

Complete Streets Program
Tier 2 – Request for Technical Assistance

1. Municipality requests funding under Tier 2 – Request for Technical Assistance capped at \$50K for the development of a Prioritization Plan.
 - a. Municipality must have adopted a Complete Streets Policy and had it scored at 80 or above by MassDOT, OR
 - b. Municipality must submit letter of intent in which they agree to pass a policy within that fiscal year or before filing for Tier 3 funding. Sample letter will be available for download.
2. MassDOT will require a Scope of Work and estimate for prior to developing the Agreement.
 - a. Scope will be available for download as it will be standard for all municipalities. The format for the development of a prioritization plan will be established by MassDOT.
 - b. Estimate from consultant must include the HED 640 forms as well as having had a current FAR audit and approval by the A&E Board.
3. MassDOT then reviews internally the scope and estimate prior to moving forward with the contract development.
4. MassDOT gets a Contract number through PINFO.
5. MassDOT begins to create the agreement
 - a. A boilerplate agreement will be developed and used (See attached)
 - b. Fiscal documents are generated to include:
 - i. 681 – Budget Forms
 - ii. CT Forms – Accounting Forms
 - c. A PARS number is requested
 - d. A budget is created
 - e. A consultant overhead rate is requested and received

Duration: up to 2 Weeks
6. Agreement is sent to municipality with Standard Contract Form.
 - a. Standard Contract form is filled out by municipality and returned with three (3) copies with “wet” signatures.
 - b. Signature Authorization Form is also sent out to be completed by municipality.
7. Authorization form and signed contract forms are returned to MassDOT.

Duration: up to 2 Weeks
8. MassDOT put package together to include:
 - a. Standard Contract Form
 - b. Authorization Form
 - c. Fiscal documents
 - d. Scope of Work
 - e. Budget
 - f. Standard Provisions Attachment I - Division I
 - g. Award Memo
9. Agreement package is sent to:
 - a. Budget
 - b. To be executed by MassDOT’s Authorized Signatory
10. Fiscal receives contract and all fiscal documents
 - a. Information is entered in MMARS which places the money into the accounting system
 - b. Approval remains “in-house” as the dollar total has been capped at \$50K for TA and \$400K for construction.
11. Contract and Records receives all documents and issues Notice to Proceed (NTP)
12. Reimbursements are managed through our District State Aid Engineers using the same format for reimbursement under Chapter 90.

Duration: up to 4 Weeks

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Agreement Number: _____

Executed Date: _____, 201__

Municipality:

Project:

This Agreement made and entered into by and between the MASSACHUSETTS DEPARTMENT OF TRANSPORTATION (hereinafter called MASSDOT) and the CITY/TOWN OF _____ (hereinafter called the MUNICIPALITY), and

WHEREAS, the MUNICIPALITY has procured the services of the consulting firm of _____ (hereinafter called the DESIGN ENGINEER) to provide Technical Assistance for the development of the Tier 2 Prioritization Plan (hereinafter called the PLAN) in accordance with the Complete Streets Program, and

WHEREAS, MASSDOT has prequalified the DESIGN ENGINEER to perform the required Work through its Architects & Engineers Review Board (A&E Board), see "Exhibit C", and whereas all design firms used by the MUNICIPALITY must have current Federal Acquisition Regulations (FAR) audit on file with Audit Operations, and

WHEREAS, the PROJECT is to be financed by funds provided by the MassDOT's Highway Operating funds in accordance with appropriation _____, and WHEREAS funding will be distributed through MassDOT Chapter 90 program.

NOW THEREFORE, in consideration of the premises and mutually dependent covenants herein contained, it is hereby agreed between the parties hereto as follows:

DIVISION OF WORK

The MUNICIPALITY shall provide by its own DESIGN ENGINEER, who shall develop the Complete Streets Prioritization Plan in accordance with the attached Scope of Work, labeled "Attachment A".

Any and all approvals made by MASSDOT during for the approval of the said Plan shall not relieve the MUNICIPALITY's responsibility for design errors and omissions as specified under this agreement.

In addition, all work shall be done in accordance with the policies of MASSDOT. The DESIGN ENGINEER's contract with the MUNICIPALITY shall adhere to MASSDOT's Standard Provisions, dated May 2013, as applicable and noted within the body of this agreement as "Attachment I".

DIVISION OF EXPENSE

The COMMONWEALTH will reimburse the MUNICIPALITY of total cost of \$ _____ in accordance with the Manhour Estimate, labeled "Attachment K" where the estimate shall not exceed \$50,000.00. This maximum obligation

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was negotiated between representatives of MASSDOT and the MUNICIPALITY. All costs incurred shall be approved by MASSDOT prior to reimbursement by the COMMONWEALTH. Any costs in and above this amount shall be borne by the MUNICIPALITY.

For all services to be performed under this Agreement, the MUNICIPALITY shall be compensated in accordance with the costs plus a net fee payment method. The maximum amounts to be paid under this Agreement are indicated in “Attachment B”.

Extra work, change orders, additional items that may arise as a result of any errors, omissions, or at the request of the MUNICIPALITY shall be considered non-participating costs and shall be borne by the MUNICIPALITY.

The MASSDOT Audit Operations has performed a prequalification audit on the DESIGN ENGINEER in accordance with 23 CFR, part 172. See “EXHIBIT E”. As a result, the overhead billing rate shall be limited to a maximum of 155.0%. The said overhead rate on allowable indirect costs shall apply notwithstanding, any audit which indicates that higher indirect costs were actually incurred.

The following provisions shall supersede the relative paragraphs of the Standard Provisions (“Attachment I”):

- In no event shall the maximum amount to be reimbursed to the MUNICIPALITY under this Agreement exceed the maximum payment figures indicated in “Attachment B”, final audit results notwithstanding, except by agreement of all parties.

MASSDOT’s current policy to limit the hourly rate for engineering and technical employees is a maximum of \$72.00 per hour. The salaries are capped at the current rates listed within this agreement and cannot be exceeded without the approval of MASSDOT. If community chooses to use an MPO or RPA for the development of the Prioritization Plan, salary schedules, direct labor and overhead rates shall not be capped.

No CADD machine time charges for computerized drafting or design shall be allowed under Direct Expenses. No markup will be allowed on Direct Expenses.

Direct Expenses in excess of the stated limit or amended limit, as well as any costs which are directly attributable to this Contract that are not pre-approved in writing as Direct Expenses, shall be considered to be unallocated costs and shall not be charged to overhead.

Reimbursable Direct Expenses for private mileage, meals, and lodging shall conform to the following limits:

1. Private Mileage – In accordance with present company policy and the Federal Travel Regulations, but limited to a maximum of \$57.5 cents per mile. Necessary tolls and parking fees will be considered included under said mileage limit.
2. Meals – In accordance with present company policy, and the Federal Travel Regulations, but limited to breakfast \$5.00 maximum, lunch \$10.00 maximum, and dinner \$20.00 maximum, except that the cost of meals related to trips made in the course of a normal work day shall not be reimbursed.
3. Lodging – Actual costs in accordance with present company policy, and the Federal Travel Regulations, but not to exceed \$125.00 per day, only when the work performed is greater than 50 miles from the

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Consultant's office or sub-consultant's office, and only when overnight lodging is required. All reimbursable expenses are to be accompanied by a receipt.

The Administration costs incurred by the MUNICIPALITY for the said PLAN are not eligible for reimbursement.

It is understood that rates and cost components used in the estimate are not intended for use as reimbursable billing rates or costs in lieu of actual costs supported by the MUNICIPALITY's accounting records.

The total of payments made shall be adjusted to conform to a final audit. The total audited amount shall not exceed the maximum fee. Interim audits may be undertaken at any time. Costs will be determined in accordance with Federal Acquisition Regulations (FAR).

METHOD OF PAYMENT TO THE MUNICIPALITY

Section 1. During the course of the PLAN, the MUNICIPALITY may present monthly progress bills of the incurred costs for approval and payment by MASSDOT.

Section 2. Upon the completion of the PLAN to the satisfaction of MASSDOT and the MUNICIPALITY, written notification shall be given to the District Highway Director of MASSDOT by the MUNICIPALITY that said Work has been completed and, within 120 days thereof, the MUNICIPALITY will submit to MASSDOT a final detailed bill (in quintuplicate, as required by the Federal Highway Administration), and final settlement will then be made between the MASSDOT and the MUNICIPALITY. In addition to the final detailed bill, the MUNICIPALITY may forward to MASSDOT all calculations, plans, and environmental documents and other data necessary to complete the PLAN. This information may be submitted in an electronic format compatible with MASSDOT's needs.

Section 3. All reimbursable charges in connection with this Agreement will be subject to audit by representatives of MASSDOT, and the MUNICIPALITY will retain all records and documents pertaining to the Agreement charges until such audit is completed or until written approval to destroy the records is given by MASSDOT.

The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times and upon reasonable notice to examine the books, records and other complications of data of the MUNICIPALITY which pertain to the performance of the provisions and requirements of this Agreement.

MISCELLANEOUS

This Agreement shall not be considered fully executed, and Work shall not commence until MASSDOT signs this Agreement and the MUNICIPALITY has received an official Notice to Proceed (NTP) from MASSDOT.

Section 8.08 Submittals – Electronic Files

This Section of the Standard Provisions is modified by adding the following:

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The Consultant is required to provide accessible electronic deliverables. For purposes of this provision “accessible” shall be construed to mean accessible and usable by people with disabilities, including use with assistive technologies. For the purposes of this provision, the term “electronic deliverables” includes, but is not limited to any or all of the following: pamphlets, presentations, specifications, cost estimates, studies, reports, web pages and applications.

Deliverables, or components thereof, such as plans, drawings, schedules, field notes, measurements or calculations that cannot reasonably be made accessible will be exempt from these requirements, subject to review and approval by MASSDOT. Compliance with the following standards (“Accessibility Standards”) is required to ensure accessibility of electronic deliverables:

Web Content Accessibility Guidelines (WCAG) 2.0 Level AA -- <http://www.w3.org/TR/WCAG20/>

and when applicable:

Enterprise IT Accessibility Standards -- <http://www.mass.gov/anf/research-and-tech/policies-legal-and-technical-guidance/it-policies-standards-and-procedures/ent-pols-and-stnds/accessibility-standards/enterprise-it-accessibility-standards.html>

Prior to delivery, the Consultant is responsible for confirming deliverable compliance with the Accessible Electronic Deliverable Requirements (refer to the Guidelines that follow). The Consultant shall be responsible for curing each instance of non-compliance identified by MASSDOT with the foregoing accessibility requirements at no additional cost.

Guidelines for Creation of Accessible Electronic Deliverables

Web accessibility means that people with disabilities can perceive, understand, navigate, and interact with the Web. It encompasses all disabilities that affect access to the Web, including visual, auditory, physical, speech, cognitive, and neurological disabilities along with changing abilities due to aging or other conditions.

A document is considered accessible if all users, with or without disabilities, can read and understand all the information it contains. Every user should be able to:

- Understand the document’s structure,
- Navigate to and within sections of the document,
- Read and understand the document’s contents, including narrative, images, and data tables, and
- Interact with forms.

Minimum Requirements

Authors should employ the following techniques, at a minimum, to create accessible documents:

- Provide text alternatives for images

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- All images and figures require alternative text that serves as a replacement for the image. A person unable to see the image should be able to understand the content and meaning for its use from this text.
- Alternative text should be no longer than 50 characters; if a longer description is required it should be in the document text. Do not use images of text.
- Ensure correct reading order
 - Ensure that content is formatted in the correct order on the page so that it reads correctly and does not jump around the page when using Assistive Technology (AT).
 - Avoid using tables for layout and avoid the use of call-out boxes for unique information.
- Provide headings
 - Use heading levels to indicate the document outline levels (e.g., h1 followed by h2, h2 followed by h2 or h3, etc.) this allows Assistive Technology (AT) to scan the page.
- Provide links and link text
 - Make sure that hyperlinked text makes sense when read out of context. For example, avoid "click here" and use the name of a document/Website or other indication of where you are taking the reader.
 - Use footnotes instead of using the URL as the link text when you need it to appear in print.
- Set the default language
 - Every document should have a language set in the document properties section.
- Lists
 - Create lists of related items using the provided list elements (bullets or numbers) and formatting in the software program. These elements will be recognized by AT.
- Tables
 - Use the provided functionality in the software program to create tables, providing a title/caption and identifying row and column headers, so the content can be read correctly.
- Color and contrast
 - Color should not be used as the sole indication of meaning, such as using bold or red text as the only way to indicate required information. (An asterisk is always used in this case.)
 - Ensure that font and background colors have sufficient contrast so they can be read.

In addition, scanned documents converted to PDF are not accessible. Scanned documents should be converted to text using optical character recognition technology.

PDF use on websites is addressed by [23 different Techniques for Web Content Accessibility](http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html)

(<http://www.w3.org/WAI/GL/WCAG20-TECHS/pdf.html>) provided as guidance to achieve meeting the standards.

EXPIRATION DATE

This Agreement is set to expire on _____. In the event that the MUNICIPALITY believes an extension of time is necessary, the MUNICIPALITY agrees to submit to MASSDOT a written request for an extension no later than 60 days prior to the termination date specified on the attached signature page. MASSDOT, in its absolute discretion, may agree to grant said request for an extension of time if it finds that sufficient justification has been provided by the MUNICIPALITY.

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The request will need to address the current expiration date, the proposed expiration date and any other information deemed necessary. An extension for this agreement after this date will not be granted and will be terminated.