

Scituate Community Preservation Committee Funding Request Form

DATE and YEAR of Application: 27 August 2021

Revision to 13 August 2021

APPLICANT INFORMATION

Project Sponsor or Organization: JAMES MF GILMORE

Contact Name & Address: 735 First Parish Rd

Telephone Number: 617-922-9838 Email: jpgilmore@outlook.com

PROJECT INFORMATION

CPA CATEGORY (check all that apply):

- OPEN SPACE
- RECREATION
- HISTORIC PRESERVATION
- COMMUNITY HOUSING

NAME OF PROJECT: Scituate High School Tennis Courts Upgrade

BRIEF DESCRIPTION OF PROJECT: Determine feasibility study for potential upgrades and expansion to the existing tennis courts on the High School Campus.
Attach additional pages including summary, budget, estimated timeline and justification of need.

Project Location or Address: 618 Chief Justice Cushing Highway
 OPEN SPACE HISTORIC PRESERVATION
Include map, photo and other imagery for ALL category projects.

If Open Space or Community Housing:

Assessor's Map Page, Block & Lot Number: _____

Number of acres in parcel: _____

Current Zoning Classification: _____

Assessed Value: _____

Title in name of: _____ Title Abstract Date: _____

Number of housing units proposed: _____

Summarize how this request benefits the Town of Scituate and meets the goals of the Community Preservation Act.

Same as 13 August Submitted

PERMITS AND APPROVALS

What permits and approvals are required? Have they been obtained or have you filed for them?

Name of Permit	Filed? (Y/N)	Filed (Date)	Obtained (Date)
		//	

Have you met with any other Town Boards or committees? If so, what were the outcomes of those meetings? (Letters of support from other Boards and committees should be included in the application or supplied at a later date.)

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Notes:

What non-financial support and services are necessary, and how will these be provided?

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FUNDING

Describe the proposed funding for this project. Identify other sources you are seeking funds from, and whether those funds are secured. Identify any funds you or your organizations are willing to provide.

Please see Attached cost
proposal from ACTIVITAS for
feasibility study

Proposed Funding

Total Project Cost	CPC Funds Requested	Source(s) of Funds other than CPA	Amount	Funding Secured? (Y/N)*
\$ 12,325	\$ 12,325		\$ 12,325	
10% Contingency	1,235		\$ 1,235	
			\$	
			\$	
			\$ 13,560	

* If the request is still outstanding, when do you expect to hear a decision?

OTHER COMMENTS

Provide any other information you think the CPC should be aware of in evaluating your request for funding.

Once this study is complete, we will move forward to submit Design Phase and then construction Phase funding.

By signing below, the Applicant represents he/she is duly authorized, agrees to the terms and conditions and all other requirements of this Application and agrees to be bound thereby if funding is granted for the Project.

Date: 27 August 2021 Signature: *[Signature]*

FOR COMMUNITY PRESERVATION COMMITTEE USE

This request received by Scituate CPC on _____

Copies provided to CPC Members on _____

Additional information required: _____

Below, the Applicant reports

Committee Vote

Votes:	Yes / No	Votes: Y/N/Abstain	Date
Recommend to Town Meeting			

Other: _____

COST PROPOSAL FOR OUTDOOR ATHLETIC FACILITY SITE PLANNING SERVICES

FEASIBILITY STUDY TOWN OF SCITUATE TENNIS COURTS SCITUATE, MASSACHUSETTS

26 AUGUST 2021

FOR:
MR. JAMES GILMORE

INTRODUCTION:

Activitas Inc., (the Consultant) is pleased to provide this Proposal for professional Athletic Facility Site Planning Services for work associated with a Feasibility Study to determine potential upgrades and expansion to the existing tennis courts on the Scituate High School campus in Scituate, Massachusetts. The project program is anticipated to study the following:

- Layout option(s) for renovations and expansion to existing four (4) tennis courts at Scituate High School (expansion to at least 5 courts will be explored);
- Options for post tension concrete and asphalt tennis courts;
- Options for various surfacing systems;
- Layout option(s) for fencing systems;
- Layout option(s) for a sports lighting system;
- Perimeter circulation and landscape improvements, including handicap accessible routes to/from the proposed facility;

The goal of this initial Programming and Preliminary Design Phase is to establish the scope and finish quality of the final improvements and to determine a realistic project budget for construction (assuming a public bid process).

SCOPE OF SERVICES:

The Consultant will provide professional Athletic Facility Design Services as outlined below for the development of this Project. Services are anticipated to include:

- Assistance to the Client with the Preliminary Project Programming
- Preparation of a Preliminary Design Drawing
- Preparation of a Preliminary Opinion of Probable Project Costs
- Prelim. Analyses of Anticipated Regulatory Requirements & Design/Construction Schedules

PROJECT EXPERTISE:

- Mark Novak, RLA will serve as Principal in Charge of the project.
- Ben Gleason, RLA will serve as Project Manager and manage staff, project schedule and the production of the project documents.

- *Kelvin Huang, ASLA and Olivia Messenger, ALSA* will assist in the production of the renderings and project documents.

PART I. BASIC SERVICES:

A: PHASE 0: EXISTING CONDITIONS INFORMATION

Item 0.1 Existing Conditions

Activitas will review existing conditions via GIS information provided by the Client as required to prepare the project base mapping in AutoCAD format. Activitas will also perform a site visit to further familiarize ourselves with features of the existing site information.

B. PHASE 1: PROGRAMMING AND PRELIMINARY DESIGN

Item 1.1 Project Program Verification Meeting:

Activitas will organize a kick-off/programming meeting with the Client (and appropriate tennis court users/groups) to confirm the preliminary requirements for the project. The intent of the meeting is to establish the proposed scope of work and confirm the anticipated project budget as well as develop a preliminary design and deliverables schedule.

Item 1.2 Preliminary Court/Facility Design:

Based on the findings of our facilities review and feedback gathered from the Client during the programming meeting, Activitas will prepare 2-Dimensional plans for the proposed courts and associated site developments which will investigate schematic layout and materials including:

- Court layout and surface type
- Fencing type and height
- Sports lighting system pole locations and sizes
- Scoreboard type, size and location (if applicable)
- Player, spectator, maintenance and emergency access
- Spectator seating and viewing opportunities
- Site improvements (handicap accessible routes)

Item 1.3 Preliminary Cost Opinion:

Based on the Approved Preliminary Design Plans, Activitas will prepare an itemized Opinion of Probable Costs for the project. The detailed document will include the anticipated costs for the facility and are anticipated to include:

Construction Costs

- Demolition and Site Preparation
- Erosion and Sediment Control

- Earthwork and Drainage
- Materials and Installation – Athletic Court and Drainage
- Materials and Installation – Fencing Improvements
- Materials and Installation – Fixed Athletic Equipment
- Materials and Installation – Scoreboard, Sports Lighting System and Electrical Infrastructure
- Site and Landscape Improvements Budget

Contractor Costs

- General Construction Conditions
- Bonds and Insurance
- Contractor's Overhead and Profit

Design and Other Soft Costs

- Anticipated Permitting and Design Fees
- Anticipated Construction Observation Fees
- Owner's Project Management Budget
- Suggested Construction Contingencies
- Materials Testing Budget

Equipment Costs

- Moveable Athletic Equipment Budget

Item 1.4 Preliminary Analyses of Anticipated Regulatory Requirements and Design/Construction Schedules:

Based on the Approved Preliminary Design Plans, Activitas will prepare a preliminary analysis of anticipated regulatory requirements for the project in the Town of Scituate. Conceptual schedules for design and construction will also be provided.

C: REIMBURSABLE EXPENSES (ESTIMATED):

In an effort to minimize the cost of the project, Reimbursable Expenses are not billed as a lump sum portion of the Basic Services, but include only actual expenditures approved in advance by the Client in accordance with the General Terms and Conditions of the Design Services Agreement and shall be invoiced at 1.15 times their actual cost. Expenses will be billed monthly as they accrue against the estimated total.

Expenses for the Consultant are not anticipated to exceed \$1,000. In the event that expenses exceed this amount, the total will be increased by the Client as required. The Consultant will not proceed with expenses beyond the anticipated total without the prior written approval of the Client.

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PART II. COMPENSATION FOR SERVICES

A. Basic Services shall be compensated as shown below:

		Activitas	Subtotal:
Phase 1:	Programming and Preliminary Design:		
Item 1.1	Project Program Verification Meeting	\$1,500.00	\$1,500.00
Item 1.2	Preliminary Court/Facility Design	\$6,750.00	\$6,750.00
Item 1.3	Preliminary Cost Opinion	\$2,325.00	\$2,325.00
Item 1.4	Permitting/Schedule Analyses	\$750.00	\$750.00
	Subtotal:	\$11,325.00	\$11,325.00
	Reimbursable Expense Budget:		\$1,000.00
	TOTAL:		\$12,325.00

PART III. ADDITIONAL SERVICES

A. If services are authorized by the Client which exceed those listed under the Basic Services and are not customarily furnished in accordance with accepted practice, they shall be compensated at the rates listed in the Compensation Section. Such additional expenses shall include, but not be limited to: 1) major revisions in documents and/or drawings due to causes beyond the control of the Consultant, including all changes to the design and drawings resulting from meetings with the Client, Municipal or State agencies and review boards, or revisions requested by the Client after approval of the Consultant's plans by the Client, and submission to the Municipality and/or State; 2) design of off-site improvements resulting from requests by the Client and/or requirements from jurisdictional authorities; 3) applications, printing and fees for local, state and federal permits other than those specifically listed in this Proposal; 4) attendance at meetings or hearings beyond those listed in the Basic Services; 5) hazardous site or building material evaluation or abatement design; 6) the preparation of drawings for phased construction; 7) traffic engineering; 8) structural engineering; 9) pile cap or spread footing sports light pole footing design; 10) Design or application for LEED Certification 11) Clerk of the Works services; 12) As-built drawings (to be procured by the General Contractor and Subs).

B. Rates for Additional Services will be furnished on an hourly basis at the following hourly rates:

MANAGING PRINCIPAL	250.00
DESIGN PRINCIPAL	225.00
PRINCIPAL CIVIL ENGINEER	225.00
SENIOR ASSOCIATE	175.00
ASSOCIATE	150.00
PROJECT MANAGER	125.00
CIVIL ENGINEER	125.00

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CIVIL EIT	115.00
PROJECT LANDSCAPE ARCHITECT.....	115.00
CIVIL DESIGNER	100.00
STAFF LANDSCAPE ARCHITECT.....	90.00
CLERICAL STAFF	70.00

Rates and roles may be adjusted from time to time. Written notification will be provided to the Client prior to changes in billing structure.

CLIENT AUTHORIZATION

The Client agrees with Parts I, II, III and IV which includes the Scope of Services, Compensation for Services Additional Services, and Terms and Conditions.



Mark Novak, RLA
Design Principal | Activitas Inc.

Name

Date: 26 August 2021

Title

Date: _____

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PART IV:

**ACTIVITAS INC.
TERMS AND CONDITIONS OF AGREEMENT
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The engagement of Activitas Inc. (the Consultant) by the Client is under the following terms and conditions and is an integral part of the collective Agreement between the Client and the Consultant.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to the Consultant is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. **A RETAINER OF \$0.00 IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.**
4. Requests for Additional Services and any associated fee adjustment must be authorized in writing before Additional Services can begin.
5. Invoices will be rendered monthly and become due upon receipt.
6. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to the Consultant within 30 days of the date of invoice, the Consultant may, without waiving any other claim or right against the Client, suspend services under this Agreement until the Consultant has been paid in full all amounts due the Consultant and/or any of its Consultants and Subcontractors. The balance on overdue invoices shall be subject to an interest charge of 1.5% per month or 18% per annum accruing from the due date of the invoice. Application of the percentage rate listed above as a consequence of late payment by the Client does not constitute any willingness on the Consultant's part to finance the Client's operation, and no such willingness should be inferred.
7. If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.
8. The Consultant agrees to carry the following insurance during the term of this Agreement:
 - Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
 - Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$500,000 per occurrence and in the aggregate.
 - Professional Liability Insurance with a limit of \$1,000,000 per claim and \$2,000,000 in the aggregate.
 - Automobile Liability Insurance including non-owned and hired automobiles with the following limits:

Bodily Injury	\$500,000 each person
	\$500,000 each occurrence
Property Damage	\$100,000 each occurrence

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, the Client agrees to reimburse the Consultant for such additional expense.
9. The Consultant shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of the Consultant.
10. The Consultant's services will be performed on behalf of and solely for the benefit and exclusive use of the Client and Client's agents and designees for the limited purposes set forth in the Agreement. Client acknowledges that The Consultant's services require decisions which are not based upon science, but rather upon judgmental considerations.

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11. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees and subconsultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of \$50,000, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
12. The Client further agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and subconsultants to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's subconsultants to all those named shall not exceed \$50,000, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising unless otherwise prohibited by law.
13. In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by the Consultant.
14. Per the Construction Observation section of Part I of this agreement the Consultant will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and the Consultant, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow the Consultant, as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Consultant will keep the Client informed about the progress of the Work and will endeavor to guard the Client against deficiencies in the Work. If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by the Consultant as Additional Services in accordance with the terms of this Agreement. The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.
15. The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in the Consultant's having to certify, guarantee or warrant the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any amount due to the Consultant in any way contingent upon the Consultant's signing any such certification.
16. All documents including Drawings and Specifications prepared by the Consultant pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by the Client or a third person or entity authorized by the Client without written verification or adaptation by the Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to the Consultant; and the Client, shall release, indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to additional compensation at rates to be agreed upon by the Consultant and the third person or entity seeking to reuse said documents.
17. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties or understandings, unless contained herein, exist between Client and The Consultant.
18. The Consultant agrees to comply with all Federal Equal Opportunity laws, orders and regulations. Without limiting the generality of the foregoing, the Consultant will not discriminate against any employee or applicant for employment by the Consultant because of race, creed, color, age, sex, marital status, national origin or disability. In addition, the Consultant will not discriminate against any employee or applicant for employment by the Consultant because of sexual orientation. The Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, age, sex, marital status, special disabled veteran or Vietnam era veteran status, national origin, disability or sexual orientation. Such action shall include, but not be limited to, the following: (i) employment, upgrading, demotion or transfer; (ii) recruitment or recruitment advertisement; (iii) layoff transfer; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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19. The Client agrees to include Activitas Inc. as Consultant for the Project, in all construction signage identifying the project, and will make his best effort to include Activitas in appropriate press releases and promotional information.
20. The Consultant and their subconsultants shall be paid Additional Services for work related to disputes and questions arising out of the General Contractor and/or Subcontractors' disputes arising out of the Bidding and Construction process.
21. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Disputes not settled by mediation shall be settled by a court of competent jurisdiction.
22. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.
23. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.
24. In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

25. The Americans with Disabilities Act (ADA) and the Massachusetts Architectural Access Board (MAAB) regulations provide that it is a violation of these regulations to design and construct a facility that does not meet the accessibility and usability requirements of the ADA and MAAB unless it can demonstrate that it is structurally impractical to meet the requirements. The Client understands that the requirements of ADA and MAAB will be subject to various and possibly contradictory interpretations. The Consultant therefore will use its reasonable professional efforts and judgment to interpret applicable ADA and MAAB requirements and other state, local and federal regulations as they apply to the project. The Consultant however can not and does not warrant or guarantee that the Client's project will comply with all interpretations of ADA and MAAB requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to this project.
26. The Client understands and agrees that products or materials that are permissible under current codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Client agrees that if any such product or material specified for this Project by the Consultant shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant. The Client further agrees that if the Client directs the Consultant to specify any product or material after the Consultant has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Consultant and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health and safety hazards.

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27. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other party encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.
28. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.
29. This agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.