



November 2016

Request for Proposal

Congress Street Bridge Lighting Project

Brian P. Golden
Director

Timothy J. Burke
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Teresa Polhemus
Executive Director/Secretary

One City Hall Square
Boston, MA 02201

Request for Proposals

Lighting Design for the Fort Point Channel Congress Street Bridge

The Boston Planning & Development Agency (“BPDA”), in conjunction with the City of Boston (the “City”) and the Fort Point Channel Operations Board (“FPCOB”) is pleased to issue a Request for Proposals (“RFP”) for the Congress Street Bridge Lighting Project (the “Project”), which entails the design of a lighting plan (“Plan”) for the Fort Point Channel Congress Street Bridge (the “Bridge”), owned by the City of Boston Public Works Department (“PWD”).

The BPDA is requesting proposals from Consultants or Consultant Teams that have demonstrated excellence in integrating lighting design in urban environments.

The budget for the design and implementation of a lighting plan is \$470,000.

Request for Proposal Availability

This RFP will be available for download starting on Wednesday, November 2, 2016 from the BPDA’s website at <http://www.bostonredevelopmentauthority.org/work-with-the-bra/rfps-rfqs-bids/rfp-listing-page?id=104>.

Pre-Submission Conference

An informational conference will be held on Wednesday, November 9, 2016 at 10:30 AM at the Boston Tea Party Ships and Museum, 306 Congress Street, Boston, MA 02210. Attendance is not required, but encouraged.

Proposal Submission Deadline

All responses to this RFP must be returned no later than 12:00 PM on Thursday, December 1, 2016, to:

Teresa Polhemus
Executive Director/Secretary
Boston Planning & Development Agency

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

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

Interviews

Interviews for consultant teams meeting the minimum threshold criteria will take place on Thursday & Friday, December 8 & 9, 2016, at the BPDA, One City Hall Square, 9th Floor, Boston, MA 02201 or at later dates to be determined. Interviews are mandatory for any consultants wishing to be considered for the contract award.

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Project Overview

Background

Physically, the Congress Street Bridge spanning the Fort Point Channel provides a crucial pedestrian and vehicular connection from downtown Boston, South Station, and the Rose F. Kennedy Greenway on one side to Fort Point and the South Boston Waterfront on the other. However, the historic bascule drawbridge is also representative of the connection between Boston's revolutionary and industrial past to its bright and innovative future.

Congress Street was initially extended from downtown across the Channel into Fort Point in 1870 at the dawn of the Second Industrial Revolution. Less than 60 years later, in 1926, the existing Congress Street Bridge was opened. Today, the Bridge is home to the Boston Tea Party Ships and Museum, which celebrates the eponymous pre-Revolution protest, and is used by thousands of residents, commuters, and visitors daily.

In 2000, City of Boston and Light Boston jointly issued "Illuminating Boston: The Diamond Necklace Project," a report that identified the Congress Street Bridge as one of twenty-five downtown landmarks worthy of enhanced nighttime illumination. Whereas in the daylight the bridge is a bold feature of the public realm and a monument to the revolutionaries, industrialists, and innovators of the Boston's past and present, into the evening and night it fades forgotten into the city's gray infrastructure. The intent of this project is to use aesthetic lighting enhancements to reveal and reinforce the historic functions and cultural significance of the bridge; to improve and enliven the atmosphere of an inactivated

public space; and to enhance the public's access to and enjoyment of the city's waterfront.

As a result of "Illuminating Boston: The Diamond Necklace Project," funds derived from Article 80 and Chapter 91 mitigation for the redevelopments of Atlantic Wharf and 500 Atlantic Avenue were designated for the Congress Street Bridge lighting design and installation. In 2004, Fisher, Marantz, Stone developed a conceptual lighting plan for the bridge that was approved by the Boston Landmarks Commission and Public Works Department. Since then, Atlantic Wharf and 500 Atlantic Avenue have been completed, along with other significant redevelopments along the Fort Point Channel, including the InterContinental, Fan Pier, portions of Seaport Square such as the Envoy Hotel, and others. In addition, the Rose F. Kennedy Greenway has become an enlivened year-round destination and future developments nearby include General Electric's headquarters. These additions have significantly increased the ambient lighting in the surrounding area. Similarly, the completion of the Congress Street Bridge Rehabilitation Project in 2008 and the re-opening of the Boston Tea Party Ships and Museum in 2012 have resulted in the installation of new electrical infrastructure on the bridge. The significant advances in lighting technology over the past decade present opportunities to evaluate new design and cost strategies for this project.

The Congress Street Bridge Lighting Project will utilize \$470,000 in development mitigation funds to design and install a lighting plan with a focus on aesthetics, value, efficiency, durability and ease of maintenance. This exciting project offers designers, architects, engineers, and others the rare opportunity to enhance the look, identity, and experience of one of Boston's most unique features. A successful lighting design will not only realize the community's aspirations for the bridge and leverage modern technologies, but also animate the Fort Point Channel and celebrate the city's past, present, and brightening future.

Site Area

The Congress Street Bridge is one of four bridges spanning the Fort Point Channel, a navigable maritime channel that feeds into Boston Harbor. Together with the now-closed Northern Avenue Bridge and the newer Evelyn Moakley Bridge to the north and the Summer Street Bridge to the south, the Congress Street Bridge

connects downtown Boston to the South Boston Waterfront. The Congress Street Bridge has two lanes of traffic in both directions and sidewalks that directly connect to the Harborwalk, Boston's planned 47-mile pedestrian network along the waterfront. Located nearby to the west are the Federal Reserve and Atlantic Wharf, as well as South Station, the Rose F. Kennedy Greenway and the InterContinental Hotel. Prominently to the east is the Boston Children's Museum and the Fort Point neighborhood. The bridge also provides the only direct access to the Boston Tea Party Ships and Museum.



Site area: Fort Point Channel Congress Street Bridge

Funding

The **total budget for design and construction** of the Congress Street Bridge Lighting project is **Four Hundred Seventy Thousand Dollars and Zero Cents (\$470,000)**. Proposals must reflect the critical task of designing a project to this budget. Proposals for design should include the names, resumes, and hourly rates for those expected to perform the work and a level of effort breakdown for each

task in the fee schedule. Please note any exclusions or exceptions from the fee schedule and scope of work.

Contract

The BPDA intends to enter into a contract with the Consultant Team specifying tasks and deliverables and procedures for refining the work plan as the project proceeds. Prior to work commencing, the BPDA will issue a Notice to Proceed to the Consultant Team.

By submitting a proposal in response to this RFP, the respondent agrees that if the BPDA selects such respondent to perform the work, the respondent will, upon such selection, execute a contract in substantially the form of the contract attached hereto as Appendix D. Execution of the contract will be contingent on availability of funds. If any respondent believes that any article in the attached contract requires modification or is otherwise unacceptable to the respondent, such respondent should so indicate in the response to this RFP. Otherwise, the terms of the attached contract, in its entirety, will be assumed to be acceptable.

Consultants to the BPDA are deemed special municipal employees and are required to abide by such a designation as set forth in the Consultant Contract. The selected consultant shall be expected to assemble a project team in compliance with such "special municipal employee" status.

The BPDA will be responsible for direct management of the Consultant(s) in close collaboration with the Boston Public Works Department. Under the direction of the BPDA Project Manager, the Consultant should expect to meet with and present its work to BPDA staff, the Boston Landmarks Commission, representatives from other City departments, the Fort Point Channel Operations Board, Light Boston, and other stakeholders.

A more specific description of services required is set forth herein. The required services outlined are not intended to be an exhaustive list of services to be provided, but rather a framework for the types of services and products desired.

Respondents are encouraged to develop an approach within the framework that most efficiently accomplishes the goals of this RFP and meets the budget set forth

by the Agency. The BPDA will carefully consider the approach described by respondent teams in its evaluation of the proposals.

Goals and Objectives

The desired outcome for the RFP is to hire a consultant to develop the lighting plan, manage the installation, and provide a maintenance plan for the lighting of the Congress Street Bridge.

The Project includes seven (7) major tasks and outcomes, which are subject to modification as the design and implementation of the plan progress. These are described in greater detail in Section II.

- Task 1: Background review.
- Task 2: Conceptual design of lighting installation.
- Task 3: Preliminary design of preferred lighting option.
- Task 4: Permitting and public comment support.
- Task 5: Final design.
- Task 6: Construction administration.
- Task 7: Maintenance plan.

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Scope of Services

Scope of Work

Anticipated tasks include, but are not limited to:

Task 1: Background review

The Consultant shall perform site reconnaissance of the area. The Consultant shall assess current lighting conditions within the Fort Point Channel area and the impact made by new development on the Fisher, Marantz, Stone (“FMS”) conceptual lighting plan (“FMS Study”). Consultant shall review existing materials including:

1. “Congress Street Bascule Bridge Written Historical and Descriptive Data”, 1984, National Park Service;
2. “Congress Street Bridge Conceptual Study” (“FMS Study”), November 2003, Fisher Marantz Stone;
3. “Illuminating Boston: The Diamond Necklace Project”, Fall 2000, Light Boston, Inc.;
4. “Proposed Bridge Rehabilitation, Congress Street Over Fort Point Channel”, 2001, Public Works Department;
5. “Bridge Rehabilitation Project, Congress Street Over Fort Point Channel”, 2001, Massachusetts Highway Department;
6. “Congress Street Bridge ‘Bridge Lighting Plan’”, Sheet 17A, 2007, STV Incorporated (*PDF & AutoCAD*);
7. “Congress Street Bridge ‘Electrical Legend, Notes and Misc. Details’”, Sheet 18, 2007, STV Incorporated (*PDF & AutoCAD*);

8. "Congress Street Bridge SK-061", 6/24/2008, STV Incorporated;
9. "Utility Details and Layout Plan, Boston Tea Party Ships and Museum", November 2010, Margulies Perruzzi Architects.

These files are available for download through the RFP page on the BPDA website (<http://www.bostonredevelopmentauthority.org/work-with-the-bra/rfps-rfqs-bids/rfp-listing-page?id=104>) under "Supplemental Material".

Task 2: Conceptual design of lighting installation

A Conceptual Design meeting shall take place with BPDA and other representatives within six (6) weeks of a Notice to Proceed (NTP) to present initial ideas on the project. The intent of Task 2 is to roughly lay out lighting concepts in their totality to provide the BPDA with a plan to prioritize the options and make the most efficient use of our budget. This Conceptual Design should include:

- A sketch/plan for illuminating the bridge's central features:
 - Historic lanterns;
 - Bridge piers;
 - Counterweight tower;
 - Bascule truss;
 - Steel channel and railing; and
 - Other mechanisms which bring to light an understanding of the manner of operations for opening and closing the bridge; and
 - The Boston Tea Party Ships and Museum;
- General details for fixture types and bridge connections; and
- A rough estimate for the work.

The design should also consider:

- New technological advances since the FMS Scheme to enhance the original design with improved energy and LPW efficiencies;
- Re-using existing conduit and junction boxes from previous installations;
- Access for and ease of future maintenance and operation;

- Lighting material and features that function in four-season environments with exposure to salt water;
- Lighting systems that will function and coordinate with available lighting software;
- Construction feasibility based upon structural, historic, and budgetary constraints and requirements;
- A consistent overall architectural theme that is suitable for the surroundings;
- DLC-listed fixtures for Eversource rebate potential; and
- Functionality with any navigational bridge lighting required by the U.S. Coast Guard.

Task 3: Preliminary design of preferred lighting option

Upon approval of the Conceptual Design, the Consultant shall proceed to Preliminary Design. The intent of the Preliminary Design Plan is to further develop the preferred lighting option and provide PWD and the community with a similar menu of lighting options for feedback and approval. The Preliminary Design submittal shall include:

- Electrical plan;
- Preliminary plan showing luminaires at proposed locations with significant detail to show connections to existing infrastructure (e.g. conduit, wiring, connection to control cabinet);
- Electrical details;
- Description of proposed luminaires with data, proposed connections to existing bridge structure (anchoring system shall be approved and stamped by an engineer and is subject to PWD review); and
- Preliminary cost estimate of the options presented to the Agency (options presented must be viable for bidding and implementation).

Task 4: Permitting and public comment support

The following meetings serve to present the public and permitting agencies with the opportunity to review and provide input on the preliminary design documents:

- Public Works Department

- The consultant shall attend two (2) meetings with PWD at preliminary and final design to provide background on current design progress.
- The Consultant shall revise the drawing sets as necessary based on comments arising from said meetings.
- Boston Landmark Commission
 - Attendance and participation at one public hearing with the Boston Landmark Commission shall be required.
 - The Consultant shall revise the drawing sets as necessary based on comments arising from said meeting.
- Community Meeting
 - The Consultant shall attend and prepare presentation materials for one (1) public meeting with Fort Point stakeholders. The Consultant shall work with the BPDA Project Manager to schedule a community meeting to discuss design update and solicit feedback from the Fort Point Channel community.
 - The Consultant shall revise the drawing sets as necessary based on comments arising from said meeting.
- Informal Community Meetings
 - The BPDA will typically hold informal sessions with smaller, more focused groups of community members, such as representatives from the Boston Tea Party Ships and Museum, the Children’s Museum, Boston Properties, the BCEC, etc., as necessary. The BPDA may request the Consultant’s attendance in a select number of these sessions as required.
 - The Consultant shall revise the drawing sets as necessary based on comments arising from such meetings.

Task 5: Final design

On the basis of the approved preliminary design, the Consultant shall prepare and submit to the Agency the final design and cost estimate for the work. Design shall include, but is not limited to, a final electrical plan with details and locations for lights, wiring, conduit, connections, a digital lighting control system suitable for the proposed design (e.g. capable of producing color-changing lighting effect) and

outdoor application, modifications to existing electrical control box, one-line diagram, panelboard schedule, luminaire schedule, specifications, and all other details required for the work to be performed. These requirements shall be in a form suitable for public bidding (M.G.L. c. 30 §39M) and shall include a unit-price breakdown of items for bidding. Drawings shall be submitted to the Agency in electronic format (AutoCAD and PDF). Specifications shall be submitted in Word and PDF format. Electrical sheets shall be stamped and sealed by a licensed professional engineer registered in Massachusetts. Anchoring system shown on the plans shall be stamped and sealed by a licensed professional structural engineer registered in Massachusetts.

Task 6: Construction administration

The Consultant shall participate in pre-bid conference, prepare addenda, prepare supplemental details as needed, review and approve materials and shop drawings, samples and other submissions of the Contractor for conformance with the working drawings and detailed specifications.

The Consultant shall be responsible for two site visits per week (including the weekly-scheduled project meeting). The Consultant shall respond to proposed changes in the work as necessary. The Consultant shall review the Contractor's periodic estimates for payment, supervise all final testing of systems and prepare the punch list for close-out. The Consultant shall run a weekly meeting, create an agenda, and produce meeting minutes. The Consultant shall estimate the services for construction administration based on a construction duration submitted in the proposal. The Consultant shall track construction and installation costs through each phase of the project and relate phases and costs to the project budget. The Consultant shall also ensure proper coordination between project designer, materials supplier, construction contractor and lighting software design.

Task 7: Maintenance plan

The Consultant shall develop a long-term maintenance plan for the lighting installation. It is important that any lighting installed as part of this project be easily and efficiently maintained by the City of Boston and any potential community partners.

Time of Performance

Consultant is advised that time is of the essence with respect to the performance of the Services.

It is further required that the Consultant be available to commence the scope of work (as such may be modified in the final Contractual Agreement between the BPDA and the Consultant) immediately upon receipt of a Notice to Proceed (NTP) being issued by the BPDA. The NTP shall follow the acceptance by the BPDA of the respondent's submitted project and fee schedule.

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Proposal Submission & Evaluation

Proposal Submission Requirements

To receive updates on the RFP, respondents must register their email address online by downloading the RFP from the BPDA website at <http://www.bostonredevelopmentauthority.org/work-with-the-bra/rfps-rfqs-bids/rfp-listing-page?id=104>.

Questions/Pre-Submission Conference/Addendum

Questions pertaining to this RFP should be directed to Erik Hokenson, Project Manager, by phone at (617) 918-4267 or email at erikk.hokenson@boston.gov. A Pre-Submission Conference will take place on Wednesday, November 9, 2016 at 10:30 AM at the Boston Tea Party Ships and Museum, 306 Congress Street, Boston, MA 02210. If questions are received, a written addendum to this RFP will be issued containing the answers to those questions raised and any required clarification to the specifications. The written addendum will be emailed to all RFP participants by 5:00 PM on Monday, November 14, 2016. Oral interpretations will have no standing.

Proposal Format

Each respondent must submit one (1) original proposal (without fee proposal), five (5) copies (without fee proposal), and one (1) electronic version of the proposal (without fee proposal) on one (1) portable data storage device (e.g. USB flash memory drive) in a sealed envelope no later than 12:00 PM on Thursday, December 1, 2016. Each respondent must also submit one (1) original Fee Proposal and two (2) copies, using the Consultant Fee Proposal Form provided in Appendix A, in a separate sealed envelope no later than 12:00 PM on Thursday, December 1, 2016.

The proposal, included in a separate sealed envelope, should be labeled as follows:

FROM: Respondent's name and address
RE: Response to the Congress Street Bridge Lighting RFP

The fee proposal, included in a separated sealed envelope, should be labeled as follows:

FROM: Respondent's name and address
RE: Fee Proposal for the Congress Street Bridge Lighting Project

The total budget for design and construction of the Congress Street Bridge Lighting Project is Four Hundred Seventy Thousand Dollars and Zero Cents (\$470,000). Proposals must reflect the critical task of the respondent's ability to design a project to this budget. Fee proposals should indicate the total cost of design and construction separately, but the total cost of design and construction is not to exceed \$470,000. Proposals for design should include the names, resumes, and hourly rates for those expected to perform the work and a level of effort breakdown for each task in the fee schedule. Please note any exclusions or exceptions from the fee schedule and scope of work.

Submission Requirements

All submissions must include:

- The name and resume of the Project Manager, support staff, and subconsultants, if applicable;
- Previous work experience;
- References;
- If applicable, the number and percentages of minorities and women, by professional level, in the respondent's workforce and indicate whether the respondent is a Minority Business Enterprise (MBE) or Woman Business Enterprise (WBE);

- A project approach letter detailing the consultant's approach to the project, including images of potential lighting interventions, which may also highlight any recommendations outside the scope of work presented in the RFP;
- A portfolio of previous work experience relevant to the Project;
- A schedule outlining design and construction milestones.

Please note that the RFP is not for a conceptual design, but for a project approach letter detailing the consultant's approach to the project, including images of potential lighting interventions, complemented by a portfolio of previous work experience relevant to the Project.

Proposal Submission Deadline

All responses to this RFP are to be submitted no later than 12:00 PM on Thursday, December 1, 2016. *Absolutely no responses will be accepted after the due date and time.*

Complete submissions, including both of the separately sealed envelopes, should be addressed as follows:

TO: Teresa Polhemus
Executive Director/ Secretary
Boston Planning & Development Agency
One City Hall Square, Room 910
Boston, MA 02201-1007

Interviews

Interviews for consultant teams meeting the minimum threshold criteria will take place on Thursday & Friday, December 8 & 9, 2016 at the BPDA, One City Hall Square, 9th Floor, Boston, MA 02201 or at later dates to be determined.

Interviewees will be notified by 5:00 PM on Tuesday, December 6, 2016 if they are selected for interviews on December 8 or 9, 2016, or at later dates to be determined. Interviews will be mandatory for any consultants wishing to be considered for the contract award. Should the BPDA need to alter these dates, all

impacted consultants will be notified directly no fewer than seven (7) days in advance.

Selection

It is anticipated that the BPDA will select the Consultant Team by Friday, January 13, 2017, schedule permitting. The BPDA reserves the right to delay the selection as necessary and will notify impacted consultants directly no fewer than seven (7) days in advance.

The BPDA reserves the right to select a Lead Consultant and substitute different sub-consultants than those named in the proposal. The BPDA reserves the right to reject any or all bids. The award of a contract for services requested by this RFP shall be subject to the approval of the BPDA Board.

Evaluation and Selection Criteria

The BPDA, other city departments and commissions, the Fort Point Channel Operations Board, and other stakeholders will review all proposals in accordance with the criteria, procedures, submission requirements, and other information outlined in this RFP. After receipt of the proposals, the BPDA may, at its discretion, interview one (1) or more respondents, during which time such respondent will have the opportunity to present its proposal and respond to questions.

A contract will be awarded based on the criteria and rule for award set forth below. Each proposal will be initially evaluated to determine whether the respondent submitting the proposal meets the minimum threshold requirements described below. Those respondents and the proposals of those respondents, which the BPDA has determined to have met the minimum threshold requirements, will then be evaluated according to the evaluation criteria described in subsections below.

Minimum Threshold Requirements

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

- Whether proposals include all required documentation and meet the submission deadline.
- Adequate financial resources to ensure ability to complete the project.

- Demonstration by applicant of adequate insurance and an appropriate risk management strategy.
- Compliance, to be determined by the BPDA, with all applicable statutes governing conflict of interest.

Comparative Evaluation Criteria

All respondents determined to have met the minimum threshold requirements will then be evaluated in the following categories:

1. Consultant Team
2. Qualifications and Experience
3. Content
4. Allocation of Resources and Schedule

Criteria Rating Description

1. Consultant Team

- a. Project Manager Qualifications

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

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

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

- b. Experience of Project Team Members

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has selected a team optimal in size and skill for the Project with significant experience in relevant projects and planning initiatives.

ADVANTAGEOUS when it has been determined that the respondent has selected a team appropriate in size and skill for the Project that with some experience in relevant projects and planning initiatives.

NON-ADVANTAGEOUS when it has been determined that the respondent has selected a team inappropriate in size and skill for the Project that with no experience in relevant projects and planning initiatives.

c. Local Knowledge

HIGHLY ADVANTAGEOUS when the respondent shows strong familiarity with Boston architectural history and context, urban design, and infrastructure, specifically within Fort Point and on the urban waterfront.

ADVANTAGEOUS when the respondent shows some familiarity with Boston architectural history and context, urban design, and infrastructure, though not necessarily within Fort Point or on the urban waterfront.

NON-ADVANTAGEOUS when the respondent shows no familiarity with Boston architectural history and context, urban design, and/or infrastructure.

d. Team Diversity

HIGHLY ADVANTAGEOUS when the consultant team consists of a diverse mix of firms and professionals that includes Boston residents, MBEs, and/or WBEs.

ADVANTAGEOUS when the consultant team contains consists of some firms and professionals that include Boston residents, MBEs, and/or WBEs.

NON-ADVANTAGEOUS when the consultant team does not consist of a diverse mix of firms and professionals that includes Boston residents, MBEs, and/or WBEs.

2. Qualifications and Experience

HIGHLY ADVANTAGEOUS when it has been determined that the respondent has demonstrated experience and excellence in a) integrating lighting design in urban environments and infrastructure; b) management of lighting installations; c) developing implementable plans, especially in regard to budget constraints; d) understanding of the full project lifecycle, including future maintenance; and e) experience working with public sector clients, community-based organizations, institutions and business owners in a public participation process.

ADVANTAGEOUS when it has been determined that the respondent has some experience in a) integrating lighting design in urban environments and infrastructure; b) management of lighting installations; c) developing implementable plans, especially in regard to budget constraints; d) understanding of the full project lifecycle, including future maintenance; and e) experience working with public sector clients, community-based organizations, institutions and business owners in a public participation process.

NON-ADVANTAGEOUS when it has been determined that the respondent has limited or no experience in a) integrating lighting design in urban environments and infrastructure; b) management of lighting installations; c) developing implementable plans, especially in regard to budget constraints; d) understanding of the full project lifecycle, including future maintenance; and e) experience working with public sector clients, community-based organizations, institutions and business owners in a public participation process.

3. Content

HIGHLY ADVANTAGEOUS when it has been determined that the respondent's approach to the project includes: a) an understanding and acknowledgement of the architectural, historic, civic, cultural, and infrastructural importance of the Congress Street Bridge; b) a desire to increase the public's use of and interaction with the Congress Street Bridge and the Fort Port Channel as a part of the city's waterfront; and c) an innovative application of lighting design.

ADVANTAGEOUS when it has been determined that the respondent's approach to the project includes: a) an understanding and acknowledgement of the architectural, historic, civic, cultural, and infrastructural importance of the Congress Street Bridge; and b) a desire to increase the public's use of and interaction with the Congress Street Bridge and the Fort Port Channel as a part of the city's waterfront.

NON-ADVANTAGEOUS when it has been determined that the respondent's approach to the project fails to include: a) an understanding and acknowledgement of the architectural, historic, civic, cultural, and infrastructural importance of the Congress Street Bridge; or b) a desire to increase the public's use of and interaction with the Congress Street Bridge and the Fort Port Channel as a part of the city's waterfront.

4. Allocation of Resources and Schedule

HIGHLY ADVANTAGEOUS when it has been determined that the proposal: a) properly allocates the budget for design and implementation; b) outlines a proposed staffing plan that demonstrates the consultant team's ability to exceed the demands of the design and implementation of the approved plan; and c) ensures the entirety of the Project will remain within the Project budget.

ADVANTAGEOUS when it has been determined that the proposal: a) sufficiently allocates the budget for design and implementation; b) outlines a proposed staffing plan that demonstrates the consultant team's ability to meet the demands of the design and implementation of

the approved plan; and c) ensures the entirety of the Project will remain within the Project budget.

NON-ADVANTAGEOUS when it has been determined that the proposal: a) insufficiently allocates the budget for design and implementation; b) fails to outline a proposed staffing plan that demonstrates the consultant team's ability to meet the demands of the design and implementation of the approved plan; or c) fails to ensure the entirety of the Project will remain within the Project budget.

Rule for Award

The contract for the Plan will be awarded to the most favorable proposal based on the selection criteria outlined above. The successful respondent will be deemed, in the opinion of the Selection Committee, to be the most responsive and acceptable proposal, taking into consideration the reliability of the respondent, the qualities of the services proposed to be supplied, and their conformity with the specifications required.

Insurance Requirements

The selected Consultant will be required to maintain at least One Million Dollars (\$1,000,000) in project specific liability insurance coverage from a reputable insurance company. Said liability policy shall be reasonably satisfactory to the BPDA and shall include coverage for all releases that arise out of or are exacerbated by the acts or omissions of the selected Consultant and/or the Consultant's subcontractors. In addition, the selected Consultant (i) shall maintain at least One Million Dollars (\$1,000,000) in Professional Liability Insurance and (ii) will be subject to the standard insurance requirements of the BPDA.

Miscellaneous

1. The BPDA reserves the right to postpone or withdraw this RFP; to accept or reject any and all proposals; to modify or amend the terms of this RFP prior to the receipt of proposals or to waive any requirement of this RFP with respect to all respondents; to hold discussions regarding the terms of any proposal received in response to this RFP; all as the BPDA may deem to be in the best interest of the BPDA and/or the City of Boston.

2. Any and all costs incurred by any respondent in responding to this RFP or in otherwise developing proposals are entirely the responsibility of such respondent and shall not be reimbursed in any manner by the BPDA.
3. Execution of a contract between the BPDA and the selected Consultant Team will be contingent on the availability of funding.
4. The BPDA shall not have any liability to any respondent except pursuant to the terms of a written contract duly executed and delivered by the BPDA and such respondent.
5. All proposals and other documents and materials submitted by a respondent in support of its proposal shall be retained by the BPDA and become the property of the BPDA. The consultant will submit a reproducible and digital copy of all maps, graphic slide presentations, surveys and photographs to the BPDA. Hard copies of presentation materials, such as display boards, slides, videos, etc., shall be submitted to the BPDA and/or retained by the Consultant team and available to the BPDA for a minimum of two (2) years.
6. The provisions of this RFP are severable and if any provision or provisions shall be determined to be illegal or invalid by a court of competent jurisdiction, such determination shall not impair or otherwise affect any other provision of this RFP.
7. The selection of the Consultants is subject to the approval by the BPDA Board.
8. The final selection of all Subconsultants shall be subject to prior review and written agreement by the Agency's Director. The BPDA reserves the right to amend the subconsultant selection at its discretion in consultation with the selected consultant.

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

Erikk Hokenson, Project Manager
Boston Planning & Development Agency

One City Hall Square, 9th Floor
Boston, MA 02201
T 617-918-4267
erikk.hokenson@boston.gov

When e-mailing, please put “Congress Street Bridge Lighting Project” in the subject line.

04

Appendices

- Appendix A: Consultant Fee Proposal Form
- Appendix B: Non-Collusion Form
- Appendix C: Certificate of Tax, Employment Security, and Child Care Compliance
- Appendix D: Consultant Services Contract

APPENDIX A: CONSULTANT FEE PROPOSAL FORM	Martin J. Walsh, Mayor Timothy J. Burke, Chairman BPDA Board Brian P. Golden, Director BPDA
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This form must be submitted in a separate sealed envelope labeled FEE PROPOSAL and addressed as follows:

Boston Planning & Development Agency
 Boston City Hall
 One City Hall Square, Room 910
 Boston, MA 02201-1007
 ATTN: Ms. Teresa Polhemus
 Executive Director/Secretary

SUBMITTED BY:

NAME	
FIRM	
ADDRESS	
TELEPHONE / FAX	

Fee Breakdown

Task 1 - Background Review	\$_____
Task 2 - Conceptual Design	\$_____
Task 3 - Preliminary Design	\$_____
Task 4 - Permitting/Public Comment Support	\$_____
Task 5 - Final Design	\$_____
Task 6 - Construction Administration	\$_____
Task 7 - Maintenance Plan	\$_____
Total Fee Proposal	\$_____

APPENDIX B: NON-COLLUSION AFFIDAVIT OF PRIME RESPONDENT	Martin J. Walsh, Mayor Timothy J. Burke, Chairman BPDA Board Brian P. Golden, Director BPDA
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State of
 County of

_____, being first
 duty sworn deposes and says that:

1.0 He/she is (owner, partner, officer, representative, or agent) of _____, the Respondent that has submitted the attached Proposal:

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

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

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

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

(Signed) _____

 Title

Subscribed and sworn to before me this _____ day of _____, 20____

Title

My commission expires:

APPENDIX C: CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CHILD CARE COMPLIANCE	<p style="text-align: right;">Martin J. Walsh, Mayor</p> Timothy J. Burke, Chairman BPDA Board Brian P. Golden, Director BPDA
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Pursuant to Massachusetts General Laws Chapter 62C, §49A and Chapter 151A, §19A(b) and Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, I _____

(Name)

 (Title)

(Name of Consultant)

whose principal place of business is located at _____

_____, do hereby certify that:

- A. The above-named Consultant has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth's Department of Revenue.
- B. The above-named Consultant has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.
- C. The undersigned hereby certifies that the Consultant (please check applicable item):
 1. _____ employs fewer than fifty (50) full-time employees; or
 2. _____ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
 3. _____ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Signed under the penalties of perjury this _____ day of _____, 20__.

 Federal Identification Number (Name)

By: _____

APPENDIX D: CONSULTANT SERVICES CONTRACT	Martin J. Walsh, Mayor Timothy J. Burke, Chairman BPDA Board Brian P. Golden, Director BPDA
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CONSULTANT CONTRACT

This Consultant Contract (the “Contract”) is made as of this ____ day of _____, 20__ by and between the Boston Redevelopment Authority (the “Authority”) and _____ (the “Consultant”). The Authority and the Consultant hereinafter sometimes are referred to, individually, as a “Party” and collectively, as “Parties”.

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

I. SCOPE OF SERVICES

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

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

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

II. COMPENSATION

A. Amount of Payment. Except as provided in Section VI.A of this Contract, the Consultant shall be paid as follows for the performance of the services set forth in Section II of this Contract and described in Exhibit A, attached hereto and incorporated as a part hereof:

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

2. For all services performed, either by the Consultant or by Subconsultants, the Consultant shall be paid not more than once a month upon the Authority's approval of the Consultant's monthly statements submitted in accordance with Section II.B hereof. The amount paid each month shall equal the sum of: (i) the product of the number of hours worked by the Consultant and/or any Subconsultants performing services under this Contract during the prior month and the hourly rate of service set forth in Exhibit B attached hereto and incorporated as a part hereof; plus (ii) the amount of reimbursable expenses incurred by the Consultant and/or any Subconsultants during the prior month and approved by the Agency as reimbursable.

B. Monthly Statements. Not later than the fifteenth (15th) day of each month during the term of this Contract, the Consultant shall submit to the Authority a monthly statement detailing all Services rendered and all reimbursable expenses incurred during the prior month. The Consultant's monthly statements shall be in such detail, as the Authority may reasonably require, to show the identification of the personnel performing services, their classifications and hours worked, and the detailed nature and extent of services performed. As part of the monthly statements, the Consultant shall also submit a statement detailing all services rendered by Subconsultants and all reimbursable expenses incurred by Subconsultants during the prior month, if any, in such detail as the Authority may reasonably require to identify Subconsultants and the personnel performing services, their classifications, hourly rates and hours worked, and the expenses for which Subconsultants request reimbursement.

C. Retention of Records and Audit Rights. The Consultant shall keep records for a period of three (3) years, and shall cause its Subconsultants to keep records for a period of three (3) years, pertaining to services performed and reimbursable expenses incurred on the basis of generally accepted accounting principles and in accordance with such reasonable requirements to facilitate review as the Authority may require. The Authority shall have the right to inspect, review or audit, in conformity with

acceptable auditing standards, the accounts, books, records and activities of the Consultant and all Subconsultants necessary to determine compliance by the Consultant with the provisions and requirements of this Contract and the laws of the Commonwealth of Massachusetts.

III. TIME OF PERFORMANCE

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

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

IV. SUBCONSULTANTS

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

V. TERM

The term of this Contract shall commence on _____, 20__ and terminate on _____, 20__, unless sooner terminated by the Authority in accordance with this Contract; provided, however, that the Authority may, at its election and in its own discretion, extend the terms of this Contract for an additional period of ninety (90) days.

VI. TERMINATION

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

1. On fourteen (14) days notice, without cause; or

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

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

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

VII. ADDITIONAL TERMS AND CONDITIONS

A. Records, Documents, Plans and Drawings. All records and documents prepared pursuant to this Contract shall be considered the property of the Authority and shall be delivered to the Authority's custody upon completion of the work or upon request in writing by the Authority's Director, and in any event no later than sixty (60) days after the termination of this Contract unless such time limit shall be extended in writing by the Authority's Director. Any plans or drawings are the property of the Authority, and shall be of the size and quality established by the Authority. Except as required for the discharge of its duties to the Authority under this Contract, no plans, sketches, drawings or other renderings or documents shall be released or disclosed by the Consultant to any other person without the prior written approval of the Authority's Authorized Representative and/or the Authority's Director.

B. Authority's Authorized Representative. The Authority's Project Manager and/or any other staff member set forth in a written notice from the Authority's

Director to the Consultant, is/are hereby designated as the “Authority’s Authorized Representative”.

C. Insurance. The selected Consultant will be required to maintain at least One Million Dollars (\$1,000,000) in project specific liability insurance coverage from a reputable insurance company. Said liability policy shall be reasonably satisfactory to the Authority and shall include coverage for all releases that arise out of or are exacerbated by the acts or omissions of the selected Consultant and/or the Consultant’s subcontractors. In addition, the selected Consultant (i) shall maintain at least One Million Dollars (\$1,000,000) in Professional Liability Insurance and (ii) will be subject to the standard insurance requirements of the Authority. The Consultant shall cause all Subconsultants under this Contract to carry similar insurance coverage as well as any other insurance coverage as the Authority may from time to time direct. Evidence of such insurance coverage shall be provided to the Authority.

D. Indemnification. The Consultant, at its expense, shall defend and indemnify and hold harmless the Authority, its members, directors, officers and employees from and against all claims, causes of action, suits, losses, damages and expenses, including attorneys fees, to the extent arising out of or resulting from any action by the Consultant and anyone employed by it, including Subconsultants and their employees, in the performance of this Contract. Such obligation shall not be constructed to negate or abridge any other obligation of indemnification running to the Authority, which would otherwise exist. The Authority shall give the Consultant prompt and timely notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification hereunder. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance contained in this Contract.

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

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

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

the Consultant's failure to perform in conformance with the terms and conditions of this Contract. The rights and remedies of the Authority provided for under this Contract are in addition to any other rights or remedies provided by the law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to setoff, suit, withholding, recoupment, or counterclaim either during or after performance of this Contract.

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

I. No Personal Liability. No member or employee of the Authority shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Contract or because of any breach thereof. No member or employee of the Consultant shall be charged personally or held contractually liable by or to the Authority under any term or provision of this Contract or because of any breach thereof, for any action performed within the Consultant's scope of services and authority under this Contract.

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

K. Special Municipal Employment. In accordance with M.G.L. c. 121B, Section 7, third paragraph, as amended, for purposes of the Commonwealth of Massachusetts Conflict of Interest Law, M.G.L. c. 268A, as amended, the Consultant shall be deemed to be a "special municipal employee" and is subject to applicable provisions of the Conflict Interest Law.

L. Assignment. This Contract, any duties hereunder or interest herein, may not be assigned or delegated by the Consultant without the prior written approval of the Authority's Director.

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

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

O. Construction.

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

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

P. Assignment. It is acknowledged and agreed that the Consultant’s services under this Contract are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

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

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

BOSTON REDEVELOPMENT AUTHORITY

By: _____
 Brian P. Golden, Director

Approved as to Form:

 E. Renee LeFevre
 General Counsel
 Boston Planning & Development Authority

CONSULTANT

By: _____
Title: _____

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
HOURLY RATES AND OTHER CHARGES**

EXHIBIT C
NONDISCRIMINATION AND AFFIRMATIVE ACTION

The Consultant agrees:

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

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

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

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

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

Signed

By: _____
 Title: _____

 Date: _____

**EXHIBIT D
CERTIFICATE OF COMPLIANCE WITH
LAWS**

Massachusetts Employment Security Law

Pursuant to M.G.L. c. 151 A, §19A(b), the undersigned hereby certifies under the penalties of perjury the Consultant, with Department of Employment Training (DET) ID Number _____ has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions. Compliance may be certified if the Consultant has entered into and is complying with a repayment agreement satisfactory to the Commissioner of DET, or if there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to M.G.L. c. 151 A, §19A(c).

Massachusetts Child Care Law

Pursuant to Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991, the undersigned hereby certifies that the Consultant:

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

Revenue Enforcement Protection Program

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

Signed this ____ day of _____, 20__.

BY: _____

Congress Street Bridge Lighting Project RFP

Addendum 1: Attendees of and Questions & Answers from Pre-Submission Conference

Attendees of Pre-Submission Conference

Name	Organization	Position
Jose dos Santos	Philips Lighting	Head of Design
Alex Hayes	Philips Color Kinetics	Spec. Sales Lead
Jill Valdes Horwood	Boston Harbor Now	Director of Waterfront Policy
Sarah Gusky Kemer	Available Light	Marketing Coordinator
Jessica Krometis	Available Light	Designer
Beatrice Nessen	Light Boston	Director, Board
Paula Ziegenbein	Hartranft Lighting Design	Design Director

Questions & Answers from Pre-Submission Conference

Q1: Why not implement the Fisher, Marantz, Stone conceptual lighting plan ("FMS plan," 2004)?

A1: Since 2004, there have been significant developments in lighting technologies and as well as the built environment, such as the Boston Tea Party Ships & Museum ("Museum"). As a result, the Boston Planning & Development Agency (BPDA) is seeking a new plan to reflect and incorporate these developments.

- Q2: Will the eventual plan incorporate anything beyond the Congress Street Bridge (“Bridge”)?
- A2: The focus of the Congress Street Bridge Lighting Project (“Project”) is the bridge itself, specifically its historic structural elements, but the lighting must be cohesive with the existing urban environment.
- Q3: To what extent should the lighting design incorporate the Museum?
- A3: The lighting design will focus on the Congress Street Bridge, but be complementary to the Museum. It needn’t highlight the Museum, but shouldn’t be competitive with it, either.
- Q4: Can the lanterns be utilized in the lighting design?
- A4: As they are streetlights, the lanterns are controlled by the City of Boston (“City”). They may be incorporated into a lighting plan provided that their existing capacity to illuminate and provide safety to pedestrian and vehicular pathways is not compromised and pending approval by the City of Boston Department of Transportation (“DOT”) and Public Works Department (“PWD”).
- Q5: Is there a comprehensive lighting plan for all of the bridges over the Fort Point Channel?
- A5: There is no comprehensive plan for all of the bridges beyond Light Boston’s “Illuminating Boston: The Diamond Necklace Project,” which is included in the RFP’s Supplemental Materials. The Old Northern Avenue Bridge was previously illuminated prior to its closure. That said, they are all part of the same urban fabric.
- Q6: Should maintenance funding be considered in the budget?
- A6: No. However, the time and cost of maintenance of any lighting plan will be considered in the evaluation of a proposal.

Q7: If there is a component of the lighting plan that requires someone to learn and operate software or a program to control the lighting, who will be responsible for that?

A7: The City and/or BPDA will designate a responsible person or group of persons to operate any software or program to control the lighting. However, the designer will be required to provide instruction, which will also need to be incorporated into the maintenance plan.

Q8: What is the expectation for the design life of the lighting?

A8: The BPDA is interested in a buildable and sustainable lighting design, not a temporary installation. The design life will be a consideration, with the understanding that salt water environments may shorten it.

Q9: Where did the additional funding for the Project come from?

A9: As indicated in the RFP, the Project had an initial budget of \$370,000 from Chapter 91 mitigation fees from the development of Russia (now Atlantic) Wharf. This budget was augmented by \$100,000 from Chapter 91 mitigation from the development of 500 Atlantic Avenue. There are no additional conditions on the funds beyond those contained in the RFP.

Q10: Is there any interest in a centralized, web-based platform to control all similar lighting installations in Boston (e.g. the Congress Street Bridge, Zakim Bridge, etc.)?

A10: Yes, but that is not within the scope of this project and would also require jurisdictional cooperation between the city and state. However, to the extent that the lighting for the Congress Street Bridge could be outfitted or retrofitted in the future with a system compatible with a centralized, web-based platform while not compromising on the lighting of the Congress Street Bridge, this would be considered advantageous.

Q11: What is the available voltage for lighting?

A11: 110 volts.

Q12: How should existing and future public art installations on and adjacent to the Bridge be considered and incorporated?

A12: Generally, public art installations on the Bridge and the Fort Point Channel watershed, including those currently there, are temporary. As these installations are permitted, approved, and, frequently funded by the City and BPDA, the City and BPDA will work to ensure a cohesive public realm inclusive of the lighting for the Congress Street Bridge.

Q13: Is the Bridge functional?

A13: The Bridge no longer opens, though smaller vessels, including water taxis, are able to pass beneath it.

Q14: How specific should the project approach letter required by the RFP be?

A14: The project approach letter should be as specific as possible, which may include general renderings or conceptual images of potential designs, precedent imagery, and past related work of the respondent. However, the goal of the RFP is to select a design to develop the lighting plan in cooperation and coordination with the City, BPDA, and other stakeholders.

Q15: Should an estimate for the labor related to the installation of the lighting be included? Should the parties who provided quotes for the labor be identified?

A15: Yes, an estimate should be included, using public bidding rules and regulations as a guide. The parties providing such estimates needn't be identified, but respondents should be able to provide evidence to support their estimates if requested by the City, BPDA, or other members of the review committee.

Congress Street Bridge Lighting Project RFP

Addendum 2: Insurance Requirements

The sections in the RFP titled “Insurance Requirements” on page 22 and in Appendix D: Consultant Services Contract Section VII.C Insurance are hereby deleted and replaced by the following provision in quotes:

“The selected Consultant or Consultant Team shall maintain Professional Liability Insurance of (i) One Million Dollars (\$1,000,000) per occurrence and (ii) Three Million Dollars (\$3,000,000) in aggregate with an extended reporting period of six (6) years from an A-rated or equivalent insurance company. Said liability insurance shall be reasonably satisfactory to the BPDA and shall include coverage for all releases that arise out of or are exacerbated by the acts or omissions of the selected Consultant and/or the Consultant’s subcontractors.”

Congress Street Bridge Lighting Project RFP

Addendum 3: Appendices

In response to a question received, this addendum clarifies and confirms that Appendices A, B, and C must all be submitted by the deadline. All three appendices should be submitted together in a sealed envelope separate from the proposal. Each respondent must submit one (1) original Fee Proposal (Appendix A) and two copies; one (1) signed and notarized Non-Collusion Affidavit of Prime Respondent (Appendix B); and one (1) completed and signed Certificate of Tax, Employment Security, and Child Care Compliance (Appendix C).

Appendix D is a form contract that will be finalized and executed with the chosen Consultant.

Given the late notice of addendum, any party unable to submit Appendices B and/or C by tomorrow's deadline of 12:00 noon should contact Erikk Hokenson, Project Manager, at 617-918-4267 or erikk.hokenson@boston.gov as soon as possible. However, Appendix A will not be accepted after 12:00 noon tomorrow.