OVERVIEW

As part of the Kendall Square Urban Renewal Plan (KSURP) goal to attract new development in the 1960’s through 1980’s, the CRA widened many roads in Kendall Square, in an effort to enhance mobility. The successful focus on transit oriented development and transportation demand management has created an opportunity to revisit various street designs to better match the multi-modal goals of the City of Cambridge (City) and Commonwealth of Massachusetts (State), consistent with current transportation behavior trends in the area.

The City and CRA have pursued numerous retrofits of the local road system over the past decade to better serve the needs of pedestrians and bicyclists including Ames Street, Main Street and Broadway. The most significant bicycle facility installations have been the Vassar Street cycle track installed in 2004 and a portion of the Binney Street cycle track that was completed in 2015. One of the primary projects to be undertaken by the teams responding to the RFP is to plan and design a cycletrack link between these two facilities through the KSURP on Galileo Galilei Way and Binney Street.

CONTEXT

HISTORIC ROADWAY DEVELOPMENT

In 1964, at the request of the Federal government, the Cambridge Redevelopment Authority (CRA) initiated the Kendall Square Urban Renewal Project (Mass. R-107, KSURP) in Cambridge, MA, under provisions of Title I of the Housing Act of 1949, with a very tight time schedule in order to meet the urgent need for a 29-acre site within the project area for construction of a National Aeronautics and Space Administration (NASA) Electronics Research Center (ERC).

The original urban renewal plan for the Kendall Square area, which is bounded on the north by Binney Street, on the south by Main Street, on the east by Third Street and Kendall Square, and on the west by the Grand Central Railroad right-of-way, was approved by the City, State, and federal Department of Housing and Development (HUD) in 1965. The plan provided for development of the ERC north of Broadway and permitted a mix of high-density, job-generating uses in the triangle south of Broadway. The CRA had anticipated that the project would attract NASA-related private development to replace a blighted industrial area of old, deteriorated and underutilized buildings with a modern, attractive industrial area, which would generate tax revenues and jobs.

In 1970, when NASA withdrew from the Kendall Square Urban Renewal Project and transferred its interests in the Kendall Square project to the U.S. Department of Transportation (DOT), the feeling in Cambridge was that the project had been delivered a tremendous setback because it lost its major developer; a severe blow to the city’s efforts to expand its economic base.

In 1977, Cambridge City Council approved a mixed-use development plan for the KSURP, and the City created the MXD zoning district. For marketing purposes the name Cambridge Center was adopted to refer to the 24 acres in the project area separate from the land occupied by DOT. In 1978, the CRA invited proposals to develop
Cambridge Center, and in 1979, selected Boston Properties as the initial developer. The KSURP plan remains in effect at the present time but has been amended multiple times included most recently in 2015.

Through the KSURP, with financing from HUD, the CRA completed a series of public improvement contracts designed to fully modernize the infrastructure serving the federal property and the Cambridge Center. Many public streets were vacated while other rights-of-way were widened with the explicit purpose to better accommodate automobile and truck traffic. All dry utilities were placed underground. The combined sewer system was separated into a sanitary and storm water system, however not all downstream connects to the combined system were reconstructed. A consistent template of light fixtures and traffic control poles were installed to create a unified streetscape for Cambridge Center.

**RECENTLY COMPLETED ROADWAY PROJECTS**

Over the past 10 years many of the streets in and around the KSURP have been rebuilt, usually reducing travel lanes and expanding facilities for pedestrians and bicyclists. The roadway projects have been implemented by various parties (City, MassDOT, MIT, Alexandria Real Estate) and completed with various funding sources (CRA, federal earmarks, City Chapter 91, private developer capital).

**VASSAR STREET**

Vassar Street underwent a full reconstruction as part of a large-scale building project undertaken by MIT. As part of the development, the City redesigned a one-mile stretch of Vassar Street from Main St. to Audrey St. with east and westbound raised cycle tracks at sidewalk grade level. The cycle tracks, which are each 5 feet wide with 5 foot landscaped buffers separating the bikeway from parked cars, serve as a primary east-west route across the MIT campus for cyclists and as a connector to the Kendall Square area and the riverfront. The cycle track is primarily differentiated from the sidewalk by its material - asphalt edged with grey concrete pavers. The Vassar Street cycle track was constructed in two phases - the eastern portion in 2004 and the western portion in 2008.
As part of the 1.7 million square feet biotech research campus, currently under construction by Alexandria Real Estate, Binney Street was fully reconstructed with new sidewalks, raised cycle tracks and stormwater facilities from First to Third Streets. The vehicle travel way was reduced in width with turning lanes at major intersections. The separate bicycle facility provides a landscape buffer between pedestrians and the bikeway. Left hand turns for bicycles are accommodated with marked turning pockets. Due to the relatively frequent relocation of EZ Ride bus stops, permanent bus stops were not accommodated in the design.

The proposed Grand Junction Community Path will run alongside the existing railroad tracks in the Grand Junction corridor from the Boston University Bridge connecting to the planned extension of the Somerville Community Path to be constructed as part of the Green line Extension. The first phase of the Grand Junction Pathway has been built upon land owned by the CRA along the Grand Junction right-of-way. The one block long first phase of the path was opened in June of 2016. The path alignment will continue to the north through the planned Binney Street Park described below. Recently, the City Council dedicated $10 million to further the Grand Junction Path project north of “Little” Binney to the Somerville city line.
**BROADWAY FROM THIRD TO AMES**

The Broadway streetscape project reconstructed the roadway and sidewalk on Broadway between Third Street and Ames Street in 2013. This was a surface enhancement project with the intention of increasing aesthetic appeal and pedestrian and bicycle safety. It included roadway and sidewalk reconstruction between Third and Ames Streets, improved pedestrian safety at the Volpe-to-Marriott crosswalk by re-alignment of the crosswalk. The project was designed to maintain Broadway's vehicle capacity while improving the hotel edge and taxi zone to reduce vehicle conflicts, enhancing pedestrian and bicycle access, and increasing the quality of green space.


**MAIN STREET FROM BROADWAY TO AMES**

Through the Kendall Square Planning Study (K2C2), a plan of improvements for Main Street (Ames to Wadsworth) was developed. The project provides for a high quality experience for pedestrians and cyclists with reconstructed sidewalks and roadway, enhanced transit accommodations, provides a new connection from Third St to Main St, and includes seating, bus shelters and standard City bike parking, as well as artist designed bike racks. This was completed in June 2016.


**PLANNED PARK AND ROADWAY PROJECTS**

**BINNEY STREET PARK**

The Cambridge Community Development Department (CDD) is currently designing the new Binney Street Park with Stoss Landscape Urbanism. The first public meeting was held on 6/16/2016, a second will be held later in the summer. The preliminary schedule for this project includes completing schematic design over the summer and early fall, completing construction drawings by the end of 2016 and beginning construction in spring 2017. Binney Street Park was designated as a park focused on adult and child play in the Kendall Open Space Framework Plan. Direct coordination with Stoss and CDD regarding the integration of bicycle and pedestrian accommodations along the southern half of the park will be an important and time sensitive component of this work.

Link: [http://www.cambridgema.gov/CDD/Projects/Parks/ecambkendallparks.aspx](http://www.cambridgema.gov/CDD/Projects/Parks/ecambkendallparks.aspx)

**SIXTH STREET WALKWAY (LOUGREY WALKWAY)**

Boston Properties (BP) is currently completing a new Infill Development Concept Plan (IDCP) for a set of new buildings on the parcel of land bounded by the 6th Street Walkway, Broadway, Binney and Galileo Way within the KSURP. BP owns most of the buildings on this parcel. Part of the IDCP includes a collection of open space improvements identified collaboratively between BP and CRA, including the addition of a two-way bicycle path on...
the western edge of the 6th Street Walkway. The current 6th Street Walkway is labeled as an off-street path on the City’s Bicycle Network Plan and is intended to be improved as a direct continuation of the Ames Street separated bike facility. The City recently installed a HAWK signal at the crossing of the walkway with Binney Street to 6th Street in order to improve pedestrian crossing safety due to the large increase in pedestrian volumes after Biogen’s headquarters opening. This HAWK signal does not have separate bike accommodations.

AMEST STREET FROM BROADWAY TO MEMORIAL DRIVE

As part of the 88 Ames Street residential development, the City disposed of 20 feet of right-of-way to Boston Properties to create a viable development site in front of the Kendall Center Green Garage. Boston Properties is currently reconstructing one block of Ames Street to relocate utilities, create a new sidewalk, and provide a two-way protected bike lane separated from traffic by parked cars. This includes a new intersection design for Ames/Broadway/6th Street Walkway. The reconstruction of this street and intersection will continue through 2017. The City’s Bicycle Network Plan identifies Ames Street as a separated bike facility from Broadway south to Memorial Drive.

Further, as mitigation for its East Campus redevelopment, MIT will redesign and reconstruct Ames Street between Main Street and Memorial Drive. The redesign includes an at-grade cycle track on east side of the street which extends the cycle track on Ames Street between Broadway and Main Street. The cross-section is expected to remain within existing curb lines and include a 2-way cycle track, with a 2 foot buffer, 10 foot travel lanes in each direction, and a parking lane on the west side.

MAIN AND VASSAR IMPROVEMENTS

An additional mitigation for MIT is to undertake major reconstruction of the intersection at Main/Vassar and Galileo Galilei Way to improve the bicycle, bus, and pedestrian conditions at the intersection, such as preventing vehicles from entering the cycle track. The construction scope is anticipated to include curb changes, new/replacement street signs, signals, and pavement markings utilizing the MassDOT Separated Bike Lane Planning & Design Guide.

BINNEY STREET PARK STORMWATER IMPROVEMENTS

DPW Stormwater Project 9A would redirect storm flows on Binney Street between Fulkerson Street and Cardinal Medeiros Ave and on the Galileo Galilei Way between Broadway and Binney Street to a new 48-inch storm drain connected to the Broad Canal System. These flows are currently directed to the Binney Street combined sewer, which is part of the CAM 017 system. The new 48-inch storm drain will direct flow down Broadway to the Charles River outfall at Broad Canal.

DPW Stormwater Project 9B adds to the work completed under Project 9A by connecting the 48-inch storm drain at Cardinal Medeiros Ave between Binney and Cambridge streets to the proposed Binney Street 48-inch storm drain via an overflow weir over the existing Binney Street combined sewer.

KNOWN FUTURE DEVELOPMENT PROJECTS ADJACENT TO SCOPE AREA

- Alexandria Real Estate on Binney Street between 3rd and 1st
  - 1,753,200 sq. ft.
  - 1,932 parking spaces
  - 220 of units of housing
- MIT/ MITMCO on Main Street and 1 Broadway
  - ~1.2m sq. ft.
  - ~540 units of housing
- Boston Properties in the Kendall Square Urban Renewal Area

Date Issued: 7/1/2016
SCOPE OF WORK

STATEMENT OF PURPOSE

The purpose of this project is to perform a schematic streetscape redesign for Binney Street and Galileo Galilei Way from the Binney/3rd Street intersection to the Main/Vassar/Galileo intersection incorporating a continuous separated bike lane (cycle track) connection, using the latest complete streets design principles. The design shall also consider the intersections and approaches for all intersecting streets (including the railroad crossing on Broadway only), including evaluation for potential protected intersections at both Broadway/Galileo and Main/Vassar/Galileo. The redesign of Broadway from Ames to Galileo Galilei Way is also included in this scope as Add/Alt #1, and should be priced separately. The work found in this scope is expected to be the approximate equivalent of what would commonly be referred to as “25% Design.”

A bike lane has been present along this corridor for over a decade, but given the higher speeds of vehicles and the large volume of truck traffic, this corridor was identified by the City’s 2015 Bicycle Network Plan as a location for a separated bicycle facility. Such an installation will be consistent with the City’s Complete Streets Policy and recent adoption of the national Vision Zero pledge. Cambridge is consistently rated one of the most walkable and bicycle friendly cities in North America and has one of the nation’s highest bike to work rates. The City has been

- 1,034,600 GS (KSURP EIR, 2015)
- Estimated 560 of units of housing (not yet permitted)
- DivcoWest at 399 Binney Street adjacent to Kendall Cinema
  - 172,500 sq. ft. (lab space)
- 135 Fulkerson Street
  - Unknown sq. ft.
  - 40 units of housing
- Metropolitan Pipe Company
  - Likely future development site, details unknown

Date Issued: 7/1/2016
on the forefront of using progressive street design principles and national best practices to constantly improve the comfort of the pedestrian and bicycle experience.

The City and the CRA maintain a strong commitment to environmental sustainability, including collaboration on the creation of the Kendall Square EcoDistrict. The design project outlined in this RFP should seek to be responsive to the sustainability goals and stormwater issues facing Kendall Square, and consider the implementation of innovative green infrastructure concepts.

**DESIGN GOALS**

The focus of this scope is the holistic redesign of the roadway connection along Galileo Galilei Way and Binney Street across the northern boundary of the KSURP. Consistent with the Cambridge Bicycle Network Plan and the EIR for KSURP Amendment No. 10, the purpose is to redesign this street to connect the off street bicycle facilities along Vassar and Binney Streets. The primary goals of this design work are:

- Create a protected bicycle link from the Vassar/Main Intersection to the Binney/3rd Intersection
- Facilitate bus travel and enhance waiting areas
- Improve pedestrian and bicycle accommodations and safety at all intersections and crossings
- Integrate streetscape and proposed bike and pedestrian facilities with Binney Street Park, Grand Junction Park and the 6th Street Walkway (Loughrey Walkway)
- Preserve existing street trees
- Accommodate new development on North Parcel of MXD (from 6th to Broadway on Galileo/ Binney and Broadway between Ames and Galileo Galilei Way) as well as future Volpe development (from 6th to 3rd)
- Adequately manage access to East Cambridge neighborhood streets (cut through traffic)
- Evaluate how designs may interact with the railroad crossing at Broadway
- Reflect the environmental sustainability goals of the City and Kendall Square EcoDistrict
- Reflect the City’s commitment to Universal Design and accommodations for persons with disabilities in all infrastructure design

**ROADWAY REDESIGN**

**PHYSICAL DESIGN PARAMETERS**

The design must utilize existing public right-of-way (ROW), no additional private land is likely available. Note that City and CRA land may be available to integrate some bicycle and pedestrian facilities as noted on the scope map along Galileo Galilei Way (see blue dotted lines on scope map).

**MINIMUM COMPONENTS OF ROADWAY REDESIGN**

The following items must coordinated and incorporated into the roadway redesign at minimum:

- Vehicle lane layout and dimensions (including design speed change considerations)
- Curb placement
- Bicycle facility layout and dimensions
- Sidewalk dimensions and other pedestrian facility designs (including the edge zone; furnishings and planting zone; pedestrian clearway; and the frontage zone)
- Roadway and bicycle/pedestrian lighting
- Trees (including what can be saved, locations of new trees, and recommendations for innovative new street tree planting systems)
- Underground utilities (including stormwater catch basins)
• Opportunities for green/blue infrastructure integration such as stormwater infiltration
• Street furniture where applicable
• Evaluation of midblock crossing opportunities (including traffic engineering impacts and transit capacity/operations)
• Turning lanes, if applicable, for intersections and some driveways (need to be evaluated for redesign or elimination throughout length of project area)
• Median design that addresses the goals of the project (or elimination of median)
• Pavement markings and signage
• Curb cuts and future roadway options from Volpe site
• Fire Department access
• Bus stop placement and accommodations for MBTA and EZ Ride
• Connectivity with the Grand Junction Path
• Existing and future Hubway station placement
• Evaluation of and/or design of curb use needs and opportunities (including potentially on-street parking)
• Loading from the Whitehead Institute and the Broad Institute on Galileo Galilei Way
• Protection of East Cambridge neighborhood from cut-through traffic on 6th and 5th Streets
• Opportunities for integration of public art, play, and expression of innovation through design

**INTERSECTION REDESIGNS**

**INTERSECTIONS TO BE REDESIGNED**

The following intersections are in the scope of work for this project. Two intersections should be evaluated as potential candidates for protected intersections. The level of effort for the 5th street intersection is dependent on how the median is treated in the redesign process (modified vs. eliminated). The intersection of 3rd Street/Binney was recently reconstructed in 2014 by Alexandria Real Estate (ARE) and should be re-evaluated but may not require a full re-design.

• Potential protected intersection redesigns:
  • Broadway/Galileo (including integration with RR crossing)
  • Main/Vassar/Galileo

• Other intersections for redesign:
  • Fulkerson/Binney/Galileo
  • 6th Street/Binney/6th Street Walkway (Loughrey Walkway)
  • 5th Street/Binney (level of effort for this intersection is dependent on treatment of median)
  • 3rd Street/Binney (re-designed and re-built in 2014-2015)

**MINIMUM COMPONENTS OF INTERSECTION REDESIGNS**

The following additional items must be addressed in the intersection redesigns:

• Evaluate the potential for a protected intersection and design new intersection
• Travel lane layout and dimensions
• Signals
• Turning lanes at approaches
• Pedestrian crosswalks
• Integration with RR crossing (only applies to Broadway/Galileo intersection)
• Pavement markings and signage
• Complete traffic engineering analysis for each intersection, including impacts on transit capacity/operations

**BROADWAY REDESIGN FROM GALILEO GALILEI WAY TO AMES (ADD/ALT #1)**

The purpose of Add/Alt #1 is to redesign a one-block section of Broadway from Galileo Galilei Way to Ames Street. This redesign should be consistent with the reconstruction of the adjacent section of Broadway from 3rd Street to Ames Street in 2013 and the reconstruction of the intersection of Ames and Broadway as part of Boston Properties’ (BP) 88 Ames Street residential building project now underway. This section of Broadway will see a significant amount of new development on the north side of the block by BP – including 1 million sq. ft. of commercial and residential development. This development is planned to feature a major new commercial building at the corner of Galileo/Broadway as well as new residential buildings on top of the Blue Garage. More information on this project can be found on courbanize.com

In association with the new development, a mid-block pedestrian crossing needs to be evaluated (including traffic engineering and safety) connecting the two park spaces on either side of Broadway. Improvement of the cycling infrastructure on Broadway as well as an evaluation of curb placement and curb use needs in this block will be required. A popular EZ Ride shuttle stop sits on this block and traffic engineering analysis will need to account for transit capacity/operations for any scenarios developed.

The “minimum components” as listed previously also apply to Add/Alt #1. **This should be priced separately in the RFP response as Add/Alt #1.**

**SURVEY**

**Existing Surveys and As-Builts**

• CRA will provide original paper design drawings from the 1980s for the original construction of the roadways in the area, however the accuracy may be limited. These are *not* as-built drawings.

• In May 2016, CDD (through a contract with Stantec/Feldman) performed a survey of Galileo Galilei Way from just east of the Fulkerson/Galileo/Binney intersection to just south of the Broadway/Galileo intersection, which can be provided to the project team.

• CRA (through a contract with Stantec/Feldman) performed a survey of Galileo Galilei Way in May 2014 as part of the recent Grand Junction Park project, which can be provided to the project team.

• BP recently performed survey work along Galileo Galilei Way and Broadway in association with their development project currently under design and projected to submit permitting approvals later in 2016. More information about this project can be found at courbanize.com. This can be provided to the project team.

**Additional Survey Work**

• It is anticipated that the project team can assemble a survey for the entire area labeled in the scope map with the exception of Binney Street between 6th Street and 3rd Street. The team should utilize any and all known existing surveys to reduce the time period and level of effort necessary for this work. Therefore a survey of Binney Street from 6th Street to 3rd Street should be priced separately in the RFP response as Add/Alt #2. The survey level of effort should be informed by DPW’s standard survey requirements as described in Appendix B.
USER COUNTS

Existing User Counts

- The CRA has 20 years of vehicular traffic counts in the Kendall Square Urban Renewal Area. (See list of linked reference documents) CRA will make this data available to the project team. The past reports are available on CRA’s website. (http://www.cambridgeredevelopment.org/plans-reports/)
- TIS analyses from MIT NoMA and SoMA, 88 Ames Street and MXD development projects
- KSURP Environmental Impact Report (EIR) 2015
- TPT has traffic counts available provided by adjacent property owners in compliance with the City’s Parking and Transportation Demand Management (PTDM) Ordinance.
- Bicycle-specific counts on Broadway from the EcoTotem in front of the Marriott-Volpe crosswalk are also publically available.

Additional User Counts

- The project team may need to pursue additional user counts, only as necessary if existing data is insufficient, especially for bicycles and pedestrians throughout the project area. The scope for this should include turning movement counts in the morning and afternoon peak. Counts should generally occur on weekdays in good weather. The dates and times will be approved by the CRA. Supplemental user counts beyond what is currently available should be priced separately in the response to the RFP as Add/Alt #3.

PHASING PLAN

The redesign should expect that the project will be undertaken in phases, and that up to four parties could be implementing the final design. The consultant should develop multiple phasing scenarios. The phasing plan is expected to be presented as easy to understand illustrated diagrams or maps.

COST ESTIMATING

The project team is required to develop a cost estimate based on the final schematic design deliverable. This cost estimate should be as comprehensive as possible and broken out by unit item and based on phasing scenarios. Cost estimates should be presented as absolute numbers and per linear foot.

EXPECTED WORK PRODUCT AND FORMAT

Expected work product (deliverables) for the project team includes:

- Initial concept designs for 3 design scenarios
- Full set of schematic level working drawings (25% design drawings) after chosen design is finalized
- Precedent images illustrating components of the redesign as required under the “minimum components” sections (see previous)
- Slide decks for meetings and presentations (see below)
- Illustrated sections for each roadway segment
- Illustrated plan view of entire roadway
- Illustrated plan views of each intersection
- Illustrated Phasing Plan infographic
- Complete traffic engineering analysis for each scenario, including impacts on transit capacity/operations
During the course of the project, the team is expected to setup a simple electronic file sharing system. All documents are expected to be transferred electronically to the CRA and the City in both PDF and original format (such as AutoCAD, InDesign, etc…) at the end of the project.

**MEETINGS, PRESENTATIONS AND COORDINATION**

The design process will require close coordination with the City (DPW, CDD, TPT). The goal of coordination with these city departments is to ensure the design receives a city-wide perspective, address common issues and lessons learned from across the city, and to receive guidance and support from the departments who supervise transportation design, construction and operations in all City right-of-way. Extensive coordination with Stoss Landscape Urbanism through CDD will be required to address the integration of the Grand Junction Shared Use Path with the sidewalk and cycle track on Binney Street from the Galileo Galilei Way curve to the Main/Vassar/Galileo intersection.

The design process will require coordination with neighboring property owners (Boston Properties, Biogen, Alexandria, Whitehead Institute, Equity Residential, MIT). The goal of coordination with property owners is to address known issues with existing conditions as well as individual priorities from the property owner perspective as well as gain their support.

Minimum Meetings Required:

- Kickoff walk with project team and key CRA and City personnel
- Every other week CRA project management check-in meetings in person or via phone/webinar format
- Monthly meetings in Cambridge with City personnel from DPW, TPT and CDD to coordinate the design
- 2 meetings with CDD and Stoss to coordinate the Binney Street Park design
- 2 meetings with the BP design consultants working on the KSURP north parcel development
- 1 focus group meeting with neighboring property owners and the Charles River TMA

Minimum Presentations/Discussions Required: (Note that CRA and City staff will staff and lead most of these meetings, while the consultant team will be responsible for creating a roadshow presentation that may need to be customized for the following audiences.)

- 2 presentations/discussions to the CRA Board during monthly board meetings or design review meetings
- 5 public presentations/discussions - one each for the Cambridge Bike Committee, Pedestrian Committee, Transit Committee, KSA Transportation Committee, and East Cambridge Planning Team

**TIME PERIOD OF WORK AND MILESTONES**

Several projects that are currently in process are dependent on the completion of the initial phase of the work in this scope:

- The Infill Development Concept Plan (IDCP), which covers the Boston Properties project described earlier, is anticipated to be submitted to the CRA Board and Planning Board in fall of 2016. See courbanize.com for more information.
- The Binney Street Park design currently in process with CDD and Stoss is anticipated to be going into design development drawings in the fall of 2016, and construction drawings in the winter.
Due to these related projects, the team will be expected to complete the first phase of this scope within approximately 3 months. **Respondents are expected to present an aggressive but realistic timeline of work milestones to facilitate project completion.** Timeline may be used as a significant consideration in evaluation of finalists.

**EXCLUDED FROM SCOPE**

Not included in this scope of work:

- Design development drawings (75% design)
- Construction drawings (100% design)
- Development of construction specifications

**MINIMUM REQUIRED TEAM WORK EXPERIENCE**

The CRA requires that respondents have experience in active transportation design, and document that experience as part of their response:

- Team experience with at least two protected cycle track or protected bike lane projects. Note that unprotected on-street bike lanes or unprotected buffered bike lanes **do not count** toward this experience. Documentation must be submitted describing this experience.
- Team experience with and/or substantial understanding and familiarity with all of these documents is required, and documentation must be submitted describing this experience:
  - NACTO Urban Street Design Guide
  - NACTO Urban Bikeway Design Guide
  - MassDOT Separated Bike Lane Planning & Design Guide
- Team experience with City of Cambridge DPW streetscape design standards is preferred but not required

**RFP EVALUATION CRITERIA**

The CRA will award the contract to the Consultant offering the most advantageous proposal, taking into consideration all evaluation criteria, as well as billing rates. Finalists may be required to appear for an interview.

**A. EXPERIENCE AND QUALIFICATION OF PERSONNEL**

Provide a brief summary of the qualifications of the personnel to be involved in the engagement. The team must have transportation planning, engineering and design experience for at least ten (10) years, with substantial experience working for urban municipalities. The team should have specifically been involved in and be able to document active transportation design experience as described above in “**Required Team Work Experience.”**

**B. EXPERIENCE OF THE FIRM NATIONALLY AND LOCALLY**

Provide a brief history of the participation of the team in similar projects in urban areas. The proposer may show examples of successful projects over a period of ten years or less. Present a detailed description of the team’s experience in bicycle facility planning and Complete Street designs in Cambridge, Boston, and/or the surrounding metropolitan area.
C. PROJECT APPROACH AND TIMELINE

The proposal should indicate that the team has an understanding of the project goals, a clear approach to the design challenge, and a reasonable anticipated timeline toward project completion. The CRA is looking for a team that can coordinate multiple stakeholders and facilitate a comprehensive design process along a complex urban corridor. Respondents are expected to present an aggressive but realistic timeline of work milestones to facilitate project completion.

D. GRAPHIC REPRESENTATION CAPABILITIES

The proposal should provide examples to show the team’s ability to produce high quality graphics to intuitively and compellingly represent all aspects of the project to stakeholders internal to the City as well as the general public. These work samples should be specific to transportation planning, especially bicycle and pedestrian planning.

E. QUALITY OF REFERENCES

Provide recommendations from three references, including at least one governmental entity, which can comment substantively on their experiences with the team and with the proposed personnel.

F. QUALITY OF PREVIOUS WORK

Provide information about two previous projects that are similar to work proposed in this scope. Each project description should be no more than two pages in length, but may include references to additional supporting documents, plans or reports (or links to these documents online).
5. SUBMISSION REQUIREMENTS

Proposals should provide information in sufficient detail and be organized so that the CRA can conduct and informed and fair selection process. The proposal should not exceed 15 pages excluding attachments/appendices. Proposals received after the specified time will not be accepted or recognized.

To be complete the proposal must include at minimum the following information:

a) Legal name and contact information
b) Understanding of project requirements and approach, and clearly addressing the evaluation criteria
c) Proposed project timeline
d) Information and qualifications of all team members (background, certification, experience in similar projects)
e) Examples of project experience including graphic representation samples as described above
f) Billing rates of proposed team members
g) At least three references
h) Evidence, type, and amount of professional liability insurance covering negligent errors, omissions, and acts of any person or business entity for whose performance consultant is legally liable arising out of performance of such contracts. Certification regarding required insurance will be required at the execution of the contract.
i) Completion of the attached Non-Collusion and Tax Statements
j) A copy of the organization’s W9

6. PRICE PROPOSAL

In a separate envelope and separate electronic PDF clearly marked “Price Proposals”, firms or individuals must provide an hourly fee schedule for all personnel: the fee should be on an hourly basis for each labor category and include all expenses.

On a separate page, please include hourly rates for any components intended to be sub-contracted and names of sub-contractors, and any other relevant information. Include the name of the proposer on each such page to be submitted.

The price proposal should contain as much detail breakdown as possible in order to aid in the evaluation of finalists.

Note that the price proposal must separately include three Add/Alt prices as described previously for:

1. The section of Broadway between Ames and Galileo Galilei Way
2. Additional survey work
3. Additional traffic counting
RFP DUE DATE AND EVALUATION PROCESS

The due date on this RFP is **Thursday, 7/21/2016 at 4:00pm local time**

6 paper copies are required and may be dropped off or mailed to the CRA at 255 Main Street, 4th Floor, Cambridge, MA 02142. If being dropped off, please call the day before to notify us what time you plan to arrive.

In addition to the required paper copies, **one electronic copy** is also required, and should be emailed to the CRA in PDF format to jzogg@cambridgeredevelopment.org

Questions may be submitted any time before **5:00pm Wednesday 7/13/2016** directed to CRA Program Manager Jason Zogg at jzogg@cambridgeredevelopment.org or 617.492.6800x12

The CRA will host a walk through of the streetscape with any interested parties/teams at 9:30am on **Monday 7/11/2016**

The CRA reserves the right to perform interviews of finalists during the week of **8/1/2016**

NOTE: Teams are encouraged to submit a proposal, even if some team members were not invited directly to participate by the CRA.

LINKED REFERENCE DOCUMENTS

- CRA’s KSURP EIR 2015 [http://www.cambridgeredevelopment.org/kendall-square-1/](http://www.cambridgeredevelopment.org/kendall-square-1/)

LIST OF RELEVANT DOCUMENTS & POLICIES

- Transit Strategic Plan [http://www.cambridgema.gov/CDD/Transportation/regionalplanning/masstransit](http://www.cambridgema.gov/CDD/Transportation/regionalplanning/masstransit)

APPENDICES

**Appendix A: Non-collusion, Non-Discrimination, Tax/Employment Statements.** These statements must be signed and returned with your RFP submission.

**Appendix B: Cambridge DPW standards for survey and design.** By submitting a proposal for this RFP, the consultant is acknowledging having read and understood DPW’s general standards for survey and design. This is included as an *informational exhibit only*. Most of the language this document contains applies to this scope of work, but it is possible some items may not be directly applicable.

**Appendix C: CRA standard consultant services agreement.** By submitting a proposal for this RFP, the consultant is acknowledging having read the CRA’s standard consultant services agreement and is agreeing to use it to govern a contract with the CRA if awarded.
NON-COLLUSION STATEMENT

State of Massachusetts, County of Middlesex.

_____________________________________________
(name), being first duly sworn deposes and says that:

1.0 He/she is (owner, partner, officer, representative, or agent) of ____________________________, the Respondent that has submitted the attached Proposal;

2.0 He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

3.0 Such Proposal is genuine and is not a collusive or sham Proposal;

4.0 Neither the said Respondent nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from submitting a proposal in connection with such Contract, or has in any manner, directly or indirectly sought by agreement of collusion or communication or conference with any other Respondent, firm or person to fix the price or prices in the attached Proposal or of any other Respondent, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Respondent or to secure through any collusion conspiracy, connivance or unlawful agreement any advantage against the Cambridge Redevelopment Authority, the City of Cambridge or any person interested in the proposed Contract; and

5.0 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed (type name): ____________________________

Title: ____________________________

Date: ____________________________
NONDISCRIMINATION STATEMENT

The Consultant agrees:

1. The Consultant shall not, in connection with the services under this Contract, discriminate by segregation or otherwise against any employee or applicant for employment on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status or any other characteristic protected under applicable federal or state law.

2. The Consultant shall provide information and reports requested by the Cambridge Redevelopment Authority pertaining to its obligations hereunder, and will permit access to its facilities and any books, records, accounts or other sources of information which may be determined by the Cambridge Redevelopment Authority to affect the Consultant’s obligations.

3. The Consultant shall comply with all federal and state laws pertaining to civil rights and equal opportunity including executive orders and rules and regulations of appropriate federal and state agencies unless otherwise exempt therein.

4. The Consultant’s non-compliance with the provisions hereof shall constitute a material breach of this Contract, for which the Cambridge Redevelopment Authority may, in its discretion, upon failure to cure said breach within thirty (30) days of written notice thereof, terminate this Contract.

5. The Consultant shall indemnify and save harmless the Cambridge Redevelopment Authority from any claims and demands of third persons resulting from the Consultant’s non-compliance with any provisions hereof, and shall provide the Cambridge Redevelopment Authority with proof of applicable insurance.

Signed (type name):

Title:

Date:
CERTIFICATE OF TAX, EMPLOYMENT SECURITY, AND CHILD CARE COMPLIANCE

Pursuant to Massachusetts General Laws Chapter 62C, §49A and Chapter 151A, §19A(b) and Chapter 521 of the Massachusetts Acts of 1990, as amended by Chapter 329 of the Massachusetts Acts of 1991,

I ______________________ (Name) whose principal place of business is located at
__________________________________________________________ (Address), do hereby certify that:

A. The above-named Respondent has made all required filings of state taxes, has paid all state taxes required under law, and has no outstanding obligation to the Commonwealth’s Department of Revenue.

B. The above-named Respondent/Employer has complied with all laws of the Commonwealth relating to unemployment compensation contributions and payments in lieu of contributions.

C. The undersigned hereby certifies that the Respondent/Employer (please check applicable item):

1. _________ employs fewer than fifty (50) full-time employees; or
2. _________ offers either a dependent care assistance program or a cafeteria plan whose benefits include a dependent care assistance program; or
3. _________ offers child care tuition assistance, or on-site or near-site subsidized child care placements.

Signed under the penalties of perjury this ______ day of ______________, 201__.  

________________________  
Federal Identification Number

Signed (type name):  ________________________________

Title:  ________________________________

Date:  ________________________________
The goal, in addition to the resurfacing of the roadways, is to improve conditions within the public right-of-way for all users, including pedestrians, bicyclists and those with disabilities. The design shall incorporate sidewalks, curb-cuts, curb extensions and crosswalks in compliance with the MassDOT, formerly Massachusetts Highway Department (MHD), Guidelines for Wheelchair Road and Pedestrian Access and the Massachusetts Architectural Access Board Regulations. Also, the design may include traffic calming tools and exclusive pedestrian and/or bicycle facilities.

Unless otherwise noted herein, bid documents and specifications are not required. However, Bid Quantity take-offs shall be provided and segmented per the direction of the City.

SURVEY:

As required to fulfill the scope of design services full survey of the project area shall be completed. Survey information shall be compiled to complete an existing conditions base plan that conforms to the MHD Field Survey and Base Plan Preparation Standard for English units. Data Accumulation Surveys need to be provided including, at a minimum, existing utility infrastructure, property ownership and street addresses. The survey shall be oriented according to the Massachusetts State Plane, NAD 1983, horizontal coordinate system and vertically shall use the City of Cambridge Datum.

Surveys of to complete the scope of work shall include, at a minimum:

- Back of sidewalk (See note below)
- 10’ behind back of sidewalk-driveways, walls, trees, structures, etc.
- Top and bottom of curb
- All building entrances at intersections with improvements and for entire project area
- All changes in grading and sidewalk materials
- Roadway centerline, centerline for cross streets
- Spot elevations every 10’
- Location and grades of all surface utilities including hydrants
- Location and elevation of all benchmarks and control points
- All utilities including catch basins, manholes, gas/water valves, subgrade vaults, etc.
- Limits of existing pavement, such as parking areas, drives
- Location of all subsurface utilities
- Building edges
- Adequate grading and utility information at cross streets to fully evaluate and understand drainage patterns

Where work is required to implement a compliant curb-cut is clearly contained within the existing sidewalk layout, the back of sidewalk is sufficient for the layout line and it is not necessary to establish the Right-of-Way, per MassDOT, formerly MHD, Guidelines. However, where the layout is inadequate
or when there is an encroachment that will interfere with the construction of a compliant sidewalk, the Right-of-Way must be established.

Survey limits shall be extended, as required, to fully evaluate drainage conditions. Particular attention shall be paid to the proposed location of raised crosswalks, intersections, curb extensions and compliant ramps.

**DESIGN:**

**Design General:**

-Sidewalks:
  - Materials shall match existing materials unless otherwise noted. In areas of asphalt sidewalk patching, best estimates as to the sidewalks original material, concrete or brick, shall be made and reviewed with the City.
  - Spot elevations, top and bottom, shall be provided along the length of any new sidewalk every 25’ and at changes in slopes and entrances. Cross slope percentages shall also be indicated on the plans.
  - Identify for review with City any sidewalks with less than 5’ total width and/or with pinch points less than 4’ wide (tree pits, utility poles or other obstructions). All pinch points shall be individually identified as creating a pedestrian access route less than 4’ or less than 3’.
  - Proposed back of sidewalk shall match existing grades to the extent practicable. When it is not possible to match existing grades, both the existing and proposed grades shall be shown to evaluate impacts on the private property or on the street curb reveal.
  - Street curb reveal shall be 6” ± 1” (5”-7”).
  - Proposed sidewalks/ramp design shall evaluate each building entrance for ADA and MAAB compliance. Non-compliant entrances shall be brought to the attention of the City for review.

-Sidewalks at Intersections:
  - Plans and Details shall be provided in accordance with MHD guidelines and compliant with ADA and MAAB Standards.
  - Wherever a crosswalk is proposed, compliant curb cuts are required.
  - As indicated, implementation of the Modified Raised Crosswalk (Raised Treatment), shall be considered. Please see attached detail for “Alternate Pedestrian Ramp Design for Side Streets”. Each location shall be evaluated for use of Modified Raised Crossing with particular attention paid to the drainage conditions after implementation of the raised crossing. Survey limits shall be extended as required to evaluate drainage conditions.
  - Extensions shall be design to accommodate SU-30 turning maneuvers.
  - City standard concrete driveway aprons shall have a 15.0% maximum slope, a 4’ wide level sidewalk area and a maximum lip at the roadway of 1”.
  - Where intersection improvements are proposed, roadway resurfacing shall extend a minimum of 20’ into the cross street.

-Roadway, Pavement Marking and Pedestrian Signals:
  - All standard crosswalks shall have international markings (Zebra) with 8 foot long and 2 foot wide bars spaced with 2’ of separation.
  - All existing crosswalks shall be maintained with new marked crossing added as indicated.
• All symbols (Bike lane symbol, etc.) Shall be in pavement marking tape. All other pavement markings should be in thermoplastic.
• Evaluate/design traffic calming tolls as directed by the City.

-Drainage:
• City Standard drainage materials and structures shall be detailed, as required. Proposed Drainage structures shall include rim, invert and connection elevations.
• Provide adequate survey information to allow for full evaluation of the drainage condition, paying particular attention to new raised crosswalks and curb extensions.

-Data collection/Observations – (dates will be directed by the City):
• Bike counts should be done with observations regarding bike routes/turns on a typical weekday with good weather.
• On street curb use should include counts on weekday/end(s) morning, mid day and midnight. The observations should be completed three times one day of the week (midweek) three different weeks.
• Data collection observations should avoid late June, and all of July and August.

Estimated Construction Costs:

Estimated construction costs shall be provided for each specific design area, and the miscellaneous sidewalk design areas, if any. Costs shall be presented in a manner that allows for each area to be independently evaluated.

Deliverables:

At the completion of the design process the following shall be provided to the City:

• On-street parking survey information, bike counts and observations
• Plans, at a minimum scale of 20’=1”, packaged for Bid according to City direction (to be determined based on review of preliminary cost estimates and designs)
• Electronic copies of all survey and design information in AutoCAD version xxxx or newer.
• Bid Quantities and Take offs, for each design area
CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement (this "Agreement") is made as of this ______ day of ____________, 20___, by and between the Cambridge Redevelopment Authority, a public body politic and corporate, established pursuant to Chapter 121B of the Massachusetts General Laws (hereinafter the "CRA"), and _____________, Inc, a corporation organized under the laws of The State of _____________ (hereinafter the "Consultant"). The CRA and the Consultant may hereinafter be collectively referred to as the "Parties."

RECITALS

1. The CRA is engaged in the redevelopment and renewal of the Kendall Square Urban Renewal Area (the “CRA’s Work”) in accordance with the provisions and requirements of Mass. Gen. L. c. 121B (“Chapter 121B”);

2. In furtherance of the CRA’s Work, the CRA seeks to retain the Consultant for the services set forth in Exhibit A (the “Consultant’s Work”), and the Consultant is qualified, ready, willing, and able to perform the Consultant’s Work in accordance with this Agreement;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I - Statement of Purpose of Agreement; Term

Section 101 – Purpose of Agreement

This Agreement is intended to set forth the agreement between the Parties pursuant to which the Consultant will provide the Consultant’s Work to the CRA and the CRA will reimburse the Consultant accordingly.

Section 102 – Term

The term of this Agreement (the “Term”) shall begin as of ____________ and shall continue through ____________. Notwithstanding the foregoing, the CRA may terminate this Agreement with or without cause by providing to the Consultant written notice of termination not later than thirty (30) days prior to the effective termination date. In such event, the Agreement shall terminate at the end of the thirty day period, and the CRA shall pay to the Consultant so much as are owed for the Consultant’s Work completed through the date of termination.
ARTICLE II - CRA OBLIGATIONS

Section 201 – Request to the Consultant

The CRA hereby requests that the Consultant perform the Consultant’s Work as further described in Exhibit A in accordance with the requirements of this Agreement.

Section 202 - Scope of Consultant’s Work

The CRA agrees that it will make no material change to the Consultant’s Work without the prior written approval of the Consultant.

Section 203 – Payment for Consultant’s Work

Upon the completion of Consultant’s Work and the receipt of an invoice for such work, the CRA shall pay such invoice in accordance with the terms of this Agreement.

ARTICLE III - CONSULTANT OBLIGATIONS

Section 301 - Provisions for the Consultant

The Consultant shall provide the necessary personnel, equipment and materials to the CRA in an amount, at a time, and in a manner sufficient to pursue and complete the Consultant’s Work in accordance with generally accepted practices of engineers and/or scientists providing similar services at the same time, in the same locale, and under like circumstances. The Consultant represents that it is qualified to perform the Consultant’s Work.

Section 302 – Office; Availability of Consultant Personnel

The Consultant shall maintain an office located within the confines of the Commonwealth of Massachusetts. Such office shall be staffed with professional personnel adequate in number, training and experience to perform the work required under this Agreement. Prior to the beginning of the Consultant’s Work, the Consultant shall submit for CRA approval the names, resumes, titles and rates of all personnel to be assigned to the Consultant’s Work which shall be consistent with Consultant’s proposal in all respects. Any subsequent increase in rates shall require the written approval of the CRA.

Section 303 – Schedule for Completion of the Consultant’s Work

The Consultant shall begin performance of the Consultant’s Work promptly and shall complete the Consultant’s Work without delay. All work shall be performed by the Consultant in accordance with the schedule as shown in Exhibit A. Except for CRA’s obligation to pay for work rendered by Consultant, no liability will attach to either party from delay in performance or nonperformance caused by circumstances or events.
beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, flood, unanticipated site or subsurface conditions, explosion, war, terrorism, request or intervention of a governmental authority (foreign or domestic), court order (whether at law or in equity), labor relations, accidents, delays or inability to obtain materials, equipment, fuel or transportation.

Section 304 – Insurance and Indemnification

The Consultant shall carry Professional Services Liability Insurance for errors and omissions, in an amount of at least $1,000,000, which shall remain in force for three years after Consultant’s completion of its work under this Agreement. Consultant shall indemnify and save harmless the CRA, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description to the extent caused by the errors and omissions in the work performed by the Consultant, its employees, subcontractors and agents after the starting date of and under the terms of this Agreement. Consultant shall provide Valuable Paper insurance coverage, which shall include coverage in a sufficient amount to assure the restoration of any plans, drawings, computations, field notes or other similar data relating to the work covered by this Agreement in the event of loss or destruction until all data is turned over to the CRA. A certificate showing that it is carrying the required insurance shall be submitted to the CRA for filing. The CRA shall not be obligated to make any payment to the Consultant for services performed under the provisions of this Agreement before receipt of such evidence of insurance coverage.

No cancellation of such insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the CRA at least twenty (20) days prior to the intended effective date thereof, which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by certified mail, postage prepaid, with a return receipt of addressee requested, shall be sufficient notice. An affidavit from any officer, agent or employee, duly authorized by the insured, shall be prima-facie evidence that the notice was sent.

The Consultant expressly agrees that its subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Consultant or the CRA beyond such as may legally exist irrespective of this Article or Agreement.

ARTICLE IV- REIMBURSEMENT AND TOTAL MAXIMUM OBLIGATION

Section 401- Payment for Consultant’s Work

Not later than thirty (30) days following its receipt of each portion of the Consultant’s Work and an invoice consistent with such work, the CRA shall pay to the Consultant the approved cost of such invoice.
Section 402 – Total Maximum Obligation

The maximum obligation to be incurred by CRA pursuant to this Agreement shall not exceed ____________, without further amendment and agreement of the Parties.

ARTICLE V - REPRESENTATIONS

Section 501 – Qualifications

The Consultant represents that it is qualified and shall at all times remain qualified and shall only retain third parties that are qualified to perform and complete the obligations in this Agreement; and that performance shall be timely and meet industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient profession liability; and other appropriate insurance to cover the performance.

Section 503- Standard of Care

The Consultant represents that performance under this Agreement, in addition to meeting its terms, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Section 504 – No Collusion

The Consultant certifies that this Agreement has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a response or termination of this Agreement.

Section 505 – Public Records Law

The Parties acknowledge that deliverables and other documents produced under this Agreement may be subject to the Federal Freedom of Information Act or the Massachusetts Public Records Law, or both, and each agree to comply with such law(s) in every respect.

Section 506 – Release and Ownership of Materials

No copies of data or plans, including material in the formative stage are to be released by the Consultant to any other person or agency, except after prior approval of the CRA. All press releases including plans and information to be published in newspapers, magazines, and other news media are to be through CRA sources only. All materials prepared by the Consultant for the purpose of performing the Consultant’s Work shall be owned by the CRA. During the performance of the Contract, such
material shall be maintained by the Consultant; the CRA will have full access to such materials with copies available to the CRA upon request. Any reuse or modification of Consultant’s Work without written verification or adaption by Consultant for the specific purpose intended shall be at CRA’s and/or any third party’s sole risk and without liability or legal exposure to Consultant.

**ARTICLE VI - MISCELLANEOUS MATTERS**

*Section 601 – Notices*

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the CRA, or a duly authorized contracting officer of the Consultant, and shall be deemed delivered if mailed, postage prepaid, by certified mail, return receipt requested, or delivered by hand to the principal office of the intended Party.

*Section 602 – Authorized Representatives*

The Parties agree to cooperate with each other reasonably, actively and in good faith and in any other way not specifically set forth in this Agreement. For the purpose of this Agreement, The CRA hereby appoints Jason Zogg (617-492-6800x12, jzogg@cambridgeredevelopment.org) as its Authorized Representative, the Consultant hereby appoints __________ as its Authorized Representative. Each Authorized Representative shall be authorized to negotiate and approve actions taken under this Agreement on behalf of their respective organizations, and shall be authorized to initiate, execute and deliver any correspondence relating to this Agreement which is not specifically required by its terms.

*Section 603 - Counterparts*

This Agreement may be executed in multiple counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument. The Agreement, including the Exhibit made a part of this Agreement, constitutes the entire agreement of the Parties with respect to the matters referenced herein, and supersedes all prior dealings and agreements, written or oral, between the Parties with respect to such matters.

*Section 604 – Effective Date* 

-5-
This Agreement shall be deemed to become effective as of the date it shall be executed and dated by all Parties, and shall terminate on the last date of each Parties’ compliance with each of the obligations set forth herein.

**Section 605 – Respective Authorizations**

The Parties each represent to each other that the persons executing this Agreement on their behalf have been duly authorized to do so. This Agreement may be amended from time to time only in writing executed by the Parties.

**ARTICLE VII–LIMITATIONS**

**Section 701-Waiver of Consequential Damages**

Neither party, nor their parent, affiliated or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law, the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise.

**Section 702-Limitation of Remedies**

To the fullest extent permitted by law, the total aggregate liability of Consultant, its officers, directors, and employees to CRA, and anyone claiming by, through, or under CRA, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant’s Work and services, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability or contract, shall be limited to an aggregate amount of $50,000 or Consultant’s fee, whichever is greater.

The Consultant and the CRA have respectively caused this Agreement to be duly executed as a sealed instrument as of the day and year first above written.

CAMBRIDGE REDEVELOPMENT AUTHORITY

CONSULTANT

By: _______________________________  By: _______________________________
Executive Director

Its:________________________________

By:_______________________________

Chair of the Board