

City of Cambridge

Purchasing Department

Cynthia H. Griffin
Purchasing Agent

January 13, 2011

Dear Applicants:

The City of Cambridge seeks the services of an accomplished urban design/planning team to assist in focusing our vision for future development. This is a special opportunity for the Cambridge community to look afresh at growth opportunities in Kendall Square—a worldwide hub of innovative thinking in high tech and life sciences—and Central Square—the historic heart of this incredibly diverse and active City. Finding ways to improve the connection between these two important centers is also part of the charge.

The chosen Consultant Team will work closely with City staff and representatives from all sectors of our community, both to evaluate major new projects that appear to be imminent, and to think of ways to ensure that our community's vision is as lively and forward-thinking as possible.

We welcome proposals from exceptional teams with successful experience in place-making and creating effective strategies for growth in already densely built-up cities. The goal of the work will be to help our community make the most of our exciting future as it unfolds over the next decade. Please tailor your proposals to address the challenges outlined in the RFP. The degree to which you clearly and effectively describe your approach to our particular situation will be a test of your effectiveness as our consultant.

We appreciate very much your interest in this work, and look forward to reviewing your proposal.

Sincerely,

Cynthia H. Griffith
Purchasing Agent



FILE NO. 5379

**REQUEST FOR PROPOSALS FOR A CONSULTANT FOR URBAN DESIGN/PLANNING OF THE
CENTRAL AND KENDALL SQUARE AREA - CITY OF CAMBRIDGE, MASSACHUSETTS**

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, February 3, 2011** for providing the following services to the City of Cambridge:

The City of Cambridge is seeking proposals from a team of qualified consultants to assist the City of Cambridge in conducting a comprehensive urban design/planning study for the Central and Kendall Square area.

Copies of the Request for Proposal may be obtained at the Office of the Purchasing Agent on and after **Thursday, January 13, 2011** from 8:30 a.m. to 8:00 p.m. on Mondays, Tuesday through Thursday from 8:30 a.m. – 5:00 p.m., and Fridays from 8:30 a.m. to noon.

There will be a pre-proposal meeting on Friday, January 21, 2011 at 9:00 a.m. in the Ackerman Room, 2nd floor, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. Proposers are strongly encouraged to attend the pre-proposal meeting.

This bid may be downloaded from the City's website, www.cambridgema.gov, Online Services, Current Bid List, Design RFP.

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. The City of Cambridge has established or will establish prior to negotiations a not-to-exceed fee.

There must be no mention of the applicant's fee in the proposal. Any mention of the fee will subject the proposal to rejection.

Questions concerning the Request for Design Services must be submitted in writing by **5:00 p.m. on Monday, January 24, 2011** to Cynthia H. Griffin, at the address above or by fax (617-349-4008).

Answers will be sent to all vendors who have registered on the City's website as having downloaded the RFP. Answers will also be posted on the City's website.

One original and ten (10) copies of the proposal marked " Consultant for Urban design/planning Services for the Central and Kendall Square area" must be received by Cynthia H. Griffin, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge prior to 11:00 a.m., **Thursday, February 3, 2011**. 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.

Cynthia H. Griffin
Purchasing Agent

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

INSTRUCTIONS TO APPLICANTS

CONTENT 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 Proposals; demonstrate the previous relevant experience of the applicant; have a table of contents or easily discernible, labeled sections; and contain exceptions, if any, to the Agreement attached hereto.

Each proposal must contain, at minimum, the following documents: DSB-2005 Form; résumés of all persons participating in the Project, including, but not limited to, the principals and consultants; and financial information. A proposal, which does not provide the information and documentation requested or suggested, may be deemed nonresponsive and thereafter rejected.

SUBMISSION OF THE PROPOSAL: Each original proposal (marked "ORIGINAL" on the sealed package) along with the number of additional copies set forth in the advertisement for Request for Proposals must be delivered to Cynthia Griffin, Purchasing Agent, City of Cambridge Purchasing Department, 795 Massachusetts Avenue, Third Floor, Cambridge, MA 02139 no later than the date and time set forth in the advertisement and in the manner set forth therein. 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, unless the proposals are received by the Purchasing Department by the deadline for receipt of proposals.

QUESTIONS AND CLARIFICATIONS: Any questions or requests for clarification must be submitted in writing to the Purchasing Agent no later than 5:00 p.m. on Monday, January 24, 2011. Addenda will be sent to all vendors who have registered on the City's website as having downloaded the RFP. Answers will also be posted on the City's website.

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.

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 RFP is cancelled, whichever occurs first. The City reserves the right to reject any and all proposals, or portions thereof.

ADDENDA

Addenda will be sent to all vendors who have registered on the City's website as having downloaded the RFP. Answers will also be posted on the City's website.

INCORPORATION BY REFERENCE

The following documents are incorporated by reference into this RFP as if fully rewritten herein: the advertisement for the RFP, the City of Cambridge Designer Selection Procedures, M.G.L. c. 7, §§38A 1/2 through O, and M.G.L. c. 149, §44C.

GENERAL TERMS AND CONDITIONS

The Agreement for this project will be between the City and the successful applicant and will be administered by the department designated in the advertisement.

The general terms and conditions of the Agreement between the City and the successful applicant are set forth in the attached Agreement which is incorporated by reference herein.

SELECTION CRITERIA

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

SELECTION PROCESS

All proposals will be reviewed by the Designer Selection Committee ("the Committee"). The Committee will select a minimum of three (3) applicants to be interviewed ("the short list"). The Purchasing Agent will notify all applicants of the names of the applicants selected for the short list.

The short-listed applicants will be notified, either by mail, fax, 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 selected by the City Manager will be notified either by mail, fax, or telephone of the selection. If the fee is to be negotiated, the selected applicant will be instructed by the Purchasing Agent to submit to the City Manager a fee proposal by a certain date. 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 RFP 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 appropriate number of contracts and submit them to the successful applicant for signature. Upon receipt of the executed contract and all other required documents, the City will have the contracts signed by the appropriate City officials and process a purchase order. Unless otherwise stated, the issuance of the purchase order is tantamount to a Notice to Proceed, at which time the successful applicant will be expected to begin work under the contract.

SECTION I: SCOPE OF SERVICES

The City of Cambridge is seeking proposals from a team of qualified consultants to assist the City of Cambridge in conducting a comprehensive urban design/planning study for the Central and Kendall Square area. The Consultant Team will assist the City in determining steps—through urban design, zoning, retail analysis, transportation planning, and design review—to reinforce the strong individual character of each Square while making better connections between them, especially along Main Street to Massachusetts Avenue. The Consultant Team should have an extensive record of successful large-scale planning and urban design projects that address issues of land use, retail analysis and implementation, housing in mixed-use districts, and the integration of campus and business areas; familiarity with the Cambridge context is essential.

1. Goals of the Consulting Project

Over the last few decades, Central Square has become an ever more important center for the four neighborhoods that surround it, as well as for Cambridge as a whole. At the same time, Kendall Square has been transformed from a former industrial area to a world-renowned center for biotech and high tech research. An appendix to this RFP entitled “Central and Kendall Squares: History Relevant to 2010 RFP” has a chronological description of many of the important policies and actions in those urban transformations.

Central Square

Central Square is a vibrant retail district directly adjacent to the Cambridgeport, Area 4, Riverside and Mid-Cambridge neighborhoods. The district is at the northwest end of the MIT campus and also abuts University Park. Central Square features a number of food and entertainment venues that attract residents and visitors regionally, and at its core physically carries forward a rich legacy of buildings reflecting its past. The square has been the focus of several infrastructure projects and planning studies over the last 30 years.

Kendall Square

Despite having a number of new developments in recent years, including several research and academic facilities on the MIT campus and improved access to the Charles River, and having begun to create multiple nodes of activity, Kendall Square has no defined center. What Kendall Square does have, however, is a large daytime population and an emerging residential population supported by a cluster of biotech and high-tech businesses, and a number of large property owners who are willing to come together to develop a common vision. It also has the capacity to absorb new development without the constraints that would have resulted from a large inventory of historic buildings. Kendall Square infrastructure improvements have occurred in some, but not all, areas over the past twenty years.

The Transition Area

These two squares have in common excellent access to public transportation, nearby density in both student and residential neighborhoods, and proximity to MIT. These assets should continue to support future growth in each area. The Squares each have significant growth potential and each could benefit from better connections to the other. The area where Main Street intersects with Massachusetts

Avenue, known as Lafayette Square, and its urban context including the area along Main Street east of Lafayette Square, is herein referred to as the Transition Area. The development of the Transition Area can help make it easier for users to flow from one Square to the other, with an increasingly interesting and active urban streetscape and retail environment. There are several new and proposed projects that have the potential to help activate this area, including the growing presence of Novartis and the planned new building sponsored by Forest City Enterprises. Recommendations for how to realize that potential will be expected from the Consultant Team.

Peer Review Leading to a Focused Vision

This project is intended to focus on the many current plans that are in varying states of readiness with a view towards creating as much synergy as possible among them, to look for any missing opportunities within each square or between the two of them that could be turned into positive attributes, and to help create a coordinated process of review and implementation. Thus, there is a strong element of peer review in the services to be rendered by the Consultant Team, with emerging plans for various sites needing consideration as to how they relate to other neighboring plans that are being formulated more or less simultaneously. Several of the plans will need new zoning, and peer review by the Consultant Team will be an important component of the work under this contract.

Other tasks will include reassessment and refinement of development principles for each area. There are a range of relevant guidelines and plans (see appendix) for each area spanning the last few decades, including some in the last few years; this is an appropriate time to take a fresh look at those guiding principles not only for each area unto itself, but also to look for ways to bring about a more complete interconnectivity of the two.

2. Structure of the Consulting Project

The Consultant Team will be guided by the Community Development Department, and will advise new advisory committees to be appointed by the City Manager for each square—the Kendall Square Advisory Committee: 2011 and the Central Square Advisory Committee: 2011 (distinct from the standing Central Square Advisory Committee, which is mandated by the Central Square Overlay District in the zoning). While the goal is to move the project along as expeditiously as possible, the process may take up to a year. After an initial series of briefings by the Department to explain the background and context for the project, work will proceed in two phases. The City expects that this project as specified will be finished at the completion of the specified phases however the City reserves the right to add additional phases if necessary and to negotiate a fee for such additional work.

PHASE A: Focusing the Vision for Kendall Square and the Transition Area

The Consultant Team will begin its work in Kendall Square, where several infrastructure projects are in various stages of planning and design. Broadway between Third and Ames Streets is being designed by Weston & Sampson Consultants and is currently at the 75% design stage. (For further information, see <http://www.cambridgema.gov/theworks/cityprojects>). The project is being funded by MassDOT and is anticipated to go out to bid in the fall of 2011. HDR Consultants and Klopfer-Martin Design, herein referred to as the Kendall Square / Main Street Team, are under contract with the City to provide design services for the Kendall Square – Main Street (Ames to Wadsworth streets) project. The Kendall Square / Main Street Team's scope of work will build on the Vision process and transition into more detailed design of bicycle facilities, pedestrian crossings, vehicular traffic flow, parking, street trees, landscaping and lighting improvements. Both the Design Consultants and the Kendall Square / Main Street Team will meet regularly with the new Kendall Square Advisory Committee: 2011.

As the Kendall Square / Main Street Team is under contract to analyze traffic impacts of possible changes to the Kendall Square roadway network, that team is prepared to work with the Consultant Team to review transportation alternatives and impacts. To avoid duplication of efforts, the Consultant Team will submit scenarios for analysis by the Kendall Square / Main Street Team under the guidance of the City.

Among the important dynamics and potentials to recognize in Kendall Square are

- An emerging proposal by MIT, which requires new zoning to create a significant mixed-use center in a series of buildings according to a plan that has an emphasis on bringing more liveliness to the area;
- The last several buildings designed for the Boston Properties/Cambridge Redevelopment Authority "Cambridge Center" project;
- The nearby Cambridge Research Park project, which has three buildings yet to build out of eight permitted; and
- The Alexandria project along Binney Street, which has recently been permitted but is not yet under construction.
- Potential changes to the traffic configuration of the Third / Broadway Main Intersection. The intersection currently provides a connection from eastbound Broadway to westbound Main Street, but all other moves are prohibited. The City has a strong desire to enhance future Urban Ring bus operations by providing a bus cut-through from southbound Third Street to westbound Main Street. Other members of the community have expressed support for other options at this intersection, ranging from maintaining existing operations to reconnecting all legs of the intersection. Modifications to this intersection may have a profound impact on Kendall Square and beyond.
- Potential for housing opportunities, considering a variety of housing types.

Importantly, the Consultant Team will also deal in PHASE A with the Transition Area, where it will be important to understand and review

- A plan by Novartis for a major new building which may require new zoning , and
- Forest City's plan for a new building on Mass Ave just north of University Park, which requires new zoning.

The fact that several of these new initiatives require rezoning means that there will be a series of hearings at both the City Council and the Planning Board to consider the merits of the proposals. The work being performed under this contract is intended to be useful in those hearing processes.

PHASE B: Focusing the Vision for Central Square and the Transition Area

The Consultant Team will then turn its focus to Central Square, working with the Community Development Department and the new Central Square Advisory Committee: 2011. A separate "Red Ribbon Committee" established by the City Council has been considering a wide range of issues relating to the future of Central Square over the last few months, and will be producing its findings mid-summer 2011, to be coordinated with the beginning of PHASE B of this work.

On the western side near City Hall and the MBTA Station, important dynamics to recognize include the need to strengthen the traditional heart of the Square. The construction under the City's Western Avenue project stops short of the main intersection of Western Avenue with Massachusetts Avenue, although there are conceptual plans for that area near the MBTA bus shelters; it will be useful to consider those conceptual plans as part of the review of the Central Square public realm. On the

eastern side, the plans for the Transition Area, as already analyzed in PHASE A, will be considered as to their impacts on Central Square. It will be important to consider opportunities for a variety of housing types throughout Central Square.

3. Scope of Work

The Scope of Work outlined below includes three public meetings in each phase of work; this is a preliminary outline, and the City anticipates working with the selected Consultant Team on the exact number and sequencing of meetings, to reflect the approach proposed by the Team.

Phase A: Focusing the Vision for Kendall Square and the Transition Area

Task A1: Understanding the Dynamics and Potentials of Kendall Square

Task A1 Meetings: In Meeting One, The Consultant Team will meet with the City to arrange for a series of interviews with Kendall Square stakeholder representatives to obtain an understanding of the concerns of each group and the development plans that are currently envisioned. Stakeholders include community groups (East Cambridge Planning Team, Area 4 Neighborhood Coalition, and the Wellington/Harrington Neighborhood Association), major property owners and companies (MIT, Twining Properties, Boston Properties, Novartis, Forest City), the Cambridge Redevelopment Authority, and the Kendall Square Association.

The Consultant Team will also meet with the City and the Kendall Square / Main Street Team for the Main Street project to clarify how the Vision project will mesh with the infrastructure project.

Task A1 Deliverables: Based upon research with the City and the interviews with stakeholders, written summaries will be produced of the dynamics and potentials in Kendall Square and in the Transition Area accompanied by graphics, as appropriate, that show how the many projects relate to the existing context. Issues to be addressed include any initial comments on possible zoning modifications that may be appropriate, marketing analysis leading to strategies for creating successful retail and active ground floor uses, traffic modifications (particularly as they relate to enhancing the vision of Main Street), place-making opportunities, and streetscape design.

Task A2: Begin Work with the Kendall Square Advisory Committee: 2011

Task A2 Meetings: In Meeting Two, the City will introduce the Consultant Team to the full Kendall Square Advisory Committee: 2011. The Team will present its findings from Task A1, and will receive input from Committee members.

Task A2 Deliverables: A set of notes and illustrative material that summarize comments and ideas from Meeting Two, helping to formulate the Initial Vision for Kendall Square and the Transition Area.

Task A3: Present Initial Vision to Committee

Task A3 Meetings: In Meeting Three, the Consultant Team will present a more detailed set of ideas for how to focus the vision for Kendall Square, and receive further input from Committee members. These ideas will include a plan showing how all the known proposals relate to each other and to the context, and will also include development principles to encompass a retail coordination strategy, streetscape improvement suggestions, traffic modifications (particularly as they relate to enhancing the vision of Main Street), and an initial set of urban design guidelines and any rezoning suggestions that may be

needed to advance the vision.

Public Meeting A1: The Consultant Team will present the Initial Vision to the general public, and will receive additional comments and ideas for further study. The Consultant team will coordinate with the Kendall Square / Main Street Team to include discussion on the Kendall Square / Main Street design process at Public Meeting A1.

Task A3 Deliverables: A set of notes and illustrative material that summarize comments and ideas from Meeting Three, helping to formulate the plan to be presented at Public Meeting 1 that reflects Committee and public input.

Task A4: Present Plan that Reflects Committee and Public Input

Task A4 Meetings: In Meeting Four, The Consultant Team will present a revised set of ideas that reflects the input received during Task A3, and receive suggestions for any further refinements that the Committee would like to have incorporated and/or explored.

Public Meeting A2: The Consultant Team will present the revised plan to the general public, and will receive additional comments and ideas for further study. The Consultant team will coordinate with the Kendall Square / Main Street Team to include discussion on the Kendall Square / Main Street design process at Public Meeting A2.

Task A4 Deliverables: A set of notes and illustrative material that summarize comments and ideas from Meeting Four, helping to finalize the vision.

Task A5: Present Final Vision

Task A5 Meetings: In Meeting Five, the Team and the Committee will go over any final issues that need refinement before the Team publishes the final plan.

Public Meeting A3: The Consultant Team will present the Final Vision and its recommendations to the general public.

Task A5 Deliverables: The Final Vision for Kendall Square and the Transition Area, a plan with written and graphic materials (100 copies).

The Kendall Square / Main Street Team will use the Final Vision for Kendall Square and the Transition Area to move into detailed transportation and streetscape design of Main Street.

Phase B: Focusing the Vision for Central Square and the Transition Area

Task B1: Understanding the Dynamics and Potentials of Central Square

Task B1 Meetings: In Meeting One, The Consultant Team will meet with the City to arrange for a series of interviews with Central Square stakeholder representatives to obtain an understanding of the concerns of each group and the development plans that are currently envisioned. Stakeholders include the Central Square Business Association, neighborhood groups (Area 4 Neighborhood Coalition, Cambridgeport Neighborhood Association, Riverside Neighborhood Association, and Mid-Cambridge Neighborhood Association), and property owners. The findings of the "Red Ribbon Committee" will also

provide current guidance for the Team.

Task B1 Deliverables: A written summary of the dynamics and potentials in Central Square, accompanied by graphics, as appropriate, that show how any proposed changes to facades, streetscape, and building uses relate to the existing context. Issues to be addressed include any initial recommendations for revitalization, strategies for creating successful retail and active ground floor uses, place-making opportunities, and streetscape design.

Task B2: Begin Work with the Central Square Advisory Committee: 2011

Task B2 Meetings: In Meeting Two, the City will introduce the Consultant Team, which will present its initial findings and receive input from Committee members.

Task B2 Deliverables: A set of notes and illustrative material that summarize comments and ideas from Meeting Two, helping to formulate the Initial Vision for Central Square and the Transition Area.

Task B3: Present Initial Vision to Committee

Task B3 Meetings: In Meeting Three, the Consultant Team will present a more detailed set of ideas for how to focus the vision for Central Square, and receive further input from Committee members. These will include, at a minimum, recommendations for a revitalization strategy with regard to ground floor uses, façade renovations, and urban design or rezoning ideas that may be important to consider.

Public Meeting B1: The Consultant Team will present the Initial Vision to the general public, and will receive additional comments and ideas for further study.

Task B3 Deliverables: A set of notes and illustrative material that summarize comments and ideas from Meeting Three, helping to formulate the plan that reflects Committee and public input.

Task B4: Present Plan that Reflects Committee and Public Input

Task B4 Meetings: In Meeting Four, The Consultant Team will present a revised set of ideas that reflects the input received during Task B3, and receive suggestions for any further refinements that the Committee would like to have incorporated and/or explored.

Public Meeting B2: The Consultant Team will present the revised plan to the general public, and will receive additional comments and ideas for further study.

Task B4 Deliverables: A set of notes and illustrative material that summarize comments and ideas from Meeting Four, helping to finalize the vision.

Task B5: Present Final Vision

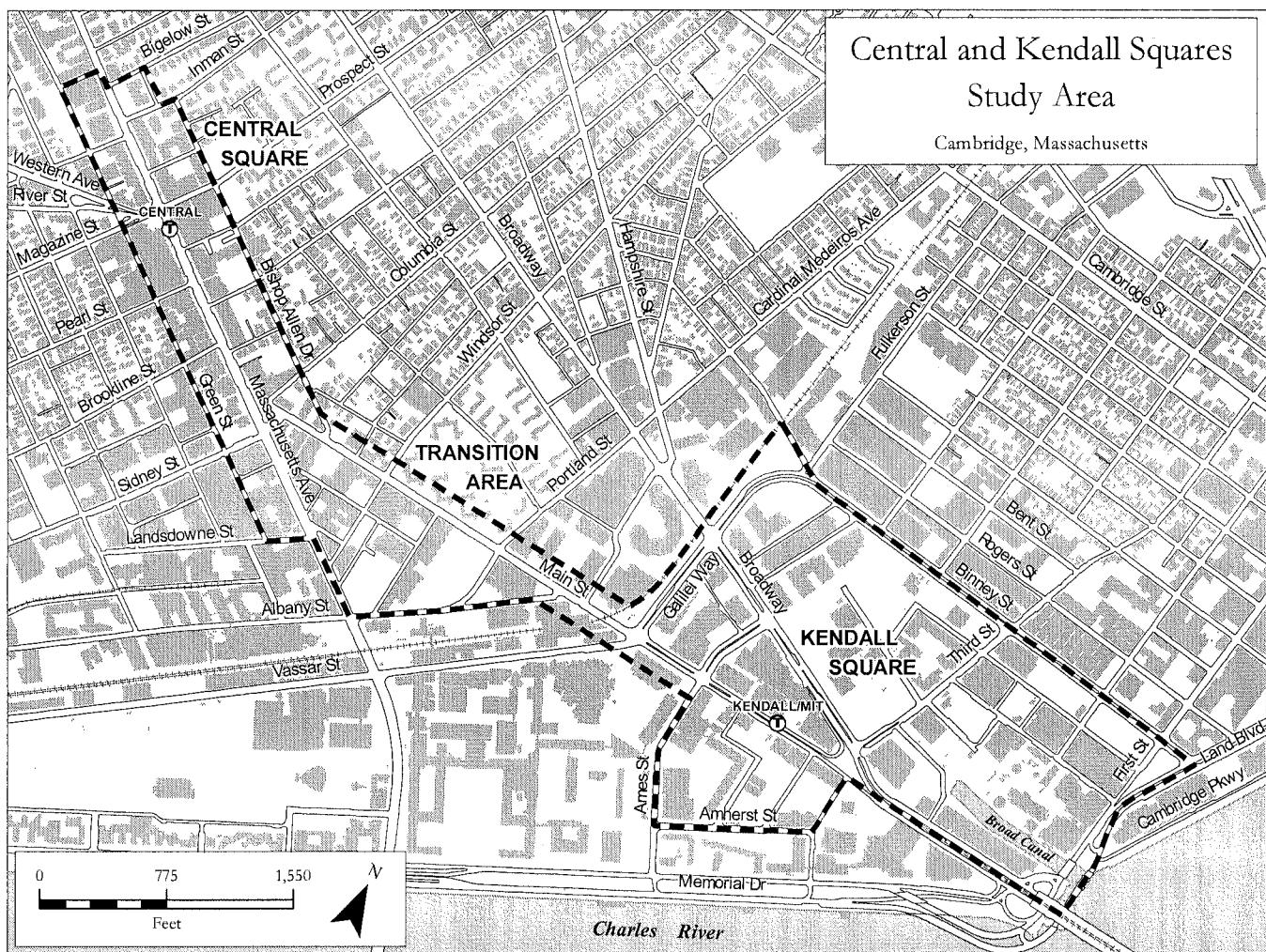
Task B5 Meetings: In Meeting Five, the Team and the Committee will go over any final issues that need refinement before the Team publishes the final plan.

Public Meeting A3: The Consultant Team will present the Final Vision and its recommendations to the general public.

Task B5 Deliverables: The Final Vision for Central Square and the Transition Area, a plan with written and graphic materials (100 copies).

**Central and Kendall Squares
Study Area**

Cambridge, Massachusetts



PROJECT SCHEDULE

The City plans to begin work on these projects immediately upon award of the design services contract.

SECTION II: GENERAL TERMS AND CONDITIONS

1. The contract for this project will be between the City of Cambridge and the consultant, and will be administered by the Community Development Department.
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 RFP 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.

SECTION III: INSTRUCTIONS TO OFFERORS

1. One original and ten (10) copies of the proposal marked "Consultant for Urban design/planning Services for the Central and Kendall Square area" must be received by Cynthia H. Griffin, Purchasing Agent, City of Cambridge, 795 Massachusetts Avenue, Cambridge prior to 11:00 a.m., Thursday, February 3 , 2011. Price will be negotiated after the finalist has been selected.
2. There will be a pre-proposal meeting on Friday, January 21, 2011 at 9:00 a.m. in the Ackerman Room, 2nd floor, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. Proposers are strongly encouraged to attend the pre-proposal meeting.
3. All requests for clarification or any questions about information contained in this RFP must be submitted in writing by 5:00 p.m., Monday, January 24, 2011 and addressed to Cynthia H. Griffin, Purchasing Agent, City of Cambridge, City Hall, and 795 Massachusetts Avenue, Cambridge, MA 02139. Answers will be sent to all vendors who have registered on the City's website as having downloaded the RFP. Answers will also be posted on the City's website.
4. Failure to answer any question, to complete any form or to provide the documentation required may be deemed non-responsive and result in an automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality.

SECTION IV: PROPOSAL SUBMISSION REQUIREMENTS

1. Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2005 (attached).
2. A list of at least three entities, preferably at least one of which is 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.

3. Resumes of key staff who will be assigned to this project, with a description of responsibilities. Identification of additional consultants needed for the duration of the project is important.

SECTION VI: 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 with particular description of the firm's experience with successful large-scale planning and urban design projects that address issues of land use, retail analysis and implementation, and the integration of institutional campuses into business areas; familiarity with the Cambridge context is essential. Ideally, the prime consultant has 8 or more years of documented experience in large scale planning projects or 7 similar multi-discipline planning projects.
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 described in this scope of services.
3. Professional qualifications: The Project Team has the requisite knowledge and experience to perform the work described in this RFP. 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 that should be able to comment substantively and positively on their experiences with the consultant. 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, has provided detailed information about the key personnel and subcontractors who will be working directly on the project and how this proposed staffing plan ensures that the project will be completed on time and on budget.
6. Responsiveness to Scope of Services. The Project Team has demonstrated that it understands the requirements of the scope and has proposed a strategy for carrying out the work effectively.

**Americans With Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The bidder shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the bidder's services, the individual with the disability must meet the essential eligibility requirements for receipt of the bidder's services or participation in the bidder's programs or activities with or without: 1) reasonable modifications to the bidder's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its bid, the bidder certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the bidder is receiving federal funds.

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "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. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the bidder has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

CITY OF CAMBRIDGE
DESIGNER'S/CONSULTANT'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

Appendix

Central and Kendall Squares: History Relevant to 2010 RFP

1. Overarching Policies and Actions

The City's Master Plan, called ***Toward a Sustainable Future/Growth Policy Document (1993 with update 2007)***, includes economic development policies that are particularly relevant to growth in both squares:

- Existing retail districts should be strengthened; new retail activity should be directed toward the city's existing retail squares and corridors.
- Trend to cluster related uses should be strengthened.
- Retail districts should be recognized for their unique assets, opportunities, and functions to maintain their economic viability.

Citywide Rezoning (2001) addressed concerns relevant to both squares:

- Manage density and traffic.
- Meet the need for housing.
- Require public review of development.

Many City initiatives—from zoning, to master plans, to design review, to public works projects—are helping to manage the course of development throughout the City, including Central and Kendall Squares. Taken together, these initiatives have guided, and will continue to guide, the overall evolution of the eastern portion of Cambridge. The following summarizes some of the most relevant City policies and actions for each area.

2. Policies and Actions for Central Square

Following a decade of debate, three major steps were taken to guide Cambridgeport/Central Square development. First, the Community Development Department published the ***Cambridgeport Revitalization Plan (1983)***. Then the ***Cambridgeport Blue Ribbon Plan (1986)*** built upon the plan and led to the ***Cambridgeport Revitalization Development District (CRDD) Rezoning (1988)*** which governed the University Park project.

The ***1983 Plan*** had several guiding features:

- Keep density lower near Brookline Street, higher towards MIT and the railroad corridor.

- Arrange new buildings around a coordinated open space plan.
- Manage traffic with a connector near the Ford Assembly Plant: ***Waverly Connector built in 2007.***
- Suggested that a green space with clearly defined pedestrian connections would be desirable in place of the gas station at Lafayette Square, leading to ***Jill Brown Rhone Park built in 2008.***
- Suggested another green space on a former industrial site between the University Park site to the north and the mixed-use district to the south, leading to ***Pacific Street Park built in 1996.***
- Called for preserving four special historical buildings that had been slated for demolition, all of which have now been renovated and reused:
 - ***The Kennedy Building*** at Lafayette Square (1990)
 - ***The Kennedy Biscuit Factory***, reused for housing—Kennedy Lofts (1992)
 - ***The NECCO Building***, reused by Novartis (2001)
 - ***The Ford Assembly Building***, new home for Sanofi/Aventis (2011).

The ***CRDD Rezoning*** reaffirmed the goals of the 1983 Plan and the 1986 Blue Ribbon plan, and had as an important point that the amount of retail should be limited so as not to negatively impact Central Square retail.

The ***University Park*** development by Forest City, in the upper section of the 1983 Plan nearest Mass Ave, produced (1998-2000):

- 674 residences with 200 affordable units,
- 1.3 million square feet of r & d, and
- 250,000 square feet of hotel, restaurant, and retail space.
- 100,000 square feet of open space for giving a sense of place to all the activities

The ***Central Square Town Squares and Commons Project (1984)*** received funds from the Commonwealth for creating the park space at the juncture of River and Western, opposite the former Police Station. As part of this project:

- The gas station on the site was removed.
- The alignment of River Street was curved as it enters Central Square to slow down the traffic, particularly trucks, as they head to the traffic signal at the heart of the square.
- A pedestrian walk with trees and benches adjacent to the Central Square Baptist Church was created.

The City worked with the MBTA on the ***Central Square Station Modernization Project (1984)*** to create new entries to the station on the western corners of the Mass Ave/Prospect intersection

(towards City Hall—the plan had originally been to expand towards MIT). This project also provided art specifically designed for the Station.

Central Square Action Plan (1986) laid out many basic goals for Central Square that have been and continue to be important to managing growth and change in the Square. Important concepts:

- Preserve scale and historic assets.
- Encourage retail.
- Phase out undesirable uses and conflicts with abutting neighborhoods.
- Improve pedestrian amenities.

The plan led to the establishment of the Central Square Overlay District in 1989, which set up a development review process and the Central Square Overlay District Committee. To promote goals for improving the retail scene in the Square, the City commissioned the Gibbs Report on Retail (2000) which suggested ways to improve the retail mix and environment in the Square.

The work of ***The Commission to Promote and Enhance Central Square Now!(1993)*** was a major step towards defining a vision for the types of uses and improvements that people in and around the Square desired to encourage.

Building upon the work of the Commission, the ***Central Square Improvements Master Plan. Phase I(1995)*** led to physical upgrading from City Hall to Lafayette Square 1996. Key components:

- Removed lane of auto traffic to allow for expanded sidewalks and bike lanes.
- New lighting system: high lights for roadway surface and low lights for pedestrians.
- New landscaping and benches throughout.
- Carl Barron Plaza was enlarged and upgraded.

Mass Ave Improvements Phase II (2008) carried the Master Plan pattern of improvements from Lafayette Square to MIT/Charles River. **Lafayette Square (known as Jill Brown Rhone Park)** is now a critical link between Mass Ave /Central Square and Main Street/Kendall Square, and serves as entry to University Park. It has become a focal point—an informal gathering place as well as an outdoor entertainment venue.

In the Community Development Department's ***Façade Improvement Program and Signage and Lighting Program (Ongoing)***, twelve facades as well as twenty-three signage and lighting projects have been implemented in Central Square in the last eight years. The Community Development Department published Façade Art guidelines for storefront revitalization in Central Square in 1980, the first matching grant program that was the model for the current citywide program. Numerous projects have been implemented citywide over the last 30 years, with a majority in Central Square.

Other Important Central Square Projects

- The **Holmes Block (1999)** transformed a lower-scale block directly next to the MBTA Station, bringing mixed-income residential with ground floor retail to the heart of the Square.
- The arrival of **Novartis (2002)**, originally into the former NECCO building, and then into an adjacent new building **(2007)** with ground floor uses such as **Flour, Central Bottle and Provisions**.
- **Nora/Underground Theater (2008)** joint venture of City, MIT, and theaters created new venue for activity near Lafayette Square, with potential for ground floor retail.
- **823 Main Street (2009)** This Just-a-Start affordable housing project provides an attractive housing use very near Lafayette Square, helping to extend residential presence along Main Street.

3. Policies and Actions for Kendall Square

The **Cambridge Redevelopment Authority project (1955-present)** has managed a great deal of change with guidance from the City Council and input from citizens. The project was good for the Cambridge economy. Its major accomplishment is some 3 million square feet of development called Cambridge Center, with an office/research & development focus, served by hotel and some retail use. However, the original plans, and much of the subsequent implementation, have the design elements of the urban renewal approach of that era—large blocks were developed, with overly wide streets and less attention was focused on the ground floor retail, pedestrian-oriented street life that the City now seeks. The major open space for the project is up four floors from the sidewalk, atop a parking garage. The further evolution of the CRA project will be guided by recent City Council actions. The **Citywide Rezoning** of 2001 allowed an additional 200,000 square feet for residential use. The **Boston Properties Rezoning for Broad (2010)** increased by 300,000 square feet the amount of non-residential development allowed in the MXD District (more commonly known as Kendall Square) to help retain the Broad Institute, and the potential for the additional housing.

The **East Cambridge Riverfront Plan and Implementation (1978-2002)** began the process of moving away from the urban renewal approach, particularly by emphasizing the importance of the pedestrian realm, with open space at the level of the sidewalk.

- The PUD zoning that was established closest to Kendall Square guided one of the earliest special permits, the **Riverfront Office Park (1982)** that provided some ground floor retail and created the Broad Canal walkway on the south side.

- **Cambridge Research Park/Kendall Square PUD (1999)** master plan helped expand biotech emphasis, created successful ice skating rink/summertime plaza, created Watermark housing near Kendall Square, and is bringing new ground floor retail (Aceituna, Segway, Bubble Tea Shop, Za, EVOO)

Eastern Cambridge Planning Study (ECaPS, 2001) followed directly after Citywide Rezoning and went into much more detail about the future of the study area. As regards Kendall Square, ECaPS:

- Directly addressed desired outcomes for the DOT site in Kendall Square and for protecting adjacent neighborhoods. Future development on the DOT site remains a major unknown in the future of Kendall Square, as DOT has no plans for change at this time.
- Suggested that housing and ground floor retail would be beneficial along 3rd Street, and that is being realized at 303 Third Street and in the Cambridge Research Park project.

The Boston Consulting Group study called “**Protecting and Strengthening Kendall Square**,” authored by Ranch Kimball (2010), stated that Kendall Square has the highest number of biotech and information technology firms per square mile in the world. The author suggested that the Kendall Square community encourage more retail use, build more residential projects, and look into creating a “signature, marquee event” that would attract international attention.

Other Important Kendall Square Projects

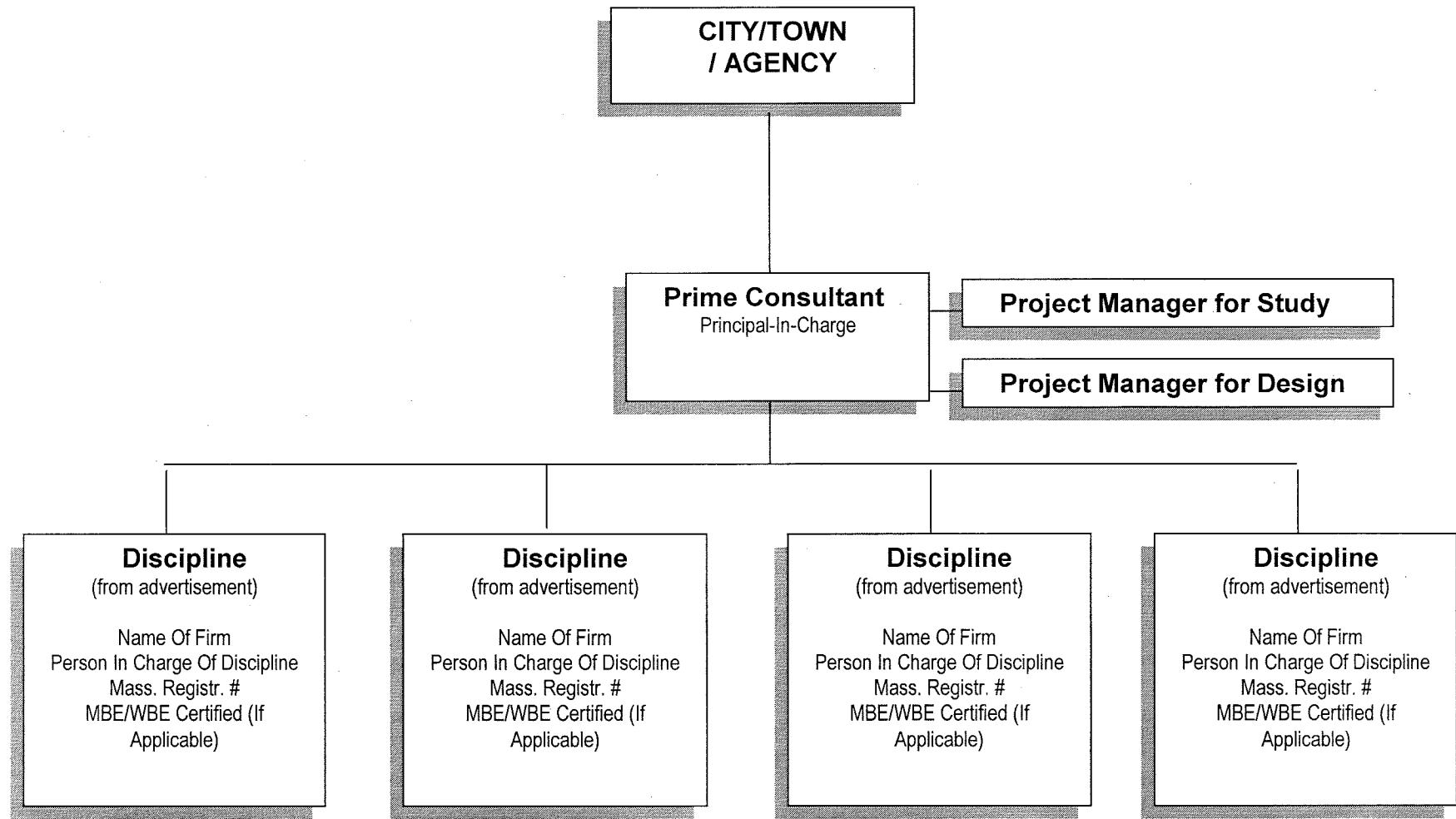
- **Tech Square IPOD Special Permit (1999)** resulted in major reconfiguration of 1960s era project, connecting formerly isolated green plaza to Main Street, with ground floor retail including cafes, copy center, health club, and convenience store. The Special Permit was amended in 2005 to allow construction of two small, but significant additions—one-story pavilions to create space for retail uses at the sidewalk level. As more projects fill in the Main Street frontage, the street is developing as an important connector between Kendall Square and Central Square.
- The **303 Third Street PUD (2003)** led to construction of new housing with ground floor retail on Third Street, leading to Kendall Square.
- **Alexandria Rezoning (2009)** adjacent to Kendall Square allowed for higher density research and development with ground floor retail, complemented by neighborhood-serving open space. A PUD Special Permit issued in 2010 allows 1.5 million square feet of non-residential use,

220,000 square feet of residential use, and 20,000 square feet of retail use. One of its key features is the provision of a major new open space to benefit the abutting neighborhood.

- **650 Main Street PUD (2009)** was approved by the Planning Board and is expected to include about 400,000 square feet of office/research & development use with ground floor retail, in the Osborn Triangle that leads from Kendall Square towards Lafayette Square. Financing is still being sought.
- **MIT Sloan School PUD (2010)** has created an attractive new pedestrian way and adjacent green space coming from the river that has greatly improved the entry into Kendall Square.
- **MIT Cancer Research Center PUD (2010)** is improving the sidewalk experience along Main Street by providing new shade trees, lighting, and seating areas.
- **City Plans for Improving Broadway and Main Streets (ongoing)** are intended to upgrade streets and sidewalks, with an emphasis on making better provisions for pedestrians and bicycles. In addition, the **Boston Properties Plan for Renovation of Plaza (ongoing)** is close to implementation, and will replace walking surfaces, address longstanding drainage problems, and improve landscape features.

Commonwealth of Massachusetts Standard Designer Application Form for Municipalities and Public Agencies not within DSB Jurisdiction 2005	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:	3e. Name Of Proposed Project Manager: For Study: (if applicable) For Design: (if applicable)						
3b. Date Present And Predecessor Firms Were Established:	3f. Name And Address Of Other Participating Offices Of The Prime Applicant, If Different From Item 3a Above:						
3c. Federal ID #:	3g. Name And Address Of Parent Company, If Any:						
3d. Name And Title Of Principal-In-Charge Of The Project (MA Registration Required): Email Address: Telephone No.: Fax No.:	3h. Check Below If Your Firm Is Either: (1) SOMWBA Certified Minority Business Enterprise (MBE) <input type="checkbox"/> (2) SOMWBA Certified Woman Business Enterprise (WBE) <input type="checkbox"/> (3) SOMWBA Certified Minority Woman Business Enterprise (M/WBE) <input type="checkbox"/>						
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):							
Admin. Personnel	()	Ecologists	()	Licensed Site Profs.	()	Other	()
Architects	()	Electrical Engrs.	()	Mechanical Engrs.	()		()
Acoustical Engrs.	()	Environmental Engrs.	()	Planners: Urban./Reg.	()		()
Civil Engrs.	()	Fire Protection Engrs.	()	Specification Writers	()		()
Code Specialists	()	Geotech. Engrs.	()	Structural Engrs.	()		()
Construction Inspectors	()	Industrial Hygienists	()	Surveyors	()		()
Cost Estimators	()	Interior Designers	()		()		()
Drafters	()	Landscape Architects	()		()	Total	()
5. Has this Joint-Venture previously worked together?			<input type="checkbox"/> Yes	<input type="checkbox"/> 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:



7. Brief Resume Of ONLY Those Prime Applicant And Sub-Consultant Personnel Requested In The Advertisement. Confine Responses To The Space Provided On The Form And Limit Resumes To ONE Person Per Discipline Requested In The Advertisement. Resumes Should Be Consistent With The Persons Listed On The Organizational Chart In Question # 6. Additional Sheets Should Be Provided Only As Required For The Number Of Key Personnel Requested In The Advertisement And They Must Be In The Format Provided. By Including A Firm As A Sub-Consultant, The Prime Applicant Certifies That The Listed Firm Has Agreed To Work On This Project, Should The Team Be Selected.	
a. Name And Title Within Firm:	a. Name And Title Within Firm:
b. Project Assignment:	b. Project Assignment:
c. Name And Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>	c. Name And Address Of Office In Which Individual Identified In 7a Resides: MBE <input type="checkbox"/> WBE <input type="checkbox"/>
d. Years Experience: With This Firm: _____ With Other Firms: _____	d. Years Experience: With This Firm: _____ With Other Firms: _____
e. Education: Degree(s) /Year/Specialization	e. Education: Degree(s) /Year/Specialization
f. Active Registration: Year First Registered/Discipline/Mass Registration Number	f. Active Registration: Year First Registered/Discipline/Mass Registration Number
g. Current Work Assignments And Availability For This Project:	g. Current Work Assignments And Availability For This Project:
h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):	h. Other Experience And Qualifications Relevant To The Proposed Project: (Identify Firm By Which Employed, If Not Current Firm):

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

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

Sub-Consultant Name:

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

9. List All Projects Within The Past 5 Years For Which Prime Applicant Has Performed, Or Has Entered Into A Contract To Perform, Any Design Services For All Public Agencies Within The Commonwealth.					
Role P, C, JV *	Phases St., Sch., D.D., C.D.,A.C.*	Project Name, Location And Principal-In-Charge	Awarding Authority (Include Contact Name And Phone Number)	Project Cost (In Thousands)	Completion Date (Actual or Estimated) (R)Renovation or (N)New
		1.			
		2.			
		3.			
		4.			
		5.			
		6.			
		7.			
		8.			
		9.			
		10.			
		11.			
		12.			

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

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

11. Professional Liability Insurance:

Name of Company	Aggregate Amount	Policy Number	Expiration Date
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12. Provide A List Of All Projects On Which Monies Were Paid By You, Or On Your Behalf, As A Result Of Professional Liability Claims Occurring Within The Last 7 Years And In Excess Of \$50,000 Per Incident. Please Include Project, Client Names And Explanation. (Attach Separate Sheet If Necessary):

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

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

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

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

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

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

16. I hereby certify that the undersigned is an Authorized Signatory of Firm and is a Principal or Officer of Firm. I further certify that this firm is a "Designer", as that term is defined in Chapter 7, Section 38A1/2 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

City Of Cambridge
Agreement for Designer Services
Between the City of Cambridge
And
the Consultant

File Number: 5379

This agreement is made and entered into this _____, by and between the **City Of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Consultant").

Address:

Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Consultant's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Consultant's bid or proposal that were accepted by the City.

Article II. Duration. The Consultant shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Consultant agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value:

Article IV. Payment. The City agrees to pay to Consultant the sum set forth in the Consultant's bid or proposal. Consultant shall invoice department to which it provided the service, not the Purchasing Department.

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Consultant, b) any failure by the Consultant to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Consultant's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Consultant's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Consultant's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Consultant for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Consultant in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Consultant, the Consultant shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Consultant in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subconsultants, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Consultant shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

Article XII. Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the **Consultant** 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 **Consultant'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.

Article XIII. Payment to the Consultant. The **City** shall make payments directly to the **Consultant** within forty-five (45) days after the **City** receives and approves the **Consultant's** detailed certified monthly statement. The detailed monthly statement must include, at minimum, itemized hours and work performed by the **Consultant** (including, but not limited to, all employees of the **Consultant** and its agents), and an itemized list of Reimbursable Expenses. Records of the **Consultant'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. No payments will be made in advance of services rendered. Deductions may be made from the **Consultant's**

compensation, if the **Consultant** has not properly performed the services required in accordance with the terms of this Agreement.

Article XIV. Certifications. The undersigned Consultant certifies under the penalties of perjury that the Consultant 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; no consultant to, or subcontractor for the Consultant has given, offered or agreed to give any gift, contribution, or offer of employment to the Consultant, 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 Consultant; no person, corporation, or other entity, other than a bona fide, full-time employee of the Consultant has been retained or hired to solicit for or in any way assist the Consultant 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; the Consultant has internal accounting controls as required by M.G.L. c. 30, §39R and the Consultant shall 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 Consultant; file regular statements of management concerning internal auditing controls; and 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 Consultant's financial statements, as provided by M.G.L. c. 7, §38H(e) and the Consultant 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 and the Consultant 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).

In witness whereof the parties have hereto and to three other identical instruments set their hands the day and year first above written.

Approved as to Form:

The Consultant:

Donald A Drisdell
City Solicitor

Signature And Title

Robert W. Healy
City Manager

Cynthia H. Griffin
Purchasing Agent