



**THOMAS M. MENINO**  
MAYOR OF BOSTON

**THOMAS J. TINLIN**  
COMMISSIONER OF TRANSPORTATION  
BOSTON TRANSPORTATION DEPARTMENT

**REQUEST FOR PROPOSALS FOR  
ENGINEERING AND URBAN DESIGN SERVICES  
RELATIVE TO THE RECONSTRUCTION OF DUDLEY SQUARE**

**OCTOBER, 2011**



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**CITY OF BOSTON  
TRANSPORTATION DEPARTMENT**

**Invitation to Bid for the Following Services**

**ENGINEERING AND DESIGN SERVICES RELATIVE TO THE  
RECONSTRUCTION OF DUDLEY SQUARE  
IN THE CITY OF BOSTON**

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**PLEASE NOTE:**

The Department respectfully asked Vendors to submit a signed CM-10 form (page iii/ middle box).

Vendor Information Form (PeopleSoft) . This form is required of all vendors who have not done business with the City of Boston in the last year.

**SECTION 1.0**  
**NOTICE TO PROPOSERS**  
**(ADVERTISEMENT)**

**Request for Proposals for Design Services relative to improving  
transportation and pedestrian conditions in Dudley Square the City of Boston.**

The City of Boston, acting by and through its Transportation Department (City), invites sealed proposals for the performance of the services generally described above, and particularly as set forth in the Request for Proposals Documents. The Documents shall be available at the Boston Transportation Department, One City Hall Plaza, Room 721 Boston, MA from Monday October 17, 2011 through Friday October 28, 2011. This contract is procured under the provisions of the City Charter and is exempt from Chapter 30B §1(b) (32A) of the Massachusetts General Laws.

Completed Documents shall be submitted as follows: one signed unbound original and five copies of the proposal no later than 12:00pm on Thursday November 3, 2011 to the Boston Transportation Department, Room 721, City Hall, Boston MA 02201. **The price proposal (Section 9.0) must be submitted in a separate sealed envelope.** A non-refundable Proposal deposit in the form of a certified check drawn on, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the City of Boston, in the amount of one hundred dollars (\$100) must be included with the submittal. All of these items should be placed in an envelope labeled **"BTD - Request for Design Services: Dudley Square"**

The award of a contract under this Request for Proposals shall be based upon a determination of the most advantageous proposal from a responsible and responsive vendor taking into consideration price and the evaluation criteria set forth in the Documents. The term of the contract shall be for twenty four months beginning on or about December 1, 2011 to November 30, 2013.

The City reserves the right to accept or reject any or all proposals or any part or parts thereof; to waive any defects, informalities and minor irregularities; and to award the contract as the City deems to be in its best interest. This contract is subject to appropriation. The maximum time for proposal acceptance is ninety (90) days after the above-mentioned date specified for receipt of proposals.

Thomas J. Tinlin  
Commissioner

(October 17, 24)

# STANDARD CONTRACT

CITY OF BOSTON/COUNTY OF SUFFOLK

(FORM CM 10 and 11)

CONTRACT NO. \_\_\_\_\_

## DEPARTMENT - INVOICE MAILING ADDRESS

Boston Transportation Department  
One City Hall Plaza, Room 721  
Attn: Vineet Gupta  
Boston, MA 02201

## SERVICE LOCATION ADDRESS

## CONTRACTOR'S NAME AND ADDRESS

PLEASE  
INCLUDE  
ZIP  
CODE

BY	Account	Fund	Org	Program	Sub-CI	Project/Grant	Function	Amount
1997	50000	300	251000	1010	10629	0000	0000	

FIN or SSN

Vendor ID

DESCRIPTION OF SERVICES FOR WHICH CITY/COUNTY AGREES TO PAY IF RENDERED IN ACCORDANCE WITH THE CONTRACT  
DOCUMENTS ATTACHED AND/OR INCORPORATED BY REFERENCE (continue on separate 8 1/2" x 11" sheet(s) if necessary)

TERM

(M/D/Y)

12/1/11

thru

11/30/13

Engineering and design services relative to the reconstruction of Dudley Square.

\* INSERT BASIS OF COMPENSATION: \$      PER HOUR / \$      PER DIEM

TOTAL  
AMOUNT  
NOT TO  
EXCEED

\$

## AUDITOR

APPROVED AS TO AVAILABILITY OF AP-  
PROPRIATION OR PURSUANT TO ARTICLE  
12.2 OF THE GENERAL CONDITIONS

IN THE AMOUNT OF

\$

SIGNATURE

DATE

## CONTRACTOR

AGREES TO PROVIDE THE SERVICES AS  
INDICATED IN ACCORDANCE WITH THESE  
CONTRACT DOCUMENTS. (IF CORPORA-  
TION, ATTACH AUTHORITY TO SIGN.)

SIGNATURE

TITLE

DATE

## AWARDING AUTHORITY/OFFICIAL

ATTACH APPROVED LETTER OF  
AWARD AND OTHER REQUIRED  
DOCUMENTS.

SIGNATURE

DATE

## ATTACHMENTS: (✓ CHECK ALL APPLICABLE DOCUMENTS ATTACHED)

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> AWARD LETTER                     | <input type="checkbox"/> REGISTER OF PROPOSALS                   | <input type="checkbox"/> PERFORMANCE BOND                             |
| <input type="checkbox"/> ADVERTISEMENT                    | <input type="checkbox"/> BID RESPONSE FORM                       | <input type="checkbox"/> CERTIFICATE OF AUTHORITY                     |
| <input type="checkbox"/> DETERMINATION TO USE RFP         | <input type="checkbox"/> PROPOSAL/APPLICATION                    | <input type="checkbox"/> NO-RISK CERTIFICATE                          |
| <input type="checkbox"/> JUSTIFICATION FOR REQ. CONTRACTS | <input type="checkbox"/> CONTRACTOR CERTIFICATION                | <input type="checkbox"/> INSURANCE CERTIFICATE(S)                     |
| <input type="checkbox"/> LIVING WAGE FORMS                | <input type="checkbox"/> PURCHASE DESCRIPTION/<br>SPECIFICATIONS | <input type="checkbox"/> REQUIREMENTS CONTRACTS<br>GENERAL CONDITIONS |
| <input type="checkbox"/> BID OPENING CERTIFICATE          | <input type="checkbox"/> EVALUATION CRITERIA (RFP'S)             | <input type="checkbox"/> SPECIAL AGREEMENT(S)                         |

Approved as to form by Corporation Counsel July, 2009

No payment will be made until the original copy of the executed contract is filed with the Auditing Department

**CITY OF BOSTON/COUNTY OF SUFFOLK  
STANDARD CONTRACT GENERAL CONDITIONS**

FORM CM 11

**ARTICLE 1 -- DEFINITION OF TERMS:**

- 1.1 The following terms or pronouns used in their stead wherever they appear in these Contract documents shall be construed as follows:
- 1.1.1 "City" shall mean the City of Boston or the County of Suffolk.
- 1.1.2 "Contract" and "Contract Documents" shall include, as applicable, all Advertisements, Invitations for Bids, Requests for Proposals, Proposals, Applications, Purchase Description/Specifications, Evaluation Criteria, Performance Bonds, General Conditions/Special Agreements/Requirements Contract General Provisions, letter to the Mayor of Boston concerning the award of the Contract, and all amendments thereto, which documents are incorporated herein by reference.
- 1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to whom this Contract is awarded.
- 1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

**ARTICLE 2 -- PERFORMANCE:**

- 2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.
- 2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.
- 2.3 All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official.

**ARTICLE 3 -- ACCEPTANCE OF SERVICE:**

- 3.1 The City shall have a reasonable opportunity to inspect all service performed by and work product of the Contractor and accept or reject such service or work product.

**ARTICLE 4 -- TIME:**

- 4.1 It is understood and agreed that all specified times or periods of performance are of the essence of this Contract.

**ARTICLE 5 -- COMPENSATION:**

- 5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing service, labor and expenses for which compensation is due and requesting payment for services rendered by the Contractor during the period covered by the invoice.
- 5.2 Thereupon the Official shall estimate the value of services accepted by the City, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.
- 5.3 The City shall pay in full and complete compensation for services performed under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule.
- 5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise.
- 5.5 The Contractor shall furnish such information, estimate or vouchers relating to the services or to documentation of labor or expenses as may be requested by the Official.

**ARTICLE 6 -- RELATIONSHIP WITH THE CITY**

- 6.1 The Contractor is retained solely for the proposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
- 6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City.
- 6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor.
- 6.4 Any waiver, expressed or implied, by the City or the Official of any rights, terms or conditions of this Contract shall not operate to waive such rights, terms or conditions or any other rights, terms or conditions, beyond the specific instance of waiver.

**ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:**

- 7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.
- 7.2 The Contractor shall bear all loss resulting from any cause before performance of services is completed and after performance of services if the service or work product fails to conform to specifications.
- 7.3 The Contractor shall assume the defense of and hold the City, its officers, agents or employees, harmless from all suits and claims against them or any of them arising from any act or omission of the Contractor, its agents or employees in any way connected with performance under this Contract.

**ARTICLE 8 - REMEDIES OF THE CITY:**

- 8.1 If the Contractor shall provide services in a manner which is not to the satisfaction of the Official, the Official may request that the Contractor refund services at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide services or shall provide services which are not satisfactory to the Official, the Official, in the alternative, may make any reasonable purchase or Contract to purchase services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor.
- 8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
- 8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause within fourteen (14) days after its occurrence.
- 8.4 This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract.

**ARTICLE 9 -- REMEDIES OF CONTRACTOR:**

- 9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

**ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT:**

- 10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

**ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY:**

- 11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts.
- 11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
- 11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law).
- 11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, religious creed, national origin or age. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.
- 11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, employee or any other party, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.
- 11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall protect and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions of the Contractor, his agents, or employees.

- 11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (Ordinances of 1987, Chapter 14), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.

**ARTICLE 12 -- AVAILABLE APPROPRIATION:**

- 12.1 This Contract is subject to the availability of an appropriation therefor.
- 12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.
- 12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.
- 12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

**ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:**

SECTION 3.0  
REQUEST FOR PROPOSALS

CITY OF BOSTON/COUNTY OF SUFFOLK  
TRANSPORTATION DEPARTMENT

**3.1 Request:** The City of Boston/County of Suffolk, acting by the Official designated in the Advertisement, invites proposals to provide the services and performing the work as described in the Sections 4.0 and 8.0 hereof and in accordance with the terms and conditions of the contract documents.

**3.2 Awarding Authority/Evaluation Committee:** This procurement is made under the City Charter and the competitive sealed proposals procedures of Chapter 30B, Section 6 of the Massachusetts General Laws. Individuals or firms submitting proposals (proposers or contractors) must provide all of the information requested in this Request for Proposal (RFP), including a written proposal as set forth in Section 8.0. An evaluation committee designated by the Boston Transportation Department (BTD) will be responsible for the review and evaluation of proposals submitted in response to the RFP. The evaluation committee shall submit its evaluation to the Commissioner who shall determine the most advantageous proposal. The Scope of Services and the Evaluation Criteria are set forth in Sections 4.0, 5.0 and 8.0.

**3.3 Submission of Proposals/Proposal Deposit:** The proposals submitted hereunder shall be in two separate envelopes. In one envelope the original signed copy of Section 1.0 through 8.0 shall be submitted. In a separate envelope the original of Section 9.0 Price Proposal shall be submitted. Each of these shall be submitted before the time and at the place designated in the Advertisement and shall be accompanied by a proposal deposit in the form of a bank check, a certificate of deposit, a certified check, or a treasurer's or a cashier's check issued by a responsible bank or trust company, payable to the City of Boston in the amount set forth in Advertisement. All deposits, except those of the three highest rated proposers, shall be returned upon notice of award of a contract, or if no award is made, at the expiration of ninety (90) days from the date the proposals are due. The deposits of the three highest rated Proposers shall be returned only upon the execution and delivery of the contract to the City or, if no award is made, upon the expiration of ninety days from the date the proposals are due, or if federal, state or other government approval is required, within thirty days (Saturdays, Sundays and legal holidays excluded) after the date of such third party approval. If the successful proposer fails to perform his agreement to execute a contract and furnish any required security for performance within ten (10) days after an award is made, or within such additional time as the Official may authorize in writing, the deposit shall become and be the property of the City of Boston as liquidated damages.

**3.4 Withdrawal of Proposals:** No proposal may be withdrawn after the time set for the opening except by written notice received by the Official prior to the time and date set for Proposal opening as set forth in Section 1.0. No proposal filed by any responsible and responsive proposer may be withdrawn after the date and time of opening, nor prior to the execution and delivery of a contract to the successful proposer. The Official shall award a

contract before the expiration of ninety days after the opening of proposals, or within such other time specified in the Advertisement.

**3.5 Specifications/Scope of Services:** Before submitting any proposal, proposers shall fully inform themselves in regard to all conditions pertaining to this RFP and all of the terms and conditions for carrying out the contract. By submitting a proposal, each proposer thereby represents that it has so informed themselves. This RFP hereby expressly incorporate by reference any and all of the documents referred to herein and the City of Boston/County of Suffolk Standard Contract General Conditions (CM11) and such other contractual terms as the City deems necessary

**3.6 General RFP Condition:** This RFP does not commit the City to award a contract to any proposer or to pay any costs incurred in the preparation of a proposal submitted in response hereto. The City reserves the right to accept or reject any or all proposals made in response to this RFP; to waive any defects, informalities, and minor irregularities in the proposals received; to negotiate with any qualified proposer in accordance with the law; or to cancel in part, or in its entirety, this RFP if it is deemed to be in the best interest of the City to do so.

**3.7 Equal Items:** Except where otherwise specifically provided to the contrary herein, any proprietary name mentioned herein is for the purpose of information only and is not intended to limit competition. Proposals for any article, assembly, system or any component part thereof (hereinafter "item") equal to that named in the specification will be considered. An item shall be considered equal to the item so named if (1) it is at least equal in quality, durability, appearance, strength and design, (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased, and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the said specifications. A proposer submitting a Proposal on proprietary item(s) other than the specific item(s) named in the specifications shall submit, with the Proposal forms filed, a written notice containing the name and full particulars pertaining to such item(s) including, but not limited to, the manufacturer's name, catalogue number, model number and price. The decisions of the Official as to whether an item(s) is or is not equal shall be final. Any and all expense necessary to prove to the Official the equality of items offered as equal to the specific item or specified names shall be borne exclusively by the proposer submitting any proposed substitutions.

**3.8 Information as to Proposed Materials:** Before any contract is awarded, the proposer may be required to furnish, without expense to the City, a complete statement of the original composition and manufacture of any or all materials proposed to be used in the performance of the work, together with all samples, which may be subjected to any reasonable tests required by the Official to determine their quality and fitness for the work. The particulars of tests, if any, may be set forth in the Evaluation Criteria and are hereby incorporated by reference in this Invitation.

**3.9 Taxes:** The City is exempt from federal excise taxes (Federal Exemption No. A-108-328) and from the Massachusetts sales tax (Certificate No. E-046-001-380) (Department of



Health and Hospitals Certificate No. E-042-720-002). Exemption certificates will be provided if requested, following award to the successful Proposer.

**3.10 Basis for Acceptance/Conflict of Interest:** Any proposal made will be accepted only on the basis that the proposer, by filing its Proposal, represents that it is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the City/County is financially interested in the contract; that the proposer is fully informed in regard to all provisions of the contract documents, including, without limitation, the specifications and drawings, if any; the time for performance and the provisions with respect to liquidated damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a proposer has certified and signed, the statutorily required Non-Collusion Certificate included in the contract documents.

**3.11 Questions:** All questions as to the interpretation of the RFP shall be submitted in writing to the Official. The Official will send written answers to such questions to each person on record as having received an RFP and all documents incorporated by reference therein. No questions will be answered unless received by the Official at least seventy-two hours prior to the time set for submitting proposals.

**3.12 Right to Accept or Reject /Award of Contract:** The Official reserves the right to waive any minor informalities and to accept or reject any or all Proposals. The award of a contract under this RFP shall be based upon a determination of the most advantageous proposal from a responsible and responsive proposer taking into consideration the price proposal that is provided in Section 9.0 and the evaluation criteria set forth herein.

**3.13 Agreement by Proposer:** The submission of a proposal shall constitute agreement on the part of the proposer that, if the proposer is given or mailed a notice of acceptance within 90 days (or other such time specified in the Advertisement) of the Proposal opening, the proposer shall within ten calendar days (Saturdays, Sundays, and legal holidays excluded) of receipt of such notice or within such additional time as the Official may authorize in writing, deliver to the Official a contract properly executed together with the required security for performance and such other required documents or information.

**3.14 Responsive and Responsible Proposer:** A proposer shall be deemed responsive only if it has submitted a Proposal which, in the opinion of the Official, fully conforms to this RFP including any and all addenda. A proposer shall be deemed responsible only if it has demonstrated the capacity to perform fully the contract requirements and attest to and demonstrate its integrity and reliability to assure good faith performance.

**3.15 Performance of Services:** The services described in Sections 4.0 and 8.0 shall be commenced and performed only at the direction of the City. The award and execution of a contract pursuant hereto is not a guarantee that all such services shall be requested and the City reserves the right to request all or part of such services.

**3.16 Performance Bond:** A performance bond of a surety company authorized to do business in Massachusetts and satisfactory in form to the Official, or a certificate of deposit, or a certified check, or a treasurer's or a cashier's check issued by a responsible bank or trust company, payable to the City of Boston, may be required of the successful proposer as security to guarantee the faithful performance of the contract. If required, the penal sum of such bond or amount of such check shall be as specified in the Advertisement, and provisions of Section 7.6 must be met. Simultaneously with the execution of the contract, the successful proposer shall deliver such bond or other security to the Official. Failure to provide such required bond or other security within the time herein specified in section 3.3 may, in the discretion of the Official, render the proposal non-responsive and subject such proposer to such damages as provided by law.

**3.17 Harmonious Labor Relations:** The submission of a proposal shall constitute the certification of the proposer that it is able to and will furnish labor that can work in harmony with all elements of labor employed or to be employed on the work.

**3.18 Qualifications of Proposers:** It is the purpose and intention of the Official not to award the contract to any proposer who does not furnish evidence, when requested, satisfactory to the Official that he has the ability and experience to perform the pertinent class of work.

**3.19 Addenda:** Any supplemental instructions, amendments or changes in the RFP, or attached documents, shall be in the form of written addenda to this RFP. If issued, such addenda shall be sent by first class mail or telefax to all persons of record as having received an RFP at the address listed thereon. Such addenda, if any, will be sent no later than two business days prior to the time set for the opening of Proposals. Failure of any proposer to respond to any such addenda shall not relieve such proposer from any obligation under his proposal as submitted. At the time of the opening of proposals, each proposal shall be conclusively presumed to have received and understood all RFP documents, including all addenda, and the failure of any proposer to examine any form, instrument or other document which is a part of the RFP shall in no way relieve such proposer from any obligation arising under law from the submission of a proposal.

**3.20 Toxic or Hazardous Substances:** A proposer filing a bid concerning materials containing toxic or hazardous substances must submit a Material Safety Data Sheet with such proposal. This document must accompany any deliveries of materials containing such substances when made by the successful proposer, his agent or contractor. A proposer agrees to comply with the so-called "Right to Know Law", G.L. c. 111F, in respect to the labeling, handling and delivery of substances subject to the jurisdiction of said law.

**3.21 Incorporated by Reference:** This RFP hereby expressly incorporates by reference any and all documents referred to therein, including without limitation the Advertisement, Purchase Description and Specifications, the Evaluation Criteria, the City of Boston/County of Suffolk Standard Contract General Conditions (CM 10/CM11), all contractual terms and conditions applicable to the procurement, and such other contractual terms as the Official deems necessary.

## SECTION 4.0

### SERVICES DESCRIPTION AND SPECIFICATIONS

**4.1 Description Of Services To Be Performed Or Supplies Purchased:**

See Section 8.0 Detailed Specifications / Scope of Services

**4.2. Time Requirements/Required Delivery Date:**

See Section 8.0 Detailed Specifications / Scope of Services

**4.3 Price Requirements:**

For services: See Section 8.0 Detailed Specifications / Scope of Services Official shall request hourly / daily / or other rate.

Price requirements for multi-year contracts: if contract term is to exceed one year, including any extension or option to renew, price specification must specify i) whether price quotation is for first fiscal year only, ii) whether price quotation is for entire time of performance only, iii) whether price quotation is for both the first fiscal year and the entire time of performance. For multi-year contracts, the Official must state explicitly how price proposals will be compared. See section 9.0, Price Proposal.

**4.4. Equipment Requirements:**

See Section 8.0 Detailed Specifications / Scope of Services

**4.5 Technical Specifications:**

See Section 8.0 Detailed Specifications / Scope of Services

**4.6 Insurance Requirements:**

Official to check one:        Insurance required  
                                    X   Insurance not required

If required, every contractor for services shall take out and maintain during the term of the contract the following insurance:

- (1) such Worker's Compensation Insurance as may be reasonably necessary and required to protect the Contractor from claims under General Laws Chapter 152 (the Worker's Compensation Law)
- (2) such public liability and property damage insurance as shall name the City of Boston as additional insured and protect the Contractor and any subcontractor performing work covered by his contract from claims for personal injury, including wrongful death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed

by either of them at, and/or away from, the Contractor's place of business and the amounts of insurance shall be as follows:

- a) public liability insurance in any amount not less than five-hundred thousand dollars (\$500,000) for injuries including wrongful death, to any person, and subject to the same limit for each person, in an amount not less than one-million dollars (\$1,000,000) on account of one accident; and
- b) property damage insurance in an amount not less than one-hundred thousand dollars (\$100,000) for damages on account of any one accident and an amount not less than two-hundred and fifty thousand dollars (\$250,000) for damages on account of all accidents.

Simultaneously with execution of the contract the Contractor shall provide the City with policies, binders, or certificates evidencing that the above insurance is in full force and effect. Failure of the Contractor to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

**4.7 Report Requirements:**

See Section 8.0 Detailed Specifications / Scope of Services

**4.8 Implementation:**

See Section 8.0 Detailed Specifications / Scope of Services

**4.9 City To Furnish:**

See Section 8.0 Detailed Specifications / Scope of Services

**4.10 Reimbursement For Out-Of-Pocket Expenses:**

None allowable hereunder, except as may be set forth in Section 8.0.

NOTICE: Contractors must adhere to all policies established by the City for reimbursement of expenses. No reimbursement for unreasonable meal expenses, lodging, alcohol, or first-class airfare shall be made.

**4.11 Documents Included By Reference In Purchase Description:**

See Section 8.0 Detailed Specifications / Scope of Services

## SECTION 5.0

## EVALUATION CRITERIA

[NOTE: Official to check ALL applicable items in Part B and Part C.]

PART A

## RESPONSIVE PROPOSER:

A proposer shall be deemed responsive only if it has submitted a Proposal, which fully conforms to the RFP including any and all attached documents.

To be deemed responsive, each proposer shall, in addition to meeting all requirements set forth in the RFP, complete and sign each of the City of Boston forms:

1. Proposal Response Form (CM-07)
2. Certificate of Authority (CM6 corporations only)
3. Other (list below)

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PART B

## RESPONSIBLE PROPOSER:

A responsible proposer must have demonstrated its capacity to perform fully the contract requirements and must attest to and demonstrate its integrity and reliability to assure good faith performance.

1. References:

Official to check as applicable:   X   References required  
           References not required

Each proposer shall submit references on the Proposal Response Form by listing three or more contracts performed by it within the previous 24 months for work of similar character as required in the Detailed Specifications/Scope of Services. The City may at its sole option investigate and evaluate such references listed.

2. Financial Responsibility:

Official to check as applicable:   X   References required  
       References not required

Each proposer shall submit on the Proposal Response Form (CM-07) bank references which may confirm to the City the financial integrity of the proposer and its ability to perform a contract awarded as a result of any proposal submitted. The City may at its sole option investigate and evaluate such references listed.

3. Goods "Equal" to Specifications or Product Named in Purchase Description Permitted:

The proposers attention is called to the Section 3.12. As stated therein, proposals on any product equal to a particular product named in the specifications will be considered; any proprietary name mentioned in the Detailed Specifications/Scope of Services is for information only and is not intended to limit competition. It shall be clearly understood that an item or product may be submitted for consideration as an equal to that named or described, but in no case shall the City be bound to accept such item except according to the terms of Section 3.12 referred to above.

PART C (NOTE: Official must fill out only IF to be used to evaluate.)1. Acceptability as to Quality or Workmanship:

  X   Required  
       Not Required

The following standards shall be used by the Official to determine acceptability as to quality or workmanship: Reference check to determine whether services are provided in a timely and thorough manner.

2. Inspection and Tests:

  X   Required  
       Not Required

The Official reserves the right to request and receive samples of any goods or supplies. The Official reserves the right to interview any personnel whose services are to be provided to the City as a result of any Proposal for contractual services. The following tests will be performed by the Official prior to the award of any contract: See section 8.0.

3. Suitability for a Particular Purpose:

  X   Required  
       Not Required

The items in the Detailed Specifications/Scope of Services are specifically stated to be needed for the following particular purpose and no contract will be awarded unless such items are found in fact to be used for said purpose.

4. Evaluation Criteria referred to in the RFP are Included by Reference:

The attention of all proposers is called to the RFP and any attached documents. All documents attached to the RFP and requirements specified therein may be used by the Official in the evaluation of proposals. In particular, please see Section 8.0, Detailed Specifications/Scope of Services, for detailed information and a description of the evaluation criteria.



**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

\_\_\_\_\_, \_\_\_\_\_  
(Current Date)

At a meeting of the Directors of the \_\_\_\_\_  
(Name of Corporation)  
duly called and held at \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at

which a quorum was present and acting, it was VOTED, that

\_\_\_\_\_  
(Name)  
the \_\_\_\_\_ of this corporation is hereby  
(Office)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this  
corporation a contract for \_\_\_\_\_

\_\_\_\_\_  
(Describe Service)  
with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record, that  
said vote has not been amended or repealed and is in full force and effect as of this date,

and that \_\_\_\_\_  
(Name)  
is the duly elected \_\_\_\_\_  
(Office)  
of this corporation.

Attest:

(Affix Corporate Seal Here)

\_\_\_\_\_  
(Clerk) (Secretary) of the Corporation



CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. All Vendors must check one of the three lines below.

1. ☐ CORI checks are not performed on any Applicants.
2. ☐ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.
3. ☐ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

\_\_\_\_\_  
(Typed or printed name of person signing  
quotation, bid or proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

NOTE:

The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.  
A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.

## CM FORM 15B

### CORI COMPLIANCE STANDARDS

By checking line 2 on the foregoing CM Form 15A, the Vendor affirms that its CORI-related policies, practices, and standards are consistent with the following standards:

1. The Vendor does not conduct a CORI check on an Applicant unless a CORI check is required by law or the Vendor has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
2. The Vendor reviews the qualifications of an Applicant and determines that an Applicant is otherwise qualified for the relevant position before the Vendor conducts a CORI check. The Vendor does not conduct a CORI check for an Applicant that is not otherwise qualified for a relevant position.
3. If the Vendor has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the Vendor contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the Vendor informs the Applicant and provides the Applicant with a copy of CHSB's information for the Applicant to pursue correction.
4. When the Vendor receives a proper CORI report of an Applicant that contains only the CORI information that the Vendor is authorized to receive and the Vendor is inclined to refuse, rescind, or revoke the offer of a position to an Applicant, then the Vendor complies with 803 CMR 6.11 by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the Vendor, informing the Applicant of the specific parts of the CORI report that concern the Vendor, providing an opportunity for the Applicant to discuss the CORI report with the Vendor including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 6.11.
5. The Vendor makes final employment-related decisions based on all of the information available to the Vendor, including the seriousness of the crime(s), the relevance of the crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the Vendor is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the Vendor then the Vendor promptly notifies the Applicant of the decision and the specific reasons therefor.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.

CM FORM 15C

CORI COMPLIANCE WAIVER

The undersigned awarding authority hereby certifies that exigent circumstances exist warranting the grant of a waiver from the provisions of CBC 4-7.3 for the attached contract. This form must be completed in full and attached to CM Form 15A for any contract between the City and a Vendor who has not checked line 1 or 2 on said CM Form 15A. Pursuant to CBC 4-7.4, the undersigned must explain in summary the contract terms in the space below, attaching additional sheets if necessary, the details of the Vendor's failure or refusal to conform with the City's CORI-related standards, and a brief analysis of the exigency causing the grant of waiver.

1. Summary of the terms of the contract

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2. Details of the Vendor's failure or refusal to conform to the City's CORI-related standards:

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3. Explanation of the exigency causing the grant of this waiver:

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\_\_\_\_\_  
Awarding Authority

AUDITING USE ONLY:

COPY TO OCR \_\_\_\_\_

COPY TO CITY COUNCIL STAFF DIRECTOR \_\_\_\_\_

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006.

Offered by Councillors CHUCK TURNER, STEPHEN J. MURPHY, FELIX D. ARROYO, CHARLES C. YANCEY, MAURA A. HENNIGAN, MICHAEL F. FLAHERTY, and MICHAEL P. ROSS



## CITY OF BOSTON

IN THE YEAR TWO THOUSAND FIVE

### AN ORDINANCE REGARDING CORI

- WHEREAS*, The City of Boston has focused on developing a system of screening for those with criminal backgrounds that is fair to all concerned; and
- WHEREAS*, The cornerstone of the system developed by the Human Resources Department is screening for the criminal background of applicants for positions which bring the prospective employee into unsupervised contact with youth or the elderly; and
- WHEREAS*, The City contracts for goods and services with thousands of vendors; and
- WHEREAS*, These vendors employ hundreds of thousands employees; and
- WHEREAS*, The City has a responsibility to ensure that its vendors have fair policies relating to the screening and identification of persons with criminal backgrounds. *NOW THEREFORE*,

*Be it ordained by the City Council of Boston, as follows:*

CBC Chapter IV is hereby amended by appending CBC 4-7 as follows:

#### 4-7 CORI Screening by Vendors of the City of Boston

##### 4-7.1 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

##### 4-7.2 Definitions.

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

(a) *Applicant* means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

(b) *Awarding Authority* means any department, agency, or office of the City of Boston that purchases goods and/or services from a Vendor.

(c) *CHSB* means the Criminal History Systems Board defined in M.G.L. c. 6 and 803 CMR 2.00.

(d) *City* means the City of Boston or department, agency, or office thereof.

(e) *Otherwise Qualified* means any Applicant that meets all other criteria for a position or consideration for a position.

(f) *Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

#### 4-7.3 CORI-Related Standards of the City of Boston.

The City of Boston will do business only with Vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with Vendors that have substantially similar policies and practices. The Awarding Authority shall review all Vendors' CORI policies for consistency with City standards. The Awarding Authority shall consider all Vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a Vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The Awarding Authority shall consider any Vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

(a) The City does not conduct a CORI check on an Applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.

(b) The City reviews the qualifications of an Applicant and determines that an Applicant is Otherwise Qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an Applicant that is not Otherwise Qualified for a relevant position.

(c) If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the Applicant such as Not Guilty, Dismissal) then the City informs the Applicant and provides the Applicant with a copy of CHSB's information for the Applicant to pursue correction.

(d) When the City receives a proper CORI report of an Applicant that contains only

the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an Applicant then the City fully complies with 803 CMR 6.11 by, including, but not limited to, notifying the Applicant of the potential adverse employment action, providing the Applicant with a photocopy of the CORI report received by the City, informing the Applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the Applicant to discuss the CORI report with the City including an opportunity for the Applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the Applicant, and documenting all steps taken to comply with 803 CMR 6.11.

(e) The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of crime(s), the age of the crime(s), and the occurrences in the life of the Applicant since the crime(s). If the final decision of the City is adverse to the Applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the Applicant of the decision and the specific reason(s) therefor.

#### 4-7.4 Waiver.

Under exigent circumstances, an Awarding Authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councillor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the Vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the Awarding Authority fully complies with the provisions of this sub-section.

#### 4-7.5 Data Collection and Report.

Any Awarding Authority, Vendor, Applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant Awarding Authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

#### 4-7.6 Applicability.

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

4-7.7 Regulatory Authority.

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the Affidavit.

4-7.8 Severability.

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

4-7.9 Implementation.

The provisions of these sections shall be effective on July 1, 2006.

In City Council

OCT 05 2005

Passed

*Ricardo Salerno*

City Clerk

Approved

*James A. Hansen*

Mayor



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

## VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or any not-for-profit Vendor who employs at least 25 full-time equivalents (FTE) who has been awarded a Service Contract of \$25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs And Living Wage Ordinance which requires any such Vendors to pay at least the **Living Wage** which is \$12.20 per hour to any employee who directly expends his or her time on the services set out in the contract. All Subcontractors whose subcontracts are at least \$25,000 are also required to pay the Living Wage.

*If you are bidding on or negotiating a Service Contract that meets the above criteria, you should submit this Affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Living Wage Ordinance, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).*

**WARNING:** No Service Contract will be executed until this Affidavit is completed, signed and submitted to the Contracting Department

**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling or visiting, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259, facsimile: (617) 918-5299, or your Contracting Department.

### Part 1: VENDOR INFORMATION:

Name of Vendor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address \_\_\_\_\_  
Street City Zip

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### Part 2: CONTRACT INFORMATION:

Name of the program or project under which the Contract or Subcontract is being awarded: \_\_\_\_\_

Contracting Department: \_\_\_\_\_

Start Date of Contract: \_\_\_\_\_ End Date of Contract: \_\_\_\_\_

Length of Contract: ☐ 1 year ☐ 2 years ☐ 3 years ☐ Other: \_\_\_\_\_ (years)



**PART 3: ADDITIONAL INFORMATION**

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

☐ For Profit

☐ Not For Profit

2. Total number of "FTE" employees which you employ: \_\_\_\_\_

3. Total number of employees who will be assigned to work on the above-stated contract:  
\_\_\_\_\_

4. Do you anticipate hiring any additional employees to perform the work of the Service Contract?

☐ Yes

☐ No

If yes, how many additional F.T.E.s do you plan to hire? \_\_\_\_\_

**PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE**

Any Vendor who qualifies may request an Exemption from the provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an Exemption from the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt from the Boston Jobs And Living Wage Ordinance. Please check the appropriate box(es) below:

☐ The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and

☐ Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and

☐ Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; and

☐ Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

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**PART 5. GENERAL WAIVER REASON(S)**

I hereby request a General Waiver from the Boston Jobs And Living Wage Ordinance. The application of the Boston Jobs And Living Wage Ordinance to my (check one):

- ☐ Service Contract  
☐ Subcontract

violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the Boston Jobs And Living Wage Ordinance unlawful:

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**GENERAL WAIVER ATTACHMENTS:**

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the Boston Jobs And Living Wage Ordinance unlawful (attach additional sheets if necessary):

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**PART 6: VENDOR AFFIDAVIT:**

I \_\_\_\_\_ a principal officer of the Covered Vendor certify and swear/affirm that the information provided on this Vendors Living Wage Affidavit is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_



# CITY OF BOSTON JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION • (617) 918-5259

## COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a Service Contract through a Bid, a Request for Proposal or an Unadvertised Contract, the Covered Vendor must complete this Form and submit it to the City, agreeing to the following conditions. In addition, any Subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the Subcontract is executed, also agreeing to the following conditions:

### Part 1: Covered Vendor (or Subcontractor) Information:

Name of Vendor: \_\_\_\_\_

Local Contact Person: \_\_\_\_\_

Address \_\_\_\_\_  
Street City Zip

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Part 2: Name of the program or project under which the Contract or Subcontract is being awarded: \_\_\_\_\_

Part 3: Workforce Profile of Covered Employees paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary); Identify number of employees in each wage range.

JOB TITLE	< \$12.20 p/h	\$12.20 p/h- \$15.00 p/h	\$15.01 p/h- \$20.00 p/h	> \$20.01 p/h

- B. Total number of Covered Employees: \_\_\_\_\_
- C. Number of Covered Employees who are Boston residents: \_\_\_\_\_
- D. Number of Covered Employees who are minorities: \_\_\_\_\_
- E. Number of Covered Employees who are women: \_\_\_\_\_

**Part 4: Covered Vendor's Past Efforts and Future Goals** *(Use additional sheets of paper if necessary in answering any of these questions):*

Describe your past efforts and future goals to hire low and moderate income Boston residents:

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Describe your past efforts and future goals to train Covered Employees:

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Describe the potential for advancement and raises for Covered Employees:

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What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the Service Contract:

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**Part 5: Service Contracts:**

List all Service Subcontracts either awarded or that will be awarded to vendors with funds from the Service Contract:

<u>SUBCONTRACTOR</u>	<u>ADDRESS</u>	<u>AMOUNT OF SUBCONTRACT</u>

**NOTE:** Any Covered Vendor awarded a Service Contract must notify the Contracting Department within three (3) working days of signing a Service Subcontract with a Vendor.

**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling, The Living Wage Administrator, The Living Wage Division of the Office Of Jobs And Community Services, telephone: (617) 918-5259 or your Contracting Department.

**Part 6:** The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, (print or type) \_\_\_\_\_ (Authorized  
Representative of the Covered Vendor) on behalf of (print or type) \_\_\_\_\_  
\_\_\_\_\_ (name of Covered Vendor)

hereby state that the above-named, Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs And Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position with Covered Vendor

SECTION 6.0 (CM-07)  
PROPOSAL RESPONSE FORM and  
CONTRACTOR'S CERTIFICATION

6.1 PROPOSER'S NAME: \_\_\_\_\_  
(Full legal name of Proposer)

PLACE OF BUSINESS: \_\_\_\_\_

PROPOSER'S CONTACT PERSON: \_\_\_\_\_ TEL \_\_\_\_\_

To the Official, acting in the name and behalf of the City of Boston/ County of Suffolk:

A. Summary of Supplies/ Services Subject to Bid

The undersigned proposes to furnish the specified supplies or services and to perform all work required for the following: As provided in Section 8.0 Detailed Specifications/Scope of Services, and in accordance with the terms of the accompanying Advertisement, Purchase Description and Specifications and other contract documents, with special reference to the Invitation for Bids, the terms of which are incorporated herein, all of which have been provided by the City.

Notice to Proposer: Proposers must itemize any deviations from original specifications on a separate sheet. Catalogs or brochures will not be accepted as sole compliance with this requirement unless they also include complete technical information.

B. Documents Included:

In addition to this Proposal Response Form, this proposal includes the following documents supplied by the bidder (list below):

\_\_\_\_\_  
\_\_\_\_\_

C. Price Proposal: The price shall be set forth in Section 9.0

DO NOT LIST HERE; LIST ONLY IN SECTION 9.0 PRICE PROPSAL

The names and addresses of all persons interested in this bid as principals other than the undersigned are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. References:

[Notice to Proposers: Failure to provide the following information, if required in Section 8.0, will result in a non-responsive proposal.]

1. List three or more contracts on which you served as contractor or have provided goods and supplies to, as the case may be, within the past two (2) years (unless a greater period is specified in Section 8.0) for work of similar character as required in Section 8.0.

*Reference 1*

Scope of Contract: \_\_\_\_\_

Company or Entity: \_\_\_\_\_

Contact Name & Tel.: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

*Reference 2*

Scope of Contract: \_\_\_\_\_

Company or Entity: \_\_\_\_\_

Contact Name & Tel.: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

*Reference 3*

Scope of Contract: \_\_\_\_\_

Company or Entity: \_\_\_\_\_

Contact Name & Tel.: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

E. Bank Reference (s):

Name of Bank:

Telephone #:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

F. Legal Form of Business Entity

The bidder is a/an \_\_\_\_\_  
(Individual-Partnership-Corporation-Joint Venture-Trust)

1. If bidder is a Partnership, state name and residential address of all general and limited partners: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. If bidder is a Corporation, state the following:  
Corporation is incorporated in the State of \_\_\_\_\_  
President is \_\_\_\_\_  
Treasurer is \_\_\_\_\_  
Place of business is \_\_\_\_\_  
(street)  
\_\_\_\_\_  
(city, state, and zip code)

3. If the bidder is a Joint Venture, state the name and business address of each person, firm, or company that is party to the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A copy of the joint venture agreement is on file at: \_\_\_\_\_ and  
\_\_\_\_\_ will be delivered to the Official on request.

4. If the bidder is a Trust, state the name and residential address of all Trustees:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The trust documents are on file at: \_\_\_\_\_ and  
\_\_\_\_\_ will be delivered to the Official on request.

F. If the business is conducted under any title other than the real name of the owner, state the time when, and place where, the certificate required by General Laws, Chapter 110, Section 5 was filed: \_\_\_\_\_  
\_\_\_\_\_



G. The Federal Social Security Identification Number\* of the bidder (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is \_\_\_\_\_.

\* If individual, use Social Security Number: \_\_\_\_\_.

H. Have been in business under present name \_\_\_\_\_ years.

I. Has the business ever failed to complete any work awarded? \_\_\_\_\_.  
(If answer is yes, state circumstances): \_\_\_\_\_.

J. Pursuant to M.G.L. c.60, 93, the undersigned understands and agrees that if a contract is awarded to the bidder, that the Collector-Treasurer of the City of Boston may withhold from amounts owing and payable under any contract awarded to a successful bidder any and all sums owed to any department or agency of the City of Boston which remains wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector-Treasurer further may apply any amounts owing and payable under any contract awarded to the successful bidder to satisfy any monies owed to the City.

K. Pursuant to M.G.L. c.62C, 49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and that all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above referenced law.)

L. The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union committee, club or other organization, entity or group of individuals.

Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(sign here)

Business Address: \_\_\_\_\_  
(street)

\_\_\_\_\_  
(city, state, zip code)

NOTE: THIS PROPOSAL MUST BEAR THE WRITTEN SIGNATURE OF THE PROPOSER.

If the proposer is an individual doing business under a name other than his own name, the proposal must so state, giving the address of the individual.

If the proposer is a partnership, the proposal must be signed by a partner designated as such.

If the proposer is a corporation, trust or joint venture, the proposal must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

CITY OF BOSTON  
SMALL AND LOCAL BUSINESS ENTERPRISE OFFICE  
CONTRACTOR INFORMATION FORM

(To be submitted only by the apparent lowest responsible, responsive bidder.)

The City of Boston is subject to City of Boston Code, Chapter IV, Section 4.4, which established the City of Boston Minority and Women Business Enterprise Initiative and implemented an Affirmative Marketing Policy. As part of this program, the City's Small and Local Business Enterprise Office collects data regarding Minority and Women Business Enterprise (MWBE) participation in City Department contracts. An MWBE is defined as a business certified by the Small and Local Business Enterprise Office as a bona fide minority or women business.

In conformity with the provisions of Chapter IV, Section 4.4, Prime Contractors are required to complete this form in its entirety. As set forth below, Prime contractors must identify any and all subcontractors, including MWBEs participating in the project.

The data collected is for informational purposes only and will not be used in a discriminatory manner. These affidavits must be completed and forwarded to the City of Boston Small and Local Business Enterprise Office, Boston City Hall, Room 717, Boston, Massachusetts 02201, immediately upon notification of being low bidder, and included with contract documents if known at time of award. If a subcontractor relationship is determined after the award of the contract the Prime Contractor is required to file the affidavit to the Small and Local Business Enterprise Office as soon as each subcontractor is known. Failure to provide accurate and complete information may constitute a breach of the contract.

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT ID NUMBER: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_ BID AMOUNT: \_\_\_\_\_

SUBCONTRACTOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DOLLAR VALUE: \_\_\_\_\_

PERCENTAGE OF WORK TO BE COMPLETED BY SUBCONTRACTOR: \_\_\_\_\_

WORK DESCRIPTION: Design services for Melnea Cass Boulevard

ESTIMATED START DATE: 3/1/11 ESTIMATED COMPLETION DATE: 2/28/13

TAXPAYER ID NUMBER: \_\_\_\_\_ FUNDING SOURCE: Local  
(T.I.N.) (Federal/State/Local)

IF M/WBE CATEGORY (circle one) Black, African American (B), Hispanic (H), Asian American (A),  
Native American (N), Cape Verdean (C), Women (W)

The undersigned does hereby swear, certify and affirm that the foregoing statements are true, accurate and provide all information requested to accurately identify any and all certified MWBEs participating in this contract. The undersigned further certifies that he or she is authorized to make such representations on behalf of the Contractor. Should any of the above information change, the undersigned agrees to provide timely notification to the Small and Local Business Enterprise Office.

DATE: \_\_\_\_\_ Name of Company Official: \_\_\_\_\_

(Prime Contractor - Please Print)

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

## SECTION 8 SCOPE OF SERVICES

The City of Boston, acting through the Commissioner of the Boston Transportation Department (the Department or BTB), invites proposals from qualified consultants (the Consultant) to provide engineering, landscape design, and urban design services to prepare plans, specifications, estimates, construction bid documents, and construction phase services related to the reconstruction of Dudley Square in Roxbury, MA as shown in Figure 1.

The Consultant shall develop a Conceptual Design using information gathered, community input received, and schematic plans developed during the formation of the *Dudley Square Transportation Action Plan (2009)*, the *COB Roxbury Strategic Master Plan (2004)* and the *Dudley Square Air Quality Study (2001)*. The Consultant shall advance the Conceptual design plans to 100% bid documents for construction within the context of the comprehensive City of Boston Dudley Vision program including the municipal redevelopment of the Ferdinand Building, the development of the former B-2 police site, planned library renovations and the recently completed B-2 police station on Washington Street. The consultant shall develop the Concept through 100% roadway and intersection designs plans in close coordination with MassDOT, the MBTA, and specifically the Dudley Square MBTA bus operations division and BTB ongoing effort to redesign Melnea Cass Boulevard. The Consultant shall utilize information and recommendations put forward by the MassDOT *Roxbury-Dorchester-Mattapan Transit Study* the MBTA *Key Routes Initiative*, *Assessment of Dudley South Corridor Bus Service and Potential Improvements* by CTPS as well as the BTB *Blue Hill-Warren Corridor Improvement Program*. This project will be advertised through the City of Boston administrative procedures identified by BTB in consultation with the Boston Public Works Department (BPWD).

Please submit seven (7) bound paper copies and one (1) electronic copy on a disk of the proposal to the Office of the Director of Policy and Planning, Boston Transportation Department, Room 721, Boston City Hall, 02201, **before 12:00 p.m. (noon) on November 3rd, 2011**. The City will not consider any proposals submitted later than this time.

There may be a mandatory interview in the week of **November 14th, 2011** to be scheduled by BTB.

### **I. INTRODUCTION**

Dudley Square serves a diverse cross section of users, including significant volumes of motorized and non-motorized traffic. Thousands of commuters pass through the Square on a daily basis. It is also a major commercial, municipal and institutional destination area. The Square roadways carry in the order of 20,000 vehicles per day with nearly 2,000 vehicles an hour passing through Dudley Square during the commuter peak periods. Pedestrian activity is intense with many pedestrians walking to and from buses, transferring between buses or walking to many destinations in and around Dudley Square. Bicyclists are frequently seen in the Square, and are a sensible mode for connections to the bus transit in the Square, the rail transit nearby, and the park and recreation resources of the Emerald Necklace.

Dudley Square is now in the midst of rapid revitalization. Infill and renovation projects are filling gaps in the urban fabric and replacing underutilized buildings and empty lots with institutional, municipal, housing and commercial uses. The new Area B-2 police Station was occupied on July 30, 2011. Planning efforts are underway for a mixed-use development adjacent to the new Police Station as well as redevelopment of the Ferdinand Building for use as a major Boston Public School administrative building. New housing with a small retail component is being contemplated at Bartlett Yard on

Washington Street in the vicinity of the Square. These new uses, both within and near the Square, will bring new activity to the Square – to its roads, sidewalks, shops, and open spaces.

To support these initiatives and to improve the quality of life of local residents and merchants, the Boston Transportation Department (BTD) in conjunction with the Boston Redevelopment Authority (BRA) retained Traffic Solutions, LLC to perform a transportation study of the Dudley Square area. The purpose of the study was to develop a Transportation Action Plan as part of the larger Dudley Square Vision initiative. This Transportation Action Plan includes specific short-term and long-term recommendations to improve traffic flow, create safe pedestrian and bicycle environment, optimize parking, facilitate bus transit operation, and enhance the character of the neighborhood. For the purposes of developing a design for Dudley Square, long term recommendations included in the plan will be used as a chief resource.

Deference, consideration and respect must also be given to the Dudley Vision Advisory Task Force and the lengthy community process that involved engaging the committed volunteers of DVATF. Intense debate surrounded the pros and cons of the various proposals and recommendations included in the plan. The selected design team will consider all of the opinions and commentary gathered during the development to the long term conceptual plans included in the draft Action Plan to formulate the approved conceptual design for Dudley Square. Essentially, the combination of findings contained within the Transportation Action Plan, the input of the Task Force and community at large and the variety of overall Dudley Square transportation planning initiatives and resources listed in the RFP will serve as the foundation for design.

Also necessary for success of the Dudley Square design process will be intimate cooperation with the MBTA and the current operation of the Dudley Square MBTA Station, a major hub in the city's transit system, is a transit gateway to the rest of Roxbury and Dorchester, as the terminus to the MBTA's Silver Line and a major bus transfer node. It provides connections to the Orange Line with most bus routes that serve the Square continuing to Ruggles Station. The bus terminal, renovated in 1989, processes nearly 200 MBTA buses during the peak periods. While the MBTA's plans for upgrading or expanding its service are still evolving, the improvements proposed in the Transportation Action Plan are cognizant of the importance of the area as a transportation hub

## **A. Background and History**

Originally settled by English colonists in 1630, the town of Roxbury was connected to the original Boston peninsula by a narrow strip of land known as the Boston neck. In addition to having natural resources like farmland, timber and a brook for water power, the town's position along the only land route into Boston gave the settlement a strategic trade and military advantage. The colonists soon began constructing buildings and roads that still define the neighborhood today. Washington, Dudley, Centre, Roxbury, and Warren streets were all laid out in the first years of settlement. The town center was located at John Eliot Square, where the first meetinghouse was built in 1632, with its burying ground nearby at the corner of Eustis and Washington streets.

In the 17<sup>th</sup> and 18<sup>th</sup> centuries, farming was the basis of Roxbury's economy. The town was locally famous for its fruit trees, and noted varieties were developed on local farms, including the Roxbury Russet apple, particularly prized for cider. From Roxbury's earliest days, commerce centered at Dudley Station, where Washington, Warren, and Dudley streets cross. By the turn of the 20<sup>th</sup> century, the area was a bustling mix of department stores, residential hotels, silent movie theatres, banks and even bowling alleys designed by prominent Boston architects in a rich mix of revival styles. Dudley Station itself opened in 1901 as the southern terminus of the Boston Elevated Railway, which ran to Sullivan Square in Charlestown and later became part of the Orange Line Authority. Adapted for use as a bus station after removal of the old

elevated Orange Line in the 1989, the copperclad Dudley Station is still a major link in the city's public transit network.

## **B. The Roxbury Community**

Until about 1900, Roxbury was a community of English, Irish and German immigrants and their descendants. In the early 20<sup>th</sup> century, Roxbury became more diverse with the establishment of a Jewish community in the Grove Hall area along Blue Hill Avenue. Following a massive migration from the South to northern cities in the 1940s and 1950s, Roxbury became the center of the African-American community in Boston. Social issues and the resulting urban renewal activities of the 1960s and 1970s contributed to a decline in the neighborhood. However, recent grassroots efforts by residents have been a force behind revitalizing historic areas and creating the Roxbury Heritage State Park. The relocation of the Orange Line and development of the Southwest Corridor Park spurred major investment, including Roxbury Community College, the Reggie Lewis Center, Renaissance Center and the Islamic Society of Boston mosque. Proposed commercial development in Dudley Square, Jackson Square, and near Ruggles Station now promises reinvestment in the form of new housing, shopping, and related consumer services.

Today the greater Roxbury neighborhood continues to boast a diverse population and maintain its status as focal point for African-American culture in the City and the region.

## **C. Roxbury Transportation, Master Planning, and Development**

In crafting a design and working through the community process, special emphasis should be given to ensuring urban renewal mistakes of the past are not revisited. Recent efforts following a community based, smart growth approach to development have resulted in the following planning documents and development proposals:

- The Roxbury Strategic Master Plan
- The Roxbury Traffic Model
- The South Bay Harbor Trail
- Proposed Mixed Use Redevelopment of the MBTA Bartlett Yard
- The Dudley Vision Project featuring a new Area B-2 Police Station, Ferdinand Building municipal offices, a Dudley Square Transportation Action Plan, creation of a Mixed Use Development site, Library Improvements
- Roxbury-Dorchester-Mattapan Transit Study
- The MassDOT Urban Ring
- CTPS Dudley South

Copies of documents related to the projects listed above can be obtained from the Director of Planning, Boston Transportation Department or his designee. Relevant documents also available online at [www.cityofboston.gov](http://www.cityofboston.gov) and [www.bostonredevelopmentauthority.org](http://www.bostonredevelopmentauthority.org)

## **II. FUNDING AND MassDOT STANDARDS**

This contract is funded through the City of Boston's Capital Plan. It is estimated that approximately \$600,000 will be required to develop a 100% design and bid documents for the concept designs inclusive of contingencies. Bidders to this RFP should take that estimated cost as a guide, understanding that the City of Boston will negotiate a final contract with the winning bidder independent of this estimated cost.

In addition, while this contract is being administered by the City of Boston, in order to maintain consistency, all design work and preparation of documents must comply with MassDOT standards.

### **III. PROJECT ADMINISTRATION**

The project is being administered by BTB in collaboration with additional city agencies including:

- Boston Public Works Department (BPWD)
- Boston Redevelopment Authority (BRA)
- Boston Bikes
- Boston Parks and Recreation Department
- Mayor's Office of Neighborhood Services
- Property Management Division and Street Furniture Program
- Office of Budget Management
- Department of Innovation and Technology
- Boston Water & Sewer Commission
- Boston Fire Department
- Disabilities Commission
- Mayor's Office of Environment and Energy
- Boston Environment Department
- Boston Landmarks Commission
- Mayor's Office of Arts, Tourism and Special Events.

Project Management will be provided by the BTB in coordination with BPWD. The Director of Policy and Planning or designated BTB project manager will be the day-to-day point of contact and will coordinate public agency interface with the Consultant Team.

Responsibility for reviewing engineering aspects of the project as well as determination that the final construction drawings and bid documents are acceptable for bidding rests with the City of Boston and, if applicable, with MassDOT and other state agencies.

The Boston Redevelopment Authority will be part of the management team and will be integral to review of urban design concepts and integration of development parcels.

The City's management team will collaborate throughout the duration of the project to ensure that each discipline is appropriately engaged, that project milestones are met, that each milestone product meets the City's standards, and that the final products can be bid and awarded. Note that the appropriate state agencies may also be invited to participate in the process. Invited agencies may include MassDOT, DCR, the MBTA and as necessary, officials from Massachusetts Environmental Policy Act Office (MEPA).

### **IV. PROJECT LIMITS**

For the purposes of this RFP, the expected design and construction area will consist of Dudley Street between Shawmut Avenue and Harrison Avenue, Washington Street between Shawmut Ave Extension and Warren Street, Warren Street between Kearsage Avenue and Washington Street and Harrison Avenue between Warren Street and Taber Street. Key Intersection locations included in Project Limits will be Shawmut Avenue/Dudley Street, Washington Street/Dudley Street, Warren Street/Dudley Street, Harrison

Avenue/Dudley Street, Warren Street/Washington Street and Warren Street/Harrison Avenue with the boundaries defined in Figure 1.

## V. SCOPE OF SERVICES

### A. Summary

The Scope of Services for this project is to finalize a Conceptual Design for Dudley Square, then to advance the Conceptual Design to 100% PS&E, and to provide construction phase services. This will entail providing civil, structural, survey, geotechnical, landscape, and permitting services as needed to support the design. The preparation of a long term maintenance plan will be key to the submission.

The City of Boston has embraced a **Complete Streets** approach to roadway design. City agencies are committed to making Boston's streets **multimodal** and accessible to all users, **green** in terms of promoting sustainable and low-maintenance designs, and **smart** in using existing facilities more efficiently and maximizing technological advances. Consequently, key elements of the design may include:

- Travel lanes and intersections that equally accommodate transit, bicycles and motor-vehicles, safe pedestrian crossings, special provisions for the disabled and use the latest technologies in traffic control signal equipment.
- Wide sidewalks with a safe and comfortable pedestrian environment to encourage walking, the use of LED light fixtures, benches, solar trash receptacles and bus shelters with electronic information panels.
- Permeable sidewalk materials, special paving, street trees with pits using structural cells to provide space for roots to grow and where possible, rain gardens.
- Installation of in-road sensors and video cameras to provide real-time parking and traffic flow information, provision of electric-vehicle charging stations and if required, multi-space smart meters.
- Adapting existing and future infrastructures to accommodate and support the proposed improvements.
- Please refer to the current draft of the City of Boston's Complete Streets design guidelines at [www.bostoncompletestreets.com](http://www.bostoncompletestreets.com)

In general, as in most roadway reconstruction and streetscape projects, the project may consist of a combination of full-depth construction and cold plane and overlay incorporating the resetting of edgestone; new sidewalks and driveways; new street lighting, including foundations; conduit controls and pull boxes; new drainage structures and/or adjusting and remodeling existing structures; and new and upgraded traffic signals and control boxes.

In April 2010, Mayor Thomas Menino accepted the Boston Climate Action Leadership Committee's report recommending that the Boston community collectively reduce its greenhouse gas emissions by at least 25% by 2020. The Leadership Committee also recommended measures to reach this goal, many of which addressed transportation issues. In particular, the Leadership Committee recommended that Boston reduce vehicle miles traveled (VMTs) 7.5 percent below current levels by 2020. Consequently, key elements of the design should include emission reducing features as well as mitigating features such as identifying and mitigating storm water and rises in sea-level impacts.

*The project will be driven by an open public process, transparent and accountable project management procedures, and extensive inter-agency co-ordination.*

## **B. Tasks**

### **Task 1. Survey / Document Existing Conditions of the Project Area**

Using any available documentation from the *Dudley Square Transportation Action Plan*, the *Roxbury Strategic Master Plan* and the *Roxbury Traffic Model* as a reference, the Consultant will perform an on-site existing conditions and topographic survey on Boston City Base Datum. Final survey shall include at a minimum all the following features within the project area:

- Elevations at one-foot contours;
- Spot elevations where appropriate;
- Benchmark locations and descriptions;
- Wetland resource areas including flood plain and Base Flood Elevations (BFE's) as available;
- All underground utilities including inverts and sizes;
- All overhead utilities;
- All existing surface elements, including but not limited to: street and sidewalk widths; intersection geometries; curblines, curb-cuts, crosswalks and pedestrian ramps; lighting and electrical boxes; streetscape elements such as benches, trees, and bus stops; site walls with heights; traffic control devices; bridges, railroad tracks, subway tunnels, and overpasses with elevations;
- Material conditions survey of the street and sidewalk, including any pertinent conditions immediately (within 5 feet) of the back of sidewalk;
- Signage and pavement markings; and
- Any areaways located and analyzed for structural integrity.

Land survey work and all associated office work, such as plotting field notes, etc. will be performed by the Consultant, and shall include all office work necessary for the plotting and calculating of the field data obtained and the submission of plans.

All survey information will be plotted at a scale of 1" = 20' or other City approved suitable scale and will be made available to the City in hard copy as well as in electronic (AutoCAD) format.

Traffic counts and Synchro files are available in the Roxbury Traffic Model. These will be provided to the consultants. New traffic counts and modeling may be required to accomplish this scope of services in consultation with BTM.

Geotechnical investigation of sub-surface conditions will be required to permit determination of general soil characteristics to support appropriate pavement design and design of subsurface structural systems.

### **Task 2. Final Conceptual Design Submittal**



- Review documents completed during the *Dudley Square Transportation Action Plan*, the *Ferdinand Redevelopment Project*, the *MassDOT RDM Transit Study*, the *MBTA Key Routes Project*, *CTPS Study* and the *Roxbury Strategic Master Plan* process.
- Coordination with BTM concurrent design in the “Warren-Blue Hill Signal Project” with particular emphasis on ways to improve circulation, access and efficiency of the existing MBTA Dudley Station.
- Coordinate with BTM concurrent design of “Melnea Cass Boulevard Design Project”
- Review plans and documents completed for future plans of direct abutters within the project area.
- Work with BTM, abutters, affected agencies, and the Roxbury community to refine and where necessary, redesign the plans shown in the *Strategic Master Plan and Urban Ring Phase 2* to create a Conceptual Design that has the approval of the City and the support of the community. The Conceptual Design will be used as the basis for the Final Design.
- The Final Concept Design submission shall include context or district plans, rendered right-of-way plans, cross sections and at least five “before-after” three 3-D views of the corridor design for agency and public meeting review, identification of all abutters and property lines, motor-vehicle, bus and bicycle lane and intersection alignments, sidewalks widths, street trees and lights placement, curbside parking plan including the location of bus stops and electric vehicle charging stations and opportunities for rain gardens.

### **Task 3. 25% Design Development and Submittal**

Complete and submit the 25% Design for Dudley Square per the City of Boston requirements and requirements of applicable state agencies (e.g., MassDOT, MBTA, DCR, etc.) with jurisdiction over certain design elements. The consultant shall work with City agencies to incorporate design features which promote “green” streets in terms of use of materials, plantings and drainage and “smart” streets in terms of linked traffic signals and use of cameras, sensors and tags.

- Key elements to be completed for a 25% Design include, but are not limited to:
  - Drawings for streetscape, landscaping and special paving elements of the project;
  - Computed horizontal and vertical geometrics;
  - Resolution of any conflicts with underground, surface or overhead utilities;
  - Drainage and grading plans and analysis;
  - Identification of areas requiring structural or geotechnical analysis;
  - Cross sections;
  - Description of affected areaways; if any,
  - Preliminary right-of-way plans that document land ownership in the project areas and identification of all permanent and temporary easement and taking limits and dimensions;
  - MassDOT design exceptions report as needed; and
  - A line-itemed cost estimate of the design.
- The 25% drawings shall clearly detail, at a minimum:
  - Modified curb lines including curb cuts, lane functions and intersection geometries including any proposed bicycle accommodations;

- Sidewalk design and finishes, including trees and plantings, street lighting, benches, bicycle racks, trash receptacles, electric vehicle charging stations, kiosks and bus shelters;
  - Public plaza area programming and design, including trees and plantings, street and pedestrian scale LED fixture lighting, benches, bicycle racks and bike-share stations, trash receptacles, accommodations for possible outdoor cafes, and locations of public memorials;
  - Rain gardens and identification of tree pit design and materials for permeable sidewalks.
  - Traffic control equipment, signals and control boxes including signal phasing and timing plans, loop detector, video cameras and in-street sensors for real-time traffic counts and analysis, mast arm and control box locations, pavement markings, street name and directional signage and curbside parking regulations; and
  - Pedestrian ramps at all necessary locations within the limits of work (pedestrian ramps shall conform to MassDOT standards and designs approved by the Commissioner of Public Works).
- Submit plans in hard copy and electronic (pdf and AutoCAD, as requested) format.
  - The 25% Design shall meet the BTM Traffic Signal Design Submission Requirements Guidelines (Appendix B).
  - Prepare presentation level plans and assist in the presentation of the plans at public meetings as required.
  - Identify all necessary federal, state and local permits and approvals.
  - Working with public agencies and abutters prepare a Maintenance Costs and Agreement Plan with anticipated line-itemed annual costs and responsibilities.
  - Upon approval of the 25% Design by BTM and other city and state agencies as applicable, advance project to 75% Design.

#### **Task 4. 75% Design Submittal**

- Complete and submit the 75% Design per City of Boston requirements, MassDOT requirements and the requirements of other state and federal agencies such as MBTA and DCR with jurisdiction over certain design elements.
- Key elements include, but are not limited to:
  - Written response to City of Boston's 25% and state agency review comments;
  - Construction plans for all features identified at the 25% Design Submittal, including roadway plans, streetscape layout and material plans, grading plans, pavement marking plans, and traffic signal plans; drainage plans, utility plans, signage plans, planting plans, irrigation plans, and all associated details;
  - New and/or updated cross sections;
  - Coordination of utility locations and areaways with appropriate entities as needed;
  - Line-item detailed cost estimate, with unit costs; and
  - Preliminary draft of specifications and special provisions.
- Submit the 75% Traffic Signal Designs per the BTM Traffic Signal Design Submission Requirements (Appendix C).
- Submit final right-of-way plans with the title sheet, parcel summary sheets, location maps, and property plan sheets for affected areas.

- Submit spot taking plans, as required.
- Prepare renderings and assist in the presentation of the renderings and plans at public meetings, as required.
- Prepare drawings for the Public Improvement Commission's (PIC) approval.
- Submit applications for all necessary federal, state and local permits and approvals.
- Upon approval of 75% Design by the Public Improvements Commission, MassDOT if necessary, and state and federal agencies with jurisdiction on specific design elements such as MBTA or DCR, advance project to 100% Design.

#### **Task 5. 100% Design Submittal and PS&E Design Package**

- Complete 100% PS&E Design Package per City of Boston requirements, MassDOT requirements, and requirements of the applicable state and federal agencies such as MBTA and DCR with jurisdiction over certain design elements.
- Key elements include, but are not limited to:
  - Respond in writing to the City of Boston's and state agencies 75% review comments.
  - Finalize construction plans, inclusive of cross sections, streetscape plans, and traffic signal plans. 100% traffic signal plans should be submitted per BTG Guidelines (Appendix C).
  - Finalize cost estimates and special provisions.
  - Submit Construction Plans to Utilities engineer and BTG's Construction Management Section.
  - Assist in the presentation of the plans at public meetings as required.

#### **Task 6. Bid Documents and Support**

- Prepare final bid package.
- Assist City of Boston during the bidding phase.
- Attend pre-construction conference and prepare memorandum of meeting.
- Respond to contractor questions during the bid phase. Prepare addenda as needed.
- Review and evaluate bids received for construction and submit to the Department a recommendation as to the award of all construction contracts.
- Prepare conformed contract and specifications, incorporating any bid period addenda.

#### **Task 7. Construction Phase Services**

- Review schedules, shop drawings, other submittals.
- Respond to Requests for Information (RFI's).
- Review Value Engineering Change Proposals.
- Prepare change orders as needed.
- Attend bi-weekly construction meetings.
- Prepare construction observation reports.

- Certify work done by the contractor.

#### **Task 8. Public Improvement Commission and Other Agency Submissions**

The Consultant shall prepare drawings and reports when and as required for submission to the Public Improvement Commission or any other agency. Such documents shall include, but not be limited to, approval plans, taking plans, specific repair plans, widening plans, easement plans, and, when directed, damage estimates and engineering reports. Plans required because of Public Improvement Commission orders shall be in hard copy and/or media as directed by the Public Improvement Commission.

#### **Task 9. Public Process and Agency Coordination**

This project will be informed by an extensive public process involving open public meetings and meetings with task forces, residents, businesses, community and advocacy groups. The project also requires coordination with City departments, other public agencies, and utility companies. This process will be managed by the BTDC / City of Boston. The City will determine the schedule, advertise and host all the public meetings. The consultants will be required to attend and make presentations at public meetings. The provision of materials for posting on the Project Website will be required. (Note that day-to-day management of the website will be provided by the City of Boston)

Additional meetings with abutting property owners directly impacted by any right-of-way design work may also be required.

As a minimum, services will include the following:

- 1. Meetings with Public Agencies and/or Utility Companies in addition to BPWD and BTDC:**

This includes coordination with Boston Water and Sewer Commission, Boston Parks and Recreation Department, Boston Street Lighting Section, Mayor's Office of Neighborhood Services, Boston Bikes Program, Boston Fire Department, Disabilities Commission, Mayor's Office of Environment and Energy, MassDOT, Massachusetts Historic Commission, MBTA, DCR, and any other public agencies in which approvals are required. Coordination with private utility companies will be required. The number of meetings will be as necessary to coordinate and determine locations, impacts, and recommendation to minimize the impacts the improvements could have on the various utilities. Assume up to twelve (12) interagency and/or utility coordination meetings.

- 2. Public Community Meetings:** Up to seven (7) are to be included. In addition, it is anticipated a minimum of twelve (12) meetings will be necessary with abutters and stakeholders.

- 3. Meetings with BTDC:** In addition to the above noted meetings, include two meetings every month with BTDC staff for project management purposes.

4. **Meetings with Public Improvement Commission:** At least six (6) meetings including public hearings with the Public Improvement Commission are assumed.

## **VI. COORDINATION WITH CITY STANDARDS AND PROGRAMS**

### **A. Transportation**

All proposed designs and analysis must be developed in accordance with the BTB's Traffic Signal Operations Design Guidelines and Traffic Signal Design Submission Requirements. Upon approval all AutoCAD, Synchro and other files will be submitted to BTB in electronic format and as hard copies.

The 25% Design will include approved roadway and intersection alignments and geometries, lane functions including any bicycle accommodation, location of traffic control equipment including signals, and other details such as curb cuts and location of crosswalks.

The tasks will include proposing a safe and efficient traffic signal phasing and timing plan. After 25% plans are approved, the consultant shall prepare 75% plans and specifications to be approved by BTB prior to submittal of 100% plans.

Opportunities for multi-space meters, electric vehicle charging stations, video cameras, in-road sensors and tags will be explored and installed and designed in consultation with the Boston Transportation Department and the Department of Innovation and Technology.

### **B. Lighting**

Lighting will play a key urban design role in creating consistency of design and a sense of place in the Melnea Cass Boulevard corridor. Any and all proposed changes and/or additions to existing City of Boston Street Lighting elements will be coordinated with BPWD's Street Lighting division. In addition, all designs shall be in accordance with City of Boston Street Lighting Standards.

### **C. Utilities**

The Dudley Square project may require utility re-engineering or disruption, including location and reconnection of catch basins from existing sewers into drains, remodeling of drainage structures at surface levels and possibly relocating hydrants. The selected design team and its engineer will be required to coordinate with the Boston Water and Sewer Commission and appropriate utility companies during the design phase with regard to proposed utility disruption or relocation. The approved 25% Design will include written communication with all impacted utility companies to identify any changes required to existing utility alignments and locations.

### **D. Landscape: Street Trees and Plantings**

The design team will be responsible for developing an overall landscape approach for the Dudley Square project including examination of above and below-grade utilities to determine feasible locations for street

trees, determination of the viability of a 'treeway' and the use of structural soils and/or cell tree-pits, selection of appropriate tree species, and tree planting specifications, as well as alternative planting options where street trees are not feasible. The use of rain gardens or similar features to accommodate storm water run-off will be required. The overall landscaping plan should be coordinated with the lighting, wayfinding, art, and street furniture programs.

For street trees, contract requirements include:

- Species selection and final locations;
- Design and installation details and specifications for the following: tree pits and/or "tree ways," tree grates, curbed/fenced tree pits, drainage, aeration, irrigation (or other water source, conventional or reuse) and raised permanent planters or movable planters; and
- A maintenance plan for all (existing and) proposed landscape elements.

Where there are existing trees, the design team will be responsible for a complete inventory of the existing trees, including locations, size, type, installation condition (i.e. 4' x 6' tree pit w/grate), and condition. To the extent possible, mature healthy trees will be incorporated into the design.

All landscape features (i.e. trees, pavement materials, benches, etc) for the Dudley Square project must be coordinated with the Boston Parks and Recreation Department at all stages of design.

#### **E. Signage**

The design team will be responsible for developing a comprehensive signage plan for pedestrians, bicyclists and vehicles in coordination with the appropriate city agencies. The work will include the design and location of the signs including co-location with street light poles, traffic signal poles or other existing or proposed elements. Coordination with the City of Boston Wall Street Furniture Program may be required.

#### **F. Public Art**

The City expects public art to be an integral part of the final designs for the Dudley Square project. The design team should have expertise in the incorporation of art into public realm projects, particularly with regard to civil and site engineering and maintenance. However, neither a public art plan nor the design of stand alone pieces will be part of this contract. Close coordination with an artist hired under an independent contract may be required. Reference to local history, such as the significance of Roxbury's African-American cultural heritage, is an example of a theme that would be suitable for incorporation.

#### **G. Programmable Spaces**

Widened sidewalks and plazas proposed in the conceptual design are potential locations of programmable space. The design team will be responsible for identifying appropriate uses and corresponding detailed urban design of such spaces within the public right of way.

#### **H. Street Furniture**

A key component of the design is the selection of street furniture from a single design vocabulary that is relatively easy to maintain. These elements include, but are not limited to, benches, planters, kiosks, bicycle racks, trash receptacles. The consultant will coordinate the City of Boston's Wall Street Furniture Program for relevant pieces, possibly including small vending kiosks and newspaper condos.

## **VII. FEES - General**

The Consultant shall assign an experienced Project Manager, a registered professional engineer as the Project Engineer and a Lead Urban Designer. The Consultant shall not replace the persons in charge without permission of the Commissioner. The Consultant shall assign such other personnel to the work as may be necessary from time to time.

For all services to be performed as specified in this Request for Proposals, BTD will pay the Consultant for direct labor multiplied by the *lesser* of, an audited overhead multiplier or 1.55. A 10% profit margin will be added to the total adjusted cost for labor.

The direct hourly rate for labor of ANY personnel shall not exceed FIFTY ONE Dollars (\$51.00) per hour. Actual direct salary will consist of straight time, direct payroll of engineering and technical employees, excluding all officers, for such time employees are directly utilized on this work.

## **VIII. FORMAT OF THE PROPOSAL**

The submission must be printed double-sided. Please number the pages of the submission.

The proposal sections shall be titled as follows:

Introductory letter

Table of contents:

- A. Project Approach and Work Plan
- B. Personnel, Experience and Organizational Chart
- C. Scope of Work Changes
- D. Proposed Person Hours
- E. Current Workload
- F. Affirmative Action Program

A description of each follows:

### **A. Project Approach and Work Plan**

The Consultant shall submit a project approach demonstrating their understanding of the challenges and design opportunities presented by the Dudley Square project and a Work Plan for the Tasks detailed in this RFP. The Project Approach should describe the Consultant's vision and a brief description of the potential design and project management strategies they would bring to the project.

### **B. Personnel, Experience, and Organizational Chart**

A detailed list of all personnel to be assigned to this project should be included in the proposal including an organizational chart. Qualifications and experience of key personnel shall be presented. The address of the office in which the work will be performed should also be listed.

### **Key Personnel and Project Management:**

This project will require a robust collaboration between urban design and engineering. The make up of the team and the proposed structure of the collaboration between the various disciplines on the team will

therefore be of paramount interest to the selection committee. The selection committee will evaluate how each team proposes to get from the notice to proceed through design to approved construction drawings, specifications and cost estimates. The Consultants should clearly articulate the reasoning behind the composition and leadership structure of their team, how it demonstrates their philosophy for this project and how the expertise of each member will be brought to bear on the assignment in an organized and efficient manner.

While the Consultants may present other project experience, they should highlight projects of scale and scope similar to the Dudley Square design project. Additionally, they should describe any prior collaboration between partnering firms or participating sub-contractors on similar projects.

A demonstration of the team's "Complete Streets" approach to design will be key to their selection. For example, the team must demonstrate expertise in designing features to: accommodate bicycles and transit vehicles, enhance pedestrian safety, capture storm water appropriately and use new technologies such as sensors in the right of way.

There are several characteristics of the consultant team which the selection committee has identified as essential.

1. The core leadership of the team must include a Project Manager, a Lead Urban Designer, and a Project Engineer (must be a registered P.E. in Massachusetts). Each responding team may overlap these roles to suit their strategy. However, the Project Manager must be the single point person where all of the various functions of the project meet. This person and their respective firm will maintain the lead in terms of contract management and contact with the BTB.
2. The Project Manager must have demonstrated expertise and practical experience in managing a multi-disciplinary team on complex transportation and streetscape reconstruction projects. Specifically, the project manager should demonstrate experience with "best practices" and state-of-the-art technologies. Though the project manager need not necessarily be an engineer or designer, they should have ample experience in "design-driven" projects. The project manager should have experience working in complex urban environments such as Boston. The project manager should have experience working on projects with a high degree of public interest and community participation.
3. The Project Engineer must be a registered P.E. in Massachusetts and eligible to certify all construction documents. The administration for the construction phase services will be engineering-led. The description of the team must demonstrate how the design and engineering sides will come together, specifically as to who has ultimate responsibility for the soundness of the design.
4. The Lead Urban Designer for the project may specialize in any one of the related design disciplines—urban design, landscape architecture, or architecture. The selection committee is most concerned with his/her experience in urban streetscape projects.

### **Other Team Members**

The consultant team should include qualified transportation planners and engineers, urban designers and landscape architects, as well as development specialists who will insure that the roadway designs result in attractive development sites.



### **C. Scope of Work Changes**

Please describe any recommended additions to or deletions from the scope of work, and total person hour additions and deletions associated with each. (NOTE: Said addition and/or deletions must be separately stated and not included in the "PROPOSED PERSON HOURS." The person hours for work additions or for scope of work changes will be negotiated upon selection.)

### **D. Proposed Person Hours**

1. Use form titled Price Proposal in Section 9.
2. The consultant is responsible for inspecting the Dudley Square project area prior to submitting a proposal. If additional work beyond normal reconstruction (such as retaining walls, areaways, etc.) the Consultant shall identify the street and give a description of the work.
3. The consultant shall assume no survey information is available from the City. The consultant shall submit a survey estimate for the contract. The Project Engineer shall inspect each street and determine if each particular street requires a tape or instrument survey.
4. It is anticipated that certain improvements proposed under this project will require takings and/or easements. It shall be the responsibility of the Consultant to prepare the documents necessary to assist the City in obtaining these rights including necessary construction easements. The cost associated with these services will be negotiated after signing the Contract. Do not include person hours for these services in the Work Hour Estimate.
5. Design Schedule: Assume the Notice to Proceed to be issued December 2011 and that 100% Design with PS&E is to be completed within a twelve (12) month time period.

### **E. Current Workload**

Refer to Appendix A: Affidavit

### **F. Affirmative Action Program**

Detail your affirmative action program.

## **IX. SELECTION**

The Commissioner shall select one Consultant team to perform the work.

The project is divided into eight work tasks:

1. Existing Conditions Documentation;
2. Final Conceptual Design;
3. Approved 25% design;
4. Approved 75% design;
5. Approved 100% PS & E;
6. Bid documents and support;
7. Construction phase services;
8. PIC Plans and other agency submissions;

9. Public Process and agency coordination.

**Note that this RFP requires prospective consultants to prepare price bids broken down by work task.**

If the respondent has any questions regarding the RFP, please call Vineet Gupta, Director of Planning, BTM. He can be reached at (617) 635-2756 or by email: [Vineet.Gupta@cityofboston.gov](mailto:Vineet.Gupta@cityofboston.gov).

# SECTION 9.0 PRICE PROPOSAL

This section must be submitted in a separate sealed envelop labeled PRICE PROPOSAL.

Complete on Price Proposal Worksheet for each task in Section \_\_\_\_\_. Section \_\_\_\_\_, Allowable Costs, should be reviewed before completing this section. Particular attention should be paid to the maximum billing amounts for hourly rates, indirect cost, and fixed fee.

The price that will be used for comparison purposes is TOTAL PRICE PROPOSAL. This number is determined by taking the totals from the price proposal worksheets to the Master Proposal Worksheet to determine the Total Labor Cost. The Total Labor Cost is then added to the Total Non-Labor Direct Expense to determine the Total Price Proposal.

Task	Estimated Hours	% of Total Hours	Consultant Hours	Consultant Labor Cost	Sub-Consultant Hours	Sub-Consultant Labor Cost	Total Labor Cost

TOTAL LABOR COST \$ \_\_\_\_\_

TOTAL NON-LABOR DIRECT EXPENSE \$ \_\_\_\_\_

TOTAL PRICE PROPOSAL (in figures) \$ \_\_\_\_\_

(in words) \_\_\_\_\_

**BILLING WORKSHEET****TASK #:** \_\_\_\_\_**COMPLETE ONE BILLING WORKSHEET FOR EACH TASK****CONSULTANT**

Name	Title	Hourly Rate	Number of Job Hours	Consultant Direct Salaries

Times Indirect Cost Rate of \_\_\_\_ % = \_\_\_\_\_

Times Fixed Fee Rate of \_\_\_\_ % = \_\_\_\_\_

Total Consultant Labor Cost \_\_\_\_\_

**SUBCONSULTANT**

Name	Title	Hourly Rate	Number of Job Hours	Sub Consultant Direct Salaries

Times Indirect Cost Rate of \_\_\_\_ % = \_\_\_\_\_

Times Fixed Fee Rate of \_\_\_\_ % = \_\_\_\_\_

Total Subconsultant Labor Cost \_\_\_\_\_

## **APPENDICES**

APPENDIX A:	Workload Affidavit
APPENDIX B:	BTD Guidelines
APPENDIX C:	MHD Attachment I Standard Provisions and MHD Attachment J Special Provisions
APPENDIX D:	FIGURE 1
APPENDIX E:	CRITERIA RATING DESCRIPTION
APPENDIX F:	VENDOR INFORMATION FORM

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## APPENDIX A

### WORKLOAD AFFIDAVIT

"On behalf of \_\_\_\_\_, I hereby certify that we shall proceed with the services described in this Proposal within ten (10) days of receipt of "NOTICE TO PROCEED" from the BTB and shall complete the services within the times stipulated in this REQUEST FOR PROPOSAL and/or the NOTICE TO PROCEED or as may be modified from time to time by BTB. Furthermore, the service to be provided under this project will be accomplished utilizing the staff identified in our Proposal, to the extent possible, and substitutions of the key personnel shall not be made without prior discussions and concurrence with the Commissioner or his designated representative. These terms shall remain in effect for a period of six (6) months from the date of this Proposal".

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

## **APPENDIX B**

### **BTD Guidelines**

Traffic Signal Operations Design Guidelines

Pedestrian Audible Signal Design Guidelines

Design Submission Requirements



September 29, 2004

BOSTON  
TRANSPORTATION  
DEPARTMENT

ONE CITY HALL PLAZA/ROOM 721  
BOSTON, MASSACHUSETTS 02201  
(617) 635-4680/FAX (617) 635-4295

## Traffic Signal Operations Design Guidelines

### 1. Objective:

The objective of this document is to provide traffic engineers a guide for the design of safe and efficient traffic signal phasing and timing plans in the City of Boston. The assumption has been made that the installation of any traffic signal under consideration has been justified based on the traffic signal warrant analysis procedure documented in the MUTCD and an engineering report clearly defining the need and purpose of the proposed signal. As in the development of any traffic-engineering plan, significant professional engineering judgment should be exercised.

### 2. Data Collection (minimum requirements)

- a. A condition diagram depicting existing intersection layout including such features as roadway geometry, channelization, grades, number and width of travel lanes, lane use, speed limit, parking restrictions, driveways, bus stops and sight distance restrictions. The location of any adjacent schools, senior citizen facilities, parks, playgrounds, community centers, mass transit stations, hospitals and other significant pedestrian generating facilities should be noted on the diagram. The condition diagram should be developed as a result of a field evaluation.
- b. Turning movement vehicle counts for each traffic movement from each approach and summarized in 15 - minute intervals. Coverage should be at least 7 AM to 6 PM on a weekday. Additional counts including nights and / or weekends may be required.
- c. Pedestrian volume counts on each crosswalk during the same periods of the vehicular counts.
- d. Existing phasing & timing data for signals on intersecting streets within 1,000 feet of subject location.
- e. Most recent 3-year period of crash data available.

### 3. Traffic Operations Analysis

Perform intersection capacity analysis using collected data and BTD approved methodology to determine critical movements and establish a traffic signal phasing and timing plan. Proper analysis shall include AM peak and PM peak periods at a minimum. BTD may require timing plans for off-peak and / or weekend periods. If the signalized intersection is, or will be adjacent to or between existing traffic signals operating in a coordinated system, cycle lengths must be consistent with those used in the existing network to maintain proper coordination. Otherwise, all the signalized intersections operating in the coordinated system must be analyzed for new cycle, splits and offsets.

THOMAS M. MENINO, Mayor



0-100-01



Traffic signal timing & phasing analysis shall be performed using an approved software package such as Synchro - Version 5.0 or higher. Other software packages may be acceptable with prior BTD approval. The traffic signal timing and phasing analysis must be calibrated to reflect current conditions. Both input and output files shall be submitted for review and approval by BTD. Printed, and/or electronic files may be required for submittal. Measures of Effectiveness (MOEs) such as Average Delay, Level of Service (LOS), Volume to Capacity Ratio (V/C) and 95% Vehicle Queues for each scenario, including the existing condition, shall be summarized on a table by movement, approach and intersection total for each scenario analyzed. Additional MOEs and / or system-wide MOEs may need to be summarized as required by BTD.

It is known that the goals of traffic safety and traffic capacity may conflict when determining the number of phases for an intersection. In all cases, the treatment of left-turn movements and pedestrian flows must be considered in the phasing and timing plan development. In order to maximize efficiency of signalized intersections, BTD requires that traffic signal controllers be designed for the minimum number of phases that are necessary to provide an acceptable level of safety. With this in mind, the traffic engineer must carefully select the appropriate use of protected / exclusive controller phases. Intersections that experience heavy conflicts between turning vehicles and pedestrians and / or between turning vehicles and through traffic or have restricted sight distance may require a protected / exclusive phase, which will have a detrimental effect on intersection operation and capacity.

#### 4. Operational Considerations

- a. Signal cycle lengths should be designed to reduce delays to both vehicles and pedestrians while maintaining adequate LOS and traffic signal coordination.
- b. The signal phasing and timing plans should be designed for a vehicular LOS "D" or better where attainable and a V/C ratio of 0.85 or lower for each approach during peak hours.
- c. Pedestrian WALK intervals should be maximized in correlation with corresponding vehicular movements.
- d. A Pedestrian WALK interval shall be provided concurrently with the vehicular GREEN interval for the non-conflicting crosswalks at intersections with one-way streets.
- e. Flashing DON'T WALK time shall be calculated as per the MUTCD (Manual on Uniform Traffic Control Devices).
- f. Historically, exclusive pedestrian phases have been routinely incorporated into traffic signalization plans in Boston. The Boston Transportation Department encourages the use of concurrent pedestrian phases where appropriate, to ensure more pedestrians cross with the WALK phase and to reduce delays to pedestrians and vehicles.

Concurrent WALK should be considered where the following criteria are met:

- Where concurrent WALK phasing will improve operations (i.e. reduce delays to both vehicles and pedestrians)
- At intersections where conflicting turning volumes are low (typically less than 250 vph) and
- Where sight distance is not restricted.
- Leading pedestrian intervals may be considered where appropriate.

g. *Exclusive* WALK should be considered in the following cases:

- At intersections where conflicting turning volumes are high (greater than or equal to 250 vph) and pedestrian volumes are high.
- Sight distance is restricted to less than 250 feet when speeds are 35 mph or less. Sight distance is restricted to less than 400 feet when speeds are 40 mph or higher.
- Intersection geometry dictates that concurrent pedestrian crossings may be confusing or dangerous.
- At intersections within "safety zones" near elderly housing, schools, recreational areas, playgrounds, and health facilities, etc...

h. Protected or Protected / Permissive left-turn phase should be considered in the following cases:

- The cross-product of the left-turn traffic multiplied by the opposing traffic is greater than 100,000 for 2 or more lanes and the left-turn volumes are at least 75 vph, during the two peak hours.
- Sight distance is restricted to less than 250 feet when speeds are 35 mph or less. Sight distance is restricted to less than 400 feet when speeds are 40 mph or higher.
- There were 4 or more left-turn crashes in the last year or 6 in the last 2 years that are susceptible to correction.
- There is more than one left-turn lane.
- Intersection geometry dictates that permissive left-turns may be confusing or dangerous (i.e.; 5-legged or skewed intersections).
- Turn arrows should only be used to indicate protected turn phases.

i. Pedestrian intervals should be designed so that pedestrians can cross the entire street on one phase. If a multi-phase pedestrian walk is the most feasible alternative, a pedestrian push-button must be installed. The median width shall not be less than 6 feet.

j. New traffic signal equipment shall be designed to meet BTD signal system specifications and allow for maximum flexibility such as providing automatic pedestrian phasing during certain times of the day and providing pedestrian and / or vehicle overlap phases that allow pedestrians and / or vehicles to move during multiple phases when appropriate.

Approved:

  
\_\_\_\_\_  
John DeBenedictis, P.E.

Director of Traffic Management & Engineering

## Guidelines for the Installation of Audible Pedestrian Traffic Signal Devices

The following factors should be considered for the installation of audible pedestrian devices as outlined in Section 4E.06 of the Manual on Traffic Control Devices (MUTCD):

1. There must be a demonstrated need for the audible device, which is documented through a user request.
  - There should be a facility that is regularly utilized by persons who are blind, visually impaired or deaf-blind in the proximity of the proposed location.
  - Training to the audible signal operation should be provided to the expected users.
2. The proposed location must be suitable, in terms of safety, noise level and neighborhood acceptance.
  - Examine proposed location for residential units that may be disturbed by the sound of the audible device.
  - Examine possible extraneous sources of sound in order to eliminate potential confusion to the visually impaired.
3. The complexity of traffic signal phasing, intersection geometry and traffic volumes should be considered.
  - Examine signal sequence; complex signal phasing requiring more than two pedestrian phases may be unclear as to which crosswalk is served by each audible tone unless an exclusive pedestrian signal phase is provided.
  - Heavy right turn on red movements and continuous right-turn movements make it difficult for visually disabled persons to cross the street.
  - Width of crossing may present more difficulties for the visually disabled person.
  - Multiple approaches and its geometric configuration (offset, skewed, etc) affect the ease and difficulty of crossing for the visually disabled person.
4. Use pedestrian button mounted audible devices with locator tones where appropriate.



September 29, 2004

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ONE CITY HALL PLAZA/ROOM 721  
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## Traffic Signal Design

### Submission Requirements

#### 1. Conceptual Design Report

Preparation of a Conceptual Design Report utilizing BTD approved traffic engineering analysis techniques to develop a conceptual design plan depicting proposed roadway geometry, lane use, traffic signal phasing, and preliminary timings. The development of the conceptual design report and plan shall be done in concert with BTD's Traffic Signal Operations Design, and will be used as a justification report to proceed to the 25% design stage.

#### 2. 25% Submission

Preparation of a plan depicting basic traffic signal strategy including traffic signal housing locations (w/ signal housing display chart), signs, pavement markings, and proposed traffic signal phasing diagram.

#### 3. 75% Submission

- a. A written response to all comments made at the 25% design stage.
- b. Complete traffic signal strategy plans including traffic signal equipment locations, signs, pavement markings, traffic signal phasing and timing chart, phasing diagram, loop detector chart, general notes, and a major list of items required.
- c. Refined traffic signal timing calculations including calculations of cycle lengths, green splits, and offsets for AM peak, PM peak and off peak hours.
- d. Refined time-space diagrams for interconnected signals.
- e. Traffic management plans.
- f. Draft special provisions.
- g. Preliminary estimates.

#### 4. 100% Submission

- a. A written response to all comments made at the 75% design stage.
- b. Traffic signal plans incorporating all changes as directed from the 75% design stage review.
- c. Special provisions incorporating all changes as directed from the 75% design stage review.

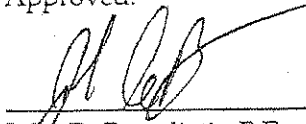
THOMAS M. MENINO, Mayor



5. PS&E Submission

- a. Stamped and signed approved plans, specifications and final estimate.
- b. Three hard copy sets of final plans and specifications are required as well as an electronic copy on CD ROM. Plans shall be drawn in AutoCad format. Specifications shall be in MS Word format.

Approved:



John DeBenedictis, P.E.

Director of Traffic Management & Engineering

D:\JD Personal\BTD Design Submission Requirements.DOC

## APPENDIX C

MHD Attachment I Standard Provisions and  
MHD Attachment J Special Provisions

**ATTACHMENT I  
STANDARD PROVISIONS**

**MASSACHUSETTS HIGHWAY DEPARTMENT  
EXECUTIVE OFFICE OF TRANSPORTATION**

**OFFICE OF TRANSPORTATION PLANNING**

**ARTICLE I: GENERAL PROVISIONS**

**1. DEFINITIONS**

The following words as used herein, heretofore, and hereinafter shall mean:

**CONSULTANT**....The party of the second part to this Contract, acting directly or through an authorized lawful agent or employee.

**COMMONWEALTH**....The Commonwealth of Massachusetts

**DEPARTMENT**....The Massachusetts Highway Department of the Commonwealth of Massachusetts.

**DIRECTOR**....The Executive Director of the Office of Transportation Planning acting directly or through an authorized representative, such representative acting within the scope of the particular duties entrusted to him/her.

**EXECUTIVE OFFICE OF TRANSPORTATION OR "EOT"**....The Executive Office of Transportation of the Commonwealth of Massachusetts.

**FEDERAL HIGHWAY ADMINISTRATION OR "FHWA"**....The Federal Highway Administration of the United States Department of Transportation.

**PROJECT**....All work described in the Scope of Services (Scope of Work) contained in Attachment A.

**SPECIFICATIONS**....The directions, provisions and requirements comprising the Terms and Conditions, the Standard Contract, Standard Provisions and the Special Provisions.

**SPECIAL PROVISIONS**....The special directions, provisions and requirements prepared to cover proposed work not expressly provided for in these specifications. The Special Provisions shall be included within the general term "Specifications" and shall be made a part of the contract with the expressed understanding that in the event of conflict, they shall prevail over all other specifications of the contract.

**STANDARD CONTRACT**....Commonwealth of Massachusetts Standard Contract

**STANDARD SPECIFICATIONS**....Most recent Massachusetts Highway Department Standard Specification for Highways and Bridges

**TERMS AND CONDITIONS**....Commonwealth Terms and Conditions

## 2. TIME SCHEDULE

The Consultant shall begin performance of the services designated in the contract promptly and shall complete the services without delay. All work shall be performed by the Consultant in accordance with the time schedule as shown in the Standard Contract and/or in the SPECIAL PROVISIONS, if applicable.

Should circumstances occur, which are beyond the control of the Consultant, such as an increase in the scope of work, revisions to approved work, or a change in the conditions under which the work is to be performed, the specified estimated completion date may be extended. If the extension of time is more than one year beyond the originally specified time-period, the contract fee may be renegotiated. Four months prior to reaching the completion date for the Contract, it shall be the Consultant's responsibility to notify the Department in writing if the completion date cannot be met. The Consultant shall state the reason why that date cannot be met and request a revised date for consideration. If the Department determines that an extension of time is warranted, both parties shall agree to a new completion date. Any adjustment to the contract fee attributed to escalated salaries and/or other costs resulting from the extended time shall only apply to costs incurred beyond the one-year addition to the original completion date. Also, the Consultant is made aware that no compensation will be paid for services that are rendered either prior to the date of the Notice to Proceed or beyond the duration specified in the Contract, unless an extension of time is granted.

## 3. TERMINATION

Upon receipt of written notification from the Department that this Contract, or any part thereof, is to be terminated, the Consultant shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of this Contract that may be in its possession or custody, and shall transmit the same to the Department on or before the fifteenth day following the receipt of the above written notice of termination, together with an evaluation of the cost of the work performed, unless otherwise provided for in the SPECIAL PROVISIONS. The Consultant shall be entitled to just and equitable payment in accordance with ARTICLE II, Section D for any uncompensated work satisfactorily performed prior to such notice.

The Department shall determine the amount of acceptable work performed by the Consultant under this Contract. The Department's evaluation shall be used as a basis to determine the amount of compensation due for this work, provided it shall be made in good faith and supported by substantial evidence. In determining the value of the work performed by the Consultant prior to termination, no consideration will be given to profit, which the Consultant might have reasonably expected to make on the uncompleted portion of the work.

## 4. STANDARD SPECIFICATIONS

The Consultant agrees to perform the work required under this contract under strict conformity with the provisions of the Department's current Standard Specifications for Highways and Bridges and amendments thereto insofar as said provisions are applicable to this contract, said Standard Specifications and amendments being specifically made a part of this contract as fully and to the same effect as if the same had been set forth at length herein, except herein otherwise provided.

## 5. DESIGN STANDARDS

All work shall be designed in accordance with the standards adopted by the American Association of



State Highway and Transportation Officials and with the design standards of the Department using data as appears in the Department's current Standard Specifications for Highways and Bridges, as amended, and as shown in the Highway Design Manual, Manual on Uniform Traffic Control Devices, Bridge Manual, Construction Manual, Survey Manual, Right of Way Manual and the Utility Accommodation Policy, along with all other standards, specifications, memoranda, directives and practices presently adopted for use by the Department and as may be from time to time amended. The design of projects on the Federal Aid Highway System must comply with standards as approved by the United States Department of Transportation, Federal Highway Administration. All roads on the Interstate System must comply with the Standards as provided in Section 109 Title 23 of the Federal Highway Act of 1956, as amended.

## 6. STAFFING OF OFFICE AND INSPECTION OF WORK

The Consultant shall maintain an office located within the confines of the Commonwealth of Massachusetts. Such office shall be staffed with professional personnel adequate in number, training and experience to perform the work required under this contract.

Prior to the beginning of work, the Consultant shall submit the names, resumes, titles and salary rates of all personnel to be assigned to the work. Any subsequent increase in salary rates shall require the written approval of the Executive Director. In addition, education and experience records of supervisory personnel who will actively participate in the work shall be submitted. If, at any time during the term of this contract, any supervisory position is vacated, notice shall be immediately sent to the Executive Director as to the person vacating the position and the name, title, education, experience record and rate of pay of the person who will fill the vacancy. Prior written approval of the Executive Director for the change in supervisory personnel must be received by the Consultant. It is understood that authorized representatives of the Massachusetts Highway Department/Office of Transportation Planning and the United States Department of Transportation, Federal Highway Administration may inspect or review the Consultant's work in progress during normal working hours. Plans and documents, including those in the formative stage, shall be readily available in the Consultant's Massachusetts Office at all times during normal working hours. It is agreed that any or all portions of the work performed by the Consultant may be reviewed by other Consultants retained by the Department for this purpose.

## 7. LODGING, ETC.

Every person employed in the work covered by this Contract shall lodge, board or trade where and with whom he/she elects, and neither the Consultant nor its agents or employees shall directly or indirectly require as a condition of employment therein that an employee shall lodge, board or trade at a particular place or with a particular person.

## 8. AVAILABLE DATA AND MATERIALS

All data applicable to this project in possession of the Department shall be made available to the Consultant by the Department. When appropriate, the Department shall furnish to the Consultant forms, cross section paper and other material for the preparation of plans, profiles, cross sections, etc. if such materials are standard only with the Department and cannot be obtained elsewhere.

## 9. HEARINGS & MEETINGS

The Department shall make all arrangements for and hold all necessary official public hearings in

connection with the project. Public meetings to obtain citizen participation in the planning and design of the project may be arranged by the Department or by the Consultant under the direction of the Executive Director. The Consultant shall not, at any time, make any commitments or give any information regarding projects being planned by the Department without prior approval of the Executive Director. The Consultant shall, when requested by the Executive Director, render such assistance as necessary, including preparation and explanation of materials, at or for any hearing, meeting or conference held by the Department.

## **10. AGREEMENTS**

The Department shall negotiate and prepare all necessary agreements with railroads, public utilities, municipalities, agencies of the United States Government or others. The Consultant shall prepare the plans, sketches and other data necessary in connection with these agreements and assist the Executive Director, if requested, at conferences related to such agreements.

## **11. APPEARANCE AS WITNESS**

If and when required by the Department, the Consultant shall prepare for and appear in any litigation concerning this project on behalf of the Commonwealth, and shall be paid actual salary and overhead costs with no profit allowance for this services and shall be reimbursed for any expenses incurred in relation thereto. These services and expenses shall not be considered as covered by the total of the fees stipulated in this contract.

## **12. REPORTS OF MEETINGS**

The Consultant shall keep a record indicating the subject and substance of all formal meetings with the members of the EOT and the Department as well as with representatives of other State and Federal agencies, municipalities, private organizations and the general public, at which it is in attendance. Meeting reports shall be prepared and submitted to the Executive Director describing the subject matter discussed at each meeting, and subsequent reports shall be submitted as to actions taken as a result of recommendations presented.

## **13. CONTRACT PROPOSALS: Not applicable**

## **14. APPROVAL OF CONTRACT PLANS: Not applicable**

## **15. REVISIONS**

Should the EOT and/or the Department require additional work or revisions to the Consultant's work product beyond that which is to be delivered in accordance with the Scope of Work outlined in Attachment A of this contract, additional compensation may be negotiated in accordance with Article II section 3.

No compensation will be made under this section for work that the Consultant has completed and for which approval has not been given, or for revisions caused by errors, omissions, oversight or neglect on the part of the Consultant.

## 16. PUBLICATION OF PLANS

No copies of data or plans, including material in the formative stage are to be released by the Consultant to any other person or agency, except after prior approval of the EOT and/or the Department. All press releases including plans and information to be published in newspapers, magazines, and other news media are to be through EOT and Department sources only.

## 17. EMPLOYMENT OF DEPARTMENT PERSONNEL

The employment by the Consultant of personnel on the payroll of the Executive Office of Transportation or of the Massachusetts Highway Department shall not be permitted in the execution of this Contract, even though such employment may be outside of the employee's regular working hours or on Saturdays, holidays or vacation time. The Consultant is presumed to have a sufficient and competent organization to do the work required.

## 18. WARRANTY

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability, or, in its discretion, to deduct from the Contract price or consideration without liability, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

## 19. SUBCONTRACTING

The Consultant shall perform with its own organization not less than fifty (50) percent of the contract fee, except that any items designated in the contract as "Specialty Items" may be performed by subcontract.

If the complexity and nature of the project are such as to require highly specialized professional or expert assistance, services or advice in connection with special phases of the work which normally are not the type performed directly by the Consultant, such services may be obtained, provided that prior written approval is received from the Department, and, in the case of Federal-Aid Projects, both the Department and the FHWA.

The Consultant warrants that its contracts with subcontractors shall bind each subcontractor to all provisions of this contract to the extent that the regulations, rights and interests of the EOT, the Department and the Federal Highway Administration may be effected; and the Consultant accepts legal and financial responsibility for any failures to so protect and enforce the regulations, rights and interests of the EOT, the Department and the Federal Highway Administration.

The EOT and/or the Department reserve the right to approve any changes in subcontractors or changes in the amounts or rates of cost reimbursement to any subcontractor. The employment of other firms or individuals for supplemental specialized services, such as soil testing and ground or aerial survey work included in the predetermined fee, shall not require approval of the Federal Highway Administration or the Board of Commissioners, but prior written approval shall be obtained from the Executive Director.

Requests for approval of work to be subcontracted shall include a clear description of the work to be performed, capabilities of the subcontractor to perform such work, breakdown of costs and man hours, method of payment and maximum amount to be paid. Any subcontract which exceeds \$50,000 in cost shall contain all the contractual provisions which are contained in contracts for prime consultants, including insurance certificates and pre-award audit data. For subcontracts whose costs are between \$25,000 and \$50,000, the Department may, at its discretion, require that the aforementioned provisions be included. The aforementioned provisions are not required for subcontracts that are less than \$25,000 in costs.

## 20. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest, shall comply with the regulations of the United States Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, CFR, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

The Consultant shall comply with all provisions of the "Required Contract Provision for Equal Opportunity, the Special Provision for Specific Equal Opportunity Responsibilities" and the "Disadvantaged Business Enterprise Provision" which are included herein and made a part of this Contract.

## 21. NOTICE

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when given in person to either party or deposited in the U.S. mail, postage prepaid and addressed as indicated in the SPECIAL PROVISIONS.

## 22. INSURANCE

The Consultant shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Contract in the event of loss or destruction until all data is turned over to the Department.

The Consultant shall submit copies of the insurance policies as well as any applicable certificates to the Department for subsequent filing with the Department Secretary. The Department shall not be obligated to make any payment to the Consultant for services performed under the provisions of this contract before receipt of evidence of insurance coverage.

The Consultant shall also carry Professional Services Liability Insurance for errors and omissions, in an amount stated in the SPECIAL PROVISIONS, if such insurance is applicable to this contract. This insurance shall be obtained by the Consultant and shall remain in force from the date when the Consultant affixes its Registered Professional Engineer's stamp to the Contract documents to the date when all construction work designed under this Contract is completed, unless this Contract is terminated as herein provided, or until it is determined by the Engineer that construction has advanced to the stage where errors in design cannot further affect said construction. This policy shall indemnify and save harmless the Commonwealth, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from errors and omissions in the work performed by the Consultant after the starting date of and under the terms of this Contract. A certificate showing that it is carrying this insurance shall be submitted to the Department for subsequent filing with the Department Secretary.

No cancellation of such insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the Department at least twenty (20) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by certified mail, postage prepaid, with a return receipt of addressee requested, shall be sufficient notice. An affidavit from any officer, agent or employee, duly authorized by the insured, shall be prima facie evidence that the notice was sent.

This section shall apply to the legal representative, trustee in bankruptcy, receiver, assignee, trustee and the successor in interest of such Consultant. The aforesaid insurance shall be taken out and maintained by the Consultant.

Failure to provide and continue in force any insurance as described in this section shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

## **23. INDEMNIFICATION OF COMMONWEALTH/CONSULTANT LIABILITY**

The Consultant shall be liable for all damage caused by errors or omissions in its work or in the work of its subcontractors, agents, or employees performed under this agreement. The Consultant expressly agrees that its subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant, the EOT, or the Department beyond such as may legally exist irrespective of this Article or Agreement.

## **24. AMENDMENT**

If, during the term of the contract, the Department revises the limits of the project or makes other substantial changes in the scope or character of the work so as to thereby increase the work to be performed by the Consultant, such increased work shall result in an additional fee to be paid to the Consultant in accordance with ARTICLE II, provided that a written agreement concerning such increased work and additional fee has been made by all parties concerned prior to the performance of such increased work. In the event that no such written agreement has been executed prior to the performance of such increased work, the Consultant shall not be entitled to any additional fee. On projects being reimbursed with federal funds, approval of said written agreement by the FHWA shall be required prior to the performance of such increased work.

## **25. NEGOTIATION SUBSEQUENT TO CONTRACT EXECUTION: Not applicable**

## 26. OWNERSHIP OF DATA

All materials prepared by the Consultant for the purpose of performing the services set forth in this contract shall be owned by the Department. During the performance of the Contract, such material shall be maintained by the Consultant; the EOT and the Department will have full access to such materials with copies available to the EOT and/or the Department upon request.

## 27. COPYRIGHT

The Consultant shall be free to copyright material developed under the contract with the provisions that the Department, the EOT and the FHWA reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

## ATTACHMENT I STANDARD PROVISIONS

### ARTICLE II: COMPENSATION OF CONSULTANT

#### 1. GENERAL FEE

The Consultant shall insure that the compensation provisions and the "Contract Cost Principles and Procedures" set forth in the Federal Acquisition Regulation 31 (Technical Reference 48 CFR Chapter 1 Part 31) which document is incorporated herein and made a part hereof by reference are adhered to and are referenced in all contracts with subconsultants and subcontractors.

The Commonwealth hereby agrees to pay and the Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the EOT and the Department a fee established in accordance with one of the following two payment methods:

**PAYMENT METHOD 1 LUMP SUM:** Not applicable, unless specified in the SPECIAL PROVISIONS.

**PAYMENT METHOD 2 COSTS or COSTS PLUS A NET FEE:** Actual Maximum Payment Amount is specified in the SPECIAL PROVISIONS.

**The Federal Program Description for these funds is Highway Planning and Research, and the Catalog of Federal Domestic Assistance number (CFDA#) is 20-205.**

For all services to be performed under the General Fee, the Consultant shall be paid an amount equal to the sum of the following items a, b, c, and d:

- a) Actual direct salary costs paid professional employees by the Consultant for the time such employees are directly utilized on work necessary to fulfill the provisions of the Contract. Actual direct salary costs shall consist of payroll costs at straight time for professional employees, excluding all principals or administrative officers such as owners, partners, stockholders owning more than one percent of the common stock outstanding, or other major supervisory personnel, for the time such employees are directly utilized on the work covered by this Contract. If it is the usual practice for salaried principals or administrative officers of small firms to perform planning, research or technical work, permission may be granted by the Executive Director to compensate them for the time when they are actually engaged in this work, but only at a rate of pay commensurate with the type of work performed. Permission may also be given by the Executive Director for certain principals or administrative officers of large firms to be paid for professional work performed by them at a rate of pay commensurate with the type of work performed, but only under unusual conditions for specific periods of time. Written approval shall be required from the Executive Director prior to the use of said principals or officers by both large and small firms.

Payment of any said principals or officers for administrative duties at the usual rate of pay for these positions will not be allowed, it being considered that their salaries are included under overhead.

Salary rates and increases thereof paid to professional employees assigned to this project shall be commensurate with salaries paid and increases thereof made to other employees of the Consultant engaged in similar work. Any increases in salary shall be the result of company wide evaluation of all professional employees. Such evaluation shall be in accordance with company wide

personnel regulations and established policies.

The Executive Director shall have the right to exercise the power of review and approval of salaries and increases thereof for a period of thirty days following receipt of the Consultant's written notice of such rates and/or increases. This notice must be submitted prior to the date when such rates become effective.

Unless the Executive Director notifies the Consultant in writing during the thirty-day period that such salary rate or increase thereof is in his opinion, unreasonable, such lack of notice shall constitute approval of the rate or increase from the proposed effective date. All salary changes from those submitted on the previous invoice shall be specifically noted by the Consultant on his next invoice giving the date of the letter requesting such increase. Changes in salary rates made prior to the date of this letter will not be approved for payment. Any such salary increase shall not be considered as justification for an increase in the maximum payment for direct salary costs shown under Maximum Payment Amounts herein before.

No premium payment shall be made for overtime work unless previously approved by the Executive Director. It is the current policy of the Department to limit the hourly rate for professional employees to \$51.00 per hour. Permission for higher rates per hour may be granted in special situations with the written approval of the Executive Director.

- b) Applicable indirect costs incurred during the period of this contract, to the extent that such indirect costs are allowable under the "Contract Cost Principles and Procedures" set forth in the Federal Acquisition Regulation 31 (Technical Reference 48 CFR Chapter 1 Part 31) which document is incorporated herein and made a part hereof by reference.

For purposes of partial payments a provisional indirect cost additive rate, expressed as a percent of actual direct salary costs, will be specified in the SPECIAL PROVISIONS.

The amount to be allowed for indirect costs shall be the actual audited amounts of such costs incurred by the Consultant, provided, however, that the total allowance for such costs shall in no event exceed an amount which is obtained by multiplying the actual direct salary costs paid under "a" above by the indirect costs additive percentage rate as set forth in the SPECIAL PROVISIONS, but limited to a maximum of 155% percent. Said limit on allowable indirect costs shall apply notwithstanding any audit which indicates that higher indirect costs were actually incurred unless otherwise specified in the SPECIAL PROVISIONS.

- c) A net fee, if applicable, as shown in the SPECIAL PROVISIONS to cover consultant's profit, miscellaneous expenses, and other factors that may be considered under the applicable regulations and that are not paid for otherwise.
- d) Reimbursement for direct expenses to the extent that they are allowable under the provisions of the Federal Acquisition Regulation referred to above and meet the requirements set forth below.

Reimbursable direct expenses shall include, but not be limited to, costs covering work performed by other parties such as borings, laboratory tests, field survey, special electronic computer programming, services of other professionals or specialists, special printing and reproductions and certain telephone and travel expense as further set forth below and normally not included in overhead expense.

The Consultant Shall adhere to the applicable provisions of 48 CFR, Chapter 1, Part 31 and 49 CFR, Part 18.00, particularly Section 18.32, with respect to nonexpendable property. All such



All direct costs not reimbursable under this Article, and not allowable upon audit of the Consultant's records as an overhead item, shall be included in the net fee, if applicable, for profit and unallocated costs.

All costs as described in the foregoing paragraphs are to be determined by actual records kept by the Consultant in accordance with the provision of this contract and are subject to final audit by the Department, Massachusetts Executive Office of Transportation and/or the FHWA. The total partial payments made shall be adjusted to conform to determinations made in such final audit in accordance with the above provisions of this Article. At their discretion, the Department, Massachusetts Executive Office of Transportation and/or the federal government may undertake interim audits at any time during the term of the Contract.

In no event shall the maximum amount to be paid under this Contract exceed the amount as shown on Page 1 of the STANDARD CONTRACT notwithstanding final audit results, except by agreement of all parties, and with the concurrence of the U.S. Department of Transportation, Federal Highway Administration in the case of federal-aid projects.

The maximum amount may be adjusted when the Consultant establishes, and the EOT, the Department and the FHWA are in agreement, that there has been or is to be a significant change in

a) the scope, complexity, or character of the services to be performed;

b) conditions under which the work is required to be performed; and

c) the duration of work, if the change from the time period specified in the agreement for completion of the work warrants such adjustment.

Upon adjustment of the maximum amount, an appropriate adjustment in the predetermined net fee shall be considered.

## **2. PAYMENT FOR WORK DURING CONSTRUCTION** Not applicable

## **3. ADDITIONAL FEES IN EXCESS OF GENERAL FEE**

If the Consultant performs services for revisions of plans as described in ARTICLE I, Section 15 or other services for which an additional fee is provided, he shall be paid an amount based on one of the following methods:

**PAYMENT METHOD 1 - LUMP SUM:** Not applicable unless specified in the SPECIAL PROVISIONS.

**PAYMENT METHOD 2 - COSTS or COSTS PLUS A NET FEE:** See Article II Section 1. GENERAL FEE.

## **4. PAYMENT FOR TERMINATION OF WORK**

In the event the Department sees fit to notify the Consultant to abandon, limit or defer the work under this Contract, or any part thereof, the Consultant shall be paid for any uncompensated work satisfactorily

nonexpendable property shall become the property of the Department and shall be transferred unto its care and custody at the Department's direction.

Prior written approval shall be obtained by the Consultant from the Executive Director before these direct expenses are incurred. Reimbursable direct expenses are included under the Maximum Payment Amount.

All requests for reimbursement of such direct expenses shall be submitted in writing to the Director, together with estimates of the cost for each type of expense and the reasons for such expenses.

All billing of direct expenses shall be itemized by date, name of person incurring such expenses, location of travel or communication points, and shall include all other data relevant to a verification of the expenses together with a copy of the Executive Director's letter (when required) authorizing such expenditure.

Telephone charges shall not be considered as a direct expense except for toll charges specifically approved by the Executive Director.

When applicable, no direct charges for computer time or computer aided drafting and design costs will be eligible for reimbursement.

Travel Expenses when authorized under the SPECIAL PROVISIONS of this Contract shall be measured from the Massachusetts office of the Consultant, or the residence of the Consultant's employee traveling to a project-related destination point, whichever is the lesser distance, unless otherwise expressly authorized by the Director in writing. No travel expense will be paid unless provided for in the SPECIAL PROVISIONS or as may be previously approved in writing by the Executive Director. Travel shall be made by the least expensive reasonable means. First class air-fare, deluxe accommodations and unreasonable meal costs will not be approved. The use of rented automobiles will be reimbursed only at the same mileage rate as approved for personal or firm-owned vehicles. The cost of meals related to trips made in the course of a normal work-day will not be reimbursed. Travel and certain other necessary expenses for attendance at public meetings and hearings, as designated by the Executive Director, may be reimbursed subject to written approval of the Executive Director.

Since it is agreed that the work under this contract shall be performed in an adequately staffed office of the Consultant located within the Commonwealth of Massachusetts, costs incurred by the Consultant for telephone calls and travel to or from his out-of-state offices, shall not be reimbursed. Travel and subsistence shall not be paid for employees from any out-of-state office to work in Massachusetts except for certain specialists when expressly approved by the Executive Director in writing.

Printing of plans and copying of data as required for reviews and normal submissions shall not be reimbursed as direct expense, notwithstanding the fact that the Consultant may not own printing or copying equipment. Payment for special printing of reports and preparation of matter to distribute at public meetings, hearings and similar occasions may, with the approval of the Executive Director, be reimbursed.

Expenses for administrative personnel performing administrative work will not be reimbursed.

No markup shall be allowed on direct expenses.

performed prior to date of said notice in one or more of the following methods, as shall be determined by the Director:

- a) Lump sum amount: Not applicable unless specified in the SPECIAL PROVISIONS.
- b) By costs plus a net fee as stated in ARTICLE II, Section 1, Payment Method 2. Such net fee, if applicable, shall be in proportion to the amount of work performed.
- c) By payment of work completed as applied to costs of each unit of work, if applicable.

If the work to be performed under this Contract is terminated due to bankruptcy proceedings, or for any other cause due to action or inaction by the Consultant, the Consultant shall be paid for any uncompensated work satisfactorily performed prior to said termination as so stated above, minus the percentage of all previous partial payments, if any, which were retained, as part security for fulfillment of this Contract. This amount will be forfeited by the Consultant to the Department to compensate for damages suffered by the Department due to the Consultant's failure to complete the Contract.

## 5. PAYMENTS

Partial payments against the General Fee shall be due and paid monthly upon approval by the Executive Director of the Consultant's invoice for all services performed to the end of the preceding month.

No compensation will be paid for services that are rendered prior to the date of the Notice to Proceed or beyond the duration specified in the contract, as amended.

Partial payments against the General Fee shall be for the value of all services performed as shown on invoices submitted by the Consultant and approved by the Executive Director. Invoices must be accompanied by actual or certified copies of time records of the consultant's employees and receipted bills from other firms for work authorized and performed under the provisions of this Contract. Invoices and all supporting documentation shall be submitted in quintuplicate: an original and four legible copies.

Partial payments shall be based on actual salaries paid monthly as specified under ARTICLE II Section 1, Method 2 paragraph (a); plus costs as specified under paragraph (b); plus the proportionate share of the net fee, if applicable, as specified under paragraph (c), which represents the percentage of work completed to date covered by the monthly invoices; plus reimbursement for authorized direct expenses based on receipted bills as provided under paragraph (d).

The EOT and/or the Department reserves the right to defer any partial payments when the ratio of the total salary costs billed (exclusive of direct costs) to the total salary costs as shown in the original proposal is greater than the ratio of the work completed to the total work to be performed under the contract provisions.

Payments on account of additional fees for revisions or for other services as specified in ARTICLE II Section 3 shall be due and payable upon approval by the Executive Director of the Consultant's invoices for such services performed to the end of the preceding month accompanied by actual or certified copies of paid invoices and/or payrolls for the same, if required under the method of payment used.

Payments in reimbursement to the Consultant for direct costs and expenses incurred by him or any of his sub-consultants shall be due and payable upon submission and approval by the Executive Director of the Consultant's invoice accompanied by actual or certified copies of paid invoices and/or payrolls for the

same. No premium payments shall be made for overtime work unless previously approved by the Executive Director.

Periodic invoices shall, in addition to current charges, incorporate all previous charges, either paid or unpaid, for services performed under the contract through the date of each such invoice. Periodic invoices shall also segregate and accumulate, for Payments Method 2, total salary costs and indirect cost billed by the Consultant, and subconsultants if applicable, fiscal year end.

All invoices and time records shall contain a statement that the Consultant certifies, under the pains and penalties of perjury, that all work for which payment is requested has been performed and that such performance is in full compliance with the provisions of the Contract.

## 6. RETAINAGE

The EOT and/or the Department reserve the right to retain a percentage of all amounts due for partial payments made against work performed under this Contract, except for amounts due for actual reimbursable direct costs, as part security for the fulfillment of this Contract by the Consultant. If this right is exercised, it shall be further described in the SPECIAL PROVISIONS.

## 7. RECORDKEEPING, AUDIT, AND INSPECTION OF RECORDS

All costs and expenses as described in the foregoing paragraphs are to be determined by actual records kept by the Contractor in accordance with the provisions of this Contract and are subject to final audit by the Executive Office of Transportation and/or Department (or its designee) and the FHWA. The total of all partial payments made hereunder shall be adjusted to conform to determinations made in such audit(s). Payments as made to the Contractor shall be subject to adjustments on the basis of final audit by the Executive Office of Transportation and/or Department. At their discretion, the Department and the FHWA may undertake interim audits and make retroactive Interim payment adjustments as a result of any such audits at any time during the term of this Contract.

The Contractor is obligated to maintain in an acceptable form books, records, and other compilations of data pertaining to the performance of the provisions and requirements of this Contract to the extent and in such detail as shall properly substantiate claims for payment under this Contract, including complete employee time and payroll records, as well as documents, papers, and other evidence pertaining to billings to the Executive Office of Transportation and/or Department under this Contract; and shall also maintain records supporting the original cost proposal on this Contract. The Contractor shall make such materials available at its office at reasonable times during the term of this Contract and thereafter for inspection by the various agencies and entities identified in this Section; and copies of such materials shall be furnished upon request of the Executive Office of Transportation and/or Department or its designee or the FHWA.

The Contractor shall comply with any programmatic or fiscal reporting requirements identified in this Contract, including format, contents, detail and submission requirements. The Contractor's failure to timely submit required reports may be considered a material breach of this Contract and may subject the Contractor to delayed or reduced payments without penalty to the Executive Office of Transportation and/or Department.

All such records and reports, noted above, shall be kept for a minimum period of seven (7) years or until the resolution of any litigation, claim, negotiation, audit or other action involving the records which arise at any time during the retention period. All document retention periods shall begin on the first day after final payment under this Contract. If any litigation, claim negotiation, audit or other action involving the records has been started before the expiration of the applicable retention period, all records shall be

retained until completion of the action and resolution of all issues resulting there from, or until the end of the applicable retention period whichever is later.

Pursuant to Executive Order No. 195, or as amended, the Executive Office of Transportation and/or Department, the Governor of the Commonwealth of Massachusetts or his/her designee, the Secretary of Administration and Finance, the State Auditor, or their duly authorized designees, shall have access, at reasonable times and upon reasonable notice to examine the books, records, reports, and other compilation of data of the Contractor noted above which pertain to the performance of the provisions and requirements of this Contract. Such access shall include on-site audits, review, and photocopying of such records, reports or other data, at a reasonable expense.

**ATTACHMENT J  
SPECIAL PROVISIONS**

**MASSACHUSETTS HIGHWAY DEPARTMENT  
OFFICE OF TRANSPORTATION PLANNING**

**Fenway, Kenmore & Longwood Priority Projects Design**

Contract # \_\_\_\_\_

Contract period: July 1, 2009 through: June 30, 2012

These SPECIAL PROVISIONS shall be made part of this contract with the expressed understanding that in the event of conflict, the SPECIAL PROVISIONS shall prevail over the STANDARD PROVISIONS, Bureau of Transportation Planning and Development version. In the event of conflicts between any parts of this contract and the COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT (STANDARD CONTRACT), the provisions contained in the STANDARD CONTRACT shall prevail.

During the performance of this contract, the CONSULTANT shall comply with the terms and conditions contained in the STANDARD CONTRACT and ARTICLES I and II of the STANDARD PROVISIONS included in ATTACHMENT I of this contract, except as said STANDARD CONTRACT and STANDARD PROVISIONS are expressly amended or supplemented as follows below.

The numbering of amendments in these SPECIAL PROVISIONS corresponds to that of the preceding STANDARD PROVISIONS. Skipping a number in the SPECIAL PROVISIONS indicates only that there is no change to the corresponding number in the STANDARD PROVISIONS.

**ARTICLE I - GENERAL PROVISIONS**

**2. TIME SCHEDULE:**

Amend to include the following:

All work shall be performed by the Consultant in accordance with the time schedule as shown in Project Schedule of Project Deliverables in Attachment A. Allotment of time for each task shall not be changed without the prior approval of the Executive Director.

**3. TERMINATION**

Add the following:

This contract shall commence on the date indicated in the written Notice to Proceed from the Department and shall remain in effect until June 30, 2012, subject to satisfactory completion of the work tasks in accordance with the Project Schedule.

## 12. REPORTS OF MEETINGS

Add the following:

Meeting reports shall be submitted to the Executive Director no later than one calendar week from the date of each scheduled meeting. These reports shall include a list of attendees at the meeting, a brief narrative concerning the meeting's agenda, and a description of any decisions, resolutions or anticipated follow-up to the discussion.

## 19. SUBCONTRACTING

Delete the following paragraph in its entirety:

The Consultant shall perform with its own organization not less than fifty (50) percent of the contract fee, except that any items designated in the contract as "Specialty Items" may be performed by subcontract.

## 21. NOTICE

Amend to read as follows:

Unless otherwise specified, any notice here under shall be in writing and deemed delivered when given in person or deposited in the U.S. mail, postage prepaid and addressed as follows:

**To Department:** David Mohler, Deputy Secretary for Planning  
Office of Transportation Planning  
10 Park Plaza, Room 4150  
Boston, MA 02116

**To Contractor:** Mr. Thomas Tinlin, Commissioner  
Boston Transportation Department  
City of Boston  
One City Hall, Room 721  
Boston, Massachusetts 02201

## 22. INSURANCE

Delete Section 22 in its entirety and substitute the following:

All Sub-Consultants shall carry insurance in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Contract in the event of loss or destruction until all data is turned over to the Department.

All Sub-Consultants shall submit copies of the insurance policies as well as any applicable certificates to the Department for subsequent filing with the Department Secretary. The Department shall not be obligated to make any payment to the Sub-Consultant for services performed under the provisions of this contract before receipt of evidence of insurance coverage.

**ARTICLE J  
SPECIAL PROVISIONS**

**ARTICLE II - COMPENSATION OF CONSULTANT**

**1. GENERAL FEE**

Add the following:

The Department hereby agrees to pay and the Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the Department a maximum fee of \$1,500,000.00

For all services to be performed under this contract, the Consultant shall be compensated in accordance with payment METHOD 2 - COSTS PLUS A NET FEE.

***Subsection (a)***

Amend to include the following:

For billing purposes, the consultant shall charge his costs to applicable activity code numbers and cost codes on the Department's standard invoice. The codes shall be furnished to the Consultant by the Department at the appropriate time. Invoices shall be submitted in quintuplicate. (see *Subsection (d)* below).

All costs and charges of the Consultant under this contract must be billed to and associated with a task as listed in Attachment B. The maximum labor cost that shall be billed to each task is equal to the amount referenced for that task in Attachment B. Labor costs in excess of these limits shall be considered unallocated costs. Any deviation from the task structure (financial or otherwise) of the budget in Attachment B must have prior written approval of the Executive Director.

Time sheets shall be submitted for each employee engaged in the performance of this contract, except those included in overhead costs. The time sheets shall be signed by the individual employee and certified as correct by an authorized individual.

***Subsection (b)***

Amend to include the following:

It is expressly understood that the maximum payment amounts established in Attachment B for overhead costs have been calculated on the basis of an overhead rate of 155% as provided under the Standard Provisions.

The Department reserves the right to defer any partial payment until such time as disputes are resolved concerning products or the percent of work completed for each task, as required in Attachment A.

***Subsection (c)***



Amend to include the following:

A net fee not to exceed 10 % of the sum of the consultant's actual direct salary costs plus overhead charges. Shall be paid to the Consultant to cover Consultant's profit, miscellaneous expenses, and other factors that may be considered under the applicable regulations and that are not paid for otherwise.

**Subsection (d)**

Amend to include the following:

Direct costs incurred shall be itemized on a summary sheet attached to a monthly invoice and the Department shall reserve the right to question and/or disapprove any item which is unreasonable or which has not received prior written approval.

Direct costs as attached to this contract shall be eligible for reimbursement, provided such costs are not included in overhead expenses. Any such individual costs in excess of \$1000 shall require prior written approval of the Executive Director.

Travel expenses for meetings shall not exceed the limitation of \$0.40/mile for private mileage; necessary tolls and parking fees will be considered reimbursed under said mileage limits. Travel expense limitations may be increased upon written notification to the Consultant by the Department.

When applicable, no direct charges for computer time or computer aided drafting and design costs will be eligible for reimbursement.

By agreement, along with the approval of the Consultant's request for waiver of the requirement to maintain an office within the confines of the Commonwealth of Massachusetts, the Department will not be billed for travel time for professional employees of the Consultant.

**3. ADDITIONAL FEES IN EXCESS OF GENERAL FEE: Not Applicable.**

**4. PAYMENTS**

Add the following:

Partial payment against the General Fee shall be in accordance with PAYMENT METHOD 2 - COSTS PLUS A NET FEE.

All invoices shall be submitted no later than thirty (30) days following the month in which the services were performed and shall include a monthly summary sheet, in a format prescribed by the Department, showing the number of hours per day and total hours for each individual.

The Consultant shall furnish progress reports for each monthly pay period of its work. The progress report shall accompany the invoice for that period. All work products are subject to the

approval of the Executive Director before payment is made. The progress report shall be prepared with a title page indicating the contractor name, the contract number, the report time period, and shall include the following:

- a) Brief narrative describing the work accomplished by task.
- b) Key personnel attendance at meeting(s) held for each week.
- c) Objectives/planned activities for the next month.
- d) Percent of work completed by task.
- e) Some measure of actual resources (hours, funds, etc.) charged to the contract over the past month.
- f) Comparison of actual cumulative resources expended compared to the contract budget.

## 6. RETAINAGE

Amend to include the following:

A retainage rate of 0% shall apply to this contract. Final payment will be made within 60 days, unless Consultant is notified that the final products are not acceptable.

## APPENDIX D

### FIGURE 1



Figure 1

## APPENDIX E

### CRITERIA RATING DESCRIPTION

## **CRITERIA RATING DESCRIPTION**

## Criteria Rating Description

Responses will be evaluated using ratings that determine the responsiveness of the proposal and the ability of the respondent to perform the work. The respondents that meet all minimum threshold requirements will be evaluated. To each of the evaluation criterion, a rating of highly advantageous, advantageous, or not advantageous will be assigned. These ratings will be used to assign a composite rating to each proposal evaluated. The following is a description of the ratings for each category of criteria:

### 1. Qualifications and Experience

- a. Experience, qualifications, and level of commitment of the respondent in providing assistance in preparing neighborhood transportation plans, as evidenced by examples of work explaining complex planning and design issues.
- b. Experience in developing transportation infrastructure in relation to neighborhood quality of life issues.
- c. Experience in design of roadway, intersection, and pedestrian projects, as well as development of overall parking and traffic management plans.
- d. Experience working with public sector clients in an intensive and extensive public participation process.
- e. Experience providing graphics support in a timely and cost-effective manner.

**HIGHLY ADVANTAGEOUS** when it has been determined that the respondent has demonstrated: a) extensive directly relevant experience, knowledge and qualifications related to transportation planning, b) extensive experience in roadway, intersection and pedestrian design, b) significant experience providing graphics support in a timely and cost-effective manner.

**ADVANTAGEOUS** when it has been determined that the respondent has demonstrated: a) directly relevant experience, knowledge and qualifications related to transportation planning, b) experience in roadway, intersection and pedestrian design, c) experience providing graphics support in a timely and cost-effective manner.

**NON-ADVANTAGEOUS** when it has been determined that the respondent has demonstrated: a) little directly relevant experience, knowledge and qualifications related to transportation planning, b) little experience in roadway, intersection and pedestrian design, c) little experience providing graphics support in a timely and cost-effective manner.

**UNACCEPTABLE** when it has been determined that the respondent has demonstrated: a) minimal directly relevant experience, knowledge and qualifications related to transportation planning, b) minimal experience in roadway, intersection and pedestrian design, c) minimal experience providing graphics support in a timely and cost-effective manner.

## **2. Response to the Scope of Work**

- a. The respondent's extensive and thorough understanding of the scope of services, as demonstrated by the respondent's approach to this RFP.
- b. Quality and organization of the work plan.
- c. Incorporation of additional and innovative work items that will facilitate the planning process.

**HIGHLY ADVANTAGEOUS** when it has been determined that the respondent has: a) demonstrated an extensive and thorough understanding of the scope of work and presents a well conceived and organized work plan; b) recommended and incorporated well-conceived additional and innovative work items which are ancillary/supplemental to the planning process.

**ADVANTAGEOUS** when it has been determined that the respondent has: a) demonstrated an understanding of the scope of work and presents a well conceived and organized work plan; b) recommended and incorporated additional work items which are ancillary/supplemental to the planning process.

**NON-ADVANTAGEOUS** when it has been determined that the respondent has: a) demonstrated an incomplete understanding of the scope of work and presents an incomplete work plan; b) recommended and incorporated inappropriate additional work items which are ancillary/supplemental to the planning process.

**UNACCEPTABLE** when it has been determined that the respondent has: a) not demonstrated an understanding of the scope of work and presents an incompatible work plan; b) not recommended and incorporated additional work items which are ancillary/supplemental to the planning process.

## **3. Communication Skills, Group Process and Consensus Building**

- a. Quality of written proposals and any oral presentations.
- b. Ability to develop and present graphics and design concepts.

**HIGHLY ADVANTAGEOUS** when it has been determined that the respondent has: a) high quality written proposal and oral presentations; b) significant experience with developing and presenting graphics and other technical design details to a lay audience.

**ADVANTAGEOUS** when it has been determined that the respondent has: a) quality written proposal and any presentations; b) experience with developing and presenting graphics and other technical design details to a lay audience.

**NON-ADVANTAGEOUS** when it has been determined that the respondent has: a) substandard written proposals and oral presentations; b) limited experience with developing and presenting graphics and other technical design details to a lay audience.



UNACCEPTABLE when it has been determined that the respondent has a) poor written proposals and oral presentations; b) little or no experience with developing and presenting graphics and other technical design details to a lay audience.

#### 4. Consultant Team

- a. Experience and qualifications of the person to be assigned as project manager for the work.
- b. Experience and qualifications of other key personnel of the respondent and other individuals and any proposed team members who will be performing work.
- c. Extensive involvement of firm principles in similar projects.
- d. Familiarity and experience in working on projects in the city of Boston, including direct experience in permitting and design.
- e. Whether the consultant team includes Boston residents, MBEs and/or WBEs.

##### *a. Project Manager Qualifications*

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has assigned a highly qualified project manager and other key personnel to this project.

ADVANTAGEOUS when it has been determined that the respondent has assigned a qualified project manager and other key personnel to this project.

NON-ADVANTAGEOUS when it has been determined that the respondent has assigned an unqualified project manager and other key personnel to this project.

##### *b. Experience of Project Team Members*

HIGHLY ADVANTAGEOUS when it has been determined that the respondent shows significant experience of project team members with relevant projects.

ADVANTAGEOUS when it has been determined that the respondent shows experience of project team members with relevant projects.

NON-ADVANTAGEOUS when it has been determined that the respondent shows little or no experience of project team members with relevant projects.

##### *c. Involvement of Firm Principals*

HIGHLY ADVANTAGEOUS when it has been determined that the respondent shows extensive hands-on involvement in the past of firm principals with similar projects.

ADVANTAGEOUS when it has been determined that the respondent shows hands-on involvement in the past of firm principals with similar projects.

NON-ADVANTAGEOUS when it has been determined that the respondent shows little or no hands-on involvement in the past of firm principals with similar projects.

*d. Experience in Boston*

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has extensive familiarity and experience in working on projects in the city of Boston, including direct experience in permitting and design..

ADVANTAGEOUS when it has been determined that the respondent has some familiarity and experience in working on projects in the city of Boston, including limited experience in permitting and design.

NON-ADVANTAGEOUS when it has been determined that the respondent has minimal familiarity and experience in working on projects in the city of Boston, including direct experience in permitting and design.

*e. Consultant Team Composition*

HIGHLY ADVANTAGEOUS when it has been determined that the respondent's consultant team includes Boston residents, MBEs, and WBEs.

ADVANTAGEOUS when it has been determined that the respondent's consultant team includes Boston residents, MBEs, or WBEs.

NON-ADVANTAGEOUS when it has been determined that the respondent's consultant team does not include Boston residents, MBEs, or WBEs.

**5. Allocation of Resources and Schedule**

- a. The respondent's allocation of resources to priority work items.
- b. Realistic and detailed schedule including public meetings.

HIGHLY ADVANTAGEOUS when it has been determined that the proposal: a) allocates significant resources to priority work items; and b) contains a highly realistic and detailed work schedule to complete the tasks described in the scope of services, including public meetings.

ADVANTAGEOUS when it has been determined that the proposal: a) allocates sufficient resources to priority work items; and b) contains an adequate work schedule to complete the tasks described in the scope of services, including public meetings.

NON-ADVANTAGEOUS when it has been determined that the proposal: a) allocates insufficient resources to priority work items; and b) does not contain a realistic and detailed work schedule and does not include a proposed schedule for public meetings.

UNACCEPTABLE when it has been determined that the proposal: a) allocates inappropriate resources to priority work items; and b) contains an unrealistic and detailed work schedule and does not include a proposed schedule for public meetings.

**APPENDIX F:**

**VENDOR INFORMATION FORM**



## CITY OF BOSTON VENDOR INFORMATION FORM--INSTRUCTIONS

### Description

The Vendor Information Form was created to capture the information required in the PeopleSoft vendor panels. The form, along with a W-9, will capture the information necessary to add a vendor to the PeopleSoft vendor file.

### Business Process

1. The Vendor Information Form and W-9 must be completed by all vendors who supply goods or services to the City of Boston.
2. The form will be distributed to vendors by the following departments:
  - City Departments (for service POs, Non-Orders, and contracts)
  - City Auditing Department
  - BPS Business Office
  - City and BPS Purchasing
  - BPS Food Services
  - BPS Facilities Management (to initiate ordering only)
3. *For City service POs, Non-Orders, and contracts, the completed form must be sent to Auditing for addition to PeopleSoft. An on-line PO or contract for services cannot be created by the department until Auditing has added the vendor to PeopleSoft.*
4. The other departments listed above (and several others, including the Treasury Department) will have authority to add vendors to PeopleSoft.
5. The form does not need to be completed by "vendors" that do not supply goods or services (recipients of garnishment payments, employee reimbursements, veteran's stipends, various refunds). These "vendors" will be added to the vendor file with minimal information (name, address, and in some cases, social security number).
6. The City Auditing Department will monitor the vendor file on a daily basis to ensure vendors are being added properly.
7. City Departments will be able to view limited vendor information, including name, address, and location.

### Form Availability

The Vendor Information Form will be available in the Public Folders in Microsoft Outlook. A Microsoft Word version and printed copies of the form will also be made available to the BPS Business Office.



# City of Boston Vendor Information Form

Check which apply:  
Supplier of: ☐ Goods ☐ Services  
☐ City of Boston Employee

Vendor Name: \_\_\_\_\_

## LOCATION INFORMATION INSTRUCTIONS

- For each company location, check the functions that apply. Each location can have from one to three functions as described below:
  - Check Ordering if goods/services are ordered from this location.
  - Check Invoicing if invoices are sent from this location.
  - Check Remitting if payments are received at this location.
- For each Location, identify up to two contacts. Identify a Type (A/R, A/P, Management, etc.) for each contact.
- Attach a separate page or an additional form if you have more than two locations or more than two contacts per location.

Location #1: ☒ which apply ☐ Ordering ☐ Invoicing ☐ Remitting

Name (if different than Vendor Name above): \_\_\_\_\_

Address : \_\_\_\_\_

Address 2: \_\_\_\_\_

Address 3: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Enter the contact(s) for Location #1:

Name1: \_\_\_\_\_ Type: \_\_\_\_\_

Title: \_\_\_\_\_

Main: (\_\_\_\_) \_\_\_\_\_ Extension: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Name2: \_\_\_\_\_ Type: \_\_\_\_\_

Title: \_\_\_\_\_

Main: (\_\_\_\_) \_\_\_\_\_ Extension: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Location #2: ☒ which apply ☐ Ordering ☐ Invoicing ☐ Remitting

Name (if different than Vendor Name above): \_\_\_\_\_

Address : \_\_\_\_\_

Address 2: \_\_\_\_\_

Address 3: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Enter the contact(s) for Location #2:

Name1: \_\_\_\_\_ Type: \_\_\_\_\_

Title: \_\_\_\_\_

Main: (\_\_\_\_) \_\_\_\_\_ Extension: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Name2: \_\_\_\_\_ Type: \_\_\_\_\_

Title: \_\_\_\_\_

Main: (\_\_\_\_) \_\_\_\_\_ Extension: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

### Vendor Tax Information

Check one: Federal Identification # ☐ or SSN # ☐

Number: \_\_\_\_\_

### Tax Reporting Information

Name (if different than Vendor Name above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### Type of Business (check all that apply)

☐ Minority Business Enterprise (MBE)

☐ Women Business Enterprise (WBE)

☐ Non-Profit

If you checked Minority and/or Women Enterprise above, indicate your certifications below.

☐ State Office of Minority Women Business Agent (SOMWBA)

☐ City of Boston MWBE certification

☐ Other \_\_\_\_\_

### Vendor Internet Address

#### Description

Homepage

Email

### City of Boston Use Only:

Vendor ID: \_\_\_\_\_

Date Approved: \_\_\_\_/\_\_\_\_/\_\_\_\_

Entered By: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do NOT  
send to the IRS.

Please print or type

Name (If a joint account or you changed your name, see Specific Instructions on page 2.)

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How To Get a TIN* on page 2.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

OR

Employer identification number

**Part II** For Payees Exempt From Backup Withholding (See the instructions on page 2.)

## Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign  
Here Signature ▶

Date ▶

**Purpose of Form.**—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are an exempt payee.

**Note:** If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**What Is Backup Withholding?**—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. The IRS tells the requester that you furnished an incorrect TIN, or

3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure To Furnish TIN.**—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil Penalty for False Information With Respect to Withholding.**—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal Penalty for Falsifying Information.**—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.**—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.**—If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole Proprietor.**—You must enter your individual name as shown on your social security card. You may enter your business, trade, or "doing business as" name on the business name line.

**Other Entities.**—Enter the business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

### Part I—Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How To Get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How To Get a TIN.**—If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5 from your local Social Security Administration office. Get Form W-7 to apply for an ITIN or Form SS-4 to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding.

**Note:** Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

### Part II—For Payees Exempt From Backup Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate instructions for the Requester of Form W-9.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, and sign and date the form.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester a completed Form W-8, Certificate of Foreign Status.

### Part III—Certification

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

**1. Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts Considered Active During 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, Dividend, Broker, and Barter Exchange Accounts Opened After 1983 and Broker Accounts Considered Inactive During 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real Estate Transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other Payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services (including attorney and accounting fees), and payments to certain fishing boat crew members.

**5. Mortgage Interest Paid by You, Acquisition or Abandonment of Secured Property, Cancellation of Debt, or IRA Contributions.** You must give your correct TIN, but you do not have to sign the certification.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends,

and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.





