

**REQUEST FOR PROPOSALS – RIDEMATCHING SYSTEM**  
**MassRIDES – Massachusetts Travel Options Service**  
**10 Park Plaza, Suite 2180**  
**Boston, MA 02116**  
**888.4.COMMUTE**

MassRIDES, the Commonwealth's statewide Travel Options Program, seeks a qualified organization or team to provide a web-based ridematching system to meet the needs of Massachusetts travelers and support an open platform for ridematching over a three year contract period.

The successful respondents will provide a hosted solution resulting in a secure, stable, engaging, and user-friendly web-based interface, with robust reporting/administrative features, and easy use through partner organizations' websites, along with the ability to search and display data from other commercial ridematching websites available online. One or multiple respondents may provide these elements together or separately.

## **BACKGROUND**

The Massachusetts Executive Office of Transportation (EOT) directs and funds MassRIDES to increase mobility for Massachusetts travelers while facilitating transit, shared ride travel, bicycling, and walking for the commute and other trips. MassRIDES is currently operated under contract by URS Corporation. Using a database of participants, MassRIDES provides travelers with information to form carpools and vanpools, along with referrals to transit, bicycling and walking options. When ridesharing groups form, MassRIDES provides assistance and incentives to sustain carpool and vanpool groups. Travelers register for Travel Options Program service at worksite events, by phoning the toll-free customer service line, or on-line at [www.commute.com](http://www.commute.com). The contracting mechanism for services delivered as a result of this Request For Proposals (RFP) will be a subcontract with URS Corporation.

In recent years, a number of companies have begun offering online ridematching in Massachusetts. In addition, 12 Transportation Management Associations (TMAs) clustered mainly in eastern Massachusetts provide travel services to member businesses. Some TMAs use the statewide ridematching database, while others employ commercial ridematching systems. Many of the major employers in the state operate onsite commuter service programs; most rely on the MassRIDES database, while others operate stand-alone systems. MassRIDES seeks a ridematching system that can accommodate the requirements of the statewide Travel Options service, including TMAs and major employers, and can search and display results from existing and new commercial ridematching services.

## **PROPOSAL APPROACH**

MassRIDES and EOT are seeking innovative approaches to delivering ridematching and participation reporting systems. Respondents are encouraged to recommend innovation in technology, process, teaming, and financing. The Executive Office of Transportation and its partners will maintain ownership of all data created, logged, and used in the



All parties intending to submit a proposal must register their intention by October 30, 2009 in an email message to Kay Carson at [kay.carson@eot.state.ma.us](mailto:kay.carson@eot.state.ma.us). Please direct questions by email exclusively, to Ms. Carson, by October 30, 2009. All questions and answers, as well as any updates will be provided to registered respondents via email.

Electronic submittals in PDF format are required. Please send proposals to:

[kay.carson@eot.state.ma.us](mailto:kay.carson@eot.state.ma.us)

MassRIDES will confirm receipt of all proposals. Proposals received after 5:00 pm (EST) on December 4, 2009 will not be opened or considered. All offers will be considered valid for 90 days from the date of submission.

## SYSTEM FEATURES

The selected vendor or team will provide a hosted web-based ridematching system offering travelers the ability to find other people seeking partners for a similar trip – regular commute to work trips as well as one-time trips with origins or destinations within Massachusetts. The service will guard travelers' confidentiality, communicate matches through written descriptions/words and maps, and include methods and protocols to keep registrants actively engaged in the ridematching service and to keep registrant information current and accurate. The system will easily search and display results from the data of existing online, commercial ridematching databases. The hosting service will include all upgrades made to the service during the contract period.

MassRIDES envisions a layered or hierarchical system, with the ability to create commercial, TMA, business group or employer portals, and the option to add distinct levels of functionality related to each level of the hierarchy that can be easily and seamlessly integrated into the system.

MassRIDES is seeking a system with the capacity to inform travelers about the availability of travel partner matches across other web-based services deemed credible by MassRIDES and EOT, as well as linking to transit and other multi-modal travel options.

	Essential	Highly Desirable
<b><u>User functions</u></b>		
Registrants manage profile information themselves, including password	X	
Capacity for travelers to track trips and calculate savings in money, VMT, and emissions	X	
Email alerts to registrants as new matches are identified		X
Registrants can read/submit information in English and Spanish		X
User can set personal preferences (i.e. drive/ride/both, smoking, preferred travel partners)		X
Allows users to preview limited detail on available trip matches without fully registering	X	
<b><u>Technology/integration</u></b>		
Accessible via the web using standard PC without requiring any special software	X	
Geographic data communicated through Google or other maps in addition to text	X	
Able to search and display results from the data of existing commercial ridematching services	X	

<b><u>Portal functionality</u></b>		
Service provides for multiple, customizable portals for TMA and employer websites accessing central database	X	
Can be used to offer ridematching at multiple levels (statewide, region, TMA, employer, event)	X	
System sufficiently robust and scalable to accommodate database growth & maintain seamless usability for travelers	X	
Robust, secure, stable system back-up that ensures no down time	X	
Vendor works with MassRIDES web developers to integrate ridematching portal into website	X	
System can be made compatible with trip planning, 511, and other travel assistance systems		X
Capacity to track and report ERH, vanpool, incentive, or other program participation	X	
<b><u>Ridematching functions</u></b>		
Ride matching based on registration information, including;		
▪ Origin/destination address		
▪ Arrival/departure time		
▪ Days of the week (for recurring trips)		
▪ Date (for one-time trips)		
▪ Registration/matching attributes customizable by portal & global system administrators		
▪ Employer name (for work trips)		
Traveler or administrator can specify to match in layers (i.e. within employer, within TMA, with all registrants)	X	
System cleans or flags inaccurate information as it is entered (i.e. origin/destination locations, addresses, phone and email formats, duplicate entries)	X	
Approach to ridematching for one-time trips	X	
Matches along travel corridor in addition to origin/destination	X	
Approach to keep registrants engaged, and registrant information current & accurate		X
Approach to providing basic information on whether transit, bicycling, and other modes match trip	X	
Approach to informing traveler about matching trips from other ridematching services	X	
Accessible via mobile devices	X	
Approach to linking to transit systems	X	

Capacity to migrate data on 15,000+ current registrants to new service	X	
<b><u>Administrator functions</u></b>		
Administrator can communicate marketing & promotional messages electronically with users, stratifying users or segmenting the database by registration information	X	
Administrator can register travelers & update profile	X	
Administrator functions can be customized to level (i.e. global or TMA, employer, community, or other regional portal)	X	
Administrator can access and push matches out to users, stratifying users or segmenting the database by origin, destination, or registration information	X	
<b><u>Report functions</u></b>		
Data can be exported for marketing or reporting purposes	X	
Global and portal usage, activity, or other reports	X	
Reports on VMT reductions and environmental impacts	X	
Ability to track matches, use of travel options (while ensuring privacy and confidentiality)	X	
<b><u>Training and support</u></b>		
Two on-site trainings during implementation; one for MassRIDES staff and the second for partner host sites	X	
Annual training updates for new users	X	
Periodic training updates as functionality increases	X	
Technical support available by phone and email 8 AM – 5 PM Monday - Friday	X	
Emergency phone/web support 24 hours per day – 7 days per week		X
On-line “help” functions		X

Subcontract No.: \_\_\_\_\_

**SUBCONTRACT FOR SERVICES  
("Subcontract")**

This Subcontract between \_\_\_\_\_ **[Subcontractor Name, Address & Phone]** \_\_\_\_\_, ("Subcontractor") and \_\_\_\_\_ **[insert full legal name of URS subsidiary]** \_\_\_\_\_ a \_\_\_\_\_ **[state of incorporation]** corporation; \_\_\_\_\_ **[Address & Phone]** \_\_\_\_\_ ("URS"), is effective as of \_\_\_\_\_ **[effective date]** \_\_\_\_\_. The parties agree as follows:

**ARTICLE I - Work Orders and Prime Contract.** Subcontractor's scope of Work ("Work"), the time schedule ("Schedule"), and payment terms are to be set forth in a written Work Order to this Subcontract, executed by authorized representatives of the parties. This Subcontract may, at URS' sole discretion, be made available to the subsidiaries and affiliated companies of URS. The applicable Work Order shall specify the legal name of the URS affiliate or subsidiary issuing the Work Order. The Work Order shall reference the contract ("Prime Contract") between URS and its client ("Client") pursuant to which the Work is authorized. The Prime Contract is hereby incorporated into and made a part of this Subcontract by this reference. Applicable portions of the Prime Contract shall be made available to Subcontractor as an attachment to the applicable Work Order or upon request. With respect to the Work, Subcontractor agrees to be bound to URS in the same manner and to the same extent as URS is bound to Client under the Prime Contract. In the event of conflict between a provision of the Prime Contract and this Subcontract, the provision which imposes the more stringent requirement on the Subcontractor will prevail. Performance and payment bond requirements, if any, shall be as specified in the Prime Contract or Work Order. All lower tier subcontractors shall be subject to the approval of URS.

**ARTICLE II - Payment Conditions.** Subcontractor's charges shall be specified in the Work Order. All charges shall be deemed to include all taxes and all other charges levied by any government agency on Subcontractor relating to the Work. Unless otherwise specified, the frequency of invoicing shall be monthly. Subcontractor agrees to provide such supporting documentation for each invoice as URS may reasonably require. URS shall pay each invoice properly submitted by and due Subcontractor within fifteen (15) days of the date of payment by Client to URS for Work covered by Subcontractor's invoice or as required by law. In the event of non-payment by Client, both parties shall cooperate in seeking payment from Client. Final payment shall be made upon completion and acceptance of the Work by URS and Client. Payment of any invoice by URS shall not imply inspection, approval, or acceptance of the Work by URS or Client.

**ARTICLE III - Schedule and Delays.** Time is of the essence in this Subcontract. Subcontractor shall notify URS immediately by telephone, and confirm in writing within five (5) business days, of any event or condition impairing its ability to meet the Schedule, together with proposed revisions to the Schedule. Delays caused by matters outside of Subcontractor's control shall be excusable, but shall be compensable only if additional compensation is obtained by URS from Client for such delays. Subcontractor waives any other claim for compensation based on delays.

**ARTICLE IV - Lien Waiver and Release of Claims.** As a condition precedent to URS payments hereunder, Subcontractor, upon request from URS, shall furnish lien releases, satisfactory to URS and Client. URS at any time may pay and discharge liens, claims and encumbrances filed by Subcontractor's lower tier subcontractors or suppliers and deduct the amount paid, together with costs and attorneys' fees, from compensation due Subcontractor hereunder. The acceptance by Subcontractor of the final payment under this Subcontract shall operate as a release to Client and URS for all claims and liability to Subcontractor, its representatives, lower tier subcontractors, suppliers, and assigns for any additional compensation or payment relating to any and all things done or furnished relating to the services rendered by Subcontractor in performance of the Work. Final payment shall in no way relieve the Subcontractor of liability for its obligations or for faulty or defective Work discovered after final payment.

**ARTICLE V - Changes and Additional Compensation.** URS, by written order (hereinafter "Change Order"), may make changes in the Work including, but not limited to, increasing or decreasing the Work or directing acceleration in the performance of the Work. Where practicable, URS and Subcontractor shall negotiate prior to the issuance of a Change Order the amount of any charge or Schedule change related to the Change Order. In the event the parties cannot agree, URS may issue the Change Order and the Subcontractor shall proceed with the Work. Whenever an event occurs or condition arises which Subcontractor considers a basis for additional compensation or time, Subcontractor shall so notify URS immediately by telephone, and confirm in writing within five (5) business days, after the occurrence of the event or discovery of the condition, providing detailed information to substantiate Subcontractor's position. Failure to timely comply with this requirement shall constitute a waiver of Subcontractor's claim. The liability of URS to Subcontractor for additional compensation or time related to the Change Order shall be limited to additional compensation authorized or time allowed by Client for Subcontractor's Work thereunder.

**ARTICLE VI - Insurance.** Subcontractor agrees that it now carries, and will continue to carry during the performance of this Subcontract, at its own expense, the applicable insurance policies indicated below, including any coverage required by law, with limits not less than those specified. Any insurance on a "claims made" basis shall be maintained for at least 3 years after completion of the Work or any time period required by the Prime Contract, whichever is longer.

<b>Required Insurance Coverage and Limits</b>	
(1)	<p><b>Workers' Compensation</b> <span style="float: right;"><b>Statutory</b></span>                      To the extent permitted by law, a waiver of subrogation in favor of URS is required. Coverage must include, if applicable U.S. Harbor Worker's and Longshoremen's, Outer Continental Shelf, and Jones Act coverage</p>
(2)	<p><b>Employer's Liability</b> <span style="float: right;"><b>\$ 1,000,000 per occurrence</b></span></p>
(3)	<p><b>Commercial General and Contractual Liability</b> <span style="float: right;"><b>\$ 1,000,000 per occurrence</b></span>                      Must include: XCU (explosion, collapse, and underground) hazard coverage, premises operations, independent contractors, products and completed operations, broad form contractual, personal injury, and broad form property damage. Where the Work involves diving, Diver's Liability must be included. URS must be named as additional insured, which coverage shall be primary and non-contributing.</p>
(4)	<p><b>Automobile Liability</b> <span style="float: right;"><b>\$ 1,000,000 per occurrence</b></span>                      Must include owned, non-owned, and hired vehicles. If any hazardous substances are transported must include a MCS-90 endorsement and Motor Carriers Act of 1980 coverage applicable in the jurisdiction where the operations of the insured are performed. URS must be named as additional insured, which coverage shall be primary and non-contributing.</p>
(5)	<p><b>Umbrella Liability</b> <span style="float: right;"><b>\$ 2,000,000 aggregate</b></span>                      In excess of (1), (2), (3), and (4) above.</p>
(6)	<p><b>Pollution Liability</b> <span style="float: right;"><b>\$ 5,000,000 per occurrence</b></span>                      Required if Work involves invasive Work or hazardous substances. If the Work includes asbestos abatement, Asbestos Liability must be included. If the Work includes transportation, treatment, or disposal, such activities must be insured under the policy. URS must be named as additional insured, which coverage shall be primary and non-contributing.</p>
(7)	<p><b>Professional Liability</b> <span style="float: right;"><b>\$ 1,000,000 per claim / aggregate</b></span>                      Required if performing professional services.</p>
(8)	<p><b>Aviation Liability</b> <span style="float: right;"><b>\$ 10,000,000 per occurrence</b></span>                      Required if using aircraft, including helicopters. Coverage must not exclude War and Terrorism coverage. URS must be named as an additional insured, which coverage shall be primary and non-contributing. A waiver of subrogation in favor of URS is required.</p>
(9)	<p><b>Marine Liability</b> <span style="float: right;"><b>\$ 10,000,000 per occurrence</b></span>                      Required if using watercraft. Must include Charterers' Liability and Hull Protection and Indemnity. URS must be named as an additional insured, which coverage shall be primary and non-contributing.</p>

Prior to the commencement of the Work, Subcontractor shall provide URS with certificates of insurance evidencing the required insurance and including the additional insured and waiver of subrogation requirements. Such certificates shall be issued by an insurance carrier(s) acceptable to URS and shall be endorsed to include thirty (30) days prior written notice of cancellation or material change in any of the coverages. Subcontractor shall include these minimum insurance requirements in its sub-subcontracts unless URS consents in writing to a deviation. The failure of URS to insist upon any requirement in this Article shall not relieve Subcontractor of its obligation to fully comply with the requirements herein.

**ARTICLE VII - Indemnification.** To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless URS and Client and each of their agents and employees, from any and all claims, demands, judgments, loss, damages, or liability on account of injuries, disease, or death to any person, including Subcontractor's employees (notwithstanding Workers' Compensation laws), or damage to property, or any type of claim, loss, damage, or liability whatsoever arising out of or in connection with the performance of Subcontractor's Work under this Subcontract or any actual or alleged error, omission, negligent act, statutory violation, or breach of obligation of Subcontractor, its employees, lower tier subcontractors, suppliers or agents, or release or discharge of pollutants or contaminants for which Subcontractor is strictly liable under applicable law. In addition, to the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless URS and Client and their employees and agents against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any patent or copyright infringement by Subcontractor or its lower tier subcontractors or suppliers; or any lien or other claim by Subcontractor or its lower tier subcontractors or suppliers inconsistent with this Subcontract.

**ARTICLE VIII - Warranties.** Subcontractor represents that it is qualified to perform the Work and that all licenses or permits required to do the Work will be timely acquired; that Subcontractor shall comply with all applicable laws, regulations, and orders in the performance of the Work; that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by others performing similar Work under similar circumstances; that all goods and materials to be supplied by Subcontractor shall be of good and merchantable quality; and that the Work shall conform to the Subcontract requirements. Subcontractor shall, at its sole expense, promptly correct or replace non-conforming or defective Work. This obligation shall continue for one year after initial operation at the site or two years after delivery of the Work, whichever is later. Corrected or replaced Work shall be subject to the same warranties as, and for an additional period equal to that above. This remedy shall be in addition to all other remedies provided by law.

**ARTICLE IX - Health and Safety.** Subcontractor shall comply, and shall secure compliance by its employees, agents, and lower tier subcontractors with all applicable health, safety and security laws and regulations, including, without limitation, state and local laws and regulations, any health and safety plan issued by URS, and URS and Client rules and regulations. Compliance with such requirements shall represent the minimum standard required of Subcontractor. Subcontractor shall be responsible for examining all requirements and determining whether additional or more stringent health, safety and security provisions are required for the Work. Subcontractor agrees to comply with training and medical monitoring and certification requirements regarding its employees, agents, lower tier subcontractors and other invitees to the extent required by applicable laws, regulations, health and safety plans, and URS and Client rules and regulations, and to pay the costs and expenses thereof; and warrants that all such persons shall be fit and qualified to carry out the Work. Subcontractor agrees to furnish protective devices and clothing as required by applicable laws, regulations, health and safety plans and URS and Client rules and regulations, and to ensure that such devices or clothing are properly used by its employees, lower tier subcontractors and other invitees of Subcontractor at the job site.

**ARTICLE X - Suspension and Termination.** URS may suspend or terminate all or any part of the Work. In such event, Subcontractor shall solicit and comply with all directions given by URS concerning the suspension or termination, such as protection of the Work performed, consultations and any other matters required by URS and shall resume the suspended Work promptly after being notified by URS to do so. In the event of a suspension or a termination without cause, Subcontractor shall be compensated for Work performed prior to the suspension or termination. After receipt of a termination notice, Subcontractor, except as otherwise required by URS, shall deliver to URS all data, drawings,

specifications, reports, summaries, and other information and materials prepared by Subcontractor or received from URS in the performance of the Work, whether completed or in progress.

Termination for cause shall include, without limitation: (1) failure by Subcontractor at any time to provide necessary labor, materials, supplies, equipment, utilities, facilities or supervision for the proper performance of the Work; (2) failure to correct any material defect which it is obligated to correct after being so ordered by URS; (3) substantial failure to comply with any one or more of Subcontractor's obligations under this Subcontract; (4) failure to make prompt payment to lower tier subcontractors or suppliers; (5) failure to maintain proper quality control procedures and required licensing and certification; and (6) insolvency on the part of the Subcontractor. Upon termination for cause, URS may take possession of all materials, supplies, equipment, and facilities, purchased or paid for by Client or URS and finish the Work or employ any other person or persons to finish the Work. In any such event, Subcontractor shall not be entitled to receive any further payment under this Subcontract until the Work is wholly completed, at which time, if the unpaid balance to be paid to Subcontractor under this Subcontract exceeds the cost and expense of completing the Work, the excess shall be paid by URS to Subcontractor; if such cost and expense exceeds the unpaid balance, Subcontractor shall be liable for and shall pay the difference to URS.

**ARTICLE XI - Disputes.** After first attempting to resolve disputes through good faith negotiations, the parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Subcontract, except to the extent that the Prime Contract provides otherwise. In the event that a dispute between URS and Subcontractor relates to a dispute between URS and Client, Subcontractor and URS agree to be bound by the dispute resolution procedures in the Prime Contract, and in such event, Subcontractor consents to joinder in any proceedings between URS and Client upon the request of URS. Subcontractor, however, shall not have the right to join in proceedings between URS and Client unless URS consents to the joinder.

**ARTICLE XII - Confidentiality.** Subcontractor shall maintain information acquired or prepared under this Subcontract in confidence. If such information is required to be disclosed by law, Subcontractor will notify URS immediately upon receipt of such order and will reasonably cooperate with URS and Client in the event URS or Client seeks any legal protective order with respect to such information.

**ARTICLE XIII - Ownership of Documents, Patents and Copyrights.** All intellectual property developed in the performance of the Work, and all records relating to the Work, including, without limitation, all drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed the property of URS. Subcontractor shall maintain all such materials in kind, or on microfilm, except for samples, for a period of not less than 2 years after completion of the Work, or for such longer time as may be required by the Prime Contract.

**ARTICLE XIV - Inspection and Non-Waiver.** Subcontractor shall permit the representatives of Client and URS to inspect and observe the Work at all reasonable times, and all Work shall be subject to acceptance and approval of URS and Client. Such acceptance and/or approval shall not relieve Subcontractor of its responsibility to perform the Work in accordance with all Subcontract requirements. The failure of URS to insist upon strict performance of any of the terms of this Subcontract or to exercise any rights conferred by this Subcontract shall not be construed as a waiver of its right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**ARTICLE XV - Audit.** Subcontractor shall comply with accounting and audit requirements of the Prime Contract. Representatives of URS and Client shall have access, at all reasonable times, to Subcontractor's personnel job descriptions, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, data stored in computers, and memoranda of every description pertaining to the Work, for the purpose of auditing and verifying the accuracy of costs and hours relating to the Work for which URS is to credit Subcontractor hereunder or for any other reasonable purpose. URS and Client's representatives shall have the right to reproduce any of the information referred to above. Subcontractor shall preserve, and shall require its lower tier subcontractors to preserve, and provide audit access to, all information referred to above for a period of not less than two (2) years after completion and acceptance of the Work or termination of the Subcontract or for the period required by the Prime Contract or by law, if longer.

**Subcontract No.:** \_\_\_\_\_

**ARTICLE XVI - Notices.** Notices shall be deemed to have been sufficiently given if in writing and delivered either personally or by mail to the authorized representative of the other party; notices given by mail shall also be transmitted by facsimile at the time of mailing. In the absence of specifically-designated authorized representatives, the signatories to this Subcontract shall be authorized representatives.

**ARTICLE XVII - Compliance With Law and EEOC Compliance.** In performance hereunder, and every activity connected therewith, Subcontractor shall comply fully with all applicable laws, ordinances, rules and regulations, and when requested, shall furnish evidence satisfactory to URS of such compliance. In addition, Subcontractor shall comply with the then current provisions of the Equal Opportunity Clause at 41 CFR § 60-1.4(a), 41 CFR § 60-250.5(a) and 41CFR § 60-741.5(a) which are hereby incorporated by reference.

**ARTICLE XVIII - Integrated Writing.** This Subcontract constitutes the entire agreement between URS and Subcontractor and supersedes all prior or contemporaneous communications, representations, or agreements, oral or written, with respect to its subject matter. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by the parties authorized representatives.

**THE PARTIES ACKNOWLEDGE** that there has been an opportunity to negotiate the terms and conditions of this Subcontract and agree to be bound accordingly.

**SUBCONTRACTOR**

**URS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

Subcontract No.: \_\_\_\_\_

**WORK ORDER NO.** \_\_\_\_\_

In accordance with the Subcontract for Services ("Subcontract") between \_\_\_\_\_  
[Subcontractor] ("Subcontractor"), and [insert full legal name of URS subsidiary]  
a [state of incorporation] corporation ("URS"), dated [Subcontract Effective Date], this  
Work Order describes the Work, Schedule, and charges and payment conditions for the Subcontractor's  
Work on the Project known as:

\_\_\_\_\_  
**Subcontractor Authorized Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**URS Authorizing Entity:** [legal name of URS entity issuing the Work Order]

**URS Authorized Representative:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_

**Work.** The Work shall be described on Attachment \_\_\_\_\_ to this Work Order. Subcontractor shall perform the Work under the general direction of URS and shall furnish all labor, materials, supplies, equipment, supervision and services necessary for and incident to the performance of the Work. Subcontractor represents that it has thoroughly reviewed the Work and the Prime Contract and that it accepts the Work and the conditions under which the Work is to be performed.

**Schedule.** The Schedule shall be set forth on Attachment \_\_\_\_\_ to this Work Order. Subcontractor represents that the Schedule is reasonable.

**Payment.** The basis for determining the amount of charges, the frequency of billing, and special payment conditions shall be set forth on Attachment \_\_\_\_\_ to this Work Order.

**Prime Contract.** The Prime Contract, if applicable, is included as Attachment \_\_\_\_ to this Work Order.

**Terms and Conditions.** The terms and conditions of the Subcontract referenced above shall apply to this Work Order.

**ACCEPTANCE** of the terms of this Work Order is acknowledged by the following signatures of the Authorized Representatives of the parties to the Work Order.

**SUBCONTRACTOR**

**URS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature