



RUTHANNE FULLER
MAYOR

City of Newton, Massachusetts
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August 29, 2022

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

Councilors:

I respectfully submit a docket item to your Honorable Council requesting authorization to accept and expend the sum of \$272,000 in grant funding from MassDOT's Community Connections Program for the following project:

Bluebikes bike share in Newton, Arlington, and Watertown (L-6864)

The City has contracted with Bluebikes to provide bike share stations and operations. The grant supports the addition of eight to nine new Bluebikes stations in Newton, Arlington, and Watertown. Newton is serving as the contracting agent with MassDOT for the project. Newton is likely to receive two additional stations as part of this project.

A memo from Director of Transportation Planning Nicole Freedman is attached along with the MassDOT Award Form.

Thank you for your consideration of this matter.

Sincerely,

Ruthanne Fuller
Mayor

CITY CLERK
NEWTON, MA. 02459

2022 AUG 31 AM 11:40

RECEIVED



Ruthanne Fuller
Mayor

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Barney S. Heath
Director

MEMORANDUM

Date: August 29, 2022
To: Maureen Lemieux, Chief Financial Officer
Jonathan Yeo, Chief of Operations
From: Nicole Freedman, Director of Transportation Planning
Subject: Request to Docket Item to Accept MassDOT Community Connections Grant for
Bike Share, 10/1/21 – 9/30/22

We request approval to accept and expend \$272,000 in grant funding from MassDOT's Community Connections Program for the following project:

Bluebikes bike share (L-6864)

The City is contracted with Bluebikes to provide bike share stations and operations. The grant supports the addition of eight or nine Bluebikes stations in Newton, Arlington, and Watertown. Newton is serving as the contracting agent with MassDOT for the project. Newton will likely receive two additional Bluebike stations as part of this project. I have served as the lead municipal official on the project. The MassDOT award form is attached.

Clear All

Print Form

**MassDOT Award Form
Planning & Enterprise Services**

Document Type: Contract Award **Amount Range:** \$250,001 to \$500,000

Originating Office: Planning **Contract #:** 116443

Contract Type: Legislative / Legal / Other **RFR / Project #:** _____

Project Location & Short Descr: Newton-Arlington-Watertown Bluebikes Expansion project (#S12115)

Vendor/Agency Name: City of Newton

Vendor/Agency Address: 1000 Commonwealth Ave,
Newton MA, 02459

Maximum Obligation: \$272,000

Start Date: 10/01/2021

End Date: 09/30/2022

Description:

The municipalities of Newton, Watertown and Arlington will purchase, install, and operate 8-9 Bluebikes bike share stations, growing the system size in these municipalities by more than 25%. These stations will be installed on public sidewalks, plazas, in parking spaces, or on other eligible properties that are typically owned by each municipality.

Submitted and/or Approved By:

Kostandin THEODHORI 02/22/2022

Maria Ramirez 02/17/2022-
Person Preparing Document Date

Stephen Wolff 2/18/22
Supervisor / Department Head Date

John Caljouw 2/18/22
Budget Unit Date

Anna Dolata 3/7/2022
Director of Contracts & Records Date

N/R
Deputy General Counsel Date

Daniel Mohr 02/18/22
Delegated Signatory Authority Date

N/R
Secretary/CEO Date



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



AGREEMENT
NOTICE TO PROCEED

March 8, 2022

City of Newton
1000 Commonwealth Ave.
Newton, MA 02459

Agreement Number: 116443
Action Item #: 1
Action Item Date: March 7, 2022

Dear Nicole Freedman:

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

This agreement is relative to the purchase, installation and operation of Bluebikes bike share stations in Newton, Watertown and Arlington.

In accordance with the terms of this agreement, you are hereby notified to commence work on February 18, 2022. The work is scheduled to be completed on September 30, 2022.

Thank you,

Anna Dolata

Anna Dolata
Deputy Director of Contracts & Records

AD/mas

cc: Fiscal
Contracts & Records

E-Mail: M. Ramirez

MASSDOT STANDARD CONTRACT FORM

L-6864



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): INTF00X02022H0116443 RFR/Procurement or Other ID Number: 116443

<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). \$ 272,000.

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.). The municipalities of Newton, Watertown and Arlington will purchase, install, and operate 8-9 Bluebikes bike share stations, growing the system size in these municipalities by more than 25%. These stations will be installed on public sidewalks, plazas, in parking spaces, or on other eligible properties that are typically owned by each municipality.

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 20, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.
 3. were incurred as of October 1, 2021, 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, 2022, 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: 1/26/2022
 (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:
 Assistant City Solicitor

AUTHORIZING SIGNATURE FOR MassDOT:
 X: David Motter Date: 02/18/22
 (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 Motter
 Print Title: Executive Director



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



TO: Daniel Lee, Deputy Director of Fiscal Accounting
FROM: Maria Ramirez, Manager of Administration Planning Dept.
DATE: 03/04/2022
RE: Contract No. 116443 – *Newton/Arlington/Watertown Bluebikes Expansion Project – Boston Community Connections (S12115)*
SUBJECT: Standard Contract – Anticipated Start Date

Due to delays in processing and execution of the attached contract please be advised that no charges have been requested for contract #116443 between the contract start date of October 1, 2021 and the contract execution date of February 18, 2022.

Scope of Work: Blue Bikes Expansion in Newton, Watertown, and Arlington

Narrative Description and Project Scope

The municipalities of Newton, Watertown and Arlington will purchase, install, and operate 8-9¹ Bluebikes bike share stations, growing the system size in these municipalities by more than 25%. These stations will be installed on public sidewalks, plazas, in parking spaces, or on other eligible properties that are typically owned by each municipality. The location of these stations will be determined by a collaborative site suitability analysis and informed by community stakeholders, Bluebikes staff, and municipal staff. Target areas for deployment include locations comprised of dense employment centers, residential neighborhoods, commercial centers, high-traffic bicycle/pedestrian facilities, and key public transit nodes. Cooperatively, the municipalities will address first-mile and last-mile gaps in the existing transportation system to increase the use and accessibility of transit, while also providing a standalone transportation mode. Cumulatively, this regional project will ameliorate congestion, improve air quality, grow transit ridership, and increase the sustainability of the region's transportation system, in pursuit of the state's greenhouse gas reduction goals for the transportation sector. Furthermore, users will benefit directly due to the expanded access of an accessible, affordable, and healthy transportation mode.

The City of Newton will be serving as the lead contracting entity for this project.

Each municipality has seen significant ridership in their prior Lime bike-share systems and under their recently launched Bluebikes systems. Due to maintenance, logistical and aesthetic challenges encountered with the prior Lime dockless system, the municipalities have become part of the regional Bluebikes system, which utilizes a network of physical docking stations. This project will allow the above municipalities to expand the network within their boundaries to further improve access to this transportation option.

Access to bicycle transportation is key for the municipalities, as the regional workforce and student populations increasingly depend on bicycling as a commuting method, particularly employees and students that work or study during evening and overnight hours after the MBTA has reduced service. Furthermore, residents rely on bicycling to perform daily errands, access cultural centers, and maintain an avid recreational usage of bike paths that span throughout our municipalities.

The Bluebikes system, managed by Lyft and overseen by municipalities, offers an opportunity to conceive a regional, integrative bike share system, underscored by the interoperability with the existing Bluebikes network in Boston and surrounding communities. The

¹ Final pricing varies based on station configuration, size and possible bulk pricing, which may allow for a 9th station, although 8 stations is more likely scenario. Budget would change minimally.

contract with Lyft was competitively procured through the MAPC. To orient the system for expansion, numerous surrounding municipalities were named as potential future partners in the RFP, providing them with the legal ability to contract with Lyft under this preexisting procurement mechanism. Per grant guidelines, funding received from this grant would be allocated to capital costs for the purchase and installation of stations.

A regional expansion of a demonstrably successful bike-share system, evidenced by the experience of Boston, Cambridge, Brookline, and Somerville, is an effective way to continue promotion of a modal shift away from single occupancy vehicles within the municipalities, while serving demographic cohorts that need innovative and cost-effective modes of transportation to and from their places of work.

We have coordinated our efforts to establish a cohesive implementation plan, project scope, and budgetary forecast to demonstrate the feasibility of this project upon receipt of grant funding. This is underpinned by a comprehensive citizen outreach and engagement plan. This engagement approach is centered on informing the public of the availability and ease of use of bike sharing and soliciting input on the system's siting locations. Engagement may include public meetings, meetings with local neighborhood or business groups, discussions with abutters, online solicitations for station requests, meetings with local elected officials, depending on the complexity of the location and the needs of the municipality.

The total project cost for all municipalities for this project is \$340,000. Each municipality, as outlined within their attached respective budgets, has committed at least 20% matching funds to satisfy the grant requirement.

Management of this bike-share program will occur through the efforts of key personnel at municipal levels (Attachment B), facilitation by the Metropolitan Area Planning Council (MAPC), and coordination with Lyft. Each municipality will have a dedicated staff team that will oversee the management and community engagement process for this regional bike-share system. Additionally, the MAPC has provided regional facilitation for past iterations of bike share systems and will continue to do so for the implementation of the Bluebikes systems.

Air Quality Impacts

This project was approved for CMAQ eligibility after conducting a CMAQ consultation on March 4, 2020 indicating the project's quantitative air quality benefits. The municipalities submitted relevant materials to MassDOT for analysis.

The act of cycling produces virtually zero greenhouse gas emissions, making it enormously beneficial to the reduction of emissions statewide. Any modal shift from a motor-vehicle to the use of bikes will contribute to the reduction of pollutants that disproportionately affect Environmental Justice (EJ) communities. We are confident that this project will result in a positive Air Quality Benefit Analysis resulting in significant reduction in CO₂ levels and other greenhouse gas emissions. The municipalities will work with Lyft to monitor reductions and measure modal shift in an ongoing manner. Within this regional implementation of the Bluebikes system, we expect 8-9 stations will be implemented among the municipalities as a part of this program. The expected average bike trip length is greater than 3.0 miles, based on the average trip taken by Bluebikes riders in these municipalities. We expect 20,000-

25,000 trips to be taken annually, again based on Bluebikes data in these municipalities from the last 12 months. Bluebikes system in the communities included in this project would ideally operate for 365 days per year; however, we recognize that inclement weather and capacity for snow removal of public works entities may inhibit this target. Bluebikes stations purchased through this grant will be sited at locations where they can operate year-round as much as possible.

Project Management Capacity

Arlington, Newton, and Watertown are all well equipped to take on a project of this size and nature. Lyft currently and successfully operates more than 25 stations for the municipalities after launching initial stations in the municipalities in summer/fall 2020.

Each municipality has provided the names, titles, and roles of each individual partaking in any elements within the project management of this bike-share implementation plan in Table 1. Each of the individuals mentioned in this attachment have had multiple years of experience in project management, transit, and transportation planning, and have overseen several community wide systems, including recent contracts with the Lime bike-share system.

Staff members will devote much of their working hours towards the community outreach, coordination with Lyft, and site selection which will occur at the onset of the project. Subsequently, primary project managers will devote several hours a week to monitoring the usage of these facilities and will address any concerns or questions from residents. Once the stations have been installed, the operations and maintenance will be provided by Lyft at no cost for the duration of the existing municipal contracts with Bluebikes.

The following staff members for each municipality will oversee the implementation, operation, maintenance, and outreach of the Bluebikes system. In this way, we ensure sustainability and longevity of the system during and after its implementation.

Table 1: Key Personnel

Arlington			
<i>Staff Person</i>	<i>Department</i>	<i>Title</i>	<i>Role</i>
Daniel Amstutz	Planning & Community Development	Senior Transportation Planner	Primary project manager for bike share for Town
Jennifer Raitt	Planning & Community Development	Director	Oversees general project goals and benchmarks, coordinates with Senior Transportation Planner

Newton			
<i>Staff Person</i>	<i>Department</i>	<i>Title</i>	<i>Role</i>
Nicole Freedman	Planning Department	Director of Transportation Planning	Primary project manager for bike share for City
Barney Heath	Planning Department	Director of Planning and Development	Oversees all Planning Department activity

Watertown			
<i>Staff Person</i>	<i>Department</i>	<i>Title</i>	<i>Role</i>
Laura Wiener	Community Development and Planning	Senior Transportation Planner	Primary project manager for bike share for City
Steve Magoon	Community Development and Planning	Director of Community Development and Planning, Assistant Town Manager	Oversees all activities within DCDP

Network and Connectivity Value

Through an analysis of existing bike share data, we have demonstrated demand for the current system within each of our municipalities. We have also related how existing data demonstrates a potential need for bike share systems within our workforce, through observations of peak usage during commuting hours, and through the MAPC survey results. Beyond this, the addition of Bluebikes stations will increase ridership among our workforce populations if implemented in a way that benefits central business districts and key public transit locations.

Our implementation plan involves significant coordination with Lyft representatives and businesses to target locations that will benefit the largest population of potential riders while ensuring maximal ridership and operational efficiency. Lyft has communicated to each of our municipalities their desire to implement stations within central business districts and along key transit routes, as this benefits dense populations with characteristics that align with high usage and the potential to use bike-share for commuting and daily purposes. We believe this will promote further usage of bike-share systems to commute to and from work directly and within first-mile and last mile-gaps between transit.

NACTO released a report on bike-share systems throughout the United States. Their review of bike share data within Seattle, WA resulted in the following findings relative to how a station-based bike-share system will benefit the workers in our municipalities:

“... typically, station-based systems generate the most trips on weekdays and use within the average day follows 9-5 commuting patterns. In 2017, 48% of all station-based bike share trips took place during rush hours (7-9AM or 4-6PM), and 76% of all trips took place on weekdays.”²

The presence of weekday and AM/PM rush hour peaks is important because it suggests that station-based systems are part of a city’s overall transportation network and are used in the course of a typical commute to work or school. For instance, annual member surveys from Washington, DC and Chicago also show significant bike share to transit crossover: 65% of Capital Bike Share members and 42% of Divvy members respectively report using bike share as part of longer transit commutes.”¹

The findings of Seattle’s study as published in NACTO also make a substantial case for the ability of bike share systems to supplement public transportation routes, especially when effectively placed at key transit locations.

Each municipality has provided proposed locations for each of the Bluebikes stations. Table 2 shows each Bluebikes station and its associated location, as well as the key activity hubs, transit nodes, or other elements that enhances the overall network or connectivity within the bike-share system and the existing transit infrastructure. Actual locations may change as part of the final planning process which will take into account stakeholder engagement. Engagement may include public meetings, meetings with local neighborhood or business groups, discussions with abutters, online solicitations for station requests, meetings with local elected officials, depending on the complexity of the location and the needs of the municipality.

Table 2: Proposed Locations + Connectivity

Arlington			
Station #	Location	Transit Node or Activity Hub	Description
1	Mill Street and Minuteman Commuter Bikeway	Minuteman Commuter Bikeway, Brigham Square Apartments, Arlington Center	The Minuteman Commuter Bikeway is a major linkage Arlington between commercial areas, and regionally to the Downtown and Greater Boston area for bike bound commuters. Existing Bluebikes stations adjacent to the Bikeway have generated the most ridership in Arlington. This proposed station is near a high-density housing development, Brigham Square, and is walkable to Arlington Center businesses.

² NATCO’s Bike Share and Shared Micromobility Initiative, Bike Share in the U.S.: 2017

2	Mass Ave at Newman Way	Massachusetts Avenue, Arlington Center, grocery store, pharmacy, high school	This location is adjacent to Massachusetts Avenue and paired with a bus stop (for Key Bus Route 77) and is near a grocery store, pharmacy, and across the street from the Arlington High School. The installation of this BlueBike station would serve transit users, utility trips to essential stores and services, and older high school students.
Newton			
Station #	Location	Transit Node or Activity Hub	Description
1	Auburndale Center	Commuter Rail Station	Auburndale Center is proximate to one of Newton's 3 commuter rail stations and is adjacent to the Carriageway, which is a primary east-west bike connection. The Carriageway just west of Auburndale Center is scheduled for a \$5M reconstruction in FY2023 to improve the cycling infrastructure
2	Watertown @ Albemarle	Albemarle Field, Gath Pool, Charles River Path	This location holds Is a key north-south connection to the Charles River Greenway bike path. Additionally, the area is adjacent to Albemarle Field and Gath Pool, which see very heavy recreational usage. Watertown Street is a major east-west route for cyclists.
3	Needham Street	MBTA bus stops, commercial corridor	This location is one of Newton's largest commercial corridors. The station will be important for the many service workers in the area. A station has already been added at the Newton Highlands MBTA station allowing for first/last mile transit to the MBTA Green Line.
Watertown			

<i>Station #</i>	<i>Location</i>	<i>Transit Node or Activity Hub</i>	<i>Description</i>
1	Arsenal Street at Irving Street	Bus Stop and Elan Union Market (282 apartments and 10,000 sq. ft. of retail)	Bus stop serving the #70 bus to Central Square Cambridge and large mixed-use property, as well as Union Market Community Garden.
2	80 Mt Auburn St., between Summer and Palfrey St.	Transit Node, Commercial Center	Bus stop for #71 bus to Harvard Square, one block from Watertown Square. Five restaurants/coffee shops within 2 blocks.
3	North Beacon St. and North Beacon Court	Access to Watertown Square	Bike route to Charles River, and to Arsenal on the Charles, Arsenal Yards, and Brighton

Coordination or Cooperation between Multiple Entities

The ongoing implementation of bike share system within Boston and its surrounding municipalities is an existing partnership in and of itself unified under the MAPC's oversight and management. Through this regional grant application, we reinforce this unified effort and demonstrate how a regional bike share system provides an effective means of transportation within our municipalities and its connectivity to the metropolitan region. We believe that this partnership with the MAPC qualifies as a public and regional partnership under this program. Following a grant award, the municipalities intend to continue meeting monthly through this regional bike share working group.

Additionally, we have established a public-private partnership with Lyft. This partnership, as outlined above within the implementation process and budget, allows for sustainable implementation and maintenance of bike share stations. Each municipality contributes staff time, expertise, and on-the-ground knowledge for effective placement and planning of bikeshare stations, while Lyft oversees the necessary operations and maintenance of the system.

Inclusion in and Consistency with Local and Regional Plans

Each of our municipalities are working towards infrastructure that promotes and accommodates walking, bicycling, and the use of public transit. Notably, each of municipalities has participated to some degree within the Complete Streets initiative through MassDOT. Infrastructure improvements under this program include increased safety among cyclists through the implementation of bicycle lanes and signage programs which help to encourage cycling within our communities. Additionally, our municipalities are all in some phase of a Master Plan. These plans have broadly focused improvements embedded within their infrastructure design to increase pedestrian, bicyclist, and vehicular safety along key corridors and intersections and to promote modal shifts away from motor vehicles.

Through our participation in this effort, we have demonstrated our ability to provide adequate infrastructure to accommodate a regional bike-share system, and to further increase modal shifts within our municipalities.

Equity Considerations

Lyft provides financial accessibility of Bluebikes to low-income riders through a robust low-income program. Low-income individuals tend to have limited ability to afford expensive single-occupancy vehicles and rely heavily on public transportation. Through provision of an innovative solution to filling public transportation gaps within last-mile and first-mile trips, Bluebikes can provide an option that benefits members of the lower-income workforce population.

Additionally, each of our municipalities has some level of characteristics that qualify them as Environmental Justice (EJ) communities (Attachment #2). We have vulnerable communities who are more susceptible than others to the impacts of pollutants and health hazards perpetuated by the use of cars and other motor-vehicles. Primarily, asthma rates have been reported state-wide by Mass.gov at the rate of 10.2% among adults and 12.9% among children. These rates are significantly higher among residents near congested, densely populated, and highly traveled streets, who often fall within at least one of the three characteristics of EJ populations. Any modal shift from a motor-vehicle to the use of bikes will contribute to the reduction of pollutants that disproportionately affect these EJ communities.

Generation of Modal Flexibility and Shift & Demand Projections

Demonstrable ridership on the existing Bluebikes system in the municipalities shows a demand for additional stations within our communities. Each of the 3 communities installed 6 or more bike share stations during the past year. Ridership started slowly but has ramped up considerably during the spring and summer and has been more than 3,000 trips per month for our collective municipalities for the last three months (July-September 2020).

Bluebikes ridership from program inception through September 13, 2021 is shown on Table 3. Usage can be reported after installation as part of quarterly reporting. Hourly trip data and annual survey data will be provided for the system.

Table 3: Bike Share Ridership, Year 1 (fall, 2020 through September 13, 2021)

Municipality	Total Number of Trips
Arlington	8,125
Newton	3,517
Watertown	8,567
Total	20,209

Additionally, survey data (Attachment #1) collected by the MAPC illuminates our resident’s usage of the prior Lime bike share system. A diverse cross-section of 233 riders were surveyed to assess their purposes for using Lime’s system. Almost 80 (78) riders stated they used Lime bike’s system for commuting purposes. Therefore, with the continuation of a bike-share system, we estimate that our ridership post-implementation of the Bluebikes system will be comprised of at least 33% workforce or student commuters. Moreover, with targeted implementation of Bluebikes stations within central business districts and careful coordination with businesses and other employers, our implementation plan will increase projected workforce ridership and promote further modal shift while providing an innovative,

Hourly Pattern of Trips by Quarter on Weekdays or Weekends

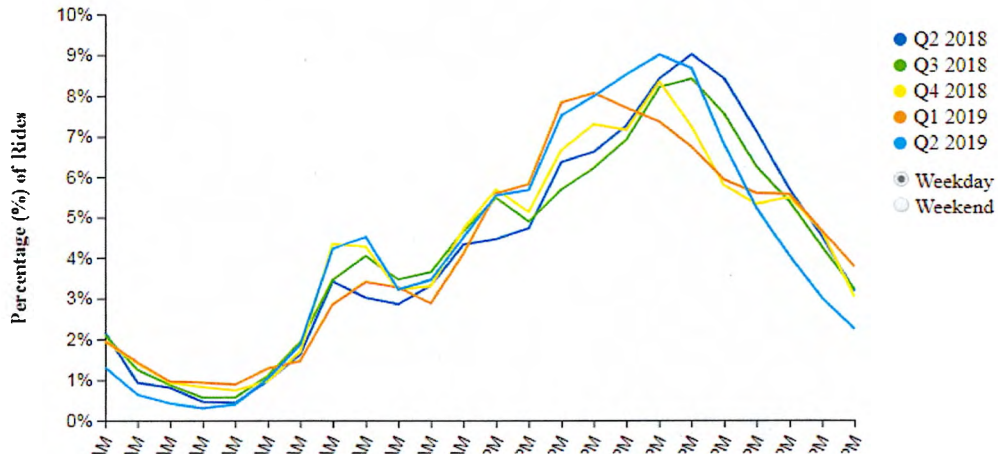


Figure 1

sustainable transportation mode to our communities.

Safety Benefits

Existing pedestrian and bicyclist infrastructure within each of our municipalities needs improvements. Therefore, each of our municipalities has committed major capital construction financing towards projects at targeted intersections and corridors. Upgrades to pedestrian signalization, sidewalks, and crosswalks will improve safety at intersections for all modes of travel. Upgrades to bicyclist travel lanes, preferential bike boxes and signalization at intersections, and additional protection along busy roadways are also part of these capital improvements to infrastructure. Each of our municipalities will design roadways under the Complete Streets design guidelines and will comprehensively integrate vehicular, bicyclist, and pedestrian safety improvements. Financial allocations to these pedestrian and bicyclist improvements shows commitment of each of our municipalities towards mode shift to multi-modal, non-SOV travel and first and last mile gap filling, with a commitment towards our commuting and recreational roadway users.

Lifecycle Cost-Effectiveness

This project is cost effective because after the initial capital commitment for stations and bicycles described in this scope of work provided through the Boston MPO's CMAQ-funded Community Connections Program, Lyft will cover operations costs for the duration of the contracts between the municipalities and Lyft. At the end of the existing contract, the municipalities and Lyft intend to enter into a new contractual relationship with the municipalities paying Lyft an agreed upon operations fee per dock, up to \$55 per dock month. The municipalities own the stations and would be responsible for disposition of bikes and stations with Lyft's operational support.

Resilience

Modal shifts from single-occupancy vehicles towards public transportation and bicycling may reduce congestion within Boston's metropolitan urban core and inner ring when coupled with other congestion reduction policy measures. Our municipalities are working towards infrastructure that promotes and accommodates walking, bicycling, and the use of public transit. This regional bike share system expansion will further increase modal shifts and will benefit the regional environment through mitigation of greenhouse gas generation, decreasing energy usage among total commuters, and decreasing roadway congestion.

Each of our municipalities has some level of characteristics that qualify them as Environmental Justice (EJ) communities (Attachment #2). We have vulnerable communities who are more susceptible than others to the impacts of pollutants and health hazards perpetuated by the use of cars and other motor-vehicles. Primarily, asthma rates have been reported state-wide by Mass.gov at the rate of 10.2% among adults and 12.9% among children. These rates are significantly higher among residents in close proximity to congested, densely populated, and highly traveled streets, who often fall within at least one of the three characteristics of EJ populations. Any modal shift from a motor-vehicle to the use of bikes will contribute to the reduction of pollutants that disproportionately affect these EJ communities.

The act of cycling produces virtually zero greenhouse gas emissions, making it enormously beneficial to the reduction of emissions state-wide. Any modal shift from a motor-vehicle to the use of bikes will contribute to the reduction of pollutants that disproportionately affect these EJ communities. We are confident that these metrics will result in a positive Air Quality Benefit Analysis, thus resulting in significant reduction in CO2 levels and other greenhouse gas emissions. Trip data generated by the Bluebikes system will allow municipalities to report on emissions reductions.

Additionally, there are several project locations susceptible to sea-level rise and inundation. The benefit of the Bluebikes system is that the infrastructure itself is modular in nature, meaning that it does not need to be permanently affixed to a roadway or sidewalk. In the event that sea-level rise jeopardizes the proposed station locations, they may be moved and the system can continue to operate as usual. This creates significant resiliency within the system when compared to other transit infrastructure that may be otherwise threatened or debilitated by stormwater and coastal inundation.

ATTACHMENT #1 (MAPC Survey Results)

MAPC Lime Riders' Characteristics, Travel Patterns, and Preferences

In June 2019, we distributed a survey to MAPC-area riders and collected 233 responses.

We found:

MAPC-area Lime riders are a diverse cross-section of the city's residents and visitors:

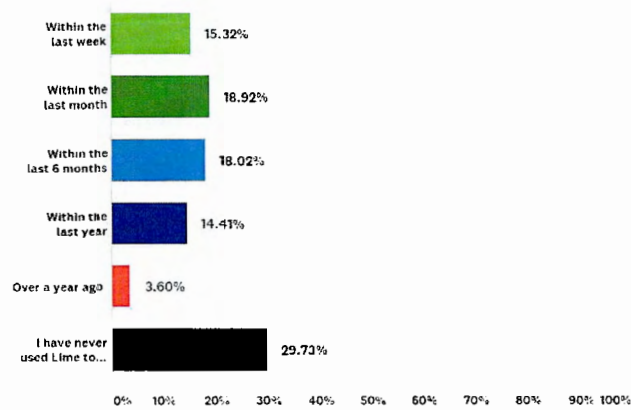
- **39% of riders** live in households earning **less than \$75,000 a year**.
- Most Lime riders are employed: **77% work full time** and 8% work part time. About 15% of riders are students.
- 81% of riders have an Associate, Bachelor's, or advanced (e.g., PhD, MD) degree.
- The **average age** of a Lime rider is **37**, and 25% of Lime riders are 46 or older.
- 75% of riders in the survey were White, 13% were Asian, and 12% were Hispanic.
- **38% of riders** in the survey identified as **female** and 60% identified as male. This proportion of female riders is as high or higher than many docked bikeshare systems as well as personal bicycle use.
- Only **5.6% of riders** stated that they lived outside of the MAPC region.
- **53% of riders** last took a ride on a *personal bike* over a month ago, suggesting that Lime may be activating new riders.
- **40% of riders** used BlueBike in the last month, showing how Lime and BlueBike are providing a robust network of first and last-mile solutions for MAPC-area travelers.

Lime enables MAPC-area riders to reduce their reliance on cars:

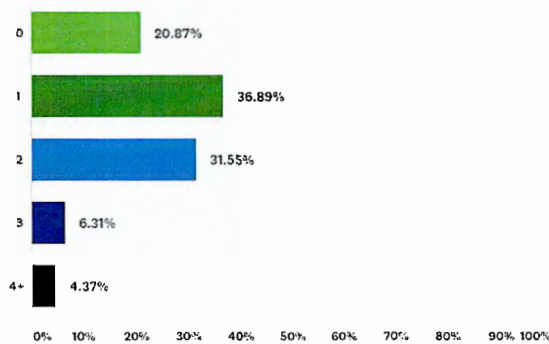
- On their most recent Lime rides, **32.8% of riders** used Lime rather than a car (personally owned, taxi, or ridehailing).
- **34.2% of riders** used Lime to get to or from public transit within the last month.
- Due to our riders' shift away from car trips, we estimate that Lime saved roughly **61 metric tons of CO₂** that would have otherwise been emitted (as of July 2019).

- **57.8% of riders** live in households that own 1 or fewer cars.

Q7 When was the last time you used Lime to get to or from public transit?



Q9 How many cars do you or your household currently own?



Lime helps MAPC-area riders fulfill their everyday transportation needs. On their most recent Lime rides:

- **33% of riders** used Lime to commute to or from work or school.
- **17.2% of riders** used Lime to travel to or from dining or entertainment.

ATTACHMENT #2 (List of Environmental Justice Communities)

Municipality	EJ criteria (Minority, Income, English Isolation) *	Mean EJ criteria count in BGs	Number of EJ BlockGroups	Number of BlockGroups in municipality	Percent of BlockGroups in EJ	Population in EJ BlockGroups	Total population in municipality	Percent of population in EJ BGs
Acton	M	1.00	3	15	20.0%	7181	21924	32.8%
Adams	I	1.00	6	10	60.0%	5237	8485	61.7%
Agawam	I	1.00	1	17	5.9%	1213	28438	4.3%
Amherst	MIE	1.36	11	22	50.0%	14166	37819	37.5%
Andover	M	1.00	2	20	10.0%	2957	33201	8.9%
Aquinnah	M	1.00	1	1	100.0%	311	311	100.0%
Arlington	MI	1.17	6	44	13.6%	7333	42844	17.1%
Ashland	M	1.00	1	9	11.1%	901	16593	5.4%
Athol	I	1.00	2	8	25.0%	3108	11584	26.8%
Attleboro	MI	1.50	4	30	13.3%	5470	43593	12.5%
Ayer	MI	1.00	4	7	57.1%	3962	7427	53.3%
Barnstable	MI	1.38	8	38	21.1%	8838	45193	19.6%
Barre	I	1.00	1	4	25.0%	883	5398	16.4%
Becket	I	1.00	1	2	50.0%	1071	1779	60.2%
Belmont	M	1.00	5	27	18.5%	5360	24729	21.7%
Beverly	MI	1.50	2	30	6.7%	1727	39502	4.4%
Billerica	M	1.00	1	30	3.3%	2746	40243	6.8%
Boston	MIE	1.60	396	559	70.8%	456403	617603	73.9%
Braintree	MI	1.00	4	26	15.4%	4722	35744	13.2%
Brockton	MIE	1.34	84	87	96.6%	90,817	93810	96.8%
Brookfield	I	1.00	1	3	33.3%	891	3390	26.3%
Brookline	MIE	1.16	19	38	50.0%	29249	58732	49.8%
Burlington	M	1.00	2	15	13.3%	5088	24498	20.8%
Cambridge	MIE	1.18	55	88	62.5%	70972	105162	67.5%
Canton	M	1.00	1	11	9.1%	3085	21561	14.3%
Chelmsford	M	1.00	1	22	4.5%	1003	33802	3.0%
Chelsea	MIE	2.00	27	27	100.0%	35177	35177	100.0%
Chicopee	MIE	1.35	20	43	46.5%	28146	55298	50.9%

Clinton	MI	1.50	4	10	40.0%	5204	13606	38.2%
Dalton	I	1.00	2	7	28.6%	1538	6756	22.8%
Danvers	I	1.00	1	16	6.3%	912	26493	3.4%
Dartmouth	I	1.00	1	19	5.3%	1300	34032	3.8%
Dedham	M	1.00	2	21	9.5%	2814	24729	11.4%
Dennis	I	1.00	3	18	16.7%	1853	14207	13.0%
Dracut	I	1.00	1	18	5.6%	1173	29457	4.0%
Eastham	I	1.00	1	6	16.7%	920	4956	18.6%
Easthampton	I	1.00	2	12	16.7%	2499	16053	15.6%
Easton	I	1.00	1	11	9.1%	1696	23112	7.3%
Everett	MIE	1.52	27	27	100.0%	41667	41667	100.0%
Fairhaven	I	1.00	2	15	13.3%	1898	15873	12.0%
Fall River	MIE	1.29	56	81	69.1%	59242	88857	66.7%
Falmouth	I	1.00	2	26	7.7%	1955	31531	6.2%
Fitchburg	MIE	1.57	23	32	71.9%	24680	40318	61.2%
Framingham	MIE	1.65	20	45	44.4%	32550	68318	47.6%
Franklin	I	1.00	1	17	5.9%	1467	31635	4.6%
Gardner	MI	1.00	5	13	38.5%	7999	20228	39.5%

Municipality	EJ criteria*	Mean EJ criteria count in BGs	Number of EJ BlockGroups	Number of BlockGroups in municipality	Percent of BlockGroups in EJ	Population in EJ BlockGroups	Total population in municipality	Percent of population in EJ BGs
Gloucester	I	1.00	4	23	17.4%	4824	28789	16.8%
Grafton	M	1.00	1	10	10.0%	2115	17765	11.9%
Great Barrington	I	1.00	3	7	42.9%	2395	7104	33.7%
Greenfield	I	1.00	3	17	17.6%	3438	17456	19.7%
Harwich	I	1.00	1	12	8.3%	523	12243	4.3%
Haverhill	MI	1.38	13	40	32.5%	21313	60879	35.0%
Holbrook	M	1.00	1	9	11.1%	1635	10791	15.2%
Holyoke	MIE	2.15	27	37	73.0%	29053	39880	72.9%
Lancaster	I	1.00	1	4	25.0%	1900	8055	23.6%
Lawrence	MIE	2.27	55	55	100.0%	76377	76377	100.0%
Lee	I	1.00	1	6	16.7%	994	5943	16.7%
Leicester	I	1.00	1	8	12.5%	1050	10970	9.6%
Lenox	I	1.00	1	7	14.3%	480	5025	9.6%
Leominster	MI	1.33	12	26	46.2%	20721	40759	50.8%

Lexington	M	1.00	11	22	50.0%	16604	31394	52.9%
Lincoln	M	1.00	1	5	20.0%	1286	6362	20.2%
Lowell	MIE	1.46	70	80	87.5%	93309	106519	87.6%
Ludlow	M	1.00	1	11	9.1%	2413	21103	11.4%
Lynn	MIE	1.75	56	72	77.8%	72884	90329	80.7%
Malden	MIE	1.38	50	52	96.2%	57638	59450	97.0%
Mansfield	M	1.00	1	14	7.1%	1703	23184	7.3%
Marlborough	MI	1.25	8	21	38.1%	14178	38499	36.8%
Mattapoisett	I	1.00	1	6	16.7%	569	6045	9.4%
Medford	MIE	1.15	20	53	37.7%	21905	56173	39.0%
Melrose	I	1.00	2	27	7.4%	2017	26983	7.5%
Methuen	MIE	1.40	15	35	42.9%	17463	47255	37.0%
Middleborough	I	1.00	2	14	14.3%	2189	23116	9.5%
Middleton	M	1.00	1	4	25.0%	3322	8987	37.0%
Milford	MIE	1.67	6	19	31.6%	6249	27999	22.3%
Millbury	I	1.00	1	10	10.0%	949	13261	7.2%
Milton	M	1.00	8	25	32.0%	7390	27003	27.4%
Monson	I	1.00	2	7	28.6%	556	8560	6.5%
Montague	I	1.00	4	8	50.0%	3,852	8437	45.7%
Nantucket	M	1.00	3	11	27.3%	3764	10172	37.0%
Natick	M	1.00	2	26	7.7%	2696	33006	8.2%
New Bedford	MIE	1.81	62	87	71.3%	66180	95072	69.6%
Newton	MI	1.00	10	64	15.6%	12723	85146	14.9%
North Adams	I	1.00	6	12	50.0%	7791	13708	56.8%
North Andover	MI	1.00	3	19	15.8%	4135	28352	14.6%
North Attleborough	I	1.00	1	18	5.6%	855	28712	3.0%
North Brookfield	I	1.00	1	5	20.0%	929	4680	19.9%
Northampton	MI	1.33	6	19	31.6%	7412	28549	26.0%
Norwood	MI	1.00	4	21	19.0%	5956	28602	20.8%
Oak Bluffs	MIE	1.50	2	5	40.0%	1189	4527	26.3%
Orange	I	1.00	2	7	28.6%	2311	7839	29.5%
Orleans	I	1.00	2	7	28.6%	1524	5890	25.9%

Municipality	EJ criteria*	Mean EJ criteria count in BGs	Number of EJ BlockGroups	Number of BlockGroups in municipality	Percent of BlockGroups in EJ	Population in EJ BlockGroups	Total population in municipality	Percent of population in EJ BGs
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Palmer	I	1.00	2	9	22.2%	3067	12140	25.3%
Peabody	MIE	1.50	6	32	18.8%	11074	51251	21.6%
Pittsfield	MI	1.58	19	48	39.6%	16445	44737	36.8%
Plainville	I	1.00	1	5	20.0%	1004	8264	12.1%
Plymouth	MI	1.00	2	38	5.3%	1879	56468	3.3%
Provincetown	I	1.00	2	5	40.0%	1116	2942	37.9%
Quincy	MIE	1.16	50	72	69.4%	68791	92271	74.6%
Randolph	MI	1.05	19	19	100.0%	32112	32112	100.0%
Revere	MIE	1.44	36	42	85.7%	45247	51755	87.4%
Rockland	I	1.00	1	11	9.1%	1982	17489	11.3%
Salem	MIE	1.89	9	33	27.3%	12967	41340	31.4%
Saugus	I	1.00	1	20	5.0%	1872	26628	7.0%
Sharon	M	1.00	1	11	9.1%	2069	17612	11.7%
Sheffield	I	1.00	1	4	25.0%	729	3257	22.4%
Shirley	M	1.00	1	4	25.0%	3153	8147	38.7%
Shrewsbury	ME	1.17	6	20	30.0%	11670	35608	32.8%
Somerville	MIE	1.29	35	69	50.7%	40721	75754	53.8%
Southbridge	MIE	1.70	10	16	62.5%	11182	16719	66.9%
Spencer	I	1.00	1	10	10.0%	886	11688	7.6%
Springfield	MIE	1.81	110	121	90.9%	137083	153060	89.6%
Stoneham	I	1.00	1	17	5.9%	560	21437	2.6%
Stoughton	MI	1.17	6	19	31.6%	6661	26962	24.7%
Taunton	MIE	1.44	9	31	29.0%	13206	55874	23.6%
Tisbury	I	1.00	1	5	20.0%	702	3949	17.8%
Waltham	MI	1.18	28	48	58.3%	36094	60632	59.5%
Ware	I	1.00	2	7	28.6%	2894	9872	29.3%
Wareham	MI	1.00	4	17	23.5%	4522	21822	20.7%
Warren	I	1.00	1	4	25.0%	1296	5135	25.2%
Watertown	M	1.00	6	29	20.7%	6268	31915	19.6%
Webster	I	1.00	3	11	27.3%	5211	16767	31.1%
Wellesley	M	1.00	3	23	13.0%	5550	27982	19.8%
West Springfield	MIE	1.63	8	20	40.0%	11166	28391	39.3%
Westborough	M	1.00	4	12	33.3%	6589	18272	36.1%
Westfield	MI	1.27	11	26	42.3%	14147	41094	34.4%
Westford	M	1.00	1	12	8.3%	2230	21951	10.2%
Weymouth	M	1.00	2	45	4.4%	3868	53743	7.2%

Whitman	I	1.00	1	13	7.7%	705	14489	4.9%
Wilbraham	I	1.00	1	9	11.1%	1278	14219	9.0%
Williamstown	MI	1.00	1	7	14.3%	861	7754	11.1%
Winchendon	I	1.00	2	7	28.6%	1897	10300	18.4%
Winchester	M	1.00	1	15	6.7%	2938	21374	13.7%
Winthrop	E	1.00	1	19	5.3%	876	17497	5.0%
Woburn	M	1.00	5	28	17.9%	8689	38120	22.8%
Worcester	MIE	1.75	106	149	71.1%	127938	181045	70.7%
Yarmouth	I	1.00	5	22	22.7%	4783	23793	20.1%



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, MassDOT Secretary & CEO



**Congestion Mitigation and Air Quality (CMAQ) Consultation Meeting
March 4, 2020**

**Office of Transportation Planning
State Transportation Building, Room 4150**

Attendees

Derek Krevat	MassDOT	Emily VanDewoestine	MWRTA
Sejal Shah	MassDEP	Charlie Kilmer	OCPC
Erick Rackauskas	EPA	Gary Roux	PVPC
Ariel Garcia	EPA	Anne McGahan	CTPS
Luis de Oliveira	SRPEDD	Matt Archer	CTPS
Glenn Geiler	BAT	Kevin Krasnecky	CMRPC
Joy Glynn	MWRTA		

Meeting Summary

Derek Krevat opened the meeting at 10:00 am. Bob Frey spoke briefly about air quality conformity, stating that there is no substantive update since the last meeting when the new air quality MOU was discussed. It was mentioned that there may be a new MOVES model out shortly, with new emissions factors. The group will be apprised of any updates.

The committee approved the October 2019 CMAQ Consultation Committee meeting minutes.

It was explained that three categories of projects would be considered as part of this CMAQ Consultation Committee meeting: projects part of the MassDOT Rail & Transit Division’s Workforce Transportation Program; projects part of the Boston MPO’s Community Connections program; and traditional MPO-submitted projects.

CMAQ Consultation – Review of Projects

The Committee heard presentations from project proponents on the following projects to determine their eligibility to receive CMAQ funding. Complete project summaries are available after the Vote Summary Table below.

*Ten Park Plaza, Suite 4150, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
www.mass.gov/massdot*



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, MassDOT Secretary & CEO

massDOT
 Massachusetts Department of Transportation

Project Name	Project ID	Approved	Denied	Tabled	Notes
Brockton Area Transit (BAT) - Expansion of Rockland Flex Ride Service (New Service to Park and Ride)	N/A	X			Unanimous
Greater Attleboro Taunton Regional Transit Authority (GATRA) - Go Micro Transit	N/A	X			Unanimous
MetroWest Regional Transit Authority (MWRTA) - PACT Program	N/A	X (Conditional)			CMAQ funding is eligible only for transit/shuttle service elements, not for PACT consultant. MWRTA will provide a quantitative analysis when details of service are determined. Approval is conditioned on this analysis showing emissions reductions.
Alewife Wayfinding	N/A	X			Unanimous
Cambridge – Belmont – Concord Ave. Transit Signal Priority (TSP)	N/A	X			Unanimous
Chelsea – Blue Bike Expansion	N/A	X			Unanimous
Newton – Intra-city Microtransit	N/A	X			Unanimous
Sharon – Carpool Marketing	N/A	X			Unanimous
Somerville – Davis Square Signal Improvements	N/A	X			Unanimous
West Concord – Bruce Freeman Rail Trail Bike Shelters	N/A	X			Unanimous
Woburn-Burlington – Intersection Reconstruction at Route 3 and Bedford Rd.	608067	X			1 abstention (DEP)

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Project Name	Project ID	Approved	Denied	Tabled	Notes
Weston – Intersection Improvements at Boston Post Road, Route 20, and Wellesley Street	608940	X			1 abstention (DEP)
Weston – Reconstruction of Route 30	608954	X			Unanimous
Milton – Intersection Improvements at Adams Street and Squantum Street	608955	X			1 abstention (DEP)
Peabody – Multi-Use Path Construction of Independence Greenway at I-95 and Route 1	610544	X			Unanimous
Worcester Regional Transit Authority (WRTA) – Westborough Demand Response Rideshare Service Pilot	N/A	X			Unanimous
Brockton – Intersection Improvements at Centre Street and Plymouth Street	609052	X			1 abstention (DEP)
Southampton – Greenway Trail Construction	607823	X			Unanimous
Springfield – McKnight Community Trail Construction	608157	X			Unanimous
Northampton – Rocky Hill Greenway Multi-Use Trail	608413	X			Unanimous
Springfield – Intersection Improvements at Cottage St., Industry Ave., and Robbins Rd.	608782	X			1 abstention (DEP)
Pioneer Valley Transit Authority (PVTA) – P20E Springfield/Holyoke Express	N/A	X			Unanimous
Dartmouth – Realignment of Tucker Road to Route 6 and Hathaway Road, Including Signalization	607871	X			1 abstention (DEP)
Dartmouth – Corridor Improvements on Dartmouth Street and Prospect Street	608586	X			1 abstention (DEP)
Rehoboth – Intersection Improvements and Related Work at Rte. 44 & 118	608230	X			1 abstention (DEP)

Congestion Mitigation Air Quality (CMAQ)
 Consultation Committee Request



Project name: Community Connections - Bluebikes Expansion in Arlington, Chelsea, Newton, and Water
Meeting date: 03/04/2020 **Requesting party:** Boston Region MPO
Project ID (if applicable): **Project sponsor:** Municipality
Estimated cost: \$ 340,000 **Estimated CMAQ funding:** \$ 340,000
Year of programming (if applicable): 2021 **Analysis type:** Bicycle Sharing

Description of project / *Brief description of the project, including if applicable, but not limited to the following:*

- Existing corridor characteristics
- Context of corridor within community or region (heavily-traversed corridor, recreational trail, etc.)
- Nature of development nearby (residential, downtown commercial, highway-oriented commercial, etc.)
- Corridor deficiencies
- Project characteristics to address deficiencies
- Anticipated improvements from project
- CMAQ-eligible components of project
- Inclusion of project in local, regional, or statewide plans

The City of Chelsea, in conjunction with Town of Arlington, the City Newton, and the City of Watertown, received a Workforce Transportation Program grant for the installation of five Bluebikes stations per municipality (a total of 300 bikes).

The City of Chelsea seeks additional funding through the Community Connections program for further expansion of the bike-sharing system. The requested funds would be used for the installation of an additional four to five bike stations in each municipality.

This project would expand the Bluebikes network, which currently operates Boston, Everett, Somerville, and Brookline.

Air quality improvements / *Short explanation of air quality benefits, summarizing quantitative findings or demonstrate qualitative findings.*

A bike sharing analysis was conducted for the proposed project. The analysis assumed that each municipality would receive five bike stations. The analysis It provides an air quality benefit, as shown below.

VOC kg/year	Decrease	NOx kg/year	Decrease	CO kg/year	Decrease	CO ₂ kg/year	Decrease
	6.70		8.10		51.30		6,569.90
First year cost per kg		First year cost per kg		First year cost per kg		First year cost per kg	
	\$ 50,687		\$ 42,093		\$ 6,627.00		\$ 52.00

CMAQ Air Quality Analysis Worksheet for Bike Sharing Project

FILL IN SHADED BOXES ONLY

TIP YEAR: 2020

MPO: Boston

Municipality: Chelsea

Project: Bike-Share System Implementation Program

Step 1: Details of Project:

			User Input (blank for default)
A. Number of Bikes in Project:	300	Bikes	
B. Average Bike Trip Length:	0.6	Miles	
C. Average Number of Trips per Bike per Day:	1.7	Trips	
D. Bike Sharing Operating Days per Year:	365	Days	

Step 2: Mode Substitution by Bike Sharing Project:

Note: A bike sharing project would attract new riders from different modes. Actual surveys can determine the extent of the transition from different modes to such program. If site specific data is unavailable, use the defaults provided below.

E. Percentage of Bikes Used Shifted from Walking:	25%	Percent	
F. Percentage of Bikes Used Shifted from Public Transit:	41%	Percent	
G. Percentage of Bikes Used Shifted from Taxis:	5%	Percent	
H. Percentage of Bikes Used Shifted from Cars:	12%	Percent	
I. Percentage of Bikes Used Shifted from Private Bikes:	8%	Percent	
J. Percentage of Bikes Used Shifted from Motorcycles:	4%	Percent	
K. Percentage of Bikes Used Shifted from Other/New Trips:	5%	Percent	
L. Total Percentage of Bikes Used Shifted from Other Modes (Must be 100%):	100%	Percent	
M. Public Transit Vehicle Occupancy:	40	Persons	
N. Taxi Vehicle Occupancy:	1.18	Persons	
O. Car Vehicle Occupancy:	1.18	Persons	
P. Motorcycle Vehicle Occupancy:	1.16	Persons	

Step 3: Emission Factors for Average Commuter Travel Speed:

Note: Use 25 MPH as a default if average speed is not known.

Speed Used: 25 MPH

	Summer VOC Factor grams/mile	Summer NOx Factor grams/mile	Summer CO Factor grams/mile	Summer CO2 Factor grams/mile
2016 Bus	0.014	0.023	0.150	22.645
2016 Auto	0.169	0.252	2.879	398.914

Step 4: Calculate emissions reductions in kilograms per year (Seasonally Adjusted):

	Summer VOC	Summer NOx	Summer CO	Summer CO2
	6.7	8.1	51.3	6,569.9

Step 5: Calculate cost effectiveness (first year cost per kg of emissions reduced)

Emission	Project Cost	Emission Reduction in kg per year	First year cost per kilogram
Summer VOC	\$340,000	6.7 =	\$50,687
Summer NOx	\$340,000	8.1 =	\$42,093
Summer CO	\$340,000	51.3 =	\$6,627
Summer CO2	\$340,000	6,569.9 =	\$52

**ATTACHMENT J
SPECIAL PROVISIONS**

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

**Community Connections Grant - Newton, Arlington, and Watertown Blue Bikes
Contract # 116443**

Contract period: 10/1/2021 through 9/30/2022

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.

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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 9/30/2022, 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

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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

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.

- 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

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

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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.

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- 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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**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