



## **Request for Proposals**

***Adaptive Reuse of the Men's Comfort Station***

***Boston Common, Boston, MA***

**September 2010**

**Boston Parks and Recreation Department**

**Thomas M. Menino, Mayor**

**Antonia M. Pollak, Commissioner**

Electronic copy and forms available at:

[http://www.cityofboston.gov/parks/design\\_con/bidsandproposals3.asp](http://www.cityofboston.gov/parks/design_con/bidsandproposals3.asp)



## LEASE PROGRAM GUIDELINES

In 2009, the Boston Parks and Recreation Department adopted a program to protect and preserve long vacant park buildings in parks by adapting them for new uses. The model is a 15 year old state Department of Conservation and Recreation initiative called the Historic Curatorship Program. The program creates a public private partnership where the public agency works with a private partner (the "Curator") who agrees to rehabilitate, manage and maintain a historic property in return for a long-term lease.

Like the state's program, the Curators will be encouraged to apply through an open and competitive process and proposed reuses must be compatible with the historic and natural character of the park. In addition, the City is seeking reuse proposals that serve park users and draw new visitors into the parks. The program presents unique opportunities to reach the public from wonderful historic structures within city parks.

For each property in the program, the Boston Parks and Recreation Department shall:

1. Develop a Request for Proposals (RFP) that includes:
  - Summary of the Process
  - Property Information
  - RFP Requirements
  - Proposal Submittal Forms
  - Evaluation and Selection Criteria
2. Post the RFP on the Department's website;
3. Issue a press release announcing the RFP;
4. Advertise the RFP in area newspapers;
5. Provide a link to the RFP to parks and local business development groups upon request

Goals and expectations of the reuse program include:

- The scope and nature of the reuse project supports public use and enjoyment of the park while providing public benefit to the City of Boston.
- The Proposer has the experience, understanding, and capacity to renovate a historic building and operate it in a way that is compatible with its historic park setting.
- The Proposer has the financial resources and business experience to undertake the project.

We welcome public comment on the procedures and guidelines to be contained in the lease agreement. Deadline for public comment shall be November 12<sup>th</sup>, 2010. Direct comments to:

**Liza Meyer**  
**Boston Parks and Recreation Department**  
**1010 Massachusetts Ave, 3<sup>rd</sup> Floor**  
**Boston, MA 02118**  
[Liza.Meyer@cityofboston.gov](mailto:Liza.Meyer@cityofboston.gov)

Deadline for RFP responses is December 13<sup>th</sup>, 2010.

*The Boston Parks and Recreation Department has modeled this program on the Massachusetts Department of Conservation and Recreation's Historic Curatorship program and would like to thank the DCR and its staff for their generosity in sharing their experience and materials.*



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CITY OF BOSTON**

**PARKS AND RECREATION DEPARTMENT**

**NOTICE TO DEVELOPERS AND BUSINESS OWNERS**

**INVITATION FOR REQUEST FOR PROPOSALS**

NOTE: For information specific to this particular project, please contact, Liza Meyer @ 617-961-3014

The Boston Parks and Recreation Department, acting through its Commissioner, is requesting proposals for the adaptive reuse of the Men's Comfort Station on the Boston Common. Boston Parks is seeking proposals that provide public benefit and complement park management and programming through renovation and reuse of the building.

The Request For Proposals will be available for pick up (no mailings will be sent) from Boston Parks and Recreation Department, 1010 Massachusetts Avenue, 3<sup>rd</sup> Floor, Boston, MA 02118. It will also be available for download from the City of Boston website at:

[http://www.cityofboston.gov/parks/design\\_con/bidsandproposals3.asp](http://www.cityofboston.gov/parks/design_con/bidsandproposals3.asp)

For further information, please call Liza Meyer, Project Manager for Historic Parks, at 617-961-3014, and refer to this advertisement. The Request For Proposals will be available for pick up as of September 20th, 2010 and must be returned no later than 2:00 P.M. on December 13th, 2010.

**CITY OF BOSTON  
PARKS AND RECREATION DEPARTMENT,**

**ANTONIA M. POLLAK,  
Commissioner**

(Sept. 20 & Sept. 27)



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# **Request for Proposals: Boston Common Men's Comfort Station**

## **Part I - Overview**

### **A. Overview / Partnership**

The last remaining underutilized structure on the Boston Common is a former Men's Comfort Station. The Boston Parks Department (BPRD), under the guidance of Mayor Thomas M. Menino, is interested in developing a reuse plan for this building.

BPRD presents this Request for Proposals (RFP) in the solicitation of adaptive reuse proposals for the Men's Comfort Station. The Boston Common, to which this building is a contributing element, is on the National Register of Historic Places with the other parks of Boston's Emerald Necklace, as well as a City of Boston Landmark.

BPRD is seeking proposals for the building's reuse that provide a public benefit and complement park management and programming. If a compatible use can be identified, BPRD could grant a lease to a tenant who would restore the building for this use, provide public benefit, and enhance the Boston Common. Legislation now allows the City of Boston to enter into an extended lease term with an approved tenant.

### **B. Modeled on the DCR Historic Curatorship Program**

BPRD is modeling this reuse effort on an existing program run by the State's Department of Conservation and Recreation (DCR) called the Historic Curatorship Program. The Historic Curatorship Program began in 1994, establishing long term leases between private parties and the state to help rehabilitate and maintain historic properties on state lands. Private parties present their reuse idea, pro forma, and lease term requirements to the state through an RFP process, and the State selects the most appropriate and favorable lessee from the RFP respondents. The building remains in public ownership and all improvements to the building become the property of the Owner.

### **C. How it works: Rehabilitate and reuse for lease**

Under this arrangement, BPRD will enter into a long term lease with a tenant who provides rehabilitation and maintenance of the Men's Comfort Station in return for a long term lease under which to operate a business on the Boston Common. The rehabilitation of the building must be performed to the standards of the Boston Parks Department and the Boston Landmarks Commission, and must comply with all State and City building codes and requirements. The new use of the building must be compatible with the mission of the Boston Parks and Recreation Department and the context of the park.

### **D. Summary of the Process**

The purpose of this RFP is to identify a tenant that:

- Is committed to the rehabilitation, management and maintenance of the Men's Comfort Station building on the Boston Common
- Understands and accepts the unique challenges of leasing a property in the middle of a city park with local and national historic significance
- Appreciates the historic value of the building and its setting
- Offers a building use that's compatible with the parkland and helps activate the space
- Offers a business plan that's financially favorable to the city.

Proposals must be received by the Boston Parks and Recreation Department at the address specified in this RFP no later than **2 pm on December 13<sup>th</sup>, 2010**. Refer to Part IV of this RFP for submission requirements.

For any questions about this RFP, please contact:

Liza Meyer  
Project Manager  
Boston Parks and Recreation Department  
1010 Massachusetts Ave. 3<sup>rd</sup> Floor  
Boston, MA 02118

Following the release of the RFP, the selection process should take a maximum of 18 weeks. Interested parties will have 12 weeks to submit their RFP responses, and BPRD will have 4-6 weeks following the submittal deadline to review the responses and make a selection. The process will include:

- One opening of the building to allow prospective tenants to view the building. Any additional opening request will be at the discretion of the BPRD.
- Evaluation of the RFP responses by the selection team.
- Selection of a group of finalists, if appropriate, and interviews with these parties
- Final selection of tenant
- Execute Lease - not considered part of the projected 18 weeks

## **PART II – Property Information**

### **A. Project Location – The Boston Common**

Boston Common, America's oldest park, is centrally located in downtown abutting Beacon Hill, Back Bay, Midtown, Downtown, Bay Village and Chinatown. Its proximity to both commercial and residential areas of the city makes it a very popular location. Each year, according to the Greater Boston Convention and Visitor's bureau, nearly 18 million people visit the city. Three million people walk Boston's "Freedom Trail" every year which begins at the Boston Common Visitor's Center. Boston's median household income is 16% higher than the median income in metropolitan areas nationwide, and the downtown Boston average household income is over \$75,000. Two colleges now consider Boston Common their front lawn. The park is close to thousands of workers in Government Center, Downtown Crossing, the Financial District and Midtown Cultural District. Downtown Crossing alone boasts over 100,000 visitors each day and offers 30 full service restaurants and 60 quick food operators. The developing "Ladder Blocks" within Downtown Crossing have many new food venues to choose from as does Beacon Hill's Charles Street and the Back Bay. All of these options are within a ½ mile radius of the Boston Common. The Common is serviced by the Red and Green lines of the MBTA, and has an on-site underground parking garage.

Boston Common encompasses 48 acres of open space in the heart of Boston. Over the years the park has changed from a passive cattle grazing area to a multi-use year round open space. These uses include:

- Freedom Trail
- Tennis Courts
- Ball Fields

- Underground Parking
- Visitor's Center with public restrooms
- Ranger Station
- 34 vending locations for food and souvenirs
- Parkman Bandstand – location of seasonal arts and cultural activities
- Brewer Fountain
- Maintenance Facility at Deer Park
- Frog Pond Spray Pool and Skating Pavilion
- Pedestrian walking paths used by visitors and commuters
- Two subway stations (Park St. and Boylston St.) with head houses
- The historic Central Burying Ground
- A historic parade ground drawing tens of thousands to permitted special events annually
- Locations for freedom of speech rallies near the State House
- Monuments and sculptures honoring many historic events
- Lawns and a significant shade canopy from 646 trees

## B. Building Summary



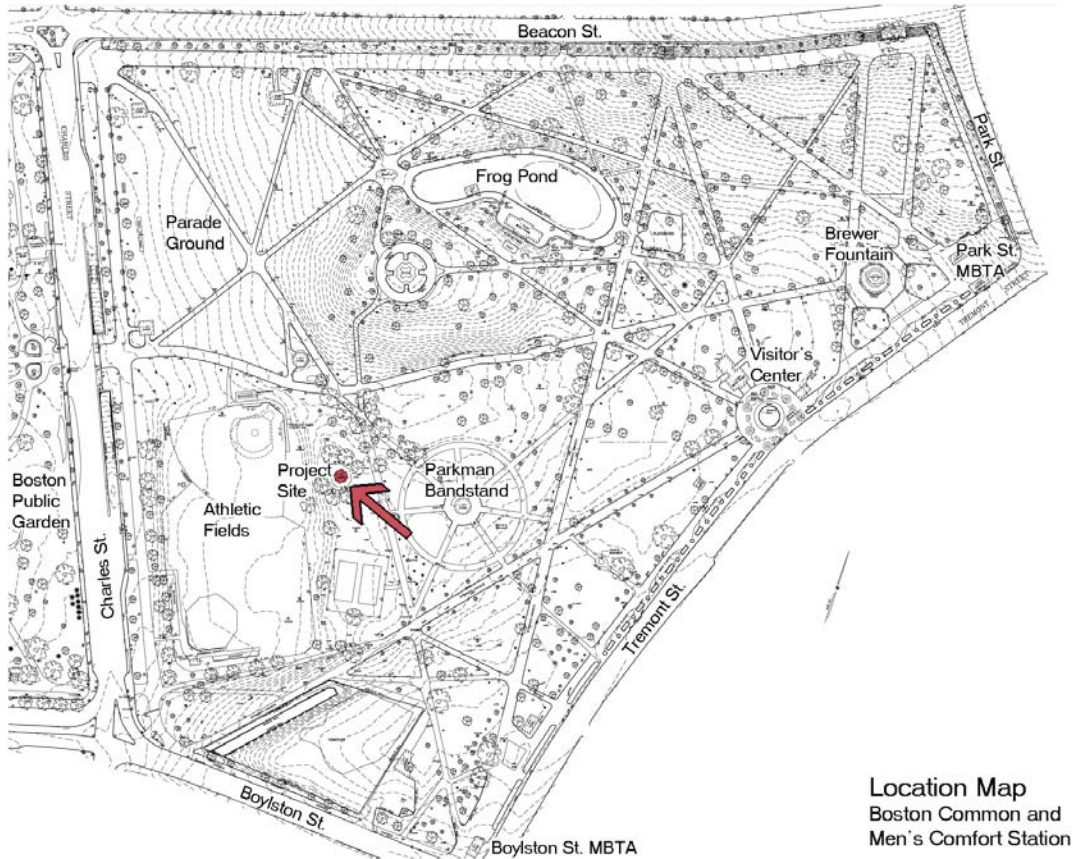
The Men's Comfort Station was built in the 1920's for use as a public toilet facility. It has been closed to the public since the 1970's. The 660 square foot building is centrally located on the Boston Common between the athletic fields, tennis courts and the Parkman Bandstand. It is a heavily trafficked, highly visible area just off the "Mayor's Walk", surrounded by mature trees. The area has minimal existing services or concessions. The Men's Comfort Station is a Boston Parks and Recreation owned building, one of nine historic structures on the Boston Common.

The building is octagonal in shape and approximately 16 feet high at the roof edge. It is a single story building with possible utility space in the basement. The basement space has not been evaluated in recent years. Basement access is currently through an at-grade vault hatch and concrete steps. The structure is made of cast stone with remnants of a glazed copper roof. There is one point of entry, four clerestory windows, and seven blind masonry panels around the building's exterior. The structure will require hazardous material abatement, exterior stabilization and renovation, and reconnection of utilities. The building still has water service, but the sewer connection does not appear to be intact. The interior of the structure requires a full renovation.

### C. Building Access during the RFP process

The building will be opened by a Parks Department official on **October 27<sup>th</sup>, 2010** from 10 am – Noon. Any requests for additional building access will be at the discretion of the Parks Department.

### D. Location



### E. Historic Context

The Boston Common has a rich history as civic open space within the heart of Boston. Its size, range of uses, and location has made it the city's most iconic green space for hundreds of years. As with any new element in the park, the reuse of the Men's Comfort Station will be approached with deference to its historic setting so that the overall integrity and experience of the park is only enhanced by the addition of a new business within its boundaries.

Because the Boston Common is a national and local Landmark protected by law and BPRD rules, there are both great opportunities and challenges in a reuse plan. The park draws thousands of visitors daily whether they are commuting to their workplace or home, enjoying lunch on the Common, attending an event, or participating in an outdoor activity. Challenges include seasonality, limited space, no immediately adjacent parking, service access, and garbage / recycling management. Because of limited space in the building, BPRD anticipates that an off site commissary and storage space will be required.

## **F. Building Rehabilitation**

Changes to the building will require review and approval by the Boston Landmarks Commission. The Report of the Boston Landmarks Commission on the potential designation of the Boston Common as a Landmark from 1977 describes the “General Standards and Criteria for Physical, Landscape or Topographical Feature(s) Designated as Landmarks” that would be applied to this building. These general standards include:

*“New architectural materials should, whenever appropriate, match the material being replaced in physical properties, design, color, texture and other visual qualities.*

*New additions or alterations to the landscape should not disrupt the essential form and integrity of the property....*

*New additions or alterations should be done in such a way that if they were to be removed in the future, the essential form and integrity of the landscape could be restored.”*

Because the building is within an historic landscape, permissible landscape alterations will be limited. Designs will be reviewed and approved by the Boston Landmarks Commission and restrictions may include: no parking, no rerouting of existing paths, no significant addition of impervious area, no removal of existing trees, no permanent dumpster facilities, no fixed year-round outdoor seating, and preservation of the existing metal fence (though reconfiguration may be possible).

To preserve this landscape, the city developed the Boston Common Management Plan which includes a comprehensive set of recommendations to guide maintenance and improvements for park buildings and structures, as well as vegetation, furnishings, pathways, and utilities.

## **G. Description of Building (full report in Appendix A)**

The Boston Public Facilities Department (PFD) commissioned a 2007 feasibility study for the building to outline the extent of work and investment required for restoration and reuse of the building. The full report is included in Appendix A.

## **H. Boundaries of Leased Area**

The area to be leased is confined to the existing building only. No portion of park property will be part of the leased area. If the tenant is interested in incorporating outdoor seating into the area, this will require permission by BPRD and the Boston Landmarks Commission. Site furnishings must be compatible with other park furniture, must be maintained by the tenant on a daily basis, and must be open and accessible to all park users – not just those who are patronizing the business establishment.



## **I. Lease Term**

Recent legislation now allows for an extended lease term for the benefit of both the lessee and the Owner. Boston Parks will offer prospective tenants a fifteen year lease term, with an option to renew for an additional five years at the end of the term if mutually agreeable.

## **J. Off-Site Storage or Commissary**

Due to the small footprint of the existing building, and the limitations on expansion, the tenant should anticipate the need for an off-site commissary or storage area.

## **K. Access**

A construction access plan must be approved by BPRD. Any changes to the existing pedestrian and / or service access paths will require approval by Boston Parks and the Boston Landmarks Commission. Improvements to the Boston Common are guided by the Boston Common Management Plan which will be made available to the selected tenant.

The tenant will not be permitted to have permanent vehicular parking on site. Service and deliveries will need to be made using pedestrian walkways in the park; proposals should take this condition into consideration when developing a reuse plan. BPRD will require that service and delivery vehicles limit their trips into the park to non-peak times. The tenant will be required to conform to the loading and unloading hours allowed for all other Boston Common vendors.

## **L. Waste Management**

The building is equally visible from all sides and is centrally located within the Boston Common. This condition will make it challenging to locate, properly manage, and service disposal and recycling facilities. Such facilities, their size, location, access, containment, and collection schedules will require review and approval.

# **PART III - RFP Requirements**

## **A. Reuse Objectives**

While the Boston Parks and Recreation Department is interested in Proposals that include food concessions, interested parties are encouraged to submit other reuse ideas, provided that the new use is compatible with the historic character and current uses of the Boston Common and with the mission of the Boston Parks and Recreation Department. Any redevelopment of the Men's Comfort Station should capitalize on its central, visible location in the Boston Common and make the best possible use of its adjacencies within the Common and beyond.

Boston Parks and Recreation is interested in leasing this building as a means to rehabilitate and preserve this structure sited prominently in this historic landscape. With its rehabilitation comes the opportunity to further activate the Boston Common and enhance the experience of park users through an attractive amenity. If the reuse of the building brings with it an opportunity for revenue to support the mission of the department, that should be clearly outlined in the proposal response. BPRD will be looking for the following conditions to be met in any reuse proposal:

1. The proposed use(s) are compatible with the mission of the Boston Parks and Recreation Department to provide clean, green, safe and accessible open spaces throughout the city.
2. The proposed use(s) are compatible with the historic urban park setting.
3. The proposed use(s) are complementary to current Boston Common activities and programs.

4. The proposed use(s) are compatible with BPRD's maintenance and management operations, and will not be a burden to these operations.
5. The proposed use(s) are complementary to the historic integrity of the park, and the building's role as a contributing element to the historic landscape.
6. The proposed use(s) are contained within the existing footprint of the building, with limited seasonal use of the adjacent landscape.
7. The proposed use(s) will not make permanent changes to the landscape.
8. The proposed use(s) will offer a public benefit(s) and a public component at the building for the citizens of Boston.
9. The proposed use(s) and/or management will provide security and public safety as a high priority.
10. The proposed use(s) and/or management will provide for the maintenance of the structure.
11. The proposed use(s) will be economically self-sustaining.
12. The proponent must be undertaken by person(s) with documented successful real estate redevelopment and business experience, in the for-profit or not-for-profit sectors, and with appropriate qualifications and/or licensure.

## **B. Lessee Requirements**

If BPRD is able to find an appropriate tenant through this RFP process, the specifics of the lease, including tenant responsibilities, will be finalized with the selected entity. The following list provides a general guide to the extent of lessee responsibilities, see Part VI "Other Terms and Conditions" for additional requirements.

## **C. Responsibilities of the Lessee**

- Survey
- Design costs
- Design approvals
- Permit Fees
- Construction costs
- Utility Costs – connections and service
- Water and Sewer – connections and service (water is already at the building)
- ADA access
- Fencing – existing fence requires repair, reuse and possible relocation
- Pathway connections per BPRD specifications and approval
- Signage - all signage must be approved by BPRD
- Site furniture – all furnishings must be approved by BPRD
- Repair and maintenance of the building – interior and exterior
- Maintenance of any permitted use areas around the building
- Property cleaning
- Lessee provides staff for the facility and pays the staff
- Trash storage and pick up – mutually agreeable to BPRD
- Access / delivery – mutually agreeable to BPRD
- Snow removal
- Pest control
- Security system as necessary
- Graffiti removal
- Taxes
- Insurance

Boston Parks and Recreation is not offering financial support for the repair, reuse or ongoing maintenance of this building. All improvements, including utility connections, will be the responsibility of the lessee. The following is a partial list of required improvements that all prospective tenants should plan to make in the building prior to occupancy:

- Electrical
- Water
- Sewer
- Gas if needed
- Phone / Data
- Building Renovation
- Deck or similar site improvement to allow for outdoor seating if desired and approved
- Walkways to building
- Site lighting
- Site Furnishings
- Fencing
- Signage
- Others as Required

#### **D. Permitting**

All designs and improvements proposed by the awarded tenant will require approval by the Boston Parks and Recreation Department. Execution of a lease with the awarded tenant does not exempt the tenant of BPRD review and approval of all park improvements and alterations during any part of the lease term. Permits and approvals are the responsibility of the lessee. BPRD will support the applicant through the permitting process. Expected permits will include, but may not be limited to, the Boston Landmarks Commission, Boston Water and Sewer Commission, and City of Boston Inspectional Services Department.

#### **E. Policies**

The following is a partial list of policies related to the lease of the building which might inform potential RFP responses:

- Year round and seasonal operation would be considered
- Product(s) for sale must be approved, and can not be changed without approval within the lease term
- No-subleasing without prior approval by BPRD
- No events without a permit
- All improvements to the building and site become property of Boston Parks and Recreation
- No advertising on exterior of building – business signage will be allowed upon approval.
- All construction work is subject to Prevailing Wage Laws

Prior to the execution of a lease, the Owner and prospective Tenant shall come to agreement on the requirements for building and site maintenance, coordination with BPRD staff, and ongoing review and approvals as necessary.



## **PART IV - Proposal Submission**

### **A. Format and Instructions**

Six (6) copies (one unbound) of the Proposal must be enclosed in a sealed envelope and submitted to Boston Parks before the time stated in this Request. The face of the envelope must show, in the lower right hand corner:

#### **Reuse Proposal Boston Common Men's Comfort Station**

Proposals should be submitted to the following address, to be received no later than the submittal date specified in Part I, Section D of this RFP package:

**Boston Parks and Recreation Department  
1010 Massachusetts Ave, 3<sup>rd</sup> Floor  
Boston, MA 02118  
Attn: Liza Meyer**

Mailed proposals must actually be received, not just postmarked, by the submission deadline. Facsimile ("fax") proposals, email proposals, and proposals submitted after the deadline will not be accepted.

Proposers are requested to examine this RFP and the accompanying Table of Contents to make sure that all the pages are included. BPRD assumes no responsibility for a proposal package submitted on the basis of an incomplete RFP package.

Proposers are expected to review all the requirements and instructions of this RFP; failure to do so will be at the Proposer's risk. Each Proposer should furnish all the information required by the RFP. BPRD reserves the right to waive formalities in any Proposal, and may, if it determines that such action is in the best interests of the City, select a Proposal which does not conform in all details with the requirements of this RFP. Likewise, BPRD reserves the right to reject any and all Proposals.

This RFP does not commit the City of Boston to enter into any disposition of real property interest; or to pay any costs, including costs associated with any studies or designs, incurred by any party in the preparation and submission of a Proposal.

Proposals will not be returned but will be retained by BPRD for the official record.

**All inquiries concerning this RFP should be directed to:**

**Liza Meyer  
Project Manager – Historic Parks  
Boston Parks and Recreation Department  
1010 Massachusetts Ave. 3<sup>rd</sup> Floor  
Boston, MA 02118  
Phone: 617.961.3014      Email: [liza.meyer@cityofboston.gov](mailto:liza.meyer@cityofboston.gov)**

Any explanation desired by a Proposer regarding the meaning or interpretation of this RFP must be submitted in writing and with sufficient time allowed for a reply to reach the Proposer prior to

the submission deadline. Verbal explanations or instructions shall not be binding by the Department.

Any information given in writing to a prospective Proposer will be furnished to all prospective Proposers as an amendment to the RFP if such information is deemed by BPRD to be necessary to Proposers in their preparation and submission of Proposals.

## **B. Addenda**

If the Boston Parks and Recreation Department issues an Addendum following the release of this RFP, all individuals who pick up an RFP package from the Parks Department offices or who download it from the City of Boston Parks and Recreation Department website will be issued the Addendum if accurate and legible contact information was supplied on the RFP forms. BPRD is not responsible for any Proposers who do not receive any Addenda due to incomplete, illegible, or inaccurate contact information provided to BPRD. Proposals that do not take into account any information provided in possible Addenda may be designated as non-responsive and may be rejected.

## **C. Proposal Requirements**

Proposals should follow the outline and supply all of the information described below, and should demonstrate the ability of the potential Lessee to undertake a challenging and complex project. Proposals should be persuasive as to their feasibility and should reflect an understanding of the historic qualities of the Boston Common. It is intended that the substance of a Proposal, as approved by the City, will be incorporated into all agreements and real property transactions which may result from the process. Please submit a cover letter with any proposal.

Proposals must include responses to all applicable sections on this RFP. Proposers may fill in the provided spaces and attach additional sheets or submit a separate document containing responses to each of the sections. If the proposer chooses the latter option, please provide responses in a similar format, under the same section headings.

1. Applicant Information
2. Statement of Qualifications
3. Reuse Concept: narrative, public benefit, sustainability, access and service to the building
4. Rehabilitation Plan Narrative and Schedule
5. Lease Term
6. Financing Plan
  - A. Narrative
  - B. Reuse Costs
7. Income Sources
8. References, bankruptcy disclosure
9. Organizational Structure
10. Statement of Tax Compliance
11. Disclosure Statement Concerning Beneficial Interest
12. Conflict of Interest
13. Anti-Discrimination
14. Certificate of Authority
15. Deposit / Bonds
16. Rent Proposal

## Section 1: Application Information

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Name

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Address

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City

State

Zip

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Email

Telephone

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Name

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Address

---

City

State

Zip

---

Email

Telephone

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Name

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Address

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City

State

Zip

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Email

Telephone

## **Section 2: Statement of Qualifications**

Please provide a statement describing past experience and qualifications for managing both the rehabilitation / construction of the building and the operation of the proposed use(s). As much as possible, this statement should reflect experiences similar to the uses and activities proposed for the property. Attach resumes for all members of the applicant team.

### **Section 3: Reuse Concept**

The “Reuse Concept” shall provide a detailed description of the total development concept for the building. The summary should provide a narrative description of the proposed improvements – including plans for year-round or seasonal operation, reuse and maintenance of the building (and adjacent site as applicable). Illustrative plans or other graphic materials may be included but are not required. Address each of the below items, either on the sheet provided or on additional sheets.

- A. Narrative Proposal Summary
- B. Public Benefit
- C. Sustainability
- D. Proposed strategies for access and service to the building

## **Section 4: Rehabilitation Plan Narrative & Schedule**

The Rehabilitation Plan should specify how the Proposer intends to carry out the rehabilitation of the building and perform the required improvements listed in Part III, C. Information should be provided in sufficient detail to allow BPRD to make an informed evaluation of the ability and willingness of the Proposer to meet the goals and requirements of the RFP.

Please use this section to address any alternative solutions to the tasks as listed, as well as any additional capital improvements that may be made to the structure / infrastructure. Make sure to describe how any additional improvements will address the historic rehabilitation standards required by BPRD and the Boston Landmarks Commission. Please include a general schedule with milestones for major improvements. A more detailed schedule will be required before lease execution.

## **Section 5: Lease Term**

BPRD is offering a 15 year lease for the building with an option to renew (if mutually agreeable) for an additional 5 years at the end of the lease term. Use this section to describe an alternative term, if applicable, and include justification for the proposed term.

## **Section 6: Financing Plan**

The Financing Plan should specify the financial prospects for implementing the proposal. All information will remain confidential. In particular, please provide the following information:

**A. Narrative Statement of Financial Capacity**

The Proposer should submit as much information as he / she believes will be useful in evaluating his / her financial reliability and past financing record. Include descriptions of guarantees and security for the performance of all obligations under the lease.

**B. Reuse Costs (Pro Forma) Information**

The purpose of this section is to help BPRD determine whether the proposed costs and improvements match the proposed investment and income. Outline estimated costs for carrying out all construction. Use a format that compares all rehabilitation and maintenance costs with all income sources and proves the financial feasibility of the proposal. For the purposes of this inquiry, please estimate costs and income over a 15 year lease term.

Estimates should include hard costs (utilities, site work, building rehabilitation, finishes, furnishings etc.) and soft costs (design services, permitting, marketing, insurance, escalation, contingencies etc.)



## **Section 7: Income Sources**

Please estimate sources and amounts of funds that are anticipated for implementation of the development concept. Separate by phases if applicable. For the purposes of this inquiry, please estimate costs and income over a 15 year lease term.

The Proposal should not presume any funding from philanthropic sources unless explicit written commitment of such income is provided.

## Section 8: References

Notice To Proposer: Failure to provide the following information will result in a non-responsive Proposal.

### A. Business References

List three or more customer or business references for whom you have provided goods and/or services, as the case may be, within the past five (5) years for work of similar character as required in this Request For Proposals. Please ask each reference listed below to submit a letter on your behalf that describes the scope, nature, and duration of the business relationship, and provides an assessment of your fulfillment of the business contract.

#### **Reference 1**

Scope of Contract: \_\_\_\_\_

Company or Entity: \_\_\_\_\_

Contact Name & Phone #: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

#### **Reference 2**

Scope of Contract: \_\_\_\_\_

Company or Entity: \_\_\_\_\_

Contact Name & Phone #: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

#### **Reference 3**

Scope of Contract: \_\_\_\_\_

Company or Entity: \_\_\_\_\_

Contact Name & Phone #: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_

**B. Bank reference(s):**

Please provide bank references which can be verified by the Department. If necessary, the proposer agrees to provide a proper authorization in order for the Department to obtain the requisite information from the bank.

Name of Bank:

Telephone No.:

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**C. Bankruptcy Disclosure:**

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## Section 9: Organizational Structure

### 1. Legal Form of Business Entity

The Proposer is a / an:

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

- If the Proposer is a **Partnership**, state name and residential address of all general and limited partners:

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- If the Proposer is a **Corporation**, please state the following:

The Corporation is incorporated in the State of: \_\_\_\_\_

President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

The Place of Business is:

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Street

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City State

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

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A copy of the Joint Venture Agreement is on file at: \_\_\_\_\_  
And will be delivered to the Official upon request.

- If the Proposer is a **Trust**, state the name and residential address of all Trustees:

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A copy of the trust documents are on file at: \_\_\_\_\_  
And will be delivered to the Official upon request.

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

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

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\* If Individual, use Social Security Number: \_\_\_\_\_

Proposer has been in business under present business name \_\_\_\_\_ years.

Has the proposer ever failed to complete any work awarded? \_\_\_\_\_  
If the answer is yes, state circumstances:

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The undersigned understands and agrees that if a contract is awarded to the proposer, that the Department may withhold from amounts owing and payable under any contract awarded to a successful proposer any and all 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 City further may apply any amounts owing and payable under any contract awarded to the successful proposer to satisfy any moneys owed to the City.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this

certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Pursuant to M.G.L. c.62C, §49A, the undersigned certifies under the penalties of perjury that to the best of his/her knowledge and belief all state tax returns have been filed and all state taxes required under law have been paid. (NOTE: The Taxpayer Identification Number will be furnished to the Massachusetts Department of Revenue to determine compliance with the above-referenced law).

The undersigned further agrees to be bound by the terms and conditions set forth specifically in this form and generally in this RFP.

Proposer: \_\_\_\_\_

By: \_\_\_\_\_  
(Sign Here)

Business Address: \_\_\_\_\_  
(Street)  
\_\_\_\_\_  
(City, State, Zip Code)

**NOTE: THIS PROPOSAL MUST BEAR THE WRITTEN SIGNATURE OF THE PROPOSER.**

**If the Proposer is an individual doing business under a name other than his own name the Proposal must so state, giving the address of the individual.**

**If the Proposer is a partnership, the Proposal must be signed by a partner designated as such.**

**If the Proposer is a corporation, trust or joint venture the Proposal must be signed by a duly authorized officer or agent of such corporation, trust or joint venture.**

**Section 10: Statement of Tax Compliance**

I hereby certify that I have files all state tax returns, have paid all taxes required by law, and have no outstanding obligations to the Commonwealth of Massachusetts, Department of Revenue.

Signed under the pains and penalties of perjury on this \_\_\_\_\_ day of 20\_\_\_\_ .

\_\_\_\_\_  
Federal Tax ID Number

\_\_\_\_\_  
Signature

**Section 11: Disclosure Statement Concerning Beneficial Interest**

I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest accurate to within one-tenth percent) in the proposed project are listed below:

NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE INTEREST</u>

ATTACH ADDITIONAL SHEETS IF NECESSARY

The undersigned also acknowledge and state that none of the above-listed individuals is an official elected to public office in the City of Boston or the Commonwealth of Massachusetts, nor is an employee of the City of Boston or Commonwealth of Massachusetts.

I hereby state, under the penalties of perjury, that the names and addresses of all the firms and personal corporations employing attorneys, real estate brokers, architects, engineers, planners, surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to this proposal are listed in above.

SIGNED under the penalties of perjury.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Section 12: Conflict of Interest**

The Proposer covenants that s/he will not employ or retain any company or person (other than a full-time bona-fide employee working for the Proposer) to solicit or secure any agreement related to this RFP, and that s/he has not / will not pay any company or person (other than such any employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon resulting from the execution of any agreements.

No member, official or employee of the City of Boston shall have any personal interest, direct or indirect, in any agreement entered into or in the lessee, nor shall any such member, official or employee participate in any decision relating to any agreements which affects his / her personal interest or the interests of any corporation, partnership, or association in which s/he is directly or indirectly interested. No member official or employee of the City of Boston shall be personally liable to the lessee or any successor in interest in the event of any default or breach by the City of Boston or for any amount which may become due to the lessee or to its successor or on any obligations under the terms of this RFP or any agreements which follow. For the purpose of this statement, employees shall be deemed to include so-called dependent consultant employees.

Date: \_\_\_\_\_ By: \_\_\_\_\_

**Section 13: Anti-Discrimination**

The proponent agrees that in the construction of the improvements and otherwise through any agreements made hereafter, it shall cause all contractors, tenants and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

Date: \_\_\_\_\_ By: \_\_\_\_\_

**Section 14: Certificate of Authority**

(For Corporations Only)

\_\_\_\_\_, \_\_\_\_\_  
(Current Date)

At a meeting of the Directors of the \_\_\_\_\_  
(Name of Corporation)

duly called and held at \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at

which a quorum was present and acting, it was VOTED, that

\_\_\_\_\_  
(Name)

the \_\_\_\_\_ of this corporation is hereby  
(Office)

authorized and empowered to make, enter into, sign, seal and deliver in behalf of this

corporation a contract for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Describe Service)

with the City of Boston, and a performance and payment bond in connection with said contract.

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

(Name)  
is the duly elected \_\_\_\_\_  
(Office)

of this corporation.

Attest:

**(Affix Corporate Seal Here)**

\_\_\_\_\_  
(Clerk) (Secretary) of the Corporation

## Section 15: Deposit / Bonds

**All proposers** are required to submit a proposal deposit by way of a certified check, treasurer's, or cashier's check, issued by a responsible bank or trust company, authorized to do business in Massachusetts and satisfactory to the Department, **payable to the City of Boston in the sum of \$5000 (Five Thousand Dollars and Zero Cents)**. Said check shall be held by BPRD until a successful proposer has been selected from the RFP responses.

**The selected tenant** will be required to maintain a performance bond in the amount of \$5000 (Five Thousand Dollars and Zero Cents), of a surety company authorized to do business in Massachusetts and satisfactory to the Department, throughout the duration of the lease term. Said bond shall be held by BPRD to guarantee the faithful performance of the contract. The City of Boston may require an increase in the amount of the bond every 5 years of the lease term if necessary. It will be discharged or released by the Official after the expiration of one year from the time of completion of the contract; provided that no claim filed under said bond is pending.

**The selected tenant**, or their contractor, shall be required to secure additional bonds prior to any construction or renovation work to occur at the building or site. All construction contracts in City of Boston parks are required to secure a performance bond in the amount of 100% of the construction cost and a payment bond in the amount of 100% of the construction cost.

## Section 16: Rent Proposal

The Boston Parks and Recreation Department shall require the tenant to pay fair market rent for use of the building on an annual basis. BPRD will provide Proposers with dollar figures for current market value and rental value for the property as an Addendum to this RFP. All individuals who pick up or download an RFP package will be issued this Addendum if their proper contact information has been provided to BPRD.

Proposers may suggest a reduction of the fair market rent based on the amount expended to rehabilitate and renovate the building. Please provide a year to year break down of rent to be paid less rehabilitation costs for the length of the proposed lease term.

NOTE: The Rent Proposal will be evaluated based on the highest "TOTAL PAYMENT" as listed below.

PROPOSER \_\_\_\_\_ FIN.# \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: BUSINESS: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

ANNUAL RENT (less estimated rehabilitation costs if applicable) to the City of Boston Parks and Recreation Department) :

	<b>Annual Rent</b>	<b>(Less Rehab Costs)</b>	<b>= Net Rent</b>
<b>YEAR 1</b>			
<b>YEAR 2</b>			
<b>YEAR 3</b>			
<b>YEAR 4</b>			
<b>YEAR 5</b>			
<b>YEAR 6</b>			
<b>YEAR 7</b>			
<b>YEAR 8</b>			
<b>YEAR 9</b>			
<b>YEAR 10</b>			
<b>YEAR 11</b>			

	<b>Annual Rent</b>	<b>(Less Rehab Costs)</b>	<b>= Net Rent</b>
<b>YEAR 12</b>			
<b>YEAR 13</b>			
<b>YEAR 14</b>			
<b>YEAR 15</b>			

**TOTAL NET RENT OVER 15 YEARS:** \_\_\_\_\_

Payments will be due on 10/31 of each year.

**SIGNATURE** \_\_\_\_\_



## **Part V - Proposal Evaluation & Selection Procedure**

### **A. Rule for Award**

The most advantageous offer from a responsive and responsible proposer, taking into consideration all evaluation criteria and financial information, will be selected.

### **B. Screening Proposals for Responsiveness and Responsibility**

The Review Committee shall review, evaluate and rate each proposal. It is the policy of the Department to continually improve the quality of services provided in the Boston parks system. Therefore, in order to achieve this policy, the Department shall award a lease, if at all, to the proposer the Department determines to best fulfill this policy, and to the proposer offering the most advantageous proposal, taking into account all evaluation criteria, that promotes the enjoyment of the Boston Common.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive, and will be rejected. In determining the responsiveness of a proposal, the Department may waive minor informalities, or allow the proposer to correct them. Minor informalities include minor deviations, mistakes, and matters of form rather than substance.

### C. Minimum Evaluation Criteria Form

All proposers must complete each and every item pursuant to Part IV, C. The Department will review the form to determine if the Part IV, C minimum requirements have been met. The minimum evaluation criteria are considered essential to satisfactory performance of the scope of work outlined in this RFP.

1. Submission Requirements:

- A. Is the Proposer authorized to do business in the Commonwealth of Massachusetts?

YES  NO

- B. Was the proposal delivered to the Department prior to the deadline for receipt of proposals, and in accordance with the instructions in the advertisement and RFP?

YES  NO

- C. Does the proposal conform to the RFP in all respects?

YES  NO

- D. Has the authorized representative of the proposer signed the Proposal where required, and returned each of the following forms and requested information as part of its proposal?

1. Applicant Information
2. Statement of Qualifications
3. Reuse Concept: narrative, public benefit, sustainability, access and service to the building
4. Rehabilitation Plan Narrative and Schedule
5. Lease Term
6. Financing Plan
  - A. Narrative
  - B. Reuse Costs
7. Income Sources
8. References, bankruptcy disclosure
9. Organizational Structure
10. Statement of Tax Compliance
11. Disclosure Statement Concerning Beneficial Interest
12. Conflict of Interest
13. Anti-Discrimination
14. Certificate of Authority
15. Performance Bond / Deposit
16. Rent Proposal



E. Was a deposit of \$5000.00 (as described in Part IV, Section 15), submitted with the proposal?

YES  NO

2. Legal Conditions

A. Did the proposer agree to be the primary contractor for the purposes of providing all of the services pursuant to this RFP?

YES  NO

B. Is the proposer without conflict of interest regarding any type of work performed for the Department, or as described in this RFP?

YES  NO

C. General experience, personnel, financial, and management qualification requirements:

1. Has the proposer provided demonstrated satisfactory performance in providing services, similar to those described in the Scope of Services, for three (3) years or more?

YES  NO

2. Has the proposer submitted audited financial statements for the most recent financial year, or for a financial year no earlier than 2009?

YES  NO

Signed: \_\_\_\_\_

Date \_\_\_\_\_

Authorized Representative of Proposer

Company: \_\_\_\_\_

## D. Comparative Evaluation Criteria

Proposals will be evaluated for the degree to which they fulfill the following goals and expectations:

- The scope and nature of reuse the project supports public use and enjoyment of the park while providing public benefit to the City of Boston.
- The Proposer has the experience, understanding, and capacity to renovate a historic building and operate it in a way that is compatible with its historic park setting.
- The Proposer has the financial resources and business experience to undertake the project.

The Department will consider the following criteria in evaluating the comparative merits of the proposals that have met the minimum evaluation criteria:

### 1. Relevant demonstrated successful business experience of proposer:

**Highly Advantageous:** The proposer has at least five (5) years of demonstrated experience providing services similar to those described herein.

**Advantageous:** The proposer has at least three (3) years of demonstrated experience providing services similar to those described herein.

**Not Advantageous:** The proposer has less than three (3) years of demonstrated experience providing services similar to those described herein.

**Not Acceptable:** The proposer has less than one (1) year of demonstrated experience providing services similar to those described herein.

### 2. Business plan of proposer including financing, capacity, operations, lease term, and annual rent to the City of Boston Parks Department.

**Highly Advantageous:** The business plan demonstrates financial capacity and proposes a detailed, logical, and highly efficient method for building renovations and business operations.

**Advantageous:** The business plan proposes a credible method for building renovations and business operations, and demonstrates financial capacity.

**Not Advantageous:** The business plan is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary for building renovations and business operations.

**Not Acceptable:** The business plan does not include all of the required information, is not submitted at all.

**3. Historic Value and Public Benefit: The proposer presents a reuse plan that supports the mission of the Boston Parks and Recreation Department and is responsive to the building's setting within the historic Boston Common.**

**Highly Advantageous:** The proposer has assembled a project team that has demonstrated experience in the adaptive reuse of historic structures, and can clearly articulate the appropriateness of the reuse plan as well as the short term and long term park benefits of the reuse plan.

**Advantageous:** The proposer plans to hire a consultant with experience in adaptive reuse of historic structures, but that individual has not been part of the project team throughout the proposal process. The proposal clearly articulates the appropriateness of the reuse plan as well as the short term and long term park benefits of the reuse plan

**Not Advantageous:** The proposer has no experience rehabilitating historic structures, and has no consultant on the project team providing that expertise, but the proposer acknowledges that the reuse plan will respond to the recommendations and requirements of the Boston Landmarks Commission and the Boston Parks and Recreation Department

**Not Acceptable:** The proposer's reuse plan is in conflict with the building's historic value and setting within the historic Boston Common.

**4. Sustainability: The proposer presents a reuse plan that demonstrates a commitment to sustainability in their business where practicable.**

**Highly Advantageous:** The proposer's business and renovations plans include sustainable approaches in design and construction as well as in post-occupancy building and business operations. Sustainable approaches can be measured and documented using published metrics and / or rating systems.

**Advantageous:** The proposer's business plan includes sustainable approaches in post-occupancy building and business operations. Sustainable approaches can be measured and documented using published metrics and / or rating systems

**Not Advantageous:** The proposer's business plan includes references to sustainable building practices and / or operations practices, but provides no methodology for measuring or assessing the implementation or success of the plans.

**Not Acceptable:** The proposer's business plan does not include any sustainable approaches during building renovations or ongoing business operations.

## **Part VI – Other Terms and Conditions**

Any items listed here that do not apply directly to the RFP process will apply to the lease agreement and related work undertaken by the successful Proposer.

### **A. Advertising**

All advertising copy (newspaper, radio, TV, internet, handbills, etc.) for the services described herein are subject to the prior review and approval of the Department.

### **B. Subcontracting**

Subcontracting any of the above services may only be done at the prior notification and approval of the Department. Approved subcontractors will be subject to all conditions herein. All special events, promotions, etc. must be pre-approved by the Department.

### **C. Contact Person**

The contractor shall provide a Boston-area based office and 24-hour telephone contact information.

### **D. Failure to Comply**

Failure to comply with any of the contract terms herein may subject the contractor to termination of this contract.

### **E. Primary Contractor**

The Proposer must agree to be the primary contractor for the purposes of providing all of the services pursuant to this RFP.

### **F. Conflict of Interest**

The Proposer must be without conflict of interest regarding any type of work performed for the Department, or as described in this RFP.

### **G. Financial Status**

The Proposer must be financially solvent and must submit a business information report or business profile from a credit reporting agency dated no earlier than January, 2009. The Proposer must submit audited financial statements for the most recent financial year, but for a financial year no earlier than 2009.

### **H. Financial Reporting**

The successful Proposer agrees to provide the services herein described, and abide by and adhere to the conditions, terms and covenants hereinafter set forth. The successful Proposer shall submit an annual financial statement, by a certified public accountant, showing operational expenditures and revenue on or about February 1 of every year.

The Proposer shall maintain, in accordance with generally accepted accounting principles consistently applied, adequate records of all financial operation relating to the Property, and shall permit the Department and its designated agents access to such records during normal business hours. In addition, the Proposer shall at its sole cost and expense, cause an annual certified audit to be conducted of all financial operations relating to the Property. Such audit shall be performed by a certified public accountant acceptable to the Official, and the Proposer shall submit a certified copy of such audit to the Department within ninety (90) days following the expiration of the License Agreement. It is expressly understood by the parties that this provision survives the expiration date of this License Agreement. In addition, all reporting and accounting methods utilized by the License shall conform to guidelines as prescribed by the Official.

#### I. Annual Review Meeting

The successful Proposer shall appear at an annual meeting with the Department. At this annual meeting the successful proposer shall submit financials thru August 31st of the current year. At that meeting the upcoming winter season shall be discussed as well as other pertinent topics by both the Proposer and the Advisory Board.

#### J. The Successful Proposer as Independent Contractor

The Department and the Successful Proposer agree that the Successful Proposer is acting as an independent contractor in carrying out its respective obligations and responsibilities under this Contract and, further, that the Successful Proposer is not a partner, joint venturer or employee of the Department. Consequently, and notwithstanding the discretion reserved the Successful Proposer under this Contract, the employee and other agents of the Successful Proposer are not partners, joint venturers or employees of the Department and, except as expressly permitted herein or as otherwise necessary to perform their respective obligations under this Contract, are not authorized to enter into contracts on behalf of or to otherwise bind the Department. Conversely, the employees and other agents of the Department are not partners, joint venturers or employees of the Successful Proposer.

#### K. Indemnification

It is the specific intent of the Department and the Successful Proposer, that the Department grant to the Successful Proposer full control and responsibility for the operation of the Boston Common Men's Comfort Station. Consequently, the Successful Proposer shall indemnify and hold the Department harmless against, and further agrees to assume all risks attendant to, any and all suits, claims, costs, expenses, losses or other damages, including attorneys fees and costs, which may arise out of or are otherwise caused by the actions of the Successful Proposer, its officers, employees or other agents in operating the business in the Men's Comfort Station or the programs and services herein contemplated. Proposer shall be fully responsible for public health and safety of all invitees, visitors, employees, subcontractors, contractors or other assigns arising out of the use of the Property and agrees to indemnify, defend and hold Boston Parks and Recreation, including but not limited to, its commissioners, officers, employees, agents, successors and assigns, harmless from and against any and all liabilities, losses, damages and cost, expenses (including, without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands or judgments of any nature arising out of or in connection with entry, use, occupation or control of the Property during the term of this lease.

## L. Insurance

The Successful Proposer shall maintain at its sole cost and expense public liability and property damage insurance with respect to the operations during the entire term of this Contract consistent with the terms listed below and the terms of the Master Lease Agreement to be determined. Such insurance shall be maintained with responsible companies qualified to do business and in good standing in Massachusetts and shall name the Fund for Parks, the Board of Parks Commissioners, the City of Boston Parks and Recreation Department, and the City of Boston as additional named insured under the policy. Such insurance shall be maintained with annual policy limits for each respective year of this Contract as follows:

### 1. Liability Insurance.

Liability Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including accidental death, to any one person, and, subject to the same parameters, in an amount not less than One Million Dollars (\$1,000,000) for more than one person on account of any one accident;

### 2. Property Damage

Property damage insurance in an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) for damage on account of any one accident and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for damage of all accidents.

### 3. Worker's Compensation

The Successful Proposer shall provide insurance for the payment of compensation and the furnishing of other benefits under chapter 152 of the Massachusetts General Laws ("Workmen's Compensation Law") to all persons to be employed in connection with the performance of this Contract and shall continue such insurance in full force and effect during the term of this Contract.

The Successful Proposer shall deposit with the Department certificates for such insurance prior to the commencement of the term of this Contract and, thereafter, thirty (30) days prior to the expiration of any such policy. All such insurance certificates shall provide that they may not be canceled without at least ten (10) days prior written notice to each insured. Failures to provide and continue in full force the requisite insurance as set forth above shall be deemed a material breach of the Contract and shall operate as an immediate termination hereof.

## M. Prohibition of Assignment

The Proposer shall not assign or otherwise transfer any of its interest or obligations under this Lease without the prior written consent of the Department; provided, however, that nothing contained in this Section is intended to preclude the Proposer from hiring, or otherwise retaining as employees, vending operators. Any prohibited assignment or transfer shall be deemed a material breach of the Lease and shall operate as an immediate termination of the Lease.

## N. Termination

Should the Successful Proposer default with respect to any term of condition of this Contract, and if such default continues for thirty (30) days following written notice of such default by the Department to the Successful Proposer, the Department may terminate this Contract and take all other lawful action to perfect its remedies against the Successful Proposer hereunder. In addition, the Department may terminate this Contract upon thirty (30) days written notice to the Successful Proposer, without recourse against the Successful Proposer for losses or damages of any kind, upon the Department's good faith determination that such action is necessary to protect the public interest. The Department will provide in writing to the Successful Proposer the reason(s) for its decision. Should the Department default with respect to any term or condition of this Contract, and if such default continues for thirty (30) days following written notice of such default by the Successful Proposer to the Department, the Successful Proposer may terminate this Contract and take all other lawful action to perfect its remedies against the Department hereunder.

#### O. Notices

Any notice which either party may or must give hereunder shall be in writing deemed given upon delivery if delivered personally, or upon mailing if mailed by certified mail, return receipt requested, addressed as follows:

Boston Parks and Recreation Department  
1010 Massachusetts Avenue, 3<sup>rd</sup> Floor  
Boston, MA 02118  
Attn: Commissioner

The Successful Proposer is required to provide an address for notice prior to execution of this contract.

#### P. Compliance with Laws

The Successful Proposer shall conform to and comply with all federal, state and local laws, regulations, ordinances and licensing requirements.

This includes, but is not limited to, the proposer submitting certification of tax compliance (M.G.L. c.62C, §49A) and a disclosure of beneficial interests (M.G.L. c.7, §40J).

#### Q. Nondiscrimination

The Successful Proposer agrees, and shall require all agents to agree, not to discriminate on the basis of race, sex, religious creed, national origin, sexual preference, color, disability or age with regard to employment or otherwise in connection with any participant or beneficiary of any program or service hereby contemplated. In addition, the Successful Proposer shall require all agents to post in a conspicuous place all relevant notices and posters to be provided by the Massachusetts Commission Against Discrimination setting forth the provisions of the Fair Employment Law of the Commonwealth.

#### R. Maintenance and Repairs

Landlord shall have no obligation to perform any maintenance or repairs. Tenant shall maintain the Premises, the Project, the Improvements and any and all structures, walkways, and sidewalks that may be within the Premises. Tenant shall also be responsible for the

cleaning, landscaping and snowplowing of any of these areas or the area/sidewalk immediately in front of and along the Premises.

#### S. Waiver

Failure of the Department or the Successful Proposer to require the performance of any obligation by the other party under the terms of this Contract in any specific instance shall not affect the right of such party to require performance of that or any other obligation in the future. Moreover, any waiver by the Department or the Successful Proposer of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of that provision, a waiver or modification of the provision itself, or a waiver or modification of any other right or obligation provided or owed under the terms of this Contract.

#### T. Entire Agreement

This RFP, including all schedules hereto, sets forth the entire understanding of the parties hereto and supersedes all prior discussions, understandings and agreements between the Department and the Successful Proposer relating to the subject matter herein contained. Neither the Department nor the Successful Proposer shall be bound by any definition, condition, representation, warranty, covenant, or provision other than as expressly stated in this Contract or as subsequently set forth in writing and executed by a duly authorized officer or Department of the party to be charged there under.

#### U. Governing Law

The validity, interpretation, and enforceability of this Contract shall be governed by the laws of the Commonwealth of Massachusetts.

#### V. Further Assurances

The Department and the Successful Proposer hereby agree to execute any further documents and do all other things as may be reasonably necessary or desirable to give full force, effect, and validity to this Contract.

#### W. Utilities

Tenant shall be required to, and will be solely responsible for bringing all utility services to the Premises, including but not limited to water, heat, electricity, telephone, sanitary and sewer service. In the event the Tenant reasonably requires any easement to bring such utilities to the Premises, Tenant will seek any necessary approval for such easements from the appropriate governmental authorities. Tenant shall promptly pay when due all fees and costs associated with the utilities provided.

#### X. Modification/Waiver

Unless otherwise stated herein, the provisions of this Contract may be modified only with an instrument in writing, signed by the parties hereto, or their legal representatives, successors or assigns. The waiver of one breach of any term, condition, covenant, obligation, or agreement of this Contract shall not be considered to be a waiver of any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.



Y. Severability

If any provisions of this Contract or portion of such provision, or the application thereof to any person(s) or circumstance(s) is held invalid, the remainder of the Contract or such provision and the application thereof to other persons(s) or circumstances(s) shall remain in full force and effect.

**- END -**

## **APPENDIX A**

**City of Boston, Massachusetts  
Public Facilities Department**



# **Feasibility Study for Adaptive Re-use of an Existing Public Rest Room Building**

**by  
Design Technique, Inc.  
44 Merrimac Street  
Newburyport, MA 01950**

**August 23, 2007**

City of Boston, Massachusetts  
Public Facilities Department

Feasibility Study for  
Adaptive Re-use of an Existing Public Rest Room Building

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**City of Boston, Massachusetts  
Public Facilities Department**

**Feasibility Study for  
Adaptive Re-use of an Existing Public Rest Room Building**

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Introduction

The Boston Public Facilities Department (PFD), acting on behalf of the Boston Department of Parks and Recreation, has requested a study of the feasibility of renovating an existing public rest room on the Public Garden. This building, known as the “Men’s Comfort Station”, has been closed for several decades. The alternative to renovation is demolition.

CBI Consulting, Inc. prepared a study for demolition of the building in February 2007. The study concluded that demolition costs (exclusive of abatement and removal of the heating system) would be in the order of \$56,000, including engineering and other “soft” costs.

The Parks Department has proposed that the building be renovated for use as a food vending location. Therefore, the intent of this feasibility study is to investigate what will be required to restore the building structure and to develop an order-of-magnitude estimate of the work. In accordance with PFD’s request, we have also estimated the cost to fit out the building interior and install food service equipment and to provide new utilities from the street to the building.

Description

The Men’s Comfort Station was constructed in the 1920’s for use as a public men’s toilet. It is located in the Boston Common, near the corner of Boylston and Charles Streets. It is convenient to the Boylston subway station and to one of the Common Parking Garage headhouses. We understand that it has been closed to the public since the 1970’s.

It is an octagonal structure, built of cast stone and brick masonry, with a wood-framed glazed copper roof. The exterior includes one door and seven blind masonry panels, as well as a series of metal-framed clerestory lights below the cornice line. There are also several areaway openings to the basement that have been filled with masonry. There appears to be a basement (which we were not able to access) that presumably contains heating equipment, and which we



understand is entered from a steel hatch on grade outside of the building. The exterior

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footprint encloses approximately 660 gross square feet. The building is approximately 16 feet high at the roof edge. We noted a manhole marked “BSD” near the entry. However, we have no information that clearly indicates that functioning utility services exist in the vicinity of the building.



The interior is a single circular space that contains a number of urinals, toilet stalls and a service sink, all of which are arranged around the circumference. There is a cylindrical shaft at the middle of the building that contains a flue and heating pipes, and that also appears to provide structural support for the roof. Cast iron radiators surround the shaft. The interior finishes are plaster and ceramic tile. It is assumed that there is asbestos-containing material and other similar

hazards within the structure that will require removal.

The current condition of the building is very poor. The glass and copper roof has failed, the entry door is severely damaged, and the interior finishes are damaged beyond repair. A number of the cast stone masonry units at the exterior have shifted, the mortar joints require extensive repair and repointing, and reinforcing bars are exposed in several locations. We are not able to assess the condition of the floor structure or the basement.



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Design Intent

The Parks Department has proposed that the building be repaired and reconfigured for food vending to the public. Our understanding is that this would be a seasonal operation. Conceptually, the proposal seems very advantageous, because 1) it is close to a large number of office buildings and tourist attractions, suggesting a good potential customer base; 2) there are few other places to buy snacks or light meals in the vicinity; and 3) the location, which is surrounded by mature trees and is raised somewhat above the surrounding park, offers a very attractive setting for outdoor eating and relaxation. We see this as a desirable location for lunch during fair weather. In addition, the renovation and projected use will mitigate what otherwise is a rather neglected and dark corner of the Boston Common.

Operationally, the existing structure could be either renovated as a shell and then leased to a private operator who would be responsible for final finish and fit-out and operation (“Option #1), or it could be constructed with all necessary equipment and facilities to function as a snack vendor (“Option #2”). PFD and Parks and Recreation should determine which approach is most advantageous in consultation with potential operators.

For the purposes of this study, we have assumed that the facility will offer snacks such as potato chips, sandwiches and light lunch products, soft drinks, and ice cream. In addition, the facility may optionally offer grilled products like hamburgers and hot dogs that require cooking on site. All products will be sold directly to the public on a “take-out” basis. There is no interior seating. However, we envision outdoor seating, including tables and umbrellas. Other design considerations would include product storage and waste management needs. We have assumed that a handicapped-accessible toilet will be required and that the entrance must also be made accessible for employees.

The Boston Common is a designated historic district, and the grounds and structures are subject to a number of requirements for historic preservation. We therefore have discussed this proposed project with the staff of the Boston Landmarks Commission. They have outlined a number of restrictions regarding the exterior design of any changes to the building. These include, for example:

- No change may be made to any of the landscape elements. Any seating areas, decks, or similar features must be temporary and capable of being removed for storage during the off-season.
- The existing iron fence should be relocated appropriately, but not removed.
- Any new openings must be designed in a style that acknowledges the architecture of the existing building, as well as that of surrounding structures. The design of

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the decorative grilles on the subway head-houses at Boylston and Park Street stations is considered appropriate.

- The new roof should be of similar materials and design as the original.
- Exterior signage and lighting must be minimal.
- The existing trees must be protected.
- All proposed exterior work must be reviewed and approved by the Landmarks Commission and other officials having jurisdiction.

Assumed Scope of Work and Basis of Estimate

Regardless of which of the two options described above is selected, there are a number of common front-end tasks that will be required. These include a detailed assessment of the building structure and available utilities, architectural design, permitting, and construction procurement. Total project costs will include these services (known as “soft costs”), as well as the “hard” costs for construction and fit-out. The conceptual project budget that follows is based on the estimated construction costs for the two options mentioned above, as well as a pro-rated amount for soft costs. We have also included a contingency amount to reflect the uncertainty of available information. We have not included a construction cost escalation amount because a project schedule has not been determined. Recently, escalation could be assumed at a rate of about 10% per year, compounded.

As noted above, we have assumed that the food service operation will be seasonal. The building will be closed and all outdoor furnishings will be removed and stored elsewhere during the “off season”.

Baseline scope of work for renovation (Option 1):

- Abate all hazardous materials.
- Selectively demolish existing plumbing fixtures, toilet partitions, wall finishes and support, roof, floor if required, and door.
- Remove and reset damaged or shifted exterior masonry units as needed.
- Secure or remove the basement access hatch, after removing whatever equipment may be in the basement.
- Remove the existing door and frame.
- Cut three of the existing blind panels on the exterior wall to provide new window openings, adding steel lintels as required.

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- Clean, re-set, and re-point exterior masonry and patch exposed reinforcing. Salvage and re-use cast stone from new window openings as appropriate.
- Repair the foundation wall as required.
- Relocate the existing metal fence.
- Install new water, sewer, and electric service from the street. We have assumed the tie-ins would be near the intersection of Boylston and Charles Streets, but this needs to be verified.
- Construct a new roof structure, including gutters and rain leaders. We have assumed metal and wood framing with copper roof. We have not assumed a glazed roof similar to the original. A new glazed roof could be installed at the Owner's option for additional cost.
- Install a new walkway for vendor and handicapped access.
- Install a new entry door and frame.
- Install three new windows and ornamental screens or shutters.
- Repair or replace the clerestory lights in kind.
- Heating and ventilation are assumed to be electric, intended for seasonal operation.
- Upgrade site lighting, consistent with the location, the proposed use and historic requirements.

Finishes and Fit-out (Option 2)

In addition to the work described under Option 1,

- Provide and install floor, ceiling, and wall framing and finish materials, including paint.
- Construct interior partitions to suit the plan layout.
- Install rough and finish electrical, lighting and plumbing fixtures, including a handicapped-accessible toilet and sink.
- Provide food service equipment as appropriate for the type of food service expected. This would include, for example, dry food storage, cold food storage, ice cream freezers, cold drink storage, ice machines, cooking or heating equipment, food preparation areas, sinks, and trash and garbage collection and storage. Provide all electrical and plumbing connections. We have attached a sketch, for illustrative purposes only, that shows one possible layout for general floor plan and the kitchen equipment. We have not evaluated the building code



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requirements for this use or structure. Please note that this concept sketch includes fryers and other food service equipment that would include ventilation, hoods, grease traps, and other mechanical equipment that may be neither intended nor economically feasible. The cost estimate is based on an average for kitchen costs as a function of floor area, and not on the specific equipment shown in the sketch. The actual cost will depend on the type of food products served and the equipment needed to do so.

- Provide temporary outdoor seating, including tables with umbrellas, trash collection, etc.

Utilities

It isn't clear if there are existing and usable utilities for the building. We therefore have assumed that new water, sewer, and electric services will be required. We have also assumed that these will be run in a trench, following the alignment of existing sidewalks, to tie-ins near the intersection of Boylston and Charles Streets. However, we have not accounted for possible subsurface conditions such as existing utility crossings.

We have not, however, performed any engineering calculations regarding loads or the capacity of the services. This will require a more detailed analysis by a qualified engineering consultant. We have assumed nominal pipe and conductor sizes for these services, and also included approximate lump sum amounts for street tie-ins, surface restoration, permits, and other costs. These should be considered as "place holders" rather than bona-fide estimates.

Conclusion and Recommendations

Based on our observations and the information available, the existing structure appears to be sufficiently sound that renovation is feasible. However, this must be confirmed by a licensed structural engineer. The projected use as a food vending location seems to be reasonable, given the configuration of the building and the attractive location. Furthermore, there are few competing food vendors near by, which would suggest that there is an unmet need in this part of the Common.

We have developed order-of-magnitude estimates for both options: 1) renovation of the existing structural shell, and 2) for the additional cost to fit out the renovated shell with interior partitions, finishes, and equipment (both movable and fixed) as is reasonable to meet the stated design intent. The estimates have been adjusted to current (2007) costs. Please keep in mind that construction costs have been escalating in the order of 10% annually, and the estimate should be considered with this in mind. The attached

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conceptual plan shows how the building could be adapted and fitted out for use as a seasonal food vending operation.

The construction cost estimate includes a contingency amount for change orders during construction. In addition to the “hard” costs of construction, we have included an allowance for “soft” costs such as design and permitting fees, and for project contingency. This is intended to cover the cost of design and construction to account for conditions that are unknown at this time (such as structural deficiencies in the existing building), as well as design considerations that have not been included in the assumed scope. For a project such as this where there is much that is unknown about the existing structure, we recommend carrying a contingency of about 20% of the hard and soft costs.

The order-of-magnitude estimates of the costs for the two options, including construction, soft costs, and recommended contingencies, are tabulated below:

<b>Conceptual Project Budget</b>			
	<b>Option #1 - General renovation (including utilities)</b>	<b>Option #2 - <u>additional</u> costs for fit-out and equipment</b>	<b>Total</b>
Construction cost	\$485,126	\$129,014	\$614,140
“Soft” costs	\$145,538	\$ 38,704	\$184,242
Contingency	<u>\$126,133</u>	<u>\$ 33,544</u>	<u>\$159,677</u>
<u>Total:</u>	<u>\$756,797</u>	<u>\$201,262</u>	<u>\$958,059</u>

If the City decides to proceed with this project, we recommend first undertaking a full evaluation of the building’s condition by qualified engineering firms. The intent would be to assess the building’s structural integrity and determine the extent of hazardous materials, as well as to determine the condition and contents of the basement. It will also be necessary to survey the existing utilities (if any) to confirm their location and capacity. The next step would be to engage an architectural firm to measure the building, develop the scope and program for the proposed use, and to prepare the design and construction documents for renovation. This would require close consultation with the Department of Parks and Recreation and the Public Facilities Department, as well as other regulatory agencies such as the Boston Landmarks Commission and Inspectional Services. Once the plans are complete and to the satisfaction of the various regulatory agencies, the project could be advertised and bid for construction.

We have not been provided with any schedule information. However, a suggested project schedule might be as follows:

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Consultant procurement:	Two months
Building condition survey, including structural and hazmat:	Two months
Programming and architectural design (concurrent with permitting):	Eight months
Bidding	Two months
Construction and fit-out (including utilities)	Ten months
<b>Estimated total duration:</b>	<b>Twenty-four months</b>

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Basis and Assumptions of the Estimate

1. This conclusion and the estimate are based on limited visual observations of the building and its apparent condition. It is very likely that there are significant structural issues of which we are not aware. In particular, we do not know the condition of the floor or the basement walls and foundations. This will require a detailed assessment by an engineer.
2. As noted above, we have included a 20% design contingency amount to represent the uncertainty of the scope of work.
3. We have assumed that any existing utilities are not serviceable. New utilities may well be required from the street.
4. We have included an estimated amount for removal of hazardous materials. This amount is based on CBI's report, but it may not reflect actual conditions accurately.
5. We have assumed that the building will be used only during the warmer months. There will be no heating or ventilating equipment other than that provided by the food service equipment, although it may be reasonable to include electric space heaters for cool weather.
6. Building insulation is provided at the roof only.
7. The estimate is based on the outline scope of work that is described above. Quantities are approximate. It would be necessary to develop detailed architectural plans and specifications in order to prepare a more accurate cost estimate.
8. Soft costs are estimated at about 20% of the estimated construction costs. This figure is an average of other projects with which we have been involved. However, various factors may alter this amount, including, for example, consultant costs and project management fees.
9. We have adjusted the unit costs, where appropriate, to account for construction cost escalation to the present and for the city cost index for the Boston area.
10. Assumptions regarding construction of new utilities are summarized in the narrative.

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Information Sources and References

Floor plan showing food service equipment layout:

Harbour Food Service Equipment, Inc.  
229 Marginal St.  
Chelsea, MA  
617 884-3900  
Angelo Sodano

Construction costs:

Means Construction Cost Data, 2005 edition (escalated to 2007)

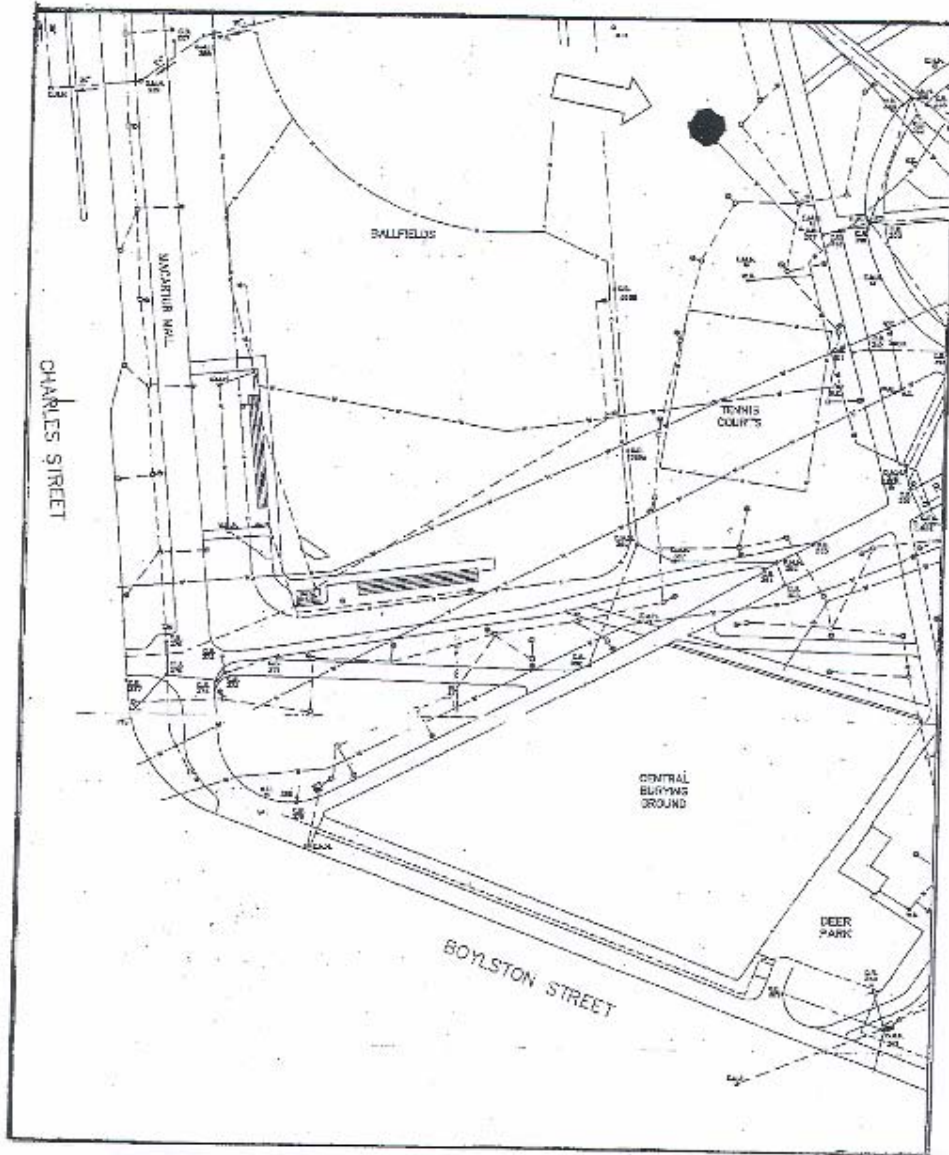
Historic preservation assistance

Boston Landmarks Commission  
“Standards and Criteria”, dated 3/8/78  
“Boston Common Management Plan”

Ellen Lipsey and Gary Russell

Demolition Study dated February 2007

CBI Consulting, Inc.  
250 Dorchester Ave.  
Boston, MA 02127  
Robert G. Wilkin, PE



Men's Comfort Station Locus Plan



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**"Men's Comfort Station" Renovations: Conceptual Construction Cost Estimate**  
(including Utilities)

Gross floor area (approx):	659 sf								
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><u>Shell only</u></td> <td style="text-align: center;"><u>Full fit-out</u></td> </tr> <tr> <td style="text-align: center;"><u>(Option #1)</u></td> <td style="text-align: center;"><u>(Option #2)</u></td> </tr> <tr> <td style="text-align: right;">Construction cost per square foot:</td> <td style="text-align: right;">\$736.16      \$931.93</td> </tr> <tr> <td style="text-align: right;">Project cost per square foot:</td> <td style="text-align: right;">\$1,148.40      \$1,453.81</td> </tr> </table>	<u>Shell only</u>	<u>Full fit-out</u>	<u>(Option #1)</u>	<u>(Option #2)</u>	Construction cost per square foot:	\$736.16      \$931.93	Project cost per square foot:	\$1,148.40      \$1,453.81
<u>Shell only</u>	<u>Full fit-out</u>								
<u>(Option #1)</u>	<u>(Option #2)</u>								
Construction cost per square foot:	\$736.16      \$931.93								
Project cost per square foot:	\$1,148.40      \$1,453.81								

Div.	Units	Unit Price	Base Construction	Additional to fit-out
	(Note 2)			
<b>2</b>	<b>Sitework</b>			
	Hazmat abatement - allowance	1 ls \$5,000.00	\$5,000	
	Selective demolition- allowance	1 ls \$15,000.00	\$15,000	
	Relocate existing fence - allowance	1 ls \$5,000.00	\$5,000	
	Finish grading and planting - allowance	1 ls \$30,000.00	\$30,000	
	Site furnishings - allowance	1 ls \$10,000.00	\$10,000	
	Concrete paving	1000 sf \$3.64	\$3,640	
	Site Utilities (see note 5)	1 ls \$128,910.00	\$128,910	
<b>3</b>	<b>Concrete</b>			
<b>4</b>	<b>Masonry</b>			
	Repair existing masonry	1 ls \$35,000.00	\$35,000	
	Repoint	2400 lf \$4.84	\$11,626	
	Clean masonry	1224 sf \$2.80	\$3,427	
	Install new lintels	3 ea \$2,000.00	\$6,000	
	Cut new window openings - 20" thick masonry	69 lf \$40.04	\$2,763	
<b>5</b>	<b>Metals</b>			
	Structural steel for roof - allowance	1 ls \$5,000.00	\$5,000	
<b>6</b>	<b>Wood and Plastic</b>			
	Infill frame and sheath new roof	675 sf \$14.00	\$9,450	
	Interior framing for walls and partitions	1040 sf \$1.16		\$1,208
	Misc blocking - allowance	1 ls \$1,000.00	\$1,000	
	Interior trim - allowance:	1 ls \$1,000.00		\$1,000
<b>7</b>	<b>Thermal and Moisture Protection</b>			
	Copper roof	675 sf \$19.60	\$13,230	
	Roof membrane (ice and water shield)	675 sf \$2.80	\$1,890	
	Gutters and rain leaders (copper)	85 lf \$16.80	\$1,428	
	Misc. flashing - allowance	1 ls \$5,000.00	\$5,000	
	Roof insulation - R-30	530 sf \$1.83	\$972	
<b>8</b>	<b>Doors and Windows</b>			
	New custom exterior metal door and frame	1 ea \$2,800.00	\$2,800	
	New custom metal exterior windows	125 sf \$150.00	\$18,750	
	Decorative security window grilles - allow	3 ea \$5,000.00	\$15,000	
	Replace existing clerestory windows and grilles	45 sf \$150.00	\$6,750	



Div.		Units		Unit Price	Base Construction	Additional to fit-out
<b>9</b>	<b>Finishes</b>					
	Gypsum wallboard (high-impact)	1210	sf	\$1.51		\$1,830
	Gypsum ceiling	415	sf	\$1.74		\$720
	Resilient flooring	415	sf	\$7.00		\$2,905
	Base	100	lf	\$1.88		\$188
	Paint	1650	sf	\$0.63		\$1,040
<b>10</b>	<b>Specialties</b>					
	Signage - allowance	1	ls	\$1,000.00		\$1,000
<b>11</b>	<b>Equipment</b>					
	Kitchen Equipment (see note #4)	1	ls	\$60,000.00		\$60,000
<b>12</b>	<b>Furnishings</b>					
	None					
<b>13</b>	<b>Special Construction</b>					
	None					
<b>14</b>	<b>Elevators</b>					
	None					
<b>15</b>	<b>Mechanical</b>					
	Plumbing service - allowance	1	ls	\$1,000.00	\$1,000	
	Plumbing (sf allowance)	415	sf	\$20.00		\$8,300
	Mechanical (sf allowance)	415	sf	\$10.00		\$4,150
<b>16</b>	<b>Electrical</b>					
	Electrical service upgrade - allowance	1	ls	\$10,000.00	\$10,000	
	Electrical (sf allowance)	415	sf	\$25.00		\$10,375
				<u>Subtotal:</u>	<u>\$348,636</u>	<u>\$92,716</u>
<b>1</b>	<b>General Conditions</b>					
	General Conditions at 10%				\$34,864	\$9,272
				<u>Subtotal</u>	<u>\$383,499</u>	<u>\$101,987</u>
	Overhead and profit at 15%				\$57,525	\$15,298
				<u>Construction subtotal</u>	<u>\$441,024</u>	<u>\$117,285</u>
	Construction contingency at 10%:				\$44,102	\$11,729
				<u>Construction total:</u>	<u>\$485,126</u>	<u>\$129,014</u>
	"Soft" costs at 30% (see note #3):				\$145,538	\$38,704
				<u>Subtotal:</u>	<u>\$630,664</u>	<u>\$167,718</u>
	Project/design contingency at 20%:				\$126,133	\$33,544
	<b>Estimated project cost:</b>				<b>\$756,797</b>	<b>\$201,261</b>

Div.	Units	Unit Price	Base Construction	Additional to fit-out
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Notes:

1) Unit costs are from Means' Building Construction Cost Data, 2005. Costs have been adjusted for escalation (2 years at 10% annually = 121%) and for location (116%). Total adjustment is 140%.

2) Quantities are approximate. An accurate take-off will require detailed design documents.

3) Soft costs include professional fees for design, engineering and project management, permitting fees, testing costs, etc.

4) Equipment cost estimated on Means rule of thumb: \$110 per sf of kitchen area. Final cost will depend on scope selected.

5) Site utilities: see separate estimate. Amount includes only direct construction costs.

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"Men's Comfort Station" Renovations: Conceptual Utilities Estimate

Div.		Units		Unit Price	Base Construction
<b>2</b>	<b>Site Utilities</b>				
	Excavate and backfill trench	300	CY	\$56.00	\$16,800
	4" CI sewer pipe	900	LF	\$5.40	\$4,860
	Street connection (assume tie-in to exist SMH)	1	LS	\$15,000.00	\$15,000
	Water pipe - 1 1/2" PVC	900	LF	\$2.00	\$1,800
	Valves, etc.	1	LS	\$1,000.00	\$1,000
	Street connection - water	1	LS	\$15,000.00	\$15,000
	PVC electric conduit - 2 @ 2"	900	LF	\$7.50	\$6,750
	Conductors - 3 @ #4/0	900	LF	\$3.00	\$2,700
	Pull boxes, manholes, etc.	1	LS	\$25,000.00	\$25,000
	Street connection (assume tie-in to exist EMH)	1	LS	\$15,000.00	\$15,000
	Misc. costs: police detail, surface restoration, etc.	1	LS	\$25,000.00	\$25,000
				<u>Subtotal:</u>	<u>\$128,910</u>

Notes:

1) Unit costs are from Means' Building Construction Cost Data, 2005. Costs have been adjusted for escalation (2 years at 10% annually = 121%) and for location (116%). Total adjustment is 140%.

2) Quantities are approximate. An accurate take-off will require detailed design documents.