



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Office of the Mayor

148-22

Telephone
(617) 796-1100
Fax
(617) 796-1113
TDD/TTY
(617) 796-1089
Email
rfuller@newtonma.gov

January 31, 2022

Honorable City Council
Newton City Hall
1000 Commonwealth Avenue
Newton, MA 02459

Honorable City Councilors:

I respectfully submit this docket item to this Honorable Council requesting the authorization to accept and expend \$581,600 in grant funding from MassDOT's Community Connections Program for the commuter service of Newton in Motion, or NewMo, the City's on-demand ridesharing service for everyone in Newton.

This funding will be used to support the operating costs of NewMo's commuter service. The City is contracted with Via to provide this service.

Please see the attached memo from Director of Transportation Planning Nicole Freedman including the state grant agreement.

Thank you for your consideration of this matter.

Sincerely,

Mayor Ruthanne Fuller

RECEIVED
2022 JAN 31 PM 4:37
CITY CLERK
NEWTON, MA. 02459



Ruthanne Fuller
Mayor

City of Newton, Massachusetts
Department of Planning and Development
1000 Commonwealth Avenue Newton, Massachusetts 02459

Telephone
(617) 796-1120
Telefax
(617) 796-1142
TDD/TTY
(617) 796-1089
www.newtonma.gov

Barney S. Heath
Director

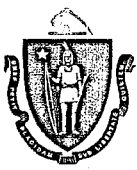
MEMORANDUM

Date: January 26, 2022
To: Maureen Lemieux, Chief Financial Officer
From: Jonathan Yeo, Chief of Operations
Cc: Nicole Freedman, Director of Transportation Planning
Subject: Request to Docket Item to Accept MassDOT Community Connections Grant
10/1/21-9/30/24

We request approval to accept and expend \$581,600 in grant funding from MassDOT's Community Connections Program for the following project:

Microtransit Service in Newton (L-6847)

The City is contracted with Via to provide this service. The match is being provided by the existing City funding allocated to support the NewMo senior service and/or by 3rd party partner funding.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO

NOTICE TO PROCEED

October 12, 2021

City of Newton
1000 Commonwealth Ave.
Newton, MA 02459

Contract Number: 115997
Action Item Date: October 7, 2021
Action Item Number: # 4

Dear Nicole Freedman,

Enclosed is a signed copy of your contract with the Massachusetts Department of Transportation, Office of Transportation Planning.

This contract is relative to the Microtransit Service in Newton.

The duration of this contract shall be from October 1, 2021 until September 30, 2024 and in the amount of \$581,600.00.

Sincerely,

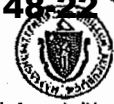
Anna Dolata

Anna Dolata
Deputy Director of Contracts & Records

AD/mas

cc: Fiscal
Contracts & Records

E-Mail: M. Ramirez



MASSDOT STANDARD CONTRACT FORM L-6847

This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract.

CONTRACTOR LEGAL NAME: City of Newton (and d/b/a):	DEPARTMENT NAME: Massachusetts Department of Transportation MMARS Department Code: DOT
Legal Address: (W-9, W-4,T&C): 1000 Commonwealth Ave, Newton MA 02459	Business Mailing Address: 10 Park Plaza, Room 4150, Boston MA 02116
Contract Manager: Nicole Freedman	Billing Address (if different):
E-Mail: nfreedman@newtonma.gov	Contract Manager: Derek Krevat
Phone: 617-879-8148 Fax:	E-Mail: Derek.Krevat@dot.state.ma.us
Contractor Vendor Code: VC6000192120	Phone: 781-927-9023 Fax:
Vendor Code Address ID (e.g. "AD001"): AD002 (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF00X02022H0115997
	RFR/Procurement or Other ID Number: 115997

<input checked="" type="checkbox"/> NEW CONTRACT	<input type="checkbox"/> CONTRACT AMENDMENT
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <i>Prior</i> to Amendment: , 20 . Enter Amendment Amount: \$. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception: (Attach authorizing language/justification and updated scope and budget)

The Standard Contract Form Instructions, Contractor Certifications and the MassDOT Terms and Conditions documents are incorporated by reference into this Contract and are legally binding MassDOT TERMS AND CONDITIONS MassDOT IT TERMS AND CONDITIONS

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for MassDOT/Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$581,600.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) S19784 - Newton Microtransit Service - operating costs to support the launch of a new technology-enabled transportation service that will serve residents, students and employees in Newton. FHWA FFY21 - 23 CMAQ budgeted through the Boston Region MPO's Transportation Improvement Program.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:
___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.
 2. may be incurred as of October 1, 2021, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
___ 3. were incurred as of , 20 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth and MassDOT from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of September 30, 2024, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the MassDOT Terms and Conditions <https://www.mass.gov/doc/massdot-terms-and-conditions-0/download> or IT Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
X: Ruthanne Fuller Date: 9/15/21
(Signature and Date Must Be Handwritten At Time of Signature or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)
Print Name: Ruthanne Fuller
Print Title: Mayor, City of Newton
Approved as to legal form and character: [Signature]

AUTHORIZING SIGNATURE FOR MassDOT:
X: David Mohler Date: 09/28/21
(Signature and Date Must Be Handwritten At Time of Signature, or conform to the MassDOT Electronic Signature Policy, as in effect from time to time)
Print Name: David Mohler
Print Title: Executive Director



MASSDOT STANDARD CONTRACT FORM L-6847

INSTRUCTIONS

The following Instructions, Contractor Certifications and the MassDOT Terms and Conditions are incorporated by reference into an executed MassDOT Standard Contract Form. Instructions are provided to assist with Completion of the MassDOT Standard Contract Form. Additional terms are incorporated by reference. Links to legal citations are to unofficial versions and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions if Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the MassDOT Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See the Office of the Comptroller Guidance for Vendors Policies (State Finance Law and General Requirements, Acquisition Policy and Fixed Assets) and the Operational Services Division Conducting Best Value Procurements Handbook for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an independent Contractor.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, a prohibition or other circumstance that exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment Increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached.

Amendment to Date, Scope or Budget: Check this option when renewing a Contract or executing an Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Other Procurement Exception: Check this option when another procurement exception exists, such as legislation with specific language naming the Contractor as a recipient of a grant or contract, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from



MASSDOT STANDARD CONTRACT FORM L-6847

procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

the Commonwealth and MassDOT from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, §9.

MASSDOT TERMS AND CONDITIONS

Identify whether the MassDOT Terms and Conditions (TC) or the MassDOT IT Terms and Conditions (TC-IT) is incorporated by reference into this Contract. The Comptroller Expenditure Classification Handbook identifies the applicable Commonwealth Terms and Conditions based upon the object code for the contract.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, §9.

COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

CONTRACTOR AUTHORIZED SIGNATORIES FOR EXECUTION

See Comptroller policies entitled Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures for guidance.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file. Electronic or digital signatures are permitted pursuant to the MassDOT Electronic Signature Policy.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Department/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's and MassDOT's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

MassDOT and Contractor Ownership Rights. The Contractor certifies and agrees that MassDOT is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish rights to deliverables nor may Contractor's sell products developed with MassDOT resources without just compensation. The Contract should detail all MassDOT deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Laws and Regulations Prohibiting Discrimination and Human Trafficking. Contractors acknowledge and certify as a condition of this Contract that they are responsible for complying fully with all state and federal laws prohibiting discrimination, human trafficking, and forced labor, including but not limited to Chapter 178 of the Acts of 2011.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"), identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify when obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release



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made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s. 12 for six (6) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth and MassDOT from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth and MassDOT have no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to Intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate Intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury: (1) tax compliance with federal tax laws; (2) tax compliance with state tax laws including, but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; reporting of employees and contractors, withholding and remitting of tax withholdings and child support; and (3) Contractor is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership,

any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Commonwealth Data, Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth/MassDOT data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under M.G.L. c. 93H and c. 66A and other applicable state and federal privacy requirements. The Contractor shall comply with M.G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information. The Contractor shall also ensure that any personal data or information transmitted electronically or through a portable device is properly encrypted using (at a minimum) the Commonwealth's "Cryptographic Management Standard" set forth in the Enterprise Information Security Policies and Standards published by the Executive Office for Technology, Services and Security (TSS), or a comparable Standard prescribed by the Department. Contractors with access to credit card or banking information of Commonwealth/MassDOT customers certify that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards, and shall provide confirmation compliance during the Contract. The Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth/MassDOT and provide access to any information necessary for the Commonwealth/MassDOT to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, or access to MassDOT systems containing such information or data, Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read M.G.L. c. 93H and c. 66A and agrees to protect any and all personal information and personal data; and (2) has reviewed all of the Enterprise Information Security Policies and Standards published by the Executive Office for Technology Services and Security (TSS), or stricter standards prescribed by the Department. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all public authorities, executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with any pertinent security guidelines, standards, and policies; (2) comply with all Enterprise Information Security Policies and Standards published by the Executive Office for Security Services and Technology (TSS), or a comparable set of policies and standards ("Information Security Policy") as prescribed by the Department; (3) communicate and enforce such security guidelines, standards, policies and the applicable Information Security Policy among all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information and data to which the Contractor is given access by the contracting Department from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information or personal data (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting Department if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting Department to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting Department and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth and MassDOT may exercise any and all contractual rights and remedies, including without limitation indemnification under MassDOT's Terms and Conditions or IT Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including



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and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act and M.G.L. c. 175M (Family and Medical Leave).

Federal And State Laws And Regulations Prohibiting Discrimination Contractors certify compliance with applicable state and federal anti-discrimination laws, including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16 s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability. Contracts may not use the following limitation on liability language unless approved by legal staff at the Office of the Comptroller or Operational Services Division and it may not be used if MassDOT is using the IT Terms and Conditions. The term "other damages" in Section 11 of the MassDOT Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth/MassDOT incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth/MassDOT as a result of third party claims, provided that this in no way limits the Commonwealth's or MassDOT's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's/MassDOT's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's or MassDOT's use of contractor provided products or services, loss of Commonwealth or MassDOT's records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth or MassDOT. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's or MassDOT's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the MassDOT Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. The terms of this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate

emergency performance from the Contractor to address the immediate needs of the MassDOT even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Attorneys. Attorneys or firms providing legal services or representing MassDOT may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders, including but not limited to the specific orders listed below. A breach during the period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.

For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, they shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. If there is a breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, MassDOT and the Commonwealth may rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; which includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth/MassDOT. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, of a state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Orders 523, 526 and 565, Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program), Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 565 (Reaffirming and Expanding the Massachusetts Supplier Diversity Program). All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices. The Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices. The Contractor also commits to purchase supplies and services from certified minority, women, veteran, service-disabled veteran, LGBT or disability-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons; and Contractor commits to comply with any applicable Department contractual requirements pertaining to the employment of persons with disabilities pursuant to M.G.L. c. 7 s. 61(s). These provisions shall be enforced through the contracting Department, OSD, and/or the Massachusetts Commission

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Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Jamey Tesler, Secretary & CEO

massDOT
Massachusetts Department of Transportation

October 12, 2021

Contract Number: 115997

Location: Newton

City of Newton
1000 Commonwealth Ave.
Newton, MA 02459

Dear Nicole Freedman,

Enclosed is a Certificate of Exemption Form ST-2 along with a Contractor's Sales Tax Exempt Form (ST-5C) for City of Newton which substantiates the Tax Exempt status of this Department under the provisions of Chapter 64H, s6 (d), (e), (f) or (tt). The duration of the tax forms are from October 1, 2021 until September 30, 2024.

All purchases of tangible personal property or services by this Department are exempt from taxation to the extent that such property or services are used in the conduct of the business of the purchaser.

If your contract is extended beyond the completion date on the Contractor's Sales Tax Exempt Form (ST-5C), please notify the Director of Contracts for issuance of a new certificate.

Very truly yours,

Anna Dolata

Anna Dolata
Deputy Director of Contracts & Records

AD/mas

Enc.

Contact: MassDOT - Planning & Enterprise Services
Ten Park Plaza – Suite 5510
Boston, MA 02116-3973
857-368-9537



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

Letter ID: L1875320960
Notice Date: March 23, 2018
MA Taxpayer ID: 10037042

mass.gov/dor

CERTIFICATE OF EXEMPTION

MASSACHUSETTS DEPARTMENT OF
TRANSPORTATION
MASSDOT
10 PARK PLAZA
BOSTON MA 02116

Attached below is your Certificate of Exemption (Form ST-2). Cut along the dotted line and display at your place of business. You must report any change of name or address to us so that a revised ST-2 can be issued.

DETACH HERE



MASSACHUSETTS DEPARTMENT OF REVENUE

Form ST-2

Certificate of Exemption

MASSDOT
10 PARK PLAZA
BOSTON MA 02116

MA Taxpayer ID: 10037042
Certificate Number: 1310988288

This certifies that the organization named above is an exempt purchaser under Chapter 64H, section 6(d) or (e) of the Massachusetts General Laws. All purchases of tangible personal property by this organization are exempt from taxation to the extent that such property is used in the conduct of the business of the purchaser. Misuse of this certificate by any tax-exempt organization or unauthorized use of this certificate by any individual will lead to revocation. Willful misuse of this certificate is subject to criminal sanctions of up to one year in prison and \$10,000 (\$50,000 for corporations) in fines. This certificate is non-transferable and may be suspended or revoked for failure to comply with state laws and regulations.

Effective Date: March 23, 2018

Expiration Date: March 22, 2028



**Form ST-5C
Contractor's Sales Tax Exempt
Purchase Certificate**

148-22
Rev. 11/10
**Massachusetts
Department of
Revenue**

Part A. To be completed by governmental body, agency or IRC Section 501(c)(3) certified exempt organization

Exempt number E 046 - 002 - 284	Contract number 115997
Name of exempt organization Massachusetts Department of Transportation - Office of Transportation Planning	
Authorizing signature <i>Anna Dolata</i>	Date October 12, 2021

Part B. To be completed by purchasing contractor or subcontractor claiming exemption under MGL Ch. 64H, sec. 6(d), (e), (f) or (tt)

Purchaser (contractor subcontractor)

Address

Date Vendor registration number (if applicable)

Contract/subcontract number 115997	Contract/subcontract date October 1, 2021	Estimated date of completion September 30, 2024
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Part C. To be completed by purchasing contractor or subcontractor claiming exemption. See instructions.

I claim the exemption corresponding to the box checked below, and certify as follows (check appropriate box below):

1. *Exemption under MGL Ch. 64H, sec. 6(d) or (e): Contractor as Agent of Exempt Entity.* I certify that the purchaser is a contractor or subcontractor engaged in the performance of the above described contract and that the purchaser is acting as an agent of one the entities described below (check appropriate box) in purchasing tangible personal property (other than building materials and supplies described in MGL Ch. 64H, sec. 6(f)):
 - Governmental body or agency described in MGL Ch. 64H, sec. 6(d) (local public school, city/town government, state agency, etc.). Attach Form ST-2, Certificate of Exemption. If Form ST-2 is not available, enter agency's exemption number.
 - Tax exempt organization (under IRC Section 501(c)(3)) as described in MGL Ch. 64H, sec. 6(e) (parochial school, Scout troop, PTO, etc.). Attach Form ST-2, Certificate of Exemption.

To the best of my knowledge and belief, the quantities of tangible personal property noted on the reverse side are exempt from the sales/use tax under the provisions of MGL Ch. 64 H, sec. 6(d) or (e) as they are purchased by a purchaser acting as an agent for either a Massachusetts governmental body or for a tax-exempt organization under IRC section 501(c)(3).

2. *Exemption under MGL Ch. 64H, sec. 6(f): Building Materials and Supplies.* I certify that the purchaser is a contractor or subcontractor engaged in the performance of a contract for the construction, reconstruction, alteration, remodeling or repair of a building or structure for a governmental body or agency or for a certified IRC Section 501(c)(3) exempt organization or other project described in MGL Ch. 64H, sec. 6(f). To the best of my knowledge and belief, the described quantities of building materials and supplies noted on the reverse side are exempt from sales/use tax under the provisions of MGL Ch. 64H, sec. 6(f), and the described quantities of these materials and supplies are being purchased for use exclusively in the above contract.

3. *Exemption under MGL Ch. 64H, sec. 6(tt): Consulting/Operating Contractor as Agent of Governmental Entity.* I certify that the purchaser is a consulting or operating contractor or subcontractor as defined in MGL Ch. 64H, sec. 6(tt) and that the purchaser is authorized and acting as an agent of, and providing "qualified services," as defined in MGL Ch. 64H, sec. 6(tt), to a governmental body or agency described in MGL Ch. 64H, sec. 6(d). Attach Form ST-2. If Form ST-2 is not available, enter agency's exemption number. To the best of my knowledge and belief, the quantities of tangible personal property noted on the reverse side are exempt from the sales/use tax under the provisions of MGL Ch. 64 H, sec. 6(tt). The purchaser has been authorized under the above contract by a governmental body.

Regardless of the exemption claimed, I will maintain adequate records to show the disposition of all property purchased under this certificate. I understand that I am fully liable for the payment of any sales/use tax due in the event that the property purchased under this certificate is used in a non-exempt manner.

Signed under the penalties of perjury.

Signature	Title
-----------	-------

Location and description of project and description of kind and quantity of property or receipts/invoices must be attached or noted on the back of this form. This form is approved by the Commissioner of Revenue and may be reproduced.

**ATTACHMENT I
STANDARD PROVISIONS**

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

OFFICE OF TRANSPORTATION PLANNING

ARTICLE I: GENERAL PROVISIONS

1. DEFINITIONS

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

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

COMMONWEALTH....The Commonwealth of Massachusetts

DEPARTMENT....The Massachusetts Department of Transportation of the Commonwealth of Massachusetts.

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

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION OR "MassDOT"....The Department of Transportation of the Commonwealth of Massachusetts.

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

FEDERAL TRANSIT ADMINISTRATION or "FTA" ... The Federal Transit Administration of the United States Department of Transportation.

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

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

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

STANDARD CONTRACT...Commonwealth of Massachusetts Standard Contract

STANDARD SPECIFICATIONS....Most recent Massachusetts Department of Transportation Standard Specification for Highways and Bridges

TERMS AND CONDITIONS....Commonwealth Terms and Conditions**2. TIME SCHEDULE**

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

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

3. TERMINATION

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

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

4. STANDARD SPECIFICATIONS

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

5. DESIGN STANDARDS not applicable**6. STAFFING OF OFFICE AND INSPECTION OF WORK**

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

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

7. LODGING, ETC.

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

8. AVAILABLE DATA AND MATERIALS

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

9. HEARINGS & MEETINGS

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

10. AGREEMENTS

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

11. APPEARANCE AS WITNESS

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

12. REPORTS OF MEETINGS

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

13. CONTRACT PROPOSALS: Not applicable

14. APPROVAL OF CONTRACT PLANS: Not applicable

15. REVISIONS

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

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

16. PUBLICATION OF PLANS

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

17. EMPLOYMENT OF DEPARTMENT PERSONNEL

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

18. WARRANTY

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

19. SUBCONTRACTING

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

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

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

The Department reserves the right to approve any changes in subcontractors or changes in the

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

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

20. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION

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

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

21. NOTICE

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

22. INSURANCE

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

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

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

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

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

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

23. INDEMNIFICATION OF COMMONWEALTH/CONSULTANT LIABILITY

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

24. AMENDMENT

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

25. NEGOTIATION SUBSEQUENT TO CONTRACT EXECUTION: Not applicable

26. OWNERSHIP OF DATA

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

27. COPYRIGHT

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

**ATTACHMENT I
STANDARD PROVISIONS****ARTICLE II: COMPENSATION OF CONSULTANT****1. GENERAL FEE**

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

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

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

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

The Federal Program Description for these funds is Federal Highway funding.

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

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

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

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

personnel regulations and established policies.

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

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

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

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

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

The amount to be allowed for indirect costs shall be the actual audited amounts of such costs incurred by the Consultant.

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

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

The Consultant Shall adhere to the applicable provisions of 48 CFR, Chapter 1, Part 31 and 49 CFR, Part 18.00, particularly Section 18.32, with respect to nonexpendable property. All such nonexpendable property shall become the property of the Department and shall be transferred unto its care and custody at the Department's direction.

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

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

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

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

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

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

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

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

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

No markup shall be allowed on direct expenses.

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

All costs as described in the foregoing paragraphs are to be determined by actual records kept by the Consultant in accordance with the provision of this contract and are subject to final audit by the Massachusetts Department of Transportation and/or the FHWA or FTA. The total partial

payments made shall be adjusted to conform to determinations made in such final audit in accordance with the above provisions of this Article. At their discretion, the Massachusetts Department of Transportation and/or the federal government may undertake interim audits at any time during the term of the Contract.

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

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

- a) the scope, complexity, or character of the services to be performed;
- b) conditions under which the work is required to be performed; and
- c) the duration of work, if the change from the time period specified in the agreement for completion of the work warrants such adjustment.

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

2. PAYMENT FOR WORK DURING CONSTRUCTION Not applicable

3. ADDITIONAL FEES IN EXCESS OF GENERAL FEE

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

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

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

4. PAYMENT FOR TERMINATION OF WORK

In the event the Department sees fit to notify the Consultant to abandon, limit or defer the work under this Contract, or any part thereof, the Consultant shall be paid for any uncompensated work satisfactorily performed prior to date of said notice in one or more of the following methods, as shall be determined by the Director:

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

- c) By payment of work completed as applied to costs of each unit of work, if applicable.

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

5. PAYMENTS

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

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

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

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

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

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

Payments in reimbursement to the Consultant for direct costs and expenses incurred by him or any of his sub-consultants shall be due and payable upon submission and approval by the Executive Director of the Consultant's invoice accompanied by actual or certified copies of paid invoices and/or payrolls for the same. No premium payments shall be made for overtime work unless previously approved by the Executive Director.

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

RF

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

6. RETAINAGE

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

7. RECORDKEEPING, AUDIT, AND INSPECTION OF RECORDS

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

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

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

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

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

Contract. Such access shall include on-site audits, review, and photocopying of such records, reports or other data, at a reasonable expense.

RF

**ATTACHMENT J
SPECIAL PROVISIONS**

**MASSACHUSETTS DEPARTMENT of TRANSPORTATION
OFFICE OF TRANSPORTATION PLANNING**

Newton Shuttle System First/last mile and intra-Newton shuttle
City of Newton
Contract # 115997

Contract period: 10/1/2021 through 9/30/2023

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

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

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

ARTICLE I - GENERAL PROVISIONS

1. DEFINITIONS

Add the following:

METROPOLITAN PLANNING ORGANIZATION or "MPO"... The organization designated by the Governor as being responsible for carrying out 3C transportation planning for an urbanized area.

REGIONAL PLANNING AGENCY or "RPA"... One of thirteen planning agencies in the Commonwealth established under Massachusetts General Laws or the Central Transportation Planning Staff "CTPS," having responsibility for comprehensive regional and transportation planning, and acting as the CONSULTANT.

UNIFIED PLANNING WORK PROGRAM or "UPWP"... Document required by the U.S. Department of Transportation Metropolitan Planning regulations that contains a description of all proposed transportation-related planning activities and air quality planning activities.

RF

2. TIME SCHEDULE:

Amend to include the following:

The Consultant shall perform all work described in Attachment A, Scope of Services, in accordance with the time schedule shown therein. Allotment of time and cost for each task shall not be changed without the prior approval of the Executive Director.

3. TERMINATION:

Add the following:

This contract shall commence on the date indicated in the written Notice to Proceed from the Massachusetts Department of Transportation and shall remain in effect until 9/30/2023, subject to satisfactory completion of the work tasks in accordance with Attachment A, Scope of Services, as outlined in the annually endorsed Unified Planning Work Program.

15. REVISIONS:

Amend the 1st paragraph by deleting the words "in accordance with Article II section 3."

17. EMPLOYMENT OF DEPARTMENT PERSONNEL:

Add the following paragraph:

Neither the Consultant nor the Massachusetts Department of Transportation shall engage in any conduct that violates or induces others to violate any provisions of the Massachusetts General Laws regarding the conduct of public employees. No officer, member, or employee of the Consultant or Massachusetts Department of Transportation, and no public official of the Commonwealth or any political subdivision thereof who exercises any functions or responsibilities in the review, approval or implementation of this contract shall: a) participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested; or b) have any interest, direct or indirect, in this contract or the proceeds thereof.

21. NOTICE

Amend to read as follows:

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

To Department: David Mohler, Executive Director
Office of Transportation Planning
Massachusetts Department of Transportation

10 Park Plaza, Room 4150
Boston, MA 02116

To Consultant: Nicole Freedman, Director of Transportation Planning
City of Newton
1000 Commonwealth Ave, 2nd Floor
Newton, MA 02459

22. INSURANCE: Amend to read as follows: Not Applicable

23. INDEMNIFICATION OF COMMONWEALTH/CONSULTANT LIABILITY:

Amend the 1st paragraph by adding to the beginning:

To the extent permitted by M.G.L. c. 258 and any other applicable law

27. COPYRIGHT:

Add the following:

Furthermore, any materials to be published and/or copyrighted by the Consultant as a result of work for this contract shall receive prior written approval of the Executive Director. Materials published by the consultant shall contain the acknowledgement: "Prepared in cooperation with the Massachusetts Department of Transportation and the U.S. Department of Transportation. The views and opinions of the [Consultant] expressed herein do not necessarily state or reflect those of the Massachusetts Department of Transportation or the U.S. Department of Transportation." Unless otherwise specified or requested, at least three paper copies and one electronic copy of all documents, reports or other materials developed as products of this contract shall be submitted to the Massachusetts Department of Transportation upon completion.

**ATTACHMENT J
SPECIAL PROVISIONS**

ARTICLE II – COMPENSATION OF CONSULTANT

Replace Article II in its entirety with the following:

1. **GENERAL FEE (MAXIMUM FEE)** The Commonwealth hereby agrees to pay and the Consultant agrees to accept, as full compensation for all services rendered to the satisfaction of the Massachusetts Department of Transportation, a fee established in accordance with the following.

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

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

- (a) Actual direct salaries paid to professional employees by the Consultant for the time such employees are directly utilized on work necessary to fulfill the provisions of the contract. Actual direct salary shall consist of payroll costs at straight time for professional employees, excluding all principals, administrative officers or other major supervisory personnel, for the time such employees are directly utilized on the work covered by this contract. If it is the usual practice for salaried principals or administrative officers to perform planning, research or technical work, permission may be granted by the Executive Director to compensate them for the time when they are actually engaged in this work. Payment of any said principals or officers for administrative duties at the usual rate of pay for these positions will not be allowed, it being considered that their salaries are included under overhead. Salary rates and increases thereof paid to professional employees assigned to this contract shall be commensurate with salaries paid and increases thereof made to other employees of the Consultant engaged in similar work. A specific listing of all employees who shall perform work on this contract and each employee's salary rate must be provided in Attachment B. If the Consultant wants to add new employees to perform work on this contract, the Consultant must request prior written approval by the Executive Director; if the Executive Director does not respond to the request within 10 days of receiving the request, then the request to add staff to the contract is automatically granted. Any increases in salary shall be in accordance with company-wide personnel regulations and established policies, but require prior written approval of the Executive Director. However, no cost of living adjustments to employee salaries will be approved, nor may they be requested; the only salary increases that will be considered for approval are merit increases. Request of such merit increases must be submitted in writing sufficiently in advance to afford the Executive Director thirty days to review. The Executive Director shall notify the Consultant in writing by the end of the thirty-day period that such salary rate or increase is approved or disapproved. If the Executive Director does not respond to a request for staff merit increase(s) by the end of the thirty day review period, that merit increase is automatically approved; however, this provision does not apply to cost of living adjustments, which may be neither requested nor approved. All salary changes from those submitted on the previous invoice shall be specifically noted by the Consultant on its next invoice giving the date of the letter approving such increase. Changes in salary rates made prior to the date of this letter will not be approved for payment. Any such salary increase shall not be

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considered as justification for an increase in the maximum fee. No premium payment shall be made for overtime work unless previously approved by the Executive Director.

It is the current policy of the Massachusetts Department of Transportation to impose NO MAXIMUM LIMIT on the hourly rate for RPA professional employees. The Consultant is approved to submit each employee's actual direct salary rate, as approved under the contract, for payment.

The amount to be allowed for indirect costs to a sub-contractor shall be the actual audited amounts of such costs incurred by the sub-contractor, provided, however, that the total allowance for such costs shall in no event exceed 155% percent. Said limit on allowable indirect costs shall apply notwithstanding any audit that indicates that higher indirect costs were actually incurred.

- (b) Applicable indirect costs incurred during the period of this contract, to the extent that such indirect costs are allowable under the "Federal Acquisition Regulations," incorporated herein and made a part hereof by reference.
- (c) Reimbursement for authorized direct expenses as allowed under the provisions of the Federal Acquisition Regulations referred to above and meeting the requirements set forth below. In order to be allowable under Federal awards, the direct cost must be necessary and reasonable for proper and efficient performance and administration of the work executed under this contract. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when governmental units or components are predominately federally-funded.
 - 1) Items of direct expenses attributable directly to this contract, listed in Exhibit B. Inclusion of Exhibit B does not constitute prior approval to incur these expenses.
 - 2) Actual reasonable meeting place expenses of the MPO and the transportation advisory committees of the MPO.
 - 3) Travel: All travel is to be made via the least expensive reasonable means. In keeping with MassDOT's GreenDOT Policy and mode shift initiative, MassDOT strongly encourages travel by public transit, walking or bicycling whenever feasible for travel related to this contract. When automobile travel is necessary, Consultant staff are expected to travel together whenever feasible.
 - 4) Automobile travel reimbursement: The Consultant may charge for automobile travel either on a per-mile basis or for actual expenses of using a rental automobile. Mileage charges for use of automobiles for contract-related purposes are not to exceed the Internal Revenue Service (IRS) approved business standard mileage reimbursement rate that is in effect at the time of travel. Mileage reimbursement is to be the means of payment for automobile travel by private staff-owned automobile, Consultant-owned vehicle, or Consultant-leased vehicle. If the overall cost (factoring in mileage charges, parking, gasoline, etc.) for a rental car is expected to be lower than for mileage charges, the Consultant may charge for the car rental usage fee and gasoline. Tolls and parking costs may also be reimbursed with documentation. The Consultant must provide a clear and explicit delineation of all automobile travel charges, including travel purpose and destination, method of reimbursement (mileage or rental fee plus gasoline), distance, breakdown of charges, and receipts as appropriate.
 - 5) Overnight out-of-state travel: All out-of-state travel expenses that entail an overnight stay shall require prior written approval of the Executive Director.

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- 6) Meetings and conferences. Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information required for work under this contract, are allowable. Travel by planning staff is allowable for attendance at meetings or conferences where technical information will be disseminated that would help the employee(s) perform work under this contract and satisfy the requirements of the metropolitan planning process. Expenses related to attendance at general policy-oriented meetings and conferences not directly related to the tasks covered under this contract are not reimbursable as direct expenses.
- 7) Memberships, subscriptions, and professional activity costs. Costs of the Consultant's organizational memberships in technical and professional organizations are allowable. Costs of the governmental unit's subscriptions to professional and technical periodicals are allowable. Costs of membership in organizations substantially engaged in policy and lobbying are not reimbursable as direct expenses. Costs of individual staff memberships in technical and professional organizations are not reimbursable as direct expenses.
- 8) Meals reimbursement: Breakfast \$5.00; lunch \$10.00; dinner \$20.00. Meal expenses for breakfast or lunch may only be reimbursed when a staff member is absent from his or her home for more than twenty-four hours. Meal expenses for dinner may only be reimbursed for travel ending two or more hours after compensated time.
- 9) Lodging: All lodging expenses require prior written approval of the Executive Director. Hotel/motel expenses will be reimbursed at actual cost provided such cost is found to be reasonable by the Executive Director; room costs over the lodging per diem rate approved by the U.S. General Services Administration (GSA) require documentation of lodging options and justification of the expense. The Consultant shall provide backup of the approved GSA rate with the travel request and with the final invoice for the charge.
- 10) Capital and expendable property and equipment. Expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except where approved in advance by the awarding agency.
- 11) Any individual direct expense of \$1,000 or more shall require prior written approval of the Executive Director. For any individual direct expense of \$1,000 or more, the Consultant shall obtain three competitive cost bids or estimates from reputable vendors, and supply those to the Executive Director with the request for approval of the direct expense. The request for approval shall include justification for the Consultant's selection of vendor. These requirements apply to all direct expenses that have a total cost of \$1,000 or more, not just \$1,000 or more charged to this contract. That is, if the Consultant allocates a direct expense of \$1,000 or more between two or more contracts, or in any way "splits" the expense, the total cost (not just the cost charged to this contract) determines the applicability of these requirements. If the Consultant makes a purchase through the State Procurement Contract, the requirement for three competitive bids or estimates is waived.
- 12) Production costs: Reimbursement may be provided for unusual production expenses (e.g. large reports, promotional materials, large scale graphics, etc.), but not for typical day-to-day production expenses (e.g. copies of agendas, memos, etc.). In keeping with the material reduction element of the GreenDOT Policy, MassDOT strongly encourages the Consultant to minimize production of hard copy materials and encourage staff and members of the public to rely upon online dissemination of materials and information.

13) Other reasonable direct expenses attributable to this contract provided such costs are not included in overhead expenses.

2. **AUDIT ADJUSTMENTS** All costs described above are to be determined by records kept during the contract period, subject to audit by the Massachusetts Department of Transportation. The total of payments made shall be adjusted to conform to a final audit. The total audited amount shall not exceed the maximum fee. Interim audits may be undertaken at any time. Interim adjustments of provisional indirect cost rates may be requested for approval by the Executive Director on the basis of post audits of individual fiscal years or adequate cost allocation plans and/or indirect cost proposals prepared in accordance with Federal Acquisition Regulations (FAR) and approved by the Massachusetts Department of Transportation.

Toward compliance with federal Office of Management and Budget (OMB) requirements, the Consultant shall engage the services of an independent public accountant (IPA) to conduct annual audits and issue audit reports. Prior to engaging an IPA the Consultant shall obtain Massachusetts Department of Transportation review and comment on the proposed agreement with the IPA. The Massachusetts Department of Transportation will not, however, participate in any way in the selection of the IPA. The Massachusetts Department of Transportation may make suggestions as to the IPA's audit coverage and/or audit program. For purposes of this contract, the cost of the services of an IPA shall be allowable as an indirect cost item. The written agreement with the IPA shall include the following provisions:

- a) The IPA audits shall fully satisfy OMB requirement; including the Single Audit Act Amendments of 1997.
- b) The IPAs working papers shall be retained for a minimum of three (3) years from the date of the audit report and shall be made available upon request for review by the US Department of Transportation and/or the US General Accounting Office
- c) The IPA shall be alert to the fact that this duly executed contract is governed by the statutes of the Commonwealth and therefore stands on different legal ground than a direct federal grant. As the Consultant is paid out of state funds, provisions of this contract may differ from federal requirements on direct grants. So as to protect the interests of the Commonwealth, the IPA audit shall contain adequate testing of compliance by the Consultant with all provisions of this contract, including provisions which may differ from the requirements of federal funding agencies under direct federal grants.

The IPA's audit report will include a schedule, "Indirect Cost Rate(s) Applicable to Massachusetts Department of Transportation contract(s) for Fiscal Year 20xx (fiscal year audited)" or similar schedule, disallowed and indirect costs allowed; and a calculation of the indirect cost rate (indirect which shall include columnar tabulations, by account, of Consultant's indirect costs incurred, indirect costs divided by direct salary costs). The schedule will include a tabulation of disallowances under FAR. The indirect cost rate used to determine final payments under this contract will be an annual rate (rather than a series of monthly rates) and will be calculated using indirect costs and direct labor costs for the fiscal year in the base period.

- d) The IPA's audit report will include a "Schedule of Public Support, Revenue and Expenses by Agreement/Grant/Contract Fund." This schedule shall include a listing of revenue sources (federal, state, etc.) and expense classifications (direct salaries, indirect costs, direct costs, etc.) by agreement/grant contract.
- e) The Federal Program Description for these funds is Section 5303 Metropolitan Planning, and the

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Catalog of Federal Domestic Assistance number (CFDA#) is 20-505.

The Massachusetts Department of Transportation reserves the right to reject IPA audit findings and to perform its own audit and issue its own audit reports insofar as this contract is concerned.

3. **METHOD OF PAYMENT** Partial payments against the General (Maximum) Fee shall be for the value of all services performed as shown on invoice(s) submitted by the Consultant and approved by the Executive Director. These partial payments shall be based on actual salaries paid for the period invoiced; plus applicable provisional indirect rate (overhead) for the period invoiced; plus reimbursement for authorized direct expenses for the period invoiced. No premium shall be paid for overtime work. The Massachusetts Department of Transportation reserves the right to defer any partial payments when the ratio of the total salary costs billed (exclusive of direct costs) to the total salary costs as shown in the original proposal is greater than the ratio of the work completed to the total work to be performed under the contract provisions. All invoices and time records shall contain a statement that the Consultant certifies, under the pains and penalties of perjury, that all work for which payment is requested has been performed and that such performance is in full compliance with the provisions of the contract.

All invoices with the exception of the invoice billing for expenses incurred in June shall be submitted no later than thirty (30) days following the month in which the services were performed and shall include a monthly summary sheet, in a format prescribed by the Massachusetts Department of Transportation/Office of Transportation Planning, showing the number of hours per day and total hours for each individual. The June invoice shall be submitted no later than fifteen (days) days following June 30th.

The Consultant shall furnish progress reports for each monthly pay period of its work. The progress report shall accompany the invoice for that period. All work products are subject to the approval of the Executive Director before payment is made. The progress report shall be prepared with a title page indicating the contractor name, the contract number, the report time period, and shall include the following:

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

All invoices shall be submitted digitally to the appropriate MassDOT Contract Manager via email or other agreed-upon electric format. Hard copies of invoices are not required to be sent.

ELIGIBILITY QUESTIONS Interpretation of questions regarding the eligibility of specific items for payment under the contract will be made by the Massachusetts Department of Transportation in accordance with applicable Massachusetts Department of Transportation requirements, and Massachusetts and federal laws and regulations. The Massachusetts Department of Transportation reserves the right to defer any partial payment until such time as disputes concerning the partial payment are resolved by the Massachusetts Department of Transportation. Should the decision of the Massachusetts Department of Transportation be unsatisfactory to the Consultant, it shall have recourse to a hearing with the Massachusetts Department of Transportation Hearing Examiner. The Massachusetts Department of Transportation shall have the final decision in any dispute.

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

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

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

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

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

6. **NONDISCRIMINATION AND UNIVERSAL ACCESSIBILITY**

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

- a) **Compliance with Regulations:** The Consultant shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b) **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials

- and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21. The Consultant shall also abide by the Massachusetts Public Accommodation Law, M.G.L. c 272 §§92a, 98, 98a, and the Governor's Executive Order 526, section 4 which provide that access to programs, services and benefits be provided without regard to religious creed, sexual orientation, gender identity and expression, veteran's status and/or ancestry, along with the bases previously referenced.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract, the Acts and the Regulations, Massachusetts General Laws, and Governor's Executive Orders relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, disability, religious creed, sexual orientation, gender identity and expression, veteran's status and/or ancestry.
- d) **Universal Accessibility of Websites, Meeting Materials, Presentations, Notices, and Contract Deliverables.** The Consultant shall ensure that all materials prepared under this contract meet applicable federal and state requirements for accessibility for persons with disabilities. All electronic and information technology products that are submitted under this contract must be compliant with Section 508 of the Rehabilitation Act so that they can be web posted without further modification. Accordingly, final deliverable reports prepared under this Agreement and submitted in electronic format must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act (<http://www.access-board.gov/508/508standards.htm> - PART 1194) and the Federal IT Accessibility Initiative Home Page (<http://section508.gov>) for detailed information. The following paragraphs summarize the requirements for preparing reports in conformance with Section 508.
- (i) **Electronic documents with images, figures, or tables.** Provide a text equivalent for every non-text or tabular element (including photographs, charts and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. "Text equivalent" means text sufficient to reasonably describe the non-text or tabular element. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.
- (ii) **Electronic documents with forms.** When electronic forms are designed to be completed online, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.
- e) **Information and Reports:** The Consultant shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- f) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it, the FHWA, and/or MassDOT may determine to be appropriate, including, but not limited to: Withholding of payments to the Consultant under the contract until the Consultant complies; and/or Cancellation, termination, or suspension of the contract, in whole or in part.
- g) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Recipient to enter into such litigation to protect the interests of the Recipient and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

7. **GREENDOT POLICY IMPLEMENTATION** In compliance with the Cooperative Agreement provisions regarding the federal Resource Conservation and Recovery Act of 1976, as well as MassDOT's GreenDOT policy, the Consultant shall follow the provisions of Massachusetts Executive Order 515 – Establishing an Environmental Purchasing Policy.

If possible, the Consultant and its Sub-Consultants shall utilize 100% recycled content paper for all deliverables. The Consultant and its Sub-Consultants shall minimize paper use in the Project through digital distribution and double-sided copying whenever possible. Selection of all office and cleaning supplies purchased fully or partially with funds from this Contract shall include consideration of recycled content, reduced hazardous material use in production, natural material content, and other relevant environmental criteria. All equipment purchased as a direct cost of this contract shall be selected with increased energy efficiency and minimal hazardous material content as key criteria. Any wood materials purchased must be Sustainable Forestry Certified.

Additionally all public meetings and events shall be held in a facility that is accessible by public transit if held in a community with fixed route or demand-responsive service, and all reasonable efforts shall be made to schedule public meetings and events during periods when public transit is operating. All reasonable efforts should be made to select meeting locations that provide secure bicycle parking; if a preferred meeting location does not provide secure bicycle parking, the Consultant should request that the venue install bicycle parking in order to provide reasonable access for all transportation modes. Notices for public meeting that include driving directions shall also include comparable transit and bicycling directions to the venue.

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Scope of Work - Newton Shuttle System First/last mile and intra-Newton shuttle

Part I: Project Description

Narrative Description and Project Scope

Proposed Project

The City of Newton, with support from the Chamber of Commerce, multiple businesses and educational institutions, and MassDOT will launch a new technology enabled transportation service that will serve residents, students and employees in Newton. The system will initially provide shared, first/last mile rides between three MBTA stops and the Wells Avenue Business district area of Newton before expanding citywide. The City will cost-effectively deliver the service using state-of-the-art technology, including on-demand, dynamically routed microtransit technology. The City will integrate the system with Newton's recently and successfully launched NewMo senior transportation system, operated by the same vendor, Via under a new contract specific to the commuter service.

Goals

- Sustainability - Reduce single occupancy vehicle trips by providing first/last mile access to transit and shared rides within Newton.
- Economic Development - Foster a thriving business community by increasing access to jobs.
- Equity
 - Enable low-income workers (i.e. those least likely to have a personal vehicle) access Newton's dense Wells Avenue Business district area employment center and other job centers.
 - Provide low-income residents, seniors, and youth affordable, efficient intra-Newton transportation

Project location

The system will initially provide shared, first/last mile rides between three MBTA stops and the Wells Avenue Business district area of Newton (includes Needham Street, Newton Upper Falls, UMass Mount Ida and Wells Avenue) before expanding citywide.

ROW considerations

The work will be conducted entirely within the ROW controlled by a municipality or the Commonwealth of Massachusetts. No ROW acquisition is required.

Who will be served?

After the initial launch in the Wells Avenue Business district area (7,478 employees, 3,144 residents) the system will serve the 88,994 residents and 39,789 employees of Newton. High usage is anticipated by commuters in the Wells Avenue business district area, students, seniors, and low-income residents¹. The City was originally especially focused on the workforce population of the Wells Ave business district area. While still an area of keen interest, we plan to plan to increase the service area to include not just the Wells Avenue area but to support commuters throughout the City. The service area will emphasize connections from employment centers to transit. To cost-efficiently do this, the City will integrate with the NewMo senior shuttle. CMAQ funding is still needed because the combined system will double the number of vehicles needed.

Target Group	Description
Wells Avenue Business district area	The Wells Avenue business district area is one of the region's densest employment centers outside of downtown Boston with 7,478 employees. The area includes Wells Avenue, UMass Mount Ida, Needham Street and Newton Upper Falls. The area also houses 3,144 residents, many of whom will benefit from increased access to transit for their commutes to work outside of the service area.
Students	Newton has a disproportionately high school age population with 22% of residents, or 19,600 youth under 18 years old.
Seniors	Newton has a high senior population, again 22% of the population, or 19,000 residents, over 60 years of age. More than a third, 39% of households in Newton have at least one member over 60 years of age.
Low income	5.6% of Newton households are considered low income.

Sources of Funding/Financial Situation

Newton is keenly focused on creating a financially sustainable system. Newton's system has the following sources of funding:

- **Partner Funding** - Due to the coronavirus pandemic, the City is holding on incorporating contributions from business and educational community partners. Newton's business and educational community partners are deeply committed to reducing drive-alone trips to and from the Wells Avenue business district area in conjunction with this project. Prior to the pandemic, area businesses and organizations pledged up to \$110,000 to support the launch of the shuttle as shown below. Contributions from businesses and educational partners may be incorporated in year 2 as appropriate.
 - UMass Mount Ida (\$60,000)
 - William James College (\$30,000)
 - Jewish Community Center (up to \$20,000)
- **Development** – Newton's development review process has occasionally required developers to financially support a shuttle service. The following developments may be utilized for support in conjunction with this project.
 - Intrum, 180 Wells Avenue (up to \$80,000)

¹ In 2000 the City ran a shuttle system called Newton Nexus. The majority, 68%, of trips were taken by seniors and students.

- Wells Ave LLC, 2 Wells Avenue (up to \$67,500)
 - Jumbo Properties (amount tbd)
 - Atrium (amount tbd)
 - Chestnut Hill Square (amount tbd)
 - Shops @ Chestnut Hill (amount tbd)
 - 400 Langley Road (amount tbd)
- **City Funding** – The City currently and historically provides up to \$350,000 per year to cover operating costs for senior transportation services via NewMo. The City may continue to invest at increasing levels to upwards of \$400,000 per year to support the integrated citywide system.

Demand (Unmet Need for Potential Users)

There is substantial demand for the system by the four previously described user groups:

Target Group	Demand (Unmet Need for Potential Users)
<p>Wells Avenue Business district area</p>	<p>Access to public transit is poor in the Wells Avenue business district area, resulting in high SOV commuting rates and low rates of commuting by transit². Employers report that their employees would like to take transit, however, the three closest rail line stops, Newtonville commuter rail (Worcester Line), Needham Heights commuter rail (Needham Heights) and Green Line (Newton Highlands), are prohibitively far by foot. (See chart on following page with walking distance times to transit.³)</p> <p>The Wells Avenue business district area is undergoing substantial changes that will dramatically increase the area’s resident and commuter population. Establishing a shuttle system area now is critical to ensuring that newcomers adopt sustainable transportation habits.</p> <ul style="list-style-type: none"> • UMass recently acquired its Mount Ida campus in Newton and is poised to grow its student, faculty, and staff population imminently and substantially. • MassDOT’s reconstruction of Needham Street (beginning 2020/2021) will help revitalize the retail district, attracting new retailers and employees, many of whose incomes are lower than the area median. • The Northland development project on Needham Street, recently approved 17-7 by City Council, plans to add 800 new residential units, and more than 200,000 square feet of office and retail space.
<p>Students</p>	<p>Newton students have demonstrated demand for a shuttle.</p> <ul style="list-style-type: none"> • In 2017-2018, Sheprd, a VC funded startup providing private transportation for Newton youth was oversubscribed. The City has

² Relative to other areas of Newton. Newton’s Transportation Strategy, Newton-In-Motion, shows that areas of Newton with better transit access see higher rates of commuting by transit. Residents in the proposed shuttle service area currently have lower rates of commuting by transit than residents living closer to transit in Newton. In much of the service area, only 10-15% of residents commute to work by transit, compared with more than 25% in areas closer to transit. Increasing access to transit will improve the rates of transit usage for residents and workers.

	<p>received numerous requests for a replacement service since the system ceased operations.</p> <ul style="list-style-type: none"> • In 2000 students took 41% percent of trips on Newton’s prior shuttle incarnation, the Nexus. • Numerous Newton youth have asked the City to expand NewMo to youth
Seniors	The City’s NewMo currently offers subsidized trips to any Newton senior to multiple locations. The system provides 25,000 trips per year. NewMo will be incorporated into the citywide shuttle, with increased hours and a broader service area, further increasing senior ridership.
Low Income	Newton Nexus served a disproportionately high number of low-income residents.

Walking Distance from Wells Ave Business district area to Transit Stops

Station	Walking Distance To Wells Ave		Walking Distance to Needham St	
	Miles	Minutes	Miles	Minutes
Newton Highlands Green Line	2.4	48	.6	12
Needham Heights Commuter Rail	1.9	38	2.3	47
Newtonville Commuter Rail	4.5	90	2.8	57

Project Management

The City of Newton’s Director of Transportation Planning, reporting to the Mayor, Chief Operating Officer and Director of Planning and Development, will provide project management and oversight for the City. Nicole Freedman currently serves in this role. Nicole has worked for 12 years in senior leadership positions in transportation in government settings and has been at the forefront of shared mobility since 2008. She spearheaded development of Seattle’s Shared Mobility Plan, is piloting one of the state’s first EV car share programs and helped Boston launch one of the first bike share systems in the United States. She recently implemented Newton’s NewMo microtransit system for seniors.

Funding Request

The City of Newton respectfully requests grant funding in the amount of \$300,000 for the first year of operations to enable the system to launch and expand. The City will provide at minimum a match of 20%. The City has committed substantial cash funding for transporting senior, whose transport will now be integrated into the citywide shuttle and which will serve as the match.

This grant builds on the City’s Workforce Transportation Program Grant award which provides funding to launch the service in the Wells Avenue Business Park. It is anticipated that funding from both grants is used and required to enable expansion citywide. MassDOT and the FHWA will have a separate contract for each grant..

The funding request for the second year is \$275,000, and will support a citywide system for 12 months. The City will provide a minimum match of 20% again in cash through its integration with senior transportation.

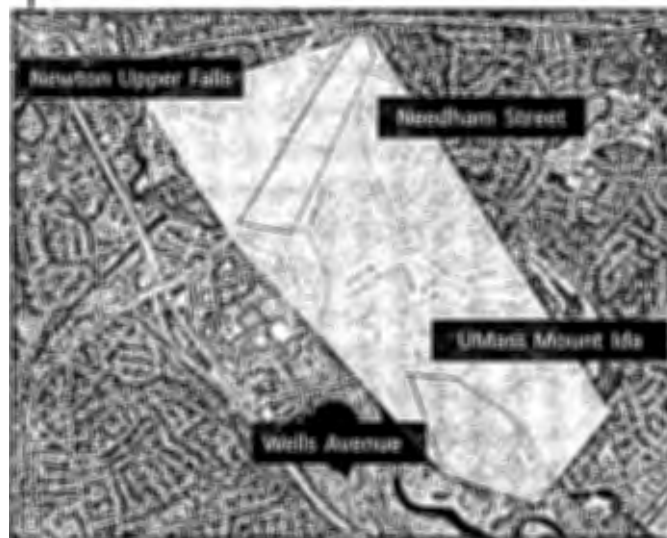
The funding request for the third year is substantially lower at \$152,000 as the system will have already expanded and stabilized. The cash match will be similar.

Part I: Project Description

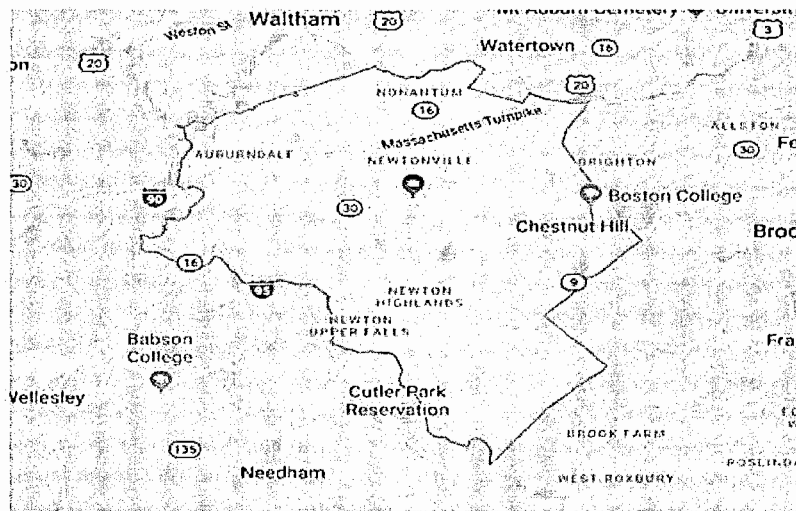
Location of the Project

The system will initially provide shared, first/last mile rides between three MBTA rail lines and the Wells Avenue business district area of Newton (includes Needham Street, Newton Upper Falls, UMass Mount Ida, and Wells Avenue) before expanding citywide. KML/KMZ files have been sent separately.

Map of Initial Wells Avenue Business District Area



Map of Full Citywide Service Area



Part I: Project Eligibility Verification

Air Quality Impact Assessment Required Data

The following data is provided for the expanded citywide system. Expansion is anticipated quickly.

Citywide Service⁴

Type	Data
Daily one-way person-trips anticipated	480
Total route distance in miles	575
Number of round trips per day	N/A (no fixed route)
Vehicle type (e.g. cutaway bus, 30-foot bus, or 40-foot bus)	12-14 passenger Sprinter vans or 4-6 passenger vans or sedans. Hybrid or electric preferred

⁴ Estimates based on pre-pandemic numbers. It is anticipated that commute patterns return to pre-pandemic levels by January 2022.

Proponent's Project Management Capacity

The City will have a contract with MassDOT for the federal funds from the Community Connections Grant. This contract is in addition to the Workforce Transportation Grant contract. MassDOT has significant expertise in managing federal contracts, and the City will support MassDOT's efforts to manage this contract. The City of Newton will be responsible for managing the contract with a vendor to provide turnkey operations. The City has the capacity and experience to manage all aspects of this system including procurement, contracting, budgeting, reporting, project management, and customer relations. The City currently manages a similar system, NewMo, which was designed in part as a pilot system for this proposed citywide service. The City oversees all aspects of the NewMo system, as it will with the proposed system, and has developed a solid system for project management.

City Staff

Title	Name	Role	Hours Annual	Skills/Experience
Director of Transportation Planning	Nicole Freedman	Project Management	500	Nicole has worked for 12 years in senior leadership positions in transportation in government and has been at the forefront of shared mobility since 2008. She spearheaded development of Seattle's Shared Mobility Plan, is piloting one of the state's first EV car share programs and helped Boston launch one of the first bike share systems in the United States. She recently worked to implement Newton's NewMo microtransit system.
Economic Development Director	Devra Bailin	Partnerships	100	Devra served as Economic Development Director for 9 years in Needham, before coming to the City of Newton. While in Needham, she served on the 128 Business Council's Board of Directors where she was involved in an array of shuttle decisions related to contracts, fleet expansion, salaries, and operations.
Director of Planning and Development	Barney Heath	Senior Project Management	20	Barney serves as Director of Planning and Development in Newton after working for 21 years for the City of Pawtucket, RI.
Chief Operating Officer	Jonathan Yeo	Principal Oversight	20	Jonathan serves as COO of Newton. He previously worked in senior leadership positions at the Department of Conservation and Recreation.
Mayor	Ruthanne Fuller	Principal Oversight	10	Ruthanne Fuller has served as Mayor of Newton since January 2018. Prior to that she was a City Councilor for 9 years. She has a BA from Brown University and an MBA from Harvard University.

Part 2: Questions for all Candidates

Network or Connectivity Value

1. Describe any activity hubs, transit nodes, or other relevant elements that your project connects to and/or enhances. Please identify all known existing or connecting fixed-route and paratransit service within a quarter mile of the proposed service.

Wells Ave Business District area	Description
Activity Hubs	<ul style="list-style-type: none"> • Wells Avenue Business Park - Part of the Newton-Needham Innovation District, the Wells Avenue Business Park houses 7,478 employees and has more than 1 million square feet of office space with tenants from higher education, to cybersecurity. • Needham Street Retail and Office District – Newton’s largest commercial corridor, Needham Street houses retail, office, and industrial sites. Needham Street is on the verge of seeing unprecedented growth. • UMass Amherst Mount Ida Campus - Established as a center for student-focused experiential learning and a hub of research-industry collaboration, the Mount Ida Campus is particularly focused on growing its undergraduate career development programs with expanded access to internships and co-ops in the thriving Greater Boston area.
Transit Nodes	<ul style="list-style-type: none"> • Newton Highlands Green Line 2.4 miles • Needham Heights Commuter Rail 1.9 miles • Newtonville Commuter Rail 4.5 miles
Other fixed route/paratransit service	<ul style="list-style-type: none"> • MBTA bus routes 52 and 59 • NewMo Senior transportation service (on-demand, dynamically routed) for seniors 60+ • The Ride – MBTA’s door-to-door paratransit service

Citywide Expanded Area	Description
Activity Hubs	<ul style="list-style-type: none"> Newton's 13 village centers host much of the commercial activity for the City. They are home to distinctive shops, individual restaurants, neighborhood services, places of worship, etc. Newton has 3 regional business areas: Needham Street, Route 9/Boylston Street, and the Wells Avenue Business Park. The Route 9/Boylston Street area, closely associated with the shops at Chestnut Hill is home to several high-end malls and shopping centers that draw employees and shoppers from around the region. See below for Wells Avenue and Needham Street descriptions.
Transit Nodes	<ul style="list-style-type: none"> 7 stops on Green Line: Riverside, Woodland, Waban, Eliot, Newton Highlands, Newton Centre, Chestnut Hill 3 stops on Framingham/ Worcester Commuter Rail Line: Newtonville, West Newton, Auburndale
Other fixed route/paratransit service	<ul style="list-style-type: none"> MBTA bus routes 52, 57, 59, 60, 501-505, 553-556, 558 MWRTA Route 1, 8 NewMo The Ride

2. Document the provision of parking within a half mile of your project. Include an estimate of the number of spaces available, the percentage of spaces used on an average day, and the prices charged.

Parking at MBTA stations is insufficient to meet demand. Two-thirds of Newton's ten MBTA stations have either no dedicated parking area or have lots with excess of 100% occupancy on a typical day. Where parking lots are non-existent, long term public parking on the street is scarce leaving transit commuters to compete with employees for limited parking.

Station	Parking Type	Owner	Location Type	Avail Spaces	Occupancy	Week day	Week end
Auburndale	Surface Lot	MassDOT	Commuter Rail	33	92%	\$6	\$2
Chestnut Hill	Surface Lot	MBTA	Rapid Transit	70	>100%	\$9	\$3
Eliot	Surface Lot	MBTA	Rapid Transit	49	100%	\$9	\$3
Newton Corner	On-Street	Newton	Rapid Transit	Limited		\$0.50	\$0.50
Newton Highlands	On-Street	Newton	Rapid Transit	Limited		\$0.50	\$0.50
Newtonville	On-Street	Newton	Commuter Rail	Limited		\$0.50	\$0.50
Riverside	Surface Lot	MBTA	Rapid Transit	839	84%	\$6	\$3
W Newton (Wash St)	Surface Lot	MassDOT	Commuter Rail	42	134%	\$4	\$2
W Newton (Web St)	Surface Lot	MassDOT	Commuter Rail	155	43%	\$4	\$2
Waban	Surface Lot	MBTA	Rapid Transit	52	118%	\$9	\$3
Woodland	Garage	Other	Rapid Transit	548	NA	\$6	\$3

Part 2: Questions for all Candidates

Coordination and Cooperation between Multiple Entities

Identify the names of the other entities supporting this project. Explain their roles in the project, their financial commitments, and any in-kind support (such as staff time, data resources, or vehicles) they may be providing to the project.

The City of Newton has established the following partnerships to ensure the success of the project.

- *Newton-Needham Chamber of Commerce* – The Chamber of Commerce has taken an active role in convening businesses, outreaching potential vendors, and conducting research to help with the business plan. Additionally, the Chamber is spearheading private sector fundraising and will serve on the evaluation committee for procurement representing the business community.
- *Business and Institutional Support* – As previously mentioned, due to the coronavirus pandemic, the City is holding on incorporating contributions from business and educational community partners. Prior to the pandemic, these area businesses and organizations pledged up to \$110,000 to support the launch of the shuttle, in amounts shown below. Contributions from businesses and educational partners may be incorporated in year 2 as appropriate.
 - UMass Mount Ida (\$60,000)
 - William James College (\$30,000)
 - Jewish Community Center (\$20,000)
- *Development* – As previously mentioned, Newton’s development review process has occasionally required developers to financially support a shuttle service. The following developments may be utilized for support in conjunction with this project.
 - Intrum, 180 Wells Avenue (up to \$80,000)
 - Wells Ave LLC, 2 Wells Avenue (up to \$67,500)
 - Jumbo Properties (amount tbd)
 - Atrium (amount tbd)
 - Chestnut Hill Square (amount tbd)
 - Shops @ Chestnut Hill (amount tbd)
 - 400 Langley Road (amount tbd)
- *Special Vehicle Access* - UMass Amherst Mount Ida has committed to allowing the shuttle exclusive access to an internal road which will enable the shuttle to bypass congestion on the public roads, and thereby have shorter ETA’s. The Jewish Community Center is reviewing a similar request.
- *Newton Senior Center* – The proposed system will integrate with the City’s NewMo senior transportation system. This will introduce significant economies of scale.

Part 2: Questions for all Candidates

Inclusion and Consistency with Local and Regional Plans

Please document if and how your project has been included in local and/or regional plans or analyses.

The proposed shuttle is a Mayoral and administration priority that cuts across departments. Numerous recently produced City and regional plans prioritize the proposed shuttle.

Plan	Location	Description
Newton Transportation Strategy (released February 2017)	Newton	Shared transit and/or a shuttle is one of the top 5 priorities coming out of this plan. Plan states "Offer shuttle service to Newton residents and businesses. Pilot at least one public-private partnership for a shared shuttle service in Newton within 18 months".
Newton Economic Development Action Plan (Approved by City Council 2/4/19)	Newton	Shuttle listed as a high priority, short term objective. Plan states, "Comprehensively evaluate private shuttle routes that operate to create a more inclusive and comprehensive community transit system. Partner with operators to develop a mutually-beneficial system between private and institutional shuttles while also filling needed gaps in service".
Newton Climate Action Plan (Approved by City Council 11/14/19):	Newton	Shuttle listed as major goal in transportation section. Plan states, "Explore public-private partnerships to develop shared and electric shuttles to support first- and last-mile connections".
Needham Street Vision Plan (Adopted by City Council 8/2018)	Wells Avenue Business district area	Plan states, "Encourage new publicly accessible shuttles along Needham Street to the GreenLine".
Wells Ave Market Study (3/2015), produced by MAPC	Wells Avenue Business district area	Second of five major recommendations, the plan suggests "providing public transportation alternatives including shuttle networks".

The proposed shuttle is also consistent with recent statewide plans prioritizing first/last mile shuttles, ridesharing, innovation, and workforce shuttles. These plans include:

- MassDOT Recommendations to Meet the Transportation Future
- MassDOT Congestion in the Commonwealth Study Recommendations

- MBTA Focus 40

Part 2: Questions for all Candidates

Equity Considerations

Staff invites submission of descriptive or qualitative information about the TE populations the project is expected to serve.

In 2000, the City operated a pilot shuttle called Newton Nexus within the City. Approximately 68% of riders were seniors, youth, or mobility impaired individuals. The City anticipates the citywide system will see similarly high usage by these demographics in addition to high usage by commuters.

Generation of Modal Flexibility and Shift

Please describe how the project will: allow new trips that prior to this project would only have been possible by motor vehicle, shift existing trips from the single-occupancy vehicle mode to other modes

The proposed shuttle shifts single-occupancy vehicle (SOV) trips to shared trips and creates an alternative to motor vehicle trips in two substantial ways:

- The system will provide first/last mile access between the Wells Avenue business district area and three MBTA stations. Access to public transit is poor in the Wells Avenue business district area, resulting in significantly higher SOV commuting rates (and lower rates of transit use) relative to areas of Newton with better transit access⁵. Employers report that their employees would like to take transit, however, the three closest rail line stops, Newtonville commuter rail (Worcester Line), Needham Heights commuter rail (Needham Heights) and Green Line (Newton Highlands) are prohibitively far by foot. The shuttle will provide important first/last mile access, making commuting by transit feasible. This is especially critical as the Wells Avenue business district area is undergoing substantial growth that will dramatically increase the area's population soon. Enabling newcomers to access transit at the onset of their relocation will be particularly effective in reducing SOV trips.

⁵ Newton's Transportation Strategy, Newton-In-Motion, shows that areas of Newton with better transit access see higher rates of commuting by transit. Residents in the proposed shuttle service area currently have lower rates of commuting by transit than residents living closer to transit in Newton. In much of the service area, only 10-15% of residents commute to work by transit, compared with more than 25% in areas closer to transit. Increasing access to transit will improve the rates of transit usage for residents and workers.

- The system will create a first-of-its kind ubiquitous, intra⁶-Newton shared transportation system that will reach much of Newton beyond Wells Avenue, including Newton's 10 transit stops. Using micro-transit technology, every resident and visitor will be able to take efficient and inexpensive shared trips throughout Newton without needing their origin or destination to be proximate to an MBTA stop. The service is particularly effective at eliminating vehicle trips by the student population, as students requiring transportation by parents often create two round trips for every one trip.

Demand Projections

Provide an estimate of what the typical weekday and weekend (if applicable) usage of the new service or facility will be once it has been in operation or existence for six months.

The initial service, serving the Wells Ave business district area will provide approximately 126 trips per weekday. After the citywide expansion, estimated to take place within month 6 to 12. The system will provide 480 trips per weekday and 60 trips per weekend day. The demand projection is based on a model that uses four different methods to project ridership⁷.

⁶ Shuttle will serve Needham Heights MBTA and select locations just outside of Newton.

⁷ Method 1: Via looked at the addressable market of employees (23%) living along the rail lines served by the system, and therefore potential users. Method 2 looked at ridership in Needham nearby 128 Biz Council commuter shuttle and extrapolated ridership based on the relative populations. Method 3 looked at Via ridership in South Seattle, where they operate a similar system, and extrapolated based on relative population. Method 4 looked at senior ridership for NewMo1.0 and extrapolated based on population of seniors, vs population at Wells.

Part 3: Additional Questions for Operating Projects

Long Term Financial Plan

1. Use the budget worksheet to create a detailed annual budget for your proposal covering the three years of Boston Region MPO funding, including all expected costs and revenue sources.

See appendix for budget worksheet.

2. Detail your proposed fare structure and describe the rationale for it.

The vendor, with input from the City, will design its fare structure to be consistent with the project's stated sustainability, economic development and equity goals. Vendor will keep revenue from the citywide system. The City will keep revenue from the senior trips which are charged at \$.50-\$5 according to a sliding scale.

3. Describe your plans for reaching sustainability after the three-year limit for subsidies has been reached. Indicate the steps to be taken towards sustainability and the milestones to be reached during the first two years of funding.

Newton is keenly focused on creating a financially sustainable system beyond the funding period. Newton is employing a five-point fundraising strategy to ensure sustainability.

1. Partner Funding – As previously mentioned, the City, with help from the Chamber of Commerce, had received funding pledges from the business and educational communities prior to the pandemic. Fundraising for the system may resume in year 2 as appropriate.
2. Development – As previously mentioned, the City, via its development review process has occasionally required developers to provide or financially support a shuttle service. The following developments may be utilized support in conjunction with this project.
 - i. Intrum, 180 Wells Avenue (up to \$80,000)
 - ii. Wells Ave LLC, 2 Wells Avenue (up to \$67,500)
 - iii. Jumbo Properties (amount tbd)
 - iv. Atrium (amount tbd)
 - v. Chestnut Hill Square (amount tbd)
 - vi. Shops @ Chestnut Hill (amount tbd)
 - vii. 400 Langley Road (amount tbd)
3. Cost-Effectiveness - Newton is being intentional about making the service cost-effective. The City will be procuring the service in a competitive bid, in which cost will be a factor.
4. Advertising/ Sponsorship - The City is evaluating whether the vendor will sell vehicle advertising and sponsorship which would entail wrapping the vehicles, to further generate revenue.

In Years 1-2, milestones and next steps include:

1. Year 1:
 - a. Launch citywide system
 - b. Vendor initiate selling ads and sponsorships on vehicles, as appropriate.
 - c. Vendor and/or Chamber of Commerce engages private sector for financial support in year 2
2. Year 2:
 - a. Secure funding commitments totaling \$110,000 per year from private sector

Part 3: Additional Questions for Operating Projects

Service Plan

1. Describe your service plan, including the routes and services you have designed to meet the needs of the envisioned ridership.

Newton's shuttle system will initially provide shared, first/last mile rides between three MBTA rail stops and the Wells Avenue business district area before expanding citywide. The system will be integrated with the existing senior transportation system in Newton. Key service plan elements include:

- Service model - The City's will implement a microtransit service model with on-demand, dynamically routed shared trips. Hybrid or fixed route elements may be added as deemed appropriate.
- Hours of Operation: The service will operate up to 11 hours per weekday initially. Limited weekend hours may be offered. Hours may be adjusted according to demand.
- Stops: The Wells Ave business district service area will include:
 - Wells Avenue Business Park
 - UMass Amherst Mount Ida campus
 - Needham Street
 - Jewish Community Center
 - Three MBTA stops, most likely Newton Highlands MBTA (Green Line), Newtonville Commuter Rail (Worcester/Framingham line), Needham Heights Commuter Rail (Needham Line)
- ETA/Headway - The average wait time will be <20 minutes.

2. Describe the types of vehicles your service would use and to whom they would belong.

Vendor will use a fleet of combustion engine, hybrid or electric sedans, passenger vans or larger vehicles as deemed appropriate. Vendor will provide WAV vehicle(s) to meet demand. Vendor will lease or own the vehicles.

3. (Answer combined with 4) Explain how your service plan meets the needs of the envisioned ridership. Please identify the total number of employees who could be served and provide details about work shifts, and

4. (Answer combined with 3) Describe how the service will connect potential riders with desired activity hubs (major destinations).

Wells Avenue Business District Area - The Wells Avenue business district area, the initial service area, has 7,478 employees and 3,144 residents. Wells Avenue employees typically work standard workdays, arriving from 7:00 to 10:00 AM and departing from 4:00 to 7:00 PM. Students, staff and visitors to William James, UMass Mount Ida and the Jewish Community Center however, all part of the Wells Avenue business district service area, require service from 10:00 AM to 8:00 PM to accommodate their varied schedules. The systems will meet the demand by operating from 11 hours per day initially.

To adequately serve the largest pool of users, the system will provide service to not one, but three, of the closest rail and subway lines. Commuters to the Wells Avenue business district area have homes spread out throughout metro-Boston. If the shuttle served just one rail line, for instance, by stopping at just the Newton Highlands MBTA stop, only the 6% of the Wells Ave population that resides along the Green Line could be potentially served. It is imperative therefore to serve the three lines to increase the pool of potential riders.

Microtransit is the most cost-efficient way to serve the three lines efficiently⁸:

- Vehicles are only routed to where passengers and demand exists
- Wait times are minimized without time buffers required for a fixed schedule
- During low-demand times, riders see improved quality of service with shorter wait times

Citywide Service Area - The citywide service will serve members of the Newton community (88,994 resident and 39,789 employees) with an emphasis on serving commuters requiring first/last mile rides to transit, and residents and visitors travelling within Newton between points not served by transit. At launch, anyone in the Wells Avenue business district area can take a ride to/from anywhere in the City of Newton. People from other parts of the City can only take a ride to/from select transit locations and/or Wells Ave business district area.

Microtransit is superior in that:


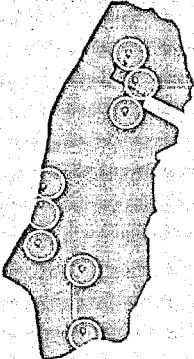


- Creation of a dense network of virtual stops enables 100% of residents, employees, and visitors to access the system, not just those within walking distance to a transit stop
- Dynamic routing ensures the system is efficient while serving 100% of locations in Newton

⁸ Newton's RFP will express a preference for on-demand microtransit system as the means to address these needs, but the City will remain open to the most superior service model proposed to address needs.

- Through the microtransit service model, passengers will be able to access all desired activity hubs and transit locations as well as less popular origins and destinations

Vendor Comparison of Public Transit vs Microtransit

**On-demand shuttle networks
efficient, affordable urban transit**

<p>Legacy public transit</p> <ul style="list-style-type: none">• Fixed route• Sparse network of static physical bus stops• Expensive, slow-moving vehicles 			<p>on-demand public transit</p> <ul style="list-style-type: none">• Dynamic routes, adapt to real-time traffic and demand• Dense network of virtual bus stops• Infrastructure = data• Low operating cost, rapid deployment 
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5. Affirm your chosen operator's ability to meet the requirements of the Americans with Disabilities Act.

The City's procurement will require that the operator comply fully with the Americans with Disabilities Act.

Part 3: Additional Questions for Operating Projects

Operations

1. Will the vehicles and drivers be provided by a private contractor or will the service be operated directly by the applicant?

The City contract with operating partner, Via will require the vendor to provide the following services.

- System Design and Planning
- Vehicles including maintenance, cleaning, and inspection
- Drivers and driver training
- Customer Service, Sign-up and Registration
- Marketing
- Insurance
- Reporting & Data
- Project Management
- Fundraising, if requested by the city

2. Who will administer the service? In particular, who will be responsible for monitoring the service provider and responding to customer concerns? Describe the administrator's track record (if any) in monitoring this type of service.

The City will have a contract with MassDOT for the \$110 federal funds from the Community Connections Grant. MassDOT has significant expertise in managing federal contracts, and the City will support MassDOT's efforts to manage this contract. The City of Newton will oversee the vendor and be responsible for ensuring successful implementation of project operations including:

- Project Oversight
- Procurement
- Vendor contract
- Operations reporting
- Budget
- Fundraising
- Customer relations
- Evaluation

The City has the capacity and experience to manage the operational aspects of this project. As previously mentioned, the City currently manages a similar system, NewMo, which was designed in part as a pilot for this proposed service. The City oversees all aspects of the NewMo system, as it will with the proposed system, and has developed a solid understanding of project management requirements.

Part 3: Additional Questions for Operating Projects

Marketing Plan

1. Describe in detail your plan for informing potential customers about the new service and encouraging them to become regular users.

The City will actively engage with the vendor, Via, to implement a comprehensive marketing strategy including detailed plans for digital marketing, public relations and community engagement, including but not limited to the following:

- Develop a marketing plan to guide the overall strategy and tactics to drive rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with the City.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for Riders to become the service's biggest ambassadors.
- Manage digital marketing campaigns to build awareness and drive service adoption.
- Propose and implement in-app promotional programs to drive rider activation, retention, growth.
- The City shall assist with the execution of the marketing plan and promotion of the platform to riders, and will coordinate closely with Via in all respects, including the following activities:
 - Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with Via. All key project messaging used for public relations purposes is to be developed in collaboration with Via. The City will make best efforts make available for Via's review and approval prior to the launch date any media announcements.
 - Implement community outreach plan by meeting with key organizations and community members ahead of launch date and throughout the duration of the operations to educate, build awareness, and garner support for the service.
 - Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

2. Discuss your plans for branding the new service.

The City of Newton intends to use the branding and logo recently developed for NewMo. At the time it was developed, it was envisioned that it would be used for an expanded citywide system.

3. Explain how transit stops will be marked. Describe any permitting processes that may be in place for locating transit stops.

The City reviews and issues permits for all official shuttle stops. The City will support permit requests submitted by the vendor for designated stops that are part of the initial service area. Stops will be marked with the system logo.

4. What types of printed or electronic schedule information will be provided? How and where will this information be available to the public? Will your service publish schedule or stop information in General Transit Feed Specification (GTFS) format or another shareable, interoperable format?

The City will try to minimize any printed material to be sustainable. For launch, the City will consider placing posters promoting the system at civic buildings such as City Hall, schools, public library, independent shops with billboards and at MBTA stations.

5. How will potential customers be able to find out more about the service, and how will regular customers access real-time information on service disruptions and up-to-date schedules (for example, by telephone information line or a website)?

- The vendor will provide phone, and app-based customer service.
- The City and vendor likewise will circulate FAQ's on its website and through email channels.
- Emails and/or app notifications go out to notify customers of service disruptions, or other important information.

6. Describe any other marketing pieces that may be mailed, emailed, posted, or advertised.

To be environmentally sustainable, printed material will be minimized. People will be directed to the City and/or vendor website and app for information on the system.

Part 3: Additional Questions for Operating Projects

Performance Monitoring Plan

(Answers combined)

1. Describe how you plan to collect and maintain your ridership, demographic, and marketing data.
2. Describe your plans for collecting ridership data
3. How will you determine the success of marketing efforts in terms of increasing ridership and awareness of the service and, ultimately, shifting trips from the single-occupancy vehicle mode to other modes?

Newton's Director of Transportation Planning is responsible for monitoring and evaluating the project to ensure successful implementation with the vendor. The City will employ the same method for monitoring and evaluating that it currently uses to monitor its NewMo transportation system. The City will collect qualitative, quantitative, and first-hand data to develop deep understanding of system performance.

- Project Management Meetings - The City requires regular and ongoing meetings with the vendor's General Manager to discuss system performance. Expected schedule is as follows:
 - a. Leading up to launch meetings take place 2-3 times per week
 - b. Immediately after launch, until the system stabilizes, meetings take place daily
 - c. Once the system is stabilized weekly calls are maintained
 - d. When issues arrive, daily calls resume until the issue is resolved.
- Global Metrics - The City will be monitoring overall system health, financial sustainability, and environmental benefits through the following key global metrics, with data provided by the City and vendor.
 - a. System Health – Total rides, number of unique riders, shuttle rides as percentage of overall trips
 - b. Financial sustainability – Committed funding, total cost, cost per ride
 - c. Environmental benefits – Gallons of gas used, GHG emissions and VMT eliminated, passenger miles relative to miles driven
- Service Levels - As with the City's existing NewMo system and bike share system, the City requires access to de-identified data, usually via an online dashboard, which streamlines analysis and helps the City compare actual service levels to committed service levels. These service levels, which serve as the backbone for evaluation are baked into the project from inception; the RFP and subsequent vendor contract specify and require the vendor to commit to and adhere to tight service levels and provide relevant data to monitor these service levels. Anticipated service levels are as follows.

a. Average trip rating	>4.5
b. Average wait time	<=20 minutes
c. Trip Completion	>=97%
d. Average wait time customer service	<30 minutes

- Survey - The City will issue an annual survey to get a deeper understanding of the service impact. Questions will be asked to assess:
 - a. User demographic
 - b. Purpose of trip
 - c. How people would have otherwise made the trip
 - d. Why people use the system
 - e. How people heard about the system
 - f. Recommendations and suggestions

- Marketing Analysis - The City will review marketing data regularly as follows:
 - a. Analysis of email and website data to understand links and hits of different efforts
 - b. Review of new sign ups and new trips, relative to when marketing efforts hit
 - c. Analysis of survey question how people heard about the service

- Direct Interaction – Not to be minimized, the City receives invaluable feedback directly from passengers and constituents who contact the Mayor’s Office or City 311 system. Additionally, the City Project Manager rides the system regularly, and speak with drivers and customers to maintain a pulse on system performance.

Appendix: Budget Worksheet Year 1

ANNUAL BUDGET WORKSHEET

Fill in only green cells. Other cells are automatically calculated.

Applicant: **Newton**
 Service: **Street**
 Period: **Year 1**

If vehicle expected to be operated by a contractor that covers operator's wages, fuel, and other costs under a single hourly rate, place an "X" in this box.

\$37.50

Then enter the hourly rate here.

and leave the "Operator Wages," "Fuel," "Other Costs," and "Estimated Fuel Costs Per Gallon" sections blank on the left.

COSTS

Operator Wages	
Annual Wages	\$3.00
Operator Fringe Benefits	\$2.00
Subtotal	\$5.00

Fuel	
Annual Fuel Costs	\$20,000
Subtotal	\$20,000

Enter expected amount of expenditure or other "budgeting" where appropriate.

Administration	
Administration Wages	\$5.00
Administration Fringe Benefits	\$5.00
Printed Marketing Materials	\$5.00
Vehicle Insurance	\$5.00
Vehicle Branding (Painting)	\$5.00
Data Collection/Recording	\$5.00
Administrative Office Overhead	\$5.00
Subtotal	\$40.00

Other Costs	
Maintenance Wages	\$5.00
Maintenance Fringe Benefits	\$5.00
Maintenance Supplies	\$5.00
Vehicle Insurance	\$5.00
Other Insurance	\$5.00
Other Facility Costs (Utilities, etc.)	\$5.00
Uniforms	\$5.00
Other (Describe)	\$5.00
ADA compliance costs (over annual cost)	\$5.00
Subtotal	\$60.00

Subtotal Operating Costs \$105,000.00

Capital Costs	
Vehicles (Fuel provided by contractor)	\$5.00
Garage Mortgage Loans	\$5.00
Bus Stop Signs	\$5.00
Bus Stop Shelters	\$5.00
Modifications to sidewalks, curbs, or roadways	\$5.00
Other (Describe)	\$5.00
Subtotal Capital Costs	\$40.00

Total Costs \$145,000.00

REVENUE

Fares	
Projected Fare Revenue	\$12,753.25
Subtotal	\$12,753.25

Other Revenue	
Projected Annual Contribution From Corporate Partners	\$5.00
Projected Annual Contribution From Municipal Sources	\$762,000.00
Projected Annual Contribution From Grant Programs (Other than MPO)	\$530,000.00
Requested Annual Contribution From Boston MPO	\$503,043.75
Subtotal	\$1,799,043.75

Total Revenue \$1,811,797.00

Hours, Miles, and Days of Service		Wednesday	Thursday	Friday
Enter hours of service per day of week (include "touches" of non-revenue hours between vehicle storage location and beginning of route)		10	5	5
Enter daily miles of service (include "touches" of non-revenue miles between vehicle storage location and beginning of route)		208	100	100
Enter number of service days per year (usually 250 weekdays, 53 Saturdays, and 53 Sundays)		250	53	53
Annual Hours of Service		2500		
Annual Miles of Service		52000		

Projected Ridership		Wednesday	Thursday	Friday
Enter Estimated Average Daily Passengers		207	60	60
Enter Estimated % Senior/Disabled Riders		33%	27%	27%
Enter Estimated % Student Riders		33%	41%	41%

Unit Costs/Tolerances	
Enter Operator Wage Per Hour	\$5.00
Enter Estimated Miles Per Gallon of Vehicle	0
Enter Estimated Fuel Costs Per Gallon	\$5.00
Annual Gallons of Fuel Required	\$20,000

Fares	
Enter Estimated % Riders using Monthly Passes	0%
Enter Adult Cash Fare	\$5.00
Enter Senior/Disabled Cash Fare	\$1.10
Enter Student Cash Fare	\$5.00
Enter Adult Monthly Pass Price	\$5.00
Enter Senior/Disabled Monthly Pass Price	\$5.00
Enter Student Monthly Pass Price	\$5.00
Total Annual Passengers	20750
Average Fare	\$5.15

Appendix: Budget Worksheet Year 2

ANNUAL BUDGET WORKSHEET

Fill in only green cells. Other cells are automatically calculated.

Applicant: Boston
 Service: Streets
 Period: Year 2

Hourly rate expected to be reported by a contractor that covers operators' wages, fuel, and other costs under a single hourly rate, place an "X" in this box, then enter the hourly rate here, and leave the "Operations Wages," "Fuel," and "Cover Costs" sections blank on the left.

Enter expected hours of operations or units "ongoing" where appropriate.

COSTS

Operations Wages	
Annual Wages	\$0.00
Operator Fringe Benefits	\$0.00
Subtotal	\$0.00

Fuel	
Annual Fuel Costs	\$00001
Subtotal	\$00001

Administration	
Administration Wages	\$0.00
Administration Fringe Benefits	\$0.00
Printed Marketing Materials	\$0.00
Web Site Maintenance	\$0.00
Vehicle Deregistering	\$0.00
Data Collection/Monitoring	\$0.00
Administrative Office Overhead	\$0.00
Subtotal	\$0.00

Other Costs	
Maintenance Wages	\$0.00
Maintenance Fringe Benefits	\$0.00
Maintenance Supplies	\$0.00
Vehicle Insurance	\$0.00
Cover Insurance	\$0.00
Cover Paid by Costs (NHBA, etc.)	\$0.00
Uniforms	\$0.00
Cover (describe)	\$0.00
ADA compliance costs (what annual total)	\$0.00
Subtotal	\$0.00

Subtotal Operating Costs \$842,188.67

Capital Costs	
Vehicles (if not provided by contractor)	\$0.00
Garage Mortgage/Lease	\$0.00
Bus Stop Signs	\$0.00
Bus Stop Shelters	\$0.00
Modifications to sidewalks, curbs, or roadways	\$0.00
Cover (describe)	\$0.00
Subtotal Capital Costs	\$0.00

Total Costs \$842,188.67

REVENUE

Fares	
Projected Fare Revenue	\$37,433.00
Subtotal	\$37,433.00

Other Revenue	
Projected Annual Contribution From Corporate Partners	\$112,000.00
Projected Annual Contribution From Municipal Sources	\$200,000.00
Projected Annual Contribution From Grant Programs (Other than MPO)	\$170,000.00
Requested Annual Contribution from Boston MPO	\$274,748.67
Subtotal	\$664,748.67

Total Revenue \$842,188.67

Hours, Miles, and Days of Service	Weekday	Saturday	Sunday
Enter hours of service per day of week (include "on-call" or non-revenue hours between vehicle storage location and beginning of route)	12	4	4
Enter daily miles of service (include "on-call" or non-revenue miles between vehicle storage location and beginning of route)	576	136	108
Enter number of service days per year (usually 220 weekdays, 53 Saturdays, and 53 Sundays)	250	50	50
Annual Hours of Service	3400		
Annual Miles of Service	154000		

Projected Ridership	Weekday	Saturday	Sunday
Enter Estimated Average Daily Passengers	400	80	80
Enter Estimated % Senior/Disabled Riders	37%	27%	27%
Enter Estimated % Student Riders	41%	41%	41%

Unit Costs/Efficiencies	
Enter Operator Wage Per Hour	\$0.00
Enter Estimated Miles Per Gallon of Vehicle	0
Enter Estimated Fuel Costs Per Gallon	\$0.00
Annual Gallons of Fuel Required	\$00001

Fares	
Enter Estimated % Riders using Monthly Passes	0%
Enter Adult Cash Fare	\$0.00
Enter Senior/Disabled Cash Fare	\$1.10
Enter Student Cash Fare	\$0.00
Enter Adult Monthly Pass Price	\$0.00
Enter Senior/Disabled Monthly Pass Price	\$0.00
Enter Student Monthly Pass Price	\$0.00
Total Annual Passengers	120000
Average Fare	\$0.30

Appendix: Budget Worksheet Year 3

ANNUAL BUDGET WORKSHEET

Fill in only green cells. Other cells are automatically calculated.

Applicant: **Newton**
 Service: **Street**
 Period: **Year 3**

If service is expected to be operated by a contractor that covers operators' wages, fuel, and other costs under a single hourly rate, please enter the hourly rate here, then enter the hourly rate here, and leave the "Operator Wages," "Fuel," and "Other Costs" sections blank on the left.

COSTS

Operator Wages	
Annual Wages	\$0.00
Operator Fringe Benefits	\$0.00
Subtotal	\$0.00

Fuel	
Annual Fuel Costs	\$0.00
Subtotal	\$0.00

Administration	
Administrators' Wages	\$0.00
Administrators' Fringe Benefits	\$0.00
Printed Marketing Materials	\$0.00
Vehicle Maintenance	\$0.00
Vehicle Inventory (Painting)	\$0.00
Van Calibration/Monitoring	\$0.00
Administrative Office Overhead	\$0.00
Subtotal	\$0.00

Other Costs	
Maintenance Wages	\$0.00
Maintenance Fringe Benefits	\$0.00
Maintenance Supplies	\$0.00
Vehicle Insurance	\$0.00
Driver Insurance	\$0.00
Driver Paid by Comm. (Utilities, etc.)	\$0.00
Uniforms	\$0.00
Driver (describe)	\$0.00
ADA compliance costs (other than seats)	\$0.00
Subtotal	\$0.00

Subtotal Operating Costs \$0.00

Capital Costs	
Vehicle (Fuel provided by contractor)	\$0.00
Garage Mortgage Loans	\$0.00
Bus Stop Signs	\$0.00
Bus Stop Shelters	\$0.00
Modifications to sidewalks, curbs, or roadways	\$0.00
Other (describe)	\$0.00
Subtotal Capital Costs	\$0.00

Total Costs \$0.00

REVENUE

Fares	
Projected Fare Revenue	\$40,000.00
Subtotal	\$40,000.00

Other Revenue	
Projected Annual Contribution From Expenses Payees	\$200,000.00
Projected Annual Contribution From Municipal Sources	\$400,000.00
Projected Annual Contribution From Grant Programs (Other than MPO)	\$100,000.00
Requested Annual Contribution from Boston MPO	\$100,000.00
Subtotal	\$800,000.00

Total Revenue \$840,000.00

Hours, Miles, and Costs of Service	Weekday	Saturday	Sunday
Enter hours of service per day (include "deadhead" non-revenue hours between vehicle storage location and beginning of route)	12	4	4
Enter daily miles of service (include "deadhead" non-revenue miles between vehicle storage location and beginning of route)	275	106	106
Enter number of service days per year (usually 250 weekdays, 53 Saturdays, and 53 Sundays)	250	50	50
Annual Hours of Service	3400		
Annual Miles of Service	69425		

Projected Ridership	Weekday	Saturday	Sunday
Enter Estimated Average Daily Passengers	500	70	70
Enter Estimated % Disabled/Disabled Siders	27%	27%	27%
Enter Estimated % Transit Siders	41%	41%	41%

Unit/Driver/Trailer/Engine	
Enter Operator Wage Per Hour	\$0.00
Enter Estimated Miles Per Gallon of Vehicle	0
Enter Estimated Fuel Costs Per Gallon	\$0.00
Annual Gallons of Fuel Required	\$0.00

Fares	
Enter Estimated % Riders using Monthly Passes	0%
Enter Adult Cash Fare	\$0.00
Enter Senior/Disabled Cash Fare	\$1.10
Enter Student Cash Fare	\$0.00
Enter Adult Monthly Pass Price	\$0.00
Enter Senior/Disabled Monthly Pass Price	\$0.00
Enter Student Monthly Pass Price	\$0.00
Total Annual Passengers	127000
Average Fare	\$0.00



Sandy Johnston
Central Transportation Planning Staff
Boston Region Metropolitan Planning Organization
10 Park Plaza, Suite 2150
Boston, MA 02116

Dec. 3, 2019

Dear Mr. Johnston,

Over the past five years, the Newton-Needham Regional Chamber has been working to revitalize the Wells Ave section of Newton, an underutilized office park that, until our efforts began, had not seen any significant upgrades in 15 years.


Thanks to a 2015 seed grant from the U.S. Economic Development Administration we conducted an economic development study and created a program to market Wells Ave, as part of the "N-Squared Innovation District," a destination for new and innovation economy businesses. This effort has yielded great results and growth. Several property owners have invested in renovating and upgrading their properties. Employers working in the life sciences, cybersecurity and education sector have relocated and expanded here.

But our success and future success at Wells Ave has always been impeded by one critical factor: lack of first mile/last mile transportation from the nearby Green Line and Needham Line commuter rail stations.

That's why the chamber enthusiastically supports the City of Newton's application for the MPO's Community Connections Program grant. We are thrilled to be working with the city to help implement a new public transportation system aimed at providing first mile/last mile access to the MBTA. Working closely with the city and our property owners and employers the chamber is committed to play a proactive role in convening businesses, fundraising, procurement, planning and evaluation of the project.

Thank you for your consideration of Newton's application.

Sincerely,



Greg Reibman
President
Newton-Needham Regional Chamber



**WILLIAM JAMES
COLLEGE**

Sandy Johnston
Central Transportation Planning Staff
Boston Region Metropolitan Planning Organization
10 Park Plaza, Suite 2150
Boston, MA 02116

December 2, 2019

Dear Mr. Johnston,

I am writing in support of the City of Newton's application for Community Connections Program funding. We are thrilled to be working with the City of Newton to help implement a new public transportation system aimed at providing first mile/last mile access to the MBTA. William James College employs approximately 200 full and part time faculty and staff and has approximately 750 students. We believe this new system will reduce vehicle trips to and from our facility by enabling our students and employees to access our facility by public transportation. William James College plans to provide \$30,000 in funding to support this new transportation system.

Thank you for your consideration of Newton's application.

Sincerely,

A handwritten signature in cursive script that reads "Daniel J. Brent".

Daniel J. Brent, MSA, CPA - Vice President of Finance and Operations
William James College
One Wells Avenue
617-564-9336 - www.williamjames.edu
Dan_brent@williamjames.edu

1 Wells Ave
Newton, Massachusetts 02459
617.327.6777
www.williamjames.edu



Jumbo Capital Management, LLC

REAL ESTATE INVESTMENT | ASSET & PROPERTY MANAGEMENT

Sandy Johnston
Central Transportation Planning Staff
Boston Region Metropolitan Planning Organization
10 Park Plaza, Suite 2150
Boston, MA 02116

December 3, 2019

Dear Mr. Johnston,

I am writing in support of the City of Newton's application for Community Connections Program funding. We are thrilled to be working with the City of Newton to help implement a new public transportation system aimed at providing first mile/last mile access to the MBTA. Our properties at 199 Wells Ave, 7-57 Wells Ave and 75-95 Wells Ave employ more than 400 staff. We are eager to help our tenant's staff commute to and from work without a car using public transportation. Jumbo Capital Management's SPE for Wells Ave park plans to consider funding to support this new transportation system.

Thank you for your consideration of Newton's application.

Sincerely,

A handwritten signature in black ink, appearing to read "Jordan Berns", written in a cursive style.

Jordan Berns
Partner
Jumbo Capital Management, LLC
jberns@jumbocapital.com



Sandy Johnston
Central Transportation Planning Staff
Boston Region Metropolitan Planning Organization
10 Park Plaza, Suite 2150
Boston, MA 02116

December 3, 2019

Dear Mr. Johnston,

I am writing in support of the City of Newton's application for Community Connections Program funding. We are thrilled to be working with the City of Newton to help implement a new public transportation system, aimed at providing first mile/last mile access to the MBTA. The Leventhal-Sidman Jewish Community Center employs 125 full and part time staff and has roughly 10,000 members. We believe this new system will reduce vehicle trips to and from our facility by enabling members and staff to access our facility by public transportation. The Leventhal-Sidman Jewish Community Center plans to provide up to \$20,000 in funding to support this new transportation system.

Thank you for your consideration of Newton's application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Sokoll', written over a horizontal line.

Mark Sokoll
President & CEO
JCC Greater Boston

JCC Greater Boston
333 Nahanton Street
Newton, MA 02459-3213
T 617.558.6522
bostonjcc.org

SUPPORTED BY
CJP The logo for CJP (Community Jewish Partnership), featuring the letters 'CJP' in a bold, sans-serif font next to a circular emblem containing a menorah.



Request For Allocation of Funds Prior to Encumbrance

Project Number(s)

Encumbrance Document ID			
Trans	Dept	Unit	Identification Number
CT	DOT	0801	INTF00X02022H0115997

681

8/17/2021

Funding Source

Capital Tolls Capital Tolls General Federal Grant
 Operating Tolls Operating Expendable Trust

Approp No	Obj	Unit	Activity	Program	Phase	N/P	Amount Allocated
61212114	N13	0801					\$581,600.00
							\$581,600.00

Obligation By Fiscal Year for Multi-Year Contracts

	61212114	Total
2022	\$240,000.00	\$240,000.00
2023	\$220,000.00	\$220,000.00
2024	\$121,600.00	\$121,600.00
MMARS Total	\$581,600.00	\$581,600.00

Reason for Request: Newton Shuttle System First/last mile and intra-Newton shutt

Contract #: 115997 Cost Reduction %:
 Vendor ID & Adress Code: VC6000192120 AD002 Current Year Savings:

Vendor Name: CITY OF NEWTON

Contract Location:

Contract Description: Planning: Newton Shuttle System
 First/last mile and intra-Newton shuttle

Report Notes:

Recommended by: Maria Ramirez 09/27/2021.-
 (Signature / Date)

Approved by: Danely McKe 09/28/21
 (Signature / Date)

Completed by the Budget Office:

Expense Budget Entered By: _____ Approved by: John Caljouw 9/29/21
 (Signature / Date) (Signature / Date)

Completed by the FAPRO (Applies to Capital only):

Approved by: Kostandin THEODHORI 10/01/2021
 (Signature / Date)

Document Name		CITY OF NEWTON						[2595977]
Document Description		Newton Shuttle System First/last mile and intra-Newton shutt						
Document I.D.				MA Information				
Code	Dept	Unit	Document Identifier	Action	Code	Department	Identification Number	Vendor Line
CT	DOT	0801	INTF00X02022H0115997	Entry	MA			

Header / Vendor Information							
Budget FY:	2022	Document Total:	\$581,600.00				
Fiscal Year:	2022	Vendor Name:	CITY OF NEWTON				
Period:	2	Vendor Address:	1000 COMMONWEALTH AVE	City:	NEWTON	State:	MA
Board Award:	0115997	Vendor/Customer No.:	VC6000192120				
Requester ID:	dotarv	Address Code:	AD002				
Report Note:		Comment:					

Line #1- Commodity Information							
Commodity Code	811000000000	List Price		Description	Newton Shuttle System First/last mile and intra-Newton shuttle		
Line Type	Service	Unit Price		Contract Amount	\$581,600.00	Commodity Ref. Line	
Quantity		Service From	10/01/2021				
Unit of Measure		Service To	09/30/2023				

Line #1- Accounting Information									
Event Type	PR05	Budget FY	2022	Unit	0801	Major Program		Location	
Line Amount	\$240,000.00	Fiscal Year	2022	Object	N13	Program		Phase	
Dept	DOT	Period	2	Appropriation	61212114	Program Period		Activity	
Line Description	Newton Shuttle System First/last mile and intra-Newton shuttle			Dept Object		Function			

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY			
Entered By:	Date:	Verified By:	Date:
(Initial)		(Initial)	

Print Name: Maria Ramirez Signed: Maria Ramirez Title: Manager of Administration Phone Ext.: 8877 Date: 09/27/2021.-
 Prepared by

Print Name: David J Mohler Signed: Davey Mohler Title: Executive Director, Office of Transportation Planning Phone Ext.: 8865 Date: 09/28/21
 Authorized Signatory

Document Name		CITY OF NEWTON						[2595977]
Document Description		Newton Shuttle System First/last mile and intra-Newton shutt						
Document I.D.								
Code	Dept	Unit	Document Identifier			Action		
CT	DOT	0801	INTF00X02022H0115997			Entry		

Line #2- Accounting Information									
Event Type	PR08	Budget FY	2023	Unit	0801	Major Program		Location	
Line Amount	\$220,000.00	Fiscal Year	2022	Object	N13	Program		Phase	
Dept	DOT	Period	2	Appropriation	61212114	Program Period		Activity	
Line Description	Newton Shuttle System First/last mile and intra-Newton shuttle			Dept Object		Function			

Line #3- Accounting Information									
Event Type	PR08	Budget FY	2024	Unit	0801	Major Program		Location	
Line Amount	\$121,600.00	Fiscal Year	2022	Object	N13	Program		Phase	
Dept	DOT	Period	2	Appropriation	61212114	Program Period		Activity	
Line Description	Newton Shuttle System First/last mile and intra-Newton shuttle			Dept Object		Function			

TO THE COMPTROLLER OF THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify under the penalties of perjury that all laws of the Commonwealth governing disbursements of public funds and the regulations thereof have been complied with and observed.

FOR FISCAL USE ONLY

Entered By: _____ Date: _____ Verified By: _____ Date: _____
 (Initial) (Initial)

Print Name: Maria Ramirez Signed: _____ Title: _____ Phone Ext.: _____ Date: _____
 Prepared by

Print Name: David J Mohler Signed: _____ Title: Executive Director, Office of Transportation Planning Phone Ext.: 8865 Date: _____
 Authorized Signatory

Massachusetts Department of Transportation CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: City of Newton
CONTRACTOR VENDOR/CUSTOMER CODE: VC

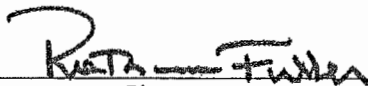
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Ruthanne Fuller	Mayor, City of Newton

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 9/15/2021

Title: Mayor, City of Newton

Telephone: 617-796-1000

Fax:

Email: rfuller@newtonma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

Issued May 2004

Massachusetts Department of Transportation CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: City of Newton
CONTRACTOR VENDOR/CUSTOMER CODE: VC

PROOF OF AUTHENTICATION OF SIGNATURE

It is a requirement of MassDOT to obtain authentication of signatures for all signatories listed on the attached Contractor Authorized Listing

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Ruthanne Fuller

Title: Mayor, City of Newton

X Ruthanne Fuller

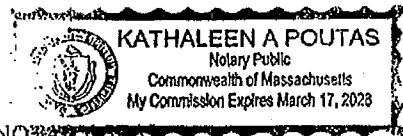
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Kathaleen Poutas (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

Sept 15 20 21
~~March 17~~

My commission expires on: March 17, 2028



AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL