



**REQUEST  
FOR  
PROPOSAL**

# **AVENUE OF THE ARTS DESIGN GUIDELINES STUDY**

**CITY OF BOSTON**  
**Martin J. Walsh**  
*Mayor*

Brian P. Golden  
*Acting Director*

Timothy J. Burke  
*Chairman*

Paul D. Foster  
*Vice-Chairman*

Consuelo Gonzales-Thornell  
*Treasurer*

Michael P. Monahan  
*Member*

Theodore Landsmark  
*Member*

Theresa Donovan  
*Assistant Secretary*



ONE CITY HALL SQUARE, BOSTON MASSACHUSETTS  
**SEPTEMBER 2014**

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# REQUEST FOR PROPOSALS

## **Boston Redevelopment Authority**

City of Boston  
Martin J. Walsh, Mayor

Boston Redevelopment Authority  
Brian Golden, Acting Director

Timothy J. Burke, Chairman  
Paul D. Foster, Vice Chairman  
Consuelo Gonzales-Thornell, Treasurer  
Michael P. Monahan, Member  
Theodore Landsmark, Member

Theresa Donovan, Assistant Secretary

Boston City Hall  
One City Hall Square, 9<sup>th</sup> Floor  
Boston, MA 02201-1007  
Tel: 617.722.4300

September 2014

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# REQUEST FOR PROPOSALS

## Avenue of the Arts Design Guidelines Study

The Boston Redevelopment Authority (BRA) is issuing a Request for Proposals (RFP) for a consultant team to prepare Design Guidelines ("the Guidelines") for the Avenue of the Arts in Boston. The study shall be completed in 4 months from the execution of the contract.

The BRA is requesting proposals from Consultant Teams that have experience in urban design, architecture, landscape architecture, environmental impact analysis, and development.

The consultant budget for the Avenue of the Arts Design Guidelines Study is \$150,000.

Execution of the contract will be contingent on availability of funds. If any respondent believes that any article in the attached contract requires modification or is otherwise unacceptable to the respondent, such respondent should indicate such in the response to this RFP. Otherwise, the terms of the attached contract, in its entirety, will be assumed to be acceptable.

### Request for Proposals Availability

This Request for Proposals is available starting on Wednesday, September 24, 2014, from the Office of the Executive Director/Secretary, Boston Redevelopment Authority, One City Hall Square, Room 910, Boston, MA 02201-1007, for a fee of One Hundred Fifty dollars (\$150.00). Checks should be made payable to the Boston Redevelopment Authority.

An informational conference will be held at the BRA on Monday, October 6, 2014, 2:00 p.m., in the BRA Board Room, 9<sup>th</sup> Floor, Boston City Hall. Attendance is not required.

### Proposal Submission Deadline

All responses to this Request for Proposals must be returned no later than 12:00 noon on Friday, October 24, 2014, to:

Assistant Secretary  
Boston Redevelopment Authority  
One City Hall Square, Room 910  
Boston, MA 02201-1007

**Fee proposals must be submitted under separate cover and in a sealed envelope. Absolutely no responses will be accepted after the due date and time. The BRA reserves the right to reject any or all bids. The award of this contract is subject to approval by the BRA Board.**

Theresa Donovan  
Assistant Secretary

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# SECTION I: PROJECT OVERVIEW

## BACKGROUND

The portion of Huntington Avenue located between Massachusetts Avenue and Longwood Avenue, also referred to as the “Avenue of the Arts”, is home to many of Boston’s greatest institutions dedicated to fine arts, architecture, music, theater, and education. These institutions include the Boston Symphony Orchestra, Boston University’s Huntington Theater Company, New England Conservatory of Music, Northeastern University, the Wentworth Institute of Technology, Massachusetts College of Art and Design, and the Museum of Fine Arts.

The Avenue of the Arts is a destination for residents and visitors alike, providing unparalleled opportunities for a wide range of cultural and educational activities. The Avenue benefits from superior transit and vehicular access, serviced by the MBTA Green Line trolley, numerous bus routes, and direct connections to both Downtown and points west via Huntington Avenue. Large volumes of pedestrians use the Avenue to access the many institutions at all times of the day.

In recent years, projects such as Building H at Northeastern University, the reopening of the Museum of Fine Arts Huntington Entrance, the new residence halls at MassArt and Wentworth, and the on-going construction of the Design and Media center at MassArt have shown the dedication of these institutions to embrace and enhance their shared resource of the Avenue of the Arts.

In addition, Northeastern, Wentworth, and the New England Conservatory have recently undertaken planning and permitting processes, through the Article 80 of the Boston Zoning Code, which will add approximately 1.7 million square feet of new space directly along the Avenue. Much of the planning recognized the importance of the Avenue and discussed the role individual projects could play in enhancing the experience of the street. The zoning entitlement granted through the Article 80 process for many of these institutional projects only defined general parameters such as use, square footage, FAR, and maximum height. The final location and appearance of future buildings, open spaces, and the public realm will be subject to Article 80B Large Project Review at such time in the future that individual projects move forward.

## GOALS AND OBJECTIVES

The objective of the Avenue of the Arts Design Guidelines is to provide clear direction to individual projects as they progress from a conceptual stage into the Article 80B Large Project Review process. They should result in a set of physical design parameters and standards which will help the City and the institutions along Huntington Avenue achieve a high quality and pedestrian oriented public realm and urban environment. They will identify ways to enhance the physical quality and character of the area and define ways to balance individual institutional identity and the definition of the Avenue of the Arts more broadly.

Over the past 10 years, in response to the City’s request for institutions to house more of their students on campus, several tall buildings have appeared along the south side of the Avenue of the Arts. The Design Guidelines will analyze this evolving development pattern along Huntington Avenue and provide a rational framework for how tall buildings can be used to provide identity, orientation, and physical definition to the Avenue of the Arts, both as a “skyline” and as a “ground-plane” experience.

While the areas surrounding the Avenue of the Arts will be analyzed and understood for context, the goal of the study will be to provide detailed Design Guidelines for parcels which front onto Huntington Avenue or have a significant presence in the area. The Guidelines will address urban design issues such as setbacks, massing, building orientation, open space, relationship to context, and environmental impacts. The various components of the public realm, including landscape, streetscape elements, signage, and lighting will also be addressed. In addition, the Guidelines should analyze possible future building sites along the corridor regarding their potential uses or densities.

The Design Guidelines should address six (6) major tasks and outcomes, which are subject to modification based on conversations with the BRA staff. These are described in greater detail in Section II.

1. Analyze the existing conditions, including land uses, urban patterns, building heights and setbacks, building and landscape materials, street wall continuity, and other “patterns of place” that define the Avenue of the Arts.
2. Analyze all proposed or permitted projects within the study area, either within Institutional Master Plans, Planned Development Areas, or other zoning entitlement.
3. Explore alternate massing, site configurations, and public realm scenarios within the entitlement envelopes of the existing zoning for sites within the study area; alternatives should maximize the quality of the public realm and highlight the potential for enhancing the identity of the Avenue of the Arts.
4. Identify preferred massing strategies, site configurations, and public realm scenarios within the entitlement envelopes of the existing zoning for sites within the study area.
5. Identify urban design principles and develop design guidelines to support the vision and goals for the Avenue of the Arts.
6. Provide an analysis of other potential future building sites in the area regarding their potential uses, densities, or site configurations.

The outcome of these design guidelines should be greater clarity regarding the overall form of the Avenue of the Arts as a recognizable precinct within the broader cityscape while still allowing for individual institutional identity. Rarely since the original establishment of Huntington Avenue has so much development been anticipated, providing an opportunity to strengthen and redefine its character and quality.

## **HISTORIC CONTEXT AND INSTITUTIONAL DEVELOPMENT**

The history and evolution of Huntington Avenue, and the institutions that stretch along its length, has heavily influenced the area’s current character and defines the many urban design challenges that we face today.

In the late 1800’s, this area of Boston was most established along Longwood Avenue at the intersections of Parker Street to the east and Brookline Avenue to the west. The Mission Church and School, breweries, and fine-grained residential streets organized themselves along the street grid geometry established by these streets, while large tracts of vacant land surrounded the newly created Back Bay Fens, existing railway yards, and Huntington Avenue Base Ball Grounds.

The layout of Huntington Avenue cut diagonally through this area, diverging from the geometry of the South End at Gainsborough Street and headed through primarily undeveloped tracts of land toward the intersection of Francis Street and Tremont Street (see attached Brophy map). As development occurred over time, two distinct conditions evolved.

Between Gainsborough Street and Parker Street, rows of townhouses, the Boston Opera House, and a large storage warehouse created a strong streetwall along the north side of the new Avenue. The relocation of the Museum of Fine Arts from Copley Square to Huntington Avenue and the establishment of Northeastern University’s campus provided further definition to the street, accompanied by a distinct formality based on their Beaux-Art approaches to buildings and open spaces.

West of the Museum of Fine Arts, new development followed the existing city grid established by Longwood Avenue and Parker Streets, including the establishment of the iconic main buildings at the Wentworth Institute of Technology. In this area, buildings have historically lacked a sense of

formality or relationship to the Huntington Avenue grid orientation. A number of small, odd triangular open areas were created where the two grid systems collided and only recently have some of these leftover spaces been developed with small buildings which front onto Huntington Avenue.

The Avenue of the Arts is dominated by five institutions, each of which has recently undertaken significant planning and/or development initiatives. While the consultant should become fully aware of their strategic and development goals, a brief summary for each institution follows.

#### **Museum of Fine Arts**

In recent years, the Museum of Fine Arts has reestablished its strong relationship to Huntington Avenue through the reopening of the Huntington Entrance and completing the new Art of the Americas Wing. Additional projects in the future include the infilling or enclosing of the west courtyard, a new wing on the west side of the museum, upgrades to the School of the MFA, a new underground parking facility, and landscape upgrades (see PDA No. 63). Cumulatively, these projects will have a significant impact on the image and character of the Avenue of the Arts.

#### **Northeastern University**

Northeastern University's Institutional Master Plan (IMP) was recently approved by the BRA Board and included in excess of 2 million gross square feet of new space for academics, student life, housing, and athletics throughout their campus. Several of these projects occur directly along the Avenue of the Arts, including redevelopment of the Cabot, Cargil, Stearns, Kariotis, and Burstein-Rubenstein sites. The replacement of these existing buildings, some of which are part of the iconic and recognizable white brick and vertical-window style established with the original campus buildings, will provide new opportunities to define the character of the public realm along most of Northeastern's Huntington Avenue frontage. The IMP also identifies landscape improvements to the Krentzman Quadrangle.

#### **Wentworth Institute of Technology**

The Institutional Master Plan for Wentworth includes fairly modest changes along Huntington Avenue. The most significant project, the redevelopment of a small triangular lot in to a new residence hall at 525 Huntington Avenue, has just been completed. However, Wentworth is the proponent for the redevelopment of Sweeny Field at 500 Huntington Avenue into a 650,000 square foot research and academic complex (see PDA No. 93). The project, as proposed, includes a tower located along Parker Street and a low-rise building along Huntington Avenue. The project has obtained concept approval during the PDA process and will not only create opportunities to transform the Avenue of the Arts, but redefine a key parcel in the heart of the area.

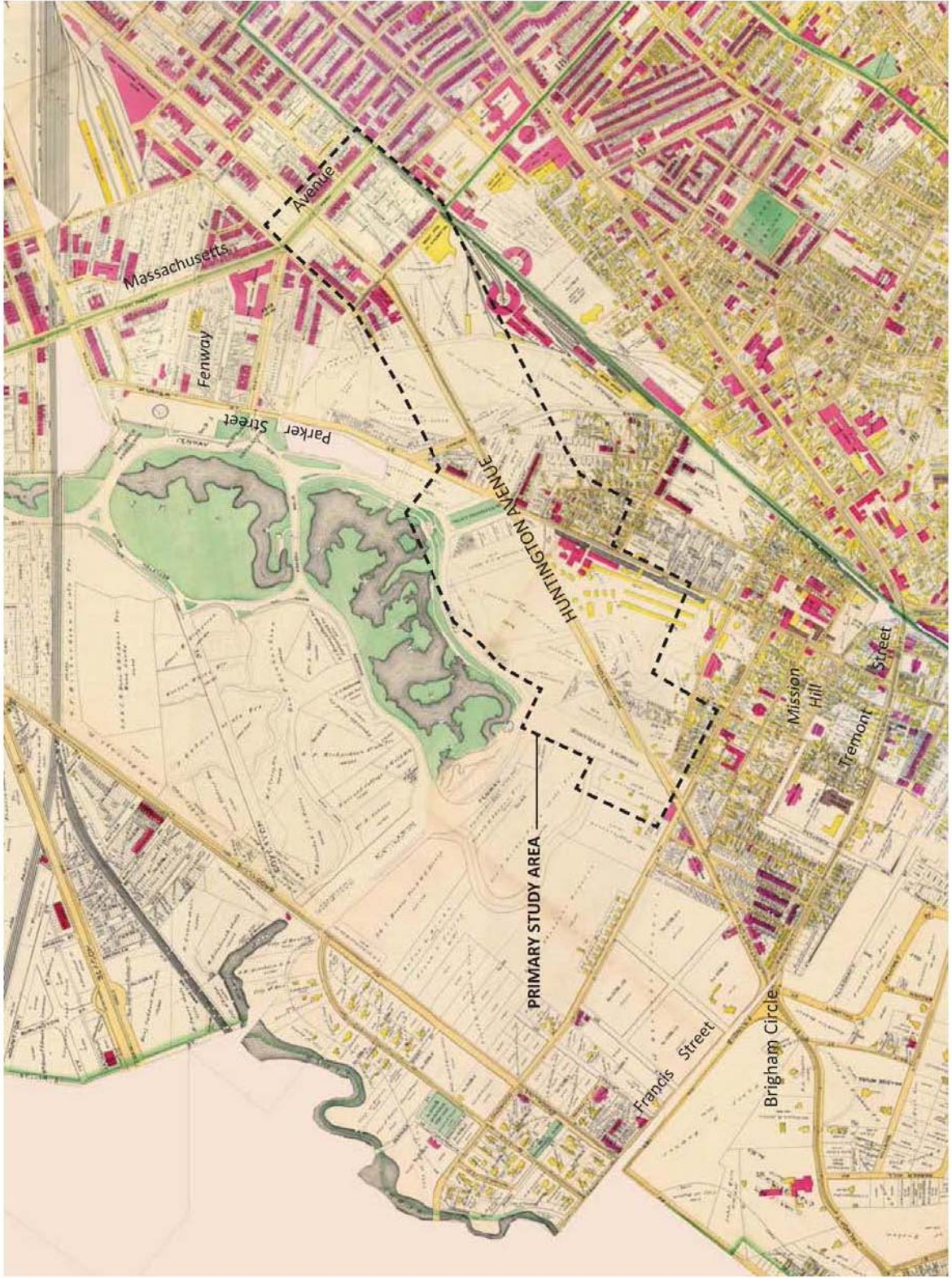
#### **New England Conservatory of Music**

The New England Conservatory of Music sits at the eastern edge of the Primary Study Area at the point where Huntington Avenue turns to align with the grid of the South End. The development program defined in their Institutional Master Plan consists of a two-phase project which will replace the existing residence hall at 33 Gainsborough and infill an existing parking lot on St. Botolph Street. The project will contain performance spaces, academic spaces, and a new residence hall tower. It has received Large Project Review approval and Phase 1 is currently progressing toward construction. Phase 2 will sit directly on the Avenue of the Arts and replace an existing solid brick wall with an open and transparent façade.

#### **Massachusetts College of Art and Design**

The Massachusetts College of Art and Design sits at the western edge of the Primary Study Area. Its recently completed Tree House Residence Hall not only quickly become a recognizable icon for the institution, but is the first recently constructed residence hall which aligns with the Parker Street grid. The construction of the Design and Media Center will locate a major entry to the campus along Huntington Avenue, as well as provide a distinctly open and transparent architectural expression to balance the more foreboding main building.





**Avenue of the Arts Design Guidelines Study: Historic Map, Bromley 1890**



## **STUDY AREAS**

The Primary Study Area will extend along Huntington Avenue from Massachusetts Avenue to Longwood Avenue and include the institutional areas immediately surrounding Huntington Avenue. The Context Study Area should take into consideration a broader section of the City which includes parts of the Fenway, Mission Hill, Back Bay, and South End communities.

## **PUBLIC PARTICIPATION IN THE STUDY**

Although the Article 80 process which led to the existing zoning entitlement has already included an extensive forum for public review and comment, additional public engagement will occur to solicit feedback for the Design Guidelines. A minimum of three public meetings should be held in the community to present the findings and analysis, share the draft studies, and gather comments before developing the final guidelines. Individual and group meetings with the institutional and private landowners should occur throughout the process.

We request that proponents include in their submissions a section addressing their experience with public processes and their ideas about useful and manageable approaches to public involvement in this study.

## **CONSULTANT TEAM: COMPOSITION & RESPONSIBILITY**

The consultant team must be comprised of professionals who do not have any active involvement or current participation with development entities in the Primary Study area.

The consultant team shall be multi-disciplinary with an Urban Design firm as the lead. It must include an architect, landscape architect, environmental impact analysis, and other sub-consultants, as deemed appropriate by the team. The BRA reserves the right to suggest additional consultants to the team that is selected.

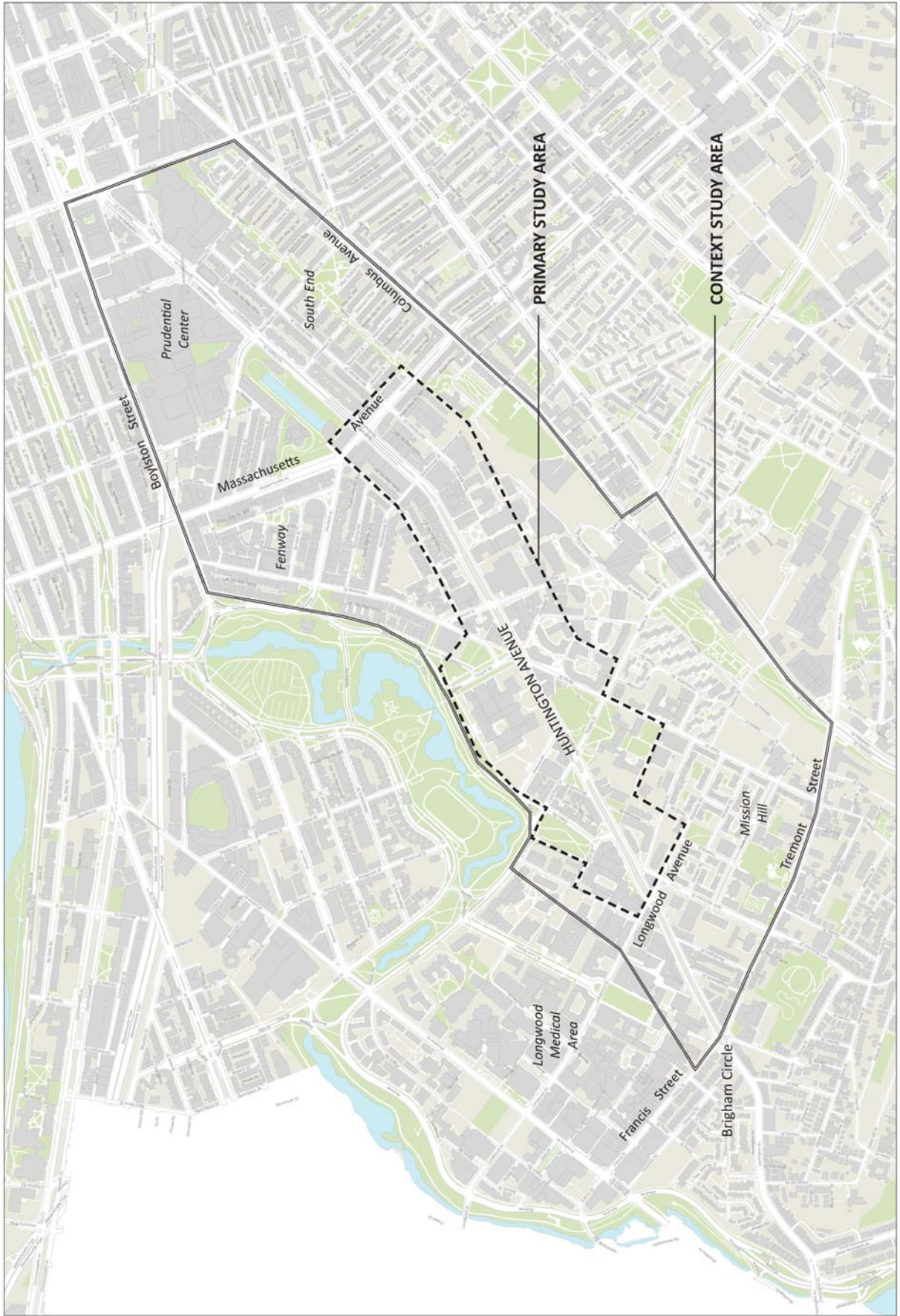
The consultant team must include all the relevant expertise to develop, test, and articulate the tradeoffs between alternate development scenarios for the Avenue of the Arts to make final recommendations to the BRA that will encourage development that benefits and enhances the experience of the Avenue. The consultant team will work closely with the BRA staff.

While the consultant team will meet with the BRA staff on a regular basis, it will also be required to make presentations at the public meetings. Attendance for the full or partial team at meetings with the BRA, the public, or other stakeholders will be determined in consultation with the BRA.

## **SUPPLEMENTAL STUDIES**

As part of analyzing prior studies and existing conditions, the consultant is to become familiar with the details of the Institutional Master Plans for Northeastern University, Wentworth Institute of Technology, and the New England Conservatory of Music. In addition, the contents of Planned Development Area No. 63 (Museum of Fine Arts) and Planned Development Area No. 93 (Wentworth Institute of Technology) must be reviewed and understood. All documents are available via the BRA website at <http://www.bostonredevelopmentauthority.org>. Information for the Massachusetts College of Art and Design can be found through the Massachusetts Division of Capital Asset Management and Maintenance at <http://www.mass.gov>.





# Avenue of the Arts Design Guidelines Study Areas

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## SECTION II: SCOPE OF SERVICES

### DEVELOPMENT OF STUDY

The Avenue of the Arts Design Guidelines Study should result in a set of physical design parameters and standards which will help the City and the institutions along Huntington Avenue achieve a high quality and pedestrian oriented public realm and urban environment.

The Scope of Services contained in this RFP consists of six (6) categories and their respective tasks/work products, which will be prepared by the consultant team. The categories are expanded upon in detail, however, it is expected that the selected consultant team and the BRA will work together to refine/revise the Scope of Services and work plan prior to execution of the contract. The Scope of Services outlines the prioritized tasks based upon the best understanding of BRA staff, though modifications to the scope are welcomed depending on the proposed approach of the selected consultant team. Even though the design guidelines have an urban design focus, the outcome will need to provide direction regarding the architectural, landscape, and environmental issues that will be part of the Article 80 Large Project Review process. The Avenue of the Arts Design Guidelines Study will include:

- Task 1. Analysis of the existing conditions, both within the Context Study Area and Primary Study Area.
- Task 2. Analysis of all proposed or permitted projects within the Context Study Area and Primary Study Area, either within Institutional Master Plans, Planned Development Areas, or other zoning entitlement.
- Task 3. Exploration of alternate massing, site configurations, and public realm scenarios within the entitlement envelopes of the existing zoning for sites within the study area; alternatives should maximize the quality of the public realm and highlight the potential for enhancing the identity of the Avenue of the Arts.
- Task 4. Identification of preferred massing strategies, site configurations, and public realm scenarios within the entitlement envelopes of the existing zoning for sites within the study area.
- Task 5. Articulation of urban design principles and development of design guidelines to support the vision and goals for the Avenue of the Arts as a unique district within the City.
- Task 6. Analysis of other potential future building sites regarding their potential uses, densities, or site configurations.

The consultant will be required to have knowledge and expertise in the following areas:

- Familiarity with Boston's public realm, planning, and urban design, particularly relative to institutional development within established neighborhoods and districts.
- Familiarity with the planning history of major institutions along Huntington Avenue.
- Familiarity with the goals and vision which led to the establishment of the "Avenue of the Arts" designation.
- Ability to demonstrate excellence in urban design, architecture, landscape architecture, and environmental impacts, with a proven track record of integrating these disciplines.
- Form-based design guidelines and zoning.
- Graphic representation and communication of urban design, planning, and environmental concepts.
- Highly proficient in 3-D modeling software (BRA's digital model to be supplied) to be used for scenario testing/modeling and for evaluation of environmental conditions (wind, shadow).
- Understanding of Boston's Complete Streets Guidelines.

## SCOPE OF SERVICES/TASKS

Respondent teams are asked to review the outlined Scope and prepare a written and graphic response to the RFP that conveys their qualifications, relevant project experience, how the team would approach this effort, and any proposed modifications/alterations to this Scope.

The successful respondent team will be required to provide a full range of spatial analysis, urban design, landscape, environmental skills to complete the tasks as described. The team must be led by a Project Manager with expertise and practical experience in managing such a multi-disciplinary consultant team to a successful outcome within tight time and budgetary constraints. The six task categories are outlined below in greater detail.

Prior to commencing the tasks and sub-tasks listed below, the consultant should put forth an adequately detailed schedule for study design and development. This should include a plan for involvement of staff (consultant and BRA), an estimate of the amount of time required in preparation and development, an estimate of meetings and potential attendees, a draft work plan for the entire project, and a draft schedule. Due to the condensed timeframe for the development of the Guidelines, the consultant team should anticipate a high degree of coordination and collaboration with BRA staff, particularly during Tasks 3 and 4.

### Task 1. Analysis of existing built conditions

Sub-task 1.1: Prepare a general existing conditions analysis of the entire Context Study Area, as defined on the attached map. The study of this area should provide a broad description of the various uses, building typologies, urban patterns, open spaces, and defining characteristics of the districts and neighborhoods.

Sub-task 1.2: Prepare a detailed existing conditions analysis of the Primary Study Area, including but not limited to: specific uses, locations of entries, building heights and setbacks, building and landscape materials, street wall continuity, and other “patterns of place” that define the Avenue of the Arts. Consideration should be given to ensure that the material is presented in a clear, concise manner and is easily understood by the public. The analysis should also comment on those deficiencies or problems which new development may be able to improve or alleviate.

#### *Deliverables:*

Item 1.1: Report on Existing Conditions, including a summary of the opportunities and challenges of the two study areas. The report should be comprised of narrative, graphic analysis, and photo documentation.

### Task 2. Analysis of proposed or permitted projects

Sub-task 2.1: Prepare an analysis of the BRA Board approved projects within the Context Study Area and Primary Study Area. This analysis shall include not only projects which have received Article 80B Large Project Review approval, but other entitlements granted through Article 80C and Article 80D of the Boston Zoning Code. Underlying zoning for other areas should be included. Projects at the Massachusetts College of Art and Design (not subject to Article 80 review and approval) should also be included.

Sub-task 2.2: Create 3-D Digital Model of the Context Study area which includes all existing and permitted projects. The Consultant will work with multiple departments within the BRA and the City of Boston. The BRA will provide the base files (AutoCAD) but the files will need to be verified and updated to reflect the current conditions in the study area. The model will be used in the later tasks to test alternate scenarios.

*Deliverables:*

Item 2.1: 3D digital model of the Context Study Area, including all permitted projects as verified under Sub-task 2.2. Files must be submitted in .skp (SketchUp) and/or .dwg (AutoCAD) formats.

Item 2.2: Summary report of analysis of permitted and approved projects with special focus on the relationships between projects at different institutions.

Item 2.3: Public meeting #1; purpose of the meeting is to introduce consultant team to stakeholders and residents, describe the process for the undertaking and completion of the Guidelines, provide a summary of the existing conditions analysis, and solicit feedback.

**Task 3. Study of Alternate Massing, Site Configurations, and Public Realm Scenarios.**

Sub-task 3.1: Within the existing permitted zoning envelopes, prepare alternative massing and site configuration studies which address any opportunities or challenges identified in Tasks 1 or 2. Studies should explore building typologies and configurations, setbacks, heights, open space, environmental impacts, and other factors. Although the massing and site configuration may differ from conceptual illustrative plans provided in IMP or PDA documents, the overall size of permitted projects (total square footage, number of student beds, etc.) should be maintained during the studies.

This task will involve the creative use of the existing conditions data and the consulting firm's design expertise and experience to help create development options for the study area. The consultants will work closely with the BRA staff to help generate design alternatives.

Sub-task 3.2: Review the impacts or benefits of the various alternatives on the public realm. Also develop overall public realm concepts that articulate a vision and for pedestrian circulation along the Avenue and across the various campuses and institutions in the Primary Study Area.

Sub-task 3.3: Analyze alternate massing approaches relative to the overall urban form within the Primary Study Area. Analysis should include, but not limited to, evaluation of skyline form and tall buildings, orientation of tall buildings in relation to Huntington Avenue, and the rhythm of open spaces along the corridor.

Sub-task 3.4: Develop a system to evaluate the benefits and challenges for each of the alternative massing and site configuration scenarios. The positive and negative impacts of each proposal must be evaluated quantitatively and qualitatively. The combination of option generation and assessment will then be used to create a list of strategic recommendations for future developments.

*Deliverables:*

Item 3.1: Urban Design Alternatives: Renderings, illustrations, design studies, and diagrams depicting a range of massing alternatives, site configurations, and public realm scenarios along the Avenue of the Arts within the Primary Study Area. Any graphics or commentary associated with Sub-task 3.3 should be included in the urban design alternative discussion.

Item 3.2: Architectural Design Alternatives: Graphic and written summary of alternative approaches to building and landscape materials, details, and forms of architectural expression along the corridor. Emphasis should be placed on evaluating a range of alternatives and their impact on the character of the public realm and comprehension of the Avenue of the Arts as a unique district.

Item 3.3: Wind and shadow impact studies. Wind studies may be done using a qualitative computer modelling technique. Before beginning environmental studies, the consultant must meet with BRA staff to confirm the study area and testing criteria.

Item 3.3: Evaluation matrix or comparison which describes each proposed alternative.

Item 3.4: Public Meeting #2; purpose of the meeting is to describe in detail the various scenarios to stakeholders and residents and to solicit feedback.

#### **Task 4. Provide preferred massing strategies, site configurations, and public realm scenarios for sites within the Primary Study Area**

Sub-task 4.1: Based on review of the evaluation matrix and feedback from Public Meeting #2, develop a proposal for preferred massing strategies, site configurations, and public realm scenarios. The preferred alternatives may be based solely on an alternatives developed in Task 3, or may be hybrids which select criteria or solutions from various alternatives.

##### *Deliverables:*

Item 4.1: Urban Design: Renderings, illustrations, design studies, and diagrams depicting the preferred massing strategies, site configurations, and public realm scenarios for the Avenue of the Arts within the Primary Study Area.

Item 4.2: Architectural Design: Graphic and written summary of the preferred approach to building and landscape materials, details, and preferred forms of architectural expression along the corridor. Emphasis should be placed on discussing the role of materials and other architectural elements on the character of the public realm and comprehension of the Avenue of the Arts as a unique district.

Item 3.3: Wind and shadow impact studies. Wind studies may be done using a qualitative computer modelling technique.

#### **Task 5. Articulate urban design principles and develop design guidelines.**

Sub-task 5.1: Using the preferred alternative as a reference, develop a set of urban design and architectural principles which serve as the foundation and rationale for the design guidelines.

Sub-task 5.2: Outline a vision for the physical characteristics of the Avenue of the Arts

Sub-task 5.2: Develop a set of graphic and written design guidelines which serve to illustrate the outcomes of the study and provide a clear description of the physical design preferences for the Avenue of the Arts. The guidelines will inform and assist property owners as they move forward with projects in the future. The guidelines will translate the vision of the corridor into a desired outcome, as defined by the institutions, residents, and city officials.

##### *Deliverables:*

Item 5.1: Draft Design Guidelines Study based on the preferred massing strategies, site configurations, and public realm scenarios.

Item 5.2: Public Meeting #3; purpose of the meeting is to summarize the evaluation and selection of the preferred massing strategies, site configurations, and public realm scenarios. A discussion of the translation into a vision, principles, and guidelines should occur, using the draft format of the final Design Guidelines.

#### **Task 6. Provide an analysis of other potential future building sites**

Sub-task 6.1: Review additional sites within the Primary Study area which may not be currently included in an Institutional Master Plan or PDA area or other planning document, yet will likely be redeveloped in the future.

##### *Deliverables:*

Item 6.1: Written and graphic analysis of alternate sites, describing how site would relate to broader vision for the Avenue of the Arts. The principles and design guidelines should be applied to these sites and a potential massing concept developed for each location.

Item 6.2: Final Design Guidelines Study

All deliverables will become property of the BRA.

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## PROJECT SCHEDULE

*The anticipated schedule is tentative.*

Advertise RFP September 24, 2014  
RFP Available September 24, 2014  
Bidders Conference 2:00 p.m., October 6, 2014  
Proposals Due at BRA 12:00 noon, October 24, 2014  
Short List Firms Visit/Interview at BRA, November 3 - November 7  
Select Consultant and take to BRA Board November 13, 2014  
Contract Award December 1, 2014  
Completed Avenue of the Arts Design Guidelines Study April 2015

The Consultant is responsible for submitting one (1) unbound and reproducible, master hard copy and one (1) digital format file (format tbd) of the Avenue of the Arts Design Guidelines Study no later than five (5) months after contract execution date.

The Consultant is also responsible for providing fifteen (15) bound hard copies of the Avenue of the Arts Design Guidelines Study, including maps, graphics and illustrations to the BRA for distribution to City Agencies.

The Consultant will prepare all public visual presentations in hardcopy and digital files which can be easily transferred to BRA for its use.

The Consultant will submit a reproducible and digital copy of all maps, graphics slide presentations, surveys and photographs to the BRA. Hard copies of presentation materials, such as display boards, slides, videos, etc, shall be submitted to the BRA.

All deliverables will become the property of the BRA.



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## SECTION III: PROPOSAL SUBMISSION & EVALUATION

### PROPOSAL SUBMISSION REQUIREMENTS

Each respondent must submit one original sealed proposal, one digital file/pdf on a CD/DVD and ten (10) hard copies of the proposal no later than 12:00 Noon on October 24, 2014, at which time all planning proposals will be opened. No proposals sent solely in electronic format will be accepted.

Proposals should be addressed as follows:

TO: Assistant Secretary  
Boston Redevelopment Authority  
One City Hall Square, Room 910  
Boston, MA 02201-1007

Submit your Proposal package without fee proposal, and attach the following label:

FROM: Respondent's name and address  
RE: Response to the Avenue of the Arts Design Guidelines Study RFP

*Under a separate cover and in a sealed envelope*, submit your original Fee Proposal and two (2) copies, using the Consultant Fee Proposal Form provided in Exhibit A, and label it as follows:

FROM: Respondent's name and address  
RE: Fee Proposal for the Avenue of the Arts Design Guidelines Study RFP

Any proposal received after the date and time specified above will not be considered.

### PLANNING PROPOSAL SUBMISSION

The proposal submission to this RFP should detail how the respondent proposed to carry out the tasks articulated in Section II: Scope of Services. It should also contain the following information on the qualifications and experience of the respondent's firm and key personnel and attest to the respondent's compliance with applicable laws.

#### Approach

The Primary Consultant should describe the approach to the entire planning process, including the roles of the sub-consultants. Respondents should demonstrate a thorough understanding of the Scope of Services and the expertise and capacity to conduct the planning process as outlined in the scope. Respondents should address the following issues as outlined below:

1. Describe in detail how you would propose to carry out the tasks defined in Section II: Scope of Services that will best enable the BRA to obtain the desired work products in the suggest 4 month schedule.
2. For each task in the Scope of Services, describe any suggested revisions or modifications to the task description or scope, timing, and description of interim and final products, if applicable.
3. Describe your role as the Primary Consultant, the rest of the consultant team, the BRA, and other potential agencies or constituents, as applicable.

#### Consultant Services Contract

By submitting a proposal in response to this RFP, the respondent agrees that if the BRA selects such respondent to perform the work, the respondent will, upon such selection, execute a contract in substantially the form of the contract attached hereto as Exhibit F. Execution of the contract will be

contingent on availability of funds. If any respondent believes that any article in the attached contract requires modification or is otherwise unacceptable to the respondent, such respondent should so indicate in the response to this RFP. Otherwise, the terms of the attached contract, in its entirety, will be assumed to be acceptable.

### **Respondent Information**

#### *Respondent's Name and Organizational Structure*

Identify the name, address, telephone number, facsimile number, and email address of the respondent and the names of the principals of the respondent. Specify as to whether the respondent is a corporation, partnership, joint venture, individual, or otherwise.

1. Corporate Data (if applicable). Provide the incorporation date and where the respondent is incorporated. If not incorporated in the Commonwealth of Massachusetts, specify whether the respondent is licensed/authorized to do business in the Commonwealth of Massachusetts. Provide names of all officers and respective titles.
2. Partnership Data (if applicable). Provide the date the partnership was organized. Provide the name and address of each partner and whether he/she is a general, limited, special, or other kind of partner. Also provide the names and addresses of all parties who have direct or indirect interests in the partnership.
3. Joint Venture Data (if applicable). Provide the date the joint venture was organized. Provide the name and address of each joint venturer in joint venture. Also provide the names and addresses of all parties who have a direct or indirect interest in the joint venture.

#### *Description of Respondent's Business*

Briefly describe the principal business that the respondent is engaged in and the number of employees employed by the respondent by professional discipline, number and location of offices. Indicate, if applicable, from which office the services will be performed.

#### *Key Personnel*

Specify the name(s) of the member(s) of the respondent's staff who will have primary responsibility for performing and managing the services and other key senior staff who will be assigned to the contract. Provide copies of the resumes of such personnel, including identification of professional licenses and certifications, and a list of similar projects performed or managed by such personnel.

#### *Contact Person*

Provide the name, address, telephone number, facsimile number, and email address of the primary contact person who will be responsible for responding to questions regarding the respondent's proposal.

#### *Minority and Female Participation*

If applicable, state the number and percentages of minorities and women, by professional level, in the respondent's work force. Also indicate whether the respondent is an MBE or WBE.

#### *Experience of the Respondent*

- Describe generally any relevant experience that the respondent and its principles have had in connection with the provision of services similar to the services being requested by this RFP and any other relevant activities. Include the substantive nature of comparable contracts; the experience of members of the team in working on similar projects; the record of the members of the respondent's team for timely performance; and experience in assembling and coordinating multi-disciplinary planning teams and overseeing sub-consultants.
- Describe any recent project(s) that the respondent has completed that would evidence its ability to achieve the objective of this RFP.

- Provide examples of work products similar to that requested in this Scope of Services, including reports, documents, pamphlets or other items illustrating the use of graphics in explaining urban planning issues.

#### Competing Commitments

Describe the means by which adequate and timely attention to this project will be assured. Other outstanding contracts that may require the attention of the respondent should be identified.

#### References

Provide names, titles, and telephone numbers of at least three (3) references for the respondent to substantiate the respondent's summary of qualifications and experience relevant to this project. Indicate the relationship between the people listed and the professional work of the respondent.

#### Additional Information

1. Complete and submit the Statement of Qualifications, attached hereto as Exhibit B.
2. Complete and submit the following legal forms with the Proposal: Non-Collusion Form (Exhibit C), Certificate of Tax, Employment Security and Contract Compliance (Exhibit D), and Certificate of Child Care (Exhibit E).

#### **FEE PROPOSAL SUBMISSION**

The Fee Proposal submission should take into consideration a not-to-exceed fee up to one hundred fifty thousand dollars and 00/100 (\$150,000.00) for the provision of services. The submitted total not-to-exceed fee should be based upon an amount equal to the respondent's proposed hourly rate for each person or job level from the respondent's staff that is relevant to the performance of services under the contract multiplied by an estimate of the level of effort the respondent expects will be required in connection with the performance of services, plus the respondent's estimated expenses. The Fee Proposal must be submitted under separate cover and in a sealed envelope. The Fee Proposal should be submitted on the Consultant Fee Proposal Form, attached hereto as Exhibit A.

#### **EVALUATION AND SELECTION CRITERIA**

The BRA and other city agencies will review all proposals in accordance with the criteria, procedures, submission requirements, and other information outlined in this RFP. After receipt of the proposals, the BRA may, at its discretion, interview one (1) or more respondents for the Primary Consultant with sub-consultant positions, during which time such respondent will have the opportunity to present its proposal and respond to questions.

A contract will be awarded based on the selection of the most favorable proposal of services and the quality and level of experience. The criteria for determining the most favorable proposal will include, but not be limited to, the following:

##### A. Minimum Threshold Requirements

All proposals shall be evaluated on the basis of the following criteria:

1. Whether proposals include all documentation specified under Proposal Submission Requirements (in Section III) and meet the submission deadline.
2. As of the date of the proposal submission, the respondent must have been operating as a business for at least one year continuously under the same name.
3. The respondent must not be experiencing any financial problems that might render it unable to complete performance of the work.
4. The respondent must demonstrate that it has adequate insurance and an appropriate risk management strategy.

5. The BRA shall have determined that the respondent is in compliance with all applicable statutes governing conflict of interest.
- B. Comparative Evaluation Criteria
1. *Qualifications and Experience*
    - a. Experience, qualifications, and level of commitment of the respondent in providing assistance in preparing comparable urban design analysis, visioning, architecture, landscape architecture, public realm, place making, and environmental analysis.
  2. *Technical Qualifications*
    - a. Quality of written proposals and any oral presentations.
    - b. Computer graphics and other technical resources and capabilities of the firm.
  3. *Response to the Scope of Services*
    - a. The respondent's extensive and thorough understanding of the scope of services, as demonstrated by the respondent's creative 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.
  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 principals in similar projects.
    - d. Familiarity with Boston land uses, urban design, environmental impact analysis, and institutional development in established neighborhoods.
    - e. Whether the consultant team includes MBEs and/or WBEs.
  5. *Allocation of Resources and Schedule*
    - a. The respondent's allocation of resources to priority work items.
    - b. Realistic and detailed schedule.

## MISCELLANEOUS

1. The BRA reserves the right to postpone or withdraw this RFP; to accept or reject any and all proposals; to modify or amend the terms of this RFP prior to the receipt of proposals or to waive any requirement of this RFP with respect to all respondents; to hold discussions regarding the terms of any proposal received in response to this RFP; all as the BRA may deem to be in the best interest of the BRA and/or the City of Boston.
2. Any and all costs incurred by any respondent in responding to this RFP or in otherwise developing proposals are entirely the responsibility of such respondent and shall not be reimbursed in any manner by the BRA.
3. The BRA shall make a decision regarding the submitted proposals within thirty (30) days from October 24, 2014.
4. Execution of a contract between the BRA and the selected Consultant Team will be contingent on the availability of funding.

5. The BRA shall not have any liability to any respondent except pursuant to the terms of a written contract duly executed and delivered by the BRA and such respondent.
6. All proposals and other documents and materials submitted by a respondent in support of its proposal shall be retained by the BRA and become the property of the BRA.
7. The provisions of this RFP are severable and if any provision or provisions shall be determined to be illegal or invalid by a court of competent jurisdiction, such determination shall not impair or otherwise affect any other provision of this RFP.
8. The respondent's proposed consulting fee will also be considered in the review of proposals. However, this RFP will not be awarded based solely on price.
9. The selection of the Consultants is subject to the approval by the BRA Board.
10. The final selection of all Subconsultants shall be subject to prior review and written agreement by the Authority's Director. The BRA reserves the right to amend the subconsultant selection at its discretion in consultation with the selected consultant.

All questions of a procedural nature regarding this RFP should be directed to:

**David Grissino, Senior Architect/Urban Designer**  
**Boston Redevelopment Authority**  
**One City Hall Square, 9<sup>th</sup> Floor**  
**Boston, MA 02201**  
**T 617-918-4436**  
**david.grissino@boston.gov**

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## SECTION IV: EXHIBITS

- Exhibit A: Consultant Fee Proposal Form
- Exhibit B: Statement of Qualifications
- Exhibit C: Non-Collusion Form
- Exhibit D: Certificate of Tax, Employment Security, and Contract Compliance
- Exhibit E: Certificate of Child Care Compliance
- Exhibit F: Consultant Services Contract
- Exhibit G: Scope of Services
- Exhibit H: Hourly Rates and Other Charges
- Exhibit I: Nondiscrimination and Affirmative Action
- Exhibit J: Certificate of Compliance with Laws



### EXHIBIT A: CONSULTANT FEE PROPOSAL FORM

This form must be submitted in a separate sealed envelope labeled FEE PROPOSAL and addressed as follows:

Boston Redevelopment Authority  
 One City Hall Square, Room 910  
 Boston, MA 02201-1007

ATTN: Assistant Secretary

SUBMITTED BY:

NAME	
FIRM	
ADDRESS	
TELEPHONE / FAX	

Under the conditions set forth by the BRA, the accompanying proposal is submitted to assist in the preparation of the Avenue of the Arts Design Guidelines Study.

The total fee proposal is \$ \_\_\_\_\_

Consultant/ Subconsultant Staff Name/Job Level	Hourly Billing Rate	Estimated Number of Hours

If additional space is needed, attach 8-1/2" x 11" sheets.

Total Estimated Expenses \$ \_\_\_\_\_

**EXHIBIT B: STATEMENT OF QUALIFICATIONS**

SUBMITTED TO:

Boston Redevelopment Authority  
One City Hall Square, 9th Floor  
Boston, MA 02201-1007

ATTN: Assistant Secretary

SUBMITTED BY:

NAME FIRM
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All questions must be answered by the consultant in order for this qualification form to be properly submitted to the Boston Redevelopment Authority (BRA). The consultant must demonstrate that he/she has the financial and human resources immediately available to complete a given project on time and in a professional manner. The BRA will regard this statement as an accurate portrayal of the consultant's qualifications and any discrepancy between these statements and any other investigation may result in the proposal being rejected. If additional space is needed, attach 8-1/2" x 11" sheets.

Project Name: **Avenue of the Arts Design Guidelines Study**

Company Information:

1. Name of Organization: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Telephone: \_\_\_\_\_
4. FAX Number: \_\_\_\_\_
5. President's Name: \_\_\_\_\_
6. Secretary's Name: \_\_\_\_\_
7. Treasurer's Name: \_\_\_\_\_
8. How many years has your firm been in business under this name?  
\_\_\_\_\_ years
9. Is your firm a Commonwealth of Massachusetts Corporation?  
Yes \_\_\_\_\_ No \_\_\_\_\_
10. Total number of employees in the firm?  
\_\_\_\_\_ (Number)
11. Does your firm have a published affirmative action policy?  
Yes \_\_\_\_\_ No \_\_\_\_\_
12. Are your principal offices located in the City of Boston (Suffolk County)?  
Yes \_\_\_\_\_ No \_\_\_\_\_
13. Is your firm listed as a "Minority Business Enterprise" or "Women Business Enterprise" with the City of Boston?  
Yes \_\_\_\_\_ No \_\_\_\_\_
14. Does your firm currently have Professional Liability Insurance?  
Yes \_\_\_\_\_ No \_\_\_\_\_
15. If you answered "YES" to Question 14, what is the maximum limit of the Insurance policy?  
\$ \_\_\_\_\_
16. Does your firm find acceptable the terms and conditions of a BRA Contract (sample enclosed)?  
Yes \_\_\_\_\_ No \_\_\_\_\_

Company Experience:

17. What is the total number of Similar Planning Projects as listed in the Request for Proposals that your firm is currently working on?
- \_\_\_\_\_ (Number)
18. What is the estimated value (\$) of the similar planning projects listed under Question 17?
- \$ \_\_\_\_\_
19. Has your firm designed projects in accordance with the Massachusetts Competitive Bidding Laws (e.g., M.G.L. Chap. 30, 30B, 40 and 149)?
- Yes \_\_\_\_\_ No \_\_\_\_\_
20. If you answered "YES" to Question 19, how many projects has your firm completed in accordance with the Massachusetts Competitive Bidding Laws in the last \_\_\_\_\_ years?
- \_\_\_\_\_ (Number)
21. Has the "Consultant Team" for this project worked together on any other previous projects?
- Yes \_\_\_\_\_ No \_\_\_\_\_
22. What is the number of projects that the "Consultant Team" worked on together in the last five (5) years?
- \_\_\_\_\_ (Number)
23. Attach as Exhibit A - a project organization chart (8-1/2" x 11") detailing the consultant team
24. Attach as Exhibit B the following data concerning your firm's financial status.  
(a) Statement of Financial Condition, (b) Date of Statement, (c) Firm that prepared the Statement.
- List the names, addresses, telephone numbers of banks with whom your firm does business.
25. Does your firm have any administrative or legal proceeding currently pending or concluded within the last five (5) years, to which your firm has been a party and which relates to procurement or performance of any public or private contracts?
- Yes \_\_\_\_\_ No \_\_\_\_\_
26. Do any of the principals owe the City of Boston or Commonwealth of Massachusetts any monies for incurred income, real estate taxes, rents, water and sewer charges or other indebtedness?
- Yes \_\_\_\_\_ No \_\_\_\_\_
27. Are any of the principals employed by the BRA or the City of Boston? If so, in what capacity? (Please include name of agency or department and position held.)
- Yes \_\_\_\_\_ No \_\_\_\_\_ List:
28. Were any of the principals ever the owners of, or held an interest in, any property upon which the City of Boston or Commonwealth of Massachusetts foreclosed for his/her/their failure to pay real estate taxes or other indebtedness?
- Yes \_\_\_\_\_ No \_\_\_\_\_

29. Have any of the principals ever been convicted of any arson related crimes or are currently under indictment for any such crimes?  
Yes \_\_\_\_\_ No \_\_\_\_\_
30. Have any of the principals been convicted of violating any law, code, ordinance regarding conditions of human habitation within the last three (3) years?  
Yes \_\_\_\_\_ No \_\_\_\_\_
31. Applicant must submit evidence in writing from a responsible insurance/bonding/surety company that the Applicant can obtain the Insurance required in the BRA Contract.
32. The Bidder must certify that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes (see Certificate of Tax, Employment Security, and Contract Compliance attached to the RFP as Exhibit D). If Bidder is a corporation, a Certificate of Good Standing with regard to the corporation issued by the Office of Secretary of State of the Commonwealth of Massachusetts, a Certificate of Good Standing issued by the Department of Revenue of the Commonwealth of Massachusetts, and evidence of corporate authority with respect to execution of the Contract on behalf of the Bidder, must be furnished to the BRA prior to the execution of the Contract. If Bidder is a sole proprietor, a Letter of Compliance issued by the Department of Revenue of the Commonwealth of Massachusetts must be furnished to the BRA prior to the execution of the Contract.
33. The Bidder must certify that it is in compliance with the provisions of Section 7 of Chapter 521 of the Acts of 1990, as amended by Chapter 329 of the Acts of 1991, and 102 CMR 12.00 and that the Bidder either (a) has fifty (50) or more full-time employees and is a "qualified employer" or offers child care tuition assistance or on-site or near-site subsidized child care placements or (b) is an "exempt employer" (see Certificate Child Care Compliance attached to the RFP as Exhibit E).
34. If you answered "YES" to any Question 28-30, please list these legal proceedings and attach as Exhibit F.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_

(Name)

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

**EXHIBIT C: NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of .....

County of .....

\_\_\_\_\_, being first

duty sworn deposes and says that:

1.0 He/she is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid:

2.0 He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3.0 Such Bid is genuine and is not a collusive or sham Bid;

4.0 Neither the said Bidder nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement, collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Boston Redevelopment Authority or any person interested in the proposed Contract; and

5.0 The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title

My commission expires:



**EXHIBIT D: CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CONTRACT COMPLIANCE**

Pursuant to Massachusetts General Laws ch. 62C, §49A<sup>1</sup> and ch. 151A, §19A(b)<sup>2</sup>

---

(Name)

(Title)

---

(Name of Respondent)

whose principal place of business is located at

hereby certifies that:

The above-named Respondent has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.

The above-named Respondent/Employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.

The above-named Respondent, or any affiliate thereof, is unaware of any violation of any federal, state, or local law, rule, regulation, or ordinance, including the Boston Residents Construction Employment Plan, by the Respondent or any affiliate thereof. If the Respondent, or any affiliate, has any knowledge of a violation, he or she will provide that information to the BRA along with a statement of progress made towards resolution of the issues.

The above-named Bidder/Respondent has no existing defaults under any contracts with the Boston Redevelopment Authority or any City of Boston Agency.

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

(Name)

(Federal Identification Number)

By:

Title:

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<sup>1</sup> "No contract or other agreement for the purpose of providing goods, services or real estate to any... agencies (of the Commonwealth) shall be entered into, renewed or extended with any person unless such person certifies in writing under penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes."

<sup>2</sup> "No contract or other agreement for the purpose of providing ... physical space to any agency or instrumentality of the Commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing under penalties of perjury, that said employer has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions."

**EXHIBIT E: CERTIFICATE OF CHILD CARE COMPLIANCE**

Pursuant to Massachusetts General Laws Section 7 of Chapter 521 of Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, and 102 CMR 12.00, I

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title) (Name of Consultant)

whose principal place of business is located at \_\_\_\_\_

\_\_\_\_\_, do hereby certify that:

A. 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.

Signed under the penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Federal Identification Number

\_\_\_\_\_  
(Name)

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

## EXHIBIT F: CONSULTANT SERVICES CONTRACT

This Consultant Contract (the "Contract") is made as of this \_\_\_\_ day of \_\_\_\_, 2014 by and between the Boston Redevelopment Authority (the "Authority") and \_\_\_\_\_(the "Consultant"). The Authority and the Consultant hereinafter sometimes are referred to, individually, as a "Party" and collectively, as "Parties".

In consideration of the following mutual consents and undertakings herein set forth, each Party agrees as follows:

### I. SCOPE OF SERVICES

A. Description of Services. The Consultant, by and through its staff and approved Subconsultants, shall be responsible for coordinating and completing the services set forth in Exhibit G attached hereto and incorporated herein as a part hereof.

B. Changes to Scope of Services. The BRA'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 amended in writing accordingly, such change must be approved 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 professional standards of care and practice customarily expected of like firms engaged in performing comparable work, 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, the Consultant shall be paid as follows for the performance of the services set forth in Section I of this Contract and described in Exhibit G, attached hereto and incorporated as a part hereof:

1. For all services performed, either by the Consultant or by Subconsultants, in execution of the work described in Exhibit G, the Consultant shall be paid an amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars \$\_\_\_\_\_.) as more particularly set forth in Exhibit H attached hereto and incorporated as a part hereof. This amount includes all fees, overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, for all Consultant and/or Subconsultants charges arising under this Contract and all reimbursable expenses.

2. For all services performed, either by the Consultant or by Subconsultants, 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 hereof. The amount paid each month shall equal the sum of: (i) the product of the number of hours worked by the Consultant and/or any Subconsultants performing services under this Contract during the prior month and the hourly rate of service set forth in Exhibit H attached hereto and incorporated as a part hereof; plus (ii) the amount of reimbursable expenses incurred by the Consultant and/or any Subconsultants during the prior month and approved by the Authority as reimbursable.

B. Monthly Statements. Not later than the fifteenth (15<sup>th</sup>) day of each month during the term of this Contract, the Consultant shall submit to the Authority a monthly statement detailing 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, to show 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, 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 for a period of three (3) years, and shall cause its Subconsultants to keep records for a period of three (3) years, 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 acceptable auditing standards, the accounts, books, records and activities of the Consultant and all Subconsultants 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

A. The Consultant acknowledges that time is of the essence in performing the services hereunder.

B. The Consultant, by and through its staff and approved Subconsultants, shall be responsible for completion of the services set forth in Exhibit G in accordance with the timetables described in Exhibit G, including without limitation, the completion of \_\_\_\_\_ by no later than \_\_\_\_\_, and a \_\_\_\_\_ within \_\_\_\_\_ ( ) months after execution of the contract with the BRA, but in no event later than \_\_/\_\_/\_\_.

### IV. SUBCONSULTANTS

In furtherance of this Contract, the Authority and the Consultant recognize that Subconsultants shall be necessary to conduct specific tasks with regard to elements of the services to be performed under this Contract. The final selection of all Subconsultants shall be subject to prior review and written approval by the Authority's Director. The Consultant agrees to contract directly with the Subconsultants in accordance with the terms and conditions of this Contract. The Consultant shall manage and coordinate the services and products of any and all Subconsultants, and shall be responsible for overall management, coordination and information integration of all services set forth herein.

### V. TERM

The term of this Contract shall commence on \_\_\_\_\_, 2014 and terminate on \_\_\_\_\_, 2015, 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 terms of this Contract for an additional period of ninety (90) days.

### VI. TERMINATION

A. Contract. 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 the services to be performed under this Contract shall be canceled or abandoned by the Authority; or if the Contract or any part thereof shall be assigned without the prior written consent of the Authority's Director; or if the Consultant shall violate any of the provisions of this Contract or fail to perform, keep or observe any of the terms, covenants or conditions herein contained; or if the Consultant abandons in whole or in part its services, or becomes unable to perform its services; or if the Consultant fails to perform services in a timely and workmanlike manner; provided, however, that the Consultant shall not be in default 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.

B. Termination of Subconsultant Contracts. Consistent with the procedure set forth in Sections VI.A (1) and VI.A (2) of this Contract, in the event this Contract shall be terminated, the Consultant shall cause all Subconsultant Contracts, which it has entered into under this Contract, to be terminated.

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

## VII. ADDITIONAL TERMS AND CONDITIONS

A. Records, Documents, Plans and Drawings. All records and documents prepared pursuant to this Contract shall be considered the property of the Authority and 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 termination of this Contract unless such time limit shall be extended in writing by the Authority's Director. Any plans or drawings are 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 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 BRA's Authorized Representative and/or the Authority's Director.

B. Authority's Authorized Representative. David Grissino, Senior Architect/Urban Designer at the BRA, and/or any other staff member set forth in a written notice from the Authority's Director to the Consultant, is/are hereby designated as the "BRA's Authorized Representative".

C. Insurance. The Consultant shall carry insurance furnishing benefits in accordance with M.G.L. c. 152, or such other workers compensation requirements as may pertain. The Consultant shall also carry comprehensive general liability/ automobile liability insurance for claims for property damage, bodily injury or death in connection with the Consultant's performance and activities under this Contract in the minimum single limit of One Million Dollars (\$1,000,000) for each 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 to the Authority.

D. Indemnification. The Consultant, at its expense, shall defend and indemnify and hold harmless the Authority, its members, directors, officers and employees from and against all claims, causes of action, suits, losses, damages and expenses, including attorneys fees, to the extent arising out of or resulting from any action by the Consultant and anyone employed by it, including Subconsultants and their employees, in the performance of this Contract. Such obligation shall not be constructed 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.

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

F. 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 I 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 J attached hereto and incorporated as a part hereof.

G. 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 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. The rights and remedies of the Authority provided for under this Contract are in addition to any other rights or remedies provided by the law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to setoff, suit, withholding, recoupment, or counterclaim 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. No member or employee of the Consultant shall be charged personally or held contractually liable by or to the Authority under any term or provision of this Contract or because of any breach thereof, for any action performed within the Consultant's scope of services and authority under this Contract.

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

K. Special Municipal Employment. In accordance with M.G.L. c. 121B, Section 7, third paragraph, as amended, for purposes of the Commonwealth of Massachusetts Conflict of Interest Law, M.G.L. c. 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.

M. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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. Construction.

1. This Contract shall be the entire, full and complete agreement between the Parties concerning the subject matter hereof and shall supersede all prior agreements. There are no valid or binding representations, inducements, promises or agreements, oral or otherwise, between the Parties that are not embodied herein. No amendment, change or variance of or from this Contract shall be binding on either Party unless agreed to in writing signed by both of the Parties.

2. The headings appearing at the beginning of each paragraph of this Contract are for convenience only and do not define, limit or construe the contents of any such paragraph. Whether expressly indicated or not, the singular usage includes the plural, and the neuter usage includes the masculine or the feminine or both the masculine and feminine. This Contract may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same Contract.

P. Assignment. 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.

Q. Key Persons. \_\_\_\_\_ of the Consultant's firm shall serve as Project Executive Director pursuant to the terms of this Contract and \_\_\_\_\_ of the Consultant's firm shall serve as the Project Manager. Reassignment of either or both of these key persons will require written agreement of the Parties.

IN WITNESS WHEREOF, this Contract is executed in four (4) counterparts as of the day and year first written above:

BOSTON REDEVELOPMENT AUTHORITY

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

Brian Golden

Title: Acting Director

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Kevin Morrison  
General Counsel  
Boston Redevelopment Authority

CONSULTANT

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

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

Date: \_\_\_\_\_

## EXHIBIT G SCOPE OF SERVICES

The Avenue of the Arts Design Guidelines Study should result in a set of physical design parameters and standards which will help the City and the institutions along Huntington Avenue achieve a high quality and pedestrian oriented public realm and urban environment.

The Scope of Services contained in this RFP consists of six (6) categories and their respective tasks/work products, which will be prepared by the consultant team. The categories are expanded upon in detail, however, it is expected that the selected consultant team and the BRA will work together to refine/revise the Scope of Services and work plan prior to execution of the contract. The Scope of Services outlines the prioritized tasks based upon the best understanding of BRA staff, though modifications to the scope are welcomed depending on the proposed approach of the selected consultant team. Even though the design guidelines have an urban design focus, the outcome will need to provide direction regarding the architectural, landscape, and environmental issues that will be part of the Article 80 Large Project Review process. The Avenue of the Arts Design Guidelines Study will include:

**Task 1.** Analysis of the existing conditions, both within the Context Study Area and Primary Study Area.

**Task 2.** Analysis of all proposed or permitted projects within the Context Study Area and Primary Study Area, either within Institutional Master Plans, Planned Development Areas, or other zoning entitlement.

**Task 3.** Exploration of alternate massing, site configurations, and public realm scenarios within the entitlement envelopes of the existing zoning for sites within the study area; alternatives should maximize the quality of the public realm and highlight the potential for enhancing the identity of the Avenue of the Arts.

**Task 4.** Identification of preferred massing strategies, site configurations, and public realm scenarios within the entitlement envelopes of the existing zoning for sites within the study area.

**Task 5.** Articulation of urban design principles and development of design guidelines to support the vision and goals for the Avenue of the Arts as a unique district within the City.

**Task 6.** Analysis of other potential future building sites regarding their potential uses, densities, or site configurations.

The consultant will be required to have knowledge and expertise in the following areas:

- Familiarity with Boston's public realm, planning, and urban design, particularly relative to institutional development within established neighborhoods and districts.
- Familiarity with the planning history of major institutions along Huntington Avenue.
- Familiarity with the goals and vision which led to the establishment of the "Avenue of the Arts" designation.
- Ability to demonstrate excellence in urban design, architecture, landscape architecture, and environmental impacts, with a proven track record of integrating these disciplines.
- Form-based design guidelines and zoning.
- Graphic representation and communication of urban design, planning, and environmental concepts.
- Highly proficient in 3-D modeling software (BRA's digital model to be supplied) to be used for scenario testing/modeling and for evaluation of environmental conditions (wind, shadow).
- Understanding of Boston's Complete Streets Guidelines.



## SCOPE OF SERVICES/TASKS

Respondent teams are asked to review the outlined Scope and prepare a written and graphic response to the RFP that conveys their qualifications, relevant project experience, how the team would approach this effort, and any proposed modifications/alterations to this Scope.

The successful respondent team will be required to provide a full range of spatial analysis, urban design, landscape, environmental skills to complete the tasks as described. The team must be led by a Project Manager with expertise and practical experience in managing such a multi-disciplinary consultant team to a successful outcome within tight time and budgetary constraints. The six task categories are outlined below in greater detail.

Prior to commencing the tasks and sub-tasks listed below, the consultant should put forth an adequately detailed schedule for study design and development. This should include a plan for involvement of staff (consultant and BRA), an estimate of the amount of time required in preparation and development, an estimate of meetings and potential attendees, a draft work plan for the entire project, and a draft schedule. Due to the condensed timeframe for the development of the Guidelines, the consultant team should anticipate a high degree of coordination and collaboration with BRA staff, particularly during Tasks 3 and 4.

### Task 1. Analysis of existing built conditions

Sub-task 1.1: Prepare a general existing conditions analysis of the entire Context Study Area, as defined on the attached map. The study of this area should provide a broad description of the various uses, building typologies, urban patterns, open spaces, and defining characteristics of the districts and neighborhoods.

Sub-task 1.2: Prepare a detailed existing conditions analysis of the Primary Study Area, including but not limited to: specific uses, locations of entries, building heights and setbacks, building and landscape materials, street wall continuity, and other “patterns of place” that define the Avenue of the Arts. Consideration should be given to ensure that the material is presented in a clear, concise manner and is easily understood by the public. The analysis should also comment on those deficiencies or problems which new development may be able to improve or alleviate.

#### *Deliverables:*

Item 1.1: Report on Existing Conditions, including a summary of the opportunities and challenges of the two study areas. The report should be comprised of narrative, graphic analysis, and photo documentation.

### Task 2. Analysis of proposed or permitted projects

Sub-task 2.1: Prepare an analysis of the BRA Board approved projects within the Context Study Area and Primary Study Area. This analysis shall include not only projects which have received Article 80B Large Project Review approval, but other entitlements granted through Article 80C and Article 80D of the Boston Zoning Code. Underlying zoning for other areas should be included. Projects at the Massachusetts College of Art and Design (not subject to Article 80 review and approval) should also be included.

Sub-task 2.2: Create 3-D Digital Model of the Context Study area which includes all existing and permitted projects. The Consultant will work with multiple departments within the BRA and the City of Boston. The BRA will provide the base files (AutoCAD) but the files will need to be verified and updated to reflect the current conditions in the study area. The model will be used in the later tasks to test alternate scenarios.

#### *Deliverables:*

Item 2.1: 3D digital model of the Context Study Area, including all permitted projects as verified under Sub-task 2.2. Files must be submitted in .skp (SketchUp) and/or .dwg (AutoCAD) formats.

Item 2.2: Summary report of analysis of permitted and approved projects with special focus on the relationships between projects at different institutions.

Item 2.3: Public meeting #1; purpose of the meeting is to introduce consultant team to stakeholders and residents, describe the process for the undertaking and completion of the Guidelines, provide a summary of the existing conditions analysis, and solicit feedback.

### **Task 3. Study of Alternate Massing, Site Configurations, and Public Realm Scenarios.**

Sub-task 3.1: Within the existing permitted zoning envelopes, prepare alternative massing and site configuration studies which address any opportunities or challenges identified in Tasks 1 or 2. Studies should explore building typologies and configurations, setbacks, heights, open space, environmental impacts, and other factors. Although the massing and site configuration may differ from conceptual illustrative plans provided in IMP or PDA documents, the overall size of permitted projects (total square footage, number of student beds, etc.) should be maintained during the studies.

This task will involve the creative use of the existing conditions data and the consulting firm's design expertise and experience to help create development options for the study area. The consultants will work closely with the BRA staff to help generate design alternatives.

Sub-task 3.2: Review the impacts or benefits of the various alternatives on the public realm. Also develop overall public realm concepts that articulate a vision and for pedestrian circulation along the Avenue and across the various campuses and institutions in the Primary Study Area.

Sub-task 3.3: Analyze alternate massing approaches relative to the overall urban form within the Primary Study Area. Analysis should include, but not limited to, evaluation of skyline form and tall buildings, orientation of tall buildings in relation to Huntington Avenue, and the rhythm of open spaces along the corridor.

Sub-task 3.4: Develop a system to evaluate the benefits and challenges for each of the alternative massing and site configuration scenarios. The positive and negative impacts of each proposal must be evaluated quantitatively and qualitatively. The combination of option generation and assessment will then be used to create a list of strategic recommendations for future developments.

#### *Deliverables:*

Item 3.1: Urban Design Alternatives: Renderings, illustrations, design studies, and diagrams depicting a range of massing alternatives, site configurations, and public realm scenarios along the Avenue of the Arts within the Primary Study Area. Any graphics or commentary associated with Sub-task 3.3 should be included in the urban design alternative discussion.

Item 3.2: Architectural Design Alternatives: Graphic and written summary of alternative approaches to building and landscape materials, details, and forms of architectural expression along the corridor. Emphasis should be placed on evaluating a range of alternatives and their impact on the character of the public realm and comprehension of the Avenue of the Arts as a unique district.

Item 3.3: Wind and shadow impact studies. Wind studies may be done using a qualitative computer modelling technique. Before beginning environmental studies, the consultant must meet with BRA staff to confirm the study area and testing criteria.

Item 3.3: Evaluation matrix or comparison which describes each proposed alternative.

Item 3.4: Public Meeting #2; purpose of the meeting is to describe in detail the various scenarios to stakeholders and residents and to solicit feedback.

#### **Task 4. Provide preferred massing strategies, site configurations, and public realm scenarios for sites within the Primary Study Area**

Sub-task 4.1: Based on review of the evaluation matrix and feedback from Public Meeting #2, develop a proposal for preferred massing strategies, site configurations, and public realm scenarios. The preferred alternatives may be based solely on an alternatives developed in Task 3, or may be hybrids which select criteria or solutions from various alternatives.

##### *Deliverables:*

Item 4.1: Urban Design: Renderings, illustrations, design studies, and diagrams depicting the preferred massing strategies, site configurations, and public realm scenarios for the Avenue of the Arts within the Primary Study Area.

Item 4.2: Architectural Design: Graphic and written summary of the preferred approach to building and landscape materials, details, and preferred forms of architectural expression along the corridor. Emphasis should be placed on discussing the role of materials and other architectural elements on the character of the public realm and comprehension of the Avenue of the Arts as a unique district.

Item 3.3: Wind and shadow impact studies. Wind studies may be done using a qualitative computer modelling technique.

#### **Task 5. Articulate urban design principles and develop design guidelines.**

Sub-task 5.1: Using the preferred alternative as a reference, develop a set of urban design and architectural principles which serve as the foundation and rationale for the design guidelines.

Sub-task 5.2: Outline a vision for the physical characteristics of the Avenue of the Arts

Sub-task 5.2: Develop a set of graphic and written design guidelines which serve to illustrate the outcomes of the study and provide a clear description of the physical design preferences for the Avenue of the Arts. The guidelines will inform and assist property owners as they move forward with projects in the future. The guidelines will translate the vision of the corridor into a desired outcome, as defined by the institutions, residents, and city officials.

##### *Deliverables:*

Item 5.1: Draft Design Guidelines Study based on the preferred massing strategies, site configurations, and public realm scenarios.

Item 5.2: Public Meeting #3; purpose of the meeting is to summarize the evaluation and selection of the preferred massing strategies, site configurations, and public realm scenarios. A discussion of the translation into a vision, principles, and guidelines should occur, using the draft format of the final Design Guidelines.

#### **Task 6. Provide an analysis of other potential future building sites**

Sub-task 6.1: Review additional sites within the Primary Study area which may not be currently included in an Institutional Master Plan or PDA area or other planning document, yet will likely be redeveloped in the future.

##### *Deliverables:*

Item 6.1: Written and graphic analysis of alternate sites, describing how site would relate to broader vision for the Avenue of the Arts. The principles and design guidelines should be applied to these sites and a potential massing concept developed for each location.

Item 6.2: Final Design Guidelines Study  
All deliverables will become property of the BRA.

## EXHIBIT H HOURLY RATES AND OTHER CHARGES

### MAXIMUM AMOUNT

For performing or causing the performance of all services described in Exhibit G, the Consultant shall be paid an amount not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_.\_\_\_\_), the "Maximum Amount". This Maximum Amount includes all fees, expenses, overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, for all the Consultant's charges arising under this Contract.

### REIMBURSABLES

The Consultant shall be reimbursed for Consultant and Subconsultant expenses for the following miscellaneous items:

Long-distance telephone

Supplies

Copies

Faxes

Travel/lodging/per diem expenses associated with services provided. *Note that such reimbursements must conform to the terms of the BRA's Personnel Policy; i.e. Economy class commercial carrier (air, trains, etc) charges; Hotel charges shall be for non-luxury accommodations; meals will be reimbursed up to a maximum \$65 per day when supported by receipts*

Printing and Reproductions

Photographic Material and Services

Courier and Overnight Delivery

Purchase of Statistical Data

Reimbursable amount is included in the "Maximum Amount".

### HOURLY RATES

**EXHIBIT I  
NONDISCRIMINATION AND AFFIRMATIVE ACTION**

Nondiscrimination and Affirmative Action

The Consultant agrees:

1. The Consultant shall not, in connection with the 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.

Signed

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

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

Date: \_\_\_\_\_

EXHIBIT J  
CERTIFICATE OF COMPLIANCE WITH LAWS

Certificate of Compliance with Laws

Massachusetts Employment Security Law

Pursuant to M.G.L. c. 151 A, §19A(b), the undersigned hereby certifies under the penalties of perjury 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. c. 151 A, §19A(c).

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:

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.

Revenue Enforcement Protection Program

Pursuant to M.G.L. c. 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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

BY: \_\_\_\_\_