authority may terminate this Agreement as follows:

(a) on seven (7) days’ written notice, without cause; or

(b) on seven (7) days’ written notice if the Agreement or any part thereof shall be assigned without the previous written consent of the Authority; or if the Consultant shall violate any provision of the Agreement, or shall fail to perform services in a timely and workmanlike manner; or shall fail to perform, keep, or observe any of the terms, covenants or conditions herein contained, and such violation or failure is not cured by the Consultant within five (5) days of Consultant’s receipt of written notice from the Authority specifying such violation or failure; or if the Consultant abandons in whole or in part its services, or becomes unable to perform its services; provided, however, that the Consultant shall not be in default if any such failure to perform or make progress arises out of causes beyond the control and without the fault or negligence of the Consultant. In the event of such termination, the Authority may procure, upon such terms and in such manner as it shall deem appropriate, services similar to those so terminated, without prejudice to any other rights and remedies for default that the Authority may have.

In the event of any termination pursuant to the provisions of this Article 5.6, the Consultant shall deliver to the Authority any and all work or work in progress produced under this Agreement prior to its termination, and the Authority shall, upon receipt of said work, pay Consultant the reasonable value of said work less any set-off for damages caused by Consultant in the event that termination is for cause as set forth above.

5.7. The Consultant is engaged under this Agreement as an independent consultant and not as an agent or employee of the Authority, and shall be responsible for its own services. The employees furnished by the Consultant to perform the services described herein shall be deemed to be the Consultant's employees exclusively, and shall be paid by the Consultant for all services in this connection. The Consultant shall be responsible for all obligations and reports covering social security withholding, unemployment insurance, workers' compensation, income tax and other reports and deductions required by any applicable state and federal law for such employees.

5.8. The Consultant covenants that it presently has no interest (to the best of its knowledge after due inquiry), and that it shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Agreement. During the term of this Agreement, Consultant shall not employ, on either a full-time or part-time basis, any person so long as such person shall be employed by the Authority.

5.9. Any failure by the Authority to assert its rights for or upon any default of this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder.

5.10. In no event shall liability of the Authority in connection with this Agreement exceed the compensation provided for under Article 3 hereof. In no event shall the Authority be liable to Consultant for damages for loss resulting from causes beyond the reasonable control of the Authority, and in no event shall the Authority be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause.

5.11. Consultant shall maintain and keep in effect during the performance of services hereunder the following insurance coverages: **(TO BE MODIFIED AS NECESSARY)** (a) professional liability insurance for negligent errors and omissions with a minimum limit of \$1,000,000; (b) worker's compensation insurance as required under federal and Massachusetts law; (c) employer's liability insurance with a minimum limit per accident or disease of \$1,000,000; (d) commercial general liability insurance for bodily injury and property damage in the combined single limit of \$1,000,000, including blanket contractual liability insurance covering all liabilities assumed hereunder by Consultant; (e) comprehensive automobile liability insurance for bodily injury and property damage in the combined single limit of \$1,000,000 covering all owned, hired, and non-owned vehicles; and (f) valuable papers insurance for restoration of plans, drawings, field notes and other documents in the event of their loss or destruction while in the custody of Consultant. All policies of liability insurance described in (d) and (e), above, shall name the Authority as an additional insured, and shall be endorsed with a waiver of subrogation by the insurer as to the Authority. Consultant shall furnish a certificate of insurance for the above-mentioned insurance within ten (10) days of the date hereof, which shall provide that the

insurance shall not be subject to cancellation, expiration without renewal, termination, or material change during the term hereof except upon thirty (30) days' prior written notice to the Authority.

5.12. Consultant, at its expense, shall defend, indemnify, and hold harmless the Authority, its members, officers, and employees from and against any and all Consultant and third party claims, demands, suits, causes of action, including actions for personal injury or wrongful death, actions for property damage, and any other types of claims, and all losses, damages, and expenses which are the subject thereof, including attorneys' fees and costs of investigation and litigation, alleging a violation of law or for any other cause arising out of or resulting from any error, omission, or negligent act, or any breach of contractual duties of the Consultant and/or its agents, employees, subconsultants, suppliers, and independent contractors, and the employees of each, in the performance of this Agreement; provided, however, that this obligation to defend, indemnify, and hold harmless shall not apply to claims caused solely by the gross negligence or willful misconduct of the Authority. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would exist at common law, and the text of this obligation of indemnification shall not be limited by any obligation of or any term or condition of any insurance policy required under this Agreement. In case any action or proceeding is brought against the Authority by reason of any such claim, the Consultant, upon notice from the Authority, shall resist or defend such action or proceeding with counsel reasonably acceptable to the Authority. The Authority shall give the Consultant reasonable written notice of any claims threatened or made or suit instituted against it which could result in a claim of indemnification hereunder, This paragraph shall survive any termination or expiration of this Agreement.

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

5.14. This Agreement, any duties hereunder, or interest herein may not be assigned or delegated by Consultant without the prior express written consent of the Authority.

5.15. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts without regard to its principles regarding conflicts of laws. Any dispute arising between the parties under this Agreement may be decided by any court of competent jurisdiction in the Commonwealth of Massachusetts.

5.16. The parties, by execution of this Agreement, voluntarily and intentionally waive all rights to trial by jury as to all claims, disputes, or other controversies arising out of, or relating to, this Agreement or the performance or breach thereof.

5.17. This Agreement sets forth the entire understanding between the parties as to the subject matter hereof and supersedes all prior or collateral agreements and representations. This Agreement may not be amended or modified except by a writing signed by both parties; provided, however, that the Authority may make changes in the service tasks within the general scope of this Agreement in accordance with the provisions of Article 5.4 hereof; provided, further, that any increase in monies due under this Agreement shall require a writing signed by both parties.

5.18. Consultant shall sign the Consultant's Certificate and review the Certificate of Compliance with Laws, forms designated as Exhibit C, and Exhibit D, attached hereto and incorporated by reference herein.

5.19. All notices, approvals, requests, consents or other communications that are required or permitted pursuant to this Agreement shall be effective upon receipt if hand delivered, sent by a nationally recognized overnight courier or sent by United States registered mail, return receipt requested, to the Authority addressed to **MASSACHUSETTS PORT AUTHORITY, Logan Office Center, One Harborside Drive, Suite 200S, East Boston, 02128**, and directed to the attention of the Director of Capital Programs and Environmental Affairs, or to the Consultant addressed to **(Consultant's Name, Address & Contact Person)**, or to such other address as either party may specify to the other by notice given as provided herein.

5.20. The Authority shall have the right, at any time and in its sole discretion, to submit for review to consulting engineers or consulting architects engaged by the Authority for that purpose any or all parts of the scope of services performed by the Consultant, and the Consultant shall cooperate fully in such review at the Authority's request.

5.21. All files, records and documents, including without limitation calculations, plans, drawings, and specifications, and all text, electronic and graphic files, prepared pursuant to this Agreement, are property owned by the Authority, shall be clearly marked, identified, in good order, and delivered to the Authority's Project Manager, with a cover letter, upon the completion of the services, but in no event later than sixty (60) days after the acceptance of the Work or termination of this Agreement, unless such time limit shall be extended in writing by the Authority. The Authority may use all such files, records, and documents as it determines

5.22. In accordance with the policies adopted by the Authority, the Consultant agrees as follows:

Consultant shall not discriminate against any person, employee or applicant for employment because of the person's membership in any legally protected class, including, but not limited to, that person's race, color, gender, religion, creed, national origin, ancestry, age (40 years and over), sexual orientation, pregnancy, citizenship, gender expression and identity, handicap, disability, genetic information, or veteran status. Consultant shall not discriminate against any person, employee, or applicant for employment who is a member of, or applies to perform service in, or has an obligation to perform service in, a uniformed military service of the United States, including the National Guard, on the basis of that membership, application, or obligation.

Consultant shall comply with all federal and state laws and Authority regulations pertaining to Civil Rights and Equal Opportunity, including executive orders and rules and regulations of appropriate federal and state agencies, unless otherwise exempt therein.

The Authority is committed to ensuring full participation of diverse businesses in all of the Authority's economic activities, including its purchases of goods and services. The Authority supports and encourages the hiring of a diverse and inclusive workforce throughout its economic activities, and believes that Minority Business Enterprises ("MBEs") and Woman Business Enterprises ("WBEs") should have equal opportunity to participate in contracts. The terms MBE and WBE refer to businesses that meet the certification criteria of, and are certified by, the Massachusetts

Supplier Diversity Office (“SDO”) (formerly known as the Massachusetts State Office of Minority and Women Business Assistance (“SOMWBA”)), set forth in 425 CMR Section 2.00 et seq., or that meet the certification criteria of, and are certified by, the Greater New England Minority Supplier Development Council (“GNEMSDC”).

The Consultant shall abide by and conform with the Compliance with Civil Rights and Nondiscrimination Provisions set forth in **Exhibit E** which is attached hereto and incorporated herein.

5.23 The exemption number assigned to the Authority as an exempt purchaser is E046-006-429 and the Consultant shall use this number, if applicable.

5.24 The person executing this Agreement represents and certifies that he/she has authority and power to sign on behalf of Consultant and to bind Consultant to the obligations contained herein.

This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the Parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as a manual signature. Delivery of a copy of this Agreement bearing an original or electronic signature by facsimile transmission, electronic mail in portable document format (“pdf”), digital signature software application, or any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a manual or electronic signature.

5.25 Upon signing the enclosed copies, please return all executed originals to Massachusetts Port Authority, One Harborside Drive, Suite 209S; East Boston, MA 02128-2909, **Attention: Lynne Pignato-Contract Specialist**. One fully executed original will be returned to you for your files.

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

(Consultant’s Name)

Massachusetts Port Authority

By: _____

By: _____

Michael A. Grieco

Title: _____

Title: _____

Assistant Secretary-Treasurer

Date: _____

Date: _____

Exhibits:

1-Consultant's Scope of Work

A- Consultant's Hourly Rates/Example Consultant Rate Tracking Sheet/Example Subconsultant Tracking Sheet

B-Consultant's Approved Multiplier (if higher than 2.7)

C-Consultant's Certificate

D-Certificate of Compliance with Laws

E-Non-Discrimination, Civil Rights, and Diversity

F-Guidelines for the Preparation of Work Orders

G-Consultant's Security Identification Requirements for Airport Projects

EXHIBIT 1

SCOPE OF WORK

The Scope of Work will include, but not be limited to the following:

(EXAMPLE)

EXHIBIT A

CONSULTANT'S HOURLY RATES

This Exhibit A shall establish hourly rates for individuals employed by consultant and subconsultants performing approved services as part of this contract. Refer to example below.

Joe Smith	Project Manager	\$42.00
Mary Duffy	Engineer	\$35.00
Paul Black	CAD	\$24.00
Cynthia Long	Administrative	\$18.00

THIS INFORMATION SHALL BE ENTERED ON CONSULANT LETTERHEAD AND INSERTED INTO THE ATTACHED CONSULTANT INVOICE COVER SHEET AND SUBMITTED TO THE CONTRACT SPECIALIST PRIOR TO CONTRACT EXECUTION.

EXHIBIT B

Authorization of Consultant's Multiplier

Per letter dated November 20, 2018 from Sam Sleiman, all Consultants who currently use a 2.7 or lower office multiplier, shall be authorized to use the 2.7 office multiplier effective December 1, 2018. The field multiplier of 2.3 shall remain the same.

Exhibit C

CONSULTANT'S CERTIFICATE

The Consultant named in an agreement with Massachusetts Port Authority numbered **MPA CONTRACT NO.** / certifies that:

- a) the Consultant or construction manager has not given, offered or agreed to give any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services;
- b) no subconsultant to or subConsultant for the Consultant or construction manager has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the subconsultant or subConsultant of a contract by the Consultant or construction manager;
- c) no person, corporation or other entity, other than a bona fide full-time employee of the Consultant or construction manager, has been retained or hired to solicit for or in any way assist the Consultant or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Consultant; and
- d) with respect to contracts which exceed ten thousand dollars, or which are for the design of a building for which the budgeted or estimated construction costs exceed one hundred thousand dollars, that the Consultant or construction manager has internal accounting controls as required by M.G.L. Chapter 30, Section 39R, and that the Consultant or construction manager will:
 - (1) retain accurate and detailed books, records, and accounts for a six-year period after the final payment;
 - (2) file the required statement of management concerning its internal accounting controls;
 - (3) file an annual audited financial statement; and

Exhibit C
Page Two

(4) submit a statement prepared and signed by an independent certified public accountant stating that such CPA has examined the statement of management on internal accounting controls, and expressing an opinion as to whether management's statement described in (2) above is consistent with the result of management's evaluation of the system of internal accounting controls, and whether such statement is reasonable with respect to transactions and assets that are material in relation to the Consultant's or construction manager's financial statements.

For the purposes of this Certificate, the terms "consultant" and/or "Construction Manager" shall be synonymous with "Consultant".

Consultant:

By: _____
duly authorized

Print Name: _____

Date: _____

EXHIBIT D

CERTIFICATE OF COMPLIANCE WITH LAWS

By signing the attached Agreement, the Contractor certifies that they have reviewed this Certificate of Compliance with Laws and all documents incorporated by reference and the Contractor makes all certifications required herein under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance.

1. Massachusetts Employment Security Law

Pursuant to G.L. c. 151A, §19A (b), Contractors that are employers certify that they have complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

2. Massachusetts Child Care Law (Applicable to contracts for goods or services only)

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12 *et seq.*, Contractor certifies it: (a) employs fewer than fifty (50) full-time employees; or (b) offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or (c) offers child care tuition assistance or on-site or near-site subsidized child care placements.

3. Revenue Enforcement and Protection Program

Pursuant to G.L. c. 62C, §49A, Contractor certifies that it has complied with all laws of the Commonwealth relating to taxes, the reporting of employees and contractors, and withholding and remitting of child support.

4. Northern Ireland

Pursuant to G.L. c. 7, § 22C, the Contractor hereby certifies 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. Contractor certifies that it does not employ ten or more employees in an office or other facility located in Northern Ireland; or it does employ ten or more employees in an office or other facility located in Northern Ireland, but Contractor (a) does not discriminate in employment, compensation or the terms, conditions and privileges of employment on account of religious or political belief; and (b) promotes religious tolerance within the workplace, and the eradication of any manifestation of religious and other illegal discrimination.

5. Workers' Compensation

Contractors that are employers certify compliance with applicable state and federal employment laws and regulations, including but not limited to G.L. c. 152 (workers compensation and insurance). Information regarding exemptions from Massachusetts workers' compensation insurance may be found at <https://www.mass.gov/service-details/workers-compensation-insurance-requirements>.

EXHIBIT E

COMPLIANCE WITH CIVIL RIGHTS AND NONDISCRIMINATION PROVISIONS

Federal laws and regulations require that recipients of federal assistance, such as the Authority, include the following contract provisions in this Agreement. The Contractor agrees to include all of these provisions in any subleases or subcontracts under this Agreement.

GENERAL CIVIL RIGHTS PROVISIONS

Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

TITLE VI CLAUSES FOR COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENTS

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes Contractor s) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).

EXHIBIT F

Guidelines for Preparation of Work Orders

Work Orders are intended to be discrete documents that will provide, in detail, the background and factual context within which a particular scope of work, work element or series of work elements will be completed by the Consultant. Work Orders shall be construed to be in addition to, supplementary to and consistent with the provisions of the text of the Agreement. The following guidelines shall be followed in preparing Work Orders for review and approval by the Authority.

1 – SAMPLE FORMAT

Work Orders shall be prepared by the Consultant and submitted to the Authority for review and approval in strict accordance with the sample form provided by the Capital Programs and Environmental Department (in Excel Format).

Work Orders shall only be numbered sequentially and consultants shall not create their own work order format. The Work Order shall not include a description of the services not being provided by the Consultant.

2 – DETAILED COST BREAKDOWN

The Consultant shall attach a detailed cost breakdown in the form of a level of effort matrix which clearly identifies tasks, personnel, manhours, rates and multiplier(s). Reimbursable expenses shall be described within the level of effort matrix. Furthermore, the level of effort matrix shall include a breakdown of costs for each and every subconsultant or vendor. Consultant shall not attach subconsultant or vendor agreements to the Work Order.

3 – WORK ORDER AMENDMENTS

Work Orders may be amended utilizing the same work order format. Each amendment shall operate as a separate document and shall not require a review of the original Work Order in order to understand the details of the amendment. Each amendment shall clearly identify what element of the original Work Order has been modified and what, if any, schedule or monetary impacts have resulted from such modifications. If the amendment will increase the overall amount of the Work Order, the Work Order amendment must include a level of effort matrix for the increased amount, as described above.

4 – WORK ORDER CLOSEOUT

Upon completion of work or completion of services for a particular Work Order, the Consultant is required to close out the Work Order by completing a Work Order Close-Out Form. The Consultant shall complete and sign the Work Order Close-Out Form and submit it to the Authority for its review and approval. The form identifies what work and monies have been authorized and paid to date including any amendments. Once a Work Order Close-Out Form is signed by the Authority, the Work Order shall be considered closed and no other services may be performed or billed against the particular Work Order. Work Order Close-Out Forms can be obtained from the Project Manager. Consultants should ensure that a separate Work Order Close-Out Form is completed for every work order executed under the Agreement.

Consultant Work Order Template

- SCOPE OF SERVICES



Contract #:		Work Order #:	
Contract Effective Date:		Work Order Date:	

<p>WO Scope of Services</p>	<p>Be very specific on the Scope of Work; it has to clearly describe the work to justify the Level of Effort, Deliverables and Schedule</p>
<p>WO Deliverables/Tasks</p>	<p>Be very specific on the Deliverables/Tasks; they have to be clearly described and relate to the Scope of Work, Level of Effort and Schedule</p>

Note: It is encouraged that Consultants separate the Scope of Services in multiple Tasks and Deliverables, to make the Work Order more comprehensive.

EXHIBIT G

**SECURITY MEDIA REQUIREMENTS
FOR
BOSTON-LOGAN INTERNATIONAL AIRPORT PROJECTS**

The following procedures shall apply to all projects at Boston-Logan International Airport which require a Consultant Responsible Party (as that term is defined below) to be present in a Security Identification Display Area (SIDA), Sterile Area or Public Area. The Consultant is required to be familiar with and comply with all Massachusetts Port Authority (“Authority” or “Massport”) policies, procedures, rules and regulations, including without limitation those set forth herein, and all applicable federal, state and local laws, rules and regulations, as any of the aforesaid may change from time to time.

A. Airport Security Badges

SIDA Badges - The Consultant shall ensure that each of its employees, members, officers, agents, guests, invitees or volunteers and employees, members, officers, agents, guests, invitees or volunteers of its subConsultants of any tier (any of whom may be referred to individually as a “Consultant Responsible Party” and all of whom may be collectively referred to herein as “Consultant Responsible Parties”) who are present in a SIDA, Sterile Area or Public Area are properly displaying security media, in accordance with this Exhibit and all applicable federal and state laws, the rules, regulations and all directives of the Authority and other governmental entities.

The term “SIDA” shall have the meaning ascribed to it by 49 C.F.R. 1540.5, and shall include, without limitation: (1) all ramp and apron areas; (2) all runways and taxiways; (3) perimeter service road; (4) vehicle service road; (5) hangar areas and areas of cargo facilities from which individuals may access any portion of the aerodrome without passing through an access controlled portal; and (6) baggage makeup areas/baggage rooms.

The term “Sterile Area” shall have the meaning ascribed to it by 49 C.F.R. 1540.5, and shall include, without limitation, all areas of the passenger terminals which are accessed through a TSA security checkpoint during their hours of operation, or when the TSA checkpoints are not in operation, those areas of the passenger terminals which are accessible only through a portal controlled by the Access Control System (ACS).

All applicants for an Unescorted Access SIDA badge shall undergo a FBI criminal history records check, as required by 49 C.F.R. 1542.209 and a Transportation Security Administration (TSA) Security Threat Assessment (STA). The Authority will retain control and responsibility for the maintenance and destruction of the criminal history records, in accordance with federal law. Applicants who refuse to be fingerprinted and/or undergo the FBI criminal history records check will be denied an Unescorted Access Badge.

The application process will require the submission of an “Application for SIDA Identification” along with the appropriate documentation from the “List of Acceptable Documents” via the SAFE IDMS, through which the Security Badge Office (SBO) Trusted Agent will establish

lawful status and work authorization. The application will be reviewed by the Massport Project Manager. If approved, the applicant will be required to proceed to the Security Badge Office to have their fingerprints captured (if applicable) and verify their identification. If the applicant is applying for Class II or Class III driving privileges, they will be required to complete additional training offered through the Authority's Operations Department. If the applicant's fingerprints and Security Threat Assessment is returned as favorable, then electronic notification will be sent to the Consultant's Authorized Signatory indicating that the application has been approved. Upon successful completion of a verbal test on the applicable security regulations, the applicant will have their photo taken and biometrics collected in order to complete badge issuance. During each visit to the Security Badge Office the applicant must present the original IDs submitted with the application. If the applicant does not successfully pass the criminal history records check and/or Security Threat Assessment, they will be ineligible to receive an Unescorted Access SIDA badge. All applicants for an Unescorted Access SIDA badge shall complete a minimum of two computer-based training modules (approximately 90 minutes) prior to receiving an initial or renewal Unescorted Access SIDA Badge

SIDA applications will be accepted from the Authorized Signatories (AS) only; each AS must complete the required recurrent training annually, in order to maintain their qualifications.

The SIDA must be worn at all times while working. It must be worn on the outmost garment between the neck and the waist. Failure to properly display security media is a violation of Authority regulations and may result in a fine, revocation of the security media, and/or removal of the Consultant Responsible Party from the SIDA or Sterile Area.

SBO business hours for Airport Security Badges (Unescorted Access, TVP, and PSID):

Monday – Friday 0700-1500

All Consultant Responsible Parties who require access to a SIDA or a Sterile Area for more than thirty (30) days over any twelve (12) month period must apply for an Unescorted Access Badge. Any Consultant Responsible Party who requires access to a SIDA or Sterile Area for a period of thirty (30) days or fewer over any twelve (12) month period may apply for a Temporary Visitor Pass (TVP), as described below.

Temporary Visitor Pass (TVP) - TVPs shall only be issued for business purposes. TVPs are issued in-hand only at the Security Badge Office and North/South Gates, and only after presentation of valid government-issued photo identification and satisfactory completion of a criminal background check. A TVP Request Form must be completed accurately and submitted to the SBO, in advance, using SAFE Identity Management System (IDMS). The SBO requires up to four (4) hours advanced notice to issue and process a TVP. Requests for TVPs at the North/South Gates are authorized only when the SBO is closed for TVP issuance, and when access to the airfield is required immediately using the vehicle gates. Otherwise, the North/South Gates will issue TVPs only in emergency situations. This protocol is not to be circumvented because of convenience or late submission of the TVP Request Form.

The Authority reserves the right to limit the number of badges per request (i.e., large "block" requests) at the North/South Gates. Large block requests for TVP badges may be directed to

the SBO for processing and pick-up, at the discretion of the Authority. Failure to comply with the TVP policy may impact the Consultant's privilege to receive TVPs in the future.

A TVP is valid only for the calendar day on which it is issued, except that a Consultant Responsible Party who has filed an application for an Unescorted Access Badge may be issued a TVP that is valid for twenty-one (21) consecutive days (not to exceed 30 days/calendar year), only issued by the SBO after application for an Unescorted Access Badge has been submitted. A person who has been issued a TVP must return it to the Authority before he/she is issued an Unescorted Access Badge. Consultant Responsible Parties who are issued a TVP must be escorted by an individual properly displaying his/her Unescorted Access Badge at all times while in a SIDA or Sterile Area, and both, escort and escortee shall remain within the immediate geographic vicinity of their assigned job site at all times. The TVP holder and his/her escort are jointly and severally responsible for ensuring that proper escorting procedures are followed. Unescorted Access SIDA Badge holders must accompany and monitor a TVP holder at all times to ensure that the escorted party is engaged only in activities for which escorted access was granted.

The TVP must be worn at all times on airport premises, in the secure or sterile area. It must be worn on the outmost garment between the neck and the waist. Failure to properly display security media is a violation of Authority regulations and may result in a fine, revocation of the security media, and/or removal of the Consultant Responsible Party from the SIDA or Sterile Area.

Public Side Identification (PSID) Badges - The PSID will be issued to all employees and/or Consultant s who do not require a SIDA badge and work exclusively in the public areas of the terminals. The PSID **will not** authorize a badge holder to enter any Secure Area of the airport, pass through any ACS doors or go through the TSA Security Checkpoint while working.

The PSID application process will require the submission of an "Application for Public Side Identification" along with the appropriate documentation from the "List of Acceptable Documents" via the SAFE IDMS, through which the Trusted Agent will establish lawful status and work authorization. Once the PSID application has been submitted the applicant's information will be submitted to TSA for a Security Threat Assessment. Once the STA has been approved by TSA, the company will be notified and the applicant will be able to pick up their badge in the SBO. During each visit to the Security Badge Office, the applicant must present the original IDs submitted with the application. Any person who does not successfully complete the STA will be ineligible to receive a PSID.

The PSID must be worn at all times while working. It must be worn on the outmost garment between the neck and the waist. Failure to properly display security media is a violation of Authority regulations and may result in a fine, revocation of the security media, and/or removal of the Consultant Responsible Party from the SIDA or Sterile Area.

Authorized Signatory (AS) - The Consultant shall appoint an Authorized Signatory(s) who shall be responsible for ensuring that all Consultant Responsible Parties complete all applicable training and application requirements prior to submitting any application for security media. The Authorized Signatory must attend an annual Authorized Signatory training class before

he/she will be authorized to sign off on security media applications. It shall be the Consultant's responsibility to contact the Security Badge Office for a schedule of required training classes. A listing of all available classes can be found at <http://logansecurity.eventbrite.com>. The Authority's Security Badge Office will provide the required training materials and application processing instructions to the Authorized Signatory. The Consultant's Authorized Signatory shall provide to the Authority documentation confirming that all Consultant Responsible Parties applying for security media have received all applicable training.

The Consultant assumes full responsibility for ensuring that all Security Badge and TVP applications are properly completed and that all security media issued to Consultant Responsible Parties are returned to the Authority upon expiration or termination, as applicable. The Authority may at any time require Consultant, at Consultant's expense, to verify the accountability of all security media issued to Consultant Responsible Parties. Within twenty-four (24) hours after the expiration of this Agreement or completion of the services under this Agreement, whichever comes first, the Consultant shall return to the Authority's Security Badge Office all security media issued to all Consultant Responsible Parties in connection with this Agreement. During the term of this Agreement, the Consultant shall immediately return to the Authority's Security Badge Office any security media issued to any Consultant Responsible Party whose employment has been terminated, or who no longer requires access to a SIDA, Sterile or Public Area, or whose security media has expired.

If the applicant is applying for Class II or Class III driving privileges, they will be required to complete additional training offered through the Authority's Operations Department. If a review of the applicant's fingerprints and Security Threat Assessment is returned as favorable, then electronic notification will be sent to the Consultant indicating that the application has been approved. Upon successful completion of a verbal test on the applicable security regulations, the applicant will have their photo taken and biometrics collected in order to complete badge issuance.

All applications for an Unescorted Access Badge must be submitted to the Security Badge Office, with payment of all applicable fees completed during Visit 1, prior to the need for access to the SIDA or Sterile Areas. All applications for a TVP must be submitted to the Security Badge Office at least four (4) hours prior to the visitor's arrival. The Consultant shall pay the Authority, in accordance with the fee schedule herein, for each Unescorted Access Badge that is unaccounted for, lost, missing, or not returned to the Authority within the applicable time period set forth above. Final payment to the Consultant may be withheld or reduced pending the Consultant's return of all Unescorted Access Badges to the Authority. All Unescorted Access Badges that cannot be accounted for must be reported immediately to the Authority's Security Badge Office at (617) 561-1706 during regular business hours and to the Authority's Operations Department at (617) 561-3304, after hours and during weekends.

Failure to comply with these rules, regulations, policies and requirements set forth herein, including any amendments and/or additions, shall constitute a material breach of this Agreement and/or a violation of the regulations of the Massachusetts Port Authority, the TSA-approved Boston-Logan International Airport Security Program, or other applicable law, and shall be subject to the applicable penalties for each violation.

Security media issued by the Authority remains property of the Authority, and is subject to revocation at any time without notice or cause.

Additional Terms and Conditions:

1. Except if otherwise expressly set forth elsewhere in Consultant 's Agreement with the Authority, Consultant 's compliance with this security media program shall be considered incidental to Consultant 's work and no further or additional payment will be made therefor by the Authority to the Consultant .
2. In addition to the above requirements, any Consultant performing work in the U.S. Customs and Border Protection Security Area or Federal Inspection Services Area may be required to obtain further authorization as determined by the U.S. Customs and Border Protection Service (USCBP), Officer in Charge. No separate payment will be made to the Consultant for U.S. Customs and Border Protection Service authorization, the costs of which are considered a subsidiary part of this Agreement. See Section E, below, for the USCBP requirements, which are subject to change at the sole discretion of the USCBP.
3. Fees for security media are as follows:

SIDA Badge:	\$41 per badge
Initial Fingerprinting:	\$39 per badge
Renewal Fingerprinting:	\$23.25 per badge
PSID Badge	\$10 per badge
Temporary Visitor Pass	\$5 per TVP

Penalties for unaccounted for (lost/stolen/not returned to the Authority) Unescorted Access Badges will be assessed in accordance with the Authority's regulations. Replacement Unescorted Access Badges shall require, at a minimum, a new application and payment of an application fee in addition to any penalty levied. The Consultant must deactivate and return media to the SBO immediately upon learning that an employee will no longer work for the sponsoring employer. Failure to do so will result in issuance of a security violation under the Code of Massachusetts Regulation (CMR), 30.10, to the employee and the Consultant , and the inability of the Consultant to submit additional applications to the SBO. Penalties and application fees are subject to change without notice.

B. Airfield Driver License

One of the following types of driver licenses is available to applicants who have a valid Unescorted Access Badge, and have successfully completed the driver's training courses required by the Authority:

1. Class I: Restricts operation of a motor vehicle to the Vehicle Service Road (VSR) and the ramp and apron areas immediately around the footprint of the terminal building.
2. Class II: Permits operation of a motor vehicle on the VSR, the Perimeter Road and, in some cases, the inner and outer taxiways.

3. Class III: Permits operation of a motor vehicle on all areas of the Aerodrome, including active aircraft areas, runways and taxiways.

All motor vehicle operators shall be subject to applicable rules and regulations governing the operation of motor vehicles on the Aerodrome. In addition to the SIDA computer-based training, all licensed airfield drivers shall complete the computer-based “Non Movement Driver Training” or “Movement Area Driver Training” module prior to receiving an initial Unescorted Access Badge and each renewal Unescorted Access Badge. Applicants applying for Class II or Class III licenses shall require additional training by the Authority’s Operations Department. Access will be suspended when the driver’s license on file expires and will not be reinstated until the badge holder presents their updated license to the Security Badge Office.

C. Vehicle Aerodrome Permits

All vehicles authorized to access to the Aerodrome shall be equipped with Vehicle Aerodrome Permits issued by the Authority’s Aviation Security Department. A fee shall be charged for each Vehicle Aerodrome Permit. Said fee shall be determined in accordance with the schedule of fees for Vehicle Aerodrome Permits maintained by the Authority’s Department of Aviation Security. To be eligible for a Vehicle Aerodrome Permit, each vehicle must (1) be in a good state of repair, (2) have a valid motor vehicle inspection sticker (plated vehicles only), (3) clearly display company identification on each side, and (4) pass an inspection conducted by the Authority or one of its agents. In addition, satisfactory evidence of required insurance coverage and a copy of the vehicle registration must be submitted with the Vehicle Aerodrome Permit application form, showing limits approved in advance by the Authority’s Risk Management Department.

The Consultant shall forward each Vehicle Aerodrome Permit application to the Authority’s Project Manager, who will send it to the Authority’s Aviation Parking Violations Department for processing. Vehicle Aerodrome Permits shall be issued only to the Consultant ; therefore, the Consultant must provide sufficient personnel and escort vehicles to comply with the Authority’s rules and regulations. The Consultant will be required to provide copies of the following: Massachusetts Vehicle Inspection, vehicle registration and driver insurance. The application must be signed by the Massport Project Manager.

D. ZERO TOLERANCE POLICY

The Authority maintains a ZERO TOLERANCE POLICY with respect to security violations. All violators shall be subject to the penalties set forth in 740 CMR 30 and 31, as applicable, including but not limited to: (1) a fine not to exceed \$2,000.00; (2) suspension of and/or disqualification from receiving an Unescorted Access Badge or a TVP; (3) revocation of an Unescorted Access Badge, a TVP, and/or privileges to perform aviation or commercial services on the airport; (4) removal of the individual from the Sterile Area or SIDA; and/or (5) criminal prosecution.

E. Access to U.S. Customs and Border Protection Security Area

The Consultant shall ensure that all Consultant Responsible Parties working in the USCBP Security Area or Federal Inspection Services area in furtherance of the work hereunder obtain a U.S. Customs access seal issued by the USCBP. Each employee shall be required to openly display an approved USCBP access seal at all times while in the USCBP Security Area (as defined below). Failure to comply with CFR Title 19, Section 122.182 shall constitute a violation, and shall be subject to the penalties set forth therein for each violation. The Consultant, at the conclusion of the work hereunder, shall return to the USCBP all access seals issued to persons performing any work whatsoever hereunder. The Consultant shall pay the USCBP a \$1,000.00 (One Thousand Dollar) fine for every access seal not returned to the USCBP at the completion of the work hereunder. Final payment to the Consultant may be withheld or reduced until all access seals are accounted for and/or returned.

1. *Definition of “U.S. Customs Security Area” applicable to all badges with a CBP seal.*

In accordance with Section 122.181 of the U.S. Customs Regulations, Subpart S (19 CFR 122.181), the term “U.S. Customs Security Area” means the Federal Inspection Services (FIS) area which is designated for processing international passengers, crew, their baggage and effects arriving from or departing to foreign countries. The FIS area includes the aircraft jetways and ramp area, and other restricted areas as designated by the U.S. Customs Port Director. The following describes applicable U.S. Customs Security Zones at Logan International Airport:

ZONE 1 – Encompasses the entire Federal Inspection Service area, including the jetways and aircrafts when international passengers and/or crew are present. (Red seals required/black seals NOT authorized)

ZONE 2 – Encompasses the international ramp area. This includes the jetways and aircrafts only after international passengers and/or crew have deplaned **and** cleared the jetway. (Red seals or black seals required)

With the exception of Federal, uniformed State and local law enforcement, and aircraft passengers or crew, all persons located at, operating out of, or employed by any airport accommodating international air commerce (including its tenants and/or Consultant s) must openly display an approved U.S. Customs seal issued by the USCBP Security Office.

If the Consultant or any of its employees, subConsultant s, suppliers, agents, vendors, or materialmen fails to comply with any of the USCBP regulations applicable to the U.S. Customs Security Area at Logan International Airport, the principal and surety on the U.S. Airport Customs Security Area bond may be held liable for liquidated damages in the amount of \$1,000 per violation.

2. *U.S. Customs Airport Security Bond Provisions*

The Consultant shall in accordance with CFR Title 19, Section 122.182 secure an Airport Customs Security Area bond with a surety company holding a certificate of authority acceptable for issuing federal bonds. Each bond shall be secured for a minimum of \$25,000.00 (Twenty-Five Thousand Dollars), depending on the number of employees who will require a U.S. Customs access seal. Before the required access seal is issued by the USCBP, the Consultant will be liable for liquidated damages to the USCBP for any violations of the U.S. Customs Security Area requirements. No applications for U.S. Customs access seals, or requests for U.S. Customs temporary badges or seals (described below), will be processed until the Consultant has secured a bond in accordance with the aforementioned requirements.

The Consultant may not seek additional compensation from the Authority or its representatives for any federal bonding requirements, the cost of penalties incurred as a result of failure to return a U.S. Customs access seal, or any charges or losses incurred that are incidental to payment withholding resulting from the above.

3. *Temporary U.S. Customs Access Seals*

When an approved U.S. Customs access seal is required under 19 CFR 122.182(a), and the U.S. Customs Port Director determines that the application cannot be administratively processed in a reasonable period of time, the Consultant may, upon written request, be issued a temporary U.S. Customs access seal for the employee in question. The Consultant must satisfy the U.S. Customs Port Director that a hardship will result if the request is not granted. Surety on the Airport Customs Security Area bond as required by 19 CFR 122.182(c) may be waived at the discretion of the U.S. Customs Port Director, but only for the period of the temporary U.S. Customs access seal and its renewal period. This seal will be valid for a period deemed necessary, at the discretion of the U.S. Customs Port Director, and may be extended if the circumstances remain the same.

Persons who require temporary access to the U.S. Customs Security Area may obtain a U.S. Customs access seal valid for not more than thirty (30) days. Official visitor access seals will be valid for the day of issuance only. Access seals for both temporary and official visitors are renewable for periods equal to their original periods of validity. **Temporary access seals WILL NOT be issued to applicants waiting for permanent seals.** The request for temporary access must be made in advance and in writing.

The Consultant will be responsible for the timely return of all temporary U.S. Customs access seals. The applicant may be required to submit fingerprints. If required, the Federal Bureau of Investigation user fee for conducting fingerprint checks and the U.S. Customs administration-processing fee must be tendered at the time of application.

4. *Quarterly Reporting Requirement*

In accordance with Subsection 122.184(c), the Consultant shall submit (a) quarterly reports to the USCBP Security Office on the first day of January, April, July and October in the form required under said Subsection, and (b) a separate report setting forth any

additions or deletions since the last quarterly report in the form required under said Subsection. The Consultant is responsible for the certification and maintenance of said reports and other documents as required under Subsections 122.181 and 122.189. Failure to submit these reports or to adhere to the aforementioned reporting requirements can result in liquidated damages against the Consultant's security bond.

5. *Additional Information*

Additional information concerning access to the U.S. Customs Service Security Area at Logan International Airport, and these and other requirements pertinent thereto, can be obtained from the USCBP Security Seal Coordinators, (617) 568-1810.