

**FILE NO.6951 - REQUEST FOR QUALIFICATIONS FOR OPEN SPACE DESIGN SERVICES – THURSDAY, AUGUST 20, 2015 @ 11:00 A.M.**

**REQUEST FOR QUALIFICATIONS  
FOR OPEN SPACE DESIGN SERVICES**

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, Massachusetts, 02139 until 11:00 a.m. on **Thursday, August 20, 2015** for furnishing the following to the City of Cambridge:

The City of Cambridge (“the City”) seeks proposals from appropriately qualified and experienced landscape architects to develop park designs for new public open spaces located in eastern Cambridge. Park designs will be guided by design principles established through Eastern Cambridge/Kendall Square Open Space Study, which included the Connect Kendall Square Open Space Competition. Required services also include preparation of bid documents and contract administration.

**This bid may be downloaded from the City’s website: [www.cambridgema.gov](http://www.cambridgema.gov), Online Services, Purchasing Bid List, Design RFP, File No. 6951**

Copies of the Request for Qualifications may be obtained at the Office of the Purchasing Agent on and after Thursday, July 23, 2015 between the hours of 8:30 a.m. and 8:00 p.m. on Mondays, 8:30 a.m. to 5:00 p.m. Tuesday thru Thursday, and 8:30 to 12:00 p.m. on Fridays.

The successful offeror must be an Equal Opportunity Employer.

The City of Cambridge reserves the right to reject any or all proposals, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

**THERE MUST BE NO MENTION OF THE APPLICANTS FEE IN THE PROPOSAL. ANY MENTION OF THE FEE WILL SUBJECT THE PROPOSAL TO REJECTION.**

Questions concerning the Request for Qualifications for Open Space Design Services may be submitted in writing by 11:00 a.m on **Monday, August 10, 2015** to Amy L. Witts, at the address above or by fax (617-349-4008). Answers will be sent to all vendors who received the Request for Qualifications through the Purchasing Office.

One original and eight (8) copies of the proposal marked “File No. 6951 RFQ for Open Space Design Services” must be received by **Amy L. Witts**, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139 prior to 11:00 a.m. on **Thursday, August 20, 2015** Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Department by the established deadline. It is the responsibility of the applicant to assure proper and timely delivery.

**Amy L. Witts  
Purchasing Agent**

**CITY OF CAMBRIDGE  
REQUEST FOR PROPOSALS  
FOR DESIGNER SERVICES**

**INSTRUCTIONS TO APPLICANTS**

**CONTENTS OF THE PROPOSAL:** Each proposal should contain only pertinent information and requested documentation, demonstrate how the applicant meets the minimum qualifications set forth in the advertisement for the Request for Qualifications, demonstrate the previous relevant experience of the applicant and have a table of contents or easily discernible, labeled sections

Each proposal must contain, at minimum, the following documents: DSB2014-Form 1; résumés of all persons participating in the Project, including, but not limited to, the principals and consultants. A proposal which does not provide the information and documentation requested or suggested may be deemed nonresponsive and therefore rejected.

**SUBMISSION OF THE PROPOSAL:** Each original proposal (marked "ORIGINAL" on the sealed package) and eight (8) of copies of the proposal, as well as an electronic copy, marked "File No. 6951, RFP for Open Space Design Services" must be delivered to **Amy L. Witts**, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139 no later than 11:00 a.m., **August 20, 2015** It is the responsibility of the applicant to insure that delivery is made in a proper and timely fashion. Any proposals received after such time will not be accepted, unless this date and time have been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph.

**QUESTIONS AND CLARIFICATIONS:** Any questions or requests for clarification must be submitted in writing, or fax to the Purchasing Agent, Amy L. Witts, at the address above or by fax (617-349-4008), no later than 11:00 a.m. on **Monday, August 10, 2015**. At the sole discretion of the Purchasing Agent, an addendum will be issued with clarifications or answers to the questions.

**CORRECTION, MODIFICATION, OR WITHDRAWAL OF PROPOSAL:** Prior to the deadline for receipt of proposals, an applicant may correct, modify, or withdraw its proposal by making the request in writing. All corrections, modifications, or withdrawals must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating the title of the project, the deadline for the receipt of the proposals and a notation that the envelope contains a correction, modification, or withdrawal of the original proposal submitted for the particular project.

**ADDITIONAL INFORMATION REGARDING THE PROJECT:** Additional information with regard to the project may be attached hereto. Any such information is deemed incorporated herein and made a part hereof. All proposers must be willing to sign the City's contract which is attached. The City will not accept a proposer's terms and conditions.

**DURATION OF PROPOSAL:** A proposal will remain in effect for a period of ninety (90) calendar days from the deadline for submission of proposals, until it is formally withdrawn according to the procedures set forth herein, a contract is executed, or this RFQ is cancelled, whichever occurs first. The City reserves the right to reject any and all proposals, or portions thereof.

**ADDENDA:** Addenda will be mailed by the Purchasing Agent only to those persons who were issued a copy of the RFQ by the Purchasing Department and posted to the website.

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**LIVING WAGE REQUIREMENTS:** The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2015 is \$14.95 per hour. The Living Wage Requirements are attached.

**SELECTION CRITERIA:** The selection of the finalists will be based, at minimum, on the following criteria: prior similar experience; past performance on public and private projects; financial stability; and identity and qualifications of the consultants who will work with the applicant on the project, including professional registration when required.

**SELECTION PROCESS:** All proposals will be reviewed by the Designer Selection Committee ("the Committee"). The Committee will select a minimum of **three (3)** applicants to be interviewed. The Purchasing Agent will notify all applicants of the names of the applicants selected for interviews. The City may award up to four (4) contracts, one for each open space.

The applicants chosen for interviews will be notified, either by mail, email, or telephone, of the date, time and place for their interviews and any other pertinent information related thereto.

Within a reasonable period of time after the last interview, the Committee will forward to the City Manager its recommendation of the final ranking of the short-listed applicants. The City Manager may, at his sole discretion, interview any of the finalists.

The City Manager may accept or reject the ranking. The applicant(s) selected by the City Manager will be notified either by mail, email, or telephone of the selection. The selected applicant(s) will submit a proposal along with a fee to the Purchasing Agent. Negotiations will commence thereafter, until an acceptable fee has been reached. In the event negotiations are unsuccessful, the City will request the second ranked finalist, then if necessary the third ranked finalist, to submit a proposal in the same manner as for the first ranked finalist. In the unlikely event negotiations are unsuccessful with the three top finalists, the City may re-advertise the RFQ or may select additional finalists from the original pool of applicants.

Once successful negotiations have concluded or if the fee has been set, the City will prepare the contract(s) and submit them to the successful applicant(s) for signature. Upon receipt of the executed contract and all other required documents, the City will have the contract(s) signed by City officials.

**CITY OF CAMBRIDGE  
OPEN SPACE DESIGN SERVICES  
REQUEST FOR PROPOSALS**

**SECTION I: SCOPE OF SERVICES**

***Overview***

The City of Cambridge invites applications from appropriately qualified and experienced designers to conduct public processes and develop park designs for new public open spaces located in eastern Cambridge. The open spaces are located at the following locations:

- ***Rogers Street Park:*** 97,909 square foot site bounded by Bent Street to the north, Third Street to the east, Rogers Street to the south, and Second Street to the west
- ***Triangle Parcel:*** approximately 35,000 square foot site bounded by Binney Street to the north, Land Boulevard to the east, and First Street to the west
- ***Binney Street Parcel:*** approximately 47,000 square foot site bounded by Binney Street to the north, Galileo Galilei Way to the east, Broadway to the south, and the Grand Junction railroad right of way to the west
- ***Point Park:*** approximately 24,600 square foot site bounded by Broadway and Main Street. The site is bisected by the eastbound lane of Main Street

The designer should be experienced in meeting with a variety of groups and the public to develop a design that is sensitive to the many aspirations for the park(s). In completing these designs, the designer must develop cost estimates and timelines for construction.

With the exception of Point Park, required services also include preparation of bid documents and contract administration. For Point Park, the scope of work will conclude at the design development phase.

The City may award up to four (4) different contracts, one for the design of each open space; however, design services for multiple open spaces may be included under a single contract if it is determined to be in the best interest of the City to do so.

***Background and Existing Resources***

The open spaces that are the subject of this RFQ are located in and around the Kendall Square area, which has experienced significant transformation from a former industrial area into a center for biotechnology and innovation companies. The district has also experienced residential and commercial retail growth, including an increase in ground floor retail, cafés, and restaurants. Kendall Square is bordered by communities with a largely residential character—East Cambridge to the north, and Wellington-Harrington and Area Four to the west—as well as the Massachusetts Institute of Technology (MIT) to the south.

The parks are among a number of open spaces that form an open space network in the eastern Cambridge/Kendall Square area. This network was the subject of the City's Eastern Cambridge/Kendall Square Open Space (ECKOS) Study. As a part of the process, the City conducted the Connect Kendall Square Open Space Competition, which resulted in design principles enumerated in Connect Kendall Square Framework Plan that will guide the design processes for each park (Attachment A). The Framework Plan and more information about the ECKOS Study and Connect Kendall Square competition is available at [www.cambridgema.gov/kendallopenspace](http://www.cambridgema.gov/kendallopenspace).

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The Framework Plan provides design principles for the character and potential uses at each of the open spaces, as well as guidance toward how these spaces can connect to and interact with the surrounding community context. Initial conceptual open space designs shall be informed by the principles enumerated in the Connect Kendall Square Framework Plan and further developed and refined through the design process with input from the community.

The framework plan also provides recommendations pertaining to the connections between individual open spaces and an overall open space network for the area. To the extent feasible within the parameters of each project site, open space designs should accommodate future connections recommended in the Framework Plan. Design and construction of individual sites should be conducted so as to facilitate the long-term implementation of the Framework Plan recommendations.

Where appropriate, the designer of each open space shall coordinate with other designers to ensure the establishment of effective connections between sites as recommended in the Framework Plan.

The designer(s) should also be familiar with the [2012 K2 Planning Study](#), which established a set of goals and recommendations for the Kendall Square area, as well as the [2006 East Cambridge Neighborhood Study Update](#), and the [2001 Eastern Cambridge Planning Study](#). The park designs will also be informed by goals and priorities that guide the City's open space development, as enumerated in the [City's Open Space Plan](#), [Healthy Parks and Playgrounds Task Force Report](#), [Cambridge Riverfront Plan](#), and [Green Ribbon Open Space Study](#). These documents are available on the Cambridge Community Development Department website, <http://www.cambridgema.gov/CDD/publications.aspx>.

***Site-Specific Considerations***

Beyond the guiding design principles enumerated in the Connect Kendall Square Framework Plan, the following site-specific factors shall be taken into consideration in developing proposals and designs:

***Rogers Street Park:***

As a part of the scope of work, the consultant will develop an existing conditions survey and assess the environmental condition of the site. The site is located in an area with historic industrial uses. The soil on the site has been cleaned to a depth of four feet.

All stormwater generated from the park should drain onto the site. This should be into account when considering grading, topography, surfacing, and other factors that affect drainage on the park site.

The park is currently ready for construction, and construction can begin following the design phase. Construction is anticipated to begin spring 2016.

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*Triangle Parcel:*

The designer will work with City staff to assess connections to and access from uses surrounding the park, and applicability of potential pedestrian safety and traffic calming interventions to facilitate access to the park. This includes the potential for realignment or conversion of surrounding streets in the long-term.

As a part of the scope of work, the consultant will develop an existing conditions survey and assess the environmental condition of the site. The site is located in an area with historic industrial uses. It is expected that the soil on the site will be clean to a depth of four feet.

Stormwater generated from the park should drain onto the site. This should be into account when considering grading, topography, surfacing, and other factors that affect drainage on the park site.

The site is currently used for construction staging for a development project. As of the posting of this RFQ, the site has not yet been transferred to the City. The aforementioned construction and construction staging is anticipated to be completed in 2016.

*Binney Street Parcel:*

The design of this park shall accommodate potential future uses of the Grand Junction Railway corridor as well as a continuous multi-use through connection informed by previous work and ongoing initiatives relating to the Grand Junction pathway. This is subject to ongoing discussion and coordination with MassDOT and the City.

The design will need to consider connections to Cambridge Redevelopment Authority (CRA) parcel south of Binney Street Parcel that is currently under construction.

As a part of the scope of work, the consultant will develop an existing conditions survey and assess the environmental condition of the site. The site is adjacent to a rail right of way and is located in an area with historic industrial uses. It is expected that the consultant will need to do a full environmental characterization of the site.

Stormwater generated from the park should drain onto the site. This should be into account when considering grading, topography, surfacing, and other factors that affect drainage on the park site.

The site has not yet been conveyed to the City. The site will be used for short-term construction staging, and is anticipated to be ready for construction in 2016.

*Point Park:*

There is significant utility infrastructure beneath Point Park, including underground infrastructure for the public art installation currently on the site.

The scope of work for this park will include an existing conditions survey and schematic design. The scope for this park does not include development of construction documents, project bidding, or contract

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administration. This park is not expected to be put out to bid for construction following the same timeline as the three open spaces listed above.

***Public Process***

The designer shall work with City of Cambridge officials to identify neighborhood residents, potential park users, and other stakeholders to engage in developing designs for the open spaces listed in this RFQ. Community groups that have been active in this process include the City-appointed ECKOS Study Committee and Kendall Square Advisory Committee.

There shall be no fewer than two well-publicized community meetings to develop and discuss conceptual and final designs. It is anticipated that the community meetings will be held as joint meetings for the four open spaces. The anticipated meeting sequencing is as follows:

First Public Meeting: Present conceptual designs (and design alternatives) based on design principles identified in the Connect Kendall Square Framework Plan. Designer(s) will present the park designs and solicit community feedback.

Subsequent Public Meeting(s): Present revised conceptual design for each park in response to feedback. *Additional meetings will be held as necessary to further refine design(s).*

The consultant shall coordinate with the City's interdepartmental Open Space Committee, which includes members from the City Manager's Office, the Community Development Department, the Department of Human Services Programs, the Department of Public Works, the Arts Council, and the Electrical Department.

***Project Team(s)***

The City may enter into contract(s) with up to four vendor(s), which may be a person, a corporation, a partnership, or a joint venture ("Project Team"). The contract(s) will be managed by the Community Development Department. The proposal must demonstrate that Project Team members have the specific experience outlined in this request. A Team Leader for the Project Team must be designated.

In addition to the capacity to develop open space designs and conduct a public process as described in this Scope of Services, the Project Team should be familiar with construction methods, working drawings, and public bid requirements, and must have demonstrable experience in open space design in a municipal environment.

**The selected firm or individual must have as part of the team the following disciplines or expertise:**

- Landscape Architecture
- Civil and Environmental Engineering
- Licensed Site Professional
- Environmental Remediation
- Demonstrated knowledge of additional areas of expertise as necessitated by Site-Specific Considerations and Framework Plan

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Each member of the Team must have demonstrated successful experience within his or her discipline. Members of the Project Team who are registered with a professional organization should provide evidence of registration or licensing to practice professionally within the Commonwealth of Massachusetts.

Design and construction bid documents must be completed within nine (9) months of contract award. The project design must comply with all applicable federal and state laws and City ordinances and regulations.

***Contract Administration/Construction Oversight***

Following the construction bid, the City will contract with and oversee the operations of a construction contractor on a day-to-day basis. There will be certain requirements of the designer during the construction phase: pre-construction conference, shop drawings, site visits, cost reviews, and final punch list and walkthrough will need to be performed or processed by the designer.

**SECTION II: INSTRUCTIONS TO OFFERORS**

1. One original and eight (8) copies, as well as an electronic copy (on a compact disc, DVD, or USB storage drive) of the proposal marked “RFQ for Open Space Design Services” must be received by **Amy L. Witts**, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge prior to **11:00 a.m. on Thursday, August 20, 2015**.
2. All requests for clarification or any questions about information contained in this RFQ must be submitted in writing and addressed to Amy L. Witts, Purchasing Agent, City of Cambridge, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. Requests for clarification or questions and responses will be sent to all proposers. **All requests for information or questions must be received by Monday, August 10, 2015.** The name, address, telephone number, and fax number of the person to whom such additional should be sent must be provided by the offeror.
3. Failure to answer any question, complete any form, or to provide the documentation required will be deemed non-responsive and result in an automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality.

**SECTION III: EVALUATION OF THE PROPOSALS**

1. **Proposals:** Each offeror must submit a written proposal to this RFQ, which includes full and clear descriptions of the evaluation criteria, outlined in Section V. The Designer Selection Committee will evaluate each proposal based on the evaluation criteria.
2. **Price Proposal:** Price will not be considered when initially evaluating a proposal. After the finalists have been ranked, the City will enter into price negotiations with the offeror(s). Note that the City intends to aggressively negotiate low overhead and mark-up costs for sub-consultants particularly when the work primarily involves only the sub-consultant.
3. **References:** References will be contacted to determine if the offeror is responsive and responsible. References will be asked about their overall impression of the offeror, quality of work performed, understanding of factors affecting implementation, and the timeliness of the product. The City reserves the right to use itself as a reference to determine the responsibility of a vendor.

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4. **Interviews:** The Designer Selection Committee may interview finalists to determine if the offerors are responsive and responsible, and meet the needs of the City. Offerors should therefore be prepared to travel to Cambridge for this interview, which should include the Team Leader and additional key personnel who will be working on projects on a day-to-day basis. The City will not assume any travel costs related to these interviews.
5. **Award of Contract:** The City may award up to four (4) contracts, one for each park. The City reserves the right to reject any and all proposals if it determines that it is in the best interest of the City to do so.

**SECTION IV: PROPOSAL SUBMISSION REQUIREMENTS**

1. Designer Selection Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2014.
2. A list of at least three entities, of which two must be in the public sector, for which you have conducted similar design services. Please include the name and telephone number of the contact person at each, the year of the contract, and the nature of the project. These contacts shall serve as references. Also, include no less than three personal references of the key members assigned to the project, also from former clients. Such references will be used to determine an offeror's responsibility. The City reserves the right to use itself as a reference.
3. Résumés of key staff who will be assigned to project, with a description of responsibilities.
4. A signed Truth in Negotiations Certificate
5. A completed CORI Form and
6. A signed Anti Collusion/ Tax Compliance Form

**SECTION V: EVALUATION CRITERIA**

The purpose of information requested in this section is to assist the City in evaluating the offeror's overall qualifications, including its methodologies and technical abilities, and previous experience.

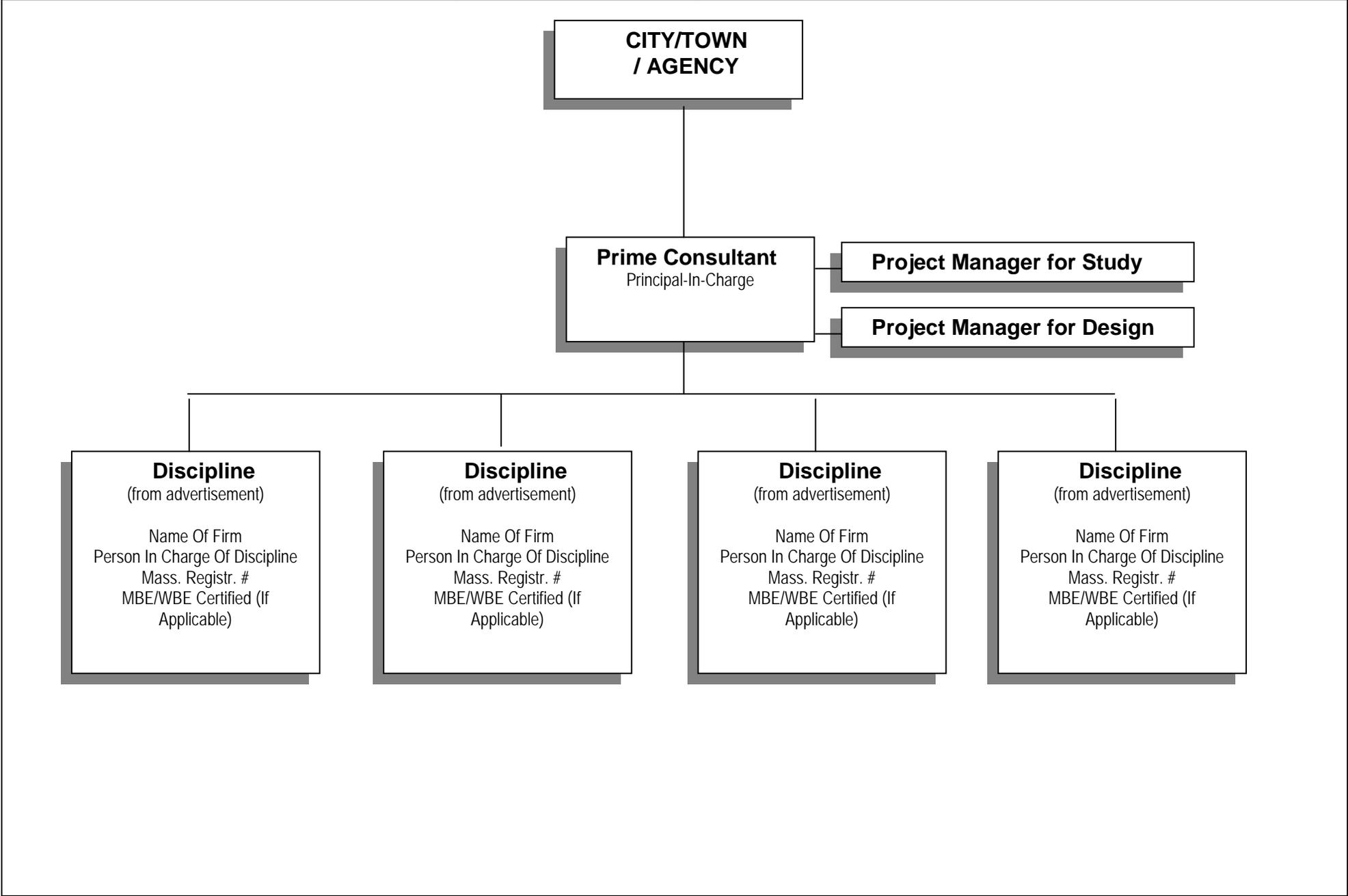
1. Experience demonstrated by the proposed project team in designing similar projects as outlined in the scope of services.
2. Quality of work, as determined by information on other projects on which the firm and the personnel has worked. The offeror should provide detailed information about previous projects that are similar to work proposed in this scope of services.
3. Professional qualifications: The Project Team has requisite knowledge and experience as outlined in Section I – Project Team. In addition, the relevant personnel on the team have the professional licenses required to execute this project.
4. Quality of references: The consultant should provide at least three references who should be able to comment substantively and positively on their experiences with the Project Team. The City reserves the right to use itself as a reference.
5. Capacity and Timeliness: The Project Team appears to have the capacity to undertake this project in a timely manner.
6. Responsiveness to Scope of Services: The Project Team has demonstrated that it understands the requirements of the scope and has proposed a strategy for carrying out the work effectively.

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7. **[Insert DSB-2014 Form]**



6. List **ONLY** Those Prime And Sub-Consultant Personnel Specifically Requested In The Advertisement. This Information Should Be Presented Below In The Form Of An Organizational Chart. Include Name Of Firm And Name Of The One Person In Charge Of The Discipline, With Mass. Registration Number, As Well As MBE/WBE Status, If Applicable:



7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. <u>Include Resumes of Project Managers</u> . Resumes should be consistent with the persons listed on the Organizational Chart in Question # 6. Additional sheets should be provided only as required for the number of Key Personnel requested in the Advertisement and they must be in the format provided. By including a Firm as a Sub-Consultant, the Prime Applicant certifies that the listed Firm has agreed to work on this Project, should the team be selected.	
a. Name and Title Within Firm:	a. Name and Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/> </div>	c. Name and Address Of Office In Which Individual Identified In 7a Resides: <div style="text-align: right;">           MBE <input type="checkbox"/>            WBE <input type="checkbox"/> </div>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments and Availability For This Project:	g. Current Work Assignments and Availability For This Project:
h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

8a. Current and Relevant Work By Prime Applicant Or Joint-Venture Members. Include <b>ONLY</b> Work Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (List Up To But Not More Than 5 Projects).					
a. Project Name And Location Principal-In-Charge	b. Brief Description Of Project And Services (Include Reference To Relevant Experience)	c. Client's Name, Address And Phone Number (Include Name Of Contact Person)	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee for Work for Which Firm Was Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

8b. List Current and Relevant Work By Sub-Consultants Which Best Illustrates Current Qualifications In The Areas Listed In The Advertisement (Up To But Not More Than 5 Projects For Each Sub-Consultant). Use Additional Sheets Only As Required For The Number Of Sub-Consultants Requested In The Advertisement.

Sub-Consultant Name:

a. Project Name and Location Principal-In-Charge	b. Brief Description Of Project and Services (Include Reference To Relevant Experience	c. Client's Name, Address And Phone Number. Include Name Of Contact Person	d. Completion Date (Actual Or Estimated)	e. Project Cost (In Thousands)	
				Construction Costs (Actual, Or Estimated If Not Completed)	Fee For Work For Which Firm Was/Is Responsible
(1)					
(2)					
(3)					
(4)					
(5)					

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.

# of Total Projects:		# of Active Projects:	Total Construction Cost (In Thousands) of Active Projects (excluding studies):		
Role P, C, JV *	Phases St., Sch., D.D., C.D., A.C.*	Project Name, Location and Principal-In-Charge	Awarding Authority (Include Contact Name and Phone Number)	Construction Costs (In Thousands) (Actual, Or Estimated If Not	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

\* P = Principal; C = Consultant; JV = Joint Venture; St. = Study; Sch. = Schematic; D.D. = Design Development; C.D. = Construction Documents; A.C. = Administration of Contract

10. Use This Space To Provide Any Additional Information Or Description Of Resources Supporting The Qualifications Of Your Firm And That Of Your Sub-Consultants For The Proposed Project. If Needed, Up To Three, Double-Sided 8 ½" X 11" Supplementary Sheets Will Be Accepted. **APPLICANTS ARE ENCOURAGED TO RESPOND SPECIFICALLY IN THIS SECTION TO THE AREAS OF EXPERIENCE REQUESTED IN THE ADVERTISEMENT.**

**Be Specific – No Boiler Plate**

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Have monies been paid by you, or on your behalf, as a result of Professional Liability Claims (in any jurisdiction) occurring within the last 5 years and in excess of \$50,000 per incident? Answer **YES** or **NO**. If YES, please include the name(s) of the Project(s) and Client(s), and an explanation (attach separate sheet if necessary).

13. Name Of Sole Proprietor Or Names Of All Firm Partners and Officers:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

14. If Corporation, Provide Names Of All Members Of The Board Of Directors:

Name	Title	MA Reg #	Status/Discipline	Name	Title	MA Reg #	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

15. Names Of All Owners (Stocks Or Other Ownership):

Name And Title	% Ownership	MA. Reg.#	Status/Discipline	Name And Title	% Ownership	MA. Reg.#	Status/Discipline
a.				d.			
b.				e.			
c.				f.			

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7C, Section 44 of the General Laws, or that the services required are limited to construction management or the preparation of master plans, studies, surveys, soil tests, cost estimates or programs. The information contained in this application is true, accurate and sworn to by the undersigned under the pains and penalties of perjury.

Submitted by \_\_\_\_\_ Printed Name and Title \_\_\_\_\_ Date \_\_\_\_\_  
 (Signature)

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**Insert Attachment # 1**

**CITY OF CAMBRIDGE  
REQUEST FOR PROPOSALS  
ANTI-COLLUSION/ TAX COMPLIANCE STATEMENT**

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

As required by M.G.L. Chapter 62C, Section 49A, the undersigned further certifies under penalty of perjury that the bidder has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support".

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and title of person signing proposal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Address

**RETURN THIS FORM WITH YOUR PROPOSAL**

**CITY OF CAMBRIDGE**

**DESIGNER’S/ENGINEER’S OR CONSTRUCTION MANAGER’S  
TRUTH-IN-NEGOTIATIONS CERTIFICATE**

**For Negotiated Fees**

The undersigned hereby certifies under the penalties of perjury that the wage rates and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

BY: \_\_\_\_\_

Name and Title: \_\_\_\_\_

\_\_\_\_\_

Project: \_\_\_\_\_

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

**Reference: M.G.L. c. 7, §38H(b)**

**RETURN THIS FORM WITH YOUR PROPOSAL**

**CORI COMPLIANCE FORM**

Persons and businesses supplying goods and/or services to the City of Cambridge (“Vendors”), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy (“CORI Policy”) attached hereto.

**CERTIFICATION**

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. \_\_\_\_\_ CORI checks are not performed on any Applicants.
2. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor’s CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

\_\_\_\_\_

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

Signature

\_\_\_\_\_

(Name of Business)

**NOTE:**

**The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.**

**Instructions for Completing CORI Compliance Form:A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor’s CORI policy conforms to the policies, practices and standards set forth in the City’s CORI Policy. A Vendor with a CORI policy that does NOT conform to the City’s CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.**

**RETURN THIS FORM WITH YOUR PROPOSAL**

**ORDINANCE NUMBER 1312**

**Final Publication Number 3155. First Publication in the Chronicle on December 13, 2007.**

**City of Cambridge**

**In the Year Two Thousand and Eight**

**AN ORDINANCE**

**In amendment to the Ordinance entitled “Municipal Code of the City of Cambridge”**

**Be it ordained that Cambridge Municipal Code Chapter 2.112 is hereby amended by adding a new Section 2.112.060 entitled “CORI Screening by Vendors of the City of Cambridge” as follows:**

Adding after Section 2.112.050 the following new sections:

SECTION 2.112.060

CORI SCREENING BY VENDORS OF THE CITY OF CAMBRIDGE

Sections:

2.112.061 Purpose

2.112.062 Definitions

2.112.063 CORI-Related Standards of the City of Cambridge

2.112.064 Waiver

2.112.065 Applicability

2.112.061 Purpose

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Cambridge deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

2.112.062 Definitions

Unless specifically indicated otherwise, these definitions shall apply and control.

*Awarding Authority* means the City of Cambridge Purchasing Agent or designee.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Cambridge.

2.112.063 CORI-Related Standards of the City of Cambridge

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The City of Cambridge employs CORI-related policies, practices and standards that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies, practices and standards. The City of Cambridge will do business only with vendors who, when required by law to perform CORI checks, employ CORI-related policies, practices, and standards that are consistent with policies, practices and standards employed by the City of Cambridge. The awarding authority shall consider any vendor's deviation from policies, practices and standards employed by the City of Cambridge as grounds for rejection, rescission, revocation, or any other termination of the contract.

2.112.064 Waiver

The City Manager may grant a waiver to anyone who or which has submitted a request for waiver if it is objectively reasonable; and the City Manager, or a delegate, shall report promptly in writing to the City Council all action taken with respect to every request for a waiver and the reasons for the decision.

2.112.065 Applicability

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

In City Council January 28, 2008.

Passed to be ordained by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- D. Margaret Drury, City Clerk.

A true copy;

ATTEST:-

D. Margaret Drury

City Clerk

**City of Cambridge CORI Policy**

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:

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- (a) Relevance of the crime to the position sought;
- (b) The nature of the work to be performed;
- (c) Time since the conviction;
- (d) Age of the candidate at the time of offense;
- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof;
- (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

**Chapter 2.121**

**LIVING WAGE ORDINANCE**

**Sections:**

- 2.121.010 Title and Purpose**
- 2.121.020 Definitions**
- 2.121.030 Living Wage**
- 2.121.040 Waivers and Exceptions**
- 2.121.050 Notification**

**Requirements**

- 2.121.060 Duties of covered**

**Employers**

- 2.121.070 Community Advisory**

**Board**

- 2.121.080 Enforcement**
- 2.121.090 Severability**
- 2.121.100 Effective Date**

**2.121.010 Title and Purpose.**

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

**2.121.020 Definitions.**

For the purposes of this ordinance, the term:

**(a) "Applicable Department"** means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

**(b) "Assistance"** means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded

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after the effective date of this Chapter, and the lease of city owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.c. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

**(c) "Beneficiary"** means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

**(d) "Covered Employer"** means the City of Cambridge or a Beneficiary of Assistance.

**(e) "Covered Employee"** means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance..

**(f) "Living Wage"** has the meaning stated in Section 2.121.030.

**(g) "Person"** means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

**(h) "Service Contract"** means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

**(i) "Service Subcontract"** means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

**2.121.030 Living Wage.**

**(a) Applicability.** Covered Employers shall pay no less than the Living Wage to their employees.

**(b) Amount of wage.** The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

**(c) No reduction in collective bargaining wage rates.** Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

**(d) Cuts in non-wage benefits prohibited.** No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

**2.121.040 Waivers and Exceptions.**

**(a) Waivers.** A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter.

**(b) General Waivers.** Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

**(c) Hardship Waivers for certain not-for-profit employers.** An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

**(d) Chapter 30B contract waivers.** Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

**(e) General Waiver Request Contents.** All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

**(f) Hardship Waiver Request Contents.** All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;

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(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

**(g) Chapter 30B Contract Waiver Request Contents.** A Chapter 30B contract waiver request shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

**(h) Community Advisory Board review and recommendation regarding waiver requests.** The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

**(i) Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

**(j) Exceptions.** The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

**2.121.050 Notification**

**Requirements.**

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

**2.121.060 Duties of Covered Employers.**

**(a) Notification Requirements.** Covered employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

- (1) notice of the Living Wage amount;
- (2) a summary of the provisions of this ordinance;
- (3) a description of the enforcement provisions of the ordinance;
- (4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

**(b) Contract for Assistance.** At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, the contract must include the following:

- (1) the name of the program or project under which the contract or subcontract is being awarded;
- (2) a local contact name, address, and phone number for the Beneficiary;
- (3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees under the contract with the employees' job titles;
- (5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

**(c) Maintenance of payroll records.** Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

**(d) Applicable Department duties.** The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

**(e) Covered Employer to cooperate.** The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work

being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

**(f) City Assistance Reports.** Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

**2.121.070      Community Advisory Board.**

**(a) Purpose.** The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

**(b) Composition.** The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

**(c) Meetings.** The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

**(d) Conflict of Interest.** No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

**2.121.080      Enforcement.**

**( a) Enforcement powers.** In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings,

may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

**(b) Complaint procedures.** An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

**(c) Investigations and hearings.** The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

**(d) Remedies.** In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city.

Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

**(e) Private right of action.** Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

**(f) Remedies herein non-exclusive.** No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

**(g) Retaliation and discrimination barred.** A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise

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asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein

**2.121.090 Severability.**

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

**2.121.100 Effective Date.**

This law shall be effective sixty (60) after final passage. The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

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For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%.Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61% Therefore the new living wage, as of March 1, 2015 is \$14.95.

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**GENERAL TERMS AND CONDITIONS**

- LAWS:** All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
- The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, isability,sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
- TAXES:** Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
- QUANTITIES:** Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
- BID PRICES:** Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
- DELIVERY AND PACKAGING:** Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **“inside” delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.
- MODIFICATION OF BIDS:** Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
- REJECTION OF BIDS:** The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
- AWARD OF CONTRACT:** Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned.
- INDEMNITY:** Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
- TERMINATION OF CONTRACT:** Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

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**ASSIGNABILITY:** The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

**MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

File no.

**AGREEMENT FOR DESIGNER SERVICES  
BETWEEN  
THE CITY OF CAMBRIDGE  
AND  
THE DESIGNER**

This Agreement made on the \_\_\_\_\_ is between the City of Cambridge ("the **City**"), City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139 and \_\_\_\_\_ ("the **Designer**") located at \_\_\_\_\_

for the services described herein and in the attached APPENDIX A, Request for Proposals ("RFP").

The **City** and the **Designer** agree to the following:

**ARTICLE 1**

**DEFINITIONS**

**1.1. In General.**

**1.1.1. Well-known meanings.** When words or phrases which have a well-known technical or construction industry or trade meaning are used herein, such words or phrases shall be interpreted in accordance with that meaning, unless otherwise stated.

**1.1.2. Capitalization.** The words and terms defined in this Article are capitalized in this Agreement. Other capitalized words may refer to a specific document found in the Contract Documents or may be defined in the General Terms and Conditions of the Contract.

**1.1.3. Persons.** Whenever the word person or persons is used, it includes, unless otherwise stated, entity or entities, respectively, including, but not limited to, corporations, partnerships, and joint venturers.

**1.1.4. Singular and Plural.** The following terms have the meanings indicated which are applicable to both the singular and the plural thereof.

**1.2. Definitions.**

**1.2.1. Agreement -** The Agreement is this written document between the **City** and the **Designer** which is titled: Agreement for Designer Services between the City Of Cambridge and the **Designer**, which is the executed portion of the Contract, and which forms a part of the Contract. The Agreement also includes all documents required to be attached thereto, including, but not limited to, certificates of insurance and all modifications of the Agreement.

**1.2.2. Change Order -** A Change Order is a document which is signed by the Contractor and the **City** which is directed to the Contractor and which authorizes the Contractor to make an addition to, a deletion from, or a revision in the Work, or an adjustment in the sum or in the time of the Contract issued on or after the date of the Contract.

**1.2.3. Construction Cost -** The Construction Cost is the total cost or estimated cost to the **City** of all elements of the Project designed or specified by the **Designer**. The Construction Cost shall include the cost of labor at current prevailing wage rates established by the Commonwealth and furnished by the **City**, materials and equipment designed, specified, selected, or specially provided for by the **Designer** plus

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a reasonable allowance for the overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction. Construction Cost does not include the compensation of the **Designer** and the **Designers** consultants, the costs of the land, rights-of-way, financing, or other costs which are the responsibility of the **City** as provided herein.

**1.2.4. Construction Documents** - The Construction Documents consist of Plans and Specifications setting forth in detail the requirements for the construction of the Project.

**1.2.5. Contract Documents** - The Contract Documents consist of the Agreement between the City and the Contractor; the notice of award of the Contract; the Notice to Proceed; the entire Project Manual; Change Orders; Work Change Directives; the Contractor's Bid and all accompanying documents accepted by the City; and the **Designer's** written interpretations and clarifications issued on or after the issuance of the Notice to Proceed.

**1.2.6. Contract** - The Contract consists of all the Contract Documents.

**1.2.7. Contractor** - The Contractor is the person who is awarded the construction contract for the Project pursuant to M.G.L. c. 149, §§44A-H, inclusive, and is identified in the Agreement as such. The term "Contractor" is intended to include the Contractor as well as its authorized representative(s).

**1.2.8. General Terms And Conditions Of The Contract** - General Terms and Conditions of the Contract refers to the General Terms and Conditions of the Contract between the City and the Contractor.

**1.2.9. Product Data** - Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**1.2.10. Project** - The Project is the total construction of which the Work to be provided under the Contract Documents may be the whole or a part of the Project as indicated elsewhere in the Contract Documents and may include construction by the **City** or by separate contractors. The Project is the Work described in the invitation to bid and Specifications, and illustrated by the Plans.

**1.2.11. Proposed Change Order** - A Proposed Change Order is a Change Order that has not been approved by the **City**.

**1.2.12. Reimbursable Expenses** - Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the **Designer** in the interest of the Project, as identified by the following: long distance calls and faxes; fees paid for securing approval of authorities having jurisdiction over the Project; reasonable expense of reproduction necessary for the rendition of services hereunder, which expense shall not include the expense of producing the sets of documents referred to in the Schematic Design Phase, the Design Development Phase, and the Construction Document Phase herein, as these expenses are covered in the **Designer's** compensation for Basic Services; expense of postage and such other expenses incurred in connection with the Project when specifically authorized in advance in writing by the **City**. Payment for photocopying letter or legal size documents shall not exceed 10¢ per page. Payment for all other documents shall be at cost.

**1.2.13. Samples** - Samples are physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

**1.2.14. Shop Drawings** - Shop Drawings are all drawings, diagrams, illustrations, schedules, and other information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

**1.2.15. Statement of Probable Construction Costs** - The Statement of Probable Construction Costs is a preliminary, detailed estimate of Construction Cost based on current area, volume, or other unit costs. Such estimate shall indicate the cost of each category of work involved in constructing the Project (including, but not limited to, filed sub-trades) and shall establish the period of time for each category from the commencement to the completion of the construction of the Project. The detailed estimate shall include quantities of all materials and unit prices of labor and material, as well as a cost estimate containing individual line items for each item of work.

**1.2.16. Substantial Completion** - Substantial Completion means that the Work has been completed and opened to public use, except for minor incomplete or unsatisfactory items that do not materially impair the usefulness of the Work. The **Designer** shall decide what constitutes “minor,” “incomplete,” “unsatisfactory,” and “materially” and the **Designer's** decision shall be final.

**1.2.17. Work Change Directive** - A Work Change Directive is a written directive to the Contractor issued on or after the date of the contract between the **City** and the Contractor and signed by the **City** and recommended by the **Designer** ordering an addition to, a deletion from, or a revision in the Work.

**1.2.18. Work** - The Work means the construction and services required by the Construction Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project.

## **ARTICLE 2**

### **THE DESIGNER'S RESPONSIBILITIES**

**2.1. STANDARD OF PERFORMANCE.** The Designer shall perform the services under this Agreement with the skill, care, and diligence in accordance with the high level of professional standards prevailing in the greater Boston area for the type of construction required herein. All of the **Designer's** services under this Agreement shall be performed as expeditiously as is consistent with such standards. The **Designer** shall be responsible in accordance with those standards for the adequacy, safety, and overall integrity of the Project's design, including, but not limited to, the architectural, structural, mechanical, and electrical design of the Project.

**2.2. SCHEDULE OF PERFORMANCE.** Upon request of the **City**, the **Designer** shall submit for the **City's** approval a schedule for the performance of the **Designer's** services, which schedule shall be attached hereto as APPENDIX B. The time limits established by the schedule approved by the **City** shall not be exceeded by the **Designer** except as otherwise provided herein. Time is of the essence and time periods established by the attached APPENDIX B shall not be exceeded by the **Designer** except for delays due to causes outside the **Designer's** control (which term shall not include staffing problems, insufficient financial resources, consultant's default, or negligent errors or omissions on the part of either the **Designer** or any of its consultants).

**2.3. TIMELINESS OF INTERPRETATIONS, CLARIFICATIONS, AND DECISIONS.** With regard to all phases of this Agreement, the **Designer** shall render interpretations, clarifications, and decisions in a timely manner pertaining to documents submitted by the **City** or the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the **Designer's** services.

**2.4. RELATIONSHIP WITH THE CITY.** For the purposes of this Agreement, the **Designer** shall be a representative of the **City** and shall advise and consult with the **City** until the termination of the Contractor's warranty and correction period.

## **ARTICLE 3**

### **SCOPE OF THE DESIGNER'S BASIC SERVICES**

**3.1. IN GENERAL.**

**3.1.1.** The **Designer's** Basic Services shall consist of:

**3.1.1.1.** those services identified below within the different phases;

**3.1.1.2.** any other professional services which are reasonably necessary as determined by the **City** for the design and administration of construction of the Project, including, without limitation, the following:

**3.1.1.2.1.** all surveys, geotechnical services, testing services, and related information and reports reasonably required by the Project, geotechnical and civil engineers; landscape architect; independent cost estimator; fire protection, life safety, lighting, interior design, asbestos removal, and movable equipment consultants; and normal structural, mechanical, and any other engineering services necessary to produce a complete and accurate set of Construction Documents (the cost for any and all professional services is not subject to profit adjustments);

**3.1.1.3.** attending and providing testimony at any formal or informal hearings related to the Project, including, but not limited to, bid protest hearings and City Council meetings, if deemed necessary by the **City**. If the **Designer** is called as a witness in a court of competent jurisdiction in a matter in which the **Designer** is a named party, the **Designer** will not be additionally compensated. If the **Designer** is called by the **City** as a witness in a matter in a court of competent jurisdiction in which the **Designer** is not a named party, the **Designer** will be compensated according to APPENDIX C attached hereto;

**3.1.1.4.** preparing for and appearing on the **City's** behalf at all administrative or regulatory hearings, presentations, or conferences with respect to any zoning, building code, urban renewal, or other matters in connection with the Project, including, without limitation, any hearings, presentations, or conferences with any City, State, or Federal agencies or officials and any neighborhood groups. The **Designer's** obligations under this paragraph shall include preparing plans and other materials reasonably required in connection with any such hearings, presentations, and conferences;

**3.1.1.5.** assisting the **City** in connection with the **City's** responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The **Designer** shall prepare the Plans and Specifications required in order to obtain approval of, and in accordance with, all requirements of all governmental agencies having jurisdiction over the Project. Any Plans and Specifications furnished by the **Designer** which are discovered to be defective during any Phase will be promptly corrected by the **Designer** at no cost to the **City**, and the **Designer** will promptly reimburse the **City** for all damages, if any, resulting from the use of such defective Plans and Specifications. The **City's** approval, acceptance, use of or payment for all or any part of the **Designer's** services shall in no way alter the **Designer's** obligations or the **City's** rights hereunder; and

**3.1.1.6.** all design and redesign services required within or between the Design Development Phase and the Construction Documents Phase to keep the Construction Cost of the Project within the fixed limit of Construction Cost.

**3.1.2.** As part of the Basic Services, the **Designer** shall prepare record drawings in accordance with the following:

**3.1.2.1.** Record Keeping.

**3.1.2.1.1.** As the Construction Phase progresses, the **Designer** shall maintain four separate sets of in-progress record drawings (blueline or blackline) at the Site, one set each for mechanical, electrical, plumbing, and architectural/structural disciplines. All deviations from the Construction Documents and the exact locations of the Work as installed and constructed shall be neatly and accurately indicated. Work completed to date shall be colored and highlighted.

**3.1.2.2. Permanent Record Drawing Preparation.**

**3.1.2.2.1.** The **Designer** shall transfer the information contained on the in-progress record drawings to wash-off mylar transparencies of the original contract drawings. All work shall be performed by experienced and knowledgeable draftspersons using the same standards and quality of drafting as used on the original drawings.

**3.1.2.3. Review of Record Drawings at Substantial Completion.**

**3.1.2.3.1.** Upon Substantial Completion of the Work or portions thereof, the **Designer** or Engineer of record shall review and approve the above permanent record drawings.

**3.1.2.4. Submission to the City.**

**3.1.2.4.1.** The following shall be submitted to the **City** no later than the date of Substantial Completion:

**3.1.2.4.1.1.** A complete set of original Construction Documents on mylar and also on disk in AutoCad format.

**3.1.2.4.1.2.** Permanent record drawings as described above on mylar with the seal of the **Designer** or Engineer of record.

**3.1.2.4.1.3.** One set of blueline prints of the above.

**3.1.2.4.1.4.** Four sets of in-progress record drawings.

**3.2. SCHEMATIC DESIGN PHASE.**

**3.2.1. Commencement.** The Schematic Design Phase begins upon the full execution of this Agreement.

**3.2.2. Written Program.** The **Designer** in consultation with the **City** and any other persons designated by the **City** shall develop a written program for the Project to ascertain the **City's** needs and to establish the requirements of the Project.

**3.2.3. Preliminary Evaluation.** The **Designer** shall provide a preliminary evaluation of the **City's** program, schedule, and construction budget requirements, each in terms of the other.

**3.2.4. Alternative Approaches.** The **Designer** shall review with the **City** alternative approaches to the design and construction of the Project.

**3.2.5. Schematic Design Documents.** The **Designer** shall prepare, for approval by the **City**, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. Based upon the program approved by the **City**, as

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well as schedule and construction budget requirements, the Schematic Design Documents shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

**3.2.6. Independent Cost Estimators.** As part of the Basic Services and when requested by the **City**, the **Designer** shall retain the services of an independent cost estimator whose responsibilities shall include without limitation all cost estimates described in this Agreement, estimates of the cost of Proposed Change Orders and assistance in establishing a Change Order budget, and review and confirmation of the Contractor's cost estimates.

**3.2.7. Statement of Probable Construction Costs.** The **Designer** shall submit to the **City** a Statement of Probable Construction Costs.

**3.2.8. Life-Cycle Cost Estimates.** If this Agreement includes architectural services necessary for the preliminary design of a new building or for the modification or replacement of an energy system in an existing building, life-cycle cost estimates for the Project shall be obtained at an initial stage and as a Basic Service. (*Reference:* M.G.L. c. 149, §44M).

**3.3. DESIGN DEVELOPMENT PHASE.**

**3.3.1. Commencement.** The Design Development Phase begins upon the **City's** written approval of the **Designer's** Schematic Design Documents.

**3.3.2. Preparation of Design Development Documents.** Based on the approved Schematic Design Documents and any adjustments authorized by the **City** in the program, schedule, or construction budget, the **Designer** shall prepare, for approval by the **City**, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, and electrical systems; materials; and such other elements as may be appropriate. The Design Development Documents shall be complete and unambiguous and shall comply with all applicable laws, statutes, ordinances, codes, orders, rules, and regulations.

**3.3.3. Adjustment to Statement of Probable Construction Cost.** The **Designer** shall advise the **City** in writing of any adjustments to the Statement of Probable Construction Cost prior to the commencement of the Construction Document Phase. The approved adjustment of the Statement of Probable Construction Cost or the Statement of Probable Construction Cost, if there is no adjustment, shall constitute a fixed limit of Construction Cost as that term is used herein. Such fixed limit, once established, shall be adjusted only by written agreement of the **City** and the **Designer**, or as otherwise provided herein.

**3.4. CONSTRUCTION DOCUMENT PHASE.**

**3.4.1. Commencement.** The **Designer's** responsibility to provide Basic Services for the Construction Document Phase under this Agreement commences with the **City's** acceptance and approval of the Design Development Documents and ends on the date the Bidding and Award Phase commences.

**3.4.2. Preparation of Plans and Specifications.** Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the **City**, the **Designer** shall prepare, for approval by the **City**, Plans and Specifications setting forth in detail the requirements for the construction of the Project.

**3.4.3. Preparation of Additional Bidding Information.** The **Designer** shall assist the **City** in preparing the bidding documents when requested by the **City**.

**3.4.4. City-Generated Forms and Documents.** The **City** shall provide the **Designer** with copies of all **City**-generated forms and documents intended to be included in the Project Manual. The **Designer** will include these forms and documents in its Project Manual. It is the responsibility of the **Designer** to ensure that all such documents are included in the final Project Manual. Any costs incurred as a result of the failure of the **Designer** to include any such documents will be borne by the **Designer** and

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not charged to the **City**, where such failure is the fault of the **Designer**. The **Designer** may propose changes to these **City**-generated forms and documents; however, implementation of such changes are subject to the unilateral approval of the **City**. No changes may be made to such documents without the prior written consent of the **City**. The **Designer** shall prepare and submit to the **City** for approval the entire Project Manual. The **Designer** is responsible for ensuring that the Construction Documents comply with all statutory requirements. The **Designer** will cause the printing of the Project Manuals unless the **City** instructs the **Designer** otherwise. The Project Manuals shall be printed on paper with a minimum of 30% post consumer content. The cost of producing such Project Manuals will be passed onto the **City** at cost.

**3.4.5. Addenda.** All addenda shall be issued by the Purchasing Agent; however, at the Purchasing Agent's sole discretion, the **Designer** may be called upon to prepare a draft of any such addenda. Any corrections to the Construction Documents which require an addendum will be made by the **Designer** at no charge to the **City**.

**3.4.6. Printing of Project Manual.** The **Designer** must provide the **City** with a final draft of the Project Manual and obtain approval from the **City** prior to printing. Any changes required to be made to the Construction Documents as a result of errors by the **Designer** or persons within its control will be promptly corrected at no cost to the **City**. The **Designer** shall make its best efforts to print Project Manuals on paper containing a minimum of thirty percent (30%) post consumer content.

**3.4.7. Packaging the Project Manual.** The **Designer** will require the printer of the Project Manual to wrap each set of Plans in a brown wrapper, or, if the Plans are small in number, fold each set of Plans and insert one set into each Project Manual.

**3.4.8. Delivery of Project Manual.** The **Designer** will use its best efforts to ensure that the Purchasing Department receives the number of Project Manuals requested by the Purchasing Department no later than 3:00 p.m. on the day prior to the first day of advertisement of the Invitation to Bid.

**3.4.9. Adjustment to Statement of Probable Construction Cost.** The **Designer** shall advise the **City** in writing of any adjustments to Statement of Probable Construction Cost indicated by changes in requirements or general market conditions.

**3.5. BIDDING AND AWARD PHASE.**

**3.5.1. Commencement.** The Bidding and Award Phase commences on the date the Invitation to Bid is first advertised pursuant to M.G.L. c. 149, §44J and ends on the date the Construction Phase begins.

**3.5.2. Additional Bidders.** The **Designer** shall assist the **City** in obtaining bids if, in the opinion of the Purchasing Agent, an insufficient number of persons requested the Project Manual. The **Designer** will notify "eligible" and "responsible" persons (as those terms are defined in the M.G.L. c. 149, §44A) of the Invitation to Bid.

**3.5.3. When Lowest Bid Exceeds Total Construction Cost.** If the lowest bona fide bid by a Contractor exceeds the total construction cost of the Project as set forth in the approved Statement of Probable Construction Costs by more than ten percent (10%), then upon the request of the **City**, the **Designer** will revise the Plans and Specifications in consultation with the **City** to reduce or modify the quality or quantity, or both, of the Work so that the total construction cost of the Project will not exceed the total construction cost set forth in the Statement of Probable Construction Costs by more than ten percent (10%). All revisions pursuant to this paragraph shall be at the **Designer's** sole cost and expense (which cost and expense include, but are not limited to the **Designer's** time, the cost of reprinting the Project Manual, and the cost of readvertisement of the Project).

**3.5.4. Pre-Bid Conferences.** The **Designer** shall attend all pre-bid conferences.

**3.5.5. Investigation of Bidders.** The **Designer** shall investigate, at minimum, the lowest Bidder. The investigation shall include, but is not limited to, reviewing the files maintained by the Division of Capital Asset Management, or any other governmental agency charged with maintaining such documents related to such Bidder, telephoning or writing owners of the Bidder's prior projects, telephoning or writing architects from such prior projects, visiting the sites of such other projects and checking all other appropriate references. The **Designer** shall provide the **City** with a detailed letter of recommendation of approval or disapproval of such Bidder. The letter must include relevant language from the appropriate state laws regarding the eligibility and responsibility of Bidders (i.e., M.G.L. c.149, §44A(1), or, if appropriate, M.G.L. c. 29, §29F). If the **Designer** recommends disapproval of the lowest Bidder, then the **Designer** must investigate the next lowest Bidder in the same manner described above, and continue to investigate each successive low Bidder until a Bidder is approved. For every Bidder investigated, the **Designer** must provide the **City** with a detailed letter as described above.

**3.5.6. Preparation of Contract.** To the extent required, the **Designer** shall assist the Purchasing Agent in the preparation of the construction contract.

**3.6. CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT.**

**3.6.1. Commencement.** The Construction Phase commences with the full execution of the contract for construction and terminates on the date of expiration of all of the guarantees and warranties provided by the Contractor to the **City**.

**3.6.2. Change in Designer's Duties, Etc.** Construction Phase duties, responsibilities, and limitations of authority of the **Designer** shall not be extended without written agreement of the **City** and the **Designer**. Any restrictions or modifications to the **Designer's** duties and responsibilities can be imposed by the **City** without the consent of the **Designer**.

**3.6.3. Preconstruction Conferences.** The **Designer** shall attend all preconstruction conferences.

**3.6.4. Site Visits.** The **Designer** shall visit the Site at intervals appropriate to the stage of construction, but no less than once a week, or as otherwise agreed by the **City** and the **Designer**, to become familiar with the progress and quality of the Work and to determine with care if the Work is proceeding in accordance with the requirements of the Contract Documents. The **Designer** shall cause its engineering and other consultants to make similar Site visits, at such times as may be required for observation of portions of the Work designed and/or specified by them. The **Designer** shall not be required to make continuous on-site inspections to check the quality or quantity of the Work. The **Designer** shall promptly submit to the **City** a detailed written report subsequent to each on-site visit, which shall include any observation of material deviations by the Contractor or subcontractors from the requirements of the Contract Documents.

**3.6.5. Job Meetings.** There shall be no less than one job meeting per week. The **Designer** shall attend all job meetings. The number of meetings per week will depend on the complexity of the Project at a particular stage, the problems encountered on the Project, or the **City's** request that additional meetings be held. The **Designer** shall also be required to be present when governmental authorities having jurisdiction over the Project visit the Site to inspect the Work. The **Designer** will exercise good care and diligence in discovering and promptly reporting to the **City**, as well as to the Contractor, any defects or deficiencies in the Work .

**3.6.6. Construction Means, Methods, Etc.** The **Designer** shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. However, the **Designer** shall promptly report to the **City** any perceived irregularities.

**3.6.7. Contractor's Schedule.** Except as otherwise provided in this Agreement, the **Designer** shall not be responsible for the Contractor's schedules or failure to carry out the Work in

accordance with the Contract Documents, except to the extent that such failure is caused by the **Designer**. Except as otherwise provided in this Agreement, the **Designer** shall not have control over or charge of acts or omissions of the Contractor, its Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. However, nothing in this paragraph shall relieve the **Designer** of its obligations to the **City** elsewhere in this Agreement. The **Designer** shall review all schedules presented by the Contractor and advise the **City** as to the appropriateness of same.

**3.6.8. Communications.** The **City** and the Contractor may communicate through the **Designer**. Communications by and with the **Designer's** consultants shall be through the **Designer**, unless the **City** deems it necessary or expedient to speak directly to the consultants.

**3.6.9. Applications and Certifications for Payment.** Based on the **Designer's** observations of the Work and evaluations of the Contractor's applications for payment, the **Designer** shall review and certify the appropriate amounts due the Contractor within five (5) business days after receipt of the Contractor's application for payment, and such certifications shall be in the form requested by the **City**. The **Designer's** certification for payment shall constitute a representation to the **City** based on the **Designer's** observations at the site and on the data comprising the Contractor's application for payment that the Work has progressed to the point indicated and the quality of Work is in accordance with the Contract Documents. The foregoing representations are subject to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the **Designer**. The **Designer** is required to review and validate the certified payrolls. The **Designer** is required to reconcile the applications for payment with the certified payrolls. The issuance of a certificate for payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. Timely payment of Contractor is required by M.G.L. c. 30, §39K; therefore, the **Designer** shall establish office procedures assuring either immediate mail or messenger delivery of the approved applications for payment to the **City**.

**3.6.10. Rejection of Work.** The **Designer** shall have the responsibility, obligation, and authority to reject Work which (1) does not conform to the Contract Documents; (2) which the **Designer** believes to be defective; and (3) the **Designer** believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents and shall promptly notify the **City** of such rejection. Whenever the **Designer** considers it necessary or advisable for implementation of the intent of the Contract Documents, the **Designer** will have the responsibility, obligation, and authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed; provided, however, the **Designer** must obtain the **City's** prior written approval of any such special inspection or testing. However, neither this authority of the **Designer** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Designer** to the Contractor, Subcontractors, Suppliers, other persons performing portions of the Work.

**3.6.11. Submittals.** The **Designer** shall review and approve or take other appropriate action upon the Contractor's submittals such as Proposed Change Orders, Shop Drawings, Product Data, and Samples, for the purpose of: (a) determining compliance with applicable laws, statutes, ordinances, codes, orders, rules, and regulations; and (b) determining whether the Work, when completed, will be in compliance with the requirements of the Contract Documents. The **Designer's** action shall be taken with such reasonable promptness as to cause no delay in the Work taking into account the time periods set forth in the latest schedule prepared by the Contractor and approved by the **Designer** and, in any event, such action shall be taken within fourteen (14) days after submittal to the **Designer**. The **Designer** shall indemnify the **City** for any monies paid by the **City** to the Contractor as a result of the **Designer's** delay in taking appropriate action, as described above, where such delay is not caused in any part by the **City**. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designated by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents. The **Designer's** review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the **Designer**, of construction means,

methods, techniques, sequences, or procedures. The **Designer's** approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems, or equipment is required by the Contract Documents, the **Designer** shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

**3.6.12. Change Orders and Work Change Directives.** The **Designer** shall prepare Change Orders and Work Change Directives, with supporting documentation and data if deemed necessary by the **Designer** for the approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time (which is the time in which the Work reaches final completion) and which are not inconsistent with the intent of the Contract Documents.

**3.6.13. Interpretations, Clarifications, and Decisions of the Designer.**

**3.6.13.1.** The **Designer** will interpret, clarify, and decide matters concerning performance under and requirements of the Contract Documents on written request of either the **City** or the Contractor. The **Designer's** response to such requests will be made with reasonable promptness and within the time set forth herein. Any such written interpretations, clarifications, or decisions shall be binding on the **City** and the Contractor. Interpretations, clarifications, and decisions of the **Designer** shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The **Designer** may, as the **Designer** judges desirable, issue additional drawings or instructions indicating in greater detail the construction or design of the various parts of the Work; such drawings or instructions may be effected by a Field Order or other notice to the Contractor, provided such drawings or instructions are reasonably consistent with the previously existing Contract Documents. The **Designer** shall not be liable for results of interpretations, clarifications, and decisions so rendered in good faith and in the absence of negligence by the **Designer**.

**3.6.13.2. Time Limit for Rendering Decisions.** The **Designer** shall render written interpretations, clarifications, and decisions within a reasonable time, but in no event more than seven (7) days after receipt of same.

**3.6.14. Aesthetic Effect.** The **Designer's** decisions on matters relating to aesthetic effect must be consistent with the **City's**. The **Designer** shall advise the **City** in matters relating to aesthetic effect; however, the **City's** decision in these matters shall be final.

**3.6.15. Claims.**

**3.6.15.1. Initial Referral.** All Claims, the bases of which arise prior to final payment or the earlier termination of the Contract, shall be referred initially to the **Designer** for action as provided herein.

**3.6.15.2. Time Period and Action.** The **Designer** shall review Claims and shall do one of the following within seven (7) days of receipt of the Claim:

**3.6.15.2.1.** defer any action with respect to all or any part of a Claim for the purpose of requesting and receiving additional information from either party;

**3.6.15.2.2.** decline to render a decision for any reason which it deems appropriate (including, but not limited to, the fact that the Claim involves allegations of fault on the part of the **Designer**); or

**3.6.15.2.3.** render a decision on all or a part of the Claim.

If the **Designer** requests additional information, the **Designer** shall take action with respect to the Claim no later than seven (7) days after receipt of the additional information. The **Designer** shall notify the

parties in writing of its disposition of such Claim. If the **Designer** decides that the Work relating to such Claim should proceed regardless of its disposition of such Claim, the **Designer** shall issue to the Contractor a written order to proceed.

**3.6.15.3. Decisions.**

**3.6.15.3.1. Decisions by the City or the Designer.** (*Reference: M.G.L. c. 30, §39P*). In every case in which this Contract requires the **City**, any official, or its **Designer** to make a decision on interpretation of the Specifications, approval of equipment, material or any other approval, or progress of the Work, the decision shall be made promptly and, in any event, no later than [seven (7)] days after the written submission for decision; but if such decision requires extended investigation and study, the **City**, the official, or the **Designer** shall, within [seven (7)] days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the seven-day period and the date by which the decision will be made.

**3.6.15.4. Resolved Claims.** If a Claim is resolved, the **Designer** shall obtain or prepare the appropriate documentation and provide the **City** and the Contractor with a copy of same.

**3.6.16. Determination of Substantial and Final Completion.** On behalf of the **City**, the **Designer** shall conduct inspections, determine the dates of Substantial Completion and final completion, and shall issue a certificate of Substantial Completion, with the prior written consent of the **City**. Such inspections shall include a reasonable number of Site visits by the **Designer** and the **Designer's** engineering consultants. The **Designer** shall provide to the **City** a written report of all findings with recommendations for appropriate action. The **Designer** will receive and review (and approve or disapprove, as the case may be) written guarantees, operating manuals, spare parts lists, value charts, and related documents required by the Contract Documents to be assembled by the Contractor. When the **Designer** is satisfied that all such documents are complete as required by the Contract Documents, the **Designer** shall issue a final certificate of payment.

**3.6.17. Inspection Prior to End of Guarantee Period.** Notwithstanding any other provision in this Agreement, at least thirty (30) days prior to the expiration of the Contractor's guarantee period, the **Designer** shall assist the **City** in inspecting the Project at the **City's** request and provide to the **City** a written report of all findings with recommendations for appropriate action. Such inspections shall include a reasonable number of Site visits by the **Designer** and the **Designer's** engineering consultants.

**3.6.18. Certificate of Occupancy.** The **Designer** shall be responsible for satisfying any and all requirements with respect to services of an architect necessary to obtain a permanent certificate of occupancy under the Commonwealth of Massachusetts State Building Code.

**3.6.19. Limitation on the Designer's Responsibilities.**

**3.6.19.1.** Neither the **Designer's** authority to act under the provisions of the Contract Documents nor any decision made by the **Designer** in good faith to exercise or not to exercise such authority shall give rise to any duty or responsibility of the **Designer** to the Contractor, any Subcontractor, any Supplier, any surety for any of them, or any other person.

**3.6.19.1.1.** The **Designer** will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 5 of the General Terms and Conditions. The **Designer** will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The **Designer** will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, Suppliers, or of any other persons performing portions of the Work.

**ARTICLE 4**

**DESIGNER'S ADDITIONAL SERVICES**

**4.1. IN GENERAL.** The services described hereunder shall be paid for by the **City** in addition to the compensation for Basic Services. Prior to performing any service which the **Designer** claims to be an Additional Service, the **Designer** shall notify the **City** in writing that the service is an Additional Service, and shall provide with such notice an estimate of the additional compensation which will be payable to the **Designer** for performing such service. Such service shall not be performed, nor shall such estimate be exceeded, without the **City's** prior written approval. Failure to so notify the **City** and obtain the **City's** written approval shall constitute a waiver of the **Designer's** claim for additional compensation on account of such services. These services shall be provided only if authorized or confirmed in writing by the **City**. Notwithstanding anything to the contrary in this Agreement, the **City** shall not be responsible to pay and the **Designer** shall not be entitled to receive compensation for any additional service if such service was required due to the fault of the **Designer** or the **Designer's** failure to perform in accordance with the terms of this Agreement. Neither the **Designer** nor its consultants shall be compensated for any services involved in preparing changes that are required for additional Work that should have been anticipated by the **Designer** in the preparation of the Construction Documents, as reasonably determined by the **City**.

**4.2. LIST OF ADDITIONAL SERVICES.** The following list of Additional Services is intended to be illustrative and not considered all inclusive:

**4.2.1.** Making major revisions in Plans, Specifications, or other documents when such major revisions are:

**4.2.1.1.** inconsistent with approvals or instructions previously given by the **City**, including revisions made necessary by adjustments in the **City's** program or project budget;

**4.2.1.2.** required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents; or

**4.2.1.3.** due to changes required as a result of the **City's** failure to render decisions in a timely manner and where such failure is in no way caused by the **Designer**.

**4.2.2.** Providing services required because of major changes in the Project instigated by the **City**;

**4.2.3.** Material design work requested by the **City** in connection with Change Orders, Construction Change Directives, and the Contractor's value engineering proposals, provided that evaluation and judgments of the proposed changes and value engineering substitutions shall be provided as a Basic Service;

**4.2.4.** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work; provided, however, that such services are not required as a result of the negligence of the **Designer**; and

**4.2.5.** Providing any other services not otherwise included in this Agreement.

**ARTICLE 5**

**OTHER CONDITIONS OR SERVICES**

**5.1. OTHER SERVICES.** Any other services which are part of Basic Services are set forth in APPENDIX D.

**5.2. HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, the **Designer** and the **Designer's** consultants shall have no responsibility for the discovery, presence, handling, removal,

or disposal of, or exposure of persons to hazardous materials in any form at the Project Site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances, provided, however, the **Designer** shall report to the **City** the presence and location of any hazardous material observed by the **Designer** (or any material suspected to exist) or that an architect of similar skill and expertise should have observed.

## **ARTICLE 6**

### **THE CITY'S RESPONSIBILITIES**

**6.1. REQUIREMENTS FOR THE PROJECT.** The **City** shall consult with the **Designer** regarding requirements for the Project, including the **City's** contemplated objectives, schedule, constraints, and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems, and site requirements.

**6.2. BUDGET.** The **City** shall consult with the **Designer** in order to establish and update an overall budget for the Project, including the Construction Cost, the **City's** other costs and reasonable contingencies related to all of these costs.

**6.3. AUTHORIZED REPRESENTATIVE** The **City** shall designate a representative authorized to act on the **City's** behalf with respect to the Project. The **City** or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the **Designer** in order to avoid unreasonable delay in the orderly and sequential progress of the **Designer's** services.

**6.4. CONSULTANTS.** The **City** shall furnish the services of consultants not listed in the advertisement for the Request for Proposals when the **City** deems such services to be necessary.

**6.5. FURNISHING INFORMATION OR SERVICES.** Notwithstanding anything to the contrary written herein, the **City** shall only furnish information or services described in herein to the extent that any such information or service is reasonably required by the **Designer** to perform its services under this Agreement. The **Designer** shall review and confirm the sufficiency of any test and information furnished to the **Designer** by or on behalf of the **City** pursuant to this section.

**6.6. NOTICE OF FAULT OR DEFECT.** The **City** shall give prompt written notice to the **Designer**, if the **City** becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

## **ARTICLE 7**

### **USE OF THE DESIGNER'S PLANS, SPECIFICATIONS, AND OTHER DOCUMENTS**

**7.1. IN GENERAL.** The Plans, Specifications, and other documents prepared by the **Designer** for this Project are instruments of the **Designer's** service for use solely with respect to this Project and, unless otherwise provided, the **Designer** shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. The **City** shall be permitted to retain copies, including reproducible copies, of the **Designer's** Plans, Specifications, and other documents for information and reference in connection with the **City's** use and occupancy of the Project. The **Designer's** Plans, Specifications, or other documents shall not be used by the **City** or others on other projects, except by agreement in writing. However, it is expressly understood and agreed that the **City** shall have the right to utilize the Plans, Specifications, and other documents in the event the **City** expands the Project, corrects any deficiencies, or makes any renovations or repairs to the Project. In the event of termination or purported termination of this Agreement by either party, the **City** may use the Plans, Specifications, and other documents in connection with the Project, notwithstanding any dispute between the **City** and the **Designer** as to the reason for validity of the termination, provided only that the **Designer** has been paid for its work through the date of the termination, unless the matter of such payment is subject to litigation or other dispute resolution procedure provided for herein.

**7.2. OFFICIAL REGULATORY REQUIREMENTS.** Submission or distribution of the Plans, Specifications, and other documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the **Designer's** reserved rights herein.

## **ARTICLE 8**

### **BASIS OF COMPENSATION**

- 8.1. IN GENERAL.** For Basic Services, compensation shall be as provided in APPENDIX E.
- 8.2. STIPULATED SUM.** Where the compensation is based on a stipulated sum, progress payments for Basic Services in each phase shall be as stated in APPENDIX F.
- 8.3. MATERIAL CHANGE IN SCOPE OR SERVICES.** In the event of a material change in the scope or services of the Project or the **Designer's** services, the **Designer** shall continue to perform in accordance with the terms of this Agreement during the course of any renegotiation of the **Designer's** compensation hereunder. Equitable adjustments shall be made to the total dollar amount of this Agreement in the event of changes in scope or services herein. (*Reference: M.G.L. c. 7, §38G*).
- 8.4. ADDITIONAL SERVICES OF THE DESIGNER.** For Additional Services of the **Designer**, compensation shall be as stated in APPENDIX C.
- 8.5. ADDITIONAL SERVICES OF THE CONSULTANTS.** For additional services of consultants, compensation shall be the actual cost billed to the **Designer** for such services stated in APPENDIX G.
- 8.6. REIMBURSABLE EXPENSES.** For Reimbursable Expenses, compensation shall be the actual cost billed to the **Designer** for such services.

## **ARTICLE 9**

### **PAYMENT TO THE DESIGNER**

- 9.1.** The **City** shall make payments directly to the **Designer** within forty-five (45) days after the **City** receives and approves the **Designer's** detailed certified monthly statement. The detailed monthly statement must include, at minimum, itemized hours and work performed by the **Designer** (including, but not limited to, all employees of the **Designer** and its agents), and an itemized list of Reimbursable Expenses. Records of the **Designer's** expenses and hours pertaining to this Project shall be kept in accordance with generally accepted accounting principles, which principles shall be consistently applied. Said records shall be available to the **City** or its authorized representative upon reasonable notice for inspection and copying during regular business hours for six (6) years after the date of the final certificate of payment.
- 9.2.** No payments will be made in advance of services rendered.
- 9.3.** Deductions may be made from the **Designer's** compensation, if the **Designer** has not properly performed the services required in accordance with the terms of this Agreement.

## **ARTICLE 10**

### **INSURANCE REQUIREMENTS**

- 10.1.** The **Designer** at its own expense must obtain and maintain a professional liability insurance policy covering negligent errors, omissions, and acts of the **Designer** or of any person for whose performance the

**Designer** is legally liable arising out of the performance of such contracts for design services. The **City** may require a consultant employed by the **Designer** subject to this subparagraph to obtain and maintain a similar liability insurance policy. If the **Designer** is required by the **City** to obtain all or a portion of such insurance coverage, it shall at its own expense furnish a certificate or certificates of insurance coverage to the **City** prior to the award of the contract. Certificates of insurance are attached hereto as APPENDIX H. Any amendments these insurance requirements are set forth in APPENDIX H.

**10.2.** Any insurance carrier utilized to fulfill the insurance requirements of this Contract shall have a minimum A.M. Best rating of A-X.

**10.3.** The **Designer** and its structural, mechanical, and electrical engineering consultants shall each maintain the following minimum insurance coverages:

**10.3.1.** Workers' Compensation insurance in compliance with Massachusetts law;

**10.3.2.** Employer's liability policy covering bodily injury by accident (\$100,000 each occurrence) and bodily injury by disease (\$100,000 each employee, \$500,000 policy limit);

**10.3.3.** Comprehensive automobile liability insurance including hired, non-owned, and leased vehicles, if any, in the amount of \$1,000,000 covering personal injury, bodily injury, and property damage;

**10.3.4.** Valuable Papers insurance in the amount of \$100,000 covering damage to plans, drawings, computations, filed notes, or other similar data relating to the Work covered by this Agreement;

**10.3.5.** Commercial general liability insurance with a primary limit of not less than \$1,000,000 combined single limit and naming the **City** as an additional insured; and

**10.3.6.** Professional Liability insurance in an amount not less than \$1,000,000 or ten per cent (10%) of the Project's estimated cost of construction, or such larger amounts as the **City** may require, for the applicable period of limitations, including contractual liability coverage with all coverage retroactive to the earlier date of this Agreement or the commencement of the **Designer's** services in relation to the Project.

**10.4.** All insurance shall be provided by companies qualified and licensed to do business in the Commonwealth of Massachusetts and acceptable to the City, and shall be maintained for a period of six (6) years following the last performance of services under this Agreement. Certificates evidencing such insurance shall be furnished to the **City** upon the execution of this Agreement by the **Designer** and upon each renewal period thereafter. The policies shall provide that the policies shall not be cancelled, renewed, or amended without thirty (30) days' prior notice to the **City**. All requests by the **Designer** for approval of engineers or other consultants shall be accompanied by certificates setting forth the types and amounts of insurance carried by them. The **Designer** shall require each such engineer or other consultant approved by the **City** to maintain the insurance shown in such certificate in accordance with the provisions of this paragraph.

## **ARTICLE 11**

### **STATUTORY RECORD-KEEPING AND RECORD-FILING REQUIREMENTS (M.G.L. C. 30, §39R)**

**11.1.** The **Designer** shall make and keep for at least six years after final payment, books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Designer**.

**11.2.** Until the expiration of six (6) years after final payment, the office of inspector general, and the deputy commissioner of capital planning and operations shall have the right to examine any books,

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documents, papers or records of the **Designer** or of its subcontractors that directly pertain to and involve transactions relating to, the **Designer** or its subcontractors.

**11.3.** The **Designer** shall describe any change in the method of maintaining records or recording transactions which materially affect any statements filed with the **City**, including in its description the date of the change and reasons therefor, and shall accompany said description with a letter from the **Designer's** independent certified public accountant approving or otherwise commenting on the changes.

**11.4.** The **Designer** has filed a statement of management ("management," as used in these paragraphs is defined in M.G.L. c. 30, §39R(a)(7) as "the chief executive officers, partners, principals or other person or persons primarily responsible for the financial and operational policies and practices of the contractor" which is the **Designer** herein) on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement.

**11.5.** The **Designer** must file with the **City** a statement of management as to whether the system of internal accounting controls of the **Designer** and its subsidiaries reasonably assures that:

**11.5.1.** transactions are executed in accordance with management's general and specific authorization;

**11.5.2.** transactions are recorded as necessary:

**11.5.2.1.** to permit preparation of financial statements in conformity with generally accepted accounting principles, and

**11.5.2.2.** to maintain accountability for assets;

**11.5.3.** access to assets is permitted only in accordance with management's general or specific authorization; and

**11.5.4.** the record accountability for assets is compared with the existing assets at reasonable intervals and appropriate action was taken with respect to any difference.

**11.6.** The **Designer** has filed with DCAM prior to the execution of this Agreement and will continue to file annually, an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d). The final statement filed shall include the date of final payment. All statements shall be accompanied by an accountant's report. Such statements shall be made available to the **City** upon request.

**11.7.** The **Designer** shall file with the **City** a statement prepared and signed by an independent certified public accountant, stating that s/he has examined the statement of management on internal accounting controls, and expressing an opinion as to:

**11.7.1.** whether the representations of management in response to this paragraph and the previous paragraph are consistent with the result of management's evaluation of the system of internal accounting controls; and

**11.7.2.** whether such representations of management are, in addition, reasonable with respect to transactions and assets in amounts which would be material when measured in relation to the **Designer's** financial statements.

**NOTE: RECORDS AND STATEMENTS REQUIRED TO BE MADE, KEPT OR FILED UNDER THE PROVISIONS OF M.G.L. c. 30, §39R ARE NOT PUBLIC RECORDS AS DEFINED IN M.G.L. c.4, §7 AND SHALL NOT BE OPEN TO PUBLIC INSPECTION, EXCEPT AS PROVIDED HEREIN.**

(Reference: M.G.L. c. 30, §39R)

**ARTICLE 12**

**TERMINATION, SUSPENSION, OR ABANDONMENT**

**12.1.** Except for reasons of nonpayment, this Agreement may be terminated by either party upon not less than seven (7) days' written notice should the other party fail to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and may be terminated without cause by the **City** upon at least seven (7) days' written notice to the **Designer**. In the event this Agreement is terminated by the **City** pursuant to this paragraph, the **Designer** shall be entitled to receive compensation for Basic and Additional Services properly performed and for all substantiated Reimbursable Expenses incurred to the date of the notice of termination, but in no event shall compensation exceed the amount specified hereafter if the Project does not proceed and in no event shall any payment be due earlier than such payment would otherwise be due hereunder. Moreover, the **City** shall be entitled to retain from the monies alleged to be due to the **Designer** an amount that reasonably reflects the cost and expense incurred or to be incurred by the **City** associated with the termination, if the termination is with cause.

**12.2.** The **City** reserves the right to stop or suspend the work upon seven (7) days' written notice to the **Designer**, with no resulting fee adjustment to the **Designer**, unless such suspension extends for more than twelve (12) months, in which case the **Designer's** compensation shall be equitably adjusted when the project is resumed to provide for expenses incurred in the interruption and resumption of the **Designer's** services. The **Designer** shall have no cause for termination of this Agreement based on suspension of the Project unless such suspension extends for more than twelve (12) months.

**12.3.** Persistent failure by the **City** to make payments to the **Designer** in accordance with this Agreement or persistent failure of the **City** to pay the **Designer** within forty-five (45) days of receipt of a statement for services properly performed shall be considered nonperformance and cause for termination. "Persistent" herein shall mean at least three occasions.

**12.4.** If the **City** fails to make payment when due for services and expenses properly performed, the **Designer** may, upon thirty (30) days' written notice to the **City**, suspend performance of services under this Agreement. Unless the **Designer** receives within thirty (30) days of the date of the notice payment in full for such services that have been properly performed, the suspension shall take effect without further notice. In the event of a suspension of services, the **Designer** shall have no liability to the **City** for delay or damage caused by the **City** because of such suspension of services.

**ARTICLE 13**

**MISCELLANEOUS PROVISIONS**

**13.1. GOVERNING LAW.** This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

**13.2. VENUE.** Venue for any court action or proceeding shall be Middlesex County in the Commonwealth of Massachusetts only. The **Contractor**, all Subcontractors, and Suppliers waive any and all jurisdictional and venue defenses.

**13.3. PARTNERS, SUCCESSORS, ASSIGNS, ETC.** The **City** and the **Designer**, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representative of such other party with respect to all covenants of this Agreement.

**13.4. PROHIBITION AGAINST ASSIGNMENT.** The **Designer** shall not assign, in whole or in part, its rights and obligations under the Contract Documents without prior written consent of the **City**. An assignment without the prior written consent of the **City** shall not relieve the **Designer** of its obligations thereunder.

**13.5. ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between the **City** and the **Designer** and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement can be amended only by a written instrument signed by both the **City** and the **Designer**.

**13.6. THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the **City** or the **Designer**.

**13.7. NOTICES AND DEMANDS.** Notices and demands required by or permitted to be given hereunder shall be hand-delivered or given by registered or certified mail and shall be addressed to the parties at the addresses set forth in APPENDIX I. Such notices and demands may be sent by facsimile transmission if such transmission is followed by hand delivery or registered or certified mail on the same day or the following business day. Notice and demands shall be deemed to have been given when delivered, or when mailed, or when transmitted by facsimile, if followed by hand delivery or registered or certified mail as provided herein.

**13.8. WAIVER OF RIGHTS.** The **City's** review, approval, acceptance, or payment for services under this Agreement shall not operate as a waiver of any rights under this Agreement and the **Designer** shall be and shall remain liable to the **City** for all damages incurred by the **City** as the result of the **Designer's** failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the **City** provided for under this Agreement are in addition to any other rights or remedies provided or allowed by law.

**13.9. PERSONAL LIABILITY.** No member, officer, director, trustee, representative, consultant, volunteer participant, or employee of the **City** shall be personally liable to the **Designer** under any term or provision of this Agreement for the **City's** payment obligation or otherwise, or because of any breach hereof.

**13.10. INDEMNIFICATION.** The **Designer** shall indemnify and defend the **City** from and against all claims, costs, and liability arising out of the **Designer's** Services hereunder, to the extent that such claims, costs, and liability are the result of the negligent acts, errors, or omissions of the **Designer**, or breaches by the **Designer** of its obligations hereunder or (with respect to the **Designer's** duty to defend) are claimed to be the result thereof.

**13.11. DESIGNER'S PRINCIPALS AND SENIOR PERSONNEL.** The **City** is relying on the continued participation in the Project of the principals and senior personnel whose names and time commitments and, where applicable, Massachusetts professional registration numbers are listed in the attached APPENDIX J. The **Designer** shall not remove any such individual from the Project or reduce his or her time commitment to the Project without the **City's** written consent unless such individual dies, becomes disabled, or terminates his or her employment. The replacement of any individual listed in APPENDIX J shall be subject to the **City's** written approval.

**13.12 USE OF PROJECT-RELATED DOCUMENTS.** The **Designer** may, upon prior written consent of the **City**, include representations of the design of the Project, including photographs of the exterior and interior, among the **Designer's** promotional and professional materials. The **Designer's** materials shall not include the **City's** confidential or proprietary information if the **City** has previously advised the **Designer** in writing of the specific information considered by the **City** to be confidential or proprietary. The **City** shall provide professional credit for the **Designer** on the construction sign and in the promotional materials for the Project. The **City** considers all information concerning the Project to be confidential and proprietary unless otherwise expressly indicated in writing to the **Designer**.

## ARTICLE 14

### CERTIFICATIONS

**14.1.** The undersigned **Designer** certifies under the penalties of perjury that:

**FILE NO.6951 - REQUEST FOR QUALIFICATIONS FOR OPEN SPACE DESIGN SERVICES – THURSDAY, AUGUST 20, 2015 @ 11:00 A.M.**

**14.1.1.** the **Designer** has not given, offered or agreed to give any gift contribution or offer of employment as an inducement for, or in connection with, the award of a contract for design services;

**14.1.2.** no consultant to, or subcontractor for the **Designer** has given, offered or agreed to give any gift, contribution, or offer of employment to the **Designer**, or to any other person, corporation, or entity as an inducement for or in connection with the award to the consultant or subcontractor of a contract by the **Designer**;

**14.1.3.** no person, corporation, or other entity, other than a bona fide, full-time employee of the **Designer** has been retained or hired to solicit for or in any way assist the **Designer** in obtaining the contract for design services upon an agreement or understanding that such person, corporation, or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer;

**14.1.4.** the **Designer** has internal accounting controls as required by M.G.L. c. 30, §39R and the **Designer** shall:

**14.1.4.1.** for a six-year period after the final payment maintain accurate books, records, and accounts which in reasonable detail accurately and fairly reflect the transactions and dispositions of the **Designer**;

**14.1.4.2.** file regular statements of management concerning internal auditing controls; and

**14.1.4.3.** file an annual audited financial statement; and submit a statement from an independent certified public account that such C.P.A. or public accountant has examined management’s internal auditing controls and expresses an opinion as to their consistency with management’s statements and whether such statements are reasonable with respect to transactions and assets that are substantial in relation to the **Designer’s** financial statements, as provided by M.G.L. c. 7, §38H(e) and

**14.1.5.** the Designer has filed a statement of management on internal accounting controls as set forth in M.G.L. c. 30, §39R(c) prior to the execution of this Agreement;

**14.1.6.** the Designer has filed with DCAM prior to the execution of this Agreement an audited financial statement for the most recent completed fiscal year as set forth in M.G.L. c. 30, §39R(d); and

**14.1.7.** the Engineer has complied with all the laws of the Commonwealth pertaining to taxes, reporting of employees and contractors, and withholding and remitting child support (M.G.L. c. 62C, §49A).

CITY OF CAMBRIDGE

DESIGNER

\_\_\_\_\_

\_\_\_\_\_

Richard C. Rossi  
City Manager

Signature

APPROVED AS TO FORM:

By:

\_\_\_\_\_

\_\_\_\_\_

Nancy E. Glowa  
City Solicitor

Print Name and Title

\_\_\_\_\_

Amy L. Witts  
Purchasing Agent

**APPENDIX A**

**APPENDIX B**

**SCHEDULE OF PERFORMANCE OF THE DESIGNER**

**APPENDIX C**

**COMPENSATION FOR ADDITIONAL SERVICES**

	<b>Out-of-Court</b>	<b>In Court</b>
<b>Witness Fee</b>	<b>\$ _____</b>	<b>\$ _____</b>

**APPENDIX D**

**ADDITIONAL BASIC SERVICES**

**APPENDIX E**

**COMPENSATION FOR BASIC SERVICES**

**APPENDIX F**

**COMPENSATION BASED ON A STIPULATED SUM**

**APPENDIX G**

**COMPENSATION FOR ADDITIONAL SERVICES OF CONSULTANTS**

**APPENDIX H**

**CERTIFICATES OF INSURANCE  
AND  
ADDITIONAL INSURANCE REQUIREMENTS**

**APPENDIX I**

**NOTICES**

Notice to the **City** shall be addressed to:

City Manager  
City of Cambridge  
795 Massachusetts Avenue  
Cambridge, MA 02139  
Facsimile: (617) 349-4007

Notice to the **Designer** shall be addressed to:

Name of Designer \_\_\_\_\_  
Street Address \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

APPENDIX J

MASSACHUSETTS PROFESSIONAL REGISTRATION NUMBERS  
AND  
EXPIRATION DATES

<u>NAME</u>	<u>REGISTRATION NUMBER</u>	<u>EXPIRATION DATES</u>
-------------	----------------------------	-------------------------

**APPENDIX K**

**TRUTH-IN-NEGOTIATIONS CERTIFICATE**

The undersigned hereby certifies under the penalties of perjury that the wage rates and other costs used to support its compensation are accurate, complete and current at the time of contracting.

The undersigned agrees that the original contract price and any additions to the contract may be adjusted within one year of completion of the contract to exclude any significant amounts if the City determines that the fee was increased by such amounts due to inaccurate, incomplete or noncurrent wage rates or other costs.

\_\_\_\_\_  
«NAME OF DESIGNER»

BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINT NAME OF SIGNATORY

\_\_\_\_\_  
DATE

PROJECT: «NAME OF PROJECT»

**Reference: M.G.L. c. 7, §38H(b)**

**ATTACHMENT A**



# CONNECT KENDALL SQUARE FRAMEWORK PLAN: EXECUTIVE SUMMARY

RICHARD BURCK ASSOCIATES, INC.  
July 17, 2015



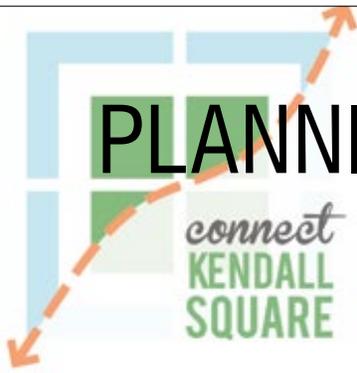
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# 1 INTRODUCTION



# PLANNING & DESIGN GOALS

To achieve the Project Vision, the following Planning & Design Goals have been established to guide the participants in their work and to provide the Jury with the criteria to evaluate the work of the Teams.

**1. DETERMINE A COHESIVE FRAMEWORK:** Tie together existing and future open spaces throughout the Kendall Square/Eastern Cambridge area and provide connections to the Charles River. Define the relationship between public and private open spaces, the programmatic diversity to serve the evolving nature of the area, and the connectivity between each facility—enabling a systemic approach to open space design and creating a city-wide asset.

**2. PROVIDE INCREMENTAL FLEXIBILITY:** Recognize the changing needs and demands placed upon open spaces through programming and design that offer flexibility in use and evolution over time. Flexibility in use requires consideration of demands placed on spaces by adjacent uses, and that each open space does not have to provide everything in a singular location.

**3. PROMOTE COMPLEMENTARY UNIQUENESS:** Identify the role that new public open spaces to be developed in the near future will play in promoting community gathering, recreational opportunities, healthy lifestyles, and a better quality of urban life. Each open space should be recognized as an individual facility as well as a contributing part of the open space network.

**4. CONNECT PUBLIC AND PRIVATE SPACES:** Develop strategies for how future public and private open spaces will be integrated into the open space network over time as redevelopment plans are carried out. Provide guidelines that will allow future open spaces to best complement and enhance existing spaces in their design and function.

**5. ESTABLISH ACTIVATION STRATEGIES:** Establish programming and activation strategies that support the daily use of open space venues. Consider the rhythms of the day, seasons of the year, and extended use.

**6. CELEBRATE COMMUNITY INCLUSIVITY:** Consider concepts and access features that will be inclusive of community members from a wide variety of backgrounds, including residents, workers and visitors, of all ages and of differing levels of physical and cognitive ability.

**7. INTEGRATE SAFETY, OPERATIONS, AND MAINTENANCE:** Consider security, safety, and operational facilitation as essential issues to be incorporated in the Framework and open space programming and design.

**8. CREATE A SUSTAINABLE FUTURE:** Promote sustainable design and operation of open spaces—economically, culturally, and environmentally.

**9. BUILD AN IDENTITY:** Celebrate the uniqueness of the Kendall Square/Eastern Cambridge area through signage and way finding, public art, historic interpretation, and identity as a center of innovation.

**10. ELEVATE THE USER EXPERIENCE:** Create a rich experience for users based on the quality of open spaces and programming to promote social and cultural well being.

# CONNECT KENDALL PROJECT VISION

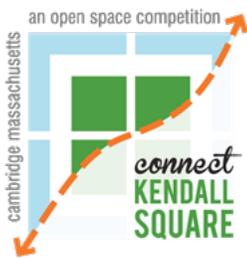
*Kendall Square and Eastern Cambridge should be a destination, where the main attraction is the area itself, rather than employment, transit or any one particular building, space, structure, or event. Its identity is defined just as much by quality experiences, as it is by physical attributes, and geographic location. The public realm is a critical link between the growing industries in Kendall Square and the surrounding community, and represents a special opportunity for new types of interaction. The public realm should feel inviting and connected, and reflect both the innovative character of activities that happen within buildings and the open space needs of the existing and emerging community of residents, employees, and visitors. The public realm should be guided by a comprehensive framework that integrates common elements and features such as the history of the area, interactive public art and the significance of water in the area, and particularly the Charles River, which is a key contextual component of the open space system.*

*Open space in the area should include a range of unique experiences including different levels of interaction, gathering and community events, recreational opportunities, nature, water, public art, and history. There should also be a range of physical environments including revealing landscapes and views, natural features, paths and promenades, quiet reflective spaces, innovative parks and open spaces and vibrant, lively areas. New and existing open spaces should facilitate expanded programming hours for community events and gatherings, particularly after typical work hours and on evenings and weekends. Creative wayfinding tools should be used to connect open spaces within the public realm, including to better connect the Charles River to the area, both figuratively as well as through potential streetscape improvements. All connections should be safe, accessible and pedestrian and bicycle friendly.*

- PAGE 5, CONNECT KENDALL COMPETITION MANUAL

This document represents the combined efforts of the citizens of Cambridge, Massachusetts, the City of Cambridge Community Development Department, and a diverse team of designers and public space analysts engaged **to reimagine the neighborhood of Kendall Square** in eastern Cambridge.

## KENDALL SQUARE



Despite its name, Kendall Square today is best understood as a neighborhood, as the exact location of the “Square” is a long-standing subject of debate. Encompassing a broad business district, a significant portion of the Massachusetts Institute of Technology campus, and a mixture of low-rise residences and new, taller residential towers, Kendall Square is a diverse and thriving district for living, working, and learning. Kendall is optimally positioned between central Cambridge and downtown Boston, and is currently connected to other areas of Metro Boston by MBTA rapid transit, buses, and a complex network of shared vehicular and pedestrian streets that includes the Longfellow Bridge and Memorial Drive.

## ECKOS AND CONNECT KENDALL SQUARE COMPETITION

Beginning in the spring of 2013, the City of Cambridge pioneered efforts toward developing a comprehensive open space plan for the neighborhood, which was called the Eastern Cambridge Kendall Square Open Space (ECKOS) Planning Study. An ECKOS committee was formed, “comprised of community and stakeholder representatives appointed by the City Manager to work with the larger community, city staff, and consultants to plan for the network of open spaces in the area” [City of Cambridge website: <http://www.cambridgema.gov/kendallopenspace>]. Regular, public committee meetings and a special session for community input helped the City identify opportunities for improvements to Kendall Square and eastern Cambridge’s parks, open spaces, and transportation routes and laid the groundwork for a nationwide design competition: “Connect Kendall Square: An Open Space Competition.”

The competition aimed to generate creative ideas and thinking on strategies to use open space and the public realm to better connect Kendall Square to surrounding neighborhoods, and also create a sense of place and identity. Coordinated by STASTNY: Architect and administered by the City of Cambridge the competition was organized into three graduated stages that spanned eight months. A diverse, five-member jury of experts with 1 alternate juror, narrowed the numerous initial applicant design teams to four finalists at Stage III. With guidance from City officials across a variety of departments, each of the four finalist teams produced Framework Plan reports laying out recommendations and creative visions for establishing a stronger network of open spaces in Kendall Square and its surrounding communities.

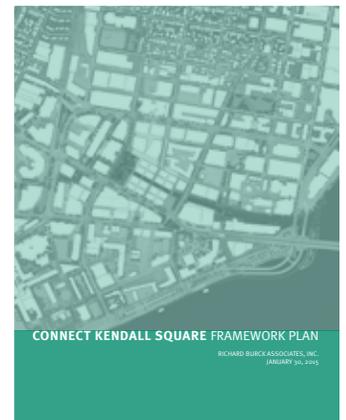
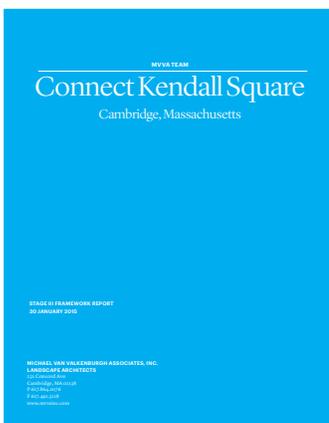
## THE SELECTED FRAMEWORK

From the four Stage III finalists, the jury selected the Framework Plan written by a team led by the landscape architecture firm Richard Burck Associates (RBA). As described by the City, the selected Framework Plan “is structured on better connecting the Charles River to Kendall Square, and then better connecting Kendall Square to its surrounding parks, neighborhoods and MIT. This layered effort encompasses organizing new urban form to feature open space connectedness, connecting a series of sustainable stormwater strategies, and developing strong pedestrian connections throughout the project area” [Press

release; City of Cambridge website: <http://www.connectkendallsquare.com/wordpress1/wp-content/uploads/2015/04/Cambridge-Competition-Press-Release-Winner-FINAL.pdf>]]

The RBA team is a collaborative group of experts in the areas of landscape architecture, urban planning, economic development, watershed protection, public arts, civil engineering, learning through play, traffic engineering, and environment and soils. As outlined in the initial Competition Manual, the RBA-team set out to connect four new or renewed park parcels identified by the City. The selected Framework Plan delivers clear design goals also emphasizes that the City must work cooperatively across property lines to create highly functional, meaningful, and innovative open spaces and to establish an enriched identity for Kendall Square.

In the words of the City of Cambridge: “The winning framework plan will serve as a means of informing park designs, the character and role of both public and private open spaces in the area, and even decisions regarding infrastructure, city policy and future development.” [City of Cambridge website: <http://www.cambridgema.gov/kendallopenspace>]



## THIS DOCUMENT

Following the City’s selection of the Framework Plan, the RBA team was engaged to continue work on their Framework Plan. For a period of two months, the RBA team held meetings and received critical feedback from City Departments (including Traffic, Parking and Transportation) and also presented their progress to the ECKOS Committee in a public meeting. This document may be thought of as the product of a “Stage IV” effort, and the goals of this final report are to distill, clarify, and further develop Framework Plan concepts to be most useful and implementable to the government and citizens of Cambridge.

It is the hope of the authors of this document that, as parklands are designed and built in Kendall Square, private parcels are developed or redeveloped, and transportation and infrastructure projects are undertaken in the future, designers, engineers, developers, and City officials alike look to this document for guidance and inspiration.



GRAND JUNCTION  
PORTAL

BROAD  
WETLAND

BROAD  
MARKETPLACE

BROAD  
SQUARE

POINT P

WEBSTER STREET

HAMPSHIRE STREET

CARDINAL MEDEIROS AVENUE

BINNEY STREET

FULKERSON STREET

SIXTH STREET

FIFTH STREET

BROADWAY

HARVARD STREET

PORTLAND STREET

WASHINGTON STREET

GALLEO GALLET WAY

LOUGHREY WALK

AMES STREET

BROADWAY

MAIN STREET

MAIN STREET

ALBANY STREET

VASSAR STREET

AMES STREET

DEACON STREET

HAYWARD STREET

WADSWORTH STREET

AMHERST STREET

MEMORIAL DRIVE



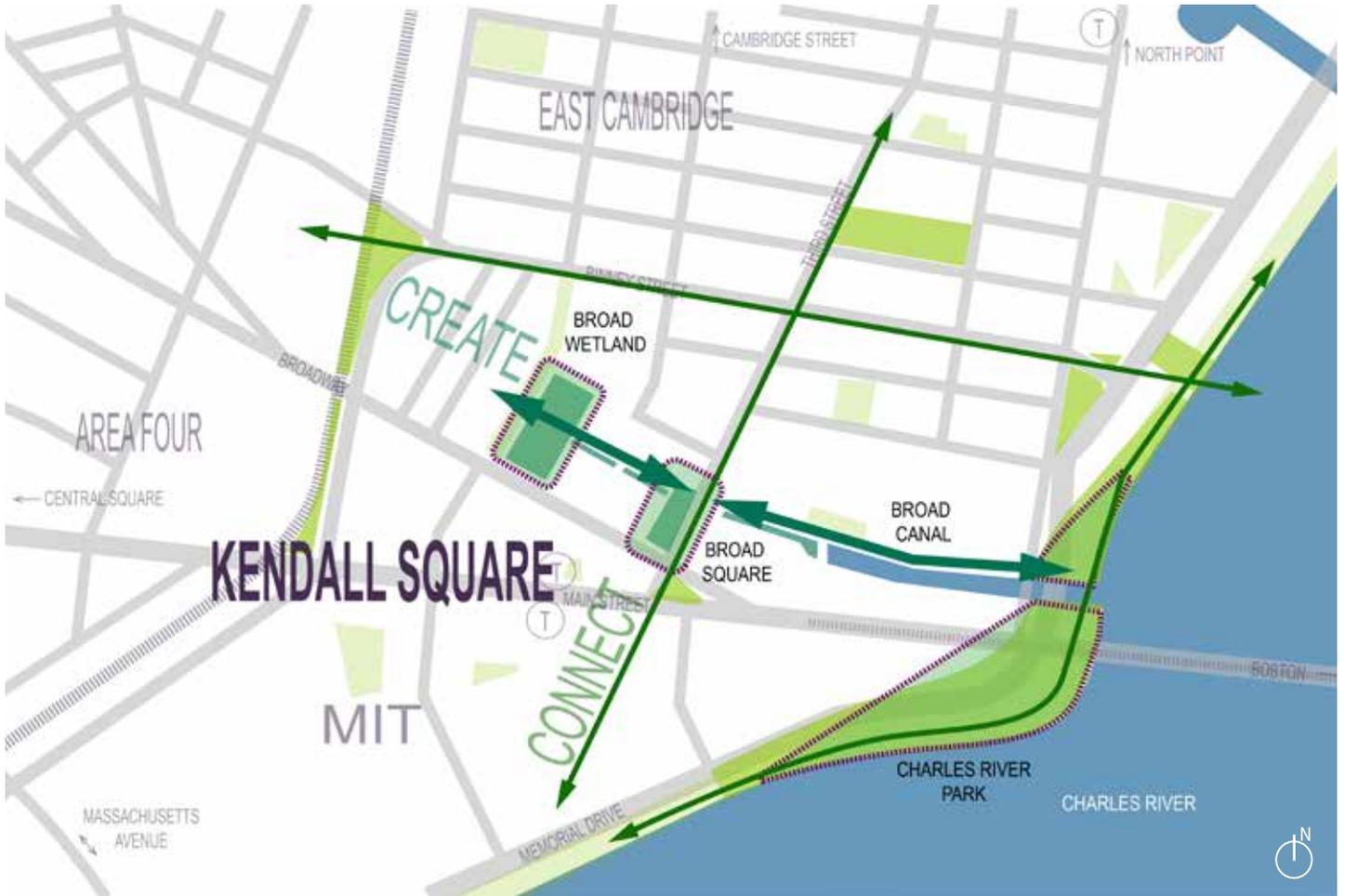
# CONNECT KENDALL FRAMEWORK PLAN





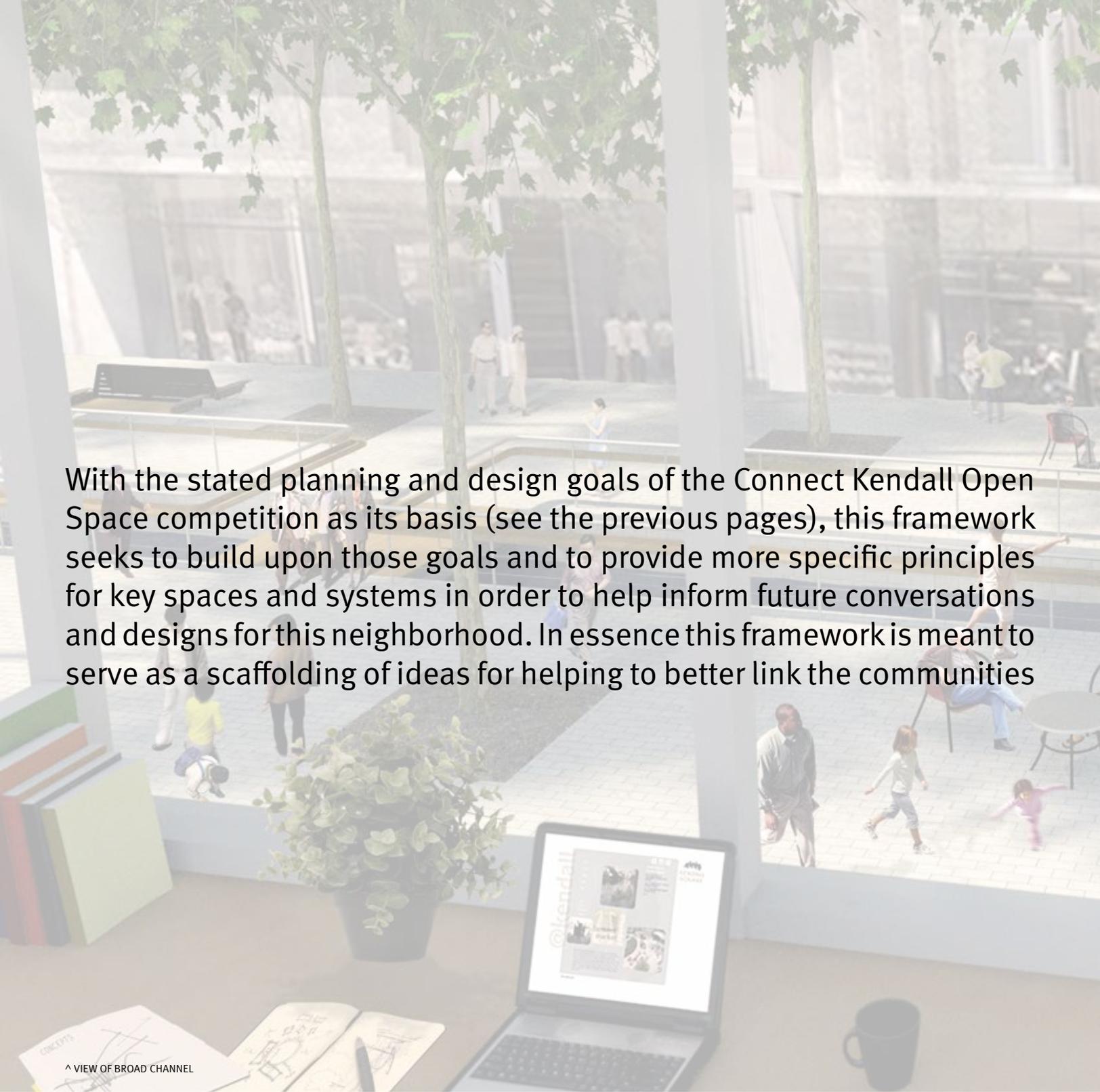


## 2 FRAMEWORK PRINCIPLES



^ CONNECT & CREATE FRAMEWORK PRINCIPLES

We propose to reestablish water as a basis of both sustainability and circulation while at the same time, seeking to weaken the scar tissue of super blocks and allowing finer grained circulation patterns to emerge through them. Our design framework is a combination of two related design efforts, the first being to **CREATE** Kendall Square and the second, to **CONNECT** Kendall Square.



With the stated planning and design goals of the Connect Kendall Open Space competition as its basis (see the previous pages), this framework seeks to build upon those goals and to provide more specific principles for key spaces and systems in order to help inform future conversations and designs for this neighborhood. In essence this framework is meant to serve as a scaffolding of ideas for helping to better link the communities

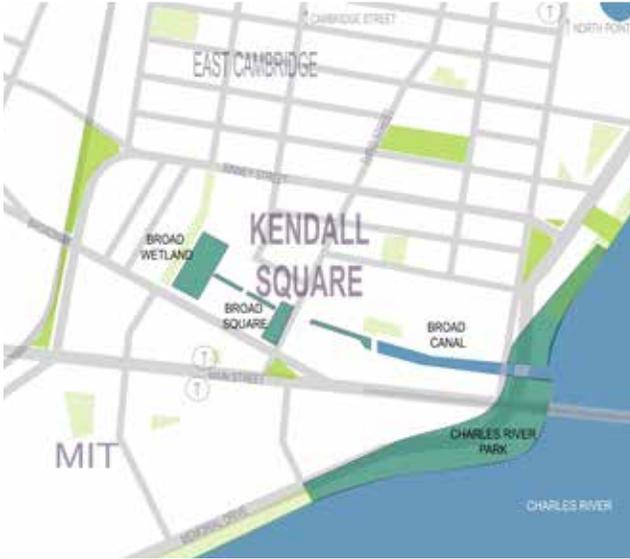
^ VIEW OF BROAD CHANNEL

An architectural rendering of a public square. The scene is viewed from an elevated perspective. In the foreground, a paved plaza with a brick pattern is visible. A woman in a red jacket sits on a red metal chair on the left. A large, red, triangular canopy is positioned near a tree. In the middle ground, a family of three (a man, a woman, and a child) is walking. A man in a wheelchair is also present. To the right, a group of people is sitting on a long, dark-colored bench. In the background, a multi-story building with large windows and a stone facade is visible. More people are scattered throughout the square, some sitting on other benches. The overall atmosphere is one of a vibrant, accessible public space.

and open spaces of Kendall Square. The ideas contained within this document represent the distillation of those developed and presented throughout the competition process as well as the making explicit of previously implicit design thinking. From this process we have developed a list of principles, noted on the following pages, that serve **to create and to connect Kendall Square.**

## CREATE KENDALL SQUARE

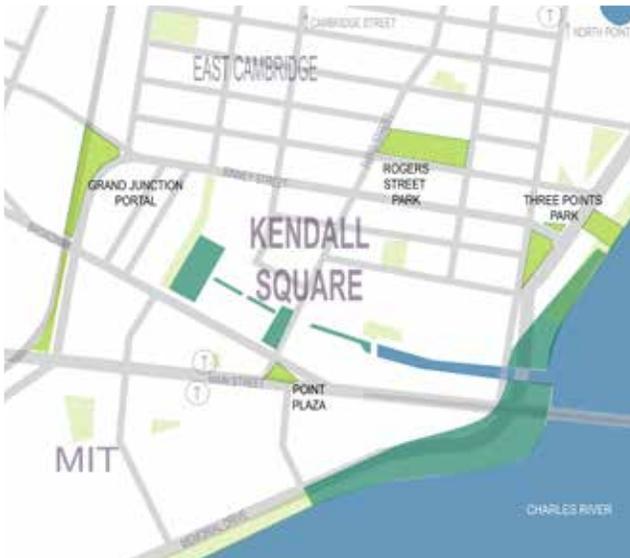
Implicit in the Framework Plan is the establishment of a sequence of connected open spaces that aim to generate a greater sense of place for Kendall Square – spaces that are civic, ceremonial, sustainable, vital in their programming and authentic to the neighborhood. Drawing upon the history of the place, the plan aligns a central pedestrian corridor with the Broad Canal and Channel, connecting key spaces to a corridor animated by water, art, retail and lighting with the goal of creating an enhanced public realm core for Kendall Square. It should be noted that these spaces are not owned by the City.



Key spaces:

- Broad Wetland
- Broad Square
- Broad Canal
- Charles River Park

^CREATING OPEN SPACE



Critical to the Framework Plan is the creation of a series of parks that are compelling and complementary. These parks are meant as local resources for their immediate and the larger community. They are intended to bring people together. The parks should be created from natural materials to support play that is inventive and adventurous allowing discovery and growth. They should be multi-generational and multi-seasonal.

Key parks:

- Grand Junction Portal
- Rogers Street Park
- Three Points Park
- Point Plaza

^CREATING A SERIES OF PARKS

## CONNECT KENDALL SQUARE

Making a stronger and more visible connection between Kendall Square and the Charles River allows the history of the Canal and the River to re-enter the district; to extend and strengthen the Broad Canal connects the interior of Kendall Square to a greatly improved Charles River Esplanade.



Key connections:

- **Extend the Broad Canal to Third Street**
- **Create Broad Channel from Third Street to Broad Wetland**
- **Create Broad Wetland adjacent to Sixth Street pedestrian walk**

Connect Circulation through Kendall Square – increase integration of all modes of circulation throughout Kendall Square.

- **Create Grand Junction Bicycle / Pedestrian Path as conceived**
- **Work with DCR to greatly improve pedestrian / Bicycle circulation along the esplanade**
- **Work with developers, building tenants, the MBTA, and City agencies to greatly improve pedestrian T passageway through Marriott Hotel**

^ CONNECTING TO THE CHARLES RIVER



Connect Kendall Square's Stormwater System – employ an integrated, sustainable and intelligible stormwater system.

- **Use the Broad Wetland to collect rain water from its immediate catchment area, to address water quality issues through landscape measures.**
- **Collect from the proposed Volpe development and adjacent parcels roof run-off to re-use it for site irrigation, and proposed water features**
- **Reduce imperviousness through pavements and plantings.**
- **Encourage stormwater infiltration within the parks.**
- **Integrate Best Management Practices, such as bioswales, within the streets wherever possible.**

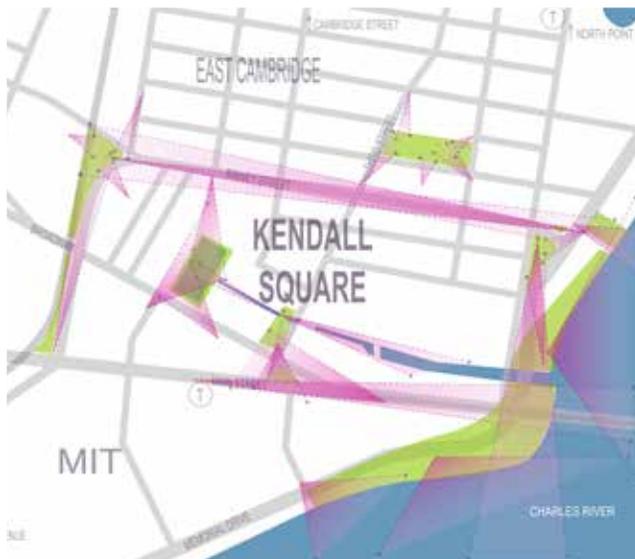
^ CONNECTING TO STORMWATER SYSTEM

Connect Kendall Square Visually – by first, associating new open spaces with key circulation corridors so that their visual presence is maximized and secondly, by developing the Volpe Center as a pedestrian-centered district, integrating art with daily circulation and through the strategic use of lighting design.



- Extend Broad Canal to Third Street to increase its visibility closer to the heart of Kendall Square
- Step back the proposed massing at the Volpe at the corner of Third and Broadway to frame Broad Square
- Visually link Point Plaza to the new open space at Volpe to provide a more expansive gateway into Kendall Square and Cambridge

^INCREASE VISIBILITY



- Make a visual connection through the Volpe to the Broad Canal through the Broad Channel corridor
- Locate the Broad Wetland at the Sixth Street pedestrian corridor and Broadway to make a strong visual and physical connection for pedestrians and drivers alike
- Integrate art and special lighting with daily circulation routes to enliven those spaces

^VISUAL CONNECTION

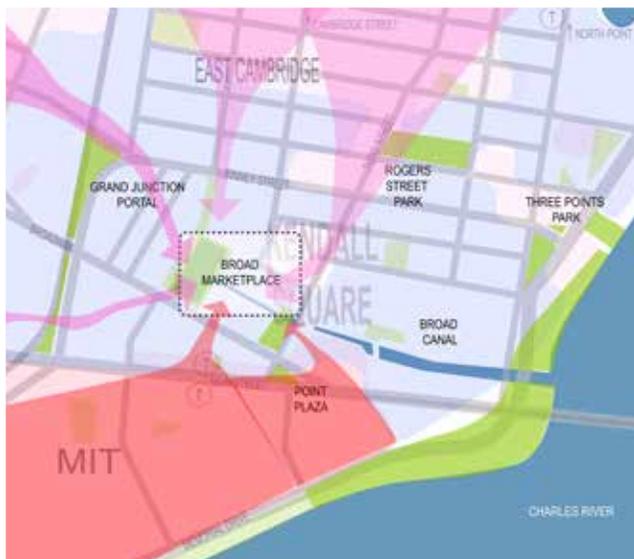
Connect Kendall Square to its Open Spaces – As a key component to providing a greater sense of connectivity, a “dendritic pattern” is overlaid onto the Framework Plan to establish a rich open-space network throughout Kendall Square. The dendritic pattern, a formation that can be observed in nature from the scale of neurons to tree roots to continental river systems, is not just an artistic move. Overlaying this pattern would accomplish multiple goals and function on many levels that will be discussed in the following chapters: pedestrian connectivity, economic development, stormwater mitigation, play and learning, public art, and wayfinding.



- Seek to make these routes pedestrian and cyclist friendly and places of learning and exploration wherever possible.
- Connect these routes to residential neighborhoods and nodes of commercial activity wherever possible so as to encourage the mixing of the various communities.
- Create routes that are eventful, providing spaces that may include stormwater storage and other sustainable features, sculpture, special lighting, small play elements, special paving and seating.

^A DENDRITIC PATTERN ESTABLISHES CONNECTION

Connect Kendall Square to Itself – make Kendall Square a resource for its larger population.



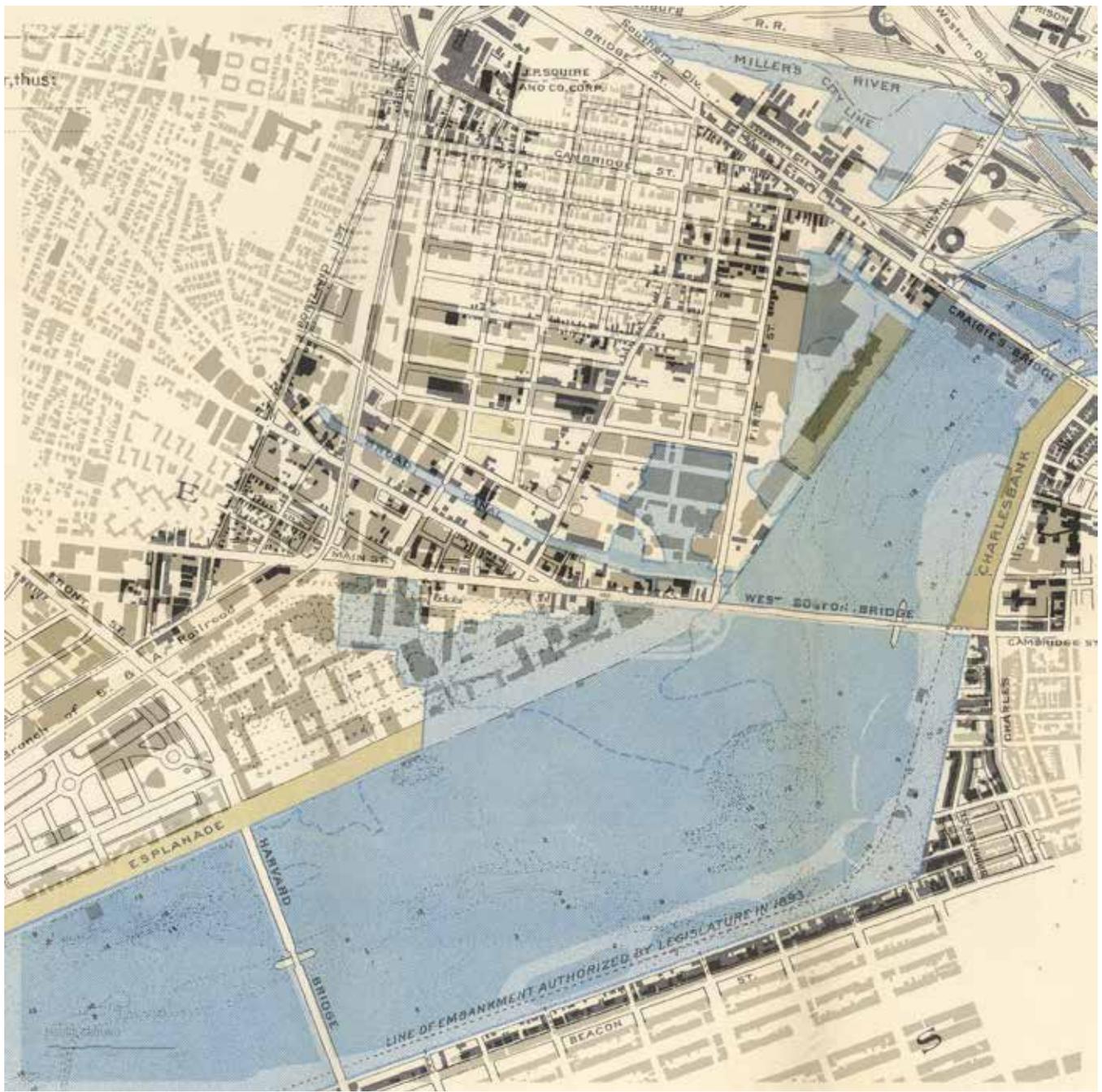
- Create a destination marketplace for food including groceries, restaurants, cafes, and farmer’s markets.
- Provide opportunities to promote and enhance local retail.
- Create a destination marketplace of ideas including start-up, incubator, and hive spaces with shared resources to encourage entrepreneurialism throughout the District.

^CREATE A DESTINATION MARKETPLACE





### 3 CONNECTING WITH HISTORY



^ OVERLAY OF HISTORIC MAPS OF KENDALL SQUARE

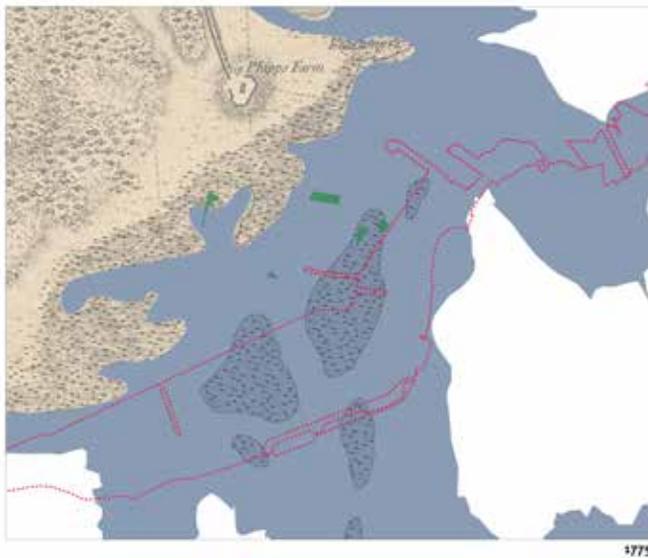
The history of Cambridge and Boston is an extensive story of geologic, environmental, and human change, and Kendall Square is no exception. The Framework Plan looks to the future of Kendall Square, but does so with a firm understanding of the neighborhood's topographic, hydrologic, economic, and social roots. From cultural migrations to industrial revolutions and a legacy technological innovation, Kendall Square's history is far too complex to be addressed explicitly within this report, **but perhaps the most relevant component of its history – a distinct and defining thread that runs through the neighborhood's history – is the relationship Kendall Square has had with water.**

## THE ‘GREAT MARSH’

In the thousands of years between the final retreat of Ice Age glaciers and the arrival of European settlers, the area now known as “Kendall Square” was a naturally occurring wetland ecosystem. Appearing on the first known maps of the area with names like “The Great Marsh,” the territory “between Captain’s Island [now Magazine Beach] and East Cambridge” was “one continuous unbroken marsh” [History of Cambridge, Massachusetts. 1630-1877. With a genealogical register by Paige, Lucius R.; published 1877]. The marsh’s brackish soils and tidal waters would have been home to native grasses and perennial plant species and a range of birds, small mammals, and aquatic species including oysters and fishes.

## EUROPEAN SETTLEMENT

People of European origin were certainly not the first humans to settle in the area, but it has been their pattern of development that has most dramatically altered the native condition. With the founding of Charlestown in 1628 and Boston and Cambridge in 1630, the region began to undergo great change: to support the growing needs of a growing population, forests were cleared for agriculture and hills were flattened and lowlands were filled for the building of structures and routing of roads. Initially, the impact of these changes was clustered around the three neighboring areas of the Charlestown Peninsula, Boston’s Shawmut Peninsula, and central Cambridge, but in eastern Cambridge, isolated homes and farms began to spring up and a fledging network of cart paths and roads began to grow through the 1700s.



## INDUSTRY, LAND DEVELOPMENT & THE CANALS

In the mid-1800s, the most consequential changes began. As a product of the Industrial Revolution, undulating tidal flats began to be drained and flattened for development and land speculation. Serving the dual purpose of establishing shipping corridors and providing valuable excavated fill for adjacent land owners, a campaign of canal-building began. Though only two canals still be recognized today, a half-dozen canals were cut through the marshland of eastern Cambridge. Most notably for Kendall Square, on the approximate alignment of a native estuary, “Little Cove,” the stone-edged waterway known as the Broad Canal was constructed. In the decades that followed, the Charles River Embankment was constructed to provide a reinforced edge along the Charles River and provide more land ready for development. By the early 1900s, the canals and road network had enabled Kendall to grow, and maps show a tight urban street pattern bridging the canals and connecting factories, warehouses, shops and homes.

## URBAN REDEVELOPMENT

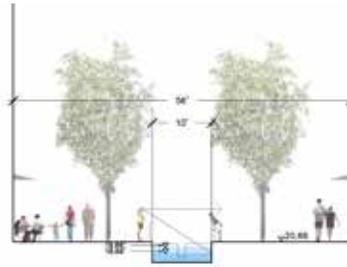
In the mid-1900s, the majority of Kendall Square’s slow-grown urban fabric was wiped clean. With the arrival of new technology, the increased popularity of the personal automobile, and post-war prosperity, “urban redevelopment” meant the creation of large “superblocks,” tall towers with excessive setback from local streets, and the erasure of two-thirds of the Broad Canal. Development continued for the remainder of the century in this pattern; an automobile-scale pattern of “office parks” turned their backs on the once-valued waterfront of Charles River and the remaining vestige of the Broad Canal.



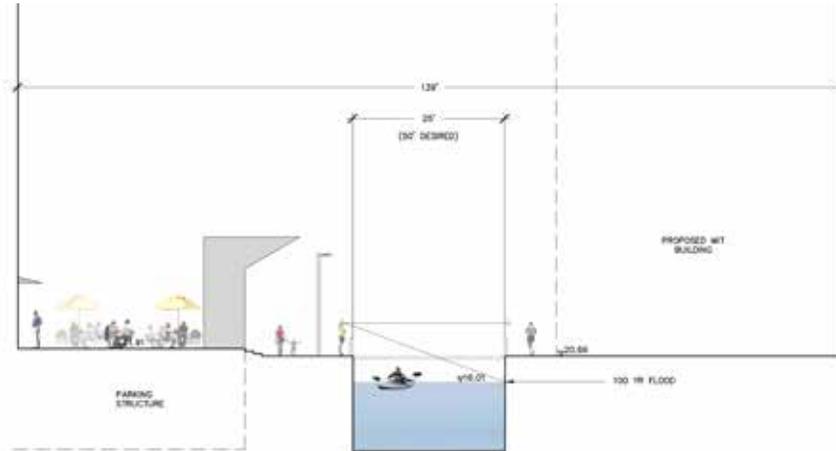
## KENDALL SQUARE TODAY

Today, Kendall Square is a place of thriving development and is densifying into a livable, more walkable neighborhood. Over the last decade, the City of Cambridge has worked cooperatively with developers and other agencies to restore the sense of identity that was obscured by mid-century redevelopment.

Some of the most successful steps taken by the City and private developers over the last few years are the implementation of bike infrastructure, the improvement of streetscapes to give priority to walking and other modes of transportation, and the construction of the Broad Canal Walk along the remaining piece of the Broad Canal. The Framework Plan strives to greatly expand and accelerate the recent strategies that have turned Kendall Square into more of a destination than a thoroughfare and have, quite importantly, re-established the neighborhoods critical, historical relationship with water.



A. BROAD CHANNEL: THROUGH MARKETPLACE

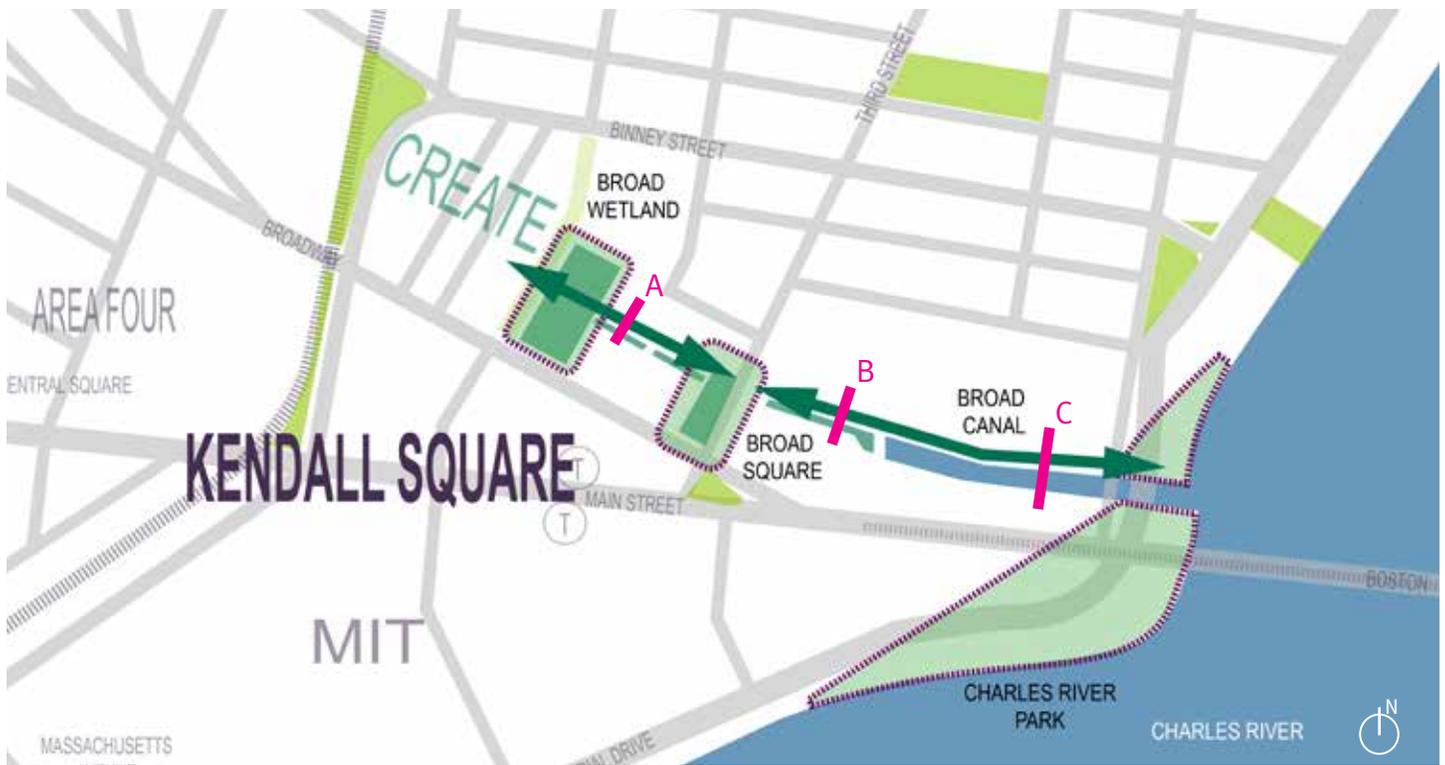


B. BROAD CANAL: RECONSTRUCTED



C. BROAD CANAL: EXISTING (WITH SUNKEN BRIDGE BEYOND)

^ SECTIONS OF THE PROPOSED WATER SEQUENCE



^ OPEN SPACES CREATED ALONG A CENTRAL PEDESTRIAN SPINE

## CREATE KENDALL SQUARE: LINKING THE FUTURE WITH THE PAST

Looking to the future, the Framework Plan recommends a series of open spaces connected along a central pedestrian spine. This overall spatial pattern, as well as the proposed character of each of its key spaces, is inspired and informed by the history of water in Kendall Square. The relationships between the key spaces and their hydrologic histories:

### BROAD WETLAND

Before human development filled and drained this land about two centuries ago, the native condition of this specific site was that of a wetland ecosystem. Harkening back to the historic Great Marsh shown on historic maps, Broad Wetland would reestablish a natural visual aesthetic over the site, and the constructed wetland would have ecological benefits, both measurable and immeasurable. For hundreds of wildlife species – plants, fish, amphibians, birds, and mammals – Broad Wetland would offer approximately 2 acres of rich, balanced habitat. From the perspective of stormwater, the constructed wetland would allow for some retention for aquatic species and would aim to restore natural infiltration patterns to help improve water quality for the area and its tributary, the Charles River.



^ BROAD WETLAND PROVIDES HABITAT





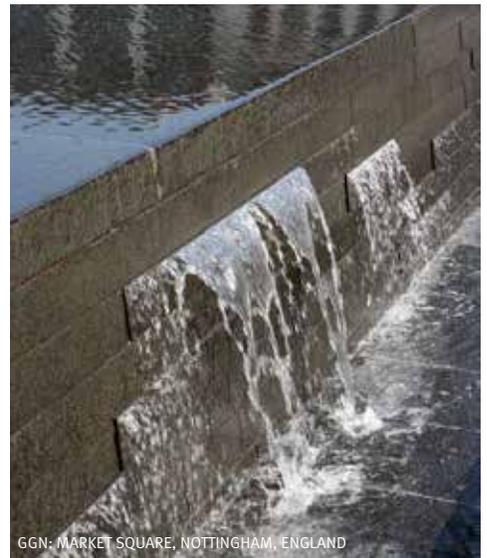
TOWNSEND LANDSCAPE ARCHITECTS: LONDON, ENGLAND



GUSTAFSON GUTHRIE NICHOLS: MCCA HALL, SEATTLE, WASHINGTON



MÁS ARQUITECTES: BANYOLES, SPAIN



GGN: MARKET SQUARE, NOTTINGHAM, ENGLAND



ATELIER DREISEITL: POTSDAMER PLATZ, BERLIN, GERMANY



EUROPEAN WATER CONVEYANCE CHANNEL

^ PRECEDENT IMAGES

## BROAD CANAL

Currently extending roughly one thousand feet from the Charles River, the alignment of the historic Broad Canal appeared on multiple maps from the 17th and 18th centuries and reached into Cambridge nearly three quarters of a mile to meet the Grand Junction rail line. Though now only one vestigial segment of the Broad Canal remains, the Framework proposes to reconnect Kendall Square to this waterway by pulling water back into the neighborhood, tracing its historic path, and using it to link key spaces along its route. The design of the Canal as it moves back into the neighborhood would be carefully modulated based on site conditions and would serve to connect the proposed large open spaces of the Broad Wetland, Broad Square, and Charles River Park to one another. Beginning at the Broad Wetland and moving back towards the River, the Canal is described in four parts, these being:

- **Broad Channel** - The Framework acknowledges that it is unfeasible to restore the entire length of the Broad Canal as a full-depth, navigable waterway. With this in mind, the section west of Third Street, is seen as an opportunity to interpret, or “trace,” the historic footprint of Broad Canal in a way that complements the development of open spaces and private development in Kendall Square. Emulating the ancient hydrologic pattern of Little Cove, the shallow, linear Broad Channel would drain stormwater away from Broad Wetlands and direct flows toward the Charles River.
- **Broad Weir** – Just west of Third Street, the shallow Broad Channel would fall over a weir into the full-depth Broad Canal. The created waterfall, perhaps only a few feet in height, would be a visual and acoustic celebration of water’s presence in Kendall Square and illustrate the direction and changing volume of stormwater flows in the days and hours following a storm event. The elevation and engineering of the weir would ensure that there is no increased flood risk to surrounding businesses.
- **Broad Canal (reconstructed segment)** – Water drained from the Broad Wetland would fall from the Broad Channel into a restored section of the Broad Canal. While the requirements for this segment would not have to be as stringent as a true historic “restoration” [[http://www.nps.gov/history/local-law/arch\\_stnds\\_10.htm](http://www.nps.gov/history/local-law/arch_stnds_10.htm)], the reconstructed section should have the general proportions, navigable depth, and character of the Broad Canal that once existed on this site.
- **Broad Canal (existing segment)** – The existing section of the original Broad Canal should maintain the character it has today. Improved recreational access, including a ramped, sunken bridge, would bring people of all ages and physical abilities into closer contact with the Canal and Charles River. From the variety of conditions described above, stormwater flows departing this segment would have had increased opportunities for infiltration, biofiltration, cooling, and aeration, all of which are expected to improve water quality and promote healthy aquatic habitats in the Canal and beyond.

## CHARLES RIVER PARK

At the mouth of the Broad Canal, Charles River Park is designed to add significant open space for the residents of Cambridge. The Charles River is an incredible city-wide asset, and one that is currently underutilized. The new park is intended to become a destination for Kendall Square, to provide environmental and social benefits for the City and the region. Wetland habitat edges may provide additional biofiltration opportunities for Charles River water as it flows toward Boston Harbor. (Please refer to pages 54-55 for an extensive description of Charles River Park.)



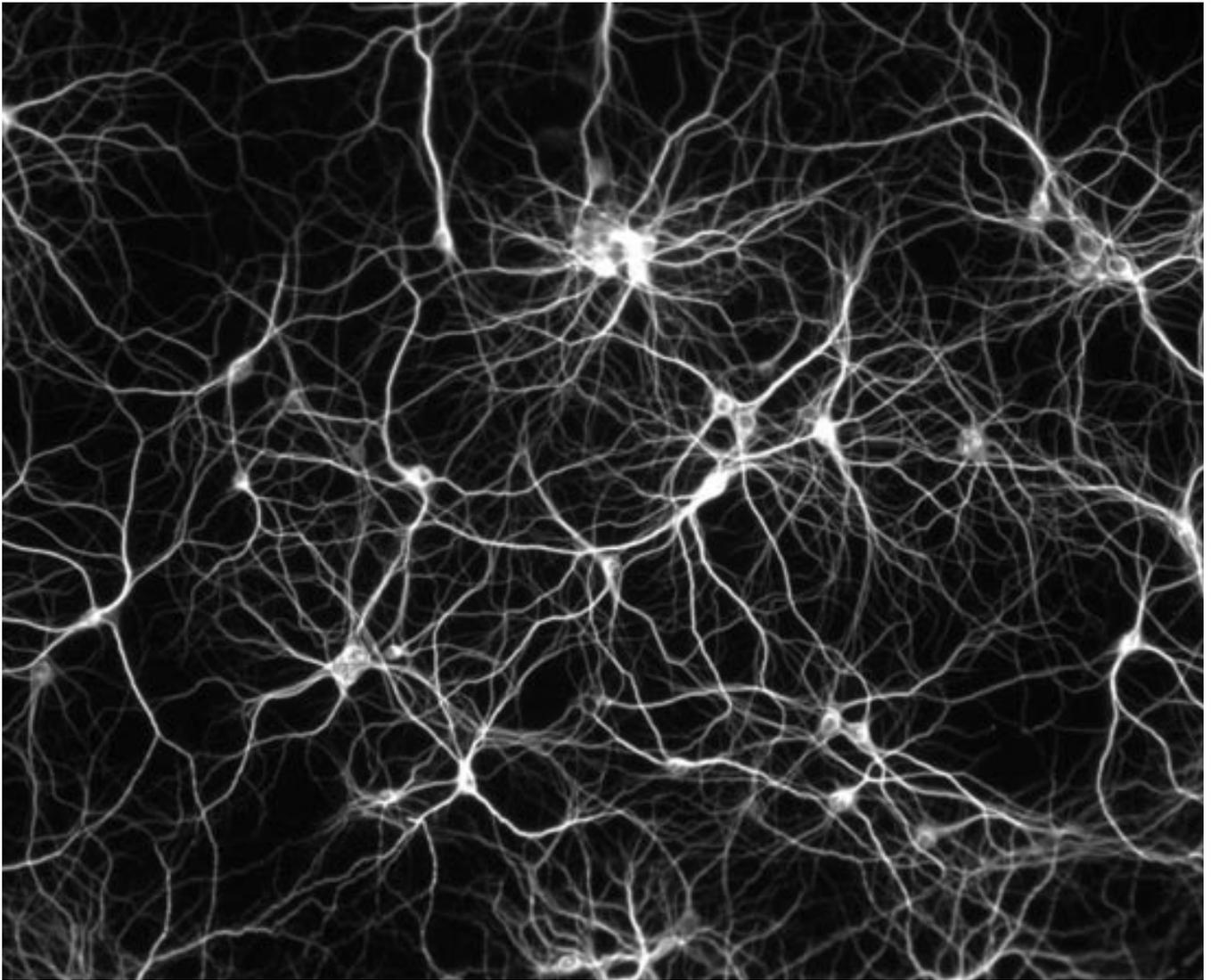
^ PROPOSED SUNKEN WALKWAY ALONG THE BROAD CANAL TO THE CHARLES RIVER







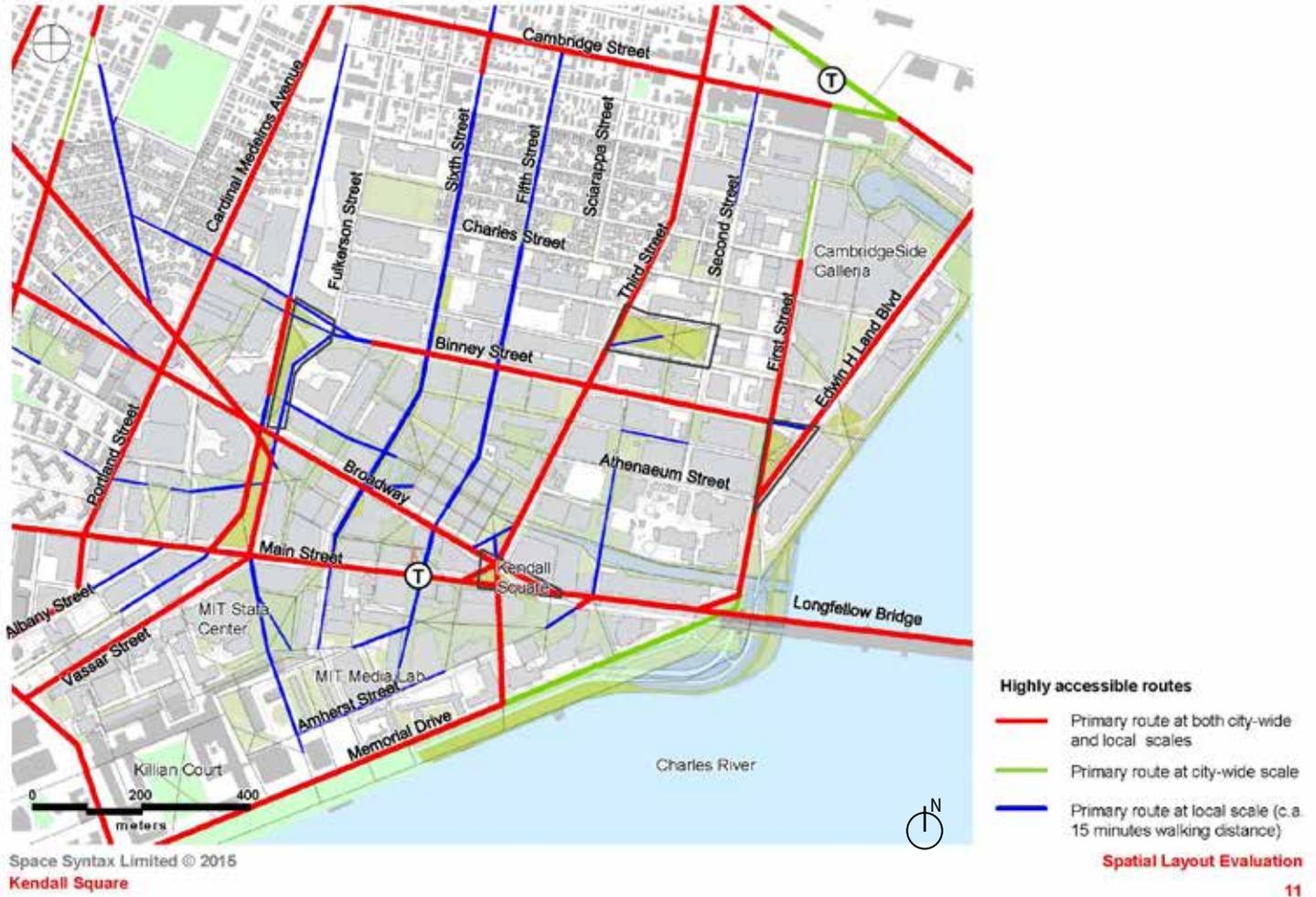
## 4 CONNECTING WITH CIRCULATION



^ Hippocampal neurons. Scale approximately 700 microns. Image courtesy of Paul de Koninck, Université Laval.

In developing a strong circulation framework the needs of pedestrians, cyclists, vehicles, and buses should be integrated into and reinforce the creation of a successful neighborhood center. This requires: strong links to and from the city center and its immediate surrounding context; a fine urban grain to encourage walking and cycling; a legible layout within the site to support wayfinding; and public spaces located at strategic points in the pedestrian movement network. The proposed Framework achieves these spatial qualities by creating **an integrated and legible street network between the four open spaces and by breaking down currently impenetrable blocks with a finer scale network and a walkable urban environment.**

## Spatial accessibility **Multi-scale Proposed**



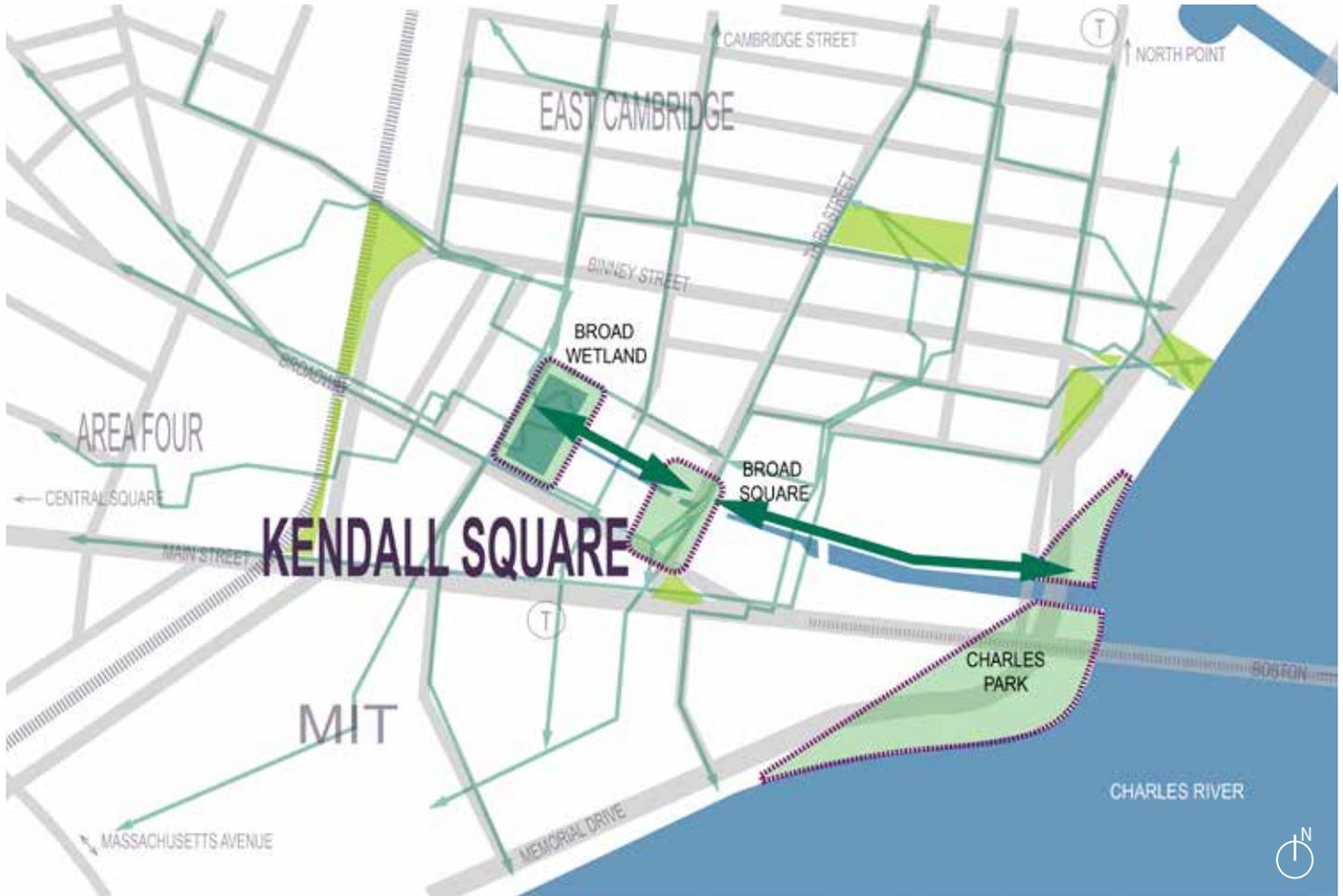
Cities are foremost places of social, cultural and economic transactions between people. They function at their best when they are made up of a legible route network with a fine urban grain, distributing movement conveniently into the surrounding context and creating a clear hierarchy of continuous, busy main roads with key attractors and more quiet side streets attached to them. Frequently, the same parts of the network are used on short- and long-distance journeys. Land use analysis shows that these multi-scale places are typically successful commercial locations, thus demonstrating the importance of promoting opportunities for retail in these corridors. A good city center supports a network of interlinked open and green spaces connected by streets lined with continuous, active frontages.

Currently the street network, particularly between Binney Street and Main Street, is fragmented and with very low degree of permeability. The lack of a finer local grid structure within this zone reinforces the adverse impacts of super-block planning by reducing route choices and increasing walking distances between local destinations. At the same time, Kendall Square does not fully exploit its potential to link to the waterfront, with the majority of the neighborhood cut off from the Charles River by fast moving north-south traffic and hazardous pedestrian crossings.

In order to create a more successful Kendall Square neighborhood, the plan recommends:

- **Provide strong links to the center through the Volpe site to create better access to and from the T as well as its immediate surrounding context.**
- **Establish a fine urban grain of paths and bikeways to break down the super blocks, to encourage walking and cycling, and to generate a greater flexibility of movement throughout the neighborhood.**
- **Create a legible layout that is easily navigable and strengthened by clear wayfinding strategies.**
- **Provide public spaces that are located at strategic points (such as Broad Square and the Broad Channel) in the pedestrian movement network i.e. the intersections of important pedestrian movement routes.**
- **Encourage active and continuous retail along both sides of Main and Third Streets to reinforce the existing businesses along these vital corridors.**

# PEDESTRIAN CIRCULATION



^THE DENDRITIC PATTERN

As a key component to providing a greater sense of connectivity, a “dendritic pattern” is overlaid onto the Framework Plan to establish a rich open-space network throughout Kendall Square. In its current state, Kendall Square leaves its mix of inhabitants - residents, families, students, and daily office workers - in surprising isolation from one another. The proposed dendritic circulation pattern would implement one of the most promising interventions that can be made in such a situation: allowing people to more easily come together in the public realm. Regardless of ethnicity, age, or other demographics, the proposed tendril-like connections are an opportunistic, flexible and hidden circulation network that inhabitants and visitors alike can share. Like rivulets of water finding their way through small cracks in a large boulder, these tendril paths would carry pedestrians through superblocks, along neglected easements, and beyond existing obstructions.

This dendritic structure weaves its way through underutilized alleys and along street edges, and engaging existing and proposed parklands. It not only links the proposed open-space parcels within the project site, but also unites all open spaces into a legible, imageable system. Each route is based on field observation of existing conditions and use, as well as anticipated development. The success of the organic form lies in its flexibility. If unanticipated obstructions to implementation emerge, a path may be rerouted as necessary. These pathways are envisioned to have a recognizable and consistent design language through repetition of colors, paving materials, furnishings, and plantings. They promote travel by foot and, in many places, bicycles. These routes are to be designed so that they in many places they are safe enough for a young child to let go of their guardian’s hand and explore.

This approach strategically privileges the pedestrians and cyclists over the car and employs the following principles:

- **Create numerous and fine grained tendril-like patterns that merge and concentrate at Broad Wetland and pedestrian spine within the Volpe site.**
- **Employ the dendritic pattern strategy opportunistically as a means to break down the super-block pattern between Cardinal Meideros, Binney, Third, and Broadway and provide more direct routes throughout the neighborhood.**
- **Use pathways to express the unique character, history and mission of current land uses through Public Arts programming; lighting; and wayfinding measures.**
- **Establish a recognizable and consistent design language through repetition of colors, paving materials, special lighting, sustainable features, furnishings, and plantings**



This sequence of images describes one of the dendritic branches of the Framework Plan. This particular path seeks to link the residential neighborhoods of Area Four, through the existing commercial areas of Kendall Square, to the proposed new center at the Broad Canal marketplace.





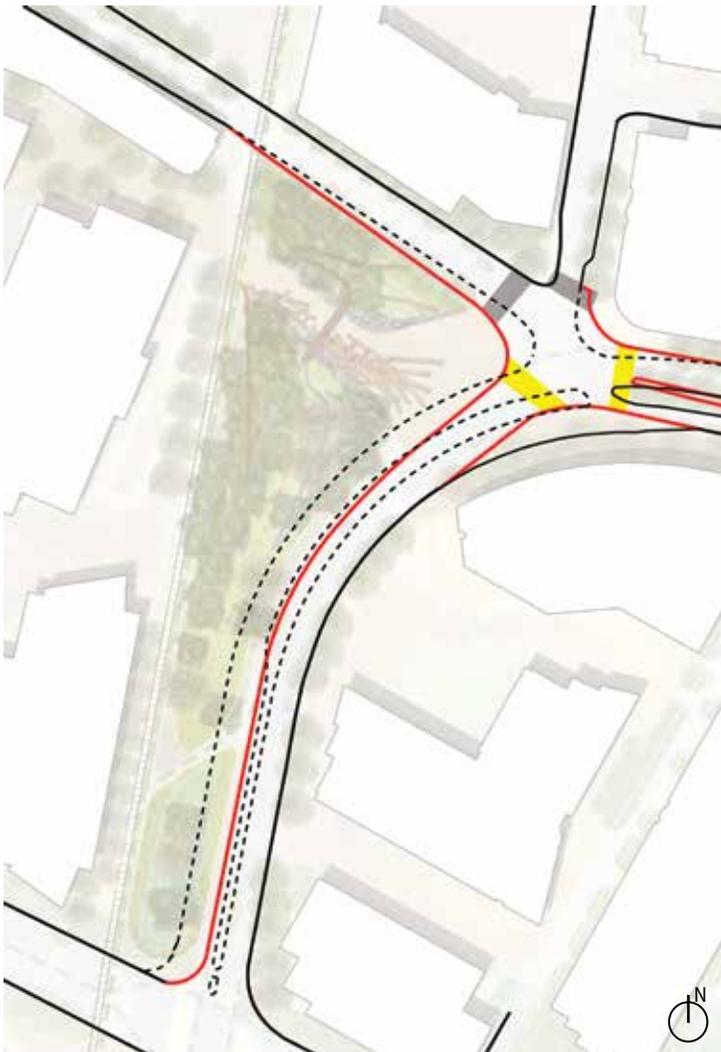
By using a consistent language of trees and site furnishings, the design of the path strives to create a pedestrian friendly environment. Through strategic insertions of public arts programming and/or interactive play elements, the path fosters a sense of playfulness and exploration.



## ROAD GEOMETRIES

This Framework Plan spells out complex improvements for Kendall Square and East Cambridge, and a key part of this document makes site-design recommendations for each of the new/renovated open-space parcels. Each of the four parklands – Grand Junction Portal, Rogers Street Park, Three Points Park, and Point Plaza – is bounded on all sides by vehicular routes. Across the four sites, the design team has proposed a range of changes, from significant alterations of the site boundaries and curb-lines to minimal changes. The diagrams that follow clarify the changes from existing condition to that which is proposed for each park and plaza. The goals for each re-alignment are:

- **To encourage freer and safer pedestrian crossings**
- **To link, whenever possible, open spaces more closely to programmed ones, such as cafes, restaurants, and other public amenities.**



^GRAND JUNCTION PEDESTRIAN IMPROVEMENTS

## GRAND JUNCTION PORTAL

- Roadway - A “road-diet” is proposed for Galileo Galilei Way between Binney Street and Broadway. The design team recommends, at a minimum, the removal of the median and subsequent compression of travel lanes to the east to create more parkland and reduce the effective width of the roadway at pedestrian crossings. (It is recommended that the City consult with a transportation engineer to determine if it is appropriate to reduce the quantity of lanes at Galileo Galilei Way, and to determine if a road-diet strategy can be carried southward to the intersection with Main Street.)
- Crosswalks – A simplified intersection with Binney Street and Fulkerson Street is recommended, which will require reworking of two pedestrian crossings as shown



^ROGERS STREET PEDESTRIAN IMPROVEMENTS

### ROGERS STREET PARK

- Portions of Rogers Street, between Second and Third Street, should be “tabled” where vehicular passage must yield to park users walking or wheeling at any location along its length. Street pavement in these tabled areas is to run flush from curb to curb to allow continuous level, accessible crossing. Vehicle speed along this segment of Rogers Street must be limited to human walking speed (roughly 5 mph) even at times pedestrians are not in sight. Tables are encouraged to link Rogers Street Park to the housing and Winter Gardens within the Alexandria development.
- Crosswalks – Freedom and priority of pedestrian movement is appropriate at all intersections adjacent to the park. The installation of five additional pedestrian crosswalks with clearly markings is required on Second and Third Streets.



^THREE POINTS PEDESTRIAN IMPROVEMENTS



^POINT PLAZA PEDESTRIAN IMPROVEMENTS

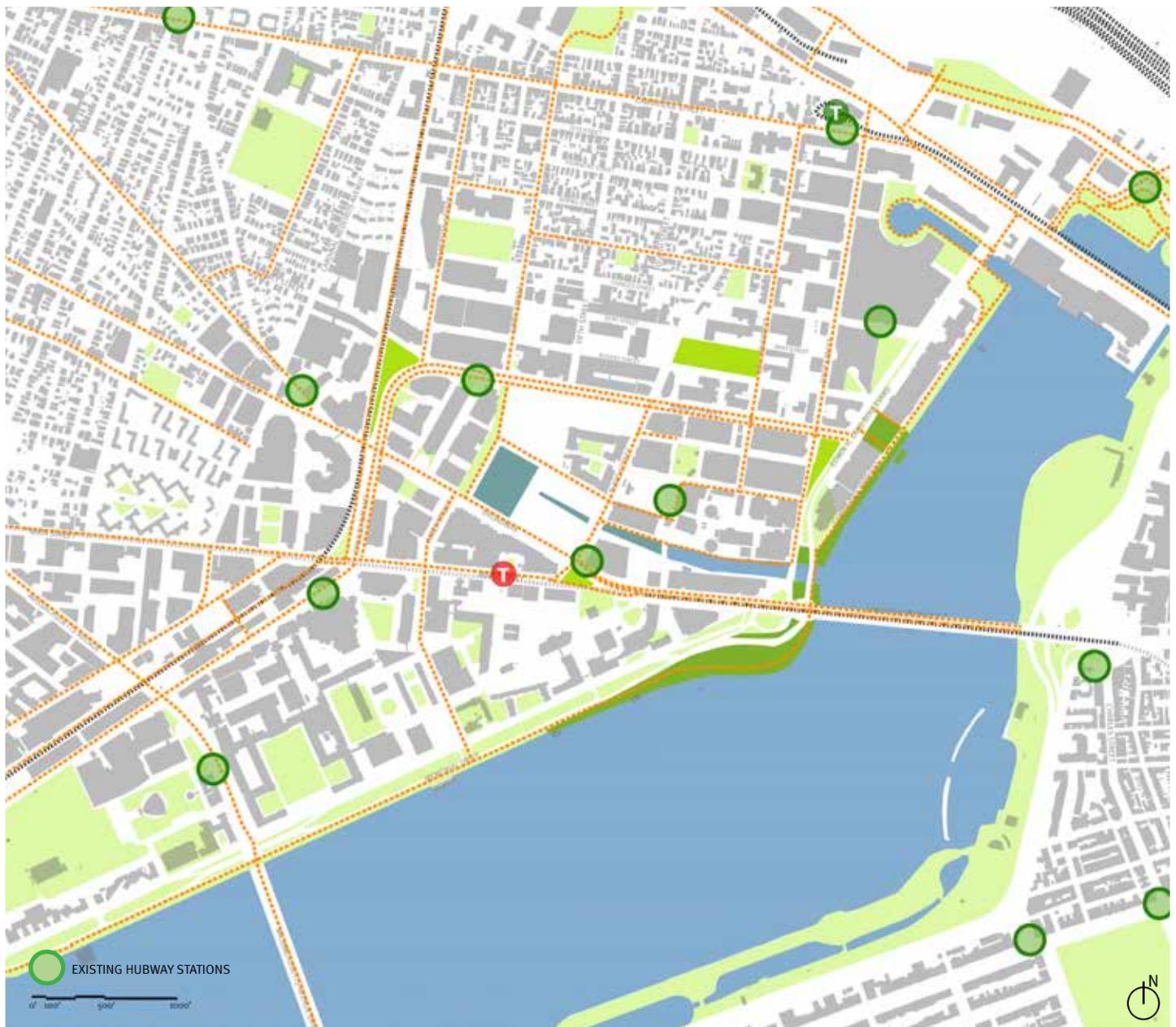
### THREE POINTS PARK

- Roadway – The Framework Plan calls for the realignment of Binney Street from First Street to Edwin H. Land Boulevard. This change will create a “T” intersection at Binney Street and Land Boulevard and create an intermediate “stepping stone” parcel to assist in uniting Front Park with Three Points Park.
- Woonerf – In an effort to create a strong relationship between the proposed Alexandria project and Three Points Park, First Street between Binney Street and Land Boulevard should be rebuilt as a woonerf or narrowed to one lane of traffic moving south.
- Crosswalks – A new crosswalk should be installed on the southern end of the intersection of Binney Street and Land Boulevard.

### POINT PLAZA

- Roadway – The site design anticipates the completion of the current construction, including the Third Street connector.
- Woonerfs – To enlarge the sense of public space and slow vehicular traffic around this small island-like parcel, the design team strongly recommends that Main Street between Point Park and MIT be pedestrianized. This woonerf will encourage free pedestrian movement and better activate the park and the proposed commercial edge along the south side of Main Street.
- Crosswalks – An additional pedestrian crosswalk is recommended at the eastern end of Point Plaza. This may be accomplished by the hawk signal currently planned by City Transportation department.

# BICYCLE CIRCULATION



^BICYCLE NETWORK WITH EXISTING HUBWAY LOCATIONS



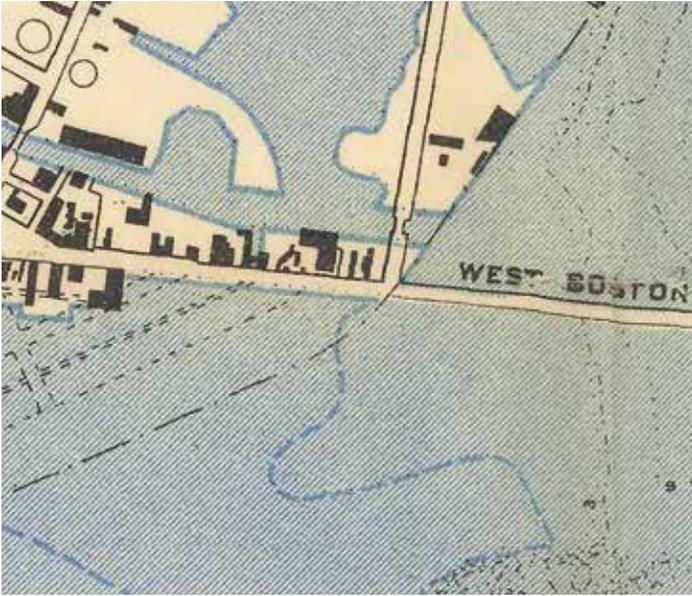
^MBTA TRAIN

^BICYCLE NETWORK | www.cambridgema.gov/

With more attention being paid to health and well-being, as well as to climate change, cycling has become the preferred mode of transportation for all generations. The increasing popularity of the Boston-based Hubway bike-share system suggests that more and more people are looking to bicycles as an alternative to more traditional transportation. Walking through Kendall Square, it is common to come across empty Hubway stations and bike racks filled to capacity.

In emphasizing increased connectivity, the Framework Plan follows the Cambridge Bicycle Network Plan and encourages the expansion of the network wherever feasible. Bicycle parking will be provided within all of the parks and other key spaces. Other suggestions include:

- **Make additional connections to the proposed Grand Junction Trail where possible, with a particular emphasis in increasing connectivity between the East Cambridge and Wellington-Harrington neighborhoods and their schools.**
- **Make clear connections and crossings between the expanded Charles River Park Esplanade and the Museum of Science to connect North Point to the River.**
- **Integrate shared paths into the proposed dendritic system where spatial constraints will allow. Add bicycle parking areas where it will not.**
- **Provide a bicycle lane on the westernmost edge of the Volpe site, parallel to the pedestrian walkway and its allée of trees. Use the trees as a natural separation between pedestrian and fast-moving cyclists.**
- **Consider adding another Hubway station at Three Points Park or elsewhere along Binney Street to respond to increased development along that corridor.**



^Metropolitan Park Commission, and The State Board of Health. "Plan of the Charles River." Boston: Heliotype Printing, April 1894



^Shurcliff, A. & Special Commission on The Charles River Basin. "Lower Charles River Basin: Proposed Future Development." Boston: Walker Lith. & Pub Co., November 1928.

# MEMORIAL DRIVE

## A CRITICAL SITE

As explained earlier in this document, Cambridge’s river shoreline has been in a constant state of evolution since the first human settlement. There are few sections of the Charles River frontage where the human manipulation is so pronounced as at the river bend where this Framework Plan proposes the creation of “Charles River Park.”

Today, the site is located at the crux of many regional transportation systems, and it has been for hundreds of years. In about 1,500 feet of shoreline, one of Metropolitan Boston’s busiest vehicular bridges crosses and interchanges with one of the city’s most critical parkways. This same stretch of riverfront also includes the mouth of the now-recreational Broad Canal and is, most notably, one of the iconic river bends rounded by the kayaks, rowboats, sailboats, and small motorized boats that travel the Charles River. Squeezed into the margins of both of these intersecting routes, local and regional paths carry bicyclists, pedestrians, and rollerbladers. On the outside edge of Memorial Drive, the sidewalk doubles as a section of the popular 14-mile “Paul Dudley White Charles River Bike Path” that connects Boston, Charlestown, and Cambridge to all points upstream. For those thinking on a greater scale, the same segment serves as one of the officially recognized piece of the 2,900-mile “East Coast Greenway” that connects the state of Maine to Florida [<http://www.greenway.org/explore/designated-trail-list>]. Shurcliff, Eliot & the Olmsted Firm



^Google Earth Image. "Broad Canal Inlet." 42°21'43.66"N 71°04'46.77"W. Cambridge, MA. July 2015.



^Charles River Park Proposal, Connect Kendall

Beginning around the 1890's, multiple proposals for the Charles River Basin were produced by the landscape architecture office founded by Frederick Law Olmsted. Later, more developed and specific plans were drawn by Charles Eliot and Arthur Shurcliff, two landscape architects who themselves came out of the Olmsted office. The earliest plans placed focus on the more famous segments of the Charles River parklands such as Charlesbank, Boston's Esplanade, and Charlesgate, but at the edges of these plans, lines of proposed trees suggest the "Charles River Park" site as being part of a contiguous system of riverfront parkland. In the decades that followed, iterative plans for various park sites around the Charles River Basin became more detailed and developed, and many were even implemented.

It was not until 1928 that a fully-fledged plan (shown) had emerged for the site where Longfellow Bridge lands on the river's bend in Cambridge. Arthur Shurcliff, who had worked on landscape architecture projects "on both sides of the river" for the three decades since he first entered the Olmsted office as an apprentice, drew up an inspiring -- and aspirational -- plan showing the river bend site built out with generous, verdant banks [Karl Haglund, *Inventing the Charles River*, p188]. Pedestrian walks and roadways gently curved through park vegetation and underpassed the spans of the Longfellow Bridge.



^ Memorial Drive viaduct (Eric Hill/Pearbiter Photography)

## THE SITE TODAY

Around the same time Arthur Shurcliff was designing these “park”-ways, he also penned a warning. Shurcliff wrote that in the “epoch of the revolution of vehicular transportation” he was working, there was a “powerful temptation to overdevelop the parkways ‘as a matter of immediate relief and instant economy’” [Karl Haglund, *Inventing the Charles River*, p224]. Unfortunately, Shurcliff’s 1928 vision shown was never truly implemented. A visitor to this site today will see that, on the contrary, it was his prophetic warning that was fulfilled. In the name of “instant economy,” the “ways” were built but the “park” was not. This section of Memorial Drive, also known as Route 3, carries east- and west-bound traffic over the river and under the Longfellow Bridge on two elevated roadways totaling about 65 feet in width. Instead of a park, there is simply a void; the surface of the Charles River is several feet below and inaccessible. The bicyclists and pedestrians are pressed against the roadway and forced to share less than 10 feet of sidewalk.

## “CHARLES RIVER PARK”

The vision for “Charles River Park” (shown) is to detangle the tight knot of cars, trucks, bikes, and boats and, most importantly, to reinvent this site as a place for people. What is now 1,500 linear feet of thoroughfare should become almost 10 acres of new parkland that balances the priorities of circulation, environment, and sense of place.

- **Vehicular Circulation – Without deleting traffic lanes or access ramps, the realignments proposed (shown in red) could feasibly consolidate automobile traffic through the site. Some structures (shown in black) could be explored for reuse or adaptation.**
- **Alternative Transportation – Charles River Park emphasizes safe and comfortable bicycle and pedestrian routes. Pedestrians and cyclists might pass over two lanes of Memorial Drive on a dedicated overpass, and may cross beneath First Street and Land Boulevard bridges on a sunken bridge. These moves connect Kendall Square to Newton and Charlestown as well as to farther reaches, like the state of Florida.**
- **Environment – Charles River Park would be a public park that functions as a balanced ecosystem. By adding land as shown, the plan allows a more naturalized riparian habitat and provides a much needed buffer across which stormwater runoff and pollutants from Memorial Drive can filter before reaching the river. From the long term perspective of climate change and sea-level rise, there are certain benefits to this naturalized, “soft” river edge.**
- **Sense of Place – By building out the park as recommended, last century’s aspirations for parkland on this site would be fulfilled. Not only would Shurcliff’s 1928 vision be implemented, but Cambridge would have a new and iconic public open space. Charles River Park could be thought of as a picturesque welcome mat for those entering Cambridge by bicycle, MBTA train, or car from Boston, and the extended park edge would celebrate the Charles River. The sunken bridge allows safe and accessible passage from the regional White Charles River Bike Path to the existing Broad Canal Walk, and in doing so, stitches the Charles River to the heart of Kendall Square along the dendritic trunk.**



^ CHARLES RIVER PARK







# 5 CONNECTING THROUGH INFRASTRUCTURE



^ DENDRITIC DRAINAGE PATTERN, YEMEN | <http://www.solarviews.com/cap/earth/yemen.htm>

Creating a cohesive and interconnected open space framework also means addressing the neighborhood's infrastructure to meet the challenges of developing within the context of global climate change. With increasing urgency and intensity, cities world-wide are taking measures to employ green infrastructure to ease the pressure off overburdened and/or outdated systems. Within this context, Connect Kendall means not only physical and social connections, but sustainable ones as well. The framework seeks to link stormwater infrastructure within parcels and streets in functional and expressive ways to help **affirm Kendall Square's identity as a true EcoDistrict.**

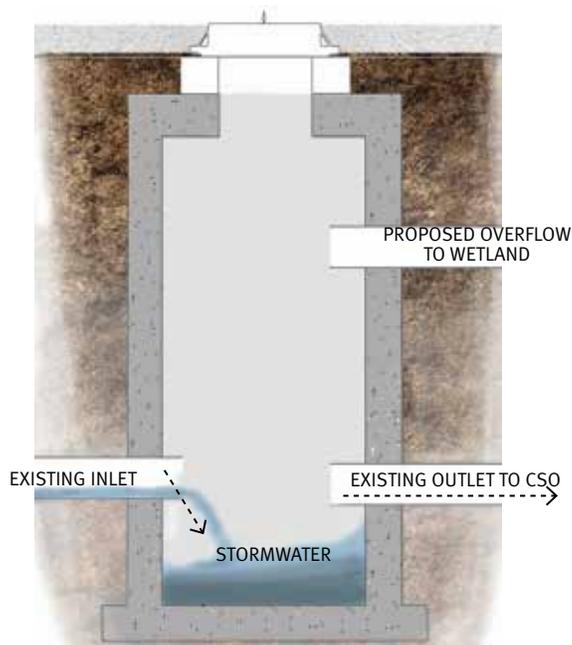
# WATERSHED



^ WATERSHED DIAGRAM

At present, rain falling on the local watershed for Kendall Square follows two distinct paths: moving either into the combined sewer system for treatment at the Deer Island facility, or into the separated stormwater system into the Charles River. In addressing ways to connect the spaces of Kendall Square, the framework relies on the concept of water as a catalyst for change. In the case of Kendall's infrastructure, here the focus is on capturing, collecting, and re-using rain water in functional but also expressive ways. What is currently hidden within pipes underground can become a feature of a more ecologically-based landscape, where parks and plazas are designed with porous surfaces, and urban sites may transform into wetland habitat.

As a basis for the design, the Framework Plan draws upon historical natural water movement in the area and interprets it in multiple layers:



STORMWATER ON THE STREET

#### COMBINED SEWER WATERSHED

Wherever possible, open spaces within or adjacent to the combined sewer section of the study area -- such as Grand Junction Portal, Rogers Street Park and Three Points -- would promote opportunities for infiltration/storage and treatment of stormwater such that the overall volume of stormwater leaving the neighborhood and entering the combined system would be significantly reduced. This improvement in the combined watershed system may be accomplished by designing overflows for target storm events to allow stormwater runoff to be treated or stored outside of overflowing to the Charles River or to Deer Island.

#### BROAD CANAL DRAINAGE-WATERSHED

A combination of strategies are being proposed for the separated drainage watershed that outflows into the Broad Canal. Starting at Grand Junction Portal, treatment systems are proposed along Broadway. Stormwater runoff will be collected from streets, sidewalks, and any other tributary areas and directed to small bio-retention areas within the public right-of-way for treatment. Additionally, any stormwater surcharge above a base flow from the existing infrastructure along Broadway will be directed to a stormwater management bio-retention Broad Wetland proposed at the intersection of Broadway and Loughrey walkway.

#### LECHMERE CANAL DRAINAGE WATERSHED

Bio-retention areas are also proposed along Charles Street and First Street to capture and treat stormwater runoff from the streets, sidewalks and other tributary surfaces before it is conveyed into the separated pipe network connected to the outfall into the Lechmere Canal. These retrofits would not only help reduce the amount of polluted runoff flowing into the canal and improve the overall capacity and function of the existing infrastructure, but also improve the quality of the streetscape along the two corridors.

#### SEPARATED DRAINAGE-WATERSHEDS SOUTH OF MAIN STREET

Although owned by MIT, it is recommended that each drainage-watershed tied to outfall locations along Memorial Drive be individually retrofitted with a variety of strategies - ranging from treatment swales to bio-retention areas to other potential Low Impact Development (LID) techniques deemed suitable for the individual sites, most of which are in the MIT Campus. Opportunities for end-of-pipe treatment (potentially structural due to site limitations) should also be explored along the underutilized medians along Memorial Drive.

# WETLAND

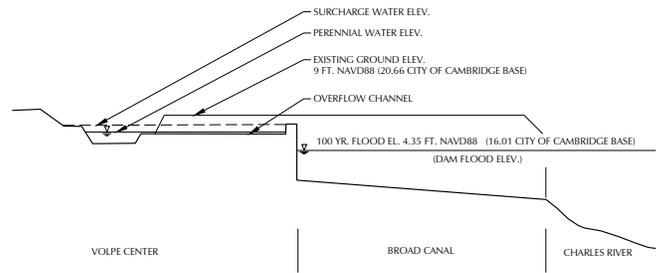


BROAD WETLAND - TYPICAL CONDITION

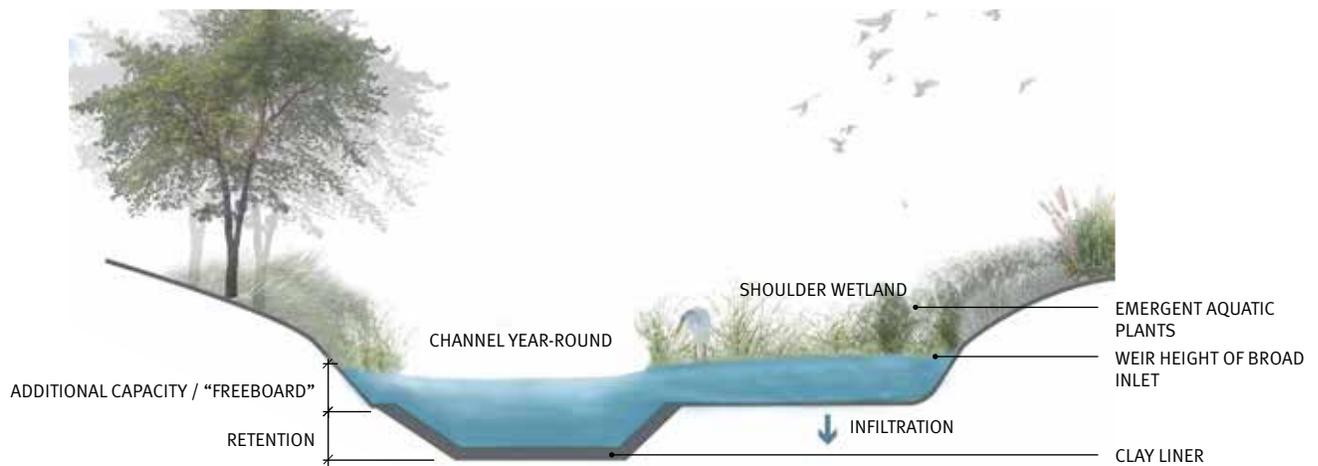
## VOLPE CENTER STRATEGY

The proposed future redevelopment of the Volpe Center suggests an opportunity to rethink the current open-space configuration, and to layer onto the site green infrastructure strategies that, much like the Genzyme project has demonstrated, could become icons for the Eco-District.

The Framework Plan envisions a stormwater management park located at the terminus of the extended Broad Canal, which incorporates a variety of LID strategies as part of the landscape design of the site. A linear water channel ties the park to the extension of the Canal, and in addition to providing a significant visual and physical link for access alongside, connects the two systems hydrologically.



^PROPOSED SCHEMATIC BROAD CHANNEL PROFILE (SAMIOTES CONSULTANTS)



BROAD WETLAND - INUNDATION CONDITION

The Volpe Center redevelopment roof leaders should be directed to underground storage cisterns and re-used for irrigation or other non-potable water uses; the stormwater strategy for paved and landscaped areas within the new development should direct runoff to Broad Wetland. To balance year-round habitat for wetland plant and animal species with the handling of large stormwater volumes during significant storm events, Broad Wetland is designed with two-stages. With a clay liner, the lowest stage would maintain a permanently flooded retention channel. At a higher elevation the unlined second stage of the constructed wetland could temporarily detain significantly higher volumes of stormwater promoting infiltration.

Broad Wetland, the proposed stormwater management park at the Volpe Center, is designed to not only manage stormwater from the redevelopment site but also provide additional capacity and treat overflow from the separated flows above the low flow/baseline in existing pipes along neighborhood streets like Broadway, Ames, Loughrey Walkway/6th Street, etc. The park is thus conceptualized as an opportunity to treat both on- and off-site run off and improve water quality in the Broad Canal (and the Charles River beyond) while providing an adaptive landscape that promotes discovery in an outdoor living laboratory and provide educational value in real time.



STREETScape: FAYETTEVILLE, ARKANSAS



PERMEABLE PAVERS



NELSON BYRD WOLTZ: ST. LOUIS, MISSOURI



THIRD STREET SE, WASHINGTON DC (GOOGLE MAPS)

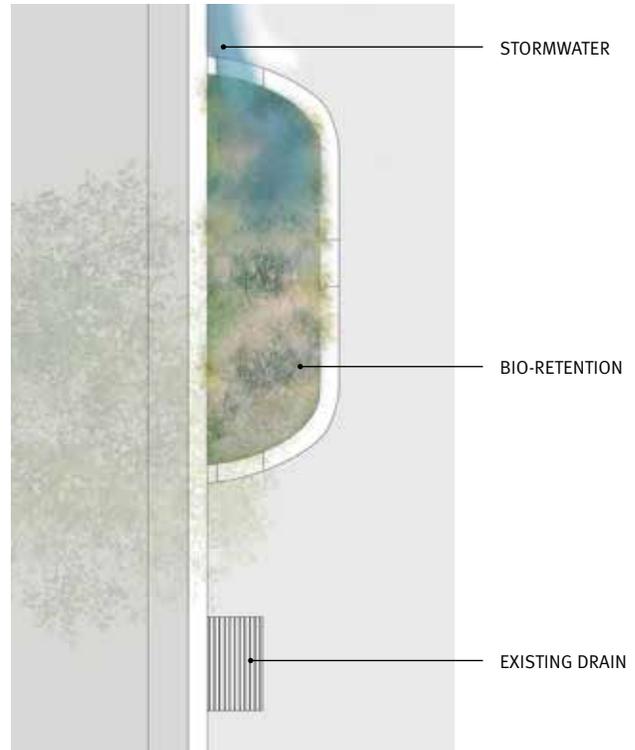


PORTLAND GREEN STREETS

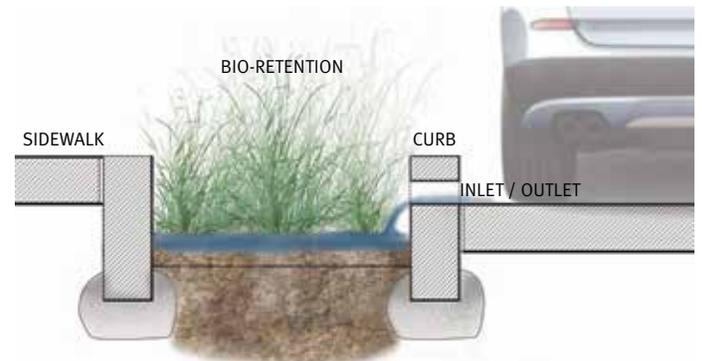
^ PRECEDENT IMAGES

# STREETS

1. Use existing stormwater infrastructure in the separated (or dedicated drainage-only) systems strategically for opportunities for incorporating treatment, additional storage/overflow capacity, and retention or detention practices based on current conditions.
2. Volpe Center redevelopment roof leaders should be directed to underground storage cisterns, with the stormwater strategy for paved and landscaped areas within the new development directing runoff to Broad Wetland.
3. Stormwater on the street plan, section 1, and section 2 drawings visualize proposed retrofits on existing stormwater infrastructure which will help reduce the amount of polluted runoff flowing into the canal and improve the overall capacity and function of the current system. Furthermore, this strategy will improve the quality of the streetscape along street corridors.
4. Any stormwater surcharge above a base flow from the existing infrastructure along Broadway will be directed to a stormwater management bio-retention wetland garden proposed at the intersection of Broadway and Loughrey walkway.

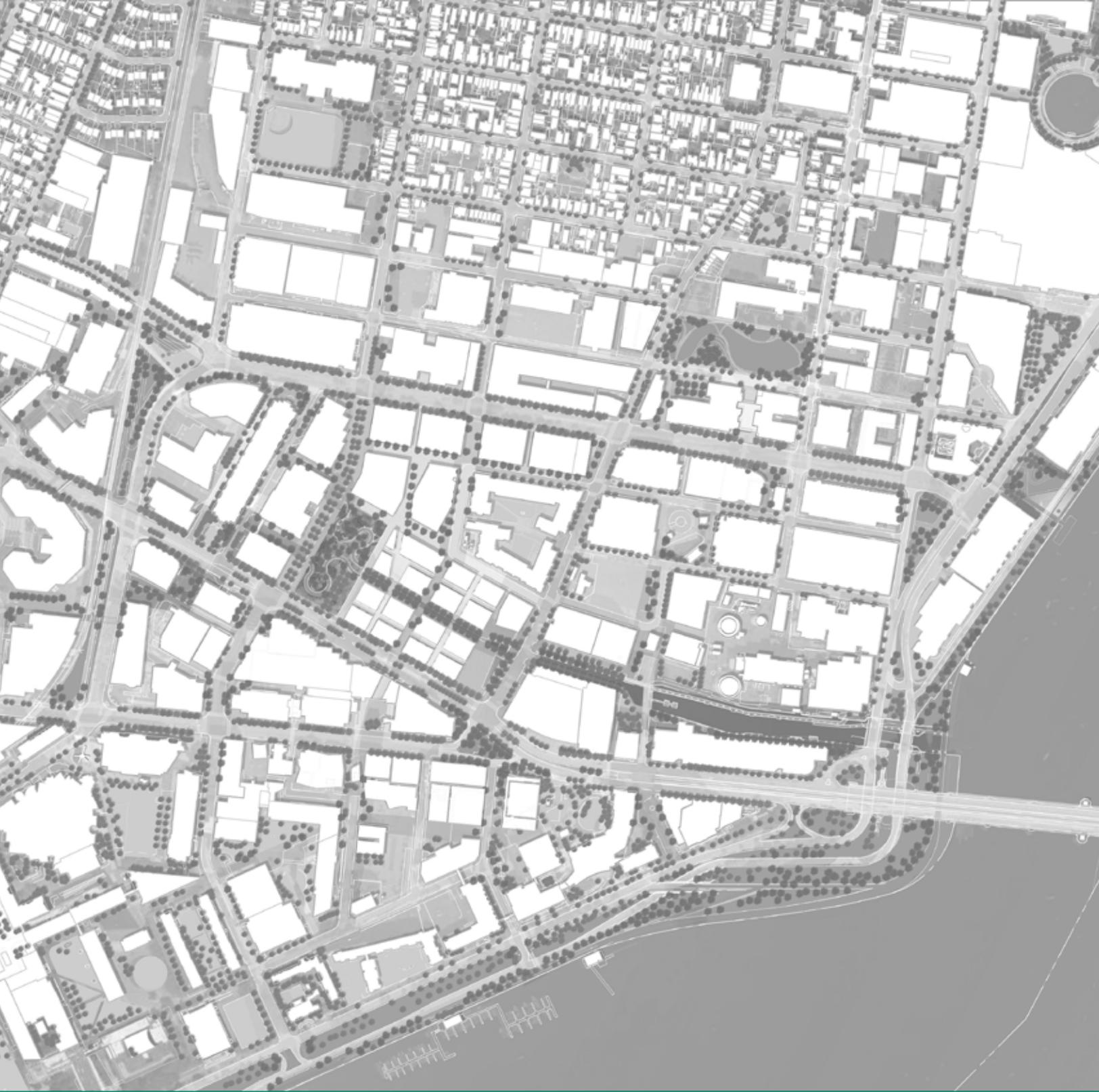


STORMWATER ON THE STREET: SECTION 1



STORMWATER ON THE STREET: SECTION 2





## 6 CONNECTING THROUGH PARKS



^ QT LUONG TERRAGALLERIA.COM DENDRITIC PATTERN OF TREE BRANCHES AGAINST RED CLIFFS, ZION NATIONAL PARK, UTAH USA

**Four park spaces**, nearly five acres in total, were identified through the competition planning process as key components of the open space framework plan. Considered solely as individual spaces, each one faces its own challenges in circulation and in creating a sense of place. Considering each as part of the larger framework allows for a more holistic approach and suggests opportunities for establishing a stronger identity and character for Kendall Square. The recommendations within this section outline basic conceptual principles for each space, principles that are intended to inform future designs for the parks.



^ THREE POINTS PARK DAYTIME



^ THREE POINTS PARK ACTIVE AT NIGHT

## THREE POINTS PARK

This park is a sequence of three open spaces that connect the Binney Street corridor to the Charles River and help **realign this district with the natural, infrastructural and recreational resources of the Charles River Basin**, which is a principal goal of Connect Kendall Square plan. These three parks create a walk to and from the Charles River that is a stage for the quotidian aspects of daily life and the special gatherings of the seasonal round of events in Cambridge.



PARK ENTRY POINTS



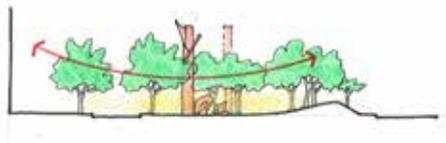
IMPORTANT CONNECTIONS



SUGGESTED PARK PROGRAMS



SUSTAINABLE FEATURES



CHARACTER

# THREE POINTS PARK

Three Points Park (“Triangle Park”) sits at the eastern edge of the Kendall Square study area, and is bounded by Edwin H. Land Boulevard, Binney Street, and First Street. Currently the site reads as a sort of traffic island and temporary construction yard for the new developments across the street. Front Park, an existing public park between Land Boulevard and the Charles River, is in close proximity but due to a challenging pedestrian crossing, feels disconnected from Triangle Park. The principles for Three Points Park serve to establish stronger pedestrian and visual connections between Front Park and Triangle and to link the spaces into a more cohesive whole. Given its proximity to the fast moving traffic of Land Boulevard, the Park is envisioned primarily as a place for teens and adults.

## IMPORTANT CONNECTIONS

- The redesign of the Binney Street, Edwin H Land Boulevard as a 90-degree intersection creates a triangular stepping stone park on the north side of Binney Street linking the park parcel to the south of Binney with Front Park located on the east side of the Boulevard.
- A proposed one-way section of First Street south of Binney Street. This reduces vehicular traffic on this road and allows greater pedestrian movement to and from the restaurants and cafes located in the adjacent buildings and the park.
- Topographic mounding and planting to buffer the inland park from the steady traffic and noise on Edwin H Land Boulevard.
- Connect the renovated Front Park to the Charles River.

## SUGGESTED PARK PROGRAMS

- An outdoor sculpture gallery where the art works and their placement orient and guide visitors through the three spaces. They form directional beacons guiding circulation through the three parks and also provide interactive play opportunities with the works.
- A plaza and lawn providing flexible spaces for relaxation and play.
- Outdoor seating area to take advantage of the adjacent restaurant in the new building and also Le Cordon Bleu College of Culinary Arts on First Street.
- Parking for food trucks is encouraged along First Street.
- Summer outdoor cinema on the lawn, with views of Boston’s Back Bay in the background.
- Front Park equipped with a floating deck platform in the Charles River, for sunbathing, boat landing and canoe launch. The platform is intended to provide the public with closer access to the Charles.

## SUSTAINABLE FEATURES

- Porous paving.
- Water retention profile of lawn to retain rainwater in the root zone and minimize summer irrigation.
- Rainwater re-charge garden to manage the infiltration of rainwater recharge.

## CHARACTER

- An environment of three parks linked by undulating topography, an art program and sculptural beacons that punctuate the passage from land to water and water to land.
- Protective mounds and plantings embrace the spaces of the inland park and ameliorate the traffic disturbance on Edwin Land Boulevard.
- The intersection of Binney Street and Edwin H Land Boulevard is a gateway. It is an open portal eastward to the river and westward to the Binney Street corridor.
- Front Park is a window to the Charles River. A river edge and water sheet transformed into an active recreational environment.



^ THREE POINTS PARK PLAN



Reconfigured lawn area with new paths

“Stepping stone” corner

Iconic beacon elements to visually link parks together

Overlook / Sunbathing Platform  
Kayak dock

Landforms to provide buffering from Land Boulevard

Potential area for infiltration





^ A VIEW FROM THE RECONFIGURED FRONT PARK, LOOKING TOWARDS A PROPOSED SUN DECK ON THE CHARLES RIVER





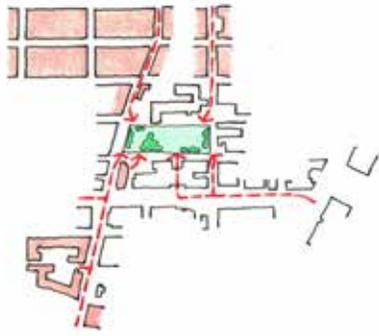
^ ROGERS STREET PARK PLAY STRUCTURES



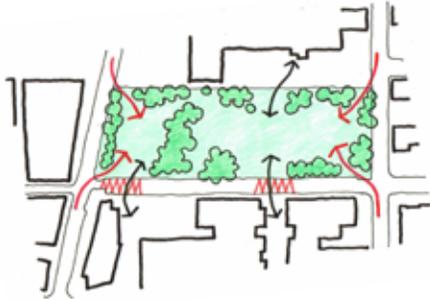
^ ROGERS STREET PARK PLAY STRUCTURES

## ROGERS STREET PARK

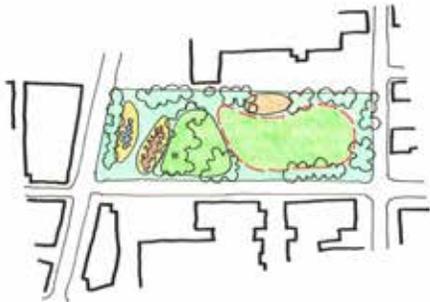
Rogers Street Park is a landscape set apart from the commercial life of Kendall Square, but it is also a gathering place that is integral with and accessible from its surrounding residential neighborhoods and business constituencies. It is a landscape that is shaped as an accommodating stage for the daily recreational life of the communities it serves and **a gathering place where diverse groups can celebrate the yearly round of seasonal events** and the unique happenings unfolding in the district of the City of Cambridge.



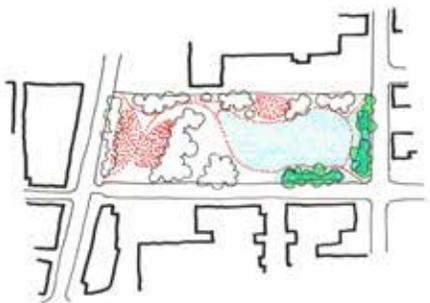
POINTS OF ENTRY



IMPORTANT CONNECTIONS



SUGGESTED PARK PROGRAMS



SUSTAINABLE FEATURES



CHARACTER

# ROGERS STREET PARK

A park newly formed and opened in the summer of 2013, Rogers Street Park exists as a 2 acre plane of lawn. As an open field within a relatively dense neighborhood, the Park currently attracts local residents, dog-walkers, musicians, nearby office workers, and children, all presumably drawn to the green, open, and flexible space there now. In conceiving of how this existing park might evolve, the proposed design principles stated below rely on maintaining a large proportion of flexible open green space as well as multiple points of entry. A play area and dog run are envisioned as programmatic elements intended to bring people together in ad-hoc meeting spaces, at all times of day and throughout the year.

## IMPORTANT CONNECTIONS

- Provide open, inviting corner entrances.
- Create a strong opening and visual connection across Rogers Street to link the residents of the housing to the south with the playgrounds in the park.
- A raised table across Rogers Street at mid-block to connect to the Winter Garden, the proposed café, and public toilets in the Winter Garden.
- Access to the park from the office building to the north.
- Provide entries from the north to invite residents of the East Cambridge neighborhoods access from Second and Third Streets.

## SUGGESTED PARK PROGRAMS

- A water play and adventure playground, employing principles of natural play.
- A winter sledding hill and summer playfield.
- A flexible open field accommodating a range of sports and community activities.
- A bike, roller blade, and skate board loop around the perimeter of the open field.
- A tricycle loop as a safe place for residents to teach their children how to ride bicycles.
- A fenced dog park with small and large dog facilities with an open shelter for dog owners to informally meet while their dogs play.

## SUSTAINABLE FEATURES

- Porous paving.
- Water retention profile of lawn to retain rainwater in the root zone and minimize summer irrigation.
- Rainwater infiltration gardens.

## CHARACTER

- An environment of distinct but linked landscape green out-door rooms shaped by canopy trees accented with groves of flowering understory trees.
- An undulating topography that shapes an inward looking park space. This sense of partial seclusion is enhanced with perimeter trees that mediate the presence of the surrounding buildings and streets and spatially define the park but do not create a separation between the interior of the park and its surroundings.



^ ROGERS STREET PARK PLAN



Fenced dog park area

Tricycle and scooter loop

Open field intended to provide flexible recreation space and an area for local gatherings

Sledding and play hill

Landforms with deciduous trees to soften park edges and provide screening where needed

Speed table to connect to the Park to the Winter Garden, its cafe, and public facilities



^ SLEDDING HILL AT ROGERS STREET PARK





^ GRAND JUNCTION PORTAL



^ GRAND JUNCTION PORTAL

## GRAND JUNCTION PORTAL

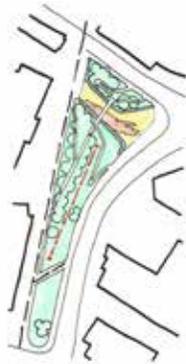
Grand Junction Portal is a crossroads, a gateway and a destination created by a geologically inspired “ridge and valley” landform set within the level topographic plane of the Kendall Square district of Cambridge. With key adjacencies to the Grand Junction shared use trail as well as to the vibrant commercial development of One Kendall Square, this park can become **an important entry point into the heart of the Square.**



KEY ENTRY POINTS



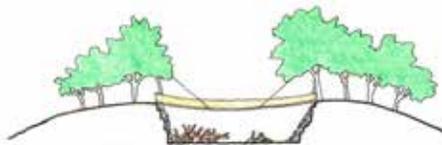
IMPORTANT CONNECTIONS



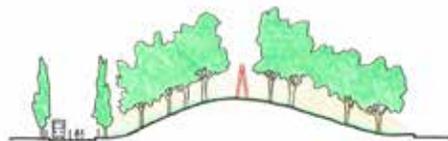
SUGGESTED PARK PROGRAMS



SUSTAINABLE FEATURES



CHARACTER



# GRAND JUNCTION PORTAL

Grand Junction Portal Is one of two existing open spaces between the Grand Junction rail line and Galileo Galilei. These spaces currently feel cut off from much of the neighborhood, largely in part due to the four lanes of traffic and median that pose challenges to pedestrian connectivity as well as the fence lines associated with the train tracks. With the proposed shared Grand Junction trail, the parks will soon tie into a larger pedestrian and cycling network. Additionally, as a means to slow traffic, shorten pedestrian crossings, and gain space for the parks, the Framework Plan calls for the narrowing down of Galileo Galilei and for the removal of the medians in order to gain that land for the open space. Planned improvements by the Cambridge Redevelopment Authority for the open space south of Broadway are already in the works and should be integrated into future designs for Grand Junction Portal as well.

## IMPORTANT CONNECTIONS

- The crossing of the east west Binney Street Corridor and the north south Grand Junction Community Path is located at the heart of this park in the “play valley”. This recreational feature is a gateway and a pedestrian route that unites the existing restaurant, and entertainment venues of One Kendall, found on the west side of the Grand Junction corridor with the rapidly developing commercial and residential life of Kendall Square to the east.
- The One Kendall Square development to the west of the park is a hub of restaurant and commercial activity within the neighborhood. Connecting to this development is strongly encouraged.
- A bicycle lane portal located near the southern boundary of the park connects the Grand Junction regional bicycle route with the existing bicycle lanes on Galileo Galilei Way and Binney Street.

## SUGGESTED PARK PROGRAMS

- A “play valley” equipped with a scatter of light movable timbers laid over tree stumps and fallen tree logs that afford the making of improvised play environments for children.
- The valley is shaped by rock climbing walls hung in places with climbing nets.
- A rope bridge spans the valley and is accessible by climbing the valley walls and by sloped ADA accessible paths.
- A zip line descends down the north south ridge of the park, intended for people of all ages.
- Hitching posts for hammocks and tightropes are scattered within the tree grove plantings of the park.

## SUSTAINABLE FEATURES

- Porous paving in the play valley and all park paths.
- All park water runoff is conducted by surface swale and pipes to a rainwater retention and recharge garden located at the southern end of the park.

## CHARACTER

- From the exterior the park is experienced as a tree-covered ridge rising from the surrounding level ground and cut through by a sheer walled valley.
- The rough rock walled play valley, its floor strewn with stumps and fallen logs that support ephemeral constructions of light timbers and spanned by the tendrils of a gently swaying rope bridge evokes a fluvial feature eroded out of the surficial geology by an onrush of water flowing eastward to the Charles River.
- The climbable rock walls of the valley are crowned by the light canopies of overhanging trees that enhance the vertical enclosure of the valley and scatter transitory shafts of sunlight and dappled shade on the play surface below.
- The tree covered topography of the park slopes away from the valley edges to the north and south. These tree groves are home to the multi-use posts and other informal recreational uses. A clearing in the trees follows the gentle southward slope of the ridgeline. This glade accommodates the zip line.



^ GRAND JUNCTION PORTAL PLAN



Park connection to Grand Junction Trail and One Kendall Square

Landforms with universally accessible paths

Bridge element - ADA compliant

Entry plaza with play timbers and climbing walls

Reconfigured Galileo Galilei Way

Landforms to structure the space and provide a sense of scale to the park against the neighboring larger buildings

Zip-line

Potential area for infiltration

Park connection to Grand Junction Trail and Broadway entry plaza



^ ZIP LINE AT GRAND JUNCTION PORTAL





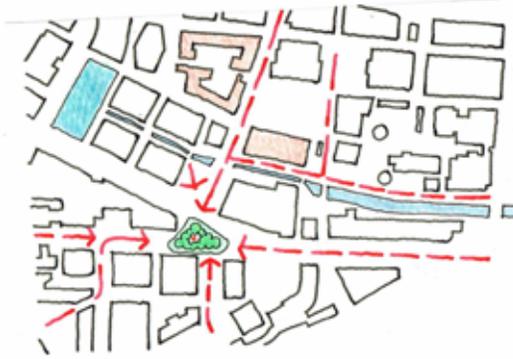
^POINT PLAZA NIGHT TIME SWINGING BENCHES



^POINT PLAZA DAY TIME OCCUPATION

## POINT PLAZA

Point Park is an iconic gateway landscape located at the eastern entry to Cambridge from Boston. Upon crossing the Charles River Basin on the Longfellow Bridge the western view along Broadway is of an open grove of trees, scaled to arrest the eye, harboring a dynamic wind vane that rises above the tree branches and whose motions count the changing weather and seasons. Within the grove, set among the trunks, are a contemporary family of swing benches accommodating individuals, couples and small groups. This place is **a live/work/relaxation out-door room for the 21st Century city** and the life styles of its participants – workers, researchers, students, residents and visitors.



KEY ENTRY POINTS



IMPORTANT CONNECTIONS



SUGGESTED PARK PROGRAMS



SUSTAINABLE FEATURES



CHARACTER

# POINT PLAZA

The location and design of Point Park make it the principal place for residents, workers, students and visitors to orient themselves to the surrounding geography and life of the Kendall Square District. In its present form it acts as a popular meeting point for many people within the district. With the planned MIT East Campus expansion and the street improvements along Main already underway, Point Plaza can also act as a critical piece for setting the character and tone for Kendall Square. With this in mind, the space should be iconic and inviting at once. There should be a strong balance struck between fixed elements, such as seating, and flexible space so that this meeting place might also become a place for performance artists and other public art happenings.

## IMPORTANT CONNECTIONS

The key connections that have been identified are:

- The pedestrian movement between the MBTA's Red Line Kendall T Station on Main Street and the commercial corridor of Third Street. This connection also links Point Park to the activities occurring on Broad Square, located off Third Street.
- Accommodating the dedicated vehicular route from Third Street to Main Street into the pedestrian character of Point Park.
- A woonerf connecting the plaza to the commercial ground floor activity on the adjacent buildings along the south edge of Main Street. The articulation of the vehicular route can be accomplished with street tree plantings in raised curbs with pedestrian crossings between the plantings, thus avoiding a series of bollards.
- Strategic views of Main Street and the Longfellow Bridge both of and from the Plaza.

## SUGGESTED PARK PROGRAMS

- The Plaza is an outdoor living room that is occupied throughout the day and into the evening. It is a place to sit, relax, work or walk through on the way to office, laboratory, school, home or entertainment.
- Swing benches that can sit individuals, couples and small groups. The benches also function as integral lighting elements for the plaza.
- A wind vane sculpture that acts as a beacon for the plaza signaling its strategic location as an entry to Kendall Square. The wind vane rotation turns two facing carousel benches that encourage informal sociability or the spontaneous joy of a child.
- The plaza is Internet enabled to enhance its role as an outdoor room in a 21st century city.

## SUSTAINABLE FEATURES

- Porous paving and a below grade rainwater temporary storage and infiltration to achieve net zero run off from the plaza.
- Deciduous tree canopy is encouraged to provide shade and a sense of urban refuge.

## CHARACTER

A calm pedestrian environment set within the rush of traffic and activities of the surrounding Kendall Square formed by:

- A unified plane of unit paving supporting a light canopied grove of trees that grow out of the paving (with the exception of the raised curbed street trees defining the woonerf).
- A drift of seating elements distributed within tree grove with the naturalness of falling leaves but cognizant of the principal pedestrian routes through the plaza.
- The Wind Vane Sculpture as a sculptural icon that identifies Point Plaza within Kendall Square – “meet me at the Vane.”



^ POINT PLAZA PLAN



Broad Channel Weir

Broad Square:  
A sun-lit public open space for gatherings, performance, food truck festivals, farmers' markets, and pedestrians

Berm edge with seating and planting elements to provide buffering from traffic and minimize headlights from southbound traffic Third Street

Swing seats / seating elements

Potential area for infiltration

Woonerf / shared pedestrian and vehicular way to provide more connectivity to adjacent retail and MIT East Campus



^ WOONERF AT POINT PLAZA







## 7 CONNECTING THROUGH THE VOLPE SITE



^ VIEW OF THE BROAD CHANNEL FROM A NEARBY OFFICE



^ THE BROAD CHANNEL AND BROAD SQUARE

## THE VOLPE SITE

The Volpe site has become a central piece of the framework planning effort. At 14 acres, the site is centrally located and **a critical piece to providing greater connectivity** throughout the neighborhood. The redevelopment of the Volpe Center also may provide significant opportunities to create a sequence of new public realm open spaces; to enhance the larger identity of Kendall Square, and to implement stormwater treatment/management strategies at the heart of the study area. While it is understood that the future build out of the Volpe site will bring with it its own mix of users and residents, the site is seen as a critical piece in helping to unite the existing MIT, info/bio-tech, and residential communities. Providing a healthy mix of cafes, restaurants, and retail uses to frame the proposed open spaces will help activate the space and ensure their success.



KEY ENTRY POINTS



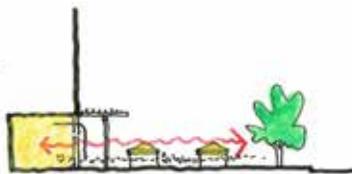
IMPORTANT CONNECTIONS



SUGGESTED PARK PROGRAMS



SUSTAINABLE FEATURES



CHARACTER

# VOLPE SITE

Critical to the future redevelopment of the Volpe site is making the site more porous to pedestrians and cyclists. While development constraints and economic pressures will dictate much of the shaping of the site, the public realm and the open spaces must be carefully considered.

## IMPORTANT CONNECTIONS

- The extension of Fifth Street into the site, either via a service road, or a purely pedestrianized and cyclist corridor allows increased circulation from the East Cambridge residential neighborhood into the Square.
- An entry point into the site directly across from the Marriott public corridor that creates a clear and direct path from the T station, through the Marriott, into the Volpe parcel.
- A proposed plaza - Broad Square - at the corner of Broadway and Third serves as a new potential gateway for Cambridge as well as to link it to and expand the reach of the Point Plaza.
- A strong water connection through the site connects the site to its history and to the Charles River.

## SUGGESTED PARK PROGRAMS

- The Broad Wetland - a large water feature envisioned as a natural and educational resource for the public that would also play a vital role in stormwater management for the site.
- The Broad Channel - a key connecting element within the development designed to function as an internal promenade within the development.
- The Broad Square - at the corner of Third and Broadway this is seen as an important public gathering space for the neighborhood. With ample space to accommodate food trucks, markets, and/or performances, this square is imagined as a programmable and activated space, with day and night-time uses.
- The Broad Marketplace - a core principle for Volpe is the idea of the Broad Market, an architectural proposal for a central gathering place and incubator for the exchange of ideas, goods, and services that might be housed within a larger commercial tower. With a notable lack of sufficient restaurants and grocery stores within Kendall Square, the Broad Market has the potential to provide places for smaller and local vendors to be housed under the larger “roof” of a commercial building, similar to the Chelsea Market in New York City or other urban markets.
- The addition to the east of the existing 6th Street pedestrian corridor of a bike lane will help to increase circulation between Ames and MIT up towards Cambridge Street. The existing historic allée of trees will help to provide separation between the pedestrians and cyclists and provide increased safety for both.

## SUSTAINABLE FEATURES

- The Broad Wetland and Channel will act as key pieces of stormwater infrastructure that together help manage the site’s hydrology, by addressing water quantity and water quality measures at the scale of the Volpe parcel.
- The Broad Wetland is intended to create habitat for birds, and small amphibians.
- Pervious and light colored pavements will be employed throughout the site to decrease imperviousness.
- Deciduous canopy trees to be used to help with passive cooling.

## CHARACTER

- The public realm spaces envisioned for the Volpe site act as a clear spatial sequence but may vary in material character. For instance, while the Broad Wetland may feature boardwalks and native plantings, the Broad Channel and Squares are seen as more hardscaped spaces to engender greater flexibility in circulation and in programming.
- A consistent iconic pedestrian light fixture (or family of fixtures) helps to link the spaces within the block and provide a greater sense of identity for the parcel as a whole.
- Varying the proportion of hardscape and softscape across the site, as well allowing for some material variation within the groundplane will help to break down the scale of the parcel and prevent an overly monolithic appearance.



^ FRAMEWORK PLAN



ROGERS STREET PARK

SKATING RINK +  
SKY BOWL

BROAD CANAL

MBTA REDLINE



Sixth Street Bicycle lane

Broad Wetland

Fifth Street connector: intended for providing service to proposed development as well as greater pedestrian and cyclist connectivity

Broad Channel

Broad Square: connected visually to Point Plaza, this is a public open space serving as an urban gateway into Cambridge; flexible programming is encouraged

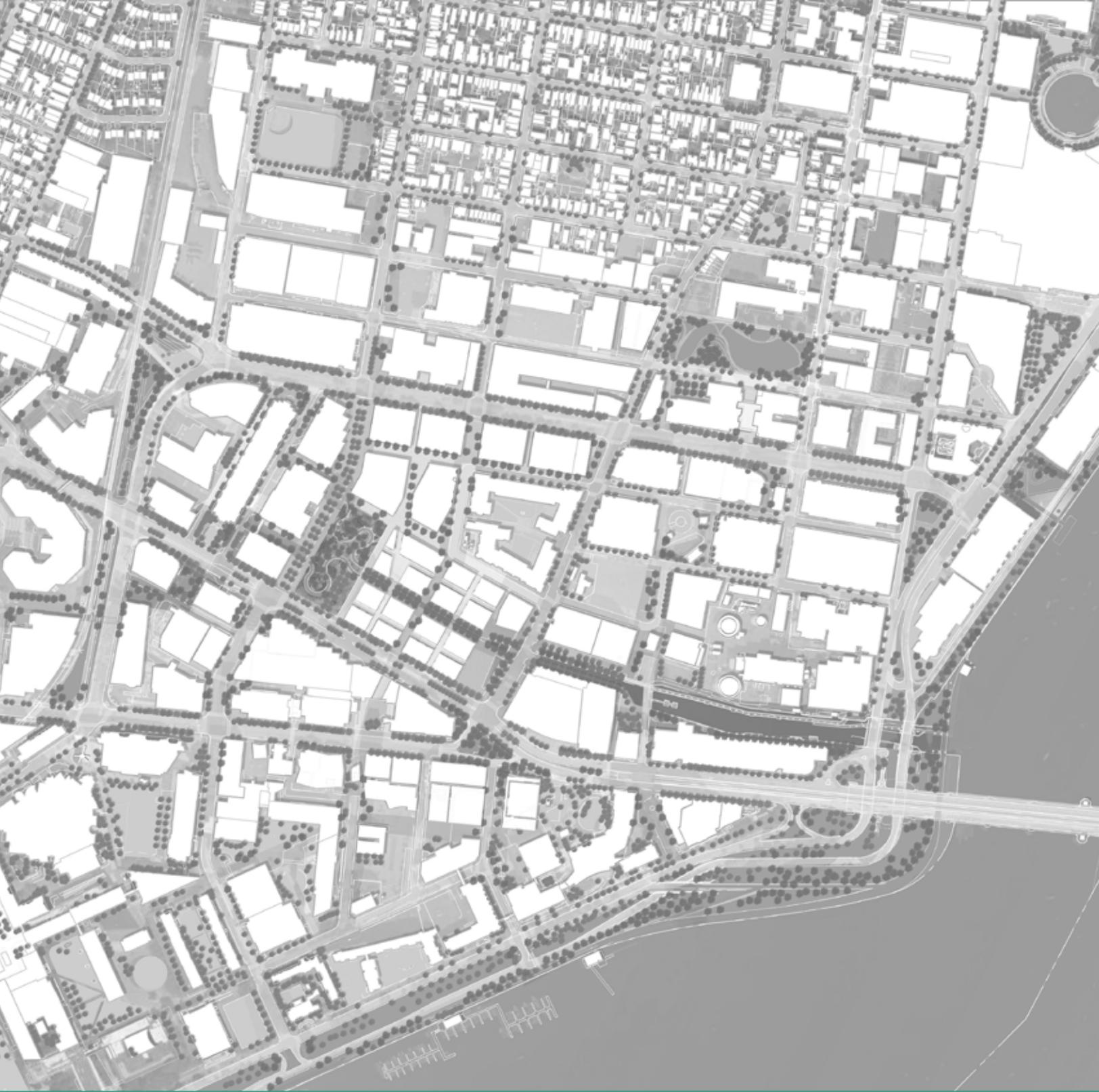
Broad Marketplace: a mix of ground floor food & market stalls, cafes, and incubator spaces intended for local and regional businesses and as a draw for East Cambridge, MIT, and tech communities (Assume commercial towers above)



^THE VOLPE SITE BROAD CHANNEL STREET VIEW







## 8 DISTRICT-WIDE STRATEGIES



^HORST KIECHLE, DENDRITIC TREE ROOTS IN BANGKOK

Just as a city is greater than its parts, a city's open space must be more than its parks. In establishing a **cohesive framework** and in **building an identity** for Kendall Square the proposal relies not only on spatial planning, but also on other critical, less tangible, but equally important urban layers. Public arts, wayfinding, lighting, and programming are each in their own way urban systems that may not be tethered to particular locations but yet can play key roles in establishing and enhancing a sense of place.



A PARKING GARAGE ON FIRST STREET



MOBILE ART GALLERY



DANCE PERFORMANCE AT RIVERFEST



A PAINTED MURAL AT MLK ELEMENTARY



THIRD STREET SE, WASHINGTON DC (GOOGLE MAPS)

^ CAMBRIDGE PUBLIC ARTS IN ACTION



A PEDESTRIAN UNDERPASS IN NORTH CAMBRIDGE

# PUBLIC ARTS

Providing a sense of place through a vibrant and varied public arts program is a key approach to connecting the diverse network of communities in Kendall Square. Public art - be it visual, performative, or acoustic - is intended in this framework as a means to express the unique character of the district and the types of rich innovation and invention that occur daily within its boundaries.

There are a variety of ways that the City employs the work and thinking of artists at present. What is envisioned for the Kendall Square neighborhood is a public arts program that might more specifically address the existing neighborhood communities by targeting new ways to express what is currently hidden. As an Innovation District, Kendall Square is nationally recognized as an incubator for creative and intellectual out-of-the-box thinking. However, currently much of the workings of the place - whether in labs, garages, schools, or studios - are hidden from view, often enclosed within secure facilities and privately owned spaces. By engaging artists to find ways to express these hidden assets, the neighborhood might then better celebrate its constituents and the dynamism of their shared endeavors. Be it through performance, lighting installations, video projections, painting, sculpture, sound, or craft -- artists could serve as catalysts to help inform and connect the community.

Each of these strategies will complement the existing art that is integrated in the street level windows and lobbies of new mega-block developments by engaging pedestrians and celebrating the natural environment. In addition, the following elements and strategies can be employed:

- **The dendritic framework described in Connect Kendall Square provides strong pathways and visual connections throughout the district. These can be reinforced by employing artists to create streetscape elements including paving patterns, street furniture, lighting, and other visual cues that emphasize the sequence of movement through the area.**
- **Artists can be engaged to create the visual aspects of the stormwater recovery systems proposed, revealing the movement of water and celebrating its presence on the sites. Artist-designed elements can include downspouts and viewing platforms, earthworks, drain covers and other features.**
- **The lighting and pedestrian elements of the Volpe site can be artist-designed, adding whimsy and a unique visual character to this unique opportunity site.**
- **Artists and/or MIT alumni might work with the MIT community to find ways - perhaps sound, projection, or kinetic installations - to express the energy and vitality of the innovative research happening within its buildings; potentially allowing the life of the Infinite Corridor to be celebrated by the entire Kendall Square community.**
- **Streets and alleyways might become temporary performance venues or enlivened in other ways that help signal to visitors they are within an Innovation District**

One possible dendritic itinerary and how that route might be linked to public art installations:



^PUBLIC ARTS PROGRAMMING SEQUENCE



1. DAN CHEETHAM & MICHELLE TARSNEY, "PEACE CRANES"
2. WILLY DORNER, "BODIES IN URBAN"



3. LOOP.PH, "TREE LUNGS"
4. LANG BAUMANN, STREET PAINTING #5



5. JR, QUARTIERS DE MARSEILLES
6. STACY LEVY, DENDRITIC DECAY



KENDALL SQUARE MBTA REDLINE STATION



THE GALAXY FOUNTAIN AT POINT PARK



KENDALL SQUARE CINEMA



EAST KENDALL SQUARE



KENDALL BOILER AND TANK CO. AT THE CORNER OF BINNEY AND THIRD.



ONE KENDALL SQUARE

^ KENDALL SQUARE

# WAYFINDING

Where is Kendall Square? Emerging from the T station on Main Street, visitors often ask this question, and are likely receive a range of answers. That there are at least a couple of developments within a ten-minute walk radius that have Kendall Square in their title must only add to the confusion. Looking to their phones may provide yet another range of responses.

Developing a wayfinding program for the District is important to enhancing and strengthening the identity of Kendall Square. While some of this may be accomplished through signage, the true key to helping people navigate the neighborhood is to create a clear and legible sequence of spaces. Rather than pointing the way with signs and arrows, a strong spatial sequence can provide the visual cues that are necessary to help people find their own paths, and navigate in their own ways, towards the businesses and open spaces that are the true connective tissue within the neighborhood.

At present, Kendall's large superblocks and blank walls make wayfinding within the neighborhood challenging. Without a consistent cadence of storefronts and entries to help identify commercial activity, it can be difficult for a visitor to know which way to go in order to find a cup of coffee or a bite to eat. Existing fences and bollards also work against free-flowing pedestrian movement and often require circuitous routing through the neighborhood, generating longer trips that seem contrary to more intuitive orienteering. Finding ways to better link commercial spaces to residential ones is implicit within the Framework's dendritic circulation concept.

While the City may want to consider an environmental graphics consultant to advise on and design a signage program, in lieu of that, other options to consider are:

- **Continuing to strengthen the commercial corridors of Main and Third Streets through activating the street level spaces with additional retail, restaurants and cafes, and small-scale businesses.**
- **The use of iconic lighting and/or sculptures at key points along Binney and Land Boulevard as markers. These should be spaced and located in such a way that they can be seen from one space, thereby visually linking it to another one in the distance.**
- **Developing and implementing a consistent though varied family of materials and street furnishings that can provide a greater sense of continuity between open spaces.**
- **That public arts, mixed media, and interactive play equipment be encouraged along strategic routes to express the qualities of the Innovation District through more active narratives versus passive ones.**
- **Employ pattern and color on blank walls and the ground plane within the dendritic paths to link spaces together.**
- **Using high-branching trees to reinforce main circulation routes, whether on streets or within the blocks (in keeping with the 6th Street walkway) without visually obscuring adjacent buildings.**
- **Work with Kendall Square based info-tech firms to develop other layers of wayfinding for smartphones**



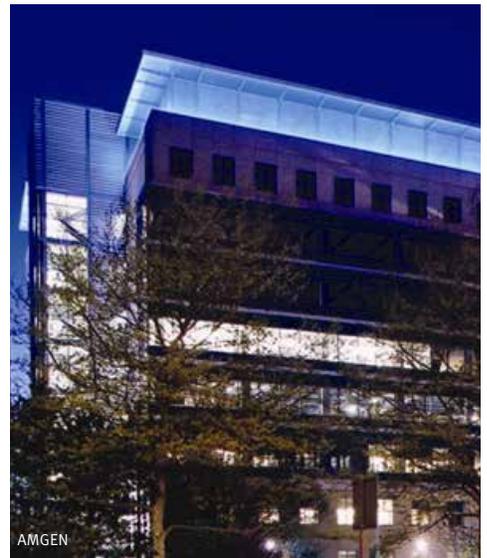
THE KENDALL HOTEL ON MAIN STREET



TREE LIGHTS AT EAST KENDALL SQUARE ICE RINK



CAMBRIDGE DANCE PARTY



AMGEN



HOWELER - YOON ARCHITECTS: "LIGHT DRIFT"

^ KENDALL SQUARE



HOWELER - YOON ARCHITECTS AT MIT

# LIGHTING

Lighting within the urban context plays an important role in enhancing the safety and comfort of pedestrians and drivers alike. Paths of travel are commonly defined by a cadence of lamp fixtures and their consistent glow. Within a commercial district such as Kendall Square, light spill from adjacent buildings greatly contributes to illumination of the public realm. Contrasted to a darkened alley or street, a well-lit one implies presence, occupation, activation. But in addition to safety, light also can help define the character of a place. In Cambridge's Innovation District, lighting could play a much more integral role in helping to express the creativity and industry of Kendall Square than it does currently.

While accent lighting has existed for some time, recent developments in LED and related technologies has inspired new urban expressions in light city and world-wide. The City has its own standards regarding street lights and the maintenance of appropriate light levels and these should be heeded. But in defining the identity of Kendall Square, lighting can play a large role in connecting spaces and even helping to create new ones. Recent projects, such as the Collier Memorial on MIT's campus and Boston's Illuminus Festival point to how lighting can be layered onto spaces to provide subtle messages or create event spaces in otherwise underutilized ones.

Other recommendations:

- **Use a consistent fixture or family of fixtures to illuminate the dendritic path system so that these paths can more easily be recognized as publically accessible.**
- **Wherever possible, light fixtures should be specified to have long life spans and low maintenance requirements and meet other current sustainable standards.**
- **Colored light should be used only sparingly and located strategically to complement the public realm rather than compete with it.**
- **Consider creating a lighting master plan for the district that would identify design principles, material preferences, and potentially, a family of fixtures and their key locations.**
- **Consider temporary lighting and projection as a means to activate underutilized spaces, such as blank walls, parking garages.**
- **Consider the importance of lighting in winter, where work days are often bracketed by morning and evening darkness.**



FOOD TRUCK FESTIVAL ON BROAD CANAL WAY



CROSS-COUNTRY SKIING ALONG THE CHARLES



LOCALS ENJOYING RIBFEST



GOOD EATS AT RIBFEST ON CAMBRIDGE STREET



CAMBRIDGE SCIENCE FAIR



WATERFRONT CINEMA IN THE SYDNEY HARBOR, AUSTRALIA

^ KENDALL SQUARE

# PROGRAMMING

Where do you meet your neighbors? It seems that as our communities have become increasingly diverse and geographically fluid, meeting each other, making new connections has become more challenging. While many Cambridge residents meet through their academic programs, or through their jobs, the new influx of tech workers may not have cause to interact much less meet their East Cambridge or Area Four neighbors.

While parks are still often considered to be the lungs of a city -- providing much-needed respite and fresh air -- more and more they represent the places where we have the opportunity to come together. Whether it's sharing a bench while watching our kids play, learning the names of each other's dogs, or coming together for a large festival, the City's open spaces can provide the backdrop to social interaction and shared experiences.

Public programming and what is known as tactical urbanism can be useful tools for bringing communities together. In connecting Kendall, developing strategies for the various park spaces and streetscapes is an important factor in building an identity for Kendall that brings out the best of its people. While many of these strategies are event or seasonally based, planning for them and building the proper infrastructure into proposed spaces will increase flexibility and the functionality of each space. Providing the infrastructure for lighting and electrical power should be taken into account when developing Kendall's open space.

Programs and strategies to consider:

- Expanding the existing outdoor cinema series to locations such as Charles River Park and Three Points Park that take advantage of the backdrop of the river. Consider a possible partnership with the MIT and Harvard Film Archives to expand the series to include art films that may draw in other populations
- Encourage winter programs such as the sledding hill at Rogers Street Park or designating cross-country skiing paths throughout the area.
- Extend the Food Truck festival to include proposed spaces within the Volpe site, to draw more visitors from the T
- Consider building on Boston's Illuminus Festival and using Kendall as a Cambridge venue
- Develop more outdoor programming such as Tai Chi or yoga in the parks.
- Using the loop between Binney and Broadway, Third and Galileo Galilei to host Centurion bicycle races
- Consider MIT museum sponsored robot / go-cart races down Main Street
- Use the nearly 10 acres proposed for the Charles River Park as a space appropriate for outdoor concerts and music festivals.
- Encourage commercial owners to provide wi-fi to their adjacent outdoor spaces, to foster ad-hoc outdoor lunch rooms and work spaces.
- Emphasize the importance of food as a means to bring people from varying communities together.





## 9 KEY RECOMMENDATIONS



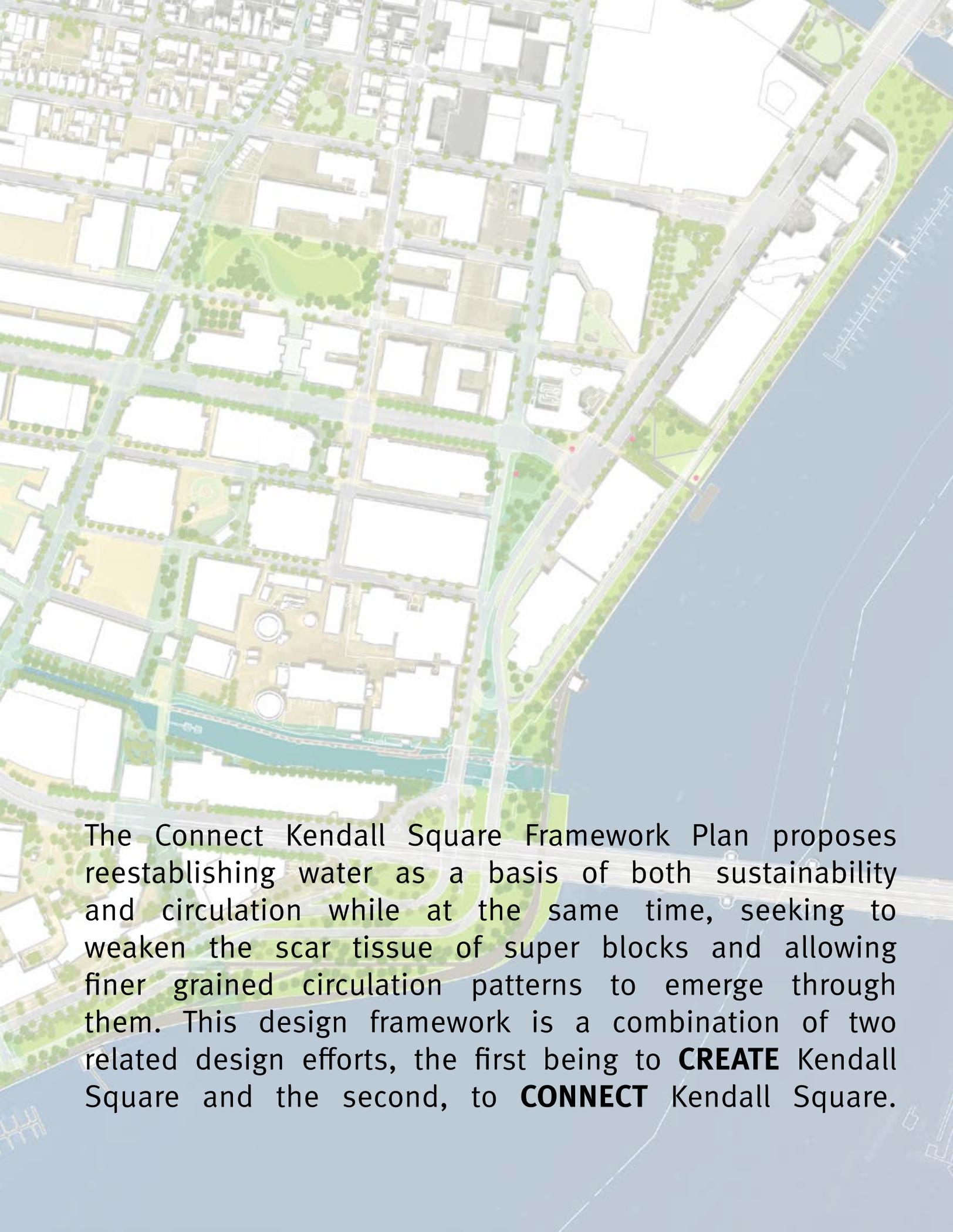
KEN DOUGLASS, THE FRACTAL FLOWS OF WATER SEEPING FROM SAND

The dendritic pattern, the central spatial concept of the Framework Plan, establishes functional and poetic connections to water, and does so in a way that acknowledges the neighborhood's unique hydrologic history. It was the building of canals that gave life to Kendall Square, and water is thus a prime component of the neighborhood's identity. This Framework Plan seeks **to celebrate this complex history of water** at Kendall Square as it builds an imageable and memorable open-space system for future generations.

- 1. EXTEND WATER INTO THE NEIGHBORHOOD TO MAKE A STRONG PHYSICAL AND PEDESTRIAN CONNECTION BETWEEN THE NEIGHBORHOOD AND THE RIVER.**
- 2. CREATE A LARGE GATHERING AREA ALONG THE CHARLES RIVER THAT CAN BECOME A DESTINATION SPACE AND BRING KENDALL SQUARE TO THE WATER.**
- 3. ADJUST STREET GEOMETRIES TO ENHANCE PEDESTRIAN CONNECTIVITY THROUGHOUT THE NEIGHBORHOOD.**
- 4. CREATE A CENTRAL SPACE OR SEQUENCE OF SPACES THAT CAN BECOME THE HEART OF KENDALL SQUARE.**
- 5. PROVIDE A BETTER PUBLIC “FRONT DOOR” TO THE MBTA T STATION ON BROADWAY TO PROVIDE GREATER CONNECTIVITY TO AND FROM THE EAST CAMBRIDGE NEIGHBORHOODS AND POINTS NORTH.**
- 6. CONTINUE TO EXPAND STREET LEVEL COMMERCIAL USES ALONG THE THIRD STREET CORRIDOR.**

- 7. CONTINUE TO EXPAND THE BICYCLE NETWORK TO FURTHER INCREASE FLEXIBILITY.**
- 8. ENCOURAGE MIT AND LOCAL DEVELOPERS TO THINK HOLISTICALLY AND STRATEGICALLY ABOUT STORMWATER MANAGEMENT STRATEGIES.**
- 9. EMBRACE THE INNOVATION AND ECO-DISTRICT DESIGNATIONS AND ALLOW THE NEIGHBORHOOD TO BECOME A NATIONAL MODEL.**
- 10. DESIGN SHARED SPACES TO BE MULTI-USE, MULTI-SEASONAL, AND MULTI-GENERATIONAL.**
- 11. FOSTER CREATIVITY, COMMUNITY BUILDING, AND LEARNING BY PROVIDING INTERACTIVE AND INVENTIVE PLAY FEATURES FOR ALL AGES.**
- 12. EMPLOY DENDRITIC STRATEGIES FOR EXPANDING THE PEDESTRIAN NETWORK WITHIN KENDALL SQUARE. REMOVE FENCES AND OTHER IMPEDIMENTS TO CONNECTIVITY WHEN POSSIBLE.**



An aerial photograph of Kendall Square, Massachusetts, overlaid with a proposed urban framework. The framework consists of a grid of streets and green spaces. A prominent feature is a blue waterway, likely the Kendall River, that flows through the area. The framework aims to break up large, solid blocks of buildings into smaller, more permeable blocks. The text at the bottom explains the goals of this plan: to reestablish water as a basis for sustainability and circulation, and to weaken the 'scar tissue' of super blocks to allow for finer-grained circulation patterns. The plan is a combination of two efforts: to create Kendall Square and to connect it to the surrounding area.

The Connect Kendall Square Framework Plan proposes reestablishing water as a basis of both sustainability and circulation while at the same time, seeking to weaken the scar tissue of super blocks and allowing finer grained circulation patterns to emerge through them. This design framework is a combination of two related design efforts, the first being to **CREATE** Kendall Square and the second, to **CONNECT** Kendall Square.

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In memory of Brian Murphy...

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