

TOWN OF ACTON



REQUEST FOR PROPOSALS

ROUTE 27 (MAIN STREET) AND HAYWARD ROAD

INTERSECTION STUDY

The Town of Acton, Massachusetts, through its Engineering Department, is hereby requesting proposals for professional traffic planning and preliminary design services. These services are to be performed by a qualified traffic planning and engineering firm (The Consultant) to identify suitable and effective improvements at this intersection that will enhance the operation of this intersection and minimize the potential impacts on the nearby residential neighborhoods and on other intersections along Route 27 from the intersection with Route 2 to the intersection of Brook Street.

Proposals are invited in accordance with the provisions of Massachusetts General Law Ch. 30B.

Procedures under this invitation require a separate and confidential submission of a price proposal and a separate submission of a technical proposal.

This RFP may be obtained in the office of the Town Manager, Town Hall, 472 Main Street, Acton, MA 01720, 978-264-9628

Project # 8/29/07 - 873

RFP Released: August 8, 2007

Pre-submittal Conference, August 14, 2007 9:00 AM, Room 204, Town Hall, 472 Main Street, Acton, MA

Proposals Due: August 29, 2007 4:00 PM, Town Managers Office, Town Hall, 472 Main Street, Acton, MA 01720

The contract will be awarded on or about September 7, 2007 but no later than September 14, 2007.

John Murray
Temporary Town Manager
August 5, 2007

I. Introduction and Background

1. Context and Study Area

Acton is located approximately 25 miles west of Boston along Route 2 between Route 128 and interstate 495. Route 27 (Main Street) bisects Acton in a northeast to southwest direction. Route 27 in this area carries approximately 20,000 vehicles per day. A recently completed Public Safety Facility is located within 300 feet of the Hayward Road Intersection. Hayward Road is a local collector street. In addition to a large residential population, Hayward Road services the Regional High School and a Manufacturing Facility with significant truck traffic.

2. Project Oversight

The Town Manager and his designated representatives will act as the Project Oversight Committee for the study (the Committee)

II. PROJECT OBJECTIVES

The Town commissioned a study of this intersection in 1997 and again as part of the Route 27 Corridor Study completed in 2001. These studies have recommended modifications to the intersection geometry and signalization of this intersection. The 2006 Annual Town Meeting voted funds to update and expand on the above studies, with respect to the Main/Hayward intersection, to determine more precisely the impact of signalization (or other changes) on the nearby roads, intersections and neighborhoods. It is anticipated that the Acton Board of Selectmen at the conclusion of the study and receipt of public input will recommend to the next Town Meeting to:

Fund the final design and construction of the most favorable option

Or

Select the option to make no changes

III. SCOPE OF SERVICES

1. OVERVIEW

The services to be performed by the consultant shall include, but not necessarily be limited to those outlined in the scope of services.

A. The Consultant shall complete the specified tasks within the time periods specified below.

B. The project will be completed by November 14, 2007.

C. The Consultants shall use the Tasks listed below as a guideline when formulating their proposals. However consultants are encouraged to propose appropriate changes which in their professional opinion would better achieve the specific project objectives and enable them to deliver a superior product.

D. The Consultant will submit 8 copies all plans reports etc. and also submit in electronic format suitable for transmittal via email and posting on the Town's Web Site.

E. All written products must be easily understandable to the lay reader and must contain explanations of all technical terms and abbreviations.

F. The consultant will report monthly to the Committee

2. TASKS AND WORK SCHEDULE

Task 1. Review the existing studies

The 1997 Intersection Study, the Town's Master Plan (1991 and 1998 update) and the 2001 Route 27 Corridor Study may be viewed in the Acton Engineering Department.

In addition there are various plans of the intersection and nearby area on file in the Engineering Department.

Task 2. Hold public meeting to obtain input from citizens.

This initial public meeting will be held on September 18, 2007. The Consultant will record the concerns and ideas of the public and answer questions concerning the study scope and methods. This should include but not be limited to the method of traffic data/count collection including the statistical confidence limits of this data as it applies to this study. Included in the Appendix of this RFP is a list of questions submitted by a neighborhood group. This is included to inform the Consultants of concerns that may need to be addressed in the Public Meeting.

Task 3. Prepare list of possible options (including no build option)

The Consultant's list of possible options shall give due consideration to suggestions made at the public meeting. The Consultant shall provide a preliminary cost estimate of the options being considered.

Task 4. Update previous traffic counts, accident history and take counts/accident history in additional locations

The Town of Acton anticipates that the Consultant will conduct traffic counts during September, when schools are in session with a full schedule of extracurricular activities. Turning counts shall include morning and afternoon peak counts plus counts during the busy school release time (2:30 PM +/-)

Counts of each intersection within the study area shall be conducted at the same times and dates to assure consistency of the data. The appendix to this RFP includes a map of the roads and intersections for which data should be collected. Details of the proposed data collection proposed by the consultant shall be fully described in the proposal.

Accident data shall be collected for all the intersections in the study area. Where appropriate, it shall be collected to extend the time line of the 2001 Corridor Study.

Task 5. Consider changes in the area since previous studies
(i.e. Public Safety Facility)

The completion of the Public Safety Facility is a major change in the study area. The Consultant's proposals shall consider this facility and the impact of each option on this facility. Mitigation measures, if warranted, shall be proposed. Sources of possible funding for this work should be identified.

Task 6. Explore the impact of each option (including no build option) on the surrounding neighborhood and nearby roads and intersections.

The nearby neighborhood, roads and intersections have been identified on the map provided in the appendix to this RFP. The impacts to be considered for each option in this area include: blocking of nearby intersections caused by changes at Hayward/Main, increase/decrease in cut-through traffic, changes in vehicle speed, impact on accident rates, plus impacts raised at the public meeting that can be professionally addressed by a Traffic Planning and Engineering Consultant.

Task 7. Hold Public Information meeting to review the options considered.

It is anticipated that this meeting will be on October 24, 2007.

Task 8. Prepare final report with recommendations and present to the Committee

The Final Report shall be submitted on November 14, 2007. The final report shall include, but not be limited to all data and analysis associated with tasks 1 through 7 above and tasks 1 through 3 of the Add Alternate 1 scope of services, if awarded. The Consultant shall fully detail the options considered, including the no build option, with the advantages and disadvantages for each. Within the parameters of the Traffic Planning Profession, the Consultant shall provide a cost/benefit analysis for the options considered.

ADD ALTERNATE NO. 1

This alternate scope of service will expand the data collection and analysis of the study. The 2001 Route 27 Corridor Study identified several intersections along Route 27, from the Route 2 ramps to Brook Street that are in need of possible improvements. A map identifying this area is included in the appendix. The objective of this alternate is to determine the impact that the various options being considered for the Hayward/Main intersection will have on other intersections. The intersections are:

Route 2 off ramps (two locations)
Taylor Road
Newtown Road/Concord Road
Nagog Hill Road
Brook Street

The Consultants shall use the tasks listed below when formulating their proposal. However, Consultants are encouraged to propose appropriate changes which, in their professional opinion, would better achieve the project objectives and enable them to deliver a superior product.

Task 1. Traffic count data shall be collected at each of above intersections at the same time and dates as the data collected in Task 4 of the primary scope of services above. The objective is to have a coordinated baseline of traffic counts throughout the study area.

Task 2. Accident data shall be collected at the above intersections. Where appropriate, the data shall be collected to extend the time line of the 2001 Corridor Study

Task 3. Analyze the impacts that the various options being considered for Hayward/Main intersection will have on the operation of the intersections listed above. The analysis shall include but not necessarily be limited to such items as length of queuing lines on the intersecting Streets, wait time and the increase/decrease in cut through traffic, impact on accident rates, etc.

V. PROPOSAL SUBMISSION REQUIREMENTS

Submission of a technical and a price proposal is required. The price proposal must be sealed and submitted separately from the technical proposal.

1. Technical Proposal

Eight copies of the technical proposal must be submitted in a sealed envelope clearly marked:

PROPOSAL ENVELOPE A - TECHNICAL PROPOSAL, HAYWARD AND MAIN STREET INTERSECTION STUDY

CONSULTANT NAME: _____.

The technical proposal must contain the following information:

A. Cover Letter

A cover letter introducing the Consultant (firm) and the proposed Consultant team, and identifying the project manager and the name, title, address and telephone number of the person with authority to negotiate and contractually commit to all services.

B. Table of Contents

C. Statement of Project Understanding and Approach

A statement, not exceeding 2 pages, that describes the Consultant's understanding of and approach to the technical aspects of the study and the various goals that must be addressed.

D. Scope of Services

- a. A scope of services essentially following the Scope of Services and Work Schedule outlined in this RFP, amended or expanded as deemed appropriate by the Consultant.

A separate scope of services shall be provided for the Add Alternate 1 outlined in this RFP, amended or expanded as deemed appropriate by the Consultant.

- b. A schedule of hours, which the Consultant expects to spend and commit to the various project numbered tasks for both the primary scope of services and separately for the Add Alternate 1 numbered tasks, broken down by project team member.

E. Project Team

Provide the names and the specific educational background, qualifications, and expertise of all professional members of the Consultant's and sub-consultant's (if any) project team who will actually perform the work related to some or all of the project tasks. Identify the person who will be the project manager with ultimate responsibility for the work.

F. Relevant Experience and Prior Performance

Provide details of relevant experience and prior performance of all the members of the Consultant team, including the sub-consultant's team members, if any. This must include:

- a. A statement outlining the relevant experience of members of the Consultant team in working successfully on matters and projects of similar complexity, addressing all required areas of expertise as evident from the Scope of Services in this RFP, including traffic and circulation planning and engineering, planning for small downtown and business district improvements, planning and engineering of bicycle and pedestrian facilities, and graphic representation.
- b. Sample materials (text and plans preferably not to exceed 10 pages) produced by the Consultant for one or more previous clients used in the final project or plan document of a project with similar complexity and range of tasks and issues as outlined in this RFP. This material should have been produced by the Consultant team member(s) who would be principally in charge of the project.
- c. A description of the substantive nature of comparable contracts recently completed by members of the Consultant team, including the party contracted with.

G. References

Provide a complete list of all projects undertaken by the project team (the proposed project manager and the Consultant's and sub-consultant's principal team members) within the last 5 years that had a contract amount of \$30,000.00 or more. For each project, submit a brief description, the Consultant's responsibilities, the Consultant's project manager, the level of compensation under the contract, the fate of the Consultant's work (adoption or rejection by client), and the name, title and telephone number of a reference person who can evaluate and judge the Consultant's performance. Indicate the relationship between the reference persons listed and the relevant professional work of the Consultant team members.

H. Competing Commitments

Consultants shall discuss the means by which adequate and timely attention to this project will be assured, and identify other current or pending contracts of the Consultant firm(s) in which project team members will be or may be involved, and which might compete for time and attention of the proposed Consultant team members.

I. Certificates

Signed certificates of non-collusion and tax compliance in the form attached to this RFP.

2. Price Proposal

One copy of the price proposal is required for submission. The price proposal must be submitted separately from the technical proposal, sealed in an envelope marked:

PROPOSAL ENVELOPE B - PRICE PROPOSAL, HAYWARD AND MAIN STREET
INTERSECTION STUDY
CONSULTANT NAME _____.

The price proposal must contain:

- A. The fee for the entirety of all services proposed in the technical proposal, including but not limited to travel, meetings, telephone, postage, and reproduction.
- B. A breakdown of the professional service fees by each Task listed in the main scope of services and separately for the Add Alternate 1 scope of services.
- C. The hourly rates to be charged by the Consultant for services performed by each team member.

VI. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on August 14, 2007. The conference will begin at 9:00 AM in Room 204 of the Acton Town Hall, 472 Main Street, Acton, MA 01720. No questions concerning this RFP or the project will be answered outside of this conference.

VII. PROPOSAL SUBMISSION DEADLINE

Proposals are due no later than 4:00 P.M., August 29, 2007, at the office of Town Manager, Acton Town Hall, 472 Main Street, Acton, MA 01720. Proposals sent by facsimile or email will not be accepted.

VIII. EVALUATION AND SELECTION CRITERIA

1. Minimum Evaluation Criteria

- A. Proposals must include all documentation specified under 'Proposal Submission Requirements' and meet the proposal submission deadline above.
- B. The proposed scope of services and work schedule must, in terms of effort, services, products and time frames, be nearly equivalent (but not necessarily identical) to, or exceed, the Scope of Services and Work Schedule outlined in this RFP.
- C. The proposed project manager must have at a minimum either 1) a master's degree in planning or engineering plus 5 or more years of professional experience in the field of traffic planning and design, or 2) if no master's degree, the project manager must be a member of the American Institute of Certified Planners (AICP) or a Massachusetts Registered Professional Engineer and have 10 or more years of professional experience in the field of traffic planning and design.
- D. The proposed project team shall have a member who is a Massachusetts Registered Professional Engineer with 10 or more years of professional experience in the field of traffic planning and design, and a Mass Highway approved consultant.

2. Comparative Evaluation Criteria

All proposals, which meet the minimum evaluation criteria, will be further evaluated on the basis of the following comparative criteria:

- A. The statement of project understanding and approach will be considered "advantageous" if it shows a thorough understanding of the technical aspects of the study, of the Town's study goals and objectives, and of the public participation process.

The statement of project understanding and approach will be considered "highly advantageous" if it shows a thorough understanding of the technical aspects of the study, of the Town's study goals and objectives, and of the public participation process, and if it outlines a reasonable and realistic approach to solving the problems at the intersection and to reconciling the concerns of the neighborhood.

The statement of project understanding and approach will be considered "not advantageous" if it appears to lack a thorough understanding of the technical aspects of the study, of the Town's study goals and objectives, or of the public participation process.

- B. The proposed scope of services as set forth in this RFP will be considered "advantageous", if it indicates that the report will include all of the elements listed and described under Scope of Services. including the Add Alternate I Scope of Services

The proposed scope of services forth in this RFP will be considered "highly advantageous", if in addition to the above it indicates that the Consultant will employ computerized traffic modeling tools so as to allow with relative ease the analysis of different scenarios as may be explored in under Task 6 in the Main Scope of Service and Task 2 in the Add Alternate 1 scope of services.

The proposed scope of services as set forth in this RFP will be considered "not advantageous", if it does not include all of the elements listed and described under Scope of Services including the Add Alternate I Scope of Services.

- C. Availability of the project team to fully attend to the project as needed, to be available for meetings with the Committee as set forth in this RFP, and to be responsive to the reasonable requests and direction of the Committee and the Town Engineer will be deemed "advantageous".

Substantial direct and hands-on involvement of the Consultant firm's principal (not including the sub-consultant's principal) in this project will be considered "highly advantageous".

Less than full commitment to the project because of lack of staff resources, competing contracts, or other reasons will be deemed "not advantageous".

- D. General successful experience of the project team (the proposed project manager and the Consultant's and sub-consultant's principal team members) with similarly complex transportation planning projects will be considered "advantageous". For the purpose of this paragraph, 'successful experience' shall mean formal approval or acceptance for further implementation by the client of the Consultant's work, recommendation, plan or other product (for instance, as evident by town meeting or city council adoption; by evidence of policy, program or construction implementation; or acceptance and incorporation into a plan adopted by a Planning Board, chief executive officer, or board of directors) in at least half of such projects undertaken by the project team within the last 5 years.

General successful experience of the project team (the proposed project manager and the Consultant's and sub-consultant's principal team members) as required for a rating of "advantageous" in this category, plus specific successful experience with traffic control measures including but not limited to traffic signal coordination along major highways will be considered "highly advantageous". 'Successful experience' for a rating of "highly advantageous" shall mean formal approval or acceptance by a municipal client of the Consultant's work, recommendation, plan or other product (as

defined above) for traffic control measures in at least one project undertaken by the project team within the last 5 years.

No experience with such projects, or unsuccessful experience, will be considered "not advantageous".

- E. Experience of the project team (the proposed project manager and the Consultant's and sub-consultant's principal team members) will be considered "advantageous", if projects undertaken by the project team within the last 5 years included substantial work for Mass Highway or substantial work that required Mass Highway design and project approval, and if 50-75% of these projects have received Mass Highway approval, have been cleared for construction by Mass Highway or have proceeded toward construction with the approval of Mass Highway. Substantial as used in this paragraph shall mean a total of 5 or more unrelated projects and a total value of work contracts by the project team in excess of \$500,000.00.

Experience of the project team that exceeds the performance with Mass Highway as required for a rating of "advantageous" will be considered "highly advantageous":

Experience of the project team that fails in the performance with Mass Highway as required for a rating of "advantageous", or no experience with Mass Highway will be considered "not advantageous".

- F. At least five projects will be randomly chosen from the complete list of all projects undertaken by the project team (the proposed project manager and the Consultant's and sub-consultant's principal team members) within the last 5 years which had a contract amount of \$30,000.00 or more (the complete list is a proposal submission requirement), and checked for references. Relative to the chosen projects, the Town reserves the right to contact persons in addition to those shown as reference persons in the Consultant proposal.

Overall satisfaction with the Consultant and with the detailed services and products delivered by the Consultant expressed by all references checked will be considered "highly advantageous".

Overall satisfaction with the Consultant and with the detailed services and products delivered by the Consultant expressed by at least 2/3 of the references checked will be considered "advantageous".

Overall satisfaction with the Consultant and with the detailed services and products delivered by the Consultant expressed by less than 2/3 of the references checked will be considered "not advantageous".

- G. Sample materials from previous similar projects that are clear and understandable to the lay reader will be considered "advantageous".

Sample materials from previous projects that are clear and understandable to the lay reader and excel with respect to format, organization, graphic presentation, writing style, and clarity in the presentation of contents and concepts, will be considered "highly advantageous".

Sample materials from previous projects that are not clear and understandable to the lay reader will be considered "not advantageous".

3. Selection Process

Technical proposals will be reviewed and evaluated without knowledge of the price proposals by a committee appointed by the Town Manager. Proposals will be evaluated based on the evaluation and selection criteria set forth herein. The committee will

assign a composite rating to each proposal. There will be no interviews, except that the Town reserves the right for the committee to interview two or more Consultants who are equally most qualified, following the review of their proposals based on the evaluation and selection criteria set forth herein. In that event, interviews will be scheduled as soon as possible. The Consultant who, in the opinion of the committee, presents his/her project approach in the most logical, clear and understandable manner during the interview will be rated "highly advantageous". All other Consultants that are interviewed will be rated "advantageous" or "not advantageous". The committee will assign a composite rating to each Consultant interview. The committee will report its evaluation results to the Town Manager or his designee along with recommended changes in the proposal's plan of services (proposed date of completion of tasks and sub-tasks), should the contract be awarded. The Town Manager or his designee will select the Consultant and award the contract based on the "most advantageous" proposal after taking into consideration the evaluation of the technical proposals made by the committee together with a consideration of price.

IX. GENERAL PROVISIONS

1. Correspondence Prior or During Proposal Submission Period

- A. Any information released by the Town either verbally or in writing prior to the issuance of this RFP shall be deemed preliminary and bind neither the Town nor the Consultant.
- B. The Town will not accept oral supplements, revisions, or changes to the responses to this RFP. Written supplements, revisions or changes will be accepted before the proposal deadline only.
- C. The Town Engineer will be the Town's project coordinator. All inquiries and communication concerning this RFP must be made in writing to Bruce M. Stamski, Town Engineer, 472 Main Street, Acton MA 01720, or if made orally, must be made at the pre-submittal conference. The Town will respond to all inquiries at the pre-submittal conference or in a memorandum following said conference, which will be mailed to all conference participants as evident from the conference participant sign-in sheet.
- D. Consultants must respond in writing to all follow-up questions by the Town concerning their proposal.

2. Contract Award

- A. It is the Town's goal to have a Consultant selected and contract awarded by September 7, 2007, although some minor delay may occur.
- B. The Town intends to award the contract only to one prime Consultant, generally referred to herein as 'the Consultant'. The Consultant shall be solely responsible for any separate contractual agreements with its sub-consultant(s), if any are proposed and agreed to in the contract between the Town and the Consultant.
- C. Consultants must agree to honor price quotes until September 14, 2007 inclusive.
- D. Award of the contract by the Town will be conditioned upon successful negotiation of revisions to the plan of services as identified during the Consultant proposal evaluation process.
- E. Award of the contract is in the sole discretion of the Acton Town Manager or his designee.

- F. Award of the contract for Add Alternate1 is in the sole discretion of the Acton Town Manager or his designee.
- G. The Town reserves the right at any time to accept any proposal in whole or in any part, and to reject any or all proposals.

3 Performance of Services

Under the contract awarded, the Consultant shall agree to the following:

- A. All services of the Consultant shall be performed by qualified personnel. The Consultant shall perform its services in accordance with the highest professional standards of skill, care, and diligence.
- B. The services of each individual team member proposed by the Consultant and accepted by the Town to work on the project shall be required for the entire duration of his/her assignment, unless that individual team member becomes unavailable to the Consultant only for unforeseen circumstances such as the individual's disability, termination of employment by the employee of the underlying employment relationship with the Consultant, military service or death.
- C. Unless clearly stated in the Consultant proposal and incorporated into the contract, none of the services to be provided by the Consultant pursuant to the contract shall be subcontracted or delegated to any other organization, association, individual, corporation, partnership or other such entity without the prior written consent of the Town.
- D. The Consultant and its personnel shall perform at least 50 percent of all the work under the contract, measured either in value of services rendered or in Consultant time spent on such services.
- E. No member of the project team, including sub-consultants, shall be replaced without the written consent of the Town.
- F. The Town may require the Consultant to relieve any of the Consultant's personnel and sub-consultants from any further work under the contract if in its sole opinion the individual or sub-consultant does not perform at the applicable skill level, as described in the RFP and the Consultant's proposal; the individual does not deliver work which conforms to the performance standards stated in the RFP and the Consultants proposal; or personality conflicts with Town personnel hinder effective progress on the work of the project or assignment for which the individual is responsible.
- G. No subcontract or delegation shall relieve or discharge the Consultant from any obligation or liability under the contract except as specifically set forth in the instrument of consent. The Consultant shall be as fully responsible to the Town for the acts and omissions of its sub-consultants and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly or indirectly employed by it.
- H. Without limiting the foregoing, the Town shall have the right to require the Consultant to cease providing services immediately upon written notice.

4. Time

Under the contract awarded, the Consultant agrees to adhere to the time requirements and schedules included in the contract; to perform its services as expeditiously as is consistent with the standard of professional skill and care required hereby; and to

perform its services in coordination with the operations of the Town on this project and with any party engaged by the Town in connection with the project. Also, it shall be the obligation of the Consultant to request any information necessary to be provided by the Town for the performance of the Consultant's services.

5. Consultant's Compensation

Under the contract awarded, the Consultant's compensation shall be made according to the following provisions.

- A. The maximum fee for all Consultant and sub-consultant services and expenses shall not exceed the final agreed upon fee. The maximum Consultant fee shall be all-inclusive. In no event shall the Town be liable for additional charges such as interest, penalties, attorney's fees, or any other expenses incurred by the Consultant such as travel, telephone, or duplication expenses.
- B. The Consultant shall submit invoices for services rendered following the completion of full project tasks. The Consultant's invoice shall include a description of services performed under the task or tasks in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges. The Consultant shall keep records pertaining to services performed employing sound bookkeeping practices and in accordance with generally accepted accounting principles.
- C. Payments to the Consultant will be made as expeditiously as possible upon the completion of full project tasks to the satisfaction to the Town.
- D. Payments under the contract will be made only to the Consultant. The Consultant shall be responsible for the compensation of any of its sub-consultants.
- E. The Consultant shall not be compensated for any services not included in the contract scope of work, such as additional work that should have been anticipated by the Consultant in the preparation of its proposal, as reasonably determined by the Town Manager, or any services made necessary by the fault or negligence of the Consultant or any of its sub-consultants.
- F. The Town of Acton shall not incur any charges associated with proposal preparation, nor will it be obligated to enter into any contract or agreement solely on the basis of this RFP.

6. Reports, Drawings, etc.

Under the contract awarded, the Consultant proposal, and all Consultant reports, drawings, plans and other data and material, including data and material stored on electronic media, furnished to the Town during the course of the project (collectively "Materials") shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Consultant. The Consultant shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Consultant release or disclose to any third party any Materials furnished to the Consultant by the Town in connection with the performance of the Consultant's services.

7. Insurance

- A. Under the contract awarded, the Consultant will be required to certify compliance with Massachusetts Statutes which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of the statutes, prior to commencement of any work under the contract and throughout the contract period.
- B. Under the contract awarded, the Consultant will be required to maintain at its own expense and shall file with the Town certificates evidencing Professional Liability Insurance, Comprehensive General Liability, Comprehensive Automobile Liability and Property Damage Insurance in the amounts of not less than \$1,000,000.00 for each occurrence and in the aggregate protecting the Town, its boards, committees, subcommittees, commissions and other affiliated entities, and its officers, employees and agents from claims for damages which may arise from the operations of and under the contract. Such insurance shall be issued by an insurance company or companies admitted to conduct business in Massachusetts or a non-admitted company or companies on the Massachusetts Insurance Commissioner's approved list, shall name the Town of Acton as an additionally insured, and shall provide that such insurance shall be non-cancelable and non-amendable without at least 30 days prior written notice to the Town and shall be primary to any insurance maintained by the Town.

8. Indemnification

To the maximum extent permitted by law, the Consultant shall, by execution of a contract with the Town, agree to indemnify, defend with counsel acceptable to the Town and hold harmless the Town from all suits, actions, claims, demands, injuries, damages, liabilities, losses, expenses and costs, including attorney's fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by the Consultant, its agents, servants, employees or sub-consultants. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by the contract and shall survive the termination of the contract.

9. Compliance with Law and Regulations

Under the contract awarded, it is the Consultant's responsibility that the project be conducted, and that all services and other work performed by the Consultant under the contract be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, and by-laws. In particular, without limitation, the Consultant must agree to comply with all regulations pertaining to approvals for state grants.

10. Termination of Contract

- A. Under the contract awarded, the Town may terminate the contract as follows:
 - a. without cause, on ten days' prior written notice to the Consultant; or
 - b. immediately, by written notice to the Consultant, if the Consultant violates any of the provisions of the contract, or fails to perform or observe any of the terms,

covenants or conditions of the contract, or abandons in whole or in part its services, or becomes unable to perform its services, under the contract.

- B. For purposes of this section, it is acknowledged that the Consultant's services under the contract are personal services and may not be assumed by or assigned by a trustee in bankruptcy.
- C. In the event of termination, the Consultant shall promptly deliver to the Town all Materials, including all documents, work papers, drafts, studies, calculations, data, drawings, plans, specifications, and other tangible work product or materials, whether on paper or on electronic media, pertaining to the services performed under the contract to the time of termination, and thereupon the Town shall pay to the Consultant any unpaid and undisputed balance owing for services rendered prior to the date of termination. Any termination of the contract shall not affect or impair the right of the Town to recover damages occasioned by any default of the Consultant or to set off such damages against amounts otherwise owed to the Consultant.

11. Equal Employment Opportunity

In connection with the performance of work under the contract awarded, the Consultant shall not discriminate against any employee, sub-consultant or applicant for employment because of race, color, religion, creed, national origin, ancestry, gender, sexual orientation, age or handicap. The Consultant shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (MCAD), One Ashburton Place, Boston, MA 02108, Tel. (617) 727-3990, setting forth the provisions of the Fair Employment Practices Law of the Commonwealth. The Consultant shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity, and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

12. Certifications by Consultant

By execution of a contract with the Town, the Consultant certifies:

- A. The Consultant has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract.
- B. No sub-consultant to the Consultant has given, offered or agreed to give any gift, contribution or offer of employment to the Consultant or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the sub-consultant of a contract by the Consultant.
- C. No person, corporation or other entity, other than a bona fide full time employee of the Consultant, has been retained or hired by the Consultant to solicit for or in any way assist the Consultant in obtaining the contract upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Consultant.
- D. The Consultant will comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

13. Taxes

By execution of a contract with the Town, the Consultant, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed the contract on the Consultant's behalf, filed all state tax returns and paid all state and local taxes required under law.

14. Conflict of Interest

By execution of a contract with the Town, the Consultant acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Consultant based on said statute.

15. Miscellaneous Contract Provisions

The contract awarded will contain the following miscellaneous provisions.

- A. Successors and Assigns: Subject to the following paragraph below, the Town and the Consultant each bind itself, its partners, successors, assigns, and legal representative to the other party.
- B. Assignment by Consultant: The Consultant shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any moneys due) under the contract without written consent of the Town. Any assignment, subletting, or transfer by the Consultant in violation of this paragraph shall be void and without force and effect.
- C. Entire Contract: The contract between the Town and the Consultant shall represent the entire and integrated agreement between the Town and the Consultant with respect to the services to be performed and products to be delivered under the contract, and shall supersede all prior negotiations, representations or agreements, either written or oral. This Request for Proposals and the Consultant proposal may be incorporated into the contract either in whole or by reference. The contract may be amended only by written instrument signed by both the Town and the Consultant.
- D. Confidentiality: The Consultant shall not, without the Town's prior written consent, release or disclose any information relating to the project to anyone except as necessary to perform its duties hereunder.
- E. Certifications: The Consultant shall, from time to time, make such certifications and statements to the Town as the Town shall reasonably request, and in such form as the Town shall reasonably request, provided that the Consultant determines that such certifications are true and correct based upon services performed by the Consultant under the contract.
- F. Additional Services: If the Town requests the Consultant to perform additional services beyond the contract scope of services, the Consultant shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.
- G. Amendments: During the project, the Town may elect to revise the contract scope of services, or change emphasis or direction, depending on interim findings and events. Any changes will be made only by written mutual agreement between the Town and the Consultant. The contract shall be amended accordingly.

- H. Disputes: All claims, disputes and other matters in question between the Town and the Consultant arising out of or relating to the contract or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Suffolk or Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all services under the contract or its earlier termination as provided in the contract, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of the contract before resorting to litigation.
- I. Limited Liability: No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Consultant under the contract, for the Town's payment obligations or otherwise, the Consultant agreeing under the contract to look solely to the assets of the Town for the satisfaction of any liability of the Town under the contract. In no event shall the Town ever be liable to the Consultant for indirect, incidental, or consequential damages.
- J. Governing Law: The law of the Commonwealth of Massachusetts shall govern the contract.
- K. No Waiver: The Town's review, approval, acceptance or payment for services under the contract shall not operate as a waiver of any rights under the contract and the Consultant shall be and remain liable to the Town for all damages incurred by the Town as the result of the Consultant's failure to perform in conformance with the terms and conditions of the contract. The rights and remedies of the Town provided for under the contract are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of the contract.
- L. Interpretation: If any provision of the contract shall to any extent be held invalid or unenforceable, the remainder of the contract shall not be deemed affected thereby. Paragraph headings in the contract are included for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of the contract.

X. PUBLIC NOTICE

TOWN OF ACTON, RFP. Transportation planning and design consultant for Route 27 (Main Street) and Hayward Road Intersection, Acton, For RFP call Acton Town Manager's office, (978) 264-9612 or go to the Town of Acton's Web Site, www.acton-ma.gov. Proposals to Town Manager, 472 Main Street, Acton, MA 01720, no later than August 29, 2007 at 4:00 PM. Proposals may be rejected in whole or in part. Contracts approved by CPO.

CERTIFICATE OF NON-COLLUSION

The undersigned hereby certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word person shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of person signing the bid or proposal

Name of business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Ch.62C, S.49A (b) of the Massachusetts General Laws, I,

_____, authorized signatory for
(name)

_____, do hereby certify under the pains and penalties
(name of Consultant)

of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes.

Consultant

By: _____
(Signature of authorized representative)

(Title)

(Date)

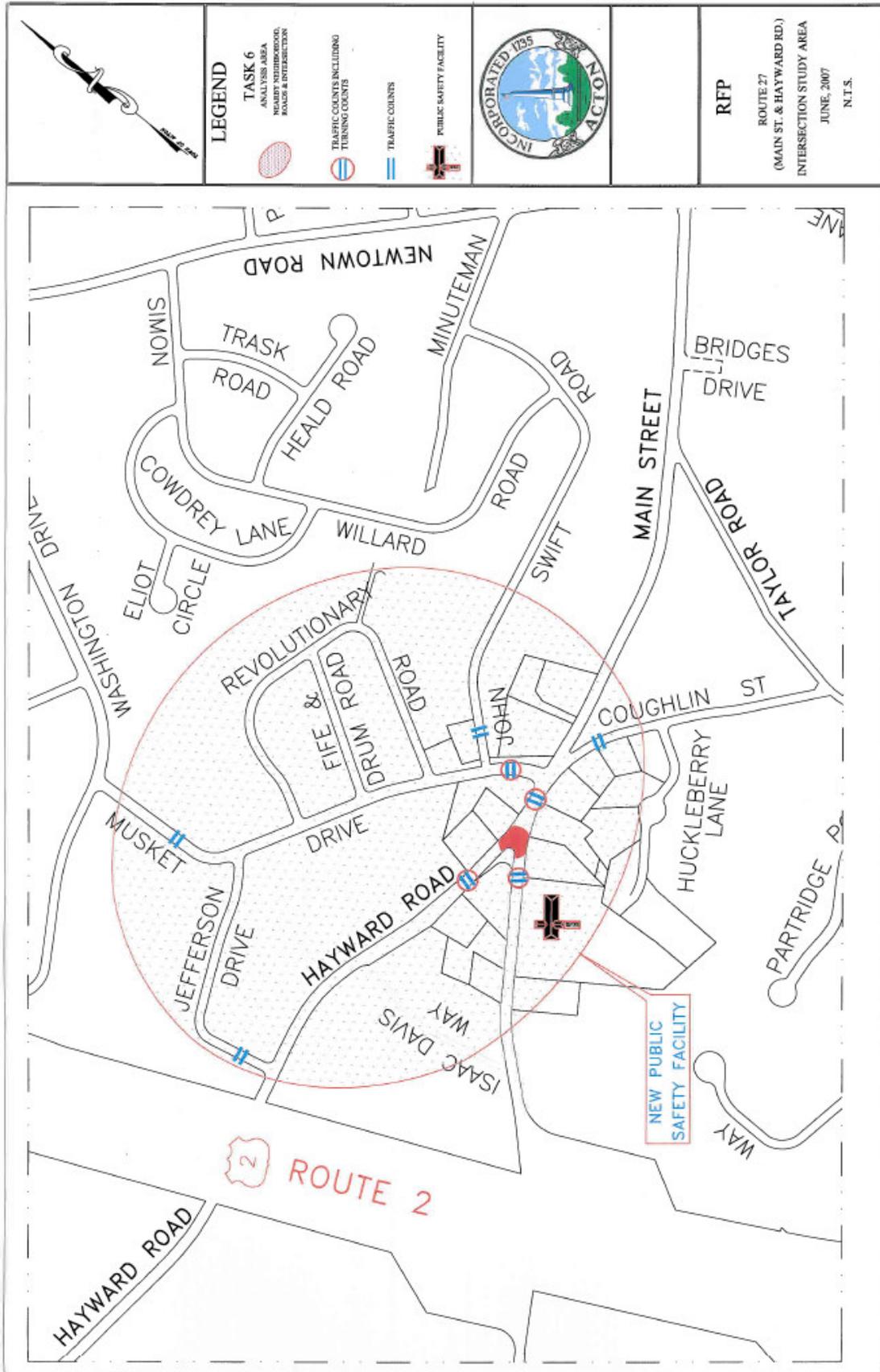
APPENDIX

MAP OF TASK 6 STUDY AREA

MAP OF ADD ALTERNATE 1 STUDY AREA

MEMO FROM NEIGHBORHOOD GROUP

ADDENDUM TO NEIGHBORHOOD GROUP MEMO



**Transportation and Neighborhood Safety Committee
“TANS”**

Memorandum

To: Board of Selectmen; Town Manager

From: TANS

Re: **Questions as Input for a Request for Proposal for Traffic and Neighborhood Analysis**

Date: May 25, 2007

Pursuant to our e-mail exchanges, below please find a list of concerns and questions gathered from our TANS members. We greatly look forward to our June 4th meeting with the Board of Selectmen and to playing a positive role in improving traffic and neighborhood safety in our community.

Concerns/Questions for Selectmen

Traffic Study

1. In general, if traffic data is several years old for a corridor such as Rte 27 in Acton, how would you characterize the validity of the data?
2. What are the updated traffic counts at all intersections previously studied by VHB for the Rte 27 Corridor Study?
3. What are the current through-traffic counts on the “alternate routes” of Jefferson, Musket, Jonathon Swift, Lincoln, Charter and Taylor?
4. What are the projected increased through-traffic counts on the “alternate routes” of Jefferson, Musket, Jonathon Swift, Lincoln, Charter and Taylor?
5. What are the proper days and dates of a traffic study?
6. Given that the intersection is impacted in a major way by the school calendar, which is only 180 days per year, how does that impact a traffic study?
7. What are the current queuing statistics at Hayward, Main, Musket, the PSF and any other relevant intersection?
8. What are the projected queuing statistics if a light were to be installed at Hayward, Main, Musket, the PSF and any other relevant intersection?
9. What impact will the override capability of the PSF have on traffic queuing and speeds?
10. How far back (south) will the stop line have to be in order to allow trucks turning from Hayward south onto Main Street?
11. If queuing spills back onto the Rte 2 exit ramps, what are the needed precautions?
12. Why are we focusing on this intersection instead of the most dangerous intersections?

13. The VHB study recommends 6 new traffic signals between Acton Medical and Nagog/Main. Why are we ignoring the remaining parts of the study and focusing on this one?
14. How would VHB characterize the rush hour and Saturday morning traffic flows at the recent South Acton traffic signal?
15. What is the cost/benefit analysis used to justify the massive expense of this project vs. the perceived benefit?

Neighborhood Impacts

1. In general: If a standard traffic signal is installed, how will that impact the traffic flows on Hayward and Main and all other related streets?
2. What will be the neighborhood impacts on the “alternate routes” of Jefferson, Musket, Jonathon Swift, Lincoln, Charter and Taylor?
3. What will happen to speeds, specifically on Musket and Jefferson?
4. Will there be more accidents at Hayward and Main?
5. Will there be more accidents on related streets?
6. Given the projected queue lengths, how will cars behave in the alternative?
7. What additional signage will be needed to control increased speed and traffic counts, if any?
8. During summertime, a great deal of foot traffic, especially with very young children, occurs at the Patriots Hill Pool near the corner of Jefferson and Musket. What additional restrictions, if any, will be needed to ensure safety?
9. What additional sidewalks will be needed along affected streets.
10. How will increased through traffic, if any, impact property values in the impacted neighborhoods?
11. What is the additional carbon imprint, if any, of the increased idling cars at the Hayward and Main intersection?
12. Will there be any land takings to accomplish the planned installation?
13. Will any trees on either side of the road be cut down to accomplish the planned installation?
14. Will any trees in the Charlotte Sagoff Memorial Grove be cut down?
15. What have the businesses in the area said about the impact on their businesses?
16. If a light were installed, would it create delays when otherwise there would be none? Say, for example at mid-day?

ADDENDUM TO THE NEIGHBORHOOD GROUP MEMO
7/3/2007

The following concerns were raised by the group in a 7/3/2007 email:

What are the impacts on traffic throughout the day not just at peak hours?

What are the statistical confidence limits or other statement of statistical significance of the traffic counts?

Appropriate measurements and calculations should be performed to characterize the queuing and delays associated with the current configuration on Hayward and Main.