

CITY of BOSTON

CALL TO ARTISTS

Public Art for the Engine 17/Ladder 7 Fire Station

LED BY

THE MAYOR'S OFFICE OF ARTS AND CULTURE

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THE BASICS

This is a Call to Artists for a long-term artwork that will complement the new Engine 17/Ladder 7 Fire Station.

The budget for this project is **$200,000**.

This Call opened on ***Monday, December 27 at 9 a.m ET***.

The Call closes on ***Friday, January 21 at 5 p.m. ET***.

This Call is open to all artists, national and international, with a strong preference for artists who have a connection to Dorchester and/or themes of the project.

We will only select one artist or artist team for this commission.

We will have virtual Question and Answer sessions on ***Wednesday, January 12 at 12 p.m. and Thursday, January 13 at 6 p.m. ET.***

We welcome written questions until ***Thursday, January 13*** *(See page 11).*

Recordings and written responses will be posted on ***Friday, January 14 by 5 p.m. ET.***

THE NEIGHBORHOOD

Dorchester is the city's largest and most diverse neighborhood. Long-time residents mingle together with new immigrants from Vietnam, Cape Verde, Ireland, and many other countries. This wonderful mix of residents from all cultures and backgrounds makes it an incredibly vibrant place to live, work, and spend time. Former residents can often be seen and heard claiming to be "OFD" — Originally From Dorchester.

The neighborhood offers a variety of landscapes, including residential areas, commercial corridors, a university campus, and nearly 10 miles of waterfront. A number of smaller communities compose the greater neighborhood, including Meeting House Hill, where the Engine 17/Ladder 7 Fire Station is located.

The original Engine 17/Ladder 7 firehouse opened on February 15, 1928. It was built on the site of two old firehouses that dated back to the annexation of the Town of Dorchester to the City of Boston.

The firehouse is located directly across the prominent white-spired First Parish Church. Engine 17/Ladder 7 responds to incidents primarily in the Dorchester and Roxbury areas, and to parts of South Boston.

Dorchester

PROJECT HIGHLIGHTS

The Engine 17 Fire Station is located at 37 East Street Dorchester, MA 02122.

- ***Departments:*** *Engine 17, Ladder 7, District 7*
- ***Site location:*** *Historic Meeting House Hill, Dorchester*
- ***Exterior materials:*** *Roman brick, granite building base, painted metal roofing and wall system, metal window assembly with solar shading*
- ***Interior finishes:*** *Durable, Red List free and low VOC, including grille ceilings, glazed concrete block, linoleum and rubber flooring, ceramic tile, and drywall*

The City has allocated $24.7 million toward the design and construction of a new fire station. The new site is adjacent to the existing firehouse, and is currently a parking lot. The existing firehouse will remain in operation during the course of construction.

The new building will feature a sloped roof, a dormer stair tower, and a brick facade that speaks to the historic use of masonry for fire houses.

The prominent apparatus bay canopy will provide shading and a distinctive civic presence. The large windows will introduce daylight into program spaces, allow staff to connect with the neighborhood, and create a welcoming entrance to the building. Puddingstone outcroppings will be incorporated into the new landscape, preserving this unique local landscape feature.

THE SITE

Construction of the new station is already underway, so the selected artist must be able to work quickly and provide their own infrastructure for support, possibly post-finish.

The site identified is the glass window bay at the entrance canopy façade, which faces west and south. We are looking for artists with experience working with translucent, archival materials (glass, plexi, etc.) in public spaces.

The primary theme for this commission is fire fighting and the neighborhood's relationship with the fire station.



THE SITE







CALL TO ARTISTS: ENGINE 17 PUBLIC ART PROJECT

ARTIST COMMISSIONING PROCESS

STEP 01

CALL TO ARTIST OPENS

Application is accepting submissions; this is also the Question and Answer period.



STEP 02

CALL TO ARTISTS CLOSES

City staff reviews submissions for completion and alignment with the Curatorial Vision.



STEP 03

SUBMISSION REVIEWS

Artist Recommendation Committee reviews submissions independently and then together with City staff to select finalists.



STEP 04

FINALIST INTERVIEWS

Finalists are interviewed. Boston Art Commission reviews finalists and recommendation, and selects artist at a public meeting.



STEP 05

SELECTED ARTIST IS COMMISSIONED

Artists are notified and the public art process begins!

PROJECT SCHEDULE

FEBRUARY 2022

Artist and City contract for the artwork

MARCH - APRIL 2022

Artist's preliminary design period, including site research, community engagement, and coordination with the City working group

APRIL 2022

Boston Art Commission review of and vote on preliminary design

APRIL - JUNE 2022

Artist's Final Design period, including community engagement and coordination with the City working group

JUNE 2022

Boston Art Commission review and vote on final design, including fabrication and installation plans; fabrication period, including BAC staff review at mid-point of fabrication

AUGUST 2022

Installation of artwork with documentation and possible dedication, Boston Art Commission accessions the artwork by vote

WHAT YOU NEED TO APPLY

To respond to the Call to Artists, prepare the materials listed below and submit through our online application page, found HERE.

ARTIST/ORGANIZER DESCRIPTION

Bio, resume, CV, or other documents that describe your background and experience. For teams, include information for all team members. Five files maximum; PDF, DOC, or DOCX.

RELEVANT WORK SAMPLES

Up to ten images of completed past work that you feel is relevant to this site. One image per file; jpg, tiff, or MP4 file types; limit videos to two minutes or less.

NOTE: *including drawings or designs made specifically for this application or site will lead to disqualification.*

STATEMENT OF INTEREST AND INITIAL PROJECT CONCEPT (500 WORDS OR LESS)

Narrative describing an initial artistic concept for this site, why you're interested in this opportunity, what connection you have to the site and/ or neighborhood, and any specific or unique processes you might use for the project.

ANNOTATED IMAGE LIST

An annotated image list with title, media, dimensions, location, date, brief description, and any other information that might be relevant. PDF, Doc, or DOCX.

All response and information submitted in response to this Call to Artists are subject to the Massachusetts public record law, Mass. Gen. Laws c. 66, s. 10, and Mass. Gen. Laws c. 4. s. 7(26), and will become property of the City.

WHAT YOU NEED TO APPLY

To respond to the Call to Artists, prepare the materials listed below and submit through our online application page, found HERE.

ITEMIZED BUDGET

A preliminary budget of project expenses. You can use the template provided in the appendices, which start on page 12. PDF, DOC, DOCX, XLX, or XLXS.



DIVERSITY AND INCLUSION PLAN

The City of Boston is committed to ensuring that vendors who work on the City's behalf utilize procurement practices that are fully open to the inclusion of small and local businesses, including Small Local Business enterprises, Minority Business Enterprises, Woman Business Enterprises, and Veteran-Owned Small Business Enterprises. Please describe the efforts that you have taken, or will take, to ensure that your selection of subcontractors and suppliers for this contract will be meaningfully open to such companies. If you will not utilize subcontractors and suppliers on this particular contract, please describe any efforts or practices of your company over the past two years that demonstrate a practice of making subcontracting and supplier opportunities available to such companies. In describing your plan, please include specifics.

All response and information submitted in response to this Call to Artists are subject to the Massachusetts public record law, Mass. Gen. Laws c. 66, s. 10, and Mass. Gen. Laws c. 4. s. 7(26), and will become property of the City.

MORE INFORMATION

Important Links

- *Mayor's Office of Arts and Culture's public art webpage*
- *Engine 17 public art project webpage*
- *Boston Art Commission webpage*
- *Boston Fire Department webpage*
- *Boston capital projects*

Public Meetings and the Boston Art Commission

Artworks proposed for City of Boston property are reviewed at public meetings held by the Boston Art Commission (BAC). The BAC is the commissioning body for the City of Boston. Housed in the Mayor's Office of Arts and Culture, the BAC also holds contracts with artists, approves artwork on City land, and conserves the City of Boston's collection of art and historical artifacts. The Boston Art Commission, staffed by the Mayor's Office of Arts and Culture, is an independent board composed of two ex-officio and seven appointed volunteer art and design professionals that typically holds public meetings on the second Tuesday of each month to review and vote on matters concerning the City's art collection.

About the Mayor's Office of Arts and Culture

The Mayor's Office of Arts and Culture is a City agency that enhances the quality of life, the economy, and the design of the City through the arts. The role of the arts in all aspects of life in Boston is reinforced through equitable access to arts and culture in every community, its public institutions, and public places. Key areas of work include support to the cultural sector through grants and programs, support of cultural facilities and artist workspace, as well as the commissioning and care of art in public places.

STILL HAVE QUESTIONS?

Join us for an online Question and answer session on ***Wednesday, January 12 at 12 p.m. ET*** OR ***Thursday, January 13 at 6 p.m. ET.***

Fill out this form with comments and questions before ***Thursday, January 13th.***

The deadline to submit content-specific questions is ***Thursday, January 13.*** *Technical questions about the Submittable application are welcome until the call deadline on* ***January 21, 2022, at 5 pm ET.***

You can also send questions via email to sarah.rodrigo@boston.gov, with the subject line "Engine 17 Call to Artists".

We'll post the written Q&A and video of the talk session by ***Friday, January 14th by 5 p.m. ET*** *on this page.*



Appendix i - Budget Template

Please itemize your project expenses using the template below or something similar. The City requires that total project costs will be less than or equal to $000,000.00.

Budget Item	**Dollar amount**
Design, including models, maquettes, etc.	
Fabrication costs	
Materials/ supplies	
Engineering	
Installation, including specialty equipment (lifts, cranes, etc.)	
Insurance	
Administration	
Documentation	
Artist fee (20% cap)	
Other expense:	
Other expense:	
Total project cost	$000,000.00

Explanation of any other expenses:

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SUPPLEMENT TO FORM CM11:
TERMS AND CONDITIONS
AND
ARTIST AGREEMENT
FOR
ARTWORK CONCEPT PLAN
AND
ARTWORK COMMISSION

The following terms and conditions are added to, and, where the terms and conditions conflict, then supersede, the City of Boston Standard Contract General Conditions (Form CM11), to the extent permitted by law. This Artist Agreement is made and entered into as of the latest date listed in the signature block, for purposes of Contract number _____ by and between **the City of Boston** ("the City"), and **Artist Name**, ("Artist").

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RECITALS

WHEREAS, Artist is in the business of creating original works of art for site-specific installations; and

WHEREAS, the City wishes to have Artist design, fabricate and install a site specific original work of art ("Artwork") on the SITE NAME in the NEIGHBORHOOD neighborhood of Boston, and to be referred to herein as "SITE NAME" or "Site".

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. RECITALS. The parties acknowledge that the above recitals are true and correct and incorporated by reference herein.

2. SCOPE OF ARTIST'S SERVICES. Subject to the terms and conditions of this Agreement, the City commissions Artist to design, fabricate and construct or cause Artist's agents to fabricate and construct, deliver and install the Artwork for the Site.

a. Design. Upon execution of this Agreement and receipt of initial payment pursuant to Exhibit A, Artist shall develop and present to the City for approval a design proposal including a detailed budget for the Artwork (the "Design", Section 4, below).

b. Location. SITE NAME AND STREET ADDRESS, CITY, STATE, ZIP CODE.

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c. Fabrication and Installation Plans. Upon approval of the Design and receipt of second payment pursuant to Exhibit A, the approved Design shall be attached to this Agreement as Design Deliverables as specifically listed in Exhibit B and thereby incorporated into this Agreement. Artist shall develop any necessary plans and engineering for the fabrication of the Design ("Fabrication Plans", Section 5, below).

d. Fabrication. Upon approval of the Fabrication Plans and receipt of third payment pursuant to Exhibit A, the approved Fabrication Plans shall be added to and included in Exhibit C and thereby incorporated into this Agreement. Artist shall proceed with the construction of the Artwork pursuant to the Fabrication Plans.

e. Delivery. Once Fabrication is complete, upon the City's approval that Fabrication is in substantial conformity with the Design, and Artist's receipt of the fourth payment pursuant to Exhibit A, Artist shall cause the Artwork to be delivered to the Site for Installation.

f. Installation. As soon as reasonably possible after the City has had an opportunity to accept the delivered Artwork, Artist or Artist's agents will install the Artwork in conformance with the specifications set forth in Exhibit D attached hereto and incorporated into this Agreement ("Delivery and Installation", Section 8, below).

3. ARTIST'S COMPENSATION AND EXPENSES.

a. Compensation. The City will pay Artist pursuant to the schedule outlined in Exhibit A. Artist will produce final design and construction plans for the Artwork. The final budget that will be based on the estimated total payment of USD $000,000 (the "Contract Amount").

b. Artist's Attendance at Meetings. Artist shall meet and confer with the City's representatives at such reasonable times as are requested by the City to discuss the design, fabrication and installation of the Artwork and any other issues related to Artist's obligations under this Agreement. Artist and City may agree to confer via video conferencing technology, when reasonable.

c. Payment Procedure. Payment as set forth under this Agreement will be made payable to "ARTIST NAME" and will be remitted by check to the address indicated in Section 23, below. Artist shall stay current with Artist's obligations to subcontractors and upon written request from the City, shall provide lien waivers or equivalent confirmations that subcontractors have been appropriately paid out of the funds paid to Artist. If there is no form invoice required by the City, all invoices from subcontractors will be detailed enough that someone not familiar with this Agreement could reasonably determine the basis for the invoice charges.

d. Independent Contractor. Artist is furnishing Artist's services as an independent contractor, and nothing in this Agreement creates any association, partnership or joint venture between the parties or any employer-employee relationship. The City shall not withhold or pay with respect to any sums due under this Agreement any federal, state or local income taxes (domestic or foreign), FICA, Medicare, unemployment insurance, workers compensation insurance, or other taxes or assessments against amounts otherwise payable with respect to statutory employees. Artist agrees to

SAMPLE

hold harmless, indemnify and reimburse the City for any taxes, premiums, assessments, and other liabilities related thereto (including penalties and interest) that the City may be required to pay. Artist shall also assure that any subcontractors comply with the foregoing obligations. During the term of this Agreement, unless otherwise agreed to in writing, Artist's subcontractors, suppliers and materialmen shall at all times remain under Artist's sole control.

4. DESIGN.

a. The Design may include initial proposals, design concepts, drawings and models or other appropriate plans and renditions of Artist's Design. The Design shall take into consideration and incorporate all State and Federal requirements, including but not limited to the United States Americans with Disabilities Act ("ADA"), the Uniform Federal Accessibility Standards as published in the Federal Register, and the rules governing national, state and local historic sites.

b. Upon completion of Design, Artist will submit Design to the City for approval. The City shall review the Design and give approval or disapproval of the Artwork within a reasonable time. If the City approves the Design, the Design will be attached to this Agreement as Exhibit B and incorporated herein by reference, and the City shall make the second payment as indicated in Exhibit A and Artist shall proceed with Fabrication Plans.

c. If the City disapproves the Design as submitted, the City shall indicate the nature and reason(s) for the disapproval in writing to Artist within a reasonable time. Upon receipt of the notification of the City's disapproval, Artist shall have a reasonable time to address the City's reasons for disapproval and resubmit the Design. The City shall then review the resubmitted design within a reasonable time. If the City approves the Design, the City shall make the payment as indicated in Exhibit A and Artist shall proceed to Fabrication Plans. If the City disapproves the Design as resubmitted, the City and Artist shall meet to discuss whether further redesign will cure the City's concerns and if so, a reasonable time frame within which to accomplish the cure.

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5. FABRICATION AND INSTALLATION PLANS.

a. Installation Plans (the "Plans") shall include all details pertaining to the necessary specifications for Installation at the Site ("Site Specifications"). Artist is responsible for obtaining appropriate design and/or engineering services from licensed professionals as necessary for proper Fabrication and Installation of the Artwork. The design and engineering work shall be performed by qualified architects, engineers and/or other design professionals who are licensed in the State of Massachusetts, and in a manner consistent with applicable standards of professional skill, care and diligence.

b. Due to the possible complex nature of the Fabrication and Installation of the Artwork, communication between the City and other design and construction personnel and Artist is required in order to ensure that the Artwork will be properly designed and constructed to fit in the specifically designated area at the Site. Following the execution of this Agreement, the City will provide Artist with the specifications and

construction drawings for the specific area at the Site where the Artwork is to be installed. Artist is responsible for obtaining from a professional structural engineer, and forwarding to the City, design drawings and calculations specifying requirements for the Fabrication and Installation of the Artwork. All specifications for the Artwork will be calculated directly from the construction documents. Artist will collaborate with the City to obtain all permits necessary for the Installation of the Artwork.

c. Artist's Fabrication and Installation Plans shall conform to the specifications and construction drawings provided by the City. The City will be responsible for ensuring that the Site is prepared in accordance with its specifications and construction drawings prior to Artist's Installation.

d. In the event of miscalculations in the Fabrication and/or Installation of the Artwork that are due to the Artist receiving inaccurate drawings or other documents from the City, or Public Works Department contractor's error that causes delay in the fabrication, construction, delivery and/or installation of the Artwork, the City will bear the increased cost, if any, of correcting such miscalculations. In the event of miscalculations that are due to error of the Artist or Artist's subcontractors that cause delay in preparation of the Site and/or installation of the Artwork, Artist will bear the cost, if any, of correcting such miscalculations.

e. Materials chosen for the Artwork shall be easily maintained and durable. The materials selected should be as resistant as possible to environmental elements that may hasten deterioration.

f. Upon completion of Plans, Artist will submit the Fabrication Plans to the City for approval. The City shall review the Fabrication Plans and give approval or disapproval of the same within a reasonable time. If the City approves the Fabrication Plans, Artist shall proceed with Fabrication. Upon approval of the Fabrication Plans, that portion of the Fabrication Plans pertaining to the Fabrication of the Artwork shall be added to and hereby incorporated into Exhibit C to this Agreement. That portion of the Fabrication Plans pertaining to preparation of the Site and Installation shall be added to this Agreement as Exhibit D and incorporated by this reference.

g. If the City disapproves the Fabrication Plans as submitted, the City shall indicate the nature and reason(s) for the disapproval in writing to Artist within a reasonable time. Upon receipt of the notification of the City's disapproval, Artist shall have a reasonable time to address the City's reasons for disapproval and resubmit the Fabrication Plans. The City shall then review the resubmitted Fabrication Plans within a reasonable time. If the City approves the Fabrication Plans, Artist shall proceed to Fabrication. If the City disapproves the Fabrication Plans as resubmitted, the City and Artist shall meet to discuss whether further work will cure the City's concerns and if so, a reasonable time frame within which to accomplish the cure. In the event of termination, all intellectual and physical property related to the Design will remain with Artist and the City may not use Artist's Design or any derivative thereof.

6. FABRICATION.

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a. Artwork Specifications. Artist will fabricate the Artwork, or cause it to be fabricated, in substantial conformity with the Design and Plans approved by the City as set forth in Exhibit C.

b. Review of the Artwork. The City will be given access to the Artwork during reasonable business hours at Artist's or fabricator's studio in order to review the Artwork and Artist's or fabricator's progress with Fabrication of the Artwork. Alternatively, the City may request photographic documentation of Artist's progress to verify each stage that triggers payment pursuant to the schedule set out in Exhibit A.

c. Notification of Completion. Artist will notify the City in writing when the Artwork is completed and ready for Delivery and Installation. . Upon receipt of notice, the City will have thirty (30) business days to inspect the Artwork for conformity with the Design and give approval or disapproval of the Artwork. The City shall be entitled to an additional fifteen (15) business days to inspect the Artwork if requested in writing during the first thirty (30) business days as stated above.

i. If the City gives approval, Artist shall receive payment pursuant to Exhibit A and shall proceed with Delivery and Installation of the Artwork.

ii. If the City disapproves the Artwork, the City shall provide Artist written notice of such disapproval within fifteen (15) business days. Artist shall have fifteen (15) business days to address the City's reasons for rejection of the fabricated Artwork. The City shall then have another thirty (30) business days to review the Artwork. If the City approves the Artwork, the City shall make the payment as indicated in Exhibit A and Artists shall proceed with Delivery and Installation of the Artwork. .

iii. If the City again disapproves of the Artwork as fabricated, the parties agree to work together in good faith to resolve the situation and reach a mutually agreeable solution. If the parties are unable to agree on a solution, either party may choose to terminate this Agreement. Artist shall retain the fabricated work and may at Artist's sole option elect to destroy or resell the Artwork. All intellectual property associated with the Design remains with Artist and the City may not use Artist's Design or any derivative thereof.

7. CHANGES. Changes that do not affect the artistic integrity of the Artwork may occur or be requested at any time during the course of this Agreement. Minor changes in form, shape, materials and color may be made at the discretion of Artist for the refinement of the Design of the Artwork. The other party may approve any significant changes to the Artwork by either Artist or as requested by the City only in writing. For purposes of this Agreement, a "Significant Change" will mean any change, including but not limited to a change in the scope, design, color, size or material of the Artwork, which affects cost, installation, site preparation, maintenance and concept as represented in the Design.

a. If Artist wishes to make a Significant Change to the Artwork, Artist will notify the City of the Significant Change in writing. The City will provide a written response within thirty (30) business days.

SAMPLE

b. If the City accepts Artist's request for Significant Change, the City's written indication of acceptance should include a complete statement of the scope of the accepted changes and any applicable changes to costs.

c. If the City rejects Artist's request for Significant Change, the parties agree to work together in good faith to resolve their lack of agreement and reach a mutually agreeable solution. If the parties are unable to agree on a solution, either party may choose to terminate this Agreement. Artist shall retain the fabricated work and may elect to destroy or resell the Artwork. All intellectual property associated with the Design remains with Artist and the City may not use Artist's Design or any derivative thereof.

d. If the City requests a Significant Change, Artist shall provide the City a written response within fifteen (15) business days as to whether Artist believes the requested Significant Change is artistically appropriate, and if so, the feasibility and cost associated with such requested Significant Change. The City will then have fifteen (15) business days within which to approve or disapprove the terms of implementing such Significant Change.

e. If the City rejects Artist's terms for implementing the requested Significant Change, the parties agree to work together in good faith to resolve their lack of agreement and reach a mutually agreeable solution. If the parties are unable to agree on a solution, either party may choose to terminate this Agreement upon seven (7) business days' notice. The fabricated work and all intellectual property associated with the Design shall remain with Artist and the City may not use any derivation of the Design or any derivative thereof, without Artist's advanced written approval.

8. DELIVERY AND INSTALLATION.

a. Completion. As long as all Exhibit A payments are current, Artist or Artist's agent(s) will Deliver the Artwork to the Site in conformance with the Delivery and Installation schedule set forth in Exhibit A ("Delivery and Installation").

b. Delay. In the event that the City is not ready for Delivery and Installation in accordance with Exhibit A, and wishes Delivery and Installation to be delayed, the City will be responsible for the actual cost of storing the Artwork, if any, and any associated cost of storing the Artwork until such time as the City is ready for Delivery and Installation, including demobilization and remobilization costs. The City in consultation with the Artist, shall enter into an agreement with a vendor or vendors of its choice for the storage, demobilization, and remobilization of the artwork in the event of a delay under this section.

c. Specifications. The City shall prepare the Site, and Artist will install the Artwork in accordance with the Schedule and Installation and Site Specifications as attached hereto in Exhibit D and incorporated into this Agreement.

d. Site, Site Preparation and Access. The City will be responsible for all expenses, labor, and equipment necessary to prepare the Site for Installation as detailed in Exhibit D. During Installation, the City will ensure the Site is clean and free from obstructions and will advise all other trades people, material people and workpeople not involved with Installation to remain clear from the specific portion of the Site upon

SAMPLE

which Installation will take place. Artist and Artist's designated assistants will have free access to the Site at all times during the Installation. Artist will be responsible for inspecting the Site prior to Installation to verify that the Site has been properly prepared to receive the Artwork, and will coordinate the installation with the City's Construction Manager. By installing the Artwork, Artist accepts the Site as prepared properly and in accordance with the details specified in Exhibit D. If at any point during Installation, Artist discovers a problem with the Site, Artist must immediately stop work and notify the City. Unless the problem is due to Artist's miscalculations, Fabrication deficiencies, or other failure to comply with the Design as approved, the City will promptly address the Site problem so that Artist may recommence Installation as soon as possible. Artist is responsible for maintaining a clean Site during Installation and will ensure that the Site is cleaned up upon the completion of Installation. Artist is responsible for complying with all house rules provided by the City's general contractor or project manager.

9. FINAL APPROVAL AND ACCEPTANCE. Upon completion of Installation, unless otherwise agreed by the parties, the City will have a reasonable opportunity to inspect the Artwork for defects prior to acceptance. Upon determining that (i) the Artwork is in conformance with the specifications detailed in this Agreement and all pertinent Exhibits; and (ii) Artist is in substantial compliance with the other terms of this Agreement, the City will accept the Artwork ("Final Acceptance") and make the final payment pursuant to the terms set forth in Exhibit A of this Agreement. If, within fifteen (15) business days from the day installation is complete, the City has not raised any objections to the Artwork as installed, the Artwork will be deemed accepted and final payment shall have been tendered to Artist. In the event that the City notifies Artist within fifteen (15) business days that the Artwork or the Installation is defective and/or does not conform in some way to the terms as set forth in this Agreement, Artist will have a reasonable opportunity to cure any defects.

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10. MAINTENANCE MANUAL AND DOCUMENTATION. Within thirty days of Installation of the Artwork,Artist will provide the City with written instructions for appropriate maintenance and preservation of the Artwork (the "Maintenance Manual"). Artist will provide a minimum of six (6) high resolution digital files in TIFF format of the installed, finished Artwork. The Parties understand and agree that upon transfer of ownership of the Artwork to the City, all maintenance and conservation matters will be handled by the City.

11. REPRESENTATIONS AND WARRANTIES.

a. Artist's Warranties. Artist warrants that:

i. Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork or has obtained the appropriate permissions and licenses to incorporate the works of others.

ii. The Artwork is an original creation and the result of the artistic efforts of Artist and that it will be installed free of any liens, claims or other

encumbrances of any type. Further, Artist has not knowingly infringed upon any copyright or trademark.

iii. The Artwork is unique and an edition of one (1) and that Artist will not execute or authorize another party to execute another work of the same or substantially similar design and dimension as the artwork commissioned pursuant to this Agreement. Artist may create works that use or incorporate various individual art elements that comprise the Artwork, so long as the work using or incorporating such elements (1) does not consist predominantly of such elements (2) is not the same or substantially similar in image, design, dimensions and materials as the Artwork, and (3) is not displayed in an environment that is the same or substantially similar to the environment in which the Artwork is to be displayed at the Site.

iv. The Artist represents and warrants that the City's use and display of the Artwork under this Contract will not violate any rights of any kind or nature whatsoever of any third party. Artist further agrees to indemnify and hold harmless the City, its successors, assigns and licensees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of or in any way connected with any claim that the Artwork infringes any intellectual property rights or other rights of any third party. The provisions of this Section 11(a)(iv) shall survive the term of this Contract.

v. The Artwork is fabricated in permanent, durable, non-fugitive materials that will not tend to degrade or fade over the life of the Artwork; and will be free of defects in workmanship and materials. In the event that any defects become apparent in the workmanship or materials within one (1) year of Installation, Artist will remedy any defects at Artist's expense.

vi. The Artwork will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.

vii. The Artist has conducted an investigation of the suitability of materials and processes used to create the Artwork, and the Artwork shall not deteriorate as a result of, or otherwise be adversely affected by, the Massachusetts climate provided that the City maintains the Artwork in accordance with the Maintenance Manual provided by the Artist.

viii. General routine cleaning and maintenance of the Artwork and any associated working parts and/or equipment will maintain the Artwork within an acceptable standard of public display (including, but not limited to, remaining free from rust, mold, fractures, stains, chips, tears, abrasions or peeling). Artist shall not be responsible for deterioration of the Artwork materials due to road salt, nor airplane or auto exhaust.

ix. To the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to the City.

x. Artist will collaborate with the City's project manager to obtain all permits necessary for the Installation of the Artwork.

b. <u>The City's Warranties</u>. the City warrants that:

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i. The Site shall be prepared in conformance with the specifications set forth in this Agreement and Exhibit D and that the foundation or any attachment device or structure provided and installed by the City or its agents for the Artwork is structurally sound and in conformance with the specifications presented to Artist.

ii. The City will inform Artist of any and all requirements for Installation of the Artwork at the Site.

12. INTELLECTUAL PROPERTY OWNERSHIP & USE.

a. General. Except with regard to ownership and possession of the Artwork, or as provided in this Agreement, Artist retains all copyrights and other intellectual property interests in the Artwork and in the Design, drawings, sketches, prototypes and other materials for the Artwork. Artist will place a copyright notice on the Artwork and may, at Artist's option, register the copyright with the Library of Congress. Upon final payment to the Artist, the artwork resulting from this Agreement, as Fabricated and Installed, shall be the sole property of the City (or its Assignee) and subject to the provisions set out in Sections 14 and 15, below.

b. Grant of Irrevocable License to the Artwork. Artist hereby grants to the City, its successors and assigns, a non-exclusive, irrevocable, unrestricted, permanent and royalty-free license for the use of the Artwork, along with all documents, specifications, designs, images, graphics, video, digital assets or digital images of the Artwork, to (i) publicly display the Artwork; (ii) reproduce, publicly display and distribute said documents, specifications, designs, images, graphics, video, digital assets and digital images in the course of promoting the Artwork, the City and departments thereof; and (iii) utilize and publish photographs, drawings and other two-dimensional reproductions of the Artwork without prior written consent of the Artist for the sole use and benefit of the City and the public, including, but not limited to, promotional materials, educational materials, descriptive brochures, electronic media and similar materials. This right does not include the right to create three-dimensional works or to reproduce the Artwork for merchandising purposes. Any rights to merchandise the Artwork by the City must be established pursuant to a separate agreement with the Artist.

c. Reproductions. The Artist reserves every right available under the United States Federal Copyright Act to control the making and dissemination of copies or reproductions of the Artwork, except as those rights are limited by this Contract. Artist may utilize photographs and other two-dimensional reproductions of the Artwork for educational purposes and to promote Artist's other work. Artist shall not use such reproduction for any merchandizing purposes.

d. Right to Sublicense. The City may sublicense its rights under this Contract for any purpose described in Section 13(b) above.

13. CREDITS.

a. Plaque. Subject to the design approval of the Boston Arts Commission, Artist shall be permitted to install a plaque or writing of reasonable dimensions and at a reasonable location on the site that reads: "© ARTIST NAME".

SAMPLE

b. Artist's Credit. The City agrees that unless Artist requests to the contrary in writing, all references to the Artwork and all reproductions of the Artwork will credit the Artwork to Artist as follows: "© ARTIST NAME".

c. The City's Credit. Artist agrees that all formal references to the Artwork will include the following credit line: "From the collection of The City of Boston, Artwork © ARTIST NAME".

14. MAINTENANCE, REPAIR AND RESTORATION. For the lifetime of the work, which for purposes of this Agreement is defined as no less than twenty-five (25) years, and whenever possible, the Artist shall be consulted regarding repairs and restorations undertaken during Artist's lifetime. In the event the Artwork requires professional services in order to accomplish repairs, the City may agree to pay Artist a reasonable fee for such repairs or supervision of repairs to be negotiated at the time, subject to the requirements of Mass. Gen. Laws c. 30B. In the event that the City makes repairs or restoration not approved by Artist, Artist shall have the right, at Artist's sole option, to have Artist's association with the Artwork severed. All repairs and restorations, regardless of who actually performs them, shall be made in accordance with professionally recognized principles of conservation and in accordance with the Maintenance Manual as provided by Artist. The City shall have the right to maintain and make minor or emergency repairs to the Artwork without the Artist's consent or consultation, provided that such maintenance does not intentionally damage, alter, modify, or change the Artwork , and is in accordance with the Maintenance Manual provided to the City by Artist in Artist's performance of this Contract, Section 11. Artist shall not be responsible for deterioration of the Artwork materials due to road salt, nor airplane or auto exhaust.

15. MODIFICATION, DESTRUCTION OR REMOVAL OF ARTWORK.

a. The City recognizes and appreciates that the Artwork is site-specific and thus the location and orientation of the work is part of the Artwork. The Artist and the City hereby acknowledge that the Artwork, when installed, will be incorporated within, and made a part of, a site in such a way that alterations to the site or the location of the Artwork, as the City may deem necessary in order to exercise its powers and responsibilities with respect to public works and improvements in furtherance of the City's operations, may affect the character and appearance of the Artwork that might affect the intended character and appearance of the Artwork including removal or relocation of the Artwork that might result in the Artwork being destroyed, distorted or modified. If such alterations are deemed necessary by the City, the City shall notify the Artist of such proposed alterations and shall make reasonable efforts to consult with the Artist in the planning of such alterations. Notwithstanding the foregoing, the City may at its sole discretion alter the site or relocate, remove from public display, or otherwise dispose of the Artwork with no less than ninety (90) days prior written notification to the Artist. If the Artwork cannot be successfully removed or relocated as determined by the City, the Artist may disavow the Artwork.

SAMPLE

b. The Artist acknowledges that should the City decide to remove the Artwork from the site for the purpose of deaccession or disposal of the Artwork, the City will make reasonable efforts to notify the Artist in writing no less than ninety (90) days before scheduled removal.

c. The City shall have the right to donate or sell the Artwork at any time.

d. The Artist agrees and acknowledges that notwithstanding any provision of the federal Visual Artists Rights Act or of any other federal or state or local provision of law, including, but not limited to, Mass. Gen. Laws ch. 231, § 85S, whether in the United States or of any other local or foreign government, the City shall have the rights described in paragraphs (a) through (c) described in this Section 15. So long as the integrity of the Artwork is preserved, it can continue to be described as created by Artist.

16. TRANSFER OF TITLE. Ownership of the Artwork, as defined by this Agreement, will pass to the City upon Final Acceptance of the Artwork, and receipt by Artist of final payment as set out in Exhibit A.

17. RISK OF LOSS. Artist bears the risk of loss or damage to the Artwork for any loss or damage to the Artwork, until Final Acceptance following Installation at which time the risk of damage to or loss of the Artwork passes to the City.

18. INSURANCE. Artist's Insurance. Artist agrees to insure the Artwork against loss by fire, theft, or any damage occurring during Fabrication, storage, transportation, Delivery, and Installation of the Artwork until midnight of the day on which the title passes or the Final Payment is received, whichever is later. A certificate of insurance evidencing such coverage will be furnished to the City upon request. All policies of insurance will name the City or the City's designee as a loss payee.

SAMPLE

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19. SUSPENSION OF PERFORMANCE BY EXCUSED DELAY. Artist shall be entitled to an extension on the performance schedule in the event that there are delays caused by events beyond the reasonable control of Artist or Artist's subcontractors including, but not limited to, actions or negligence of the City; the City's agents, employees, separate contractors or their employees or agents; by changes in the scope; unreasonable delays by governmental authorities in scheduling inspections or conducting review or issuing approvals; fire, unusual and unavoidable delay in deliveries or unavoidable casualties or by adverse weather or unreasonable delays by the City or the City's agents in responding to Artist. Excused delays shall not include delays or interruptions due to labor disputes arising from the decision of Artist or Artist's subcontractors to use non-union labor or to schedule concurrent work by non-union and union labor crews or arising from jurisdictional labor disputes. In the event of an excused delay, Artist shall be entitled to an extension measured by the number of days that performance is actually delayed.

20. The Parties agree that whenever the term "within a reasonable time" is used in this Agreement, and/or whenever time deadlines for certain actions in this Agreement are specified, they will use reasonable efforts to complete all specified tasks as expeditiously as possible. If there are any delays in completing any scheduled task or tasks that may impact other future events, the Parties agree upon request of either Party to extend such time limitations in order to provide sufficient time within which all tasks can be successfully completed.

21. EXCUSE OF CONTRACTUAL OBLIGATIONS BY FORCE MAJEURE. The parties will be excused from performing under this Agreement if performance is prevented by a condition beyond the control of the parties such as acts of God, war, civil insurrection, government action or public emergency but only for as long as such unforeseen occurrence exists. Both parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrence has ceased to exist but resumption of performance will be subject to negotiation between the parties if more than one (1) year has passed since suspension of obligations under this Agreement or there are substantially changed circumstances.

22. DEATH OR INCAPACITY OF ARTIST. In the event of Artist's physical incapacity or death prior to the completion of the Artwork, all payments made up to the point of incapacity or death will be retained by Artist and all work performed to date of incapacity or death will be compensated. Upon payment to compensate Artist or Artist's estate for all work performed to the date of incapacity or death, the incomplete Artwork and any materials paid for by the City will become the property of the City and the City may complete and install the Artwork as it shall so determine at its sole discretion. In the event that the City elects to proceed with the completion of the Artwork, all remaining work to be completed in accordance with this Agreement will be delegated to such person or entity as the City shall determine at its sole discretion.

SAMPLE

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23. NOTICES. All notice, submittals, requests, and reports required under this Agreement will be hand delivered or sent by certified mail as follows:

For Artist:

ARTIST NAME
STREET ADRESS
CITY
STATE
ZIP CODE, COUNTRY
EMAIL

_____

With copies to:

_____
_____
_____

For the City:

Karin Goodfellow
Boston Arts Commission
One City Hall Square, Room 802
Boston, MA 02201

With copies to:

Nailah A. Freeman
City of Boston Law Department
One City Hall Square, Room 615
Boston, MA 02201

SAMPLE

Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is mailed to recipient, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices and reports will be delivered is effective when the other party has received notice of the change by certified mail. Because there may be situations following the completion of this Agreement pursuant to which the City wishes to notify Artist, it is Artist's responsibility to ensure that the City has current contact information on file for Artist during the life of the Artwork.

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24. DISPUTE RESOLUTION. Resolution of any dispute, claim, question, or disagreement arising from or relating to this Agreement shall be governed by the provisions in this Section.

a. Negotiated Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or its breach, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences may be submitted to mediation as provided below.

b. Mediation. If a resolution of any dispute, claim, question, or disagreement arising from or relating to this Agreement or its breach is not achieved by negotiation as provided above, either party may submit the dispute, claim, question, or disagreement to mediation by submitting a written request for mediation. A copy of the request for mediation will simultaneously be provided by the requesting party to the other party. The mediation will be conducted in accordance with the Rules of JAMS.

c. Venue of Dispute Resolution Proceedings. All proceedings conducted under this Section shall be conducted at the JAMS office in Boston, Massachusetts, United States.

d. Governing Law. The City and Artist agree that the laws of the Commonwealth of Massachusetts of the United States will govern any dispute about this Agreement, including any interpretation or enforcement of this Agreement, without giving effect to conflict of laws provisions of Massachusetts law.

25. SEVERABILITY. In the event that any provision of this Contract is held to be unenforceable by a court or arbitrator, the remaining provisions of this Contract will remain in full force and effect. To the extent permitted by applicable law, any such provision will be restricted in applicability or reformed to the minimum extent required for such provision to be enforceable. This provision will be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

SAMPLE

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IN WITNESS WHEREOF, the Parties execute this Agreement by their duly authorized officers as of the date below. Signed under seal the day and year indicated next to each signature.

ARTIST:

Signature: _____

Printed Name: _____

Date: _____

ARTIST NAME
STREET ADRESS
CITY
STATE
ZIP CODE, COUNTRY
EMAIL

CITY OF BOSTON:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

City of Boston Art Commission
One City Hall Square, Room 802
Boston, MA 02201
617.635.2434

SAMPLE

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EXHIBIT A
PERFORMANCE AND PAYMENT SCHEDULE

CONTRACT PHASE	ESTIMATED DURATION IN MONTHS												
1. Preliminary Design			◊										
2. Fabrication + Installation Plans						◊							
3. Fabrication												◊	
4. Installation													◊
Payment Percentages	20%		25%			35%						15%	5%

SAMPLE

Payment Schedule:

Payment 1: 20% due within thirty (30) days of completion of this Agreement.

Payment 2: 25% due within thirty (30) days of approval of Preliminary Design by the BAC, including contingency fees for Phase 1, if applicable.

Payment 3: 35% due within thirty (30) days of approval of Fabrication and Installation Plans, including contingency fees for Phase 2, if applicable.

Payment 4: 15% due within thirty (30) days of completion of Fabrication and confirmation that work is ready to install, including contingency fees on Phase 3, if applicable.

Payment 5: 5% due within thirty (30) days of completion of Delivery and Installation and acceptance by the BAC. Any outstanding contingencies are also due at this time.

EXHIBIT B
DESIGN DELIVERABLES

[To be Provided]

EXHIBIT C
FABRICATION PLANS

[To be Provided]

EXHIBIT D
INSTALLATION PLANS

[To be Provided]

SAMPLE

Appendix iii

STANDARD CONTRACT DOCUMENT

CITY OF BOSTON

(FORM CM 10)

CONTRACT ID:

Contractor Legal Name: (and d/b/a):	City Department Name: Department Head:
Contractor Address:	Mailing Address:
Contractor Vendor ID:	Billing Address (if different):

ACCOUNT	FUND	DEPT ID	PROGRAM	CLASS	PROJECT	BUD REF	FUNCTION	AMOUNT
								$
								$
								$
								$
								$

Contract Details

Description/Scope of Services: (Attach supporting documentation)

Begin Date: End Date:

Rate: $ Not to Exceed Amount: $

(Attach details of all rates, units, and charges)

Contract Signatures

AUDITOR	CONTRACTOR	AWARDING AUTHORITY/OFFICIAL
APPROVED AS TO AVAILABILITY OF APPROPRIATION OR PURSUANT TO ARTICLE 12.2 OF THE GENERAL CONDITIONS	AGREES TO PROVIDE THE GOODS OR SERVICES AS INDICATED IN ACCORDANCE WITH THESE CONTRACT DOCUMENTS.	ATTACH APPROVED LETTER OF AWARD AND OTHER REQUIRED DOCUMENTS.
IN THE AMOUNT OF $		
	SIGNATURE	SIGNATURE
SIGNATURE	TITLE	DATE
DATE	DATE	

SAMPLE

Approved as to form by Corporation Counsel September 2017

No payment will be made until the executed contract is filed with the Auditing Department

(Form CM 11)

CITY OF BOSTON

STANDARD CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- DEFINITION OF TERMS:
1.1 The following terms in these Contract Documents shall be construed as follows:
1.1.1 "City" shall mean the City of Boston, Massachusetts.
1.1.2 "Contract" and "Contract Documents" shall include, in the following hierarchy of document precedence, as applicable: the City's Standard Contract Document; these Standard Contract General Conditions; the Invitations for Bids, Requests for Proposals, or other solicitations; the Contractor's responses including Contractor Certifications and Applications, excluding any language stricken by City as unacceptable and including any negotiated statements of work contemplated by the solicitation; and Performance Bonds, which documents are incorporated herein by reference.
1.1.3 "Contractor" shall mean the individual, partnership, corporation or other entity to which this Contract is awarded.
1.1.4 "Official" shall mean the awarding authority/officer acting on behalf of the City in the execution of the Contract.

ARTICLE 2 -- PERFORMANCE:
2.1 The Contractor shall conform to all determinations and directions, in accordance with provisions of this Contract, of the Official concerning all questions which may arise relating to the performance of services under this Contract.
2.2 The Contractor shall, upon written request of the Official, remove from City premises and replace all individuals in the Contractor's employ whom the Official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this Contract.
2.3 City is entitled to ownership and possession of all deliverables purchased or developed with Contract funds. All work papers, reports, questionnaires and other written materials prepared or collected by the Contractor in the course of completing the work to be performed under this Contract shall at all times be the exclusive property of the City. The Contractor shall not use such materials for any purposes other than the purpose of this Contract without the prior written consent of the Official. All Contractor proprietary rights shall be detailed in the Contract Documents.
2.4 Prior to beginning performance under this Contract, Contractor must receive a Purchase Order from City.

ARTICLE 3 -- ACCEPTANCE OF GOODS OR SERVICES:
3.1 Performance under this Contract shall include services rendered, obligations due, costs incurred, goods and deliverables provided and accepted by City. The City shall have a reasonable opportunity to inspect all goods and deliverables, services performed by, and work product of the Contractor, and accept or reject such goods, deliverables, services, or work product.

ARTICLE 4 -- TIME:
4.1 It is understood and agreed that Contractor's performance shall be timely and meet or exceed industry standards for the performance required.

ARTICLE 5 -- COMPENSATION:
5.1 The Contractor may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, services, labor and expenses for which compensation is due and requesting payment for goods received or services rendered by the Contractor during the period covered by the invoice.
5.2 Thereupon the Official shall estimate the value of goods or services accepted by the City in accordance with the specific terms and conditions of a Contract, and City shall pay to the Contractor such amount less sums retained under the provisions of Article 8 of these General Conditions.
5.3 The City shall pay in full and complete compensation for goods received and accepted and services performed and accepted under this Contract in an amount not to exceed the amount shown on the face of this Contract paid in accordance with the rate indicated or in accordance with a prescribed schedule. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the City from all claims, liabilities or other obligations relating to the performance of a Contract.
5.4 In the event that this Contract provides for reimbursement by the City to the Contractor for travel or other expenses, the Contractor shall submit such proposed expenses to the Official for approval prior to the incurrence of such expenses, unless the Contract specifically provides otherwise, and all travel reimbursement shall be consistent with the City's Travel Policies and Procedures.
5.5 The Contractor shall furnish such information, estimate or vouchers relating to the goods or services or to documentation of labor or expenses as may be requested by the Official.

ARTICLE 6 -- RELATIONSHIP WITH THE CITY
6.1 The Contractor is retained solely for the purposes of and to the extent set forth in this Contract. Contractor's relationship to the City during the term of this Contract shall be that of an independent Contractor. The Contractor shall have no capacity to involve the City in any contract nor to incur any liability on the part of the City. The Contractor, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Contractor shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The City shall not be liable for any personal injury to or death of the Contractor, its agents or employees.
6.2 Unless all the terms and conditions for the delivery or provision of goods or services by the Contractor to the City specified by this Contract are expressly set forth in a writing incorporated herein by reference, such delivery of goods or services shall require written approval of or direction by the Official prior to the incurrence of any liability by the City. The City has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract.
6.3 All alterations or additions, material or otherwise, to the terms and conditions of this Contract must be in writing and signed by the Official and Contractor and filed with the City Auditor. The City's Standard Contract Document and Standard Contract General Conditions shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, including contract forms, purchase orders, or invoices of the Contractor.
6.4 Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

ARTICLE 7 -- ASSUMPTION OF LOSS AND LIABILITY:
7.1 The Contractor shall pay and be exclusively responsible for all debts for labor and material contracted for by Contractor for the rental of any appliance or equipment hired by Contractor and/or for any expense incurred on account of services to be performed under this Contract.

SAMPLE

7.2 The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all goods and deliverables, until possession, ownership and full legal title to the goods and deliverables are transferred to and accepted by the City.
7.3 To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and assume the defense of the City, its officers, agents or employees, with counsel acceptable to City, which acceptance shall not be unreasonably withheld, from all liabilities, suits, claims, losses, and costs or any other damages against them or any of them arising from any act or omission of the Contractor, its agents, officers, employees, or subcontractors in any way connected with performance under this Contract.

ARTICLE 8 -- REMEDIES OF THE CITY:
8.1 If the Contractor provides goods and/or services that do not comply with Contract specifications and requirements as reasonably determined by the Official, the Official may request that the Contractor refurnish services or provide substitute goods at no additional cost to the City until approved by the Official. If the Contractor shall fail to provide satisfactory goods or services, the Official, in the alternative, may make any reasonable purchase or Contract to purchase goods or services in substitution for those due from the Contractor. The City may deduct the cost of any substitute Contract or nonperformance of services together with incidental and consequential damages from the Contract price and shall withhold such damages from sums due or to become due to the Contractor. The City otherwise retains all rights and remedies at law or in equity.
8.2 If the damages sustained by the City as determined by the Official exceed sums due or to become due, the Contractor shall pay the difference to the City upon demand.
8.3 The Contractor shall not be liable for any damages sustained by the City due to the Contractor's failure to furnish goods or services under the terms of this Contract if such failure is in fact caused by the occurrence of a contingency the nonoccurrence of which was a basic assumption under which this Contract was made, including but not necessarily limited to a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state, or municipal governmental regulation or order, provided that the Contractor has notified the Official in writing of such cause as soon as practicable.
8.4 The City may terminate this Contract for cause if the Contractor has breached any material term or condition and has not corrected the breach within a reasonable period of time after written notice from the City identifying the breach. This Contract may be terminated at any time for the convenience of the City at the option of the Official by delivering or mailing to the Contractor at the Contractor's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination shall be effective. In the event of such termination for convenience, the Contractor shall be compensated for services rendered to the effective date of said termination in accordance with the rates of compensation specified in this Contract. The parties agree that if City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

ARTICLE 9 -- REMEDIES OF CONTRACTOR:
9.1 If damages, other than loss on nonconforming services or on services not performed, are actually sustained by the Contractor due to any act or material omission for which the City is legally responsible, the City may allow a sum equal to the amount of such damages sustained by the Contractor as determined by the Official in writing, provided the Contractor shall have delivered to the Official a detailed written statement of such damages and cause thereof within thirty (30) days after the act or material omission by the City.

ARTICLE 10 -- PROHIBITION AGAINST ASSIGNMENT:
10.1 The Contractor shall not assign, delegate, subcontract or in any way transfer any interest in this Contract without prior written consent of the Official.

ARTICLE 11 -- COMPLIANCE WITH LAWS AND PUBLIC POLICY:
11.1 This Contract is made subject to all laws of the Commonwealth of Massachusetts. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.
11.2 The Contractor shall provide, at its sole expense, all necessary licenses, permits or other authorizations required by the City, the Commonwealth of Massachusetts or any other governmental agency with proper jurisdiction.
11.3 The Contractor shall where applicable take out and maintain during the term of this Contract such Worker's Compensation insurance as may be reasonably necessary to protect the Contractor from claims under General Laws c. 152 (the Worker's Compensation Law). The Contractor shall at all times maintain professional, liability, and other appropriate insurance as required by the solicitation or as otherwise required by City, but in no event less than the amount and type of insurance coverage sufficient to cover the performance.
11.4 The Contractor agrees and shall require any subcontractor to agree not to discriminate in connection with the performance of work under the Contract against any employee or applicant for employment because of sex, race, color, sexual orientation, gender identity or expression, marital status, parental status, ex-offender status, prior psychiatric treatment, military status, religious creed, disability, national origin, ancestry, source of income, or age, unless based upon a legally permissible and bona fide occupational qualification. The Contractor agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided by the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.
11.5 The Contractor's attention is called to General Laws c. 268A (the Conflict of Interest Law). The Contractor shall not act in collusion with any City officer, agent, or employee, nor shall the Contractor make gifts regarding this Contract or any other matter in which the City has a direct and substantial interest.
11.6 The Contractor shall keep himself fully informed of all City Ordinances and Regulations, and State and Federal laws, which in any manner affect the work herein specified. The Contractor shall at all times observe and comply with said ordinances, regulations or laws, and shall defend, hold harmless, and indemnify the City, its officers, agents and employees against any claim or liability arising from or based on the violations of such ordinances, regulations or laws, caused by the negligent actions or omissions of the Contractor, its agents, or employees.
11.7 In furtherance of the Mayor's Executive Order "Minority and Women Business Enterprise Development" dated December 31, 1987 and the Ordinance entitled "Promoting Minority and Women Owned Business Enterprises in the City of Boston" (City of Boston, Chapter IV, Section 4-4), it is understood and agreed by the Contractor, and the Contractor by the execution of this Contract so certifies, as follows: (1) That the Contractor shall actively solicit bids for the subcontracting of goods and services from certified minority and women businesses; (2) That in reviewing substantially equal proposals the Contractor shall give additional consideration to the award of subcontracts to certified minority and women bidders.
11.8 The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the U.S. government, the Commonwealth of Massachusetts, or any of its subdivisions.
11.9 The Contractor certifies that neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract; or certifies that it has provided copies of any and all of the above to the Official prior to the date of the Contract and

SAMPLE

any required wage bond or insurance; and certifies that while the Contract is in effect, it will report any instance of the above to the Official within five (5) days of Contractor's receipt. The Contractor agrees and shall require any subcontractor to post in conspicuous places notices to be provided by the City, informing employees of the protections of applicable local, state, and federal law.

11.10 Contractor agrees that they shall comply fully with all state and federal laws and regulations regarding human trafficking and forced labor. Failure to do so will be considered a breach of this Contract.

11.11 If applicable, as determined by the Massachusetts Department of Labor Standards, the Contractor shall comply with the Massachusetts Prevailing Wage Law (M.G.L. c. 149, s.26, -27H) for public works projects, which establishes minimum wage rates for workers on such projects. The Contractor shall comply and shall cause its subcontractors to comply with M.G.L. c. 149, s. 27B, which requires that a true and accurate record be kept of all persons employed on a project for which the prevailing wage rates are required. The Contractor shall, and shall cause its subcontractors to, submit weekly copies of their weekly payroll records to the City, to the extent the Prevailing Wage Law is applicable.

ARTICLE 12 -- AVAILABLE APPROPRIATION:

12.1 This Contract and payments hereunder are subject to the availability of an appropriation therefor. Any oral or written representations, commitments, or assurances made by the Official or any other City representatives are not binding. Contractors should verify funding prior to beginning performance.

12.2 If the Contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws c. 44, s.53A.

12.3 When the amount of the City Auditor's certification of available funds is less than the face amount of the Contract, the City shall not be liable for any claims or requests for payment by the Contractor which would cause total claims or payments under this Contract to exceed the amount so certified.

12.4 Unless otherwise expressly provided in a writing incorporated herein by reference, the amount certified by the City Auditor as available funds under this Contract may be increased or decreased by the Official with the written approval of such change by the City Auditor. In the event of any decrease in the amount certified, the Contractor shall be compensated for services rendered to the effective date of such reduction, in accordance with the rates of compensation specified in this Contract.

ARTICLE 13 -- RELEASE OF CITY ON FINAL PAYMENT:

13.1 Acceptance by the Contractor of payment from the City for final services under this Contract shall be deemed to release forever the City from all claims and liabilities, except those which the Contractor notifies the Official in writing within six (6) months after such payment.

ARTICLE 14 -- PUBLIC RECORDS AND ACCESS

14.1 The Contractor shall provide full access to records related to performance and compliance to the City for seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor cannot claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

ARTICLE 15 -- STATE TAXATION CERTIFICATION:

15.1 Pursuant to M.G.L. c. 62C, s. 49A, the Contractor certifies under penalties of perjury, that to the best of Contractor's knowledge and belief, Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

ARTICLE 16 -- MONIES OWED TO THE CITY:

16.1 Pursuant to M.G.L. c. 60, s. 93, the Contractor agrees that the Collector/Treasurer of the City of Boston may withhold from amounts owing and payable to the Contractor under this Contract any sums owed to any department or agency of the City of Boston which remain wholly or partially unpaid. This shall include but not be limited to unpaid taxes and assessments, police details, and any other fees and charges until such sums owed have been paid in full, and the Collector/Treasurer may apply any amount owing and payable to the Contractor to satisfy any monies owed to the City.

ARTICLE 17 -- BID COLLUSION:

17.1 The Contractor certifies under penalties of perjury that his/her bid or proposal has been made and submitted in good faith and without collusion, fraud, or unfair trade practice with any other person. As used in this article, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. Any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

ARTICLE 18 -- FORUM AND CHOICE OF LAW:

18.1 Any actions arising out of this Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Boston, Massachusetts which shall have exclusive jurisdiction thereof.

SAMPLE

(FORM CM-09)

CITY OF BOSTON
CONTRACTOR CERTIFICATION

To the Official, acting in the name and on behalf of the City of Boston

A. The undersigned agrees to furnish all labor and materials and to perform all work required for:

_____

_____

_____

in accordance with the terms of the accompanying contract documents.

B. The Contractor is a/an:

_____

(Individual-Partnership-Corporation-Joint Venture-Trust)

_____

1. If the Contractor is a Partnership, state name and address of all partners:

_____

_____

_____

2. If the Contractor 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)

SAMPLE

3. If the Contractor is a Joint Venture, state the name and business address of each person, firm or company that is party to the joint venture:

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

4. If the Contractor is a Trust, state the name and address of all Trustees:

The trust document(s) are on file at _____ _____, and will be delivered to the Official on request.

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

6. The Taxpayer Identification Number* of the contractor (the number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941) is:

*If individual, use Social Security Number _____

7. City of Boston Ordinance, Chapter IV, § 4-8 requires City Contractors to safeguard unprotected pedestrians, cyclists, and motorcyclists by installing side under-ride guards, convex blind spot mirrors, cross-over mirrors, and appropriate warning signage on all large vehicles used within the City of Boston in connection with a City

SAMPLE

Contract. Large vehicles are those with a gross weight exceeding 10,000 lbs., a trailer with an unladen mass exceeding 10,000 lbs., or a semi-trailer with a gross weight exceeding 26,000 lbs. Contractors are required to have such large vehicles inspected by the City prior to starting work on a City of Boston Contract. Additional details may be found at www.cityofboston.gov/procurement.

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

Contractor: _____

By: _____
(Sign Here)

Title: _____

Business Address: _____
(Street)

_____
(City, State and Zip Code)

SAMPLE

NOTE: This statement must bear the signature of the contractor.

If the Contractor is an individual doing business under a name other than his own name this statement must so state, giving the address of the individual.

If the Contractor is a partnership this statement must be signed by a general partner designated as such. If the Contractor is a corporation, trust or joint venture this statement must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.

APPROVED AS TO FORM BY CORPORATION COUNSEL AUGUST 2015
THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY

(PUB AUG 2015)

CM FORM 15A

CORI COMPLIANCE

The City of Boston is subject to City of Boston Code, Chapter 4, section 7, which is intended to ensure that persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of person with criminal backgrounds through the CORI system. Vendors entering into contracts with the City must affirm that their policies regarding CORI information are consistent with the standards set by the City of Boston.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of City of Boston Code, Chapter 4, section 7, as currently in effect. **All Vendors must check one of the three lines below.**

1. ☐ CORI checks are not performed on any Applicants.

2. ☐ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policy is consistent with the standards set forth on the attached CM Form 15B.

3. ☐ CORI checks are performed on some or all Applicants. The Vendor's CORI policy is not consistent with the standards set forth on the attached CM Form 15B (a copy of the Vendor's written CORI policy must accompany this form).

SAMPLE

(Typed or printed name of person signing quotation, bid or proposal)

Signature

(Name of Business)

NOTE:
The Awarding Authority may grant a waiver of CBC 4-7.3 under exigent circumstance on a contract by contract basis.

Instructions for Completing CM Form 15B:
A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant.
A Vendor who checks Lines 2 certifies that the Vendor's CORI policy conforms to the standards set forth in CM Form 15B. A Vendor with a CORI policy that does NOT conform to the standards set forth on CM Form 15B must check Line 3. Vendors who check Line 3 will not be permitted to enter into contracts with the City, absent a waiver, as provided for in CBC 4-7.4. For any waiver to be granted, a completed CM Form 15C must be completed by the awarding authority and attached hereto.

APPROVED AS TO FORM BY CORPORATION COUNSEL MAY 9, 2006
(PUB 2012)

CM FORM 16

WAGE THEFT PREVENTION

The City of Boston has established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

CERTIFICATION

The undersigned certifies under penalties of perjury that the vendor is in compliance with the provisions of the Executive Order titled "Establishing Requirements for City Contracts in an Effort to Prevent Wage Theft," as currently in effect. **All Vendors must certify the following:**

1. ☐ Neither this firm nor any subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission.

2. ☐ This firm, or a subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

3. Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act imposed while any bid/proposal is pending and, if awarded a contract, during the term of the contract, will be reported to the Official within five (5) days of receiving notice.

4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c149, c151, or the Fair Labor Standards Act within three (3) years prior to the date of this bid/proposal, or during the term of the contract and through the contract term shall furnish their monthly certified payrolls to the Official for all employees working on such contract and may be required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or

SAMPLE

federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of the Order and applicable local, state, and federal law will be posted in conspicuous places.

(Typed or printed name of person signing quotation, bid or proposal)	Signature

(Name of Business)

SAMPLE

Instructions for Completing CM Form 16:

A vendor must check box 1 or box 2 as applicable and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary.

Pursuant to the above mentioned Executive Order, vendors who have been awarded a contract with the City of Boston must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, c. 151, and the Fair Labor Standards Act in conspicuous places. This notice can be found at:

http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf

(Form LW-2)
(2/19)

CITY OF BOSTON
JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5236

COVERED VENDORS LIVING WAGE AGREEMENT

At the same time the City of Boston awards a service contract through a bid, a request for proposal or an unadvertised contract, the Covered Vendor must complete this form and submit it to the City, agreeing to the following conditions. In addition, any subcontractor of the Covered Vendor shall complete this form and submit it to the City at the time the subcontract is executed, also agreeing to the following conditions:

Part 1: Covered Vendor (or Subcontractor) Information:

Name of vendor: _____

Local contact person: _____

Company address_____
Street City Zip/State

Telephone #: _____ E-Mail:_____

Part 2: Workforce Profile of Covered Employees Paid by the Service Contract or Subcontract:

A. List all Covered Employees' job titles with wage ranges (Use additional sheets of paper if necessary): Identify number of covered employees in each wage range. **Remember, Covered Employees are only those employees that expend work hours on the contract.**

JOB TITLE	< $15.31/hr	$15.31/hr-$17.50/hr	$17.51/hr-$20.00/hr	> $20.01/hr

SAMPLE

B. Total number of Covered Employees: _____

C. Number of Covered Employees who are Boston residents: _____

D. Number of Covered Employees who are minorities: _____

E. Number of Covered Employees who are women: _____

Part 3: Covered Vendor's Past Efforts and Future Goals *(Use additional sheets of paper if necessary in answering any of these questions)**:***

Describe your past efforts and future goals to hire low and moderate income Boston residents:

_____
_____
_____
_____
_____

Describe your past efforts and future goals to train Covered Employees:

_____
_____
_____
_____
_____

Describe the potential for advancement and raises for Covered Employees:

_____
_____
_____
_____
_____

What is the net increase and decrease in number of jobs or number of jobs maintained by classification that will result from the awarding of the service contract:

_____
_____
_____
_____
_____

SAMPLE

Part 4: Subcontracts:

List all service subcontracts either awarded or that will be awarded to vendors with funds from the service contract:

SUBCONTRACTOR	**ADDRESS**	**AMOUNT OF SUBCONTRACT**

NOTE: Any Covered Vendor awarded a service contract **must notify** the contracting department and the Living Wage Division within three (3) working days of signing a service subcontract with a vendor.

IMPORTANT: Please print in ink or type all required information. Assistance in completing this form may be obtained by calling the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.

Part 5: The following statement must be completed and signed by an authorized owner, officer or manager of the Covered Vendor. The signature of an attorney representing the Covered Vendor is **not** sufficient:

I, _____ *(authorized representative of the Covered Vendor)* on behalf of _____ *(name of Covered Vendor)* hereby state that the above-named Covered Vendor is committed to pay all Covered Employees not less than the Living Wage, subject to adjustment each July 1, and to comply with the provisions of the Boston Jobs and Living Wage Ordinance.

I swear/affirm that the information which I am providing on behalf of Covered Vendor on this *Covered Vendor Agreement* is true and within my own personal knowledge. I understand that I am signing under the pains and penalties of perjury.

_____ _____

Signature Date

_____

Position with Covered Vendor

SAMPLE

Form LW-8 (2/19)

CITY OF BOSTON
JOBS AND LIVING WAGE ORDINANCE

THE LIVING WAGE DIVISION ● (617) 918-5236

VENDORS LIVING WAGE AFFIDAVIT

Any for-profit or not-for-profit vendor who employs at least 25 full-time equivalents (FTEs) and who has been awarded a service contract of $25,000 or more from the City of Boston must comply with the provisions of the Boston Jobs and Living Wage Ordinance which requires any such vendors to pay at least the **living wage which is $15.31 per hour** to any employee who directly expends his or her time on the services set out in the contract. All subcontractors whose subcontracts are at least $25,000 are also required to pay the living wage.

If you are bidding on or negotiating a service contract that meets the above criteria, you should submit this affidavit prior to the awarding of the contract. If you believe that you are exempt from the Living Wage Ordinance, complete Section 4: Exemption from Boston Jobs and Living Wage Ordinance, or if you are requesting a general waiver, please complete Section 5: General Waiver Reason(s).

WARNING: **No service contract will be executed until this affidavit is completed, signed and submitted to the contracting department**

IMPORTANT: *Please print in ink or type all required information. Assistance in completing this form may be obtained by calling or visiting the Living Wage Administrator, the Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, or your contracting department.*

SAMPLE

Part 1: VENDOR INFORMATION:

Name of vendor: _____

Contact person: _____

Vendor address:_____
Street City State/Zip code

Telephone #: _____ E-Mail: _____

Part 2: CONTRACT INFORMATION:

Name of the program or project under which the contract or subcontract is being awarded:
_____

Contracting City of Boston department:_____

Start date of contract: _____ End date of contract: _____

Length of contract: ☐ 1 year ☐ 2 years ☐ 3 years ☐ Other: _____ (years)

PART 3: ADDITIONAL INFORMATION

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one:*

   ☐ For profit ☐ Not for profit

2. Total number of "FTE" employees which you employ company-wide (full time + combined part-time employees) (Example: 24 full-time staff + 2 part-time staff working 20 hours a week = 25 FTEs.)

   _____

3. Total number of individual employees who will be assigned to work on the above-stated contract:

   _____

4. Do you anticipate hiring any additional employees to perform the work of the service contract?

   ☐ Yes ☐ No

   If yes, how many additional FTEs do you plan to hire? _____

PART 4: EXEMPTION FROM BOSTON JOBS AND LIVING WAGE ORDINANCE

Any vendor who qualifies may request an exemption from the provisions of the Boston Jobs and Living Wage Ordinance by completing the following:

I hereby request an exemption from the Boston Jobs and Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this application to prove that you are exempt from the Boston Jobs and Living Wage Ordinance. Please check the appropriate box(es) below:

☐ The construction contract awarded by the City of Boston is subject to the state prevailing wage law; or

☐ Assistance or contracts awarded to youth programs, provided that the contract is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; or

☐ Assistance or contracts awarded to work-study or cooperative educational programs, provided that the Assistance or contract is for stipends to students in the programs; or

☐ Assistance and contracts awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City-funded positions.

Please give a full statement describing in detail the reasons you are exempt from the Boston Jobs and Living Wage Ordinance (attach additional sheets if necessary):

_____

_____

_____

SAMPLE

PART 5. GENERAL WAIVER REASON(S)

I hereby request a general waiver from the Boston Jobs and Living Wage Ordinance. The application of the Boston Jobs and Living Wage Ordinance to my contract violates the following state or federal statutory, regulatory or constitutional provision(s):

State the specific state or federal statutory, regulatory or constitutional provision(s), which makes compliance with the Boston Jobs and Living Wage Ordinance unlawful:

_____

_____

_____

GENERAL WAIVER ATTACHMENTS:

Please attach a copy of the conflicting statutory, regulatory or constitutional provision(s) that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision(s) makes compliance with the Boston Jobs and Living Wage Ordinance unlawful (attach additional sheets if necessary):

_____

_____

_____

PART 6: VENDOR AFFIDAVIT:

I _____ a principal officer of the covered vendor certify and swear/affirm that the information provided on this **Vendors Living Wage Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

TITLE: _____

SAMPLE

Appendix v- Insurance Requirements

The City of Boston requires insurance coverage in place for contractors to protect both the City and the contractor. The Contractor shall maintain during the term of the Contract, at his expense, all insurance required by the applicable laws of the Commonwealth of Massachusetts and insurance required in this section. Insurance will be issued by licensed insurance companies with a current Best's rating of A- VII or above. Evidence of insurance requirements will be provided on Acord Form 25 Insurance Certificates after being awarded the contract, with renewal certificates delivered 30 days prior to the expiration of the preceding policy. These requirements shall not be construed to limit the liability of the Contractor or its insurers.

The amounts and types of insurance required may be modified by the City if it is determined they do not provide adequate coverage. The minimum insurance requirements are:

- **Commercial General Liability** for Bodily Injury and Property Damage, on an Occurrence Form, naming the City of Boston as Additional Insured, including Premises/Operations, Products/Completed Operations Liability, Contractual, Broad Form Property Damage, and Personal/Advertising Injury for one million ($1,000,000) per occurrence and two million ($2,000,000) annual aggregate limit per project per location.
- **Workmen's Compensation insurance** as required under General Laws c.152 (the Workmen's Compensation Law) and including employer's liability limits of one million ($1,000,000) per accident and per employee for the disease. *This type of insurance is not required if the contractor will only use volunteers or casual employees in the contract and will hold the City harmless for any personal injuries.*
- **Automotive liability insurance** to cover the artist while traveling and transporting materials be traveling to and from the site, if required the City will mandates a automotive liability coverage for $250,000/accident for property damage, $250,000/per person, $500,000/ accident for bodily injury for any vehicle used in performance of Contract including but not limited to personal transportation.

The City's general conditions for Insurance are:

- The City of Boston will be named as Additional Insured on all policies except Workers' Compensation and Employer's Liability.
- Above insurance shall be primary and noncontributory over any such insurance available to the City of Boston, its officials, employees, and volunteers.
- Waiver of Subrogation will be included as respects all coverages listed above in favor of the City of Boston.
- All policies will be endorsed to provide thirty days written notice to the certificate holder, the City of Boston, in the event of cancellation, non-renewal or material changes in coverage.