FILE NO. 7690
REQUEST FOR QUALIFICATIONS FOR ARCHITECTURAL SERVICES FOR THE
RESTORATION / RENOVATION OF THE HISTORIC HARVARD SQUARE KIOSK FOR CITY
OF CAMBRIDGE

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,
September 21, 2017 for furnishing the following to the City of Cambridge:

The City of Cambridge is seeking proposals from qualified firms to provide study, design,
interior design and construction administration for of the Historic Harvard Square Kiosk.

Copies of the Request for Qualifications may be obtained at the Office of the Purchasing Agent on
and after Thursday, August 24, 2017 between the hours of 8:30 a.m. and 8:00 p.m. on Monday,
Tuesday thru Thursday, 8:30 a.m. to 5:00 p.m. and 8:30 a.m. to 12:00 noon on Friday. The Request
for Qualifications may be downloaded from the City’s website, www.Cambridgema.gov. Services,
Purchasing Bid List, Design RFP, File No. 7690.

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.

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.

THERE MUST BE NO MENTION OF THE APPLICANT’S FEE IN THE PROPOSAL. ANY
MENTION OF THE FEE WILL SUBJECT THE PROPOSAL TO REJECTION.

One original and seven (7) copies of the proposal and one electronic copy marked “RFQ for
Architectural Services for the Restoration/Renovation of the Historic Harvard Square Kiosk for the
City of Cambridge” must be received by Joan E. Dillon, Acting Purchasing Agent, City of Cambridge,
795 Massachusetts Avenue, Cambridge Ma prior to 11:00 a.m., on Thursday, September 21, 2017.
Failure to submit the electronic copy will automatically result in rejection. 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.
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. Failure to answer any question, to 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.

SUBMISSION OF THE PROPOSAL: Each original proposal (marked "ORIGINAL" on the sealed package) and seven (7) of copies of the proposal, as well as an electronic copy, marked “File No. 7690, RFQ for Architectural Services for the Restoration/Renovation of the Historic Harvard Square Kiosk for the City of Cambridge” must be delivered to Joan E. Dillon, Acting Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139 no later than 11:00 a.m. Thursday, September 21, 2017. Failure to submit the electronic copy will automatically result in rejection. 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 and either emailed to purchasing@cambridgema.gov or delivered to the delivered to Joan E. Dillon, Acting Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge, MA 02139, no later than 11:00 a.m. on Wednesday, September 13, 2017. 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.

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, 2017 is $15.26 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 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 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.
GENERAL TERMS AND CONDITIONS

1. The contract for this project will be between the City of Cambridge and the Designer, and will be administered by the Department of Public Works. A sample of the City’s contract is included herein. The successful proposer must be willing to sign the City’s contract as is. The City will not accept a proposer’s terms and conditions.

2. A proposal will remain in effect for a period of 90 calendar days from the deadline for submission of proposals or until it is formally withdrawn, a contract is executed or this RFQ is canceled, whichever occurs first. The City reserves the right to reject any and all proposals.

3. The City will have the option to cancel the contract provided that written notice is given 30 days prior to the effective termination date.

4. Any changes or additions to consultants or personnel named in the application must be submitted in writing and approved by the City.

5. The City encourages minority firms to apply, and if subcontractors are used, encourages the use of minority subcontractors.
REQUEST FOR QUALIFICATIONS FOR RESTORATION / RENOVATIONS OF THE HISTORIC HARVARD SQUARE KISOK

SECTION I: SCOPE OF SERVICES

The City of Cambridge is seeking qualifications from architectural firms to provide study, design, and construction administration services for restoration/renovation of the historic Harvard Square Kiosk. Work may include but not be limited to:

- Coordination and meetings with City staff, including but not limited to staff from Public Works Department, Community Development Department, Historical Commission, Commission for Persons with Disabilities and Inspectional Services Department.
- Coordination and meetings with relevant City consultants and groups including:
  - Harvard Square Kiosk and Plaza Programming and Use consultant.
  - Harvard Square Plaza design consultant.
- Analysis and final design of architectural, structural, civil, mechanical, plumbing, electrical, full building fit out of sound, video and video display systems and fire protection systems, including preparation of bid documents.
- The design shall embrace the Historic Renovation Design Principles and Guidance provided in Section I.F.
- Construction Administration services including attendance at weekly site meetings, and review of Contractor submittals, project schedules, applications for payment, and change order proposals.

The designer selected will recommend energy efficient alternatives and the use of resource efficient materials where appropriate and must have a LEED (Leadership in Energy & Environmental Design) Accredited Professional certification. They must be familiar with construction methods, working drawings, public bid requirements, and building and public safety/fire codes.

The successful offerors shall be familiar working with municipalities and historic restoration / renovation of municipal buildings.

SECTION 1.A: CONSULTANT PROJECT TEAM

The City shall enter into a contract with a prime vendor, which may be a person, a corporation, a partnership, or a joint venture (“Project Team”). The proposal must demonstrate that Project Team members have the specific experience to successfully complete the work outlined in this request. A Team Leader for the Project Team must be designated.

The selected firm or individual must have as part of the team the following disciplines: architect experienced in historic renovations, structural engineer, mechanical/electrical/plumbing engineer, and lighting designer. Key members of the team must be identified. Design team must be experienced in sound, video and video display systems; and exhibition spaces, such as those found in Historic Visitor centers, Museums, etc. Other disciplines may be added as needed.
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. Prospective proposers must demonstrate the ability to provide the services described in this document, must meet all minimum criteria, and must submit a complete proposal.

A contract will be awarded within 90 days of the proposal submission date, unless the award date is extended by consent of all parties concerned.

SECTION 1.B: REGULATIONS

The project design must comply with all applicable federal and state laws and City ordinances and regulations.

The Project Team’s recommendations should be informed by requirements in the Americans with Disabilities Act of 1990 (42 U.S.C. § 1210 et seq), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §791 et seq), the Massachusetts Architectural Access Board (M.G. L. c. 22 § 13A), and Universal Design.

Universal design (often inclusive design) refers to broad-spectrum ideas meant to produce buildings, products and environments that are inherently accessible to older people, people without disabilities, and people with disabilities. Examples of universal design include curb cuts or sidewalk ramps, color-contrast dishware with steep sides that assists those with visual or dexterity problems, cabinets with pull-out shelves, kitchen counters at several heights to accommodate different tasks and postures, etc.

SECTION 1.C: KIOSK HISTORY

The following is a brief history of the Kiosk and its functions. A more comprehensive history may be found at https://www.cambridgema.gov/~/media/Files/historicalcommission/pdf/casefiles/L121_eval.pdf?la=en

The Harvard Square Kiosk (sometimes referred to as the “Out of Town News” kiosk), is an iconic building and perhaps the single most recognizable structure in Harvard Square. It was constructed in 1928 as the main entry headhouse for the Cambridge-Dorchester subway’s Harvard Station, replacing the original headhouse which was constructed with the subway in 1912.

The Kiosk, designed by the firm of Blackall, Clapp & Whittimore, was designed to be transparent to converging traffic. Low masonry walls were surmounted by glazed walls and a thin barrel-vaulted roof supported by slender masonry piers. The kiosk served as the main entry/exit point for the subway (later re-named the Red Line) until 1979. During much of its existence as a subway entrance/exit, the structure was located on a tear-drop shaped island surrounded by busy roadways. The structure was eventually accompanied on its island by a newsstand operation, which in 1955 evolved into the well-known “Out of Town” newsstand. Together, the kiosk and Out of Town News came to serve as symbols of Harvard Square, if not Cambridge itself.
In the 1970’s, plans were developed for the extension of the Red Line (by then owned and operated by the MBTA) beyond the Harvard Square terminus to Somerville and northwest Cambridge. The project required a significant reconfiguration of both the underground subway and bus stations, and of the streetscape network in Harvard Square itself. The MBTA proposed to demolish the kiosk, spurring the Cambridge Historical Commission to successfully nominate the structure to the National Register of Historic Places in 1978. A preservation and adaptive re-use solution was developed whereby the City of Cambridge acquired the structure, which was dismantled and stored during the final 4 years of subway construction.

In 1983, the Kiosk was reconstructed slightly north of its original location, and was repurposed to house the Out of Town News operation. A new subway headhouse was constructed nearby in a contemporary style. As part of the streetscape reconfigurations undertaken as part of the subway project, one of the roadways surrounding the island was eliminated, allowing the island to become a peninsula, with uninterrupted pedestrian access directly to the south side of the Square. The spaces in around the kiosk, the new subway entrance, a subsequently added information booth, and other streetscape features together form a significant pedestrian plaza, which essentially forms the “heart” of Harvard Square in the minds of many, if not most, residents and visitors.

When the kiosk was dismantled in 1979 the roof was removed in one piece and the brick and limestone masonry units were numbered, cleaned and stored. In the reconstruction the masonry piers and the brick perimeter walls on the north and east elevations were rebuilt to their original height, using the original materials. The south elevation was reconfigured, and the stair openings on the west elevation were filled with magazine racks. Doors and a cashier’s booth were inserted between the central piers, and the roof was replaced intact. While the perimeter is still almost entirely glazed, the transparency of the structure has been lost to magazine racks and other paraphernalia.


In 2002, the City of Cambridge began a series of projects aimed at renewing the public infrastructure of the “greater” Harvard Square area, including both the core as well as the surrounding “sub-squares” and streets. The City’s goals include not only physical renewal of aging sidewalks, curbs, subsurface utilities, urban design and landscape features, but also assuring that the Square adapts to changing requirements for accessibility as well as increased use by pedestrian, bicycle and transit modes. All of these projects have been reviewed and approved by the Cambridge Historic Commission to ensure that they are historically appropriate.

Initial planning, design and construction efforts included major projects in Brattle and Eliot Squares, main corridors such as Mass. Ave., JFK, Brattle, and Mt. Auburn Streets, and key pedestrian connections such as Palmer, Winthrop, Linden, Plympton and Holyoke Streets. These projects in some cases made changes at the periphery of the “core” MBTA/Kiosk plaza (most notably the “Super Crosswalk” project at the west edge of the plaza), but did not involve significant changes to the plaza itself.

Starting in 2013, the City of Cambridge began to engage in a public process to develop recommendations, and ultimately final design, for the public open space in the core of Harvard Square, including the iconic Kiosk structure.

Key elements of the process to date include the following:

- **Fall 2013**: The City hosted the first community placemaking workshop with initial consulting support from the *Project for Public Spaces* to discuss ideas and to develop recommendations for the public open space in Harvard Square including the restoration and repurposing of the Harvard Square Kiosk. An initial vision for Harvard Square was developed, which has been the guiding framework for subsequent community conversations, site evaluations, and long-term planning discussions.

- **December 2015**: The City engaged the *Harvard Square Plaza* design consultant, a team consisting of Kleinfelder, HDR Engineering, and Halvorson Design Partnership. The scope of this consultant’s effort includes:
  
  - Performing a feasibility study to determine options for utilities, re-grading, urban design, and other public realm infrastructure improvements at the main plaza, (in order to support changes in use and pedestrian circulation); and
  
  - Preparation of final design and bid documents for a preferred set of public realm infrastructure improvements. In accordance with Massachusetts Public Bidding requirements, the resultant construction project will be considered a “horizontal” project, and will encompass the entire plaza to within approximately 10-feet of the Harvard Square Kiosk structure.

  This project is presently at the 25% design stage, and has been closely coordinated with work performed by the *Kiosk Schematic Design* consultant to date.

- **December 2015**: The City engaged a team led by The Galante Architecture Studio, Inc. as the *Harvard Square Kiosk Schematic Design* consultant. This effort, now complete, included the identification and preliminary analysis of critical design issues, including but not limited to:
  
  - Floor plans which would facilitate flexible uses
  
  - Façade and roof treatments
  
  - HVAC modernization
  
  - Interior and exterior lighting
  
  - Signage
  
  - Utility requirements
  
  - Integration with overall Plaza design

  The work effort included a Ground Penetrating Radar investigation both within and outside of the Kiosk, and a Forensic Roof System Evaluation.
Documentation of the Schematic Design work, including the results of the investigations described above, are found in the document *Out of Town News – Historic Restoration*, dated August 1, 2016 and available as an Appendix to this RFP.


- **July 2017**: The City, through an RFP process, selected the Harvard *Square Kiosk and Plaza Programming and Use Consultant*; Project for Public Spaces (PPS). PPS will work with the Working Group to create a vision for the future governance, operation and programming of the Kiosk that will ensure the public nature of the Kiosk and the surrounding Plaza over time. The PPS scope of work includes community engagement and will include a *request for ideas* that will help inform the programming of the Kiosk and Plaza.

- **August 2017**: This RFP for *Kiosk Design Consultant*.

**SECTION I.F HISTORIC RENOVATION DESIGN PRINCIPLES AND GUIDANCE**

Harvard Square is a City of Cambridge Conservation District and the Kiosk is currently being studied for possible designation as a Cambridge landmark, meaning that the Cambridge Historical Commission (CHC) must review and approve any publicly visible exterior changes to a building’s fabric, including walls, doors, windows, roofs and non-conforming signs (with several minor exceptions). The CHC staff has been closely involved in the current planning and design processes and has established the following fundamental principles to guide the Kiosk design:

- All original material that remained after the conversion to a newsstand in 1983 should be preserved and restored, except that the south elevation may be reconfigured to more closely conform to its original appearance.
- Alterations to or removal of the 1983 fabric (the news racks, doors, cashier’s booth, etc.) and introduction of new materials and fixtures must be appropriate to the character of the structure.
- The original transparency of the structure should be recaptured to the extent possible. There should be no additional opaque enclosure of the structure.

**SECTION I.E MEETINGS AND PUBLIC PRESENTATIONS**

The design of the Kiosk is a collaborative process.

- The Consultant will meet with city staff (DPW, Historic Commission, CDD, ISD) and the Plaza Design Consultant on a monthly basis.
The Consultant is expected to meet with the Kiosk and Plaza Working Group approximately four (4) times.

The Consultant is expected to meet with the Kiosk Programming and Use Consultant four (4) times.

The Consultant is expected to present to meetings of the Historic Commission two (2) times.

SECTION I.F PRELIMINARY PROJECT SCHEDULE

**December 2017**: Harvard Square Kiosk and Plaza Working Group and the Harvard Square Kiosk Programming and Use Consultant develop recommended use for the Kiosk building.

**February 2018**: Kiosk Design Consultant develops concept plan for the Kiosk, building off of the schematic designs developed to date and incorporating the recommended use of the building.

**May 2018**: Kiosk Design Consultant develops 75% Plans for the Kiosk

**August 2018**: Kiosk Design Consultant develops bid documents for the Kiosk

**October 2018**: Begin Construction of the Kiosk
SECTION II: EVALUATION OF THE PROPOSALS

1. Proposals: Each offeror must submit a written proposal to this RFQ, which includes full and clear descriptions of evaluation criteria, outlined in Section IV. The Selection Committee will evaluate each proposal based on these 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.

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, experience with historic renovations, understanding of factors affecting implementation, and the timeliness of the product. The City reserves the right to use itself as a reference.

4. Interviews: The Selection Committee will interview finalists to determine if the finalists 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 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. A sample of the City’s design contract is attached to this RFQ. The successful proposer must be willing to sign the City’s contract. The City will not accept a proposer’s terms and conditions. Please review all terms of the contract before submitting a proposal because the terms contained therein will not be negotiated.
SECTION III: PROPOSAL SUBMISSION REQUIREMENTS


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. Resumes 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

6. A signed Anti Collusion/ Tax Compliance Form

7. A signed Wage Theft Prevention Certification
SECTION IV: 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 – Consultant 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.
Commonwealth of Massachusetts

Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction (Updated May 2014)

1. Project Name/Location For Which Firm Is Filing:

2. Project #

This space for use by Awarding Authority only.

3a. Firm (Or Joint-Venture) - Name and Address Of Primary Office To Perform The Work:

3b. Date Present and Predecessor Firms Were Established:

3c. Federal ID #:

3d. Name and Title Of Principal-In-Charge Of The Project (MA Registration Required):

3e. Name Of Proposed Project Manager:

For Study: (if applicable)

For Design: (if applicable)

3f. Name and Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:

3g. Name and Address Of Parent Company, If Any:

Email Address:

Telephone No: Fax No.:

4. Personnel From Prime Firm Included In Question #3a Above By Discipline (List Each Person Only Once, By Primary Function -- Average Number Employed Throughout The Preceding 6 Month Period. Indicate Both The Total Number In Each Discipline And, Within Brackets, The Total Number Holding Massachusetts Registrations):

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5. Has this Joint-Venture previously worked together?  [ ] Yes  [ ] No
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:

<table>
<thead>
<tr>
<th>CITY/TOWN / AGENCY</th>
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<table>
<thead>
<tr>
<th>Prime Consultant</th>
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<tbody>
<tr>
<td>Principal-In-Charge</td>
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</table>

- **Project Manager for Study**
- **Project Manager for Design**

<table>
<thead>
<tr>
<th>Discipline (from advertisement)</th>
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<tbody>
<tr>
<td>Name Of Firm Person In Charge Of Discipline Mass. Registr. # MBE/WBE Certified (If Applicable)</td>
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<th>Discipline (from advertisement)</th>
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<tbody>
<tr>
<td>Name Of Firm Person In Charge Of Discipline Mass. Registr. # MBE/WBE Certified (If Applicable)</td>
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<tr>
<td>Name Of Firm Person In Charge Of Discipline Mass. Registr. # MBE/WBE Certified (If Applicable)</td>
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<tr>
<th>Discipline (from advertisement)</th>
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<tbody>
<tr>
<td>Name Of Firm Person In Charge Of Discipline Mass. Registr. # MBE/WBE Certified (If Applicable)</td>
</tr>
</tbody>
</table>
7. Brief Resume of ONLY those Prime Applicant and Sub-Consultant personnel requested in the Advertisement. Include Resumes of Project Managers. 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.

<table>
<thead>
<tr>
<th>a. Name and Title Within Firm:</th>
<th>a. Name and Title Within Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Project Assignment:</td>
<td>b. Project Assignment:</td>
</tr>
<tr>
<td>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</td>
<td>c. Name and Address Of Office In Which Individual Identified In 7a Resides:</td>
</tr>
<tr>
<td>MBE ☐ WBE ☐</td>
<td>MBE ☐ WBE ☐</td>
</tr>
<tr>
<td>d. Years Experience: With This Firm:  ______</td>
<td>d. Years Experience: With This Firm:  ______ With Other Firms: ______</td>
</tr>
<tr>
<td>e. Education: Degree(s) /Year/Specialization</td>
<td>e. Education: Degree(s) /Year/Specialization</td>
</tr>
<tr>
<td>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</td>
<td>f. Active Registration: Year First Registered/Discipline/Mass Registration Number</td>
</tr>
<tr>
<td>g. Current Work Assignments and Availability For This Project:</td>
<td>g. Current Work Assignments and Availability For This Project:</td>
</tr>
<tr>
<td>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
<td>h. Other Experience and Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Name And Location Principal-In-Charge</th>
<th>Brief Description Of Project And Services (Include Reference To Relevant Experience)</th>
<th>Client's Name, Address And Phone Number (Include Name Of Contact Person)</th>
<th>Completion Date (Actual Or Estimated)</th>
<th>Project Cost (In Thousands)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Sub-Consultant Name:</th>
<th>a. Project Name and Location Principal-In-Charge</th>
<th>b. Brief Description Of Project and Services (Include Reference To Relevant Experience)</th>
<th>c. Client's Name, Address And Phone Number. Include Name Of Contact Person</th>
<th>d. Completion Date (Actual Or Estimated)</th>
<th>e. Project Cost (In Thousands)</th>
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</thead>
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<td></td>
<td>Construction Costs (Actual, Or Estimated If Not Completed) Fee For Work For Which Firm Was/Is Responsible</td>
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</tbody>
</table>
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.

<table>
<thead>
<tr>
<th># of Total Projects:</th>
<th># of Active Projects:</th>
<th>Total Construction Cost (In Thousands) of Active Projects (excluding studies):</th>
</tr>
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<tbody>
<tr>
<td></td>
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<td>Role</td>
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<td>P, C, JV *</td>
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</table>

* 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. Applicants are encouraged to respond specifically in this section to the areas of experience requested in the advertisement.

Be specific – No boiler plate

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
</table>

11. Professional Liability Insurance:

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Aggregate Amount</th>
<th>Policy Number</th>
<th>Expiration Date</th>
</tr>
</thead>
</table>

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).

<table>
<thead>
<tr>
<th>Name of Company</th>
<th>Aggregate Amount</th>
<th>Policy Number</th>
<th>Expiration Date</th>
</tr>
</thead>
</table>

13. Name of Sole Proprietor or Names of All Firm Partners and Officers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
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14. If Corporation, Provide Names of All Members of the Board of Directors:

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
<th>Name</th>
<th>Title</th>
<th>MA Reg #</th>
<th>Status/Discipline</th>
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15. Names of All Owners (Stocks or Other Ownership):

<table>
<thead>
<tr>
<th>Name And Title</th>
<th>% Ownership</th>
<th>MA Reg.#</th>
<th>Status/Discipline</th>
<th>Name And Title</th>
<th>% Ownership</th>
<th>MA Reg.#</th>
<th>Status/Discipline</th>
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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 (Signature) __________________________________________________________________________
Printed Name and Title _______________________________ Date __________
Appendix I

Out of Town News – Historic Restoration, dated August 1, 2016
Out of Town News - Historic Restoration
08.01.16
CRITICAL ISSUES

OPERABLE WINDOWS - SLIDING WINDOWS
RATIO OF GLASS TO MASONRY
ARCHITECTURAL & GENERAL SPACE LIGHTING APPROACH
COPPER ROOFING & COPPER CORNICE
LOWERING SLAB 6 INCHES FOR ENTRANCE ACCESSIBILITY
INTERIOR FLOORING MATERIAL
ARCHED GLASS INTEGRATED SIGNAGE
HVAC OUTDOOR UNIT LOCATION & ENCLOSURE
HVAC INTOOR UNITS LOCATIONS & PIPING
CEILING FANS
INTERIOR LAYOUT FLOOR PLAN
MILLWORK COUNTERS & STORAGE
AUDIO VIDEO SYSTEMS, PROGRAM & LOCATION
INTERIOR FINISHES

CONCEPTUAL DESIGN STATUS AS OF: 08.01.2016

STATUS

CONCEPTUAL APPROACH ACCEPTED CHC 08.01.2016
CONCEPTUAL APPROACH ACCEPTED CHC 08.01.2016
CONCEPTUAL APPROACH ACCEPTED CHC 08.01.2016
FULL REPLACEMENT OF COPPER ROOFING & CORNICE RECOMMENDED
UNDER CONSIDERATION DEPENDANT UPON PLAZA WORK
CAMBRIDGE HISTORIC COMMISSION - MATCH PLAZA
UNDER CONSIDERATION
UNRESOLVED NEEDS EXTENSIVE STUDY
UNRESOLVED NEEDS EXTENSIVE STUDY
UNRESOLVED NEEDS EXTENSIVE STUDY
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UNRESOLVED NEEDS EXTENSIVE STUDY
UNRESOLVED NEEDS EXTENSIVE STUDY
OUT OF TOWN NEWS - Historic Restoration

Historic and Existing Conditions Images
Historic and Existing Conditions Images

Brattle Street Facade - 2014

Massachusetts Avenue Facade - 2014

Brattle Street Facade - 1929

Massachusetts Avenue Facade - 1950's
OUT OF TOWN NEWS - Historic Restoration

Historic and Existing Conditions Images

MBTA-Side Facade - 2014

Massachusetts Avenue Facade - 2014

MBTA-Side Facade - 1960's

Massachusetts Avenue Facade - 1960's
GROSS SQUARE FOOTAGE: 636 SF
NET SQUARE FOOTAGE: 514 SF

Existing Conditions Floor Plan

1/2" = 1'-0"
Historic Restoration

Existing Conditions Exterior Elevations

1. Elevation - Brattle Street

2. Elevation - Massachusetts Avenue
Elevation - Facing Harvard University

Elevation - Facing Harvard Square MBTA Station

Existing Conditions Exterior Elevations
Proposed Exterior Elevations

1. Elevation - Brattle Street
   - b.o. beam: 8'-10"
   - To. floor: 0'-0"
   - HVAC unresolved needs extensive further study
   - Enclosure for outdoor units unresolved

2. Elevation - Massachusetts Avenue
   - b.o. beam: 8'-10"
   - To. floor: 0'-0"
   - HVAC unresolved needs extensive further study
   - Enclosure for outdoor units unresolved
1. Elevation - Facing Harvard University

   - Possible interactive signage
   - Masonry height to be maintained per Cambridge Historical Commission
   - HVAC unresolved needs extensive further study

2. Elevation - Facing Harvard Square MBTA Station

   - Enclosure for outdoor units

Proposed Exterior Elevations
HVAC unresolved needs extensive further study

- ceiling suspended indoor unit
- refrigerant piping & insulation
- out door unit compressor
- b.o. beam
- t.o. floor
- grade

Unacceptable to Design Team & Committee

Proposed Building Section - Conceptual HVAC Test Fit
Building Section - Vertical Packaged Unit
Unacceptable to Design Team & Committee

Proposed Building Section - Conceptual HVAC Test Fit
## Suspended Heat Pump System Cut Sheet - Conceptual HVAC Test Fit

### OUT OF TOWN NEWS - Historic Restoration

#### Specifications

**Job Name:**

**System Reference:**

**Unit Option:**
- Standard Model: PUZ-A30NHA6
- Seacoast (BS) Model: PUZ-A30NHA6-BS

**Accessories:**
- Condenser Pump (BlueDiamond X307-711/230, 115/230V)
- Condenser Pump (Sauermann S30-1515/30, 115/230V)
- High-Efficiency Filter (PAC-SH89KF-E)
- Disconnected Switch (TAC-MS36SD)

**Outdoor Unit**
- Wind Baffle (WB-PA2)*
- Temperature Sensor (PAC-SE41TS)
- M-NET Adapter (PAC-SF83MA-E)
- Simple Wired Controller (PAC-YT53CRAU)
- Wireless Controller (MHK1)
- iSee Sensor (PAC-SH91MK-E)
- High-Efficiency Filter (PAC-SH89KF-E)
- Condensate Pump (Sauermann SI30-115/230, 115/230V)
- Condensate Pump (BlueDiamond X87-711/721, 115/230V)
- Mounting Base (QSMS1201)
- Air Outlet Guide (PAC-SG59SG-E)

**Indoor Unit**
- Cooling Capacity: 70º F (21º C)DB / 60º F (16º C)WB
- Heating Capacity: 17º F (-8º C)DB / 15º F (-9º C)WB
- Cooling Capacity: 80º F (27º C)DB / 67º F (19º C)WB
- Heating Capacity: 47º F (8º C)DB / 43º F (6º C)WB

**AHRI Efficiency Ratings**
- COP at 17º F (21º C)DB: 2.29
- SEER at 17º F (21º C)DB: 14.5
- HSPF at 17º F (21º C)DB: 9.2
- EER at 17º F (21º C)DB: 8.0

**Notes**
- The minimum temperature will be 23º F (-5º C)DB if optional wind baffle accessory is not installed.

#### Mechanical Specifications

**Indoor Unit (PCA-A30KA6)**
- Indoor Unit Dimensions: 12-1/16 x 50-3/8 x 26-3/4
- Indoor Weight: 71 (16)

**Outdoor Unit (PUZ-A30NHA6)**
- Outdoor Weight: 460 (17)

**Refrigerant**
- Refrigerant: R410A
- Refrigerant Pipe Length: 3/8 (9.52)

**Electrical Power Requirements**
- Indoor Unit: 7000 W / 230V / 60 Hz
- Outdoor Unit: 12,000 W / 230V / 60 Hz

**Sound Pressure Levels**
- Indoor (Cooling): 56 dB(A)
- Indoor (Heating): 53 dB(A)
- Outdoor (Cooling): 71 (32)
- Outdoor (Heating): 565-600-635-705

**Sound Insulation (CFM)**
- Indoor (Cooling): 1,940
- Indoor (Heating): 1,600
- Outdoor (Cooling): 12,000 - 34,000
- Outdoor (Heating): 12,000 - 30,000

**Electrical Power Requirements**
- Indoor: 208 / 230V, 1-Phase, 60 Hz

**AHRI Efficiency Ratings**
- COP: 2.29
- SEER: 14.5
- HSPF: 9.2
- EER: 8.0

**Sound Insulation (CFM)**
- Indoor: 1,940
- Outdoor: 12,000 - 34,000

**Sound Insulation (CFM)**
- Indoor: 1,940
- Outdoor: 12,000 - 34,000
Proposed Building Section - Conceptual Radiant Heating Test Fit
Proposed Floor Plan - Vertical Package Unit - Conceptual HVAC Test Fit
Proposed Exterior Elevations - Vertical Package Unit - Conceptual HVAC Test Fit

1. Elevation Facing Harvard Square - MBTA Station
   Unacceptable to Design Team & Committee

2. Elevation Brattle Street - Vertical Packaged Unit
   Unacceptable to Design Team & Comittee

HVAC unresolved needs extensive further study.
Building Section - Vertical Packaged Unit

Unacceptable to Design Team & Committee

HVAC unresolved needs extensive further study

Vertical package unit A/C
Proposed Building Section - Vertical Package Unit - Conceptual HVAC Test Fit

Building Section - Horizontal Packaged Unit

Unacceptable to Design Team & Committee

horizontal single package cooling unit

HVAC unresolved needs extensive further study

Scale: 1/2"=1'-0"
Proposed Floor Plan

- HVAC unresolved needs extensive further study
- Millwork unresolved
- Enclosure for outdoor units unresolved

Dimensions:
- Width: 37'-4"
- Height: 17'-0"
masonry height to be maintained per CHC
Proposed Reflected Ceiling Plan

- LED flexible tape lighting
- Asymmetrical linear grazing light fixture
- Linear direct / indirect pendant light fixture

Drawing Title: Proposed Reflected Ceiling Plan
Drawing Number: YL A-103
Scale: 1/2"=1'-0"
Lighting Fixtures

- Column grazing accent
- Ceiling wash accent
- Direct / Indirect linear pendant
- Assymetrical grazing ceiling fixture
- LED flexible tape lighting
Integrated Building Signage - Conceptual Signage for Transparency
OUT OF TOWN NEWS - Historic Restoration

Elevation - Massachusetts Avenue

Scale: 1/2"=1'-0"

Integrated Signage - Conceptual Signage Based on History
GPR INVESTIGATION
OUT OF TOWN NEWS STAND
CAMBRIDGE, MASSACHUSETTS

October 25th, 2016
File 2016059

Prepared for:
HDR Engineering Consultants
695 Atlantic Avenue
Boston, MA 02111
1.0 INTRODUCTION

This report details the results of a geophysical survey conducted by Hager GeoScience, Inc. (HGI) for HDR Engineering Consultants (HDR) at the Out of Town News (OOTN) Stand in Cambridge, Massachusetts.

The objectives of the survey were to determine the

- Boundary between the concrete fill and concrete structural slab inside the OOTN building,
- Limits of the structural slab and obstructions around the exterior of the building, and
- Extent of a known slab at the northern point of the kiosk, or to identify it as part of existing infrastructure.

Additional areas near the building and around the stairs to the MBTA station were also surveyed to determine conditions/potential problems between the surface and the MBTA station roof, reportedly 3 to 3.5 feet below grade.

2.0 DATA ACQUISITION

HGI personnel performed the fieldwork during the night of Tuesday, October 4th, 2016. Grids were laid out over the survey area using paint, chalk, open reel fiberglass tapes, and T-squares. Travis Lucia of HDR met the crew on its arrival at the site and delineated the extent of the survey area. The crew collected geophysical data in all accessible portions of the survey area using ground penetrating radar (GPR), supplemented by precision utility locating (PUL). Grid locations were surveyed using HGI’s Sokkia RTK GNSS GRX2 GPS system. Plates 1 and 2, AutoCAD Map 3D 2016 plots created from the HGI data, GPS, field notes and the base map “188201-1.dwg” supplied by HDR, present an overview of both the interior and exterior survey areas. Magenta lines define the survey extent.

Discussions specific to the GPR and PUL data collection are provided below, while Appendix A contains more general discussions of the methods and their limitations.

2.1 GPR Survey

HGI used a GSSI SIR-4000 digital acquisition system with 900- and 350-MHz antennas to collect GPR data along orthogonal traverses spaced 1 foot apart inside the OOTN building and 5 feet apart outside the building. The data were displayed in real time on the system’s color monitor for initial quality control while being simultaneously recorded on its flash drive. Data from the GPR survey were subsequently downloaded to a PC at the HGI office for processing and analysis using GSSI’s RADAN® 7 software.

The signal-to-noise ratio of the GPR data allowed for a signal penetration up to 5 to 6 feet below grade. Table 1 below shows the pertinent parameters used for the GPR data collection.
Table 1. GPR Survey Acquisition Parameters

<table>
<thead>
<tr>
<th>Antenna Frequency (MHz)</th>
<th>Range (ns)</th>
<th>Survey Mode</th>
<th>Scan Rate (per sec)</th>
<th>Scan Rate (per ft)</th>
<th>Sample Rate (per scan)</th>
<th>Effective Signal Depth (ft)</th>
</tr>
</thead>
<tbody>
<tr>
<td>900</td>
<td>30</td>
<td>Wheel</td>
<td>100</td>
<td>60</td>
<td>512</td>
<td>2-3</td>
</tr>
<tr>
<td>350</td>
<td>70</td>
<td>Wheel</td>
<td>100</td>
<td>60</td>
<td>512</td>
<td>5-6</td>
</tr>
</tbody>
</table>

2.2 Precision Utility Locating

A Ditch Witch Subsite 950 R/T and 3M Dynatel 2250 precision utility locator (PUL) were used in conjunction with the GPR method to provide real-time utility locating. The PUL locating did not provide additional utility information to that from the GPR survey.

2.3 GPS

HGI used its Sokkia RTK GNSS GRX2 GPS system to locate the survey grids and select surface features for reference. The Sokkia system provided a relative accuracy of less than 0.164 feet horizontally and 0.328 feet vertically for points in the Massachusetts State plane coordinate system (MA83F).

3.0 DATA REDUCTION AND ANALYSIS

3.1 GPR

The downloaded GPR data were archived, processed, and analyzed using GSSI’s RADAN® 7. Prior to analysis, the raw GPR data required processing to reduce the detrimental effects of site-specific noise associated with interfering background frequency signals and reflections from surface and subsurface structures. The processed records were then used to construct 3D models of the surveyed areas. 3D models are useful for viewing the spatial qualities of the data and identifying subtle spatial features that may not be apparent in individual 2D records. The 3D model was sliced horizontally and vertically to observe patterns of GPR anomalies present in the radar data.

Each 2D record was also individually evaluated for possible anomalies. Preliminary interpretations based on analysis of the individual 2D records were plotted and evaluated in a spatial context using the 3D model. Conversely, spatial anomalies observed in the 3D model were re-examined on the individual records to ensure that all possible anomalies were evaluated. The interpreted individual GPR targets were then exported to AutoCAD, where linear trends and areal anomalies were determined.

Due to the non-uniqueness of the reflected GPR signal, the exact identity of features causing
anomalies cannot always be determined, and further investigation through excavation or drilling is recommended.

### 4.0 RESULTS

Plate 1 shows the results of HGI’s geophysical survey for the interior survey at the OOTN Stand. The grid origin is approximately 6 inches off the north and west baseboards and extends throughout the store interior. The plate shows several linear anomalies that were detected by the GPR survey.

HDR’s ground-truthing of the structural concrete slab showed the concrete fill layer above it to be approximately 11 inches thick, with a surface brick layer 2 to 3 inches thick. HGI’s GPR data indicated that the concrete fill layer is approximately 0.8 to 0.9 feet thick through the majority of the survey area, with the top of the structural slab at a depth of approximately 1.0 to 1.1 feet. The thickness of the structural slab is 0.8 to 0.9 feet. Plate 1 shows a generalized cross section from the ground surface to the bottom of the structural slab.

Plates 2 and 3 are overlaid on HDR’s AutoCAD files “188201-1.dwg” and “_Sta Limits_Sections_Surface_GPR.dwg,” respectively. Plate 2 presents the results of the exterior survey in the kiosk area, showing linear anomalies that may be caused by utilities, anomalies caused by changes in the GPR signal, and the extent of the concrete slab previously identified by HDR in the northern triangular section. The anomalous zone adjacent to the southern wall of the building may be caused by reflections from an extended structural building slab, but it also contains other potential obstructions. Anomalous zones in the rest of the survey area may contain utilities or obstructions.

Plate 3 shows the results of HGI’s survey to determine the depth to the top of the tunnel roof. The GPR data show that the top of the roof is generally 3.5 to 4 feet below grade at the locations where it could be mapped. The plate contains a dashed line showing the inferred trend of the tunnel alignment. However, the multiple subsurface structures in the survey area make it difficult to produce a complete alignment map.
APPENDIX A: THE GEOPHYSICAL METHODS

A.1 Ground Penetrating Radar

A.1.1 Description of the Method. The principle of ground penetrating radar (GPR) is the same as that used by police radar, except that GPR transmits electromagnetic energy into the ground. The energy is reflected back to the surface from interfaces between materials with contrasting electrical (dielectric and conductivity) and physical properties. The greater the contrast between two materials in the subsurface, the stronger the reflection observed on the GPR record. The depth of GPR signal penetration depends on the properties of the subsurface materials and the frequency of the antenna used to collect radar data. The lower the antenna frequency, the greater the signal penetration, but the lower the signal resolution.

GPR data were collected using a Geophysical Survey Systems (GSSI) SIR 20/2000/3000/4000 ground penetrating radar system. GPR data are digitally recorded on the internal hard drive or flash memory of the system. System controls allow the GPR operator to filter out noise, attributed to both coupling noise, caused by conductive soil conditions, spurious noise caused by local EMF fields and internal system noise. For shallow surveys, we use antennas with center frequencies ranging from 2000 to 350 megahertz (MHz). For deeper penetration, we use lower frequency antennas ranging from 350 to 15 MHz, depending on the anticipated depth of the target(s) and the degree of signal penetration. All of these antenna configurations can collect data in continuous mode or as discrete point measurements using signal-stacking techniques. Since there is a tradeoff between signal penetration and resolution, the highest frequency antenna that produces the best quality data is used. In some cases, data are collected with several antenna frequencies.

A.1.2 Data Analysis and Interpretation. The horizontal scale of the GPR record shows distance along the survey traverse. In the continuous data collection mode, the horizontal scale on each GPR record is determined by the antenna speed along the surface. When a survey wheel is used, the GPR system records data with a fixed number of traces per unit distance. The GPR record is automatically marked at specified distance intervals along the survey line. The vertical scale of the radar record is determined by the velocity of the transmitted signal and the recording time window or range. The recording time interval, or range, represents the maximum two-way travel time in which data are recorded. The conversion of two-way travel time to depth depends on the propagation velocity of the GPR signal, which is site specific. When little or no information is available about the makeup of subsurface materials, we estimate propagation velocities from handbook values and experience at similar sites or by CDP velocity surveys with a bi-static antenna.

After completion of data collection, the GPR data are transferred to a PC for review and processing using RADAN® 7 software. When appropriate, we prepare 3D models of GPR data, which can be sliced in the X, Y, and Z directions.
The size, shape, and amplitude of GPR reflections are used to interpret GPR data. Objects such as metallic UST’s and utilities produce reflections with high amplitude and distinctive hyperbolic shapes. Clay, concrete pipes, boulders and other in-situ features may produce radar signatures of similar shape but lower amplitude. The boundaries between saturated and unsaturated materials such as sand and clay, bedrock and overburden generally also produce strong reflections.

A.1.3 Limitations of the Method. GPR signal penetration is site-specific. It is determined by the dielectric properties of local soil and fill materials. GPR signals propagate well in resistive materials such as sand and gravel; however, soils containing clay, ash- or cinder-laden fill or fill saturated with brackish or otherwise electrically conductive groundwater cause GPR signal attenuation and loss of target resolution. Concrete containing rebar or wire mesh also inhibits signal penetration.

The interpreted depths of objects detected using GPR are based on on-site calibration, handbook values, and/or estimated GPR signal propagation velocities from similar sites. GPR velocities and depth estimates may vary if the medium under investigation or soil water content is not uniform throughout the site.

Utilities are interpreted on the basis of reflections of similar size and depth that exhibit a linear trend; however, GPR cannot unambiguously determine that all such reflectors are related. Fiberglass USTs or utilities composed of plastic or clay may be difficult to detect if situated in soils with similar electromagnetic properties, or if situated in fill with other reflecting targets that generate “clutter” or signal scattering and thus obscure other deeper reflectors. Objects buried beneath reinforced concrete pads or slabs may also be difficult, but possible, to detect.

Changes in the speed at which the GPR antenna is moved along the surface causes slight variations in the horizontal scale of the recorded traverse. Distance interpolation may be performed to minimize the error in interpreted object positions. The variation in the horizontal scale of the GPR record may be controlled, to a certain extent, with a distance encoder or survey wheel. The GPR antenna produces a cone-shaped signal pattern that emanates approximately 45 degrees from horizontal front and back of the antenna. Therefore, buried objects may be detected before the antenna is located directly over them. GPR anomalies may appear larger than actual target dimensions.

GPR interpretation is more subjective than that for other geophysical methods. The interpretive method is based on the identification of reflection patterns that do not uniquely identify a subsurface target. Borings, test pits, site utility plans and other ground-truth are recommended to verify the GPR interpretations.

A.2 Precision Utility Locating (PUL)

A.2.1 Description of the Method. HGI uses a Schonstedt MAC-51B, Ditch Witch SUBSITE 950 R/T precision utility locators, and/or a 3M Dynatel 2250 pipe and cable locator for utility location. The locator is a two-part system consisting of a signal transmitter and receiver. In
active mode using the transmitter, utilities are traced by inducing a variety of signals onto exposed portions of conduits and piping. Alternatively, in the absence of convenient exposures, signals can be induced onto the lines by placing the transmitter on the ground above the suspected utility location. The receiver can also be used without the transmitter as a magnetic locator or to detect signal emissions (e.g., 60 Hertz for electric lines) at specific frequencies.

A.2.2 Limitations of the Method. Mapping subsurface objects, pipes, and utilities using a locator depends on recognizing physical phenomena at the ground surface. These phenomena can be electromagnetic waves or magnetic fields that are interpreted as being caused by subsurface objects. These waves or fields, however, can be attenuated and/or distorted by factors including soil moisture, steel reinforced concrete, and proximity to other surface and subsurface utilities. It has been found that vertical depth resolution beyond 5 feet below grade is questionable.

A.3 RTK GNSS Global Positioning System (GPS)

A.3.1 Description of the Method. The RTK GPS system consists of a base (reference) receiver and a roving receiver. The base receiver remains stationary during a survey and is mounted on a tribrach and tripod. A rover receiver is used to record points remotely and can be mounted on a staff, vehicle, or other object. The base provides real-time corrections to the rover over a radio connection. The system can produce accuracy on a centimeter scale, but the level of accuracy depends on factors that include the geometry of the transmitting satellites and the receivers’ view of the horizons. (e.g., the density of buildings and trees). The data can be collected as quickly as 5 Hz or 5 readings per second.

A.3.2 Data Collection and Processing. We perform our GPS surveys using a Sokkia RTK GNSS GRX2. The base station can be set up over a known or unknown point, with the position taken from satellite information. Once the system has achieved a fixed solution for the rover receiver, data points can be collected with survey-grade (centimeter-scale) precision. When GPS points are being collected at a site where the fixed solution is constantly lost and gained, points are checked multiple times for precision. All data points are saved to a Carlson Surveyor 2 field computer.

The GPS data are corrected automatically by the base receiver in the field prior to being recorded. If the base station is located on an unknown point that is later defined, the GPS data can be corrected in the office to fit the real world coordinates.

A.3.3 Limitations of the Method. The quality of the GPS signal is site-specific. The base and rover receiver need to have clear views of the horizon and good satellite geometry to achieve the highest level of accuracy and precision. Although a fixed solution can be achieved in wooded environments or sites with taller buildings, it may take more time to achieve the solutions, the fixed solution may be lost frequently when moving the rover, and in some cases the fixed solution may be wrong. Each of these situations requires longer to locate data points accurately and precisely. When the point is too close to a building, beneath a building overhang, under a
tree, or obscured by some other object, a fixed solution may not be possible.

When the base station is set up over an unknown point, the survey data location can be at least several tens of meters from the real world location. The data points will have survey grade precision relative to the location of the base station and other data points, but will have a real world accuracy discrepancy.

HGI does not guarantee to produce a surveyor-quality map from its GPS data, as this is not its profession. If survey-level accuracy is critical for a project, we recommend hiring professional surveyors for that purpose.
Notes:
1. The base map was created from HGI field notes, grid marks, and GPR results.
2. The "*" symbol indicates the termination of a utility or the inability of the geophysical tool to resolve that utility.
3. An arrow ending a feature indicates the possible continuation of that feature beyond the surveyed limits.
4. Dashed GPR-identified utilities indicate lower confidence in the interpretation of the feature.
5. Values associated with GPR-identified features are depths in feet; these are based on GPR two way travel time velocity conversions and are approximate.
NOTES:
1.) The base map was created from HGI/GIS notes, grid marks, PUL, and GPR interpretations, and the file "160201 loan.pdf" provided by HDR.
2.) The colors on the base map are listed in the legend. All other features are listed in the file listed above and have been grayed.
3.) The locations of utilities and obstructions presented by HDR are a "best fit" to the base map and should be considered approximate. Reference to HGI-located features is recommended.
4.) The "-" symbol indicates the termination of a utility or the inability of the geophysical tool to resolve that utility.
5.) An arrow ending a feature indicates the possible continuation of that feature beyond the surveyed limits.
6.) Dashed GPR-identified utilities indicate lower confidence in the interpretation of the feature.
7.) Values listed with GPR-identified features are depths of GPR-identified features are based on GPR two-way travel time velocity conversions and are approximate.
8.) GPR-identified utilities are categorized based on their proximity to PUL markings and/or surface features (e.g., manholes, catch basins, hydrants, etc.).
9.) The "GPR-Identified - Anomalies Zone" category represents anomalies or anomalous areas with geometry and/or signal strength that stand out from the background GPR signal. The areas may contain multiple individual anomalies that can have causes ranging from changes in the substratum to buried objects.
10.) GPR anomalous zone shapes may vary from those depicted in this report. The shape of each anomaly reflects the general outline that best fits it and may not actually reflect the shape of the potential subsurface obstruction.
11.) Utility information presented on the base map not identified by HDR should be considered as present during any drilling or excavation activities.
12.) HDR recommends a minimum buffer of 2 to 3 feet on either side of utility centerlines and around anomaly extents as indicated on the map due to utility dimensions and inaccuracies from grid creation, data collection, and surveying. We recommend a larger buffer for electric lines, and further that they be turned off prior to excavating. In addition, it should be assumed that utilities that appear to terminate prior to crossing any excavation may actually continue, but could not be traced further. Drilling and/or excavating should proceed with caution.

Plate 2
October 21, 2016 | File 2016059
GPR Interpretation Plot
Exterior of OOTN Kiosk
Cambridge, MA

Hager Geoscience, Inc.
596 Main Street, Woburn, MA 01801
(781) 935-4111 hgi@hagergeoscience.com

NOT ALL SUBSURFACE FEATURES MAY BE DEPICTED ON THIS MAP
NOTES:
1) The left section of the base map was created from the HGI survey extent and the files "14#201-1.dwg" and "_Sta Limits_Section_Surface_GPR" provided by HDR; the right side was created from the HGI field notes, grid marks, interpretation, and the file "_Sta Limits_Section_Surface_GPR" provided by HDR.
2) HGI's contributions to the base map are listed in the legend. All other features are from the files listed above and have been grayed.
3) The locations of utilities and obstructions presented by HGI are a "best fit" to the base map and should be considered approximate. Reference to HGI-located features is recommended.
4) Values listed with GPR-identified features are depths in feet. They are based on GPR two way travel time velocity conversions and are approximate.
5) Utility information presented on the base map not identified by HGI should be considered as present during any drilling or excavation activities.
FOENSIC ROOF SYSTEM EVALUATION
For
The Out of Town News Kiosk
Harvard Square
Cambridge, MA

February 4th, 2016

Prepared for:
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Prepared by:
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PART 1: PROJECT SUMMARY

1.0.0 General

The Out of Town News Kiosk building is located at Zero Harvard Square in Cambridge MA. Formerly known as the Harvard Square Subway Kiosk, the structure was built in 1928 and served as the “headhouse” for the Harvard Square subway station. The architect of record for the distinctive structure was the Boston Elevated Railway. The Kiosk was dismantled and stored off-site during the subway renovation project of 1978 (see photo log pg.12). The structure was re-erected near its original Harvard Square location and subsequently added to the National Register of Historic Places. In 1984 the former subway kiosk was occupied by its current tenant, the “Out of Town News”. The building is currently owned by the City of Cambridge.

The Galante Architecture Studio Inc. (herein referred to as TGAS) has requested that Fulmer Associates LLC conduct a forensic evaluation of the current roof system of the Out of Town Kiosk. The intent and purpose of the evaluation, is to determine the existing condition and remaining service life of the roof system components and identify any areas of water infiltration. The data collected during the forensic evaluation shall serve as the basis for the “summary of conditions” report.

PART 2: PROJECT TEAM

2.0.0 Inspection and Design Development Phases

a. Mr. Yar Laasko:
   Project Manager and point of contact for TGAS.

b. Fulmer Associates LLC:
   Robert Fulmer, Principal: Inspection and report author.
PART 3: ROOF SYSTEM INSPECTION

3.0.0 Inspection Scope and Intent:

a. General:
Robert Fulmer, Principal of Fulmer Associates LLC conducted a forensic inspection and evaluation of the roof system and associated components of the Out of Town News Kiosk, on Thursday February 4th, 2016. The intent of the forensic inspection was to document and evaluate the existing condition(s) of the following principal roof system assemblies:

- Low-Slope Roof System: Flat seam copper roof assembly.
- Steep-Slope Roof System: Standing seam copper roof assembly.
- Copper flashing details.
- Roof drainage system.
- Decorative copper cornice assembly.

b. Inspection Access and Equipment:
Exterior roof access was facilitated by ladder. The access method and inspection equipment were provided by Fulmer Associates LLC. Existing systems conditions were measured, noted and documented with digital photographs by Robert Fulmer.

c. Document Review:
Prior to the roof inspection, TGAS provided Fulmer Associates LLC with the following 1978 project drawing sheets produced by the “Massachusetts Bay Transportation Authority” and labeled “Harvard Square Station”:

3.0.1 Low-Slope Roofing:
(See photos 5, 8, 9, 10, 11, 18, 19, 20, 27 & 28 for documentation).

a. Existing Conditions:
The existing low-slope roof system is a fully soldered, flat seam copper roof, fabricated from 16 oz natural (red), cold rolled copper panels. This system is shown in the 1978 “Renovation Drawings” described in section 3.0.0, item b of this report. The design conformation of this system includes four “quadrants” * located on each corner of the rectangular building, respectively.

* The “quadrants” are identified as “Area A” on the aforementioned 1978 drawings, sheet AD-A801, 21/A801.
Drainage for each roof quadrant is facilitated by a roof deck with a structural pitch to a single three-inch interior drain, located at the base of each valley in the adjacent standing seam copper roof. Perimeter blocking beneath the copper at the eaves of each flat seam roof quadrant, further mitigates roof run-off to the pedestrian access areas below.

Multiple failed solder seams and several "stress fractures" within the copper panels were observed.

Multiple areas of water infiltration within the flat seam copper system were both observed during the inspection and described by the building tenant. The flat seam roof assembly is described in the following section.

b. Test Area # 2:
The Test Area for the flat seam copper system was located adjacent to the eave of the Northwest roof quadrant. The forensic inspection revealed the following roof assembly, listed sequentially from the copper roof to the roof deck:

1. 16 oz. copper panels, fully soldered. The “finished” copper panel dimensions are 35” x 14” (TYP).
2. A single layer of 4# rosin paper (slip sheet).
3. A single layer of 30# felt.
4. CDX sheathing.
5. Solid wood roof deck (3”).

At the sheathing level of the Test Area, stained wood and rusted fasteners were observed, indicating a potential moisture presence.

c. Observations:

1. Thermodynamic Movement:
   Provisions for thermodynamic movement were not designed or installed within the copper roofing systems (i.e. expansion joints, slip joints etc.).

   In addition, the existing flat seam copper panels were fabricated in a confirmation (35” x 14”') that exceeds the industry standards for maximum copper panel size for flat seam copper roofing.

   The result of both issues is that approximately 37 failed solder joints were observed throughout the flat seam copper system, in addition to approximately 9 “stress fractures”. This condition is symptomatic of constricted material movement and a lack of expansion provisions within the copper roof systems. In addition, although the existing copper thickness would support some additional service life, the expansion issues cannot be remediated effectively. As the copper continues to age, the oxidization (a.k.a. patinazation) process thins the copper, causing the material to become increasingly susceptible to stress fractures.
2. Water Infiltration:
   Although, two roof drains are current sources of water infiltration, the primary
   sources are the abovementioned failed solder joints and copper stress
   fractures.
   The leakage issue is exacerbated when the roof drains become obstructed
   and the low slope roofs are flooded.

3.0.2 Steep-Slope Roofing:
(See photos 5, 6, 9, 12, 13, 14, 15, 16, 17, 20 & 22 for documentation).

a. Existing Conditions:
The existing steep-slope roof system is a “double lock”, standing seam, natural
(red), copper roof, fabricated from cold rolled 16 oz copper panels. The standing
seams are located 15” on-center, with height of 1”. This system is shown in the
1978 “Renovation Drawings” described in section 3.0.0, item b of this report.
The design conformation of this system utilizes two cross-axial tunnel vaults*
that bisect the roof laterally on both the north / south and east / west planes.
Drainage for each roof section is facilitated by four valleys that terminate onto the
flat seam copper roof adjacent to a single three-inch interior drain, located at the
base of each valley. Multiple failed solder seams in all valleys and several “stress
fractures” within the copper standing seam panels were observed. The method of
panel attachment utilizes copper clips secured into dimensional wood blocking,
beneath each standing seam.
The standing seam roof assembly is described in the following section.

b. Test Area # 1:
The Test Area for the standing seam copper system was located adjacent to the
low-slope roof within the Northwest roof quadrant. The forensic inspection
revealed the following roof assembly, listed sequentially from the copper roof to
the roof deck:

1. 16 oz. copper standing seam panels, with “double lock”, 1” seams, located
   15” on-center. (TYP).
2. 1 1/2” wood blocking at each standing seam.
3. A single layer of 4# rosin paper.
4. A single layer of 30# felt.
5. A single layer of 1 1/2” EPS (Expanded Polystyrene) insulation.
6. A single layer of 3 mil plastic sheeting.
7. A single layer of 15# felt.
8. Solid wood deck.

* The cross-axial tunnel vaults are identified as “Area B” on the aforementioned 1978 drawings,
sheet AD-A801, 21/A801.
c. Observations:
   1. Thermodynamic Movement:
      Provisions for thermodynamic movement were not designed or installed within the copper roofing systems (i.e. expansion joints, slip joints etc.). The result is that approximately 80% of the solder joints within the four valleys have failed. In addition, approximately 5 “stress fractures” were observed within the standing seam panel assembly. These conditions are symptomatic of restricted material movement and indicate a lack of expansion provisions within the copper roof systems. In addition, although the existing copper thickness would support some additional service life, the expansion issues cannot be remediated effectively. As the copper continues to age, the oxidization (a.k.a. patinazation) process thins the copper, causing the material to become increasingly susceptible to stress fractures.

   2. Water Infiltration:
      Although, test cuts were not made in the copper valleys, the multiple broken solder seams within the valleys are most likely sources of water infiltration.

   3. Thermal Assembly:
      In it’s current configuration, the thermal assembly is problematic. The single layer of 1 1/2” EPS (Expanded Polystyrene) insulation with multiple butt joints in the foam board panels, creates thermal bridging conditions within the assembly.

3.0.3 Roof Drainage System:
(See photos 5, 7, 8, 14 & 28 for documentation)

a. Existing Conditions:
   Drainage for the roof system is facilitated by roof decks with structural pitch to four, three-inch bronze roof drains with three-inch copper, interior drain leaders. The drains are located at the base of each valley within the copper roof system. The copper leaders are encased (possibly in-filled) within limestone and brick chases that extend from just below the soffit to grade. It is presumed that the leaders terminate into the below grade storm water drainage system.

b. Observations:
   On the day of inspection, it was observed that three of the four roof drains were obstructed, causing significant standing water on the corresponding low-slope roof sections. On the East elevation, standing water depth at both drains was in excess of three inches. As described in section 3.0.1, this water accumulation on the low-slope roofs is a current source of water infiltration.
On the day of inspection, the Northeast drain was observed to be leaking below the soffit. The building tenant stated that interior water infiltration occurs at both the Northeast and Southwest roof drains.

3.0.4 **Decorative Copper Cornice Assembly:**
(See photos 21, 22, 23, 24, 25, 26 & 27 for documentation).

a. **Existing Conditions:**
A decorative architectural detail covers the cornice of the building on all elevations. The ornate cornice covering was fabricated from lead coated copper and painted. It attaches to the copper roofing at the eave and terminates at the steel soffit framing, where it is attached with ¼" steel rivets. The cornice assembly is shown in the 1978 “Renovation Drawings” described in section 3.0.0, item b of this report. Sheet A802, Note #1 and detail 5.3/802, specifies that the “Existing lead coated copper roof cornice and blocking to be saved, cleaned and reinstalled…..”
The cornice is currently covered with multiple layers of dark brown paint.

b. **Observations:**
While some portions of the decorative cornice detail are in average condition, some points of attachment to steel framing, lap joints and areas of water infiltration are in poor condition. The points of attachment of the copper cornice to the steel framing, show the corrosive effects of a dissimilar metals reaction. There are no indications of an insulating layer between the two materials. While the lead coating and paint layer help to mitigate the reaction between copper and steel, the lower cornice edge is penetrated by multiple ¼" steel rivets. Excessive oxidization of the lead coated copper was observed in areas of water infiltration into the cornice assembly. In addition, a section of cornice has been damaged on the Southwest fascia.

**PART 4: SUMMARY of CONDITIONS and RECOMMENDATIONS**

4.0.0 **General:**
The conclusions and recommendations contained in this section are based on the observations made and data collected during the forensic roof inspection and evaluated for conformance with applicable code bodies and industry standards.

4.0.1 **Low-Slope Roofing:**
Based on the results of the forensic inspection, the flat seam copper roof system is found to be in failed condition and should be replaced. The absence of thermodynamic provisions has significantly damaged the copper panels.
As a result of the age of the existing copper, there is insufficient material thickness to adequately clean the copper in order to execute solder repairs. In addition, areas of water infiltration from the failed low-slope roof system have saturated the wood roof deck and soffit below. Repairs to those assemblies may be executed during roof replacement, as required.

4.0.2 Steep-Slope Roofing:

Based on the results of the forensic inspection, the standing seam copper roof system is found to be in poor condition and should be replaced. As is the case with the flat seam copper system, the absence of thermodynamic provisions has damaged the copper standing seam panels as well. The age and condition of the copper, precludes the addition of expansion provisions. The thermal assembly should be redesigned and upgraded during the replacement of the standing seam roof system.

4.0.3 Roof Drainage System:

The existing roof drainage system utilizes four, three inch bronze drains that feed into three inch copper leaders. The exterior leaders are encased within brick and limestone chases. Although three inch components are adequate to drain the system, increasing the component diameters to four inch should be considered in light of the volume of organic debris that has obstructed three of four drains within the existing system. However, the possibility exists that the brick and limestone chases could be in-filled with masonry around the copper leaders. This condition should be confirmed in a subsequent inspection.

In addition, all drains should be inspected with a video borescope from the roof to the storm water system, to verify both condition and proper function of the system.

4.0.4 Decorative Copper Cornice Assembly:

The existing decorative cornice assembly is fabricated from lead coated copper. As the original copper roof of the Kiosk was also lead coated copper, it is possible that the existing decorative cornice may be original to the building. It is documented that the existing cornice assembly was salvaged, re-conditioned and re-installed as part of the 1978 renovation project. During the exterior inspection of the cornice, it was determined that the current overall condition of the assembly is Fair. Further examination should be undertaken by removing representative sections of the cornice assembly to determine its interior and attachment point condition. This inspection would provide support for a “restore or replicate” design decision.
4.0.5 Conditions Requiring Confirmation:

As a result of the forensic roof inspection, the following conditions should be confirmed or further investigated, to provide support for the design process:

a. Roof Drainage System:
   All roof drains should be inspected with a video borescope from the roof to the storm water system, to verify both condition and proper function of the system. In addition, all (four) masonry chases should be inspected for masonry in-fill, which may preclude the increase of the drain and leader sizes.

b. Decorative Copper Cornice Assembly:
   An inspection should be undertaken to remove representative sections of the cornice assembly in order to confirm its interior and attachment point condition. This inspection would provide support for a “restore or replicate” design decision. Note: If replication of the cornice is undertaken, a fabricator will require a small cross section of the assembly to facilitate fabrication of the new cornice.

c. Soffit:
   A selective forensic inspection of the soffit should be performed, in order to confirm the condition of the wood and fasteners.
   Note: The focus of this inspection should be on the areas of potential water infiltration damage.

PART 5: EVALUATION CRITERIA and INDUSTRY STANDARDS

The following industry standards, sources and codes, were utilized as criteria in evaluating systems, conditions and methodologies described in this report.

- Revere Copper Inc. “Copper and Commonsense”, 8th edition
- ASTM B370, “Cold Rolled Copper (Roofing)”
- ASTM B32-08, “Solder”
- ICC R903.4, “Roof Drainage”
- ICC R905, 4.3.1. Ice Barrier (Metal Roofs)
Prepared and reviewed by:

Robert Fulmer, Principal, Fulmer Associates LLC
02.25.16

- End of Document -
Out of Town News Kiosk

Photo Log
"The Harvard Square Subway Kiosk, stored off-site during the subway renovation project of 1978"
Photo 1
Out of Town News Kiosk, West elevation

Photo 2
Out of Town News Kiosk, East elevation
Photo 3
Out of Town News Kiosk, North elevation

Photo 4
Out of Town News Kiosk, South elevation
West elevation: Roof drains are located at the base of each valley. Three of four drains are obstructed.

Facing South and showing three obstructed drains. Water infiltration is occurring when failed solder joints within the flat seam copper system are flooded.
Photo 7
Detail of 3" bronze roof drain. Drains on the East and West elevations are leaking at the exterior wall, below the soffits.

Photo 8
Southwest roof drain. All copper drain lines should be “scoped” to determine their interior condition.
Failed solder seam at the low-slope/ steep-slope transition.

West elevation eave: Copper stress failure due to restricted thermal dynamic movement.
Photo 11
West elevation: Solder seam failure in the flat seam copper roof.

Photo 12
Southwest valley: Multiple solder seam failures (TYP).
Photo 13
North elevation: Copper stress failure at the flat seam/standing seam transition.

Photo 14
East elevation: Failed solder seam at a water infiltration site.
Photo 15
Northeast valley: Multiple failed solder seams. Note: “oil-canning” due to lack of thermal movement provisions.

Photo 16
West elevation: Site of Test Area #1, standing seam copper.
Photo 17
West elevation: Test Area #1 Assembly.

Photo 18
North elevation: Site of Test Area #21 flat seam copper.
Photo 19
North elevation: Test Area #2 assembly.

Test Area #2 Assembly:
1. 16 oz Copper
2. 4# Rosin Paper
3. 30# felt
4. CDX Sheathing

Photo 20
Northwest location Test Areas. Note marked locations of failed solder seams.
Photo 21
North elevation: Detail of decorative lead coated copper cornice and steel framing.

Photo 22
North elevation: Detail of transition between the standing seam copper roof and decorative cornice. Note failed solder joint.
Photo 23
North elevation: Detail of decorative cornice attachment to steel framing. Note accelerated oxidization of the lead coated copper cornice and steel rivets due to a lack of dissimilar metals separation.

Photo 24
North elevation: Note decorative cornice deterioration due to water infiltration and a dissimilar metals reaction.
Photo 25
Southwest decorative cornice damage and wood blocking.

Photo 26
West elevation: Decorative cornice detail. Note accelerated oxidization of the lead coating.
Northwest soffit deterioration.

Northwest copper roof drain leader. This detail is source of water infiltration within the masonry chase and was leaking on the day of inspection.
ADDENDUM # 01

SECOND FORENSIC ROOF SYSTEM EVALUATION
For
The Out of Town News Kiosk
Harvard Square
Cambridge, MA

March 31st, 2016

Prepared for:
TGAS
The Galante Architecture Studio
146 Mt. Auburn St.
Cambridge, MA 02138

Prepared by:
Robert Fulmer, Principal
Fulmer Associates LLC
184 Vista View Rd.
North Conway, NH 03860
ADDENDUM # 01;
TO BE ADDED TO THE O.O.T.N. KIOSK ROOF INSPECTION REPORT ENTITLED “FORENSIC ROOF SYSTEM EVALUATION FOR THE OUT OF TOWN NEWS KIOSK” AND DATED FEBRUARY 4TH, 2016

PART 1: SECOND ROOF SYSTEM INSPECTION

1.0.0 Inspection Scope and Intent:

a. General:
   On Thursday March 31st, 2016 Robert Fulmer, Principal of Fulmer Associates LLC conducted a second forensic inspection and evaluation of the roof system and components on the Out of Town News Kiosk. The intent of the second forensic inspection was to evaluate and determine the existing condition(s) of the roof assembly sheathing, soffits and decorative copper cornice.

b. Inspection Access and Equipment:
   Exterior roof access was obtained by ladder. The access method and inspection equipment were provided by Fulmer Associates LLC. The aforementioned system components were measured, noted and documented with digital photographs by Robert Fulmer.

c. Inspection Weather Conditions:
   The weather conditions on the day of inspection were noted as clear, with a temperature of 68 degrees Fahrenheit, with winds from the Southwest at 12 – 23 MPH with gusts to 42 MPH.

1.0.1 Roof system sheathing and soffit:
   (See photos 1, 2, 7, 8, & 9 for documentation).

a. Test Areas #1 and #2:
   Test Areas #1 and #2 were located on the Northwest standing seam copper roof. The test cut for area #1 was located above the existing soffit and revealed the following assembly sequence:
   - 16 oz standing seam copper roof panel.
   - 4# rosin paper.
   - 30# non-perforated, organic asphalt felt.
   - A single layer of 1 ½” EPS (expanded polystyrene) insulation.
   - 15# non-perforated, organic asphalt felt.
   - 3 mil. polyethylene.
   - A single layer of 1 ¾” cedar plank sheathing.
   -
The test cut for area #2 was located above the interior building space. The roof assembly in area #2 was observed to be identical to the assembly in area #1.

b. Roof sheathing configuration:
The 1978 Kiosk construction documents, sheet AD-A802, Details 4-3 and 5-3 indicate that the roof system sheathing shall be “3” nom. Cedar”. This inspection revealed that the as-built (existing) roof sheathing is actually a single layer of 1 ¾” cedar planks. The planks are 4” wide and are joined on both lateral “butted” edges by continuous, 1” wood splines (see photo #9). The cedar sheathing planks extend beyond the exterior walls to form the exposed soffit on all elevations. Above the interior space, the exposed underside of the cedar sheathing forms the finished interior ceiling. The underside of the (exposed) cedar planks show one decorative beaded lateral edge on each plank.

c. Condition observations:
Although the exposed soffit on all elevations displays indications of substantial water infiltration, the cedar soffit and ceiling planks observed in areas available for inspection during this investigation, were found to be in average to good condition, with few indications of significant deterioration. It should be noted however that due to past water infiltration events, the steel support framing for the soffit and cornice assembly show significant oxidization in areas where the cedar is in contact with the steel.

1.0.2 Decorative copper cornice:
(See photos 3, 4, 5, 6 &10 for documentation).

a. Test area #3:
Test area #3 was located on the North elevation cornice and selected to provide access to the interior of the decorative copper cornice assembly to assess the condition of the cornice and it’s structural support system. The existing cornice assembly was salvaged from the building and re-installed as part of the 1978 restoration project.

b. Cornice configuration:
The cornice is custom fabricated in two sections, from 16 oz lead coated copper and formed into a decorative configuration with dentil moulding accents. The cornice is joined and soldered to the copper roof panels along it’s top edge. Continuous cedar and pine blocking provide attachment for the cornice profile, while the lower edge of the copper cornice returns approximately 4 ¾” along the soffit and is riveted to the continuous outer cornice steel support angle, using
steel rivets. The exposed “face” of the copper cornice is covered with multiple layers of paint.

c. Condition observations:
When the cornice assembly was exposed during the test cut in area #3, it was observed that the interior cornice assembly (wood blocking and steel framing) was saturated. It was also observed that the horizontal leg of the outer steel angle frame was significantly oxidized (see photo 5) due to the conditions of water infiltration, exacerbated by a dissimilar metals reaction between the steel and the copper cornice cover. The steel angle frame in this location has lost approximately 75% of its material thickness due to oxidization. No insulating materials were observed between the copper and steel frame. While the lead coating on the copper and paint layers help to mitigate the reaction between the copper and steel components, multiple steel rivets penetrate the lower copper cornice covering.

Heavy oxidization of the steel framing was observed adjacent to the test area and sporadically throughout the other elevations.
The steel angle cornice frame in the Northeast quadrant requires replacement.

While some portions of the decorative copper cornice covering were found to be in average condition, a number of points of attachment to steel framing, lap joints and areas of water infiltration are found to be in poor to failed condition.

Moderate to heavy oxidization of the lead coated copper was observed in areas of water infiltration and on the interior side of the cornice assembly in the test area. In addition, a section of cornice has received mechanical damage on the Southwest fascia.

Existing conditions indicate little remaining service life for the copper cornice covering. It is therefore recommended that the existing cornice be replicated and replaced during the upcoming restoration project.

Prepared and reviewed by:

Robert Fulmer, Principal, Fulmer Associates LLC
03.31.16

- End of Document -
Test Areas #1 and #2, Northwest elevation. T.A. #1 is located above the soffit, while T.A. #2 is located above the interior ceiling.

Test area #1 and #2 after waterproof repairs. Sheathing was observed to be 1 ¼” x 4” cedar planks.
Photo 3
Cornice test area on the Northwest elevation.

Photo 4
Cornice test cut. Note cedar support blocking and significant oxidization of copper cornice.
Photo 5
Cornice attachment point. Note substantial oxidization of the horizontal leg of the steel cornice angle. The steel has lost 75% of its thickness in this location.

Photo 6
Significant oxidization due to a dissimilar metals reaction and water infiltration.
Soffit at the Northeast elevation. Although evidence of water infiltration exists, the cedar soffit was found to be in average condition.

East elevation soffit showing oxidization of the steel frame due to water infiltration.
Photo 9
Soffit detail showing 1 3/4" x 4" cedar plank with spline joints and beaded on the exposed face.

Photo 10
North elevation showing stress fractures at the copper cornice/roof juncture, due to a lack of thermodynamic provisions.
Requested NR/NHL Program Resource Name and Reference Number

Harvard Square Subway Kiosk 78000290

Requested Documentation

Nomination Text X Photographs X Maps X Correspondence ________

Please note that only the requested documentation denoted above was scanned. This documentation was scanned in the original order found within the folder. Additionally, the scans represent the condition in which the materials were originally stored.

Heidi Charles 3/9/2016

Fulfilled By Date
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

NATIONAL REGISTER OF HISTORIC PLACES
INVENTORY -- NOMINATION FORM

SEE INSTRUCTIONS IN HOW TO COMPLETE NATIONAL REGISTER FORMS
TYPE ALL ENTRIES -- COMPLETE APPLICABLE SECTIONS

1 NAME

HISTORIC

Harvard Square Subway Kiosk

AND/OR COMMON

Same

2 LOCATION

STREET & NUMBER

Massachusetts Avenue, Corner of Boylston Street

CITY, TOWN

Cambridge

STATE

Massachusetts

3 CLASSIFICATION

CATEGORY

DISTRICT

BUILDING(S)

STRUCTURE

SITE

OBJECT

OWNERSHIP

PUBLIC

PRIVATE

BOTH

PUBLIC ACQUISITION

IN PROCESS

BEING CONSIDERED

STATUS

OCCUPIED

UNOCCUPIED

WORK IN PROGRESS

ACCESSIBLE

YES: RESTRICTED

YES: UNRESTRICTED

NO

PRESENT USE

AGRICULTURE

COMMERCIAL

EDUCATIONAL

ENTERTAINMENT

GOVERNMENT

INDUSTRIAL

MILITARY

OTHER:

4 OWNER OF PROPERTY

NAME

Massachusetts Bay Transit Authority

STREET & NUMBER

45 High Street

CITY, TOWN

Boston

STATE

Massachusetts, 02110

5 LOCATION OF LEGAL DESCRIPTION

COURTHOUSE

Middlesex County Registry of Deeds

REGISTRY OF DEEDS, ETC.

STREET & NUMBER

128 Third Street

CITY, TOWN

Cambridge

STATE

Massachusetts, 02141

6 REPRESENTATION IN EXISTING SURVEYS

TITLE

Survey of Architectural History in Cambridge Inventory of the Historic Assets of the Commonwealth

DATE

1973

DEPOSITORY FOR SURVEY RECORDS

Cambridge Historical Commission

Massachusetts Historical Commission

CITY, TOWN

Cambridge

Boston

STATE

02139

Mass. 02108
The Harvard Square Subway Kiosk is located on a traffic island at the intersection of Massachusetts Avenue, Brattle and Boylston Streets in Cambridge, a bustling commercial center. Because of the use and location of the site, it is often congested, and the Kiosk itself is partially obscured by telephone booths, vending machines and informal newstands.

Attributable only to an anonymous Boston elevated streetcar railway engineer, the building is clearly derivative of contemporary industrial design. The dominant element is the broad copper-clad roof composed of cross-axial tunnel vaults. Flat sections filling each corner complete the rectangular plan. The deeply extended eaves reveal wooden soffit and shallow rafters. The two stairwells to the subway area are enclosed by twin pavilions, one 15' x 15'6" and the other 12' x 15'6". Both have corner posts of alternating limestone blocks and brick, infilled on three sides with steel factory sash above low brick walls. The basement is constructed of fine polished granite.

Curvilinear iron detail at the entrance and the imaginative profile of the roof are the sole decorative elements of the uncluttered composition.
Harvard Square is a center of transportation, commercial and academic activity, and university and community interaction in Cambridge. The Square is bisected by Massachusetts Avenue, a major commercial thoroughfare flanked by the confines of Harvard Yard on one side and a complex system of small commercial streets on the other. Harvard Square is the point of intersection between this edge and the major secondary commercial streets in the area.

The simple MBTA Kiosk serves as an internationally recognized symbol for the Square. At previous times in history, freestanding structures occupied the site and identified the Square. From 1708-1758 a courthouse stood there, and during the early 19th century a markethouse occupied the same site.

Beyond its traditional role as a focus for Harvard Square, the Kiosk is representative of the acceptance of straightforward industrial design as a legitimate component of modern architecture. The Kiosk is particularly significant in this regard because of its prominent location in a busy commercial area; most contemporary examples were isolated in industrial and urban fringe areas.

A landmark in Harvard Square since 1928, the Kiosk remains a single stable element in an environment of continual change.
MAJOR BIBLIOGRAPHICAL REFERENCES


GEORGRAPHICAL DATA

ACREAGE OF NOMINATED PROPERTY .03 acres

UTM REFERENCES

A'1.9] 3254.8] 4693'2.0] B
ZONE EASTING NORTING
C D

VERBAL BOUNDARY DESCRIPTION

LIST ALL STATES AND COUNTIES FOR PROPERTIES OVERLAPPING STATE OR COUNTY BOUNDARIES

STATE CODE COUNTY CODE

STATE CODE COUNTY CODE

FORM PREPARED BY

NAME / TITLE Blaine Mallory & Joseph Orfant, National Register Editor (Allison Crump, Cambridge Historical Commission)

ORGANIZATION Massachusetts Historical Commission

STREET & NUMBER 294 Washington Street

CITY OR TOWN Boston

STATE Massachusetts, 02108

STATE HISTORIC PRESERVATION OFFICER CERTIFICATION

THE EVALUATED SIGNIFICANCE OF THIS PROPERTY WITHIN THE STATE IS:

NATIONAL ___ STATE ___ LOCAL X

As the designated State Historic Preservation Officer for the National Historic Preservation Act of 1966 (Public Law 89-665), I hereby nominate this property for inclusion in the National Register and certify that it has been evaluated according to the criteria and procedures set forth by the National Park Service.

STATE HISTORIC PRESERVATION OFFICER SIGNATURE Elizabech Rea Amason DATE 6/27/77

TITLE Executive Director, Mass. Historical Comm.

FOR NPS USE ONLY

I HEREBY CERTIFY THAT THIS PROPERTY IS INCLUDED IN THE NATIONAL REGISTER

DIRECTOR, OFFICE OF ARCHAEOLOGY AND HISTORIC PRESERVATION

ATTEST:

KEEPER OF THE NATIONAL REGISTER

DATE 7/20/78

DATE 6/27/77
Conversation w/ Joseph Orfante: MBTA is extending redline & wants to demolish or alter kiosk. LBF 1/24/78

FRANKLIN

ARCHITECTURAL HISTORIAN
J. Gilmore
11/22/77
Accept

To: HISTORIAN

ARCHAEOLOGIST

HAER
Inventory
Accept
Review 1/29/78

REVIEW UNIT CHIEF
1/28/78

BRANCH CHIEF

accept

National Register Write-up 3.7.78
Send-back 3.7.78
Federal Register Entry 3.7.78
Re-submit 3.7.78

United States Department of the Interior National Park Service WASO No. 7
Harvard Square Subway Kiosk
Cambridge, Massachusetts
1977
Charles M. Sullivan
Cambridge Historical Commission
57 Inman Street
Cambridge, Mass. 02139
Photo #1972
Looking southeast from above.

Harvard Square M.B.T.A. Kiosk
View southeast from above
Photo: Charles M. Sullivan, 1-77
Cambridge Historical Commission

JUL 6 1977

JAN 30 1978
Harvard Square Subway Kiosk
Cambridge, Massachusetts
1977
Charles M. Sullivan
Cambridge Historical Commission
57 Inman Street
Cambridge, Mass. 02139
Photo #272
Looking northeast from head of Boylston Street

Harvard Square M.B.T.A. Kiosk
View northeast from head of Boylston
Photo: Charles M. Sullivan, 1-77
Cambridge Historical Commission

JUL 6 1977
JAN 30 1978
### Inventory No: CAM.901

#### Historic Name:
Harvard Square Subway Kiosk

#### Common Name:
MBTA Survey Phase I

#### Address:
Massachusetts Ave
Massachusetts Ave and Boylston St

#### City/Town:
Cambridge

#### Village/Neighborhood:
Old Cambridge; Harvard Square

#### Local No:
RL-CA 104-003

#### Year Constructed:

#### Architect(s):

#### Architectural Style(s):

#### Use(s):
Rail Station

#### Significance:
Architecture; Transportation

#### Area(s):
CAM.G: Cambridge Multiple Resource Area
CAM.AM: Old Cambridge Historic District
CAM.BG: Harvard Square Historic District

#### Designation(s):
Local Historic District (6/23/1986); Nat'l Register District (4/13/1982); Nat'l Register Individual Property (1/30/1978); Nat'l Register MRA (4/13/1982)

#### Building Materials(s):

---

The Massachusetts Historical Commission (MHC) has converted this paper record to digital format as part of ongoing projects to scan records of the Inventory of Historic Assets of the Commonwealth and National Register of Historic Places nominations for Massachusetts. Efforts are ongoing and not all inventory or National Register records related to this resource may be available in digital format at this time.

The MACRIS database and scanned files are highly dynamic; new information is added daily and both database records and related scanned files may be updated as new information is incorporated into MHC files. Users should note that there may be a considerable lag time between the receipt of new or updated records by MHC and the appearance of related information in MACRIS. Users should also note that not all source materials for the MACRIS database are made available as scanned images. Users may consult the records, files and maps available in MHC’s public research area at its offices at the State Archives Building, 220 Morrissey Boulevard, Boston, open M-F, 9-5.

Users of this digital material acknowledge that they have read and understood the MACRIS Information and Disclaimer (http://mhc-macris.net/macrisdisclaimer.htm)

Data available via the MACRIS web interface, and associated scanned files are for information purposes only. THE ACT OF CHECKING THIS DATABASE AND ASSOCIATED SCANNED FILES DOES NOT SUBSTITUTE FOR COMPLIANCE WITH APPLICABLE LOCAL, STATE OR FEDERAL LAWS AND REGULATIONS. IF YOU ARE REPRESENTING A DEVELOPER AND/OR A PROPOSED PROJECT THAT WILL REQUIRE A PERMIT, LICENSE OR FUNDING FROM ANY STATE OR FEDERAL AGENCY YOU MUST SUBMIT A PROJECT NOTIFICATION FORM TO MHC FOR MHC'S REVIEW AND COMMENT. You can obtain a copy of a PNF through the MHC web site (www.sec.state.ma.us/mhc) under the subject heading "MHC Forms."

Commonwealth of Massachusetts
Massachusetts Historical Commission
220 Morrissey Boulevard, Boston, Massachusetts 02125
www.sec.state.ma.us/mhc

This file was accessed on:
1. Town: Cambridge

Address: Massachusetts Ave, at Boylston St.

Name: Harvard Square Kiosk

Present use: Superstructure will be entrance kiosk MBTA

Present owner:

3. Type of structure (check one)

- bridge
- canal
- dam
- fort
- gate
- kiln
- lighthouse
- other: subway kiosk


5. Description

Date: 1928

Source: Co-Operation May, 1928

Construction material: wood, lead covered copper

Dimensions:

Setting: Will cover island entry at surface

Condition: Restorable

6. Recorded by: Architectural Preservation Associates

Organization: MBTA

Date: April 1984
7. Original owner: Commonwealth of Massachusetts

Original use: subway entrance kiosk

Subsequent uses (if any) and dates:

8. Historical significance.

The site of the Harvard Square Station is one of central importance in the development of Cambridge. Near it from 1708-1758 stood a courthouse; in the early 19th century a markethouse occupied the site. Horsecars stopped at about this place after 1854 using a rail system. In 1912 it became the western terminus of the Cambridge-Main St. subway, the Boston side of which, called the Cambridge Extension, then terminated at the newly built station of Park St. Under. The route made intermediate stops at Central and Kendall Squares, and, except for a portion crossing the Charles River and extending until the Beacon Hill Tunnel, it was entirely underground. The Cambridge section was built and owned, until it was sold to the Commonwealth in 1920, by the Boston Elevated Railroad Co. It formed a second major trunk line in the Metropolitan area. Crossing at right angles to the Tremont St subway, its function was to collect passengers at outlying points for distribution to inner-city stations.

Harvard Sq. Station was called at the time it opened the "most interesting station in the subway." (1) It was designed to separate incoming and outgoing subway passengers, and to integrate subway and trolley car systems. This was accomplished by means of inclined passageways leading to an underground surface car facility at an intermediate level, with exit ramps at opposite ends of the station. Because this work involved the relocation of Harvard University property, an advisory commission of the most prominent Boston architects was formed to advise the railway, with the firm of Peabody and Stearns doing the actual design work of the Massachusetts Ave. portal.

In the mid '20s the Harvard Sq. Businessmens' Assoc. and others successfully lobbied for a smaller headhouse, as the original structure was too large, and obstructed the increasingly high volume of auto traffic in the square. The new kiosk, built on the original site, served the same function of sheltering the entry/exit stairway, but was smaller and more contemporary in design.

9. Bibliography and/or references

Boston Elevated Railway Co. Co-Operation. May, 1928
National Register Nomination.
Indicate each item on inventory form which is being continued below.

Influenced by the industrial design of the period, the structure had a broad copper-clad roof in the form of cross-axial tunnel vaults with flat sections filling each corner to complete a rectangular plan.

All of the original Harvard Sq. Station will be demolished in the Red Line Extension, begun in 1976. However, the 1928 kiosk will be reinstalled at about its original site. The landmark is listed on the National Register of Historic Places. The station, when completed, will return to several of the early concepts: stacked track, integrated underground-surface systems below street level, and flat surface finish.
FORM F - STRUCTURE

MASSACHUSETTS HISTORICAL COMMISSION
Office of the Secretary, State House, Boston

2. Photo (3x3" or 3x5")
   Staple to left side of form
   Photo number

3. Type of structure (check one)

   bridge
   canal
   dam
   fort
   gate
   kiln
   lighthouse
   pound
   powder house
   street
   tower
   tunnel
   wall
   windmill
   other
   FREE STANDING PAVILION

5. Description
   Date
   Source
   Construction material
   Dimensions
   Setting
   Condition

6. Recorded by
   Organization
   Date

DO NOT WRITE IN THIS SPACE
USGS Quadrant
MHC Photo no.

FOR DETAILED INFO SEE NR FILE

CAM. 901
901

In Area no. 6, AB

[Other information]
7. Original owner (if known) 
   
   Original use
   
   Subsequent uses (if any) and dates
   
8. Historical significance.

9. Bibliography and/or references such as local histories, deeds, assessor's records, early maps, etc.
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
WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. □ Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal submission.

   OR

2. □ This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors must certify each of the following:

3. □ Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.
4. Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 et seq. within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year’s gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

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

______________________________________________
(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 et seq. in conspicuous places. This notice can be found at http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf

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
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 yea and nay 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:

   (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.
ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

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

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:

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 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, but does not include a Covered Building Services Employer.

(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, other than a Covered Building Service Employee, 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.

(j) “Covered Building Service Employee” means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) “Building Services” or “Building Service Work” means work performed in connection with the cleaning of buildings and security guard services.

(l) “Covered Building Service Contract” means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) “Covered Building Service Contractor” or “Covered Building Service Employer” means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) “Standard Compensation” has the meaning stated in Section 2.121.040.

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 “Standard Compensation”
(a) **Applicability.** Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) **Standard Compensation** shall include the standard hourly rate of pay for the relevant classification.

(c) **Amount.** (i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

1. The Living Wage rate as defined in 2.121.030; or

2. the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

1. The Living Wage rate as defined in 2.121.030; or

2. the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

3. the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

1. the previous hourly rate of pay increased by the annual percentage difference between the current **Boston-Lawrence-Salem, MA - NH** Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

2. the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

1. the previous hourly rate of pay increased by the annual percentage difference between the current **Boston-Lawrence-Salem, MA - NH** Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

2. the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid
leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) “Standard Benefits for security guards” shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, “benefits” shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee’s behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason.

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less that equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2.121.050 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. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(b) **General Waivers.** Waivers may be granted where application of this Chapter to a
(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;
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.

**2.121.060 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.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.
All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements. Covered employers and Covered Building Service 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 and notice of the Standard Compensation 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, or a Covered Building Service Contract, 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 or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
4. a list of Covered Employees and Covered Building Service 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.

(g) **Payroll reporting.** Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer’s payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) **Transitional Employment Period.** The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional
employees.

2.121.080 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.

2.121.090 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 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.

2.121.100 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.

2.121.110 Effective Date.

This law shall be effective sixty (60) after final passage.

Passed to be ordained by a yea and nay vote:-
Yeas 9; Nays 0; Absent 0; Present 0.
Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

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 1st 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.

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.

For calendar year 2015 the CPI-U increased by .06% Therefore the new living wage, as of March 1, 2016 is $15.04.

For calendar year 2016 the CPI-U increased by 1.47% Therefore the new living wage, as of March 1, 2017 is $15.26.
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 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 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 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.


3.6.13.1. 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.


3.6.19.1. 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

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Date: Thursday, September 21, 2017 @ 11:00 AM

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, 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 **Designer**’s services. The **City** 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:

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

______________________________
Louis A. DePasquale
City Manager

APPROVED AS TO FORM:

______________________________
Nancy E. Glowa
City Solicitor

DESIGNER

______________________________
Signature

By:

______________________________
Print Name and Title

Joan E. Dillon
Acting Purchasing Agent
APPENDIX A
APPENDIX B

SCHEDULE OF PERFORMANCE OF THE DESIGNER
## APPENDIX C

### COMPENSATION FOR ADDITIONAL SERVICES

<table>
<thead>
<tr>
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<th>Out-of-Court</th>
<th>In Court</th>
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<td>Witness Fee</td>
<td>$____________</td>
<td>$_________</td>
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APPENDIX E

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APPENDIX F

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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**

<table>
<thead>
<tr>
<th>NAME</th>
<th>REGISTRATION NUMBER</th>
<th>EXPIRATION DATES</th>
</tr>
</thead>
</table>
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)