



February 2024

Request for Proposals Flood Resilience Mitigation Planning, Feasibility & Design Study for Charlestown Navy Yard

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Request for Proposals (RFP)

Flood Resilience Mitigation Planning, Feasibility & Design Study for Charlestown Navy Yard

Boston Redevelopment Authority

Project Summary

The Boston Planning & Development Agency's Coastal Resilience Infrastructure Delivery Team is continuing to advance the implementation of the Climate Ready Boston initiative with the advancement of a Flood Resilience Mitigation Planning, Feasibility & Design Study for the Charlestown Navy Yard. This work will develop schematic design for a district scale solution as well as benefit cost analysis in order to make the project grant ready for future funding.

RFP Schedule

Action	Dates
Issue Date	Monday, February 19, 2024
Pre-Submission Conference (Virtual)	Tuesday, February 27, 2024
Deadline for Questions	Friday, March 1, 2024
BPDA Response to Questions	Thursday, March 7, 2024
Proposals Due	Tuesday, March 19, 2024
Interviews	March 26 – March 28, 2024

RFP Availability

This RFP package will be available to download on the BPDA Procurement Portal free of charge in digital print form to all interested respondents on **February 19, 2024** at **9:00 A.M.** at <https://www.bostonplans.org/work-with-us/procurement-portal>.

Contact Information

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(617) 918-4226
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Submission Requirements

All responses to this RFP must be returned no later than **12:00 P.M. (Noon)** on **March 19, 2024**. Complete submissions, including each separate sealed envelope, should be addressed as follows:

FROM: Respondent's name and address

TO: Teresa Polhemus
Secretary
Boston Planning & Development Agency
One City Hall Square, Room 900A/Receptionist
Boston, MA 02201-1007

RE: Written Response to RFP for Project Name

Response Requirements

Envelope 1: Technical Proposal *(clearly marked and without pricing information)*

One (1) hard copy (printed) of the original Technical Proposal (with ink signature)



One (1) hard copy (printed) of the Technical Proposal



One (1) USB drive with an electronic copy of the Technical Proposal



Envelope 2: Fee Proposal *(sealed and clearly marked)*

One (1) hard copy (printed) of the original Fee Proposal



Envelope 3: Voluntary Diversity, Equity and Inclusion Plan



In May 2021, the Boston Planning & Development Agency ("BPDA") adopted its Equitable Procurement Plan ("EPP") as a commitment to grow the number of contracts awarded to businesses and individuals who have historically been underrepresented in government contracting. In 2022, the BPDA continues to execute on this plan by evolving internal processes and expanding community outreach. You can find more information [here](#).

Disadvantaged Business Certification

The BPDA conducts outreach efforts, including to businesses that have received minority- and/or women-owned certification with the Commonwealth of Massachusetts or the City of Boston. Please reference the following links to learn more about these two certification processes:

Commonwealth of Massachusetts <https://www.mass.gov/certification-program-for-sdo>

City of Boston <https://www.boston.gov/departments/economic-development/equity-and-inclusion-office/get-your-business-certified>

Voluntary DEI Plan Submission

In an effort to better understand how providers are advancing diversity and inclusion, the BPDA seeks to collect information from suppliers.

In a separately sealed envelope, respondents may elect to include a narrative setting forth a plan (hereinafter, a "Diversity and Inclusion Plan") illustrating how they are increasing opportunities, including for Commonwealth of Massachusetts-certified or City of Boston Certified Minority and Women-Owned Business Enterprises ("M/WBEs") to participate in the regional economy. Providing a Diversity and Inclusion plan is not required; indeed, the submission of a Diversity and Inclusion plan will have no bearing on the award of contract. Diversity and Inclusion Plans will not be considered or evaluated by the evaluation committee; rather, the BPDA is collecting Diversity and Inclusion Plans for informational purposes only.

An informative Diversity and Inclusion Plan might identify and outline the good-faith efforts that the respondent may implement to include significant participation and management roles by people of color, women, and certified M/WBEs. Respondents who elect to voluntarily submit a Diversity and Inclusion Plan are encouraged to list any certified M/WBEs that participate in active projects, including the type/nature of service offered by certified M/WBEs and the amounts received for the participation of certified M/WBEs.

A Minority Business Enterprise or "MBE" is a certified firm that is owned, operated, and controlled by one or more individuals who are African American, Hispanic American, Native American, or Asian American who have at least 51% ownership of the firm. A Woman Business Enterprise or "WBE" is a certified firm that is owned, operated, and controlled by one or more women who have at least 51% ownership of the firm.

TABLE OF CONTENTS

01 Project Description	1
02 Scope of Services	9
03 Procurement Schedule.....	21
04 Submission Requirements	24
05 Minimum Threshold Requirements & Quality Requirements.....	26
06 Comparative Evaluation Criteria	28
07 Rule for Award and Consultant Selection.....	32
Exhibit A. Statement of Respondent Qualifications.....	36
Exhibit B. Request for Proposals Form	40
Exhibit C. Certificate of Authority	45
Exhibit D. Certificate of Compliance with Laws.....	46
Exhibit E. Statement of Tax Compliance	47
Exhibit F. Non-Discrimination and Affirmative Action.....	48
Exhibit G. Non-Collusion Affidavit	49
Exhibit H. Fee Proposal Form.....	50
Exhibit I. Draft Contract	52
Exhibit J. Acknowledgement of Receipt of Draft Contract.....	59
Exhibit K. Acknowledgment of Applicability of Special Municipal Employee Status for Boston Redevelopment Authority (“BRA”) Contracts.....	60

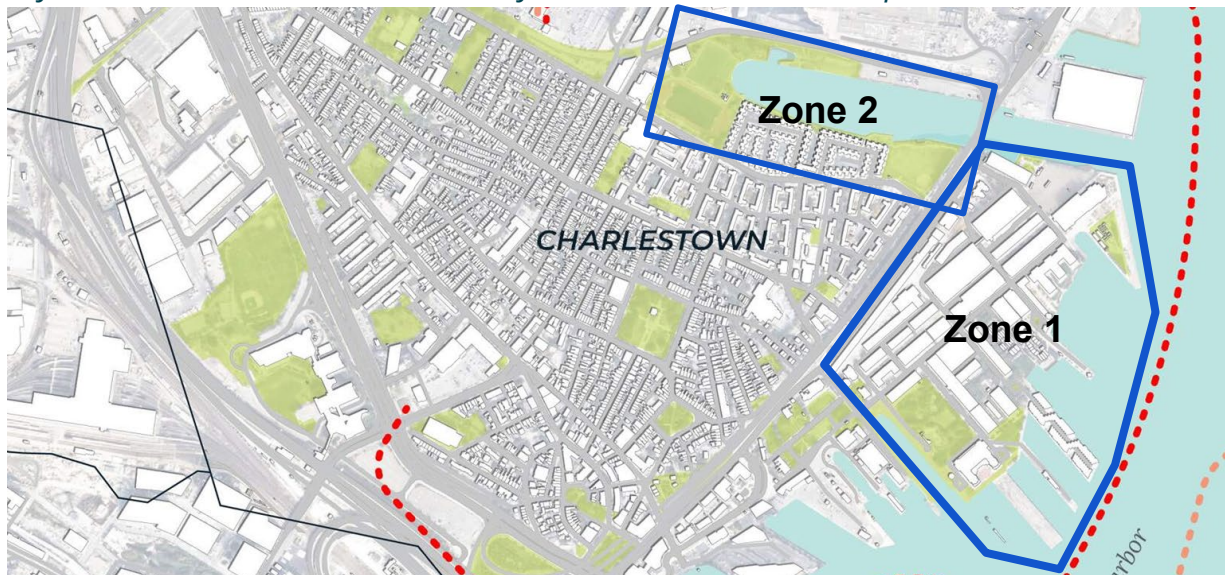
01 Project Description

The **Boston Redevelopment Authority (“BRA”)** d/b/a **Boston Planning & Development Agency (“BPDA”)**, by its Chief Procurement Officer (“CPO”), is issuing this request for proposals (“RFP”) of an experienced, qualified, and professional architect/engineer design team (hereinafter, the “Designer”) to produce the design of and provide construction administration services for the **Flood Resilience Mitigation Planning, Feasibility & Design Study for Charlestown Navy Yard, Boston MA** (hereinafter, the “Design Services” or the “Project”).

In order for all tasks to be completed it is anticipated that the duration of Design Services shall be twelve (12) months, from the notice to proceed. The Project budget will be based in part on the proposals received but the aggregate value of this Project is not expected to exceed One Million Dollars (\$1,000,000.00) over the one year period.

A. Site Location

The Charlestown Navy Yard study area will include the harborside and adjacent properties between Pier 3 (a BPDA owned property) to the eastern edge of Barry Field (Zone 1) and the Harborwalk section from Barry Field all around the Little Mystic Channel (Zone 2) (the “Study Area”). See Location Map below.



The two zones of this study will be used to help deliver a phased approach to the work outlined within this RFP. Zone 1 consists of several near-term flood paths into the neighborhood where Zone 2 consists of near-term fringe flooding and a longer

term flood pathway. Each of these areas will be studied to understand the full breadth of need for the near-term and long-term risk due to flooding. Zone 1 has a mix of public and private ownership, where Zone 2 is fully owned by public entities. Work that is developed within the scope of this study will be used to create an implementation plan for large scale district projects as well as help to identify any near-term capital improvements that will make sure to not preclude any future adaptation efforts.

B. Limit of Work

To ensure seamless continuity in the City's flood resilience plan, the Study Area includes interfaces with properties directly adjacent to the harbor where flood protection measures need to be integrated to provide district scale flood protection. Current and future flood pathways are identified in the City's *Coastal Resilience Solutions for East Boston and Charlestown (Phase II)* report.

C. Purpose and Objective

The Project will build off of the climate vulnerability analysis and resilient strategies developed through [Climate Ready Boston, 2016](#), and [Coastal Resilient Solutions for East Boston and Charlestown \(Phase II\), 2022](#) ("CRS"), to analyze site conditions and develop implementable design options to contribute to the protection of the study area from future sea level rise and coastal storm events. This Project's purpose is to plan and develop the next flood resilient design solutions for the many properties at risk as well as the adjacent neighborhood. This Project will determine a preferred comprehensive plan and suggest a slate of most impactful Projects to mitigate future district-wide flood impacts. It is anticipated that the development of schematic design documents for the construction of coastal flood protection and flood proofing measures will be created as part of this scope in order to advance this Project to grant readiness. This Project will investigate and assess existing conditions, evaluate earlier strategies as outlined in the CRS report, develop updated strategies, engage stakeholders, estimate construction costs, develop a benefit cost analysis, develop schematic design, develop resilience guidelines / building level adaptation strategies, and identify potential funding sources. The consultant shall recommend planning and schematic design solutions based on feasibility and cost-effectiveness.

The Massachusetts Coastal - Flood Risk Model shall be used as guidance for sea level rise projections. Consultant teams are required to have taken the 2023 MC-FRM training put out by the Massachusetts Office of Coastal Zone

Management which can be found here:

<https://www.youtube.com/playlist?list=PLzQVK6KiTOqxwgQQ5otdUffrD4Cx6ybgH>

The BPDA Coastal Resilience Infrastructure Delivery Team shall act as liaisons with the City's Environment Department, property owners and all State and Federal agencies for the duration in this work. Consideration shall be given to the timeliness of actionable recommendations as commensurate with future risk. Proposed solutions shall be assigned priority levels, such as required in the near-term (by 2030), medium-term (2030 to 2050) and long-term (2050 and beyond).

The Project will develop a level of schematic design for the area for the near- mid-term implementation as studies as well as build recommendations and further the conceptual design for the area for the long-term vision. The Project will be in coordination with adjacent resilience efforts to create a district scale solution and develop benefit cost analysis. This Project will be used to inform short-term public and private investments and to bring the Study Area to a level of grant readiness. This will enable the City to pursue further funds when they are identified from the local, state and federal levels and allow this Project to easily move forward as an independently effective Project where flood protection is concerned.

D. Resources

Climate Resilience Planning

Once home to an active naval shipyard, much of the waterfront in the Navy Yard consists of hardened bulkhead structures that were erected to enable ship mooring and protect the coastline from erosion. The elevation of land along the waterfront in the Navy Yard is relatively flat. As sea levels rise, this creates challenges because once floodwaters overtop the existing coastline edge, they flow inland and affect a large portion of the Study Area.

The Charlestown Navy Yard is expected to experience significant impacts from coastal flooding over time. These impacts will increase with sea-level rise and threaten places and services that are vital to community safety and wellbeing, including homes and businesses, community centers, historic landmarks, the Harborwalk, public parks, water transportation and other forms of critical infrastructure. The City of Boston's CRS report outlines the extent of need for the increased flood resilience and proposes one district scale solution for the Navy Yard and one alternative. Additionally, within [PLAN: Charlestown](#), which was adopted by the BPDA in September 2023, there are climate resilience and open space goals

that look to create a more green and resilient landscape for the area which will be taken into consideration.

District scale flood protection alignments and strategies for the Charlestown Navy Yard have been framed in the CRS report. The report identifies current flood pathways and those that will be more prominent as soon as 2030 with a 1% chance storm event and 9-inches of sea level rise. Early flood pathways which can be seen in the map below will open up in several locations of the Study Area. By 2070, with the 1% chance storm and 40-inches of sea-level rise the flood pathways become even more prominent and ultimately link with other pathways that will connect from Little Mystic Channel, of which will be under study in this Project scope.

Coastal Flood Risk In Charlestown Maps:



(2030s) 9-inches of SLR and 1% annual chance storm



(2070s) 40-inches of SLR and 1% annual chance storm

The CRS report should be used as a base that this Project will build upon to understand the multitude of solutions and strategies that may need to be put in place to create a District-Scale solution. Some images of the strategies from the report can be seen below:

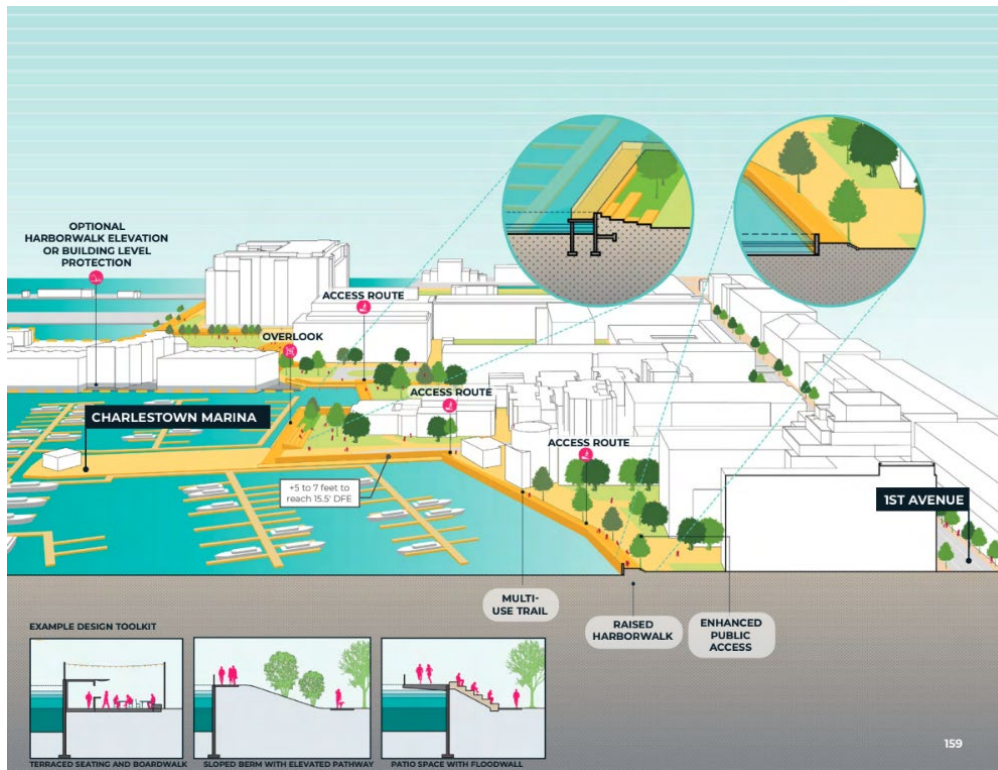


Image from CRS East Boston & Charlestown (Phase II)



Image from CRS East Boston & Charlestown (Phase II)

Property Ownership

Property Ownership in the Charlestown Navy Yard is varied between the BPDA, City of Boston, National Park Service, State agencies, and private ownership. The map below comes from the CRS report and illustrates how the ownership looks

throughout the Study area. Please note that Menino Park is now under City of Boston Parks Department ownership.

Property owners beyond the BPDA in this area have already been informed of this study and will continue to be active participants throughout the Project.



Map of Waterfront Property Ownership in the Charlestown Navy Yard from the 2022 CRS report.

E. Other Active Climate Resilience Efforts

National Park Service Charlestown Navy Yard

<https://www.nps.gov/bost/learn/historyculture/cny.htm>

MA Coastal Zone Management (CZM)

<https://www.mass.gov/service-details/regulatory-decisions-on-municipal-harbor-plans-and-designated-port-areas>

[CLIMATE RESILIENT DESIGN STANDARDS AND GUIDELINES FOR PROTECTION OF PUBLIC RIGHTS-OF-WAY](#), 2018

[BPRD Open Space and Recreation Plan 2015-2021](#) includes a detailed list of authorities having jurisdiction over waterfront improvements

F. Construction Improvements

Recent and Current Design and Construction

2023-26 Shipyard Park Waterfront Infrastructure project (under construction)

2023-26 Pier 5 Engineering Assessment (in design & permitting)

For other past improvements see BPDA Plans Room

02 Scope of Services

Overview

The Design Services include performing site investigation and flood vulnerability assessment, evaluating guidance provided by *Climate Ready Boston* planning process, engaging with key stakeholders and the community, evaluating feasibility, determining protection actions necessary on both a district-wide and site-specific scale, developing initial schematic design options, developing resilience guidelines, developing benefit cost analysis, and identifying funding sources.

Site investigation and vulnerability assessment will include site visits and desktop review of existing documentation. Any and all alternatives studies will be made based on an understanding of and experience with the City's goals.

Codes and Regulations

All provided Design Services shall conform to applicable codes and regulations including, but not limited to, the *Waterfront Facilities Inspection and Assessment*, *American Society of Civil Engineers Manual and Reports on Engineering Practice No. 130*, Massachusetts 9th edition building code (780 CMR), MA Wetlands Protection Act and local Wetlands Ordinances, Boston Flood Overlay Zoning, U.S. Clean Water Act (for USACE permit), Boston Conservation Commission, Boston Landmarks Commission, MA Historical Commission, National Park Service.

Stakeholders

The Consultant will be tasked with assisting the BPDA with prioritizing stakeholder needs and interests. Primary stakeholders will include

- BPDA – maintaining public access, the property's infrastructure
- City of Boston Departments (Parks & Recreation Department; Boston Water & Sewer, Department of Public Works, Boston Public Schools, Environment Department)
- Private Property Owners
- National Park Service
- Non-profit organizations and advocacy groups
- Condo Associations and Tenants
- Charlestown neighborhood at-large

A. Milestones

As currently envisioned, the Design Services will consist of the following tasks and corresponding timetable target milestone dates for producing all deliverables as further detailed in the scope of services section:

Outline of Services

Basic Services shall include the following 6 tasks:

Task 1 Provide Initial Site Assessment Site investigation, initial base modeling, gather desktop data
Task 2 Collect & Synthesize Data Initial abutter engagement, including City partners; Evaluate <i>Climate Ready Boston's</i> proposed conceptual strategies; advance modeling to develop the district scale proposed solutions
Task 3 Establish Conceptual Design / Resilience Design Guidelines Assess information gathered, develop and study alternatives to then identify one district-wide strategy for use as further guidance. Establish resilience design guidelines for building level adaptation for the area.
Task 4 30% Schematic Design Development Further develop the preferred district-wide strategy to include additional flood resilience measures providing 30% schematic design, estimated construction costs, permitting matrix and implementation timelines.
Task 5 Additional Public Engagement Development of stakeholder engagement plan with up to three public workshops, additional site walks, material creation and hours to speak at and facilitate engagements.
Task 6 Produce Final Report Summarize findings; suggest funding sources for implementation of final design strategies.

Supplemental Services

Item 1 Miscellaneous Work Allowance for additional Data Collection

Basic Services

Task 1 Initial Site Assessment

1.1 Initiate Project/Plan Work

- Review Work Plan to ensure consensus on Project methodology including using risk analysis involving property use, design solution, cost, permitting, funding and other constraints;
- Review Work Plan and schedule for meeting Project objectives and completing the work scope;
- Coordinate with BPDA Plans Room to obtain copies of reference plans for site infrastructure, existing buildings and planned development; gain “desktop” familiarity with all available reference documents and resources;
- Share a mutual understanding of *Climate Ready Boston* and *Coastal Resilience Solutions for East Boston and Charlestown (Phase II)* priorities, recommendations and flood risk, probability analysis and design elevation data;
- Share a mutual understanding performance-based evaluation criteria, goals and objectives for meeting needs in the near, medium and long terms (40 inches of sea level rise);
- Determine stakeholder and abutting property owners engagement priorities;
- Plan initial site investigation tasks and determine the extent of additional existing condition information needed. Reference the Project Resources list in “Supplemental Services, Item 1” for materials available from the BPDA Plans Room.

1.2 Investigate and Assess Site Conditions

- Inspect and document existing conditions, document utility infrastructure and building structures, evaluate capacity to meet future needs; assess probability of future improvement and replacement;
- Assess existing buildings and infrastructure for their construction type, condition and expected life cycle;
- Gather existing geotechnical and environmental subsurface information; review existing geotechnical reports, design documents and flood protection measure documentation for development sites adjunct to the flood entry points;

- Inventory existing and planned transportation and maritime infrastructure; perform coastal engineering analysis of existing shoreline structures and conditions;
- Determine and identify gaps in existing data and information; report these to the Project Manager (as defined in the Draft Contract).
- Identify tenant and owner efforts and plans to address climate change and coastal storm damage.

1.3 Collect Topographic, Storm and Stormwater Drainage Data

- Document topography for landscape characteristics that may affect site design and construction; perform the required land surveying as a Supplemental Service;
- Collect available flood inundation data and modeling as available from Boston Water and Sewer (BWSC).

1.4 Initiate Collection of Property Data

- Obtain all available flood resilience planning information from all identified property owners;
- Obtain as built information about buildings and privately owned infrastructure.

1.5 Initiate Construction of 3-Dimensional Site Model

- Develop an interactive site model
 - The City of Boston can provide a one foot contour Topographic Base Plan for the Consultant's use as basis for this effort;
 - The provided model shall be in an commonly-used industry-standard digital format;
 - The model shall delineate all physical features of the study area including, but not limited to, shoreline structures such as bulkheads, seawalls, riprap bank, roadways, buildings, stormwater drainage features such as outfalls, drainage inlets, building footprints, ground level elevations, levels below grade.

The Site Model shall be used to analyze flood vulnerability throughout this effort to

- Illustrate all flood entry points, pathways, and site drainage relative to time;
- Analyze CRB recommended solutions for the Massachusetts Flood Risk Model (MC-FRM) on the probability storms for severity and annual percentage chance frequencies of 0.2%, 1%, 2%, 10%, for flood dynamics, incorporating high tide data for Boston Harbor for present day, and future projected for 2030, 2050 and 2070;
- Delineate negative flood impacts on critical infrastructure, key building features, the site's flood entry points and drainage patterns and outfalls and illustrate how inundation conditions develop;
- Demonstrate the effects of overtopping and wave action.

Task 1 Deliverables

- A Work Plan with Project schedule;
- Requests for additional resources (shall be provided as Supplemental Services Item 1);
- Initial data collection for site conditions, abutting stakeholders plans;
- Construction of the 3-Dimensional Interactive Base Model;
- Existing conditions report, evaluation of permitting and refinement of Project schedule;
- Topographic, boundary and utility survey data for key project areas.

Task 2 Gather & Synthesize Data

Engage with utilities and abutters to gather data; build dataset to evaluate *Climate Ready Boston's* proposed solutions for determining a preferred district-wide strategy.

2.1 Identify vulnerabilities to utility infrastructure in the public right-of-way

- Underground and above-ground utilities
 - Public (water, sewer, stormwater, electrical, gas, telephone, security)
 - Private (cable communications)

2.2 Identify public/private site access vulnerabilities

- Roadway access
 - Deliveries, roadway, bicycle, pedestrian and alternative modes
- Water transportation and marinas: docking systems, pilings, fenders, utility connections, and access

2.3 Identify key building infrastructure vulnerabilities

- Electrical transformers and main distribution panels located within buildings
- Fire control panels, fire pumps, emergency generators
- Other life safety system features

2.4 Expand Abutter Engagement & Data Collection

- Engage abutting property owners*
 - Share flood resilience strategies;
 - Interpret how abutter's strategies will affect the Study Area;
 - Coordinate with abutters to further develop, refine and improve each's strategies.
- * includes Eversource, DPW and others
- After Site Model is sufficiently developed, engage long-term leaseholders whose facilities are located in vulnerable locations to provide additional floodproofing guidance.

2.5 Further Develop Site Model

- Introduce *Climate Ready Boston's* proposed solutions and any alternatives discussed at this point to the Site Model's interactivity to determine the effect of the *Climate Ready Boston* flood intervention solutions;
- Include any possible flood risk pathways and volumes that could be attributed to outside the site area, patterns of stormwater flow adding to retention on the Site.

Provide feasibility analysis of proposed; include cost effectiveness, site logistics, and time constraints.

Task 2 Deliverables

- Field data verified
- Continued abutter engagement for data and strategy collection
- Long-term lease stakeholder engagement to discuss the BPDA's published Floodproofing Guidance
- *Climate Ready Boston*-recommended solutions modeling and alternatives

Task 3 Establish Conceptual Design / Resilience Design Guidelines

Determine which of the alternatives studies is the most highly-favored. Determine solution(s) for mitigating the remaining flood entry points remaining vulnerable after implementation of mitigation measures by others. Mitigation measure options shall meet the following requirements:

3.1 Explore all alternative strategies & evaluate the effectiveness of flood prevention measures for the advancement of schematic design and for a toolkit of resilience design guidelines.

- Develop guidance for building and infrastructure resilience adaptation and retrofits to ensure building and facilities including docking systems, ramps etc. can adapt to sea-level rise and coastal storms;
- Evaluate flood protection structural and natural, non-structural measures above the high-water mark to meet the 2070 modular design flood elevation (El. 17 NAVD 88) with opportunities to address near-term flooding (2030) and build up to the 2070 DFE;
- Assess flood protection measures based upon Massachusetts Coastal/Boston Harbor - Flood Risk Modeling for the study area;
- Assess flood protection measures compliance with FEMA guidelines, requirements and performance standards for purposes of flood resilience grant funding;
- Develop design strategies that integrate flood protection infrastructure into adjacent rights-of-way and development sites and are designed to be upscale-able with an ability for increasing top of structure elevation in the long term;
- Evaluate interior drainage considerations;

- Evaluate options within the context of the *Coastal Resilience Solutions for East Boston and Charlestown (Phase II)* resilient strategies evaluation criteria;
- Evaluate for opportunities to improve public access to and along the harbor;
- Determine if environmental soil remediation is necessary at proposed construction locations and, if so, determine the soil contamination level(s) to be factored into construction cost estimates.

3.2 Develop a phasing approach for the designs that address near-term and long-term flood risks

All of the strategies and design guidelines should be developed using a phased approach for implementation. A detailed schedule of when strategies should be implemented along the various properties will need to be developed in order to understand benefit cost analysis for each potential phase of implementation.

3.3 Perform Pre-Permitting Feasibility Assessment

Develop a permitting strategy, permitting schedules, design favorability and costs for each additional entry point.

3.4 Develop Benefit Cost Analysis

Develop benefit cost analysis for the preferred alternative(s). Benefit cost analysis will be used as a way to make this Project grant ready for future funding opportunities.

- Each potential phase of work will need its own BCA analysis in order to understand grant readiness requirements for the near and long-term investments in implementation.
- BCA should also be developed to understand any of the needs associated with building level adaptation strategies to help inform public and private landowners of the potential costs.

Task 3 Deliverables

Based on selection of one alternative plan, feasibility analysis for campus-wide flood mitigation schemes for the purpose of determining the basis of further

engineering design, permitting strategies and estimated construction costs, benefit cost analysis, and implementation timeline with a phased approach embedded into all aspects.

Task 4 30% Schematic Design Development

Engage with stakeholders and further develop the favored Conceptual Plan into a finite number of preferred intervention solutions; provide estimated construction costs, benefits, and projected timelines for completion.

4.1 Engage with stakeholders for input on district-wide strategies.

The Consultant will provide technical assistance to review the study area flood vulnerabilities, evaluate waterfront use priorities and feasible flood protection design measures.

Engagement strategies will include:

- Site walks of the study area;
- Individual meetings with stakeholders and a workshop;
- Develop materials for individual engagement meetings and engagements;

4.2 Further Develop Design

- Develop preferred schematic design based upon evaluation criteria, to include grading, connectivity, structural foundations, edge conditions, and bulkhead or shoreline improvements, soils, phasing plan and cost estimates;
- Develop a site preparation plan representing site features to be retained and reused, what requires protection and what should be removed from the site;
- Develop layout and materials plan, including proposed location of flood mitigation measures and alignment with adjacent property elevations and widths;
- Develop a rough grading and drainage plan, including any proposed structures and stormwater infiltration best management practices;
- Develop phasing plan to demonstrate key target dates of construction completion in 2030 and 2070; provide conceptual construction drawings and an outline of key technical specifications in sufficient detail to convey the final plan's intent as the basis for the future preparation of

- construction documents (services will be solicited under a separate contract);
- Perform flood modeling analysis to represent effectiveness of proposed flood protection measures.
 - Develop full schematics for BPDA properties and conceptual designs for the full district scale proposed solution.

Task 4 Deliverables

Refine the Site Model to demonstrate the resulting design solution. Deliver schematic design drawings for all BPDA owned properties / public rights of way/public access easements in the CNY and schematic drawings for tie ins to private property owner interventions as studied in this process. Develop guidance and plans for any private rights of way in the area including building level adaptation measures that are site specific. Continue to deliver all work using a phased approach to ensure implementation planning is clear.

Task 5: Additional Stakeholder Outreach and Engagement

The BPDA and City staff will conduct a stakeholder engagement process with technical assistance from a selected consultant, to study area flood vulnerabilities, waterfront use priorities and feasible flood protection design measures at the flood entry points. Engagement efforts will involve area residents, neighborhood organizations, businesses, non-profits and property owners. All engagement will be conducted in accordance with the City's Language Access and Communications Policy and developed with the BPDA's Language Access Coordinator. Engagement strategies will include:

- Site walks of the study area
- Hosting up to three workshops in the community: (1) To establish existing conditions and share the goals and scope of the project, (2) At the beginning of the design process once several alternative strategies have been identified in order to hear feedback on preferred alternatives and strategies, and (3) after the development of a preferred design in order to refine it with final community input.
- Develop materials for public workshops and engagement with property owners

Task 5 Deliverables

Schematic and preferred development designs that incorporate public input and priorities. Full engagement plan for site walks and community meetings. Presentation material and any other engagement materials such as one pagers or flyers leading up to engagement events.

Task 6: Produce Final Report

Final Report shall summarize the methodology used as basis for design including the extent of site investigation, data collection and sources, abutter and stakeholder collaboration in the process leading to a design that is intended to be further developed to meet City of Boston 2030 and 2070 goals.

- The Final Report shall include key flood risk scenario ‘snapshots’ in the timeline leading up to 2070 as indicated by the site model.
- The Site Model shall be accompanied by a list of assumptions that abutters will fulfill their flood resilience solution goals and if those are not implemented in a timely manner, the Final Report shall indicate the need to update CNY’s solution.

Task 6 Deliverables

Final Report should be all inclusive of the work that was done throughout the year of study in order to create a comprehensive look at the Project. Report outline can be based off of the [Dorchester Resilient Waterfront Project Final Report](#) and include the following appendices in addition to the content in the Executive Summary: Funding Opportunities; Cost Estimate; Construction Schedule; Benefit Cost Analysis; Critical Datums; Coastal Modeling; Permitting Evaluation; Technical Set; Site Survey; Literature Summaries.

Supplemental Services

Supplemental Services require BPDA written approval prior to the Designer proceeding and include the following:

Item 1 – Miscellaneous Work Allowance \$150,000.00

This allowance will include acquisition of additional resources necessary for completion of the work. Possible examples of such resources include the following:

- Bathymetric Survey;
- Hydrologic and hydraulic surveys, including stormwater reports, water depth, currents, wave heights and directions, mean tidal cycle, inundation duration period, and drainage configurations;
- In-water geotechnical survey;
- Environmental contamination issues, both in-water and upland sites (e.g., E designations); Phase I Environmental Site Analysis of publicly controlled sites

03 Procurement Schedule

All Respondents shall thoroughly examine and familiarize themselves with all parts of the RFP and its Exhibits. All proposals must be submitted on forms supplied by the BPDA and shall be subject to all requirements of the RFP, including any Exhibits thereto. All proposals must be regular in every respect and no special conditions shall be made or included by the Respondent.

RFP Schedule

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Pre-Submission Conference (Virtual): All interested respondents are invited to attend a virtual pre-submission conference on **February 27, 2024 at 11:00 A.M.** Interested respondents should register for the pre-submission conference at the following link: <https://www.zoomgov.com/meeting/register/vjlsd-qopzwwEsBTsfD2qzEdGdeRxG4vkOM>

After registering, interested respondents will receive a confirmation email containing information about joining the pre-submission conference session.

Questions on this RFP: Please submit any and all questions by **March 1, 2024** to the BPDA Procurement Office at BPDA.CPO@boston.gov and Delaney Morris at delaney.morris@boston.gov and Vendors will receive copies of all questions and responses by **March 7, 2024**. Answers to vendors' questions will be in the form of an addendum to the RFP.

Addenda: All addenda, including the responses to vendors' questions, shall become part of the RFP and all vendors shall be bound by such addenda, whether or not received by the vendors. The BPDA shall not be responsible for, and no designer may rely upon or use as the basis of a claim against the BPDA, any instruction, information, explanation, clarification, or the like, concerning or relating to the solicitation process rendered in any fashion except as an addendum issued to the RFP.

Response Deadline: All responses to this RFP must be returned no later than **March 19, 2024 at 12:00 P.M. (noon)**. Absolutely no responses will be accepted after the due date and time. Complete submissions, including each separate sealed envelope, should be addressed as follows:

TO: Teresa Polhemus
Secretary
Boston Planning & Development Agency
One City Hall Square, Room 900A/Reception
Boston, MA 02201-1007

A Virtual meeting for the RFP opening will be held on March 19, 2024 at 12:00 noon using the following link:

https://www.zoomgov.com/meeting/register/vjltduquqD0vG7TSyVqjdxcuTZ_Bfos_dDc

Please note the following: **Fee proposals must be submitted under separate sealed envelope that is clearly marked. Absolutely no responses will be accepted after the due date and time.**

Interview

The BPDA plans to hold interviews the week of March 26 - March 28. All respondents who are deemed to have met the Minimum Threshold Requirements and the Quality Requirements set forth in Section 05 of the RFP will be interviewed. Interviews are a component of the evaluation and selection criteria and will be mandatory for any respondents wishing to be considered for the resulting contract award. All interviews will take place in person. One representative from each organization or sub-consultant in the respondent team is required to attend. A remote participation option using video conference technology can be available if necessary.

Additional Requirements

The selected respondent will be expected to sign a Contract, in substantial accord with the Draft Contract attached hereto as **Exhibit I** and to sign the Acknowledgement of Receipt of Draft Contract in **Exhibit J**.

04 Submission Requirements

Written Response Requirements Summary

The Response Requirements consists of two (2) required separate Envelope submissions with an optional third Envelope submission. Please label each envelope clearly.

- Envelope 1: Technical Proposal (without pricing information)
 - One (1) hard copy (printed) of the original Technical Proposal (with ink signature)
 - One (1) hard copy (printed) of the Technical Proposal
 - One (1) USB drive with an electronic copy of the Technical Proposal
- Envelope 2: Fee Proposal (sealed):
 - One (1) hard copy (printed) of the original Fee Proposal
- Envelope 3: Diversity, Equity and Inclusion Plan (Voluntary)

Complete submissions, including each separate sealed envelope, should be clearly labeled and addressed as follows:

FROM: Respondent's name and address

TO: Teresa Polhemus
Secretary
Boston Planning & Development Agency
One City Hall Square, Room 900A/Reception
Boston, MA 02201-1007

RE: Written Response to RFP for Flood Resilience Mitigation Planning,
Feasibility & Design Study for Charlestown Navy Yard

Technical Proposal (Envelope 1) Requirements

The Technical Proposal consists of the following documents and forms:

1. Letter of introduction
2. Resumes of each member of the respondent
3. Plan of Service for carrying out the Scope of Services set forth in Section 03
4. Evidence of availability of insurance
5. Exhibit A. Statement of Respondent Qualifications
6. Exhibit B. Request for Proposal Form

7. Exhibit C. Certificate of Authority or LLC alternative
 - a. If a limited partnership or a limited liability company, the respondent must submit a Certificate of Legal Existence with regard to the limited partnership or a limited liability company issued by the Office of Secretary of State of the Commonwealth of Massachusetts, a Certificate of Good Standing issued by the Department of Revenue of the Commonwealth of Massachusetts, and evidence of limited partnership or limited liability company authority with respect to execution of the contract on behalf of the respondent , must be furnished to the BRA as applicable, prior to the execution of the resulting contract.
8. Exhibit D. Certificate of Compliance with Laws
9. Exhibit E. Statement of Tax Compliance
10. Exhibit F. Non-Discrimination and Affirmative Action Affidavit
11. Exhibit G. Non-Collusion Affidavit
12. Exhibit J. Acknowledgement of Receipt of Draft Contract
13. Exhibit K. Acknowledgment of Applicability of Special Municipal Employee Status
14. One (1) hard copy (printed) copy of the Technical Proposal
15. One (1) USB drive with an electronic copy of the Technical Proposal items (1-13) for Envelope 1

Fee Proposal (Envelope 2) Requirements

1. Completed Fee Proposal Form (**Exhibit H**)
2. Schedule of Fee Proposal (**Exhibit H**)

Voluntary DEI Plan Submission (Envelope 3)

In a separately sealed envelope, respondents may elect to include a narrative setting forth a plan (hereinafter, a "Diversity and Inclusion Plan") illustrating how they are increasing opportunities, including for Commonwealth of Massachusetts-certified or City of Boston Certified Minority and Women-Owned Business Enterprises ("M/WBEs") to participate in the regional economy. Providing a Diversity and Inclusion plan is not required; indeed, the submission of a Diversity and Inclusion plan will have no bearing on the award of contract. Diversity and Inclusion Plans will not be considered or evaluated by the evaluation committee; rather, the BPDA is collecting Diversity and Inclusion Plans for informational purposes only.

05 Minimum Threshold Requirements & Quality Requirements

To be eligible for award of the contract for the Services, respondents must demonstrate that they are responsive and responsible by meeting the Minimum Threshold Requirements and Quality Requirements set forth below. Respondent proposals meeting both the Minimum Threshold Requirements and the Quality Requirements will be evaluated as set forth in Section 06 Comparative Evaluation Criteria.

Minimum Threshold Requirements

The BPDA will conduct a preliminary/initial review to ensure compliance with the following Minimum Threshold Requirements:

- Respondent submitted all required documentation;
- Respondent submitted its proposal on time as indicated in this Section 03 of the RFP; and
- Respondent demonstrates adequate financial resources to ensure ability to complete the Project, demonstrated by submittal of most recent audited financial statements and operating budgets.

Quality Requirements

To meet the Quality Requirements, the Respondent(s) shall be required to have knowledge and experience in the following areas:

- Coastal and civil engineering services;
- Urban design and landscape design services;
- Waterfront and environmental regulations and permitting;
- Site survey and geotechnical services;
- Construction project cost evaluation;
- Coastal climate resiliency planning and related infrastructure and open space design;
- Community and stakeholder engagement and facilitation, including representing and communicating engineering and design concepts to a range of populations;

- Climate impacts and the relation with physical infrastructure, climate adaptation strategies, and coastal flood risk models;
- Boston's climate action and preparedness plans and related city-wide planning initiatives, including Imagine Boston 2030 and Go Boston; and,
- Coastal flood modeling. Specifically knowledge in MC-FRM.

06 Comparative Evaluation Criteria

All respondents determined to have submitted all required documents and met the minimum threshold requirements above shall be evaluated and numerically rated by the BPDA evaluation committee according to the criteria described herein.

For each of the evaluation criterion, a rating of highly advantageous, advantageous, or not advantageous will be assigned to each responsive and responsible respondent:

- *Highly Advantageous* when it has been determined that the respondent demonstrates an exemplary understanding indicating expertise, and fully complies with all of the criteria set forth herein.
- *Advantageous* when it has been determined that the respondent demonstrates a clear understanding and fully complies with a majority of the criteria set forth herein.
- *Not Advantageous* when it has been determined that the respondent does not demonstrate sufficient understanding or is unable to comply with a majority of the criteria set forth herein.

Evaluation Criteria

1. Respondent Team
2. Approach to Process and Management
3. Content

Criteria Rating Description

1. Respondent Team

1A. *Project Manager Qualifications*

a) HIGHLY ADVANTAGEOUS when it has been determined that the Respondent has assigned a highly qualified project manager to this Project with the qualifications and a demonstrated track record of bringing similar projects to fruition.

b) ADVANTAGEOUS when it has been determined that the Respondent has assigned a qualified project manager to this Project with a demonstrated track record of bringing similar projects to fruition.

c) NON-ADVANTAGEOUS when it has been determined that the Respondent has not assigned a project manager to this Project with the qualifications or track record of bringing similar projects to fruition.

1B. Project Team Qualifications and Experience

- a) HIGHLY ADVANTAGEOUS when it has been determined that the Respondent i) demonstrates very strong oral, written, design and engineering skills; ii) has significant experience completing Projects of similar scope and scale with thoughtful and efficient outcomes; iii) Project team is of optimal size, skill and experience; iv) has significant experience working with public sector clients, private property owners, institutions, business owners and community members on design and engineering projects; v) has significant experience producing and developing public realm, coastal flood resilience, maritime infrastructure and civil engineering design projects.
- b) ADVANTAGEOUS when it has been determined that the Respondent i) demonstrates adequate written, design and engineering skills; ii) has sufficient experience completing Projects of similar scope and scale; iii) Project team is of adequate size, skill and experience; iv) has adequate experience working with public sector clients, private property owners, institutions, business owners and community members on design and engineering projects; and v) has adequate experience producing and developing public realm, coastal flood resilience, maritime infrastructure and civil engineering design projects.
- c) NON-ADVANTAGEOUS when it has been determined that the Respondent i) does not demonstrate adequate oral, written, design and engineering skills; ii) lacks significant experience realizing Projects of similar scope and scale; iii) Project team is of insufficient size, skill and experience; iv) lacks experience working with public sector clients, private property owners, institutions, business owners and community members on design and engineering projects; or v) lacks experience producing and developing public realm, coastal flood resilience, maritime infrastructure and civil engineering design projects.

1C. Local Knowledge

- a) HIGHLY ADVANTAGEOUS when the Respondent shows strong familiarity with the City, particularly in terms of land use and waterfront regulatory

requirements, and marine industrial waterfront, public realm, climate change and neighborhood planning history related to the Charlestown area.

- b) ADVANTAGEOUS when the Respondent shows familiarity with the City of Boston, particularly in terms of land use and waterfront regulatory requirements, and marine industrial waterfront, public realm, climate change and neighborhood planning history related to the Central Wharf District area.
- c) NON-ADVANTAGEOUS when the Respondent lacks sufficient familiarity with the City of Boston, particularly in terms of land use and waterfront regulatory requirements, and marine industrial waterfront, public realm, climate change and neighborhood planning history related to the Central Wharf District area.

2. Approach to Process and Management

- a) HIGHLY ADVANTAGEOUS when it has been determined that the proposal outlines a comprehensive, well-conceived, and organized work plan, structure, and staffing plan to meet project goals and milestones outlined in the RFP.
- b) ADVANTAGEOUS when it has been determined that the proposal outlines an organized work plan, structure, and staffing plan to meet project goals and milestones outlined in the RFP.
- c) NON-ADVANTAGEOUS when it has been determined that the proposal outline lacks a conceivable or organized work plan, structure, and staffing plan to meet project goals and milestones outlined in the RFP.

3. Content

- a) HIGHLY ADVANTAGEOUS when it has been determined that the Respondent's approach to the Study includes: i) a clear and comprehensive understanding of the technical questions associated with the Study along with a reasonable, thoughtful, and comprehensive strategy to address those questions; and ii) demonstrates clear understanding, a provides a comprehensive, and effective approach on how it would tackle the key challenges of the Study.

- b) ADVANTAGEOUS when it has been determined that the Respondent's approach to the Study includes: i) an acceptable level of understanding of the technical and/or policy questions associated with the Study along with a reasonable strategy to address those questions; and ii) presents acceptable understanding and provides adequate explanation on how to tackle the key challenges of the Study.

- c) NON-ADVANTAGEOUS when it has been determined that the Respondent's approach to the Study does not include: i) a clear understanding of the technical and/or policy questions associated with the Study, nor does it reflect a reasonable, thoughtful, or comprehensive strategy to address those questions; or ii) fails to demonstrate an understanding, or is unable to show how it would tackle the key challenges of the Study.

07 Rule for Award and Consultant Selection

Immediately following the proposal submission deadline, all proposals will be recorded and the names of Respondents will be read aloud. All proposals will be reviewed to ensure they meet the Minimum Threshold Requirements and Quality Requirements and then will be evaluated based upon the Comparative Evaluation Criteria set forth herein.

Rule for Award

A contract will be awarded, subject to the approval of the BPDA Board, to the responsive and responsible Respondent meeting the Quality Requirements, satisfying the Minimum Threshold Criteria and submitting the most advantageous proposal, taking into consideration the Comparative Evaluation Criteria, and the Fee Proposal.

BPDA Board Approval Procedures and Contract Execution

After the Rule for Award has been applied by the selection committee and a determination has been made concerning the most advantageous proposal, BPDA staff will issue a Notice of Intent to Award ("NIA") to the successful Respondent and provide the final draft contract in the form to be executed. Upon receipt of the NIA, Respondent shall indicate full acceptance with the terms of the draft contract and confirm understanding of its Special Municipal Employee designation. Once these steps, as further set forth in the NIA have been completed, BPDA staff shall submit a memorandum to the BPDA Board requesting authorization for the BPDA Director to enter into a contract with the selected Respondent.

Upon BPDA Board approval, the selected Respondent and the BPDA Director shall enter into a contract. No further changes to the contract shall be accepted after BPDA Board approval. The successful Respondent shall, simultaneous with the execution of the resulting contract, furnish evidence of the required insurance.

Rejection of Proposals and Other Award Procedures

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 minor informality 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 resulting contract between the BPDA and the selected Respondent will be contingent on the availability of funds.
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 submitted proposals shall be retained by the BPDA and become the property of the BPDA. The Respondent 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.
6. The provisions of this RFP are severable and if any provision 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.

Other Requirements

1. Sub-consultants/Sub-contractors

The BPDA reserves the right to request substitute sub-consultants other than those named in the proposal. The final selection of all sub-consultants shall be subject to prior review and written agreement by the BPDA's Authorized Representative. The BPDA reserves the right to amend the sub-consultant selection during the course of the Services at its discretion in consultation with the selected Respondent.

2. Equal Employment Opportunity

Attention of Respondent is particularly called to the law for ensuring that employees and consultants for employment are not discriminated against because of their race, color, religion, sex, sexual orientation or national origin.

3. Massachusetts Public Records Law

Proposals and other documents submitted in connection with this RFP are subject to the Massachusetts Public Records Law. Statements or endorsements contained in response to this RFP that are inconsistent with such law are of no effect.

4. Special Municipal Employee Status (BRA)

In accordance with M.G.L. c. 121B, Section 7, third paragraph, as amended, the selected respondent shall be deemed a “special municipal employee” for purposes of the Commonwealth of Massachusetts Conflict of Interest Law, M.G.L. c. 268A, as amended (the “Conflict of Interest Law”), and is required to abide by such a designation. The selected respondent shall be expected to assemble a team, including sub-Designers, in compliance with the requirements for special municipal employees set forth in the Conflict of Interest Law and will be responsible for informing all employees and sub-Designers of the Conflict of Interest Law.

All respondents shall include a signed **Exhibit K** with their response to this RFP a signed Acknowledgement of Applicability of Special Municipal Employee Status to BPDA Contracts in the form attached hereto. Respondents are encouraged to carefully review the attached “Special Municipal Employees- Explanation of the Conflict of Interest Law” prepared by the State Ethics Commission. The Conflict of Interest Law requires that in certain circumstances special municipal employees file disclosures. If such disclosures are required, they are to be filed with the BPDA prior to execution of the contract with the selected respondent.

All obligations to comply with the Conflict of Interest Law and satisfaction of the requirement herein are the sole responsibility of the selected respondent and not the BPDA. The BPDA shall have no liability for the selected respondent’s failure to meet these requirements.

Name of Respondent: _____

Address: _____

Telephone: _____ Email: _____

FID No.: _____

How many years has your organization been in business as a consultant under your present business?

Have you ever provided services under another name(s)? Yes No

If yes, please indicate prior name(s) and address(es):

Indicate the type of service and the number of years your organization has experience in:

Type of Service	Number of Years

List the principal officers of the organization and experience:

Name	Present Position	Years of Experience (Including present and previous firms)	Anticipated Project Role (if any)

Indicate the project manager you intend to assign to the Services and his/her experience especially relative to this project:

Project Manager Name: _____ Yrs. Exp.: _____

Experience	Discipline/Title/Function	Years	Skills

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? If so, state name of individual, other organization, reason therefore and bonding company:

Has any officer or partner of your organization ever failed to complete a contract handled in their own name? If so, state name of individual, name of organization, reason therefore and bonding company:

List below previous projects/Services contracts (limited to 5) similar in size, dollar threshold, and scope to these Services completed within the last 5 years along with organization's contact or representative:

Contract Amount	Type of Service	When Completed	Location	Name & Telephone of organization or representative

List below all current active projects/Services contracts similar in size, dollar threshold, and scope you currently performing:

Contract Amount	Type of Service	Contract Amount Remaining	Percent Complete	Completion Date	Location	Name & Phone number of organization or representative

Have you ever failed to complete any service awarded to you? Yes No

If so, where and why?

Did you complete your last three contracts per the original contract duration? Yes No

If not, why?

Indicate the bank(s) and associated loan officers your organization does business with:

Bank	Contact	Telephone

Credit Available: _____

In what other lines of business are you financially interested?

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the BPDA? Yes No

I _____, attest/certify that, to the best of my knowledge and my belief the information provided in this Statement of Respondent Qualifications is complete. I further attest/certify that I am authorized to submit this Statement of Respondent Qualifications on behalf of the organization as presented/stated in the Certificate of Authority, herein. I understand the BPDA may request further information to substantiate what is provided herein. I, hereby, authorizes and requests any person, firm or corporation to furnish any information requested by the BPDA in verification of the recitals comprising this Statement of Respondent's Qualifications.

Signed

By:

Title:

Date:

Respondent: _____

To the Boston Redevelopment Authority d/b/a Boston Planning & Development Agency (“BPDA”):

This RFP includes addenda numbered: _____

A. Hours

1. Business Hours: Normal business hours are Monday through Friday, inclusive, 9 AM to 5 PM. Holidays are days observed by the U.S. Post Office (National Holidays).
2. Billable Hours: The BPDA will pay for only those hours spent pursuant to the services outlined in the resulting contract. Thus, the hourly rate that the respondent includes in the respondent’s response to the RFP should include all expenses associated with performing the services, including travel time.

B. The undersigned respondent agrees that, if he or she is selected as respondent, he or she will within five (5) business days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by the BPDA either by mail or delivery, execute in two (2) counterparts the resulting contract with the BPDA in accordance with the terms of this RFP.

C. The undersigned respondent certifies under penalties of perjury that this RFP is in all respects bona fide, fair, and made without collusion or fraud with any other person. As used in this paragraph the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

D. The undersigned respondent represents that this RFP is made without connection of any kind with other respondents for the same work, that the undersigned is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or corporation, that no other person or corporation has any interest in the profits of the contract, that the undersigned has read the contract documents attached hereto and is fully informed in regard to all provisions thereof.

E. The names and addresses of all persons interested in this Proposal, as principals other than the undersigned, are as follows:

F. The respondent is a (an): *(Choose one)*

- Individual Partnership Corporation Joint Venture Trust

1. If respondent is a Partnership, state names and residential addresses of all partners:

2. If respondent is a Corporation, state the following:

Corporation is incorporated in the State of: _____

President is: _____

Treasurer is: _____

Place of business is: _____

(Street, City, State and zip code)

3. If the respondent is a Foreign Corporation, also state the following:

The Power of Attorney was filed on: _____

The Certificate and copy of its Charter, Articles or Certificate of Incorporation were filed on: _____

4. If the respondent is a Joint Venture, state the names and business addresses of each person, firm or company that is party to the venture:

A copy of the joint venture agreement is on file at: _____ and will be delivered to the BPDA on request.

5. If the respondent is a Trust, state the names and residential addresses of all Trustees:

6. The Trust documents are on file at: _____

A copy of the same will be delivered to the BPDA on request.

G. Bank Reference: _____
Name and phone #

H. If the business is conducted under any title other than the real name of the BPDA, state the time when, and place where, the certificate required by General Laws, c. 110, s. 5, was filed:

I. The Federal Social Security Identification Number of the respondent (the number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is: _____

J. RESPONDENT INSURANCE REQUIREMENTS

It is the desire of the BPDA for the selected respondent to possess insurance in the types and limits specified in the Draft Contract (**see Exhibit I**) respondents not possessing the required insurance and/or limits shall attach additional sheets fully describing their coverage. The respondent shall provide draft "Certificates of Insurance" as part of this RFP package and effective "Certificates of Insurance" upon notification of contract award. Said certificates shall name the "Boston Redevelopment Authority" as "An Additional Insured".

Description of Respondent's Proposed Liability Insurance:

Name of Current Insurance Firm	
Address	
Contact	
Phone Number	

Description of Coverage and Limits Provided By Policy:

Policy Period: _____

The undersigned Respondent offers the following information as evidence of their qualifications to perform the services as indicated in the RFP upon and according to all requirements of the Scope of Services:

Have been in business under present business name _____ years.

Ever failed to complete any work awarded. Yes No (if yes, attach descriptive account).

Date: _____ Business Address: _____

Respondent (Company Name): _____ Business Telephone: _____

Email: _____ Cell Phone: _____

By: _____ Have Answering Service? Yes No

(Authorized signature)

NOTE: For the purposes of executing the RFP please note the following:

1. This RFP must bear the written signature of the respondent.
2. If the respondent is an individual doing business under a name other than his own name, the RFP must so state, giving the address of the individual.
3. If the respondent is a partnership, the RFP must so state, setting forth the names and addresses of all partners, and must be signed by a partner designated as such.
4. If the Respondent is a corporation, the proposal must bear the seal of the corporation and must be signed by a duly authorized officer or agent of such corporation.
5. If the price of any item appears to the BPDA to be abnormally high or low, or the respondent neglects to provide a response for each and every item in the RFP, it may be cause for the rejection of the RFP.

RESOURCE ALLOCATION SCHEDULE

Resources Allocation Schedule Breakdown

Respondent / Sub-consultant Function / Discipline Role Name									Total Hours per Task
Task No.	Hours per Person per Task	Total	Hours per Person per Task	Total	Hours per Person per Task	Total	Hours per Person per Task	Total	Total
Task 1									
Subtask									
Subtask									
Other Services									
Task 2									
Subtask									
Subtask									
Other Services									
Task 3									
Subtask									
Subtask									
Other Services									
Task 4									
Subtask									
Subtask									
Other Services									
Task 5									
Subtask									
Subtask									
Other Services									
Total Hours per Person									Total Project Hours

Please note a digital copy of the Resource Allocation Schedule may be downloaded at this link:
<https://bpda.box.com/s/j7nr1p6w70lh12kkbvf9eumhaa6zieren>

CERTIFICATE OF AUTHORITY MEETING OF BOARD OF DIRECTORS _____, 2024

At a meeting of the Directors of Consultant firm duly called and held at _____
on the _____ day of _____, 2024, at which a quorum was present and acting, it was Voted, that
_____ the _____ of the firm is hereby authorized and
empowered to make, enter into, sign, seal, and deliver, in behalf of this firm a contract for **Flood Resilience
Mitigation Planning, Feasibility & Design Study for Charlestown Navy Yard** with the Boston Redevelopment
Authority d/b/a Boston Planning & Development Agency ("BPDA") in connection with such contract.

I do hereby certify that the above is a true and correct copy of the record, that said vote has not been amended or
repealed and is in full force and effect as of this date, and that _____
is the duly elected _____ of this firm.

Attest:

_____ Clerk or Secretary of the firm

(If Corporation, Affix Corporate Seal)

Massachusetts Employment Security Law

Pursuant to M.G.L. c. 151 A, §19A(b), the undersigned hereby certifies under the penalties of perjury the Respondent, with Department of Unemployment Assistance 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 Respondent 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 Respondent:

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 Respondent's Social Security or Federal Identification No. is _____, and that to the best of his/her knowledge and belief, the Respondent has filed all state tax returns and paid all state taxes required by law.

Signed this _____ day of _____, 20____.

BY: _____

Pursuant to Massachusetts Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Bidder's Name

Social Security Number or Federal Identification Number

By _____
Corporate Officer's Name

Corporate Officer's Title

Date

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

The respondent agrees:

1. The respondent 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 respondent shall provide information and reports requested by the Boston Redevelopment 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 respondent's obligations.
3. The respondent 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 respondent'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 respondent shall indemnify and save harmless the Authority from any claims and demands of third persons resulting from the respondent's non-compliance with any provisions hereof.

Signed

By: _____

Title: _____

Date: _____

State of _____

County of _____

_____ being first duly sworn deposes and says that:

1. He/she is (owner, partner, officer, representative, or agent) of _____, the Respondent that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. 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 Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly sought by agreement of 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 d/b/a Boston Planning & Development Agency or any person interested in the proposed Contract; and
5. 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 Proposal 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 _____, 2024

My commission expires: _____ Seal

This Fee Proposal Form must be submitted in a separate sealed envelope labeled in the following manner:

FEE PROPOSAL for Flood Resilience Mitigation Planning, Feasibility & Design Study for CNY

Submitted By:

Name _____

Firm _____

Address _____

Telephone / Fax _____

Email Address _____

Under the conditions set forth by the BPDA, the accompanying Fee Proposal is submitted to assist in the preparation of the **Flood Resilience Mitigation Planning, Feasibility & Design Study for CNY.**

The total Fee Proposal is \$ _____ (in numerals)

SCHEDULE OF FEE PROPOSAL

Fee Schedule Breakdown

Respondent / Sub-consultant Function / Discipline Role Name										Total Fee per Task	
Task No.	Fee per Person per Task	Total	Fee per Person per Task	Total	Fee per Person per Task	Total	Fee per Person per Task	Total	Fee per Person per Task	Total	Total
Task 1											
Subtask											
Subtask											
Other Services											
Task 2											
Subtask											
Subtask											
Other Services											
Task 3											
Subtask											
Subtask											
Other Services											
Task 4											
Subtask											
Subtask											
Other Services											
Task 5											
Subtask											
Subtask											
Other Services											
Total Fee per Person											Total Project Fee

Please note a digital copy of the Schedule of Fee Proposal may be downloaded at this link:
<https://bpda.box.com/s/ft9k9u12x76e0x4303n826yrx5ehk727>

By and Between

BOSTON REDEVELOPMENT AUTHORITY

And

FORM LEGAL NAME HERE

This SERVICES CONTRACT (“Contract”) is entered into as of the _____ day of _____, 2024, by and between the **BOSTON REDEVELOPMENT AUTHORITY**, having its offices at Boston City Hall, One City Hall Square, Boston, MA 02201-1007, doing business as **BOSTON PLANNING & DEVELOPMENT AGENCY** (the “BRA”) and **FIRM LEGAL NAME HERE** (the “Consultant”), a XX corporation, having its offices/principal place of business at XXXXX. The BRA and the Consultant hereinafter sometimes are referred to, individually, as a “Party” and collectively, as “Parties.”

WHEREAS, the BRA is seeking XXXX services related to GENERAL DESCRIPTION OF TYPE SERVICES (project description) located at ADDRESS HERE/LOCATION HERE;

WHEREAS, the BRA issued a Request for Proposals (“RFP”) for XXXXX on XXXXX, 2023;

WHEREAS, the BRA received XXXXXXXX from XXXXXXXX;

WHEREAS, BRA staff determined that XXXXXXXX was the top ranked finalist; and

WHEREAS, on XXXXXXXX, 2024, the BRA Board authorized an engineering services contract with XXXXXXXX for an amount not to exceed XXXXXXXX Dollars and XXXX Cents (\$XXX,XXX.XX) for all services included in the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained therein, and intending to be legally bound, the BRA and the Consultant agree to the following

I. SCOPE OF SERVICES

- A. Description of Services. The Consultant, by and through the Consultant’s staff, shall be responsible for performing the services set forth in Exhibit A attached hereto and incorporated herein as a part hereof (the “Services”).
- B. Changes to Scope of Services. The BRA’s Authorized Representative may, at any time, by written notice, make reasonable and non-substantial changes within the general scope of this Contract in the tasks to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the services under this Contract, an equitable adjustment shall be made in the compensation to be paid under this Contract and this Contract shall be modified in writing accordingly. Any such amendment is subject to the approval of the BRA’s Board and Director.
- C. Performance Standards. The Consultant agrees that the Services provided hereunder shall conform to the professional standards of care and practice customarily expected of like firms engaged in performing comparable work, 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.

- D. Deliverables. The Consultant, by and through its staff and approved sub-Consultant(s), shall be responsible for completing the tasks and deliverables set forth in conjunction with the Services as shown in Exhibit A.

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:

1. For the Services performed, either by the Consultant or sub-Consultants, in execution of the Services described in **Exhibit A**, the Consultant shall be paid an amount not to exceed **XXX Thousand, XXX Dollars and XXX Cents (\$ XX,XXX.XX)** (the "Maximum Amount") in accordance with the pricing set forth in the Consultant's proposal attached hereto as **Exhibit B** and incorporated as a part hereof. This Maximum Amount includes all fees, overhead, general administrative costs, profit and applicable taxes or governmental charges, if any, for all Consultant and/or sub-Consultant(s) charges arising under this Contract and all other approved reimbursable expenses. The Consultant shall be paid not more than once a month upon the BRA's approval of the Consultant's monthly statements submitted in accordance with Section II.B. The amount paid each month shall equal the sum of (i) the product of the number of hours worked by the Consultant and its staff in connection with the performance of services under this Contract during the prior month and the hourly rate of services set forth in Exhibit B, attached hereto and incorporated as a part hereof, plus (ii) the amount of expenses incurred by the Consultant and its staff during the prior month and approved by the BRA as a reimbursable expense. The BRA shall make payment to the Consultant for hours worked only, with payment to be made from the BRA to the Consultant upon receipt and approval by the BRA of the Consultant's invoice for services performed.
2. Statement. Upon acceptance of the deliverables specified in this Contract, the Consultant shall submit to the BRA a statement for all services rendered, tasks completed, and any reimbursable expenses incurred. The Consultant's statement shall be in such detail as the BRA 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.

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

III. TIME OF PERFORMANCE

The Consultant shall perform each task required to be performed by it promptly and within the time designated therefore by the BRA. The Consultant acknowledges that time is of the essence in performing the services hereunder. Said tasks shall be completed in accordance with the schedule in **Exhibit A**, which may be updated or modified by approval of the BRA. The start date shall reflect the date at which the contract is executed.

IV. TERM

The term of this Contract for these services shall commence upon execution of the Contract and conclude (XXXX) from issuance of the Notice to Proceed, unless sooner terminated by the BRA in accordance with this Contract; provided, however, that the BRA may, at its election and in its own discretion, extend the term of this Contract for additional ninety (90) day periods, as determined necessary by the BRA.

V. INSURANCE AND INDEMNIFICATION

A. Insurance. The Consultant shall purchase and maintain, at his/her expense, all insurance as noted below and as required by applicable Massachusetts law, including but not limited to G.L. c. 152 and G.L. c. 146.

At a minimum, the Consultant shall carry the following:

1. Workmen Compensation and Employers Liability Insurance in the Statutory Limits;
2. With minimum Comprehensive General Liability Limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall include the following:

Public Liability (Bodily Injury and Property Damage)

Prior to execution of this Contract, the Consultant shall provide insurance certificates naming the Boston Redevelopment Authority as an "additional insured"; and

3. Comprehensive Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000).

The Consultant shall cause all sub-Consultants under this Contract to carry similar insurance coverage as well as other insurance coverage as the BRA may from time to time reasonably direct. Evidence of such insurance coverage shall be provided to the BRA. The Consultant is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its or its sub-Consultant's failure to obtain or maintain insurance in sufficient amounts, duration, or types. By requiring such insurance, the BRA shall not be deemed or construed to have assessed the risk that may be applicable to the Consultant or sub-Consultants under this Contract. The insurance requirements herein for this Contract in no way limit the indemnity covenants contained in the Contract.

Thirty (30) days prior to the expiration date of any type of Insurance, the Consultant shall furnish a new certificate of insurance to the BRA at One City Hall Square, 9th Floor, Boston, MA 02201.

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

VI. TERMINATION

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

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

VII. SUB-CONSULTANTS

In furtherance of this Contract, the BRA and the Consultant recognize that sub-Consultant(s) may be necessary to conduct specific tasks with regard to elements of the Services to be performed under this Contract. The Consultant agrees to contract directly with any such sub-Consultants in accordance with the terms and conditions of this Contract. The final selection of all sub-Consultant(s) shall be subject to prior review and written approval by the BRA's Authorized Representative and/or the BRA's Director. The Consultant shall manage and coordinate the Services as they relate to any and all sub-Consultant(s), and shall be responsible for overall management, coordination and information integration of the Services.

VIII. 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 BRA and shall be delivered to the BRA's custody upon completion of the work or upon request in writing by the BRA's Director, and in any event no later than sixty (60) days after the expiration or earlier termination of this Contract unless such time limit shall be extended in writing by the BRA's Director. Any reports, plans or drawings, that will be part of the final submission, are to become the property of the BRA, and shall be of the size and quality established by the BRA. Except as required for the discharge of its duties to the BRA under this Contract, no reports, plans, sketches, drawings, or other renderings or documents shall be released or disclosed by the Consultant to any other person without the prior written approval of the BRA's Director. Such documents are not intended or represented to be suitable for reuse by the BRA or others on extensions of the project or on any other project. Any such reuse or modification without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at the BRA's sole risk and without liability or legal exposure to Consultant.
- B. BRA's Authorized Representative. The STAFF MEMBER or his/her designee (with such designation to be set forth in a written notice from the STAFF MEMBER to the Consultant) is hereby designated as the "authorized representative" of the BRA.
- C. Key Personnel. The Consultant acknowledges that the BRA is entering into this Contract specifically to obtain

the services and expertise to be provided by (XXXX). In the event that any of the persons named above are no longer principals of or otherwise employed by the Consultant, the BRA shall have the right to terminate this Contract and enter into such other agreements as may be necessary to procure the necessary services required.

- D. Independent Contractor. The Consultant is engaged under this Contract as an independent contractor and not as an agent or employee of the BRA.
- E. Non-Discrimination and Affirmative Action/Compliance with Laws. The Consultant shall abide by and conform with the non-discrimination and affirmative action provisions set forth in **Exhibit X**, 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 X**, attached hereto and incorporated as a part hereof.
- F. No Waiver. Any failure by the BRA 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 BRA'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 BRA for all damages incurred by the BRA as a result of the Consultant's failure to perform in conformance with the terms and conditions of this Contract.
- G. Remedies. The rights and remedies of the BRA provided for under this Contract are in addition to any other rights or remedies provided by law. The BRA may assert a right to recover damages by any appropriate means, including but not limited to setoff, suit, withholding, recoupment, or counter-claim either during or after performance of this Contract.
- H. Limited Liability of Boston Redevelopment Authority. Except as provided in Section I.B of this Contract, in no event shall the total liability of the BRA in connection with this Contract exceed the Maximum Amount provided for under Section II hereof. In no event shall the BRA be liable to the Consultant for damages for loss resulting from causes beyond the reasonable control of the BRA and in no event shall the BRA 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 BRA shall be charged personally or held contractually liable by or to the Consultant under any term or provision of this Contract or because of any breach thereof.
- J. No Employment of BRA or EDIC Personnel. During the term of this Contract, the Consultant shall not employ on either a full-time or part-time basis, any person so long as such person shall be employed by the Economic Development and Industrial Corporation of Boston or the Boston Redevelopment Authority.
- K. Special Municipal Employee. In accordance with M.G.L. Chapter 121B, §7, third paragraph, as amended, for purposes of the State Conflict of Interest Law (M.G.L. Chapter 268A, as amended), the Consultant shall be deemed to be a "special municipal employee."
- L. Assignment. This Contract, any duties hereunder, or interest herein may not be assigned or delegated by the Consultant without the prior written approval of the BRA's Director. It is acknowledged and agreed that the Consultant's services under this Contract are personal services and may not be assumed by or assigned by a trustee in bankruptcy.
- M. Governing Law. This Contract shall be governed by and construed under the laws of the State 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. Entire Agreement. This Contract sets forth the entire understanding between the parties as to the subject matter hereof and supersedes all prior and collateral agreements and representations.
- P. Amendment. This Contract may not be amended or modified except by a writing signed by both parties.
- Q. Captions. The captions are for convenience and reference only, and shall not be used to interpret, clarify, limit or amend the contents or meaning of this Contract or any provision hereof.

IN WITNESS WHEREOF, this Contract is hereby executed by the BRA and the Consultant in two (2) counterparts as of the day and year first written above.

BOSTON REDEVELOPMENT AUTHORITY

**D/B/A BOSTON PLANNING &
DEVELOPMENT AGENCY**

BY: _____
James Arthur Jemison II,
Director

DATE: _____

FIRM NAME

BY: _____

TITLE _____

DATE: _____

APPROVED AS TO FORM

By: _____
Lisa Herrington, *General Counsel*



Exhibit J. Acknowledgement of Receipt of Draft Contract

I hereby acknowledge that I have received and reviewed the **Draft Contract – Exhibit I**. The BPDA expects the **Draft Contract – Exhibit I** to be accepted as-is by the Consultant. I understand that any requested modifications to the **Draft Contract – Exhibit I** must be submitted with the proposal response. I understand that all modifications to the **Draft Contract – Exhibit I** must be agreed to by the BPDA prior to BPDA Board authorization and submittal of proposed modifications does not constitute acceptance by the BPDA. If selected to perform the Services described herein, the Consultant will be expected to abide by the terms of the final Contract executed between the BPDA and the Consultant. If you have any questions or require any additional information, please feel free to reach out to the Procurement Office at BPDA.CPO@boston.gov.

Signed

By: _____

Title: _____

Date: _____



Exhibit K. Acknowledgment of Applicability of Special Municipal Employee Status for Boston Redevelopment Authority (“BRA”) Contracts

I, _____,
(Individual Completing Form)

_____ at _____,
(Position) (Respondent)

hereby acknowledge that I received a copy “Special Municipal Employees-Explanation of the Conflict of Interest Law” (revised October 2017). Further, I acknowledge that in certain circumstances Special Municipal Employees are required to file Disclosure Forms under the Massachusetts Conflict of Interest Law, which can be found at <https://www.mass.gov/service-details/municipal-employee-disclosure-forms>. If any Disclosure Forms are required of the respondent, they shall be signed and submitted to the BRA prior to contract execution.

Signature of Respondent

Date

**Boston Redevelopment Authority (“BRA”) d/b/a Boston Planning &
Development Agency (“BPDA”)**

**“Flood Resilience Mitigation Planning, Feasibility & Design Study for
Charlestown Navy Yard”
RFP**

Boston Planning & Development Agency
One City Hall Square, Room 910
Boston, MA 02201-1007

ADDENDUM NO. 1 dated March 7, 2024

This addendum modifies, revises, amends, and supplements designated parts of the **“Flood Resilience Mitigation Planning, Feasibility & Design Study for Charlestown Navy Yard”** RFP issued on **February 19, 2024** and is hereby made a part thereof by reference and shall be as binding as though inserted in its entirety in the locations designated hereunder.

Wherever portions of any addendum are in conflict with a previous addendum, the addendum bearing the latest date shall govern. It shall be the responsibility of each consultant to notify all sub-consultants of any changes or modifications contained in this addendum. No claim for additional compensation due to the lack of knowledge of the contents of this addendum will be considered. Consultant(s) are hereby notified they must acknowledge this addendum as part of the IFB submission requirements.

General

Item 1: The **RFP deadline** has been extended to **Tuesday, April 2nd at 12:00pm**. A Virtual meeting for the RFP opening will be held on April 2nd, 2024 at 12:00 noon using the following link (*note this is the same link as written in the RFP on page 23, only the date has changed*):

https://www.zoomgov.com/meeting/register/vJltdumuqD0vG7TSyVqjdxcuTZ_Bfos_d Dc

Interviews will now occur the **week of April 8th - 12th, 2024**.

Item 2: Please also note, in addition to the noted Quality Requirements on page 27 and 28 of the RFP, respondents will also be required to have knowledge and experience in “building level adaptation.”

Item 3: Plan Holders of Record please note the following Questions were received by the 5:00pm deadline on March 1, 2024 and the following Answers are provided:

Administrative Questions

Q1: During the pre-submission conference, the project was identified as “Flood Resilience Mitigation Planning, Feasibility & Design Study for Charlestown Navy Yard & *Little Mystic Channel* [emphasis added]” in the PowerPoint presentation. Is this the project name that should be used in proposals, or should the project name included on the RFP be used (which excludes reference to Little Mystic Channel)?

A1: *Resilience Mitigation Planning, Feasibility & Design Study for Charlestown Navy Yard & Little Mystic Channel* is the full project name that should be included in the proposals, though given the discrepancy between the RFP documents and the PowerPoint presentation we will not be faulting any respondents if they use the RFP language.

Q2: Under Supplemental Services, is the miscellaneous work allowance of \$150,000 included in the \$1,000,000 project budget or in addition?

A2: The \$150,000 should be included within the \$1,000,000 project budget.

Q3: Text appears to be missing in the first sentence on page 16 of the RFP. Please confirm/clarify.

A3: The following text referenced in Q3 above can be omitted from this section of Task 2, “Provide feasibility analysis of proposed; include cost effectiveness, site logistics, and time constraints.”

Q4: Please confirm if the Fee Proposal should be submitted as a hard copy or electronic copy, or both.

A4: Hard copy in a separate sealed envelope.

Q5: Will BPDA consider modifying clause VIII.H of the Draft Contract to match the language used by BPDA's Draft Contract for the recent Long Wharf and Raymond L. Flynn Marine Park projects (copied below for reference)? *"Limited Liability. Except as provided in Section I.B of this Contract, in no event shall the total liability of the BPDA or the Consultant in connection with this Contract exceed the Maximum Amount provided for under Section II hereof. In no event shall the BPDA or the Consultant be liable under this Contract for damages for loss resulting from causes beyond the reasonable control of the Parties. In no event shall the Parties be liable for incidental, special or consequential damages, including loss of anticipated revenues or profits, whatever the cause."*

A5: If the selected vendor wishes to revisit this question upon award, we can bring this request to our attorneys for review when drafting the contract.

Q6: Do all forms that require signatures for the original technical proposal need to be signed with an ink signature?

A6: Yes, ink signatures or electronic would work as well.

Q7: Could we add an appendix to show additional project experience?

A7: Yes.

Q8: Are all subconsultants, including those who may not have major roles, required to be present for the interview?

A8: The review committee will be evaluating the full team that is applying for the project, therefore questions may be posed about all aspects of the project. It is up to the consultants to determine who is present for the interview, but it should be understood that all questions must be able to be answered during the interview.

Q9: Can we add sub-consultant projects to form A? Or do these need to be only Prime Consultant projects?

A9: Form A is intended for prime consultant projects. However, you choose to add supplemental information regarding sub consultant experience, that is acceptable.

Q10: Can we add more rows and show more than five projects for current active projects (page 38 of the RFP)?

A10: Yes.

Scope of Work Questions

Q1: Will project meetings with BPDA and other project partners be virtual or in person?

A1: Project meetings will be virtual for the majority of the project. However, some in-person meetings will occur throughout the process that will be determined as a team. For example, a kickoff meeting may be conducted in-person in order to facilitate relationship building amongst project team members early on. Additionally, stakeholder meetings with property owners could occur on-site.

Q2: Is the 3D Site Model intended to be dynamic or used for static visualizations?

A2: The 3D Site Model will be used for dynamic and static visualizations to be determined during the project.

Q3: Locations of Coastal Resilience Strategies indicated in CRS Report are located along the southern and western sides of the Little Mystic Channel only. Can BPDA elaborate on the location and extent of anticipated improvements on the north side of the Little Mystic Channel that are expected to be explored as part of this project?

A3: The BPDA owns the parking lot / boat ramp parcel on the north side of the channel where work is ongoing. This area has been included in the project site area in order to study any near term improvements that may be needed that will not preclude future resilience improvements.

Q4: Are any Massport properties on the north side of the Little Mystic Channel included in the study area?

A4: No, but they will be engaged as an abutter to the study.

Q5: Can BPDA elaborate on any anticipated modifications to the bridge from Chelsea St to Terminal Street that may be included as part of this project?

A5: Modifications to the bridge itself are not anticipated, but the area under the bridge on the south side will be studied as a part of this project.

Q6: The CRS report notes that the preferred coastal resilience strategy *"includes extending the southern and eastern edges of the Channel outward into the water as part of a new elevated park with integrated coastal flood protection"* which would *"provide opportunities to introduce ecological restoration projects, such as constructed wetlands"* but also noted this strategy *"is challenging to permit under today's regulations and could require updates to existing regulations."* Can BPDA elaborate on any anticipated extension of the edges of the Channel outward into the water as part of the current project?

A6: The project will deliver an implementation plan for the near and long term future of the Navy Yard and Little Mystic Channel. The alternatives analysis will include a variety of solutions for the various time horizons, but schematic design will only be advanced for currently permissible solutions in this phase of the project. The CRS report will be used as a basis for alternative solutions but it will not be the only set of solutions studied.

Q7: Does the inspection of the current waterfront structures fall within the scope? If it does, will BPDA provide the existing inspection reports before the proposals are due to be submitted so that we can assess the extent of the necessary inspections?

A7: We will not be including any existing conditions reports before proposals are due. Inspecting current waterfront structures does fall within the scope of the project. Any information we have on this throughout the study area will be shared with the winning bid.

Q8: Should the Boston Autoport/Wind Technology Testing Center be included in the Phase 2 study area or will this be part of a separate study? The flood pathways into these areas from the Little Mystic River to the south may also be impacted by flooding from the Mystic River on the north side.

A8: No, this is not being included within this study area.

Q9: Is it expected that the design team should be conducting topographic surveys and geotechnical/environmental studies of the entire study area? Given the study areas are quite large and extend along a large length of shoreline, we expect this could require a significant portion of the project budget. If required, can BPDA confirm that these services are a Supplemental requirement?

A9: Some level of topographic surveys and geotech/env studies of the area may be needed. Priority areas for this information within the project area will be on the near-term flood paths and areas where this data does not already exist.

Q10: Is there a minimum number of study alternatives that should be considered in Task 3 before identifying a district-wide strategy to proceed with schematic design?

A10: No minimum has been set.

Q11: For this large of a study area and the budget provided, it will likely be challenging to reach 30% design level and the design development products listed, particularly if Task 3 does not quickly come to consensus around a singular preferred schematic design (across all areas). If multiple iterations and alternatives need to be explored further in Task 3, would BPDA's preference be to forego Task 4 and expand the scope of Task 3, modify Task 4 (e.g., focus solely on BPDA-owned properties, achieve a lower target level of design detail (i.e. 10-15% design)), or other --- such as issue a continuation phase of the project?

A11: We will not be providing guidance on a change of scope at this point. The outlined tasks should be considered set and as the project progresses the project manager and project director will be able to field questions like this with the selected consultant.

Q12: Can BPDA estimate specific quantities with respect to: "Deliver schematic design drawings for all BPDA owned properties / public rights of way/ public access easements in the CNY and schematic drawings for tie ins to private property owner interventions as studied in this process" (pg. 19)?

A12: Specific quantities cannot be estimated at this time as it is an iterative process.

Q13: Given the references to the Massachusetts Coastal Flood Risk Model training, what is the extent of additional (new) flood modeling scope expected if any (per pg. 19)?

A13: The *Coastal Resilience Solutions for East Boston and Charlestown Phase II* report which includes this study area utilized BH-FRM data and MC-FRM data that was available. This study is looking to ensure we are using the most up to date information for the flood pathways in the area given that the report was published prior to MC-FRM being published by the State.

Engagement Questions

Q1: Will the public workshops identified in Task 5 be virtual or in person?

A1: This will be determined by the project team at a later point. We will be following the guidance of our Community Engagement team on best practices.

Q2: Are the community meetings referenced in the Task 5 Deliverables the same as the three community workshops identified in the Task 5 description, or in addition to the workshops?

A2: Yes, though as noted this is the additional community engagement (site walks and 3 public workshops). There will be engagement with individual groups and entities throughout the rest of the tasks.

Q3: Should the consultant's team include interpreters for engagement initiatives and/or translation services, or will these services be provided by BPDA if necessary in accordance with the City's Language Access and Communications Policy?

A3: Translation and interpretation services will be provided by the BPDA, noting that the consultant will likely have to input translated copy back into original presentations and other files.

Q4: Should the consultant include translation services to meet the requirements of the City's Language Access and Communications Policy or will this be conducted by the BPDA?

A4: As noted in question 3 above, the BPDA will be providing language services for the project.

Q5: As it spans across RFP Tasks 2.4, 4.1, and 5, will BPDA clarify expectations with respect to the level of desired stakeholder engagement? (I.e., anticipated number of stakeholder and/or workshops or focus group meetings, number of site walks)

A5: At this time we do not have an exact number of meetings that will be needed for the engagement beyond the site walk and 3 public workshops. Stakeholder engagement may be done during (or in place of) regularly scheduled biweekly check-ins as well in order to maximize efficiency.

Q6: Are there specific expectations for the workshops --- are these to be conducted in person, or virtually?

A6: As noted in question 1, the venue for the public workshops is yet to be determined.

Tim Mathis
Interim Director of Finance/Chief Procurement Officer
END OF ADDENDUM

**Boston Redevelopment Authority (“BRA”) d/b/a Boston Planning &
Development Agency (“BPDA”)**

**“Flood Resilience Mitigation Planning, Feasibility & Design Study for
Charlestown Navy Yard”
RFP**

Boston Planning & Development Agency
One City Hall Square, Room 910
Boston, MA 02201-1007

ADDENDUM NO. 2 dated March 13, 2024

This addendum modifies, revises, amends, and supplements designated parts of the **“Flood Resilience Mitigation Planning, Feasibility & Design Study for Charlestown Navy Yard”** RFP issued on **February 19, 2024** and is hereby made a part thereof by reference and shall be as binding as though inserted in its entirety in the locations designated hereunder.

Wherever portions of any addendum are in conflict with a previous addendum, the addendum bearing the latest date shall govern. It shall be the responsibility of each consultant to notify all sub-consultants of any changes or modifications contained in this addendum. No claim for additional compensation due to the lack of knowledge of the contents of this addendum will be considered. Consultant(s) are hereby notified they must acknowledge this addendum as part of the IFB submission requirements.

General

Item 1: The MC-FRM training that was issued by the State does NOT have a certificate associated with the program. We will be working on a system of trust that all of your team has taken the training and your understanding of the content will need to be demonstrated during the interview process.

Tim Mathis
Interim Director of Finance/Chief Procurement Officer
END OF ADDENDUM