



Request for Proposals
Engineering Design Services for
Planning and Feasibility Study
Parcels C-1 & C-2
Boston Marine Industrial Park
EDIC Project No. 1289



Thomas M. Menino, Mayor
Peter Meade, Director

Economic Development & Industrial Corporation
22 Drydock Avenue, Boston, MA 02210

Clarence J. Jones, Chairman
Consuelo Gonzales-Thornell, Treasurer
James M. Coyle, Member

Paul Foster, Vice-Chairman
Timothy J. Burke, Member
Brian Golden, Executive Director

February 2013

REQUEST FOR PROPOSALS FOR THE

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Boston Marine Industrial Park

AWARDING AUTHORITY:

Economic Development & Industrial Corporation
Engineering & Facilities Management Division
Capital Construction Department
22 Drydock Avenue
Boston, MA 02210

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Economic Development & Industrial Corporation

Engineering & Facilities Management Division
Capital Construction Department

Request for Proposals

Engineering Design Services for
Planning and Feasibility Study
Parcels C-1 & C-2, Boston Marine Industrial Park

The Economic Development & Industrial Corporation (“EDIC” or the “Authority”), through the issuance of this Request for Proposals (“RFP”), is seeking proposals for the performance of Engineering Design Services in connection with a planning and feasibility study for Parcels C-1 and C-2 in the Boston Marine Industrial Park (the “Project Site” or “Site”). The purpose of this Study is to evaluate the growing need for additional parking, to develop preliminary designs for a parking structure with mixed-uses meeting that need. The proposed solution must be both technically and financially viable for the site.

The successful respondent shall be required to perform the planning and engineering services as described in this RFP including, but not limited to, the following:

I. INTRODUCTION

A. Background

Parcels C-1 and C-2 are the last vacant development parcels in the Boston Marine Industrial Park remaining for development designation; see Appendix A for Location Map. Vehicular access from I-90 and 93 is via Summer Street (.75 mile) to Drydock Avenue to Terminal Street. The Berth 10 Access Road provides vehicular and waterfront access on the south. Surrounding businesses are the Boston Harbor Police Operation Center, North Coast Seafood, Massachusetts Port Authority, Boston Design Center and Boston Line Company; see Appendix A for Parcel Identification (ID) Map.

In May 1988 the Authority, recognizing that growth of MIP maritime-industrial businesses required significant land area for truck traffic so that adding new structured vehicle parking would increase development density. The Central Parking Garage (Phase I) was built in 1991 to begin meeting MIP parking demand. In 2000 and 2005 two additions were built, bringing the total capacity to approximately 1,766 spaces.

At the present time parking patrons include cruise ship passengers, tenants (on a monthly basis) and the general public who typically come into the MIP for special, mostly summertime, events. Cruise season runs from April to November, with passengers embarking, disembarking and visiting on day-long Port o’ call. Typical vehicular traffic modes include trolleys, busses, cabs, private vehicles, bicycles when ships are in port. Due to the increased popularity of cruise ship vacations the MIP’s existing garage was at full capacity every month of the 2012 season and was then exceeded with each special summer event. As an example, to meet demand created by Cirque Du Soleil and War of 1812 Bicentennial events, public parking had to be accommodated onto other already-designated development parcels.

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B. Objective

The objective of this RFP is to hire a qualified architectural/engineering team led by strong structural engineering expertise, skilled in parking garage design and parking demand analysis, transportation and traffic circulation issues, to provide architectural designs and project cost analysis in support of the proposed project (the “Consultant”). The Consultant shall provide designs for a structured parking facility informed by the following programming criteria:

- Address vehicular traffic flows and patterns; suggest improvements that allow for future growth so that traffic congestion is minimized.
- Include sufficient mixed-use space to meet any potential market demand; include public facilities in support of the Cruise Terminal (police and fire). Include facilities to support future Parcel ‘A’ Development (Function Rooms). A Ground Floor program may include
 - a.) Retail outlets for trolley tour companies
 - b.) City Public Safety Departments (such as Boston Fire and Boston Police’s Harbor Patrol)
 - c.) Oversized vehicle parking
 - d.) Seasonal “pop up” spaces for retail tenants
- Demonstrate economic viability of the proposed program exploring public and private financing opportunities.

The Consultant may assign a lead Professional Engineer (P.E.), holding active registration in the Commonwealth of Massachusetts, to act as Project Manager. The Consultant is required to contract with all sub-consultants and vendors needed to complete the work. The Consultant shall work in conjunction with other City and State agencies and other such entities as directed by EDIC.

II. PERFORMANCE OF SERVICES

A. General Scope of Services

1) Document existing site conditions

- a) Review existing parking, including all regulated and non-regulated, located on and off street.
- b) Compile information on roadway facilities, traffic movements, exits and entrances, locations of bus stops, and transit frequency.
- c) Review existing conditions of Berth 10 and Parcels C-1 and C-2. Examine and obtain copies of plans maintained at the EDIC Office’s Plan File Room, 22 Drydock Avenue.

2) Prepare a summary of existing parking activity

- a) Determine occupancy, duration, seasonal variation and mode share factors for visitors and work force for a servicing area to be determined and agreed upon. A combination of “historical activity data” from the existing Central Parking Garage, business surveys, and field data collection may be used to establish existing parking utilization patterns. The volume of visitors and additional traffic flow during the cruise ship season, March through October, shall provide a significant seasonal variation.

3) Determine potential parking capacity for a structured parking facility

- a.) Estimate future parking demand

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1. Review projected employment levels, cruise industry growth and planned MIP parcel development. Investigate if changes are planned in the level of transit service, current and future highway capacity improvements. Identify constraints on and cost of affordable parking.
2. Review Future Development Summary (Appendix E); meet with EDIC Staff at 22 Drydock Avenue to review all future development plans on file. Consider future impact of all planned future development on expected trip generation and parking. Review zoning and planning analysis to determine the servicing area's potential build-out.
3. Determine peak parking demand for an average weekly condition. Calculate peak parking and employment demand independently by using currently-accepted shared-parking methodology as set forth by the Urban Land Institute (ULI). Make recommendations for zoning or development policy changes, including parking ratios, mode share goals, build-out scenarios, and overall area access recommendations, including other proposed future transit options necessary to build an optimum growth scenario.

b.) Compare projected parking demand and supply

1. Determine the relationship between daily demand, observed utilization and the rate charged for parking. Take into account parking price demand elasticity based on historical parking data and information gathered through this effort and all available data sources including Massport passenger data, trolley tours, mode splits from BTD, MBTA ridership information, regional travel demand information from CTPS, and the most up-to-date national studies and published reports on the effect of parking costs on parking demand. Review and define any potential parking deficit based upon user group, time of day, time of year. Determine what extent cruise ship season accounts for such a deficit and make recommendations on how to modulate those increases over the entire year.

4) Develop building programming options and conceptual designs.

The Consultant shall develop a building program, identify options and alternatives; meet with EDIC Staff to review and determine preferences based on feasibility. See Appendix B for conceptual planning schemes proposed for and by the Agency. Determine the feasibility of each such scheme based on an economic formula that includes construction debt funding obligations and operational expenses offset by lease revenue. This Task shall include three (3) meetings with the Agency.

- a) With such non-parking uses as public facilities for Boston Fire and Police and private sector tenant lease space for Trolley Tours and the Hospitality/Travel industry, the Agency shall select one program that the Consultant shall advance toward a final design.
- b) Develop designs complete with a clear explanation of all key architectural, structural, and mechanical concepts and components. Include in Site Plan the circulation pattern of each traffic mode at peak volume time. Provide handicapped accessible entrances, routes and other necessary accommodations.
- c) Provide the Agency with vital energy usage and water consumption concepts and measures that limit increases in the facility's future operating budget; information shall include the payback (ROI) time for measures that improve on the "baselines" set by DOE's Energy Star

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Program for buildings of this type. Summarize the lifecycle costs of key building components so that the Owner shall be made aware of selections that may be made with lifecycle cost, and not initial cost, as an important consideration. Develop and adapt spreadsheets to convey this information; meet and discuss with EDIC.

- d) Develop an Estimate of Probable Construction Cost for up to three schemes determined most feasible. Prepare preliminary pro forma based on expected utilization, revenue and debt obligation.

5) Prepare draft report

Prepare draft to summarize existing and projected parking demand findings; highlight projected parking demand, when full capacity will likely be reached. Indicate what factors/goals the Consultant recommends the Agency use in determining that a level of demand is adequate to warrant investment in a structured parking facility that includes additional programmed uses. Appendices may be utilized for supporting data.

Summarize the program that may be included in a parking/mixed use facility; note the cost associated with each and other Task 4 data. Present design schemes; elaborate on the major concepts (structural, marine engineering, etc.) of each. Note any options; describe methodology used to determine the most feasible design solution. Provide tabular information for each; include number of spaces, square footage (of parking, public facility, space leased to private entities). Summarize estimated cost data and present pro forma for each scheme. Distribute draft to EDIC and meet with staff for discussion and comment.

This task shall include three (3) meetings with the Agency.

6) Submit Final Report.

Participate in presentation(s) of the material contained within as required. Tasks 6 and 7 shall include a total of three (3) meetings with the Agency.

7) Miscellaneous Design Services

If while completing this Study additional work must be done to reach the Agency's Objectives (see page 2; Item I. B.) the Agency may direct the Consultant to complete additional design services under this item. Fees shall be set at an amount not to exceed \$10,000 under this Item.

III. TIME OF PERFORMANCE

The Consultant shall be required to complete performance of the Services, and any tasks included within the Services, in accordance with a schedule submitted to the EDIC based on the Scope of Services outlined in the RFP. The Consultant is advised that time is of the essence with respect to the performance of the Services.

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It is further required that the Consultant be available to commence work within 14 calendar days of a Notice to Proceed being issued by the EDIC. The respondent shall submit a project schedule detailing the work item and the time required to perform the services as described in the RFP.

IV. INSURANCE REQUIREMENTS

The selected Consultant shall be required to maintain at least Two Million Dollars (\$2,000,000) in project specific liability insurance coverage from a reputable insurance company (either a separate policy or a dedicated per project limit on an existing policy). Said liability policy shall be reasonably satisfactory to the EDIC and shall include coverage for all releases that arise out of or are exacerbated by the acts or omissions of the selected Consultant and/or the Consultant's subcontractors. In addition, the selected Consultant (i) shall maintain at least Two Million Dollars (\$2,000,000) in Professional Liability Insurance and (ii) will also be subject to the EDIC's standard insurance requirements.

V. SITE AND CONTACT INFORMATION

For access to the Site please contact Ms. Dolores Fazio, EDIC Project Engineer, at (617)918-6209 between the hours of 9am-5pm Monday through Friday. The site is presently operated by EDIC tenant (Massport); all access must be coordinated through EDIC.

For all other inquiries and comments, please contact Ms. Dolores Fazio, EDIC Project Engineer, at (617)918-6209 or Mr. Nat Gorham, EDIC Project Engineer, at (617) 918-6252.

VI. PROPOSAL SUBMISSION REQUIREMENTS

A. Proposal Submission Deadline

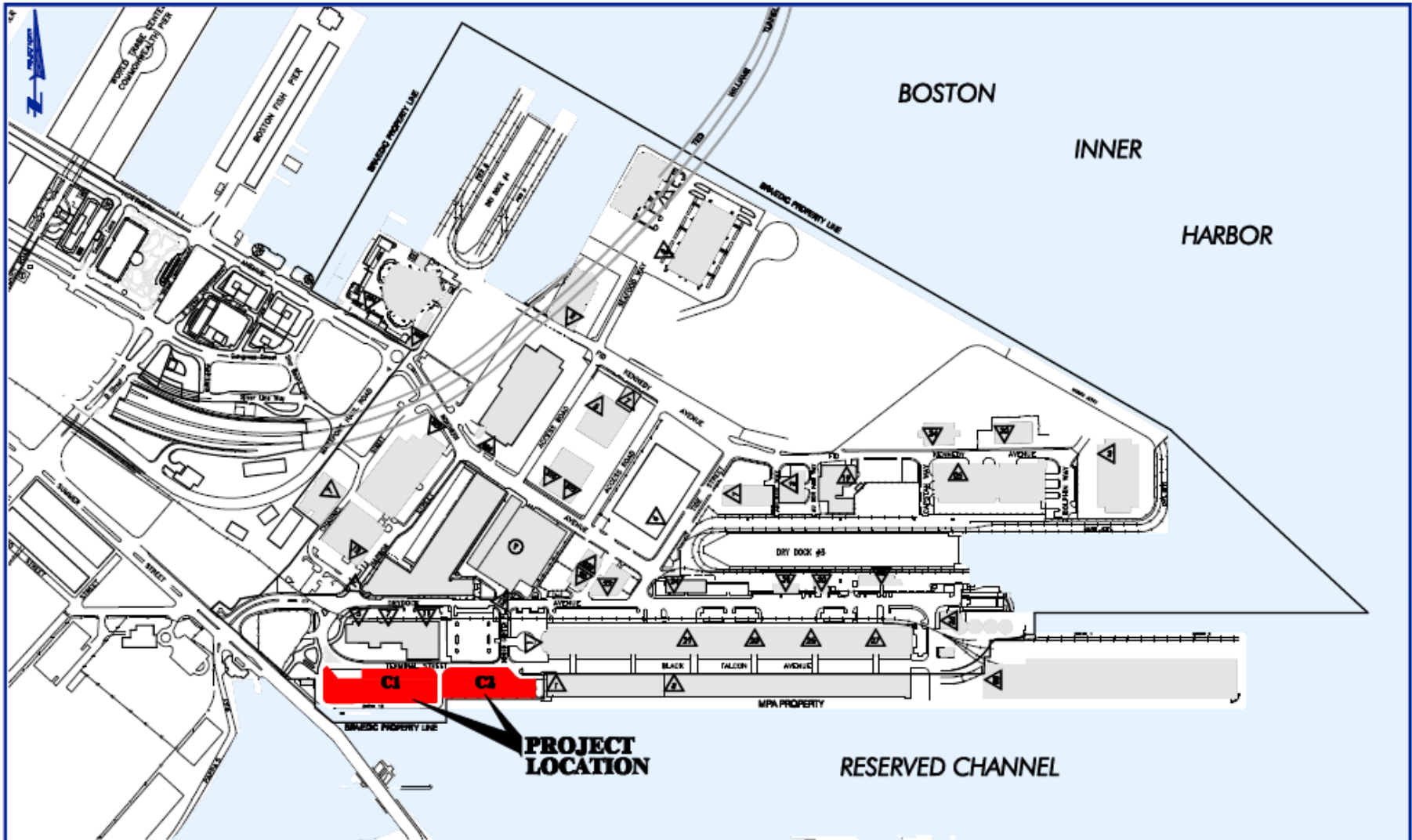
Each respondent must submit one original and three copies sealed of its proposal by no later than **12:00 PM (noon) on March 6, 2013**.

Proposals should be addressed as follows:

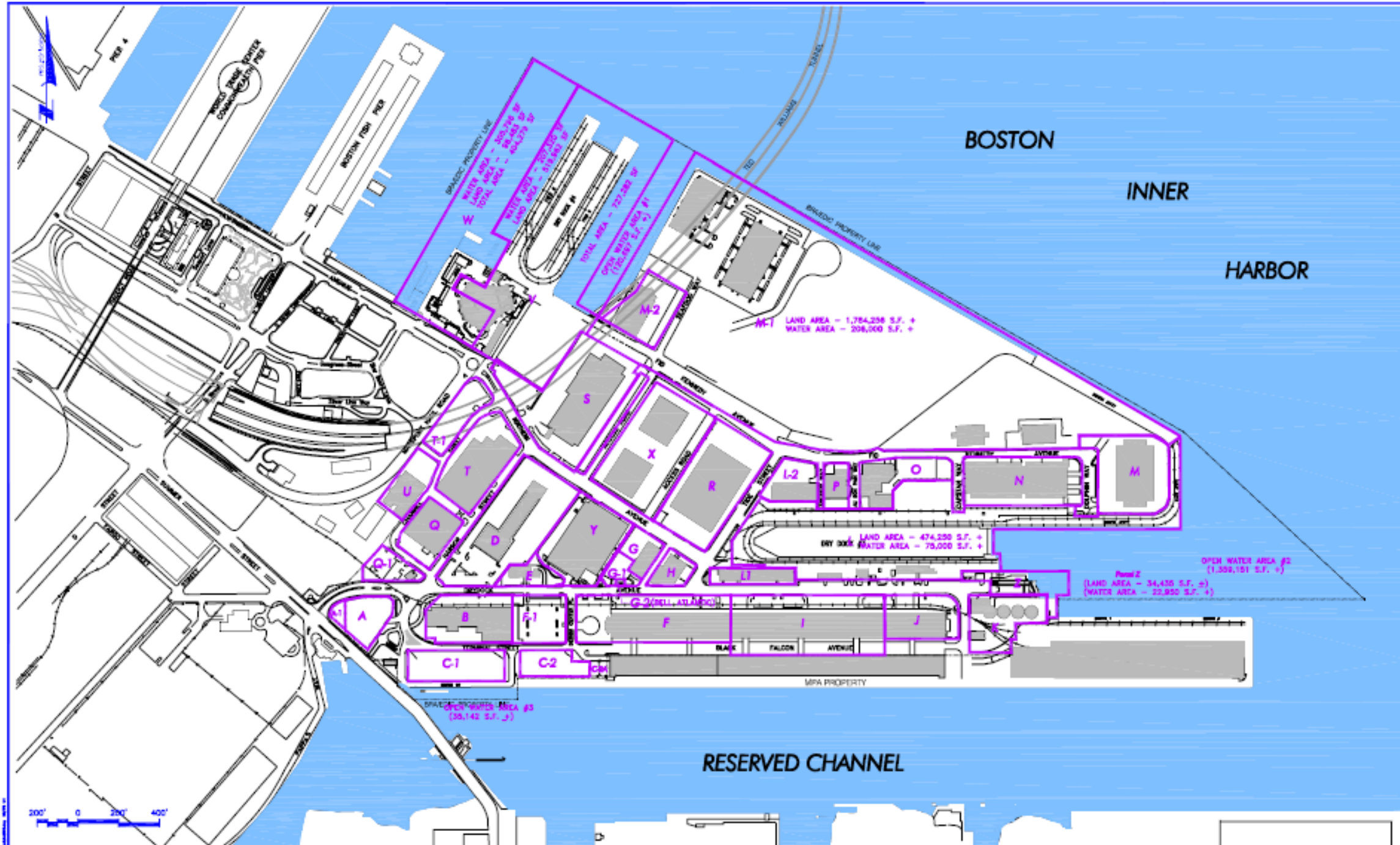
TO: Mr. Paul Osborn
Deputy Director for Capital Construction
Economic Development & Industrial Corporation
22 Drydock Avenue
Boston, MA 02210

APPENDIX A

**Location Plan
Parcel ID Plan**



| | | | | |
|--|---|--|---|--|
| <p>BOSTON REDEVELOPMENT AUTHORITY BOSTON'S PLANNING & ECONOMIC DEVELOPMENT OFFICE Thomas H. Harbo, Mayor Peter Healy, Director</p> |  | <p>ENGINEERING & FACILITY MANAGEMENT DEPT. 22 DRYDOCK AVENUE, SUITE 201, BOSTON, MA 02210 (617) 722-4300</p> <p>DESIGN BY: M. L. CONROY APPROVED: L. WAGNER PROJECT NO.: 3006 DATE: REVISED 2008</p> <p>PLS SHOW DIMENSIONS PLAN: 1/4" SCALE: NOT TO SCALE</p> | <p>LOCATION: MARINE INDUSTRIAL PARK, SOUTH BOSTON</p> <p>PROJECT NAME: PARCEL C1 AND C2</p> | <p>REV. NO. C-1</p> <p>SHEET 1 OF 1</p> |
|--|---|--|---|--|



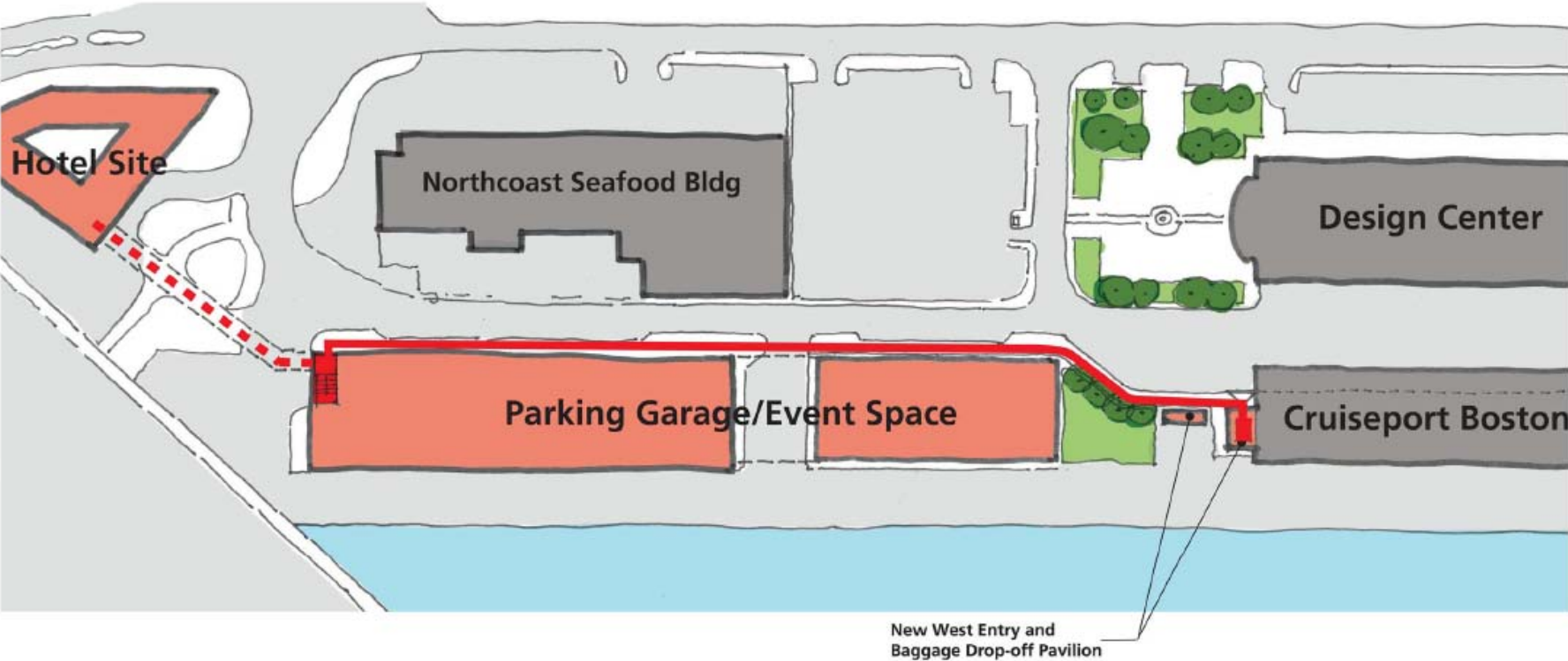
| | | | | |
|---|--|---|--|---|
| BOSTON REDEVELOPMENT AUTHORITY BOSTON'S PLANNING & ECONOMIC DEVELOPMENT OFFICE Thomas M. Nerino, Mayor Mark Maloney, Director |  | CAPITAL CONSTRUCTION DEPARTMENT 10 DRYDOCK AVENUE, SOUTH BOSTON, MASSACHUSETTS (617) 722-4300 DRAWN BY: N. S. CHANG APPROVED: L. NARASU PROJECT NO.: 3004 DATE: MAY 2004 | LOCATION: MARINE INDUSTRIAL PARK, SOUTH BOSTON, MA DRAWING NAME: PARCEL ID PLAN | DWG. NO.: C-1 SHEET 1 OF 1 |
| | | | | |

| | | | | | | | |
|-----------|-----------------------------------|---|---|----|---------------------------------------|---|---------------------------------|
| A | Harbor Gateway, 1 Drydock Avenue | F | Boston Design Center, 1 Design Center Place | M1 | North Jetty, 24-30 Fid Kennedy Avenue | T | 329 Northern Avenue |
| A-1 | BMIP Summer Street Entrance | I | Bronstein Industrial Center, 21-25 Drydock Avenue | M | 3 Dolphin Way | V | Drydock #4, 300 Northern Avenue |
| C-1 & C-2 | Project Site | | | N | 25 Fid Kennedy Avenue | | |
| D | One Harbor Place, 1 Harbor Street | | | R | 6 Tide Street | | |

APPENDIX B

Conceptual Plans

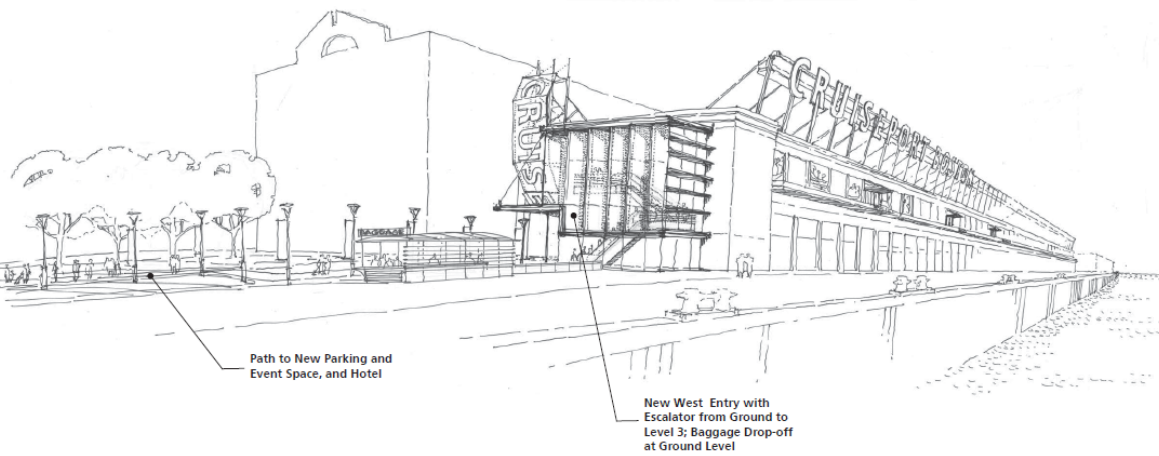
Site Plan - New West Entry



⊕ Site Plan



Perspective - New West Entry



Cruiseport Boston

APPENDIX C

Existing Conditions

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Request for Proposals - Engineering Design Services for Planning & Feasibility Study
Parcels C-1 & C-2, Boston Marine Industrial Park

Parcel C1 - Existing Conditions Rear Wharf Deck

Parcel C1's Rear Wharf, which makes up the majority of Parcel C1, is a 1918 wharf structure constructed of 8 1/2" concrete decking supported by concrete beams (spanning north-south at 10' 6" on center) bearing upon concrete pile caps. The caps sit atop wooden piles which are spaced approximately 36" on center. The concrete beams supporting the deck extend to a granite seawall where the structure terminates and interfaces with solid land. The underside of the wharf structure is accessible and is tidally influenced.

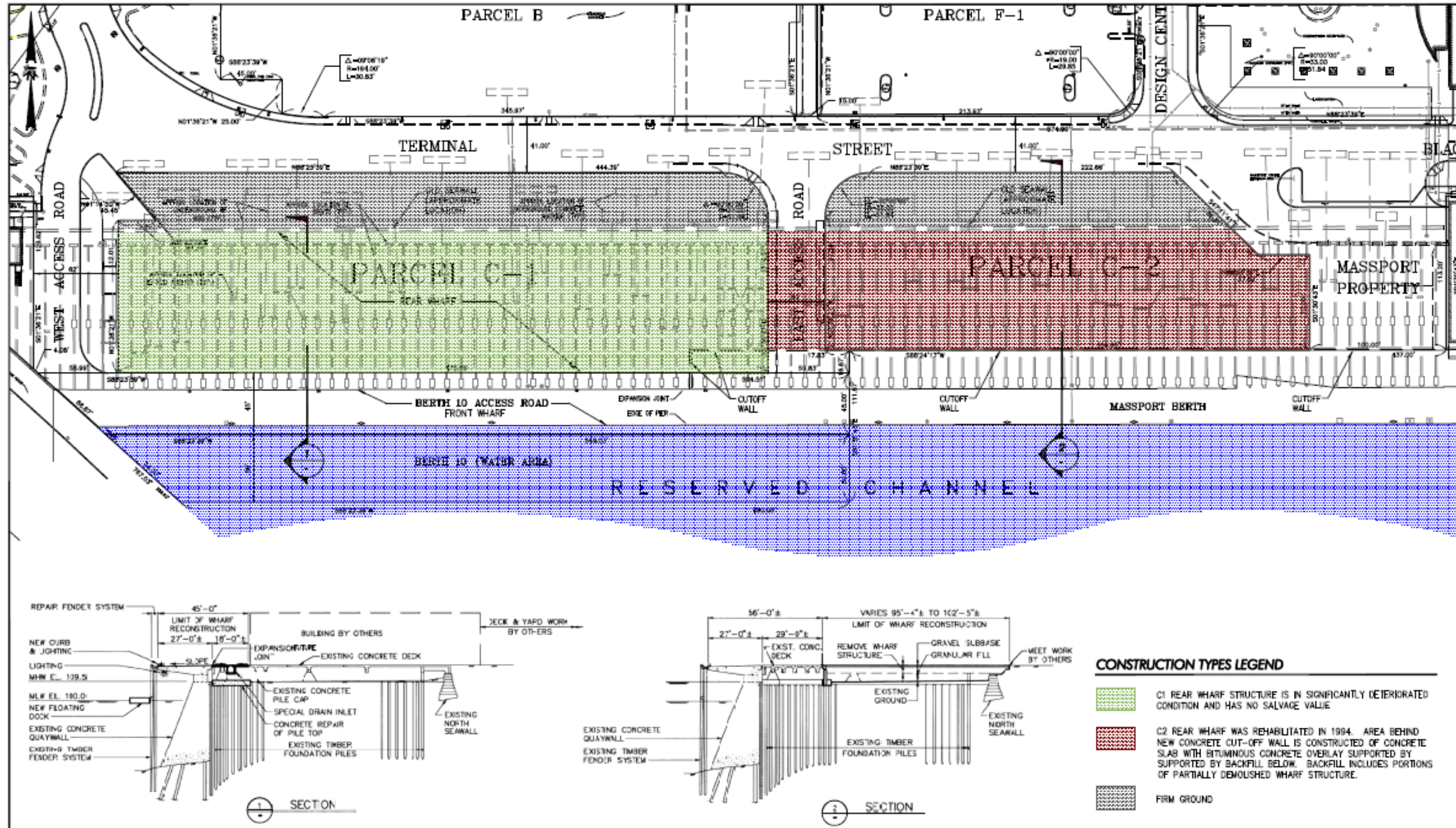
Due to safety concerns the site is presently fenced and locked to prevent unauthorized entry. The top surface of the deck, covered with bituminous pavement, has extensive cracks with vegetation growing out of them. Due to improper drainage there is evident ponding of rainwater. The decking has accumulated numerous holes from deterioration. The beams are in fair-to-poor condition with significant cracking and exposure of rebar. The wharf structure is in very poor condition and of no salvage value relative to the engineering and design services for this planning and feasibility study.

Parcels C1 and C2's Front Wharf, location of the Berth 10 Access Road, was structurally rehabilitated in 1994 and is not part of this RFP's scope of services.

Parcel C2 - Existing Conditions Rear Wharf Deck (Partially removed and backfilled)

Parcel C2 is of the same wharf construction as Parcel C1 with concrete beams and pile caps. However, the concrete deck and the uppermost portions of the beams were removed under the Rehabilitation of Berth 10 project in 1994. With partial demolition complete, the entire site was backfilled with clean gravel between and over the remaining concrete beams. New concrete retaining walls were constructed on the south side which abuts Massport's berth and extends west to the East Access Road (at Bent 406). Parcel C2 is built entirely on structural fill as is the East Access Road that leads out to Berth 10.

See Appendix D for site photos.



BOSTON REDEVELOPMENT AUTHORITY
ENGINEERING & FACILITY MANAGEMENT DEPARTMENT

BOSTON MARINE INDUSTRIAL PARK - PARCELS C1 and C2
WHARF CONSTRUCTION PLAN
 DECEMBER 2012

APPENDIX D

Site photos

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Terminal Street looking southeast toward Massport Cruise Terminal



Berth 10 Access Road @ west end of site from Summer Street (looking northeast toward Northcoast Seafood, Boston Design Center and Massport Cruise Terminal)

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Terminal Street @ northwest corner of site – Boston Harbor Patrol's building



Berth 10/Reserve Channel wharf and floats

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Berth 10, Parcel C-2 and Massport Cruise Terminal



C-1, Berth 10, Northcoast Seafood Building from Summer Street Bridge

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Berth 10/ Parcel C-1 (rear wharf)



Drain openings beneath Berth 10 Access Road (front wharf)

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Parcel C-1 and Berth 10 Access Road looking East



Berth 10 Front Wharf/Parcel C-1 Rear Wharf Separation Detail

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Parcel C-2 looking east toward Massport Cruise Terminal



Parcel C-2 looking across southeast toward Massport Cruise Terminal with cruise ship at port

APPENDIX E

Future Development Summary

Future Development Summary

See Appendix 'A' - Location Map, for locations of parcels identified in the following summary.

Parcel A – Harbor Gateway, 1 Drydock Avenue

EDIC-owned property
40,879 square feet
Zoning allows hotel/retail development

Parcel A-1 at BMIP Summer Street Entrance

EDIC-owned property is currently used as open space.
Anticipate future lot line adjustment to aggregate most of Parcel A-1 with Parcel A.

Parcel D – One Harbor Place, 1 Harbor Street

International Cargo Center - New England (ICCNE)
Opened 2007, Boston Freight Terminals/Cargo Ventures' 212,500 square foot building
will soon accommodate a new tenant, Vertex Pharmaceuticals, in Fall 2012.

Parcel T – 329 Northern Avenue

Boston Freight Terminals/ICCNE Phase II
93,700 warehouse/office building
Scheduled for construction 2013

Parcel I - Bronstein Industrial Center, 21, 23, 25 Drydock Avenue

Millennium Partners/Cargo Ventures manages this 825,552 square foot multi-tenant
industrial facility.

Parcel F – Boston Design Center, 1 Design Center Place

BDC also holds lease for Parcel F-1, currently used as surface parking lot.

Parcel AB – Black Falcon Cruise Terminal, 1 Black Falcon Avenue

Arrival and Departure areas of the Massport Cruise Terminal underwent extensive
renovation/modernization in 2010. Continued future upgrades, redevelopment of vacant
portions of the existing building is up for discussion.

Parcel M1 - North Jetty, 24-30 Fid Kennedy Avenue

In 2005, Massport Marine Terminal Development LLC (Massport holds lease through
2070), with Cargo Ventures, LLC, Boston Freight Terminals, New England Development
and Fallon Companies, plans development of a multi-tenant terminal and expansion space
for Pacific America Fish Company on approximately 30 acres. Three warehouse
buildings totaling 459,917 square feet will be constructed and an additional 4.3 acre bulk
cargo handling facility. Employee and visitor parking is planned.

Parcels M & N – 25 Fid Kennedy Avenue and 3 Dolphin Way, Boston Cargo Terminal

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In March 2011 American Seafood Exchange announced plans for 422,000 square foot seafood processing and cold storage facility on 6.65 acre site. The project is expected to support up to 1,500 permanent jobs.

Parcel R – 6 Tide Street

Kavanaugh Advisory Group plans new 180,000 square foot building which will include a new home for Local 537, the Pipefitters Union. The project, in its entirety will create over 400 permanent jobs.

Parcel V – Drydock #4

Parcel V is a future industrial development parcel of 270,000 square feet. Adjacent Parcel V-1 is 105,000 square feet.

Parcel W – Wharf 8/Pier 7

RFP for this Maritime Economy Reserve parcel was issued August, 2012; selection process is currently underway.

APPENDIX F

Fee Schedule

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Fee Schedule

A. BASIC SERVICES

| | |
|---|-------------------|
| Task 1- Document existing conditions & usage | \$ _____ |
| Task 2- Prepare a Summary of existing parking activity | \$ _____ |
| Task 3- Evaluate potential capacity for a structured parking facility | \$ _____ |
| Task 4- Develop design | \$ _____ |
| Task 5- Prepare Draft report | \$ _____ |
| Task 6- Submit Final report | \$ _____ |
| Task 7- Miscellaneous Design Services | \$ <u>10,000.</u> |
| TOTAL OF TASKS 1 – 7 | \$ _____ |

APPENDIX G

Sample Contract

Economic Development & Industrial Corporation

**ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION
SERVICES CONTRACT**

This **SERVICES CONTRACT** (“this Contract”) is entered into as of this _____ day of _____, 2013 by and between the **ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION** (the “Authority”), a public body politic and corporate, organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, having its offices at Boston City Hall, One City Hall Square, Boston, MA 02110-1007, and (Fill-in the blank) (the “Consultant”), a (Fill-in the blank, if applicable) corporation transacting business in Massachusetts under the name (Fill-in the blank, if applicable) and having its Massachusetts offices at (Fill-in the blank, if applicable), (Fill-in the blank), MA (Fill-in the blank), regarding Planning & Feasibility Study for Parcels C-1 and C-2, Boston Marine Industrial Park, Authority Project #1289 (the “Project”).

WHEREAS, on September 25, 2012, the Authority Board approved the request to advertise a Request for Proposals for the Project (the “RFP”); and

WHEREAS, on February 6, 2013, the Authority released the RFP with responses due on March 6, 2013 and received (Fill-in the blank-quantity) responses from interested parties; and

WHEREAS, on (Fill-in the blank), 2013, the Authority Board authorized the Director to execute a service contract with the Consultant for the performance of Planning & Feasibility Study for Parcels C-1 and C-2, Boston Marine Industrial Park; and

WHEREAS, the Consultant has agreed to perform certain services, as hereinafter described, in connection with implementation of the Project on behalf of the Authority.

NOW, THEREFORE, in accordance with the foregoing and the mutual promises hereinafter provided, the Authority and the Consultant agree to the following:

I. SCOPE OF SERVICES

A. Description of Services. The Consultant, by and through the Consultant’s staff and approved Subconsultants, shall be responsible for performing the services set forth in Exhibit A, attached hereto and incorporated as a part hereof (the “Services”).

The Authority recognizes that part of the services under this Contract may be provided by approved Subconsultants. The Consultant’s obligations to complete the Services shall be limited to those tasks authorized by the Authority’s Director to be undertaken and completed by either the Consultant or Subconsultants.

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B. Changes to Scope of Services. The Authority's Authorized Representative may at any time, by written notice, make reasonable and non-substantial changes within the general scope of this Contract in the tasks to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the services under this Contract, an equitable adjustment shall be made in the compensation to be paid under this Contract and this Contract shall be modified in writing accordingly by the Authority's Director. Any claim for adjustment under this Section I.B must be asserted within thirty (30) days from the date of receipt by the Consultant of the notification of change.

C. Performance Standards. The Consultant agrees that the Services provided hereunder shall conform to the professional standards of care and practice customarily expected of like firms engaged in performing comparable work in the same locality, at the same site and under the same or similar circumstances and conditions, that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them and that the recommendations, guidance and performance of such personnel shall reflect such standard of professional knowledge and judgment.

II. COMPENSATION

A. Amount of Payment. Except as provided in Section VI.A of this Contract, for all Services performed by the Consultant in accordance with Section I hereof, the Consultant shall be paid an amount not to exceed (Fill-in the blank) dollars and (Fill-in the blank) cents (\$(Fill-in the blank)) (the "Maximum Amount"). This Maximum Amount includes all overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, arising under this Contract, and all other reimbursable expenses. The Consultant shall be paid not more than once a month upon the Authority's approval of the Consultant's monthly statements submitted in accordance with Section II.B. The amount paid each month shall equal the sum of: (i) the product of the number of hours worked by the Consultant and its staff in connection with the performance of services under this Contract during the prior month and the hourly rate of services set forth in Exhibit B, attached hereto and incorporated as a part hereof; plus (ii) the amount of expenses incurred by the Consultant, its staff and approved Subconsultants during the prior month and approved by the Authority as reimbursable.

B. Monthly Statements. Not later than the fifth day of each month during the term of this Contract, the Consultant shall submit to the Authority a monthly statement for all Services rendered and all reimbursable expenses incurred during the prior month. The Consultant's monthly statements shall be in such detail as the Authority may reasonably require showing the identification of the personnel performing services, their classifications and hours worked, and the detailed nature and extent of Services performed. As part of the monthly statements, the Consultant shall also submit a statement detailing all services rendered by Subconsultants and all reimbursable expenses incurred by Subconsultants during the prior month, if any, in such detail as the Authority may reasonably require to identify Subconsultants and the personnel performing services,

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their classifications, hourly rates and hours worked, and the expenses for which Subconsultants request reimbursement.

C. Retention of Records and Audit Rights. The Consultant shall keep records pertaining to services performed and reimbursable expenses incurred on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the Authority may require. The Authority shall have the right to inspect, review or audit, in conformity with accepted auditing standards, the accounts, books, records and activities of the Consultant necessary to determine compliance by the Consultant with the provisions and requirements of this Contract and the laws of the Commonwealth of Massachusetts.

III. TIME OF PERFORMANCE

The Consultant shall perform each task required to be performed by it promptly and within the time designated therefore by the Authority. The Consultant acknowledges that time is of the essence in performing the services hereunder. However, Authority recognizes that the Consultant's performance must be governed by sound professional practices. In connection with the services required for the Project, such work shall be completed no later than six (6) months from the date of execution of this Contract.

IV. TERM

The term of this Contract shall commence once fully executed by the parties and terminate twelve (12) months from date of contract execution, unless sooner terminated by the Authority in accordance with this Contract; provided, however, that the Authority may, at its election and in its own discretion, extend the term of this Contract for additional ninety (90) day periods, as determined necessary by the Authority.

V. INSURANCE AND INDEMNIFICATION

A. Insurance. The Consultant shall obtain and maintain insurance furnishing benefits in accordance with Massachusetts General Laws ("M.G.L."), Chapter 152, or such other workers compensation requirements as may pertain. The Consultant shall also obtain and maintain comprehensive general liability/automobile liability insurance coverage for claims for property damage, bodily injury or death in connection with the Consultant's performance and activities under this Contract in the amount of One Million Dollars (\$1,000,000) combined single limit per occurrence. The Consultant shall cause all Subconsultants under this Contract to carry similar insurance coverage as well as any other insurance coverage as the Authority may from time to time direct. Evidence of such insurance coverage shall be provided by the Consultant to the Authority prior to the commencement of the services to be performed under this Contract.

B. Indemnification. The Consultant, at its expense, shall defend and indemnify and hold harmless the Authority, its members, directors, officers and

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employees from and against all claims, causes of action, suits, losses, damages and expenses, including reasonable attorneys fees, to the proportionate extent caused by the negligent action by the Consultant and anyone employed by it in the performance of this Contract. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist. The Authority shall give the Consultant prompt and timely notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification hereunder. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance contained in this Contract.

VI. TERMINATION

A. The Authority, by and through written notice from its Director, may terminate this Contract as follows:

- (1) on fourteen (14) days notice, without cause; or
- (2) on seven (7) days notice if (i) the services to be performed under this Contract shall be canceled or abandoned by the Authority, (ii) this Contract or any part thereof shall be assigned without the prior written consent of the Authority's Director, (iii) the Consultant shall violate any of the provisions of this Contract or shall fail to perform, keep, or observe any of the terms, covenants or conditions herein contained, (iv) the Consultant abandons in whole or in part its services, or becomes unable to perform its services, or (v) the Consultant fails to perform the services in a timely and workmanlike manner; provided, however, that the Consultant shall not be in default hereunder if any such failure to perform or make progress arises out of causes beyond its control and through no fault or negligence of its own. In the event of such termination, the Authority may procure, upon such terms and in such manner as it shall deem appropriate, services similar to those so terminated without prejudice to any other rights and remedies for default the Authority may have.

In the event of the termination of this Contract in accordance with this Section VI, the Consultant shall be compensated in accordance with Section II for all work performed until the effective date of termination. Upon the termination of this Contract, the Consultant shall promptly deliver to the Authority all documents produced under this Contract by the Consultant prior to its termination.

Consistent with the procedures set forth above, in the event in this Contract is terminated in accordance with the procedures above; the Consultant shall cause all Subconsultant Contracts, which it has entered into under this Contract, to be terminated.

VII. ADDITIONAL TERMS AND CONDITIONS

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A. Records, Documents, Plans and Drawings. All records and documents prepared pursuant to this Contract shall be considered the property of the Authority and provided the Consultant has been paid in full for services rendered shall be delivered to the Authority's custody upon completion of the work or upon request in writing by the Authority's Director, and in any event no later than sixty (60) days after the expiration or earlier termination of this Contract unless such time limit shall be extended in writing by the Authority's Director. Any reports, plans or drawings, that will be part of the final submission, are to become the property of the Authority, and shall be of the size and quality established by the Authority. Except as required for the discharge of its duties to the Authority under this Contract, no reports, plans, sketches, drawings, or other renderings or documents shall be released or disclosed by the Consultant to any other person without the prior written approval of the Authority's Director. The Authority agrees to waive any and all claims against the Consultant and to defend, indemnify and hold the Consultant harmless from and against any all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of the Consultant's designs, drawings and specifications.

B. Authority's Authorized Representative, Paul Osborn, Deputy Director of Capital Construction, and/or any other staff member of the Authority set forth in a written notice from the Authority's Director to the Consultant, are hereby designated as the "authorized representative" of the Authority with respect to all powers of written approval, consent or notice reserved to the Authority's Director in this Contract.

C. Key Person. The Consultant acknowledges that the Authority is entering into this Contract specifically to obtain the services and expertise to be provided by William T. Steffens, the Principals of (Fill-in the blank-company name) and (Fill-in the blank), employee of (Fill-in the blank). In the event that any of the persons named above are no longer employed by the Consultant or engaged as Subconsultants, the Authority shall have the right to terminate this Contract and enter into such other agreements as may be necessary to procure the necessary services required.

D. Independent Contractor. The Consultant is engaged under this Contract as an independent contractor and not as an agent or employee of the Authority.

E. Non-Discrimination and Affirmative Action/Compliance with Laws. The Consultant shall abide by and conform with the non-discrimination and affirmative action provisions set forth in Exhibit C, attached hereto and incorporated as a part hereof. The Consultant shall also complete and sign the Certificate of Compliance with Laws set forth in Exhibit D, attached hereto and incorporated as a part hereof.

F. No Waiver. Any failure by the Authority to assert its rights for or upon any default of this Contract shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder. The Authority's review, approval, acceptance or payment for services under this Contract shall not operate as a waiver of any rights under this Contract and the Consultant shall be and remain liable to

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the Authority for all damages incurred by the Authority as a result of the Consultant's failure to perform in conformance with the terms and conditions of this Contract.

G. Remedies. The rights and remedies of the Authority provided for under this Contract are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to setoff, suit, withholding, recoupment, or counter-claim either during or after performance of this Contract.

H. Limited Liability of Authority. Except as provided in Section I.B of this Contract, in no event shall the total liability of the Authority in connection with this Contract exceed the Maximum Amount provided for under Section II hereof. In no event shall the Authority be liable to the Consultant for damages for loss resulting from causes beyond the reasonable control of the Authority and in no event shall the Authority be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause.

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

J. No Employment of Authority Personnel. During the term of this Contract, the Consultant shall not employ on either a full-time or part-time basis, any person so long as such person shall be employed by the Authority.

K. Special Municipal Employee. In accordance with M.G.L. Chapter 121B, §7, third paragraph, as amended, for purposes of the State Conflict of Interest Law (M.G.L. Chapter 268A, as amended), the Consultant shall be deemed to be a "special municipal employee".

L. Assignment. This Contract, any duties hereunder, or interest herein may not be assigned or delegated by the Consultant without the prior written approval of the Authority's Director. It is acknowledged and agreed that the Consultant's services under this Contract are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

M. Governing Law. This Contract shall be governed by and construed under the laws of the State.

N. Severability. If any provision of this Contract shall to any extent be held invalid or unenforceable, the remainder of this Contract shall not be deemed affected thereby.

O. Entire Agreement. This Contract sets forth the entire understanding between the parties as to the subject matter hereof and supersedes all prior and collateral agreements and representations.

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P. Amendment. This Contract may not be amended or modified except by a writing signed by both parties.

Q. Captions. The captions are for convenience and reference only, and shall not be used to interpret, clarify, limit or amend the contents or meaning of this Contract or any provision hereof.

IN WITNESS WHEREOF, this Contract is hereby executed by the Authority and the Consultant in four (4) counterparts as of the day and year first written above.

(FILL-IN THE BLANK-COMPANY NAME)

By: _____
(Fill-in the blank – name, title)
Duly Authorized Signatory

ECONOMIC DEVELOPMENT & INDUSTRIAL CORPORATION

By: _____
Peter Meade, Director

Approval as to Form:

By: _____
Kevin J. Morrison, EDIC General Counsel

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EXHIBIT A SCOPE OF SERVICES

Task 1 - Document existing site conditions

- a) Review existing parking, including all regulated and non-regulated, located on and off street.
- b) Compile information on roadway facilities, traffic movements, exits and entrances, locations of bus stops, and transit frequency.
- c) Review existing conditions of Berth 10 and Parcels C-1 and C-2. Examine and obtain copies of plans maintained at the EDIC Office's Plan File Room, 22 Drydock Avenue.

Deliverables include the documentation of existing site conditions.

Task 1 cost - \$(fill-in the blank)

Task 2 - Prepare a summary of existing parking activity

- a) Determine occupancy, duration, seasonal variation and mode share factors for visitors and work force for a servicing area to be determined and agreed upon. A combination of "historical activity data" from the existing Central Parking Garage, business surveys, and field data collection may be used to establish existing parking utilization patterns. The volume of visitors and additional traffic flow during the cruise ship season, March through October, shall provide a significant seasonal variation.

Deliverables include a summary of existing parking activity.

Task 2 cost - \$(fill-in the blank)

3) Determine potential parking capacity for a structured parking facility

- a.) Estimate future parking demand
 1. Review projected employment levels, cruise industry growth and planned MIP parcel development. Investigate if changes are planned in the level of transit service, current and future highway capacity improvements. Identify constraints on and cost of affordable parking.
 2. Review Future Development Summary (Appendix E); meet with EDIC Staff at 22 Drydock Avenue to review all future development plans on file. Consider future impact of all planned future development on expected trip generation and parking. Review zoning and planning analysis to determine the servicing area's potential build-out.
 3. Determine peak parking demand for an average weekly condition. Calculate peak parking and employment demand independently by using currently-

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accepted shared-parking methodology as set forth by the Urban Land Institute (ULI). Make recommendations for zoning or development policy changes, including parking ratios, mode share goals, build-out scenarios, and overall area access recommendations, including other proposed future transit options necessary to build an optimum growth scenario.

- b.) Compare projected parking demand and supply
1. Determine the relationship between daily demand, observed utilization and the rate charged for parking. Take into account parking price demand elasticity based on historical parking data and information gathered through this effort and all available data sources including Massport passenger data, trolley tours, mode splits from BTM, MBTA ridership information, regional travel demand information from CTPS, and the most up-to-date national studies and published reports on the effect of parking costs on parking demand. Review and define any potential parking deficit based upon user group, time of day, time of year. Determine what extent cruise ship season accounts for such a deficit and make recommendations on how to modulate those increases over the entire year.

Deliverables include the estimated future parking demand and a comparison of projected parking demand and supply.

Task 3 cost - \$(fill-in the blank)

4) **Develop building programming options and conceptual designs.**

The Consultant shall develop a building program, identify options and alternatives; meet with EDIC Staff to review and determine preferences based on feasibility. See Appendix B for conceptual planning schemes proposed for and by the Agency. Determine the feasibility of each such scheme based on an economic formula that includes construction debt funding obligations and operational expenses offset by lease revenue. This Task shall include three (3) meetings with the Agency.

- a) With such non-parking uses as public facilities for Boston Fire and Police and private sector tenant lease space for Trolley Tours and the Hospitality/Travel industry, the Agency shall select one program that the Consultant shall advance toward a final design.
- b) Develop designs complete with a clear explanation of all key architectural, structural, and mechanical concepts and components. Include in Site Plan the circulation pattern of each traffic mode at peak volume time. Provide handicapped accessible entrances, routes and other necessary accommodations.
- c) Provide the Agency with vital energy usage and water consumption concepts and measures that limit increases in the facility's future operating budget; information shall include the payback (ROI) time for measures that improve on the "baselines" set by DOE's Energy Star Program for buildings of this type. Summarize the lifecycle costs of key building components so that the Owner shall be made aware of selections that may be made with lifecycle cost, and not initial cost, as an important

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consideration. Develop and adapt spreadsheets to convey this information; meet and discuss with EDIC.

- d) Develop an Estimate of Probable Construction Cost for up to three schemes determined most feasible. Prepare preliminary pro forma based on expected utilization, revenue and debt obligation.

Deliverables include Building Programming and Conceptual Design schemes.

Task 4 cost - \$(fill-in the blank)

5) Prepare draft report

Prepare draft to summarize existing and projected parking demand findings; highlight projected parking demand, when full capacity will likely be reached. Indicate what factors/goals the Consultant recommends the Agency use in determining that a level of demand is adequate to warrant investment in a structured parking facility that includes additional programmed uses. Appendices may be utilized for supporting data.

Summarize the program that may be included in a parking/mixed use facility; note the cost associated with each and other Task 4 data. Present design schemes; elaborate on the major concepts (structural, marine engineering, etc.) of each. Note any options; describe methodology used to determine the most feasible design solution. Provide tabular information for each; include number of spaces, square footage (of parking, public facility, space leased to private entities). Summarize estimated cost data and present pro forma for each scheme. Distribute draft to EDIC and meet with staff for discussion and comment.

This task shall include three (3) meetings with the Agency.

Deliverables include a Draft Report.

Task 5 cost - \$(fill-in the blank)

6) Submit Final Report.

Participate in presentation(s) of the material contained within as required. Tasks 6 and 7 shall include a total of three (3) meetings with the Agency.

Deliverables include a Final Report.

Task 6 cost - \$(fill-in the blank)

7) Miscellaneous Design Services

If while completing this Study additional work must be done to reach the Agency's Objectives (see page 2; Item I. B.) the Agency may direct the Consultant to complete

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additional design services under this item. Fees shall be set at an amount not to exceed \$10,000 under this Item.

Deliverables include (To Be Determined).

Task 7 cost - \$10,000.

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**EXHIBIT B
HOURLY RATES AND OTHER CHARGES**

Hourly Rates:

See attached SCHEDULE OF FEES, (Fill-in the blank), dated (Fill-in the blank), 2013.

Other Charges:

Travel, lodging, postage, communication and other expenses shall be included in the stated fee.

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**EXHIBIT C
NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

Non-Discrimination and Affirmative Action

In accordance with policies adopted by the Authority, the Consultant agrees:

1. The Consultant shall not, in connection with its services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, creed, national origin, age, sex or sexual preference and shall undertake affirmative action measures designed to guarantee and effectuate equal employment opportunity for all persons.

2. The Consultant shall provide information and reports requested by the Authority pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Authority to affect the Consultant's obligations.

3. The Consultant shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.

4. The Consultant's non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which the Authority may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.

5. The Consultant shall indemnify and save harmless the Authority from any claims and demands of third persons resulting from the Consultant's non-compliance with any provisions hereof.

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**EXHIBIT D
CERTIFICATE OF COMPLIANCE WITH LAWS**

Certificate of Compliance with Laws

Massachusetts Employment Security Law

Pursuant to M.G.L. Chapter 151A, 19A(b), the undersigned hereby certifies* under the penalties of perjury that the Consultant, with Department of Employment Training (DET) ID Number _____**, has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

* Compliance may be certified if the Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner of DET, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to M.G.L. Chapter 151A, 19A(c).

** Insert correct number.

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that the Consultant (please check applicable item):

1. _____ employs fewer than fifty (50) full-time employees: or
2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program: or
3. _____ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

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Revenue Enforcement Protection Program

Pursuant to M.G.L. Chapter 62C, 49A, the undersigned hereby certifies that the Consultant's social Security or Federal Identification No. is _____*, and that to the best of his/her knowledge and belief, the Consultant has filed all state tax returns and paid all state taxes required by law.

* Insert correct number

Signed this _____ day of _____, 2013

(Fill-in the blank)

By: _____
Authorized Signature

Name: (Fill-in the blank)

Title: (Fill-in the blank)