



# RFP

## 71 Cherry Street *Real Estate Development Financing*

<b>Issued:</b>	<b>October 29, 2019</b>
<b>Issued by:</b>	<b>Cambridge Redevelopment Authority 255 Main Street, Eighth Floor Cambridge, MA 02142</b>
<b>Contact:</b>	<b>Erica Schwarz, Project Manager: <a href="mailto:eschwarz@cambridgeredevelopment.org">eschwarz@cambridgeredevelopment.org</a></b>
<b>Contact Phone:</b>	<b>617-492-6800 x17</b>
<b>Questions Due:</b>	<b>Received by email no later than 4:00 PM on November 8, 2019</b>
<b>Proposals Due:</b>	<b>Received by mail or email no later than 4:00 PM on November 22, 2019</b>

The Cambridge Redevelopment Authority (“CRA”) invites firms and organizations (“Respondents”) to submit Real Estate Financing Proposals (“Proposals”) in accordance with this Request for Proposal (“RFP”).

Responses to this request will be evaluated to determine the qualifications of Respondents and the quality of reach proposal. Proposals will not be evaluated unless all parts requested are submitted in a complete package. Proposals must adhere to the format and content of this RFP. The CRA reserves the right, in its sole discretion, to allow minor additions and substitutions to the format and content requested under this RFP.

The successful Respondent shall be invited to enter into a Professional Services Contract (“Contract”) based on the specifications outlined in this RFP.

Respondents are encouraged to register their interest in the RFP via email to [eschwarz@cambridgeredevelopment.org](mailto:eschwarz@cambridgeredevelopment.org). Requests for clarifications or questions concerning the RFP may be submitted via email to Erica Schwarz at [eschwarz@cambridgeredevelopment.org](mailto:eschwarz@cambridgeredevelopment.org) **by 4:00 pm, on November 8, 2019**. Questions submitted after that time may not be addressed.

There will be a site visit on November 7<sup>th</sup> at 9:30 am at 71 Cherry Street in Cambridge. Attendance at the site visit is recommended but not required.

Answers will be posted on the CRA website on the Jobs/Contracting page, and will be emailed to everyone who registered their interest by **November 8, 2019, by 4:00 pm**. Proposals are due on **November 22, 2019 by 4:00 pm**.

Any addenda will be emailed to the registered contacts on file, and to those who have asked questions. Addenda will also be posted on the CRA’s website under the Jobs/Contracting section.

### Expected Timeline of key activities

Key Activities	Deadline
RFP Issued	October 29, 2019
Site Visit	November 7 <sup>th</sup> , 9:30 am, 71 Cherry Street
RFP and Questions from Registered Proponents Due	November 8, 2019
CRA Responses to Questions from Registered Proponents Issued	November 15, 2019
Proposals Due	November 22, 2019
Interviews with Finalists	Between December 2nd and 13th, 2019
Contract Awarded By	January 15, 2020

## 1. CONTEXT

### Project Overview

The CRA and the Margaret Fuller Neighborhood House (MFNH) have been jointly exploring options to redevelop the MFNH-owned site at 69-71 Cherry Street in Cambridge. The site currently includes a 9,000 square foot parking lot that MFNH seeks to develop, the historic house from which the nonprofit operates and an attached partially below grade space where MFNH runs its after-school and youth programs. The historic house and youth programs include approximately 9,000 square feet among four floors.

The CRA and the MFNH have entered into a Cooperation Agreement in order to:

- Supply mixed-income housing for the Cambridge community.
- Apply the value of undeveloped land owned by MFNH (Parking Lot) to expand the organization's capacity, and strengthen and grow programs.
- Strengthen MFNH's immediate and long-term financial position and improve its community-serving facilities.

The parties are considering a project with a potential development scope of the following items, collectively considered the Project, and individually referred to as Project Components:

- New construction mixed-income housing that will produce revenue for the MFNH (Housing Construction).
- New program facilities, including redeveloping the youth program facility, food pantry facility and related amenities (Facilities Revitalization).
- Improvements to the existing historic house where MFNH administrative offices and other program space are located in order to improve energy efficiency, better support life safety and maximize the use of space for the organizational mission (Historic House Improvements).

### About Margaret Fuller Neighborhood House

This three-story, Federal-style house at 71 Cherry Street was completed in 1807. Margaret Fuller lived in the house from the time of her birth in 1810 until age 16. As a child, Margaret was a prodigy, reading Latin by age six. As an adult, she became an extremely influential

voice in the feminist movement of the 19th Century, particularly after the publication of her 1845 book, *Women in the 19th Century* (Source: <https://www.nps.gov/nr/travel/pwwmh/ma59.htm>).

In 1902, the historic home was reinvented as the Margaret Fuller Neighborhood House (MFNH), becoming one of the first settlement houses in the United States. This was at the height of the industrial revolution, when local factories in and near to Cambridge largely employed recent immigrants. MFNH was designed as an outpost of education and culture, and helped meet the social service needs of immigrant workers and their families.

Today, MFNH serves as a nexus of activity for residents of the Port neighborhood and beyond, and provides adult enrichment programs including support for young adults and senior breakfasts, after-school and summer youth programs, a computer lab, a community library, and a food pantry serving 1,100 families annually.

Learn more about MFNH: <http://www.margaretfullerhouse.org/who-we-are/history-mission/>

MFNH's administrative offices, community library and computer center are located in the Federal-style house. The pantry is located in the partially finished basement of the house. The after-school center is located in a partially sub-grade level structure adjacent to the historic home. MFNH has conducted repairs as needed to the house, but has not made any major renovations in the recent past.

In the spring of 2019 MFNH held a series of community meetings in order to gather input from residents about their goals for development on the site, and to keep residents informed as this project moves forward. In summer 2019, the CRA and MFNH selected Studio G Architects as the designer for this project.

## 2. SUBMISSION OF PROPOSALS

In order to be considered for the Contract, respondents must submit all information requested in the RFP. **All components of all proposals must be received by the CRA by 4:00 pm on November 22, 2019.** Responses must include three (3) hard copies and an electronic file via email or thumb drive. Refer to Exhibit A for response requirements.

Proposals may be delivered or mailed to Erica Schwarz at the CRA, 255 Main Street, 8th Floor, Cambridge, MA 02142. The additional electronic file can be included via thumb drive with the hard copies or emailed to Erica Schwarz at [eschwarz@cambridgeredevelopment.org](mailto:eschwarz@cambridgeredevelopment.org). Responses will be opened and evaluated by CRA staff, with input from Margaret Fuller Neighborhood House staff and board. Until the time of opening of proposals by CRA staff, proposals will be confidential and shall not be disclosed publicly. Once opened, responses may be disclosed to the extent required by applicable public records laws.

All proposals will remain in effect for at least 60 days from submittal. The CRA has the sole discretion to: (a) reject any and all proposals, and (b) negotiate the modification of any and all proposals with any respondent in whatever manner it deems is in the best interest of the CRA and the Foundry project. There is no guarantee, either expressed or implied, that an award of a contract will be made to any Respondent.

### 3. CONTRACTOR INFORMATION

The CRA may request additional information, samples, or presentations in support of proposals. Additionally, the CRA may perform an interview with respondents under consideration to clarify information provided in proposals, or to gather more evidence of managerial, financial, and technical abilities.

### 4. SITE VISIT

A site visit has been established for the date of **Thursday, November 7th, 2019 at 9:30 am at 71 Cherry Street in Cambridge**. Each respondent will be allowed to ask questions. A summary of answers to questions asked before or during the site visit will be posted on the CRA website and emailed to all parties who request it.

Failure to inspect the Property in no way relieves the Contractor from the necessity of furnishing any requested materials and/or performing labor necessary for the satisfactory completion of property management services. The site inspection is recommended but is not a requirement for participating in the RFP process.

### 5. DURATION OF AGREEMENT

The contract shall have two phases. The term of Phase I of the proposed contract (“Phase I”) between the Contractor and the CRA shall be initiated in January 2020 for a period of twelve to eighteen (12 – 18) months.

The term of Phase II of the proposed contract (“Phase II”) shall be initiated at the start of construction for a period of up to two (2) years.

Termination by either party shall be by written notification with at least thirty (30) days’ notice.

### 6. SCOPE OF WORK (PROPERTY MANAGEMENT SERVICES)

The Contractor will provide real estate project budgeting and financing services for the Margaret Fuller Neighborhood House project at 69-71 Cherry Street in Cambridge.

This RFP covers the conceptual, financing, and construction phase of the project, each with a unique scope of work. The final scope and timeline will be negotiated by the consultant and the CRA.

#### **PHASE I SCOPE: Conceptual and Financing Phases**

Activity	Estimated Timeline
Using conceptual sources and uses, develop and refine a development budget and draft pro forma for the project including identifying suitable	January 2020 – April 2020;

<p>financing and the way in which the housing portion of the project may cross subsidize the social services and historic renovation portions.</p> <p>The budget and pro forma must be created in the context of the Margaret Fuller Neighborhood House’s operating budget projections, and with the organization’s future financial and operational strength in mind.</p> <p>This will include exploring financing and grant options from sources that may include the City of Cambridge Housing Trust, Cambridge CPA Funds, Property and Casualty Initiative, The Life Initiative, CEDAC’s Children’s Investment Fund/EEOST funds, New Market Tax Credits, Historic Tax Credits and others.</p>	
<p>Provide advice and assistance to CRA staff to support the submission of financing applications to sources as identified in the project budget, and provide technical support as needed through closing on various sources of financing.</p> <p>Provide strategic advice and technical support to update the development budget and pro forma as needed and fill budget gaps as they arise, with a focus on the future operational and financial strength of the Margaret Fuller Neighborhood House.</p>	April 2020 – March 2021

### **PHASE II SCOPE: Construction Phase**

<b>Activity</b>	<b>Estimated Timeline</b>
Provide strategic advice and technical assistance as needed to fill any remaining gaps in the development budget, and in order to support the project in realizing its forecasted operating budget.	April 2021 – March 2023

## **7. QUALIFICATIONS AND EXPERIENCE**

The successful Respondent will have demonstrated experience in developing real estate development budgets for now completed projects. Successful Respondents will have demonstrated experience securing financing for mixed use, nonprofit sponsored development projects, including securing financing for uses that include childcare and programs serving low-income families. Successful Respondents will have supported nonprofit agencies in creating operating proformas for new developments that supported the agencies’ financial health once the projects completed construction. Experience in developing development budgets and pro formas for residential real estate real estate is required, with a preference for small scale residential projects that include an affordability component. It is highly preferred for respondents to have experience developing budgets and securing financing for projects in which one project component cross subsidizes another.

By submitting the proposal, the Contractor certifies that it is qualified as per the following characteristics:

1. Capable of undertaking all activities outlined in the Scope of Work section in this RFP, including items outlined for both Phases I and II.
2. Has at least seven (7) years of real estate financing experience.
3. Can demonstrate direct experience developing real estate development budgets and pro formas, and securing financing, for completed and/or fully financed projects that include most, if not all, of the following characteristics:
  - The sponsoring agency was a nonprofit organization
  - The project included a childcare component
  - The project included a housing component
  - The project's end users were largely low-income families
  - The operation of the new development maintained or enhanced the sponsoring nonprofit organization's financial health

## 8. SELECTION CRITERIA

The CRA has determined that the selection of the most advantageous proposal requires comparison of factors in addition to price, because of, *inter alia*, the mission-based nature of the project, the mix of uses within the project the expertise required to secure resources to fund their development, and the need for the project pro forma to strategically align with MFNH's future operating budgets. CRA Staff and representatives from Margaret Fuller Neighborhood House will evaluate each RFP response in order to choose any number of finalists to invite for interviews.

Responses will be evaluated using ratings outlined in the chart that follows, which determine the level of responsiveness of each submission and the ability of the Respondent to perform services outlined in the RFP. To each of the evaluation criteria, a rating of highly advantageous, advantageous, or non-advantageous will be assigned. These ratings will be used to assign a composite rating to each proposal evaluated.

The CRA will award a contract to the firm or organizations that will provide strategic advice and expert technical assistance to support the project, taking into consideration alignment with selection criteria outlined in this section, as well as the level of fees for Phase I and for Phase II.

The CRA encourages minority and women owned firms to apply. Consideration of a firm's status as minority or women owned will be considered.

	<b>Highly Advantageous</b>	<b>Advantageous</b>	<b>Non-Advantageous</b>
Relevance and Quality of Previous Similar Work	Consultant’s previous experience is strongly relevant to the needs of the MFNH development project and represents high levels of achievement in real estate development financing best practices relevant to the scope outlined herein.	Consultant’s previous experience is similar to the needs of the MFNH development project and represents moderate levels of achievement in real estate development financing best practices relevant to the scope and qualifications outlined herein.	Consultant’s previous experience has little relevance to the needs of the MFNH development project and demonstrates limited achievement in real estate development financing relevant to the scope and qualifications outlined herein.
Experience and Qualification of Firm & Personnel	The personnel assigned to the project, particularly the lead personnel for the MFNH development project, have extensive and well-rounded experience as per items 1 – 3 listed above in “Qualifications and Experience”.	The personnel assigned to the project, particularly the lead personnel for the MFNH development project, have moderate experience as per items 1 – 3 listed above in “Qualifications and Experience”.	The personnel assigned to the project, particularly the lead personnel for the MFNH development project, have little experience as per items 1 – 3 listed above in “Qualifications and Experience”.
	<b>Highly Advantageous</b>	<b>Advantageous</b>	<b>Non-Advantageous</b>
Quality of References	References provide substantive positive comments on the ability of the respondent to carry out specific real estate development financing work, including comments on the personnel who will work on the MFNH project.  References provided high praise for the firm and the personnel in terms of responsiveness, knowledge and expertise, quality of advice and technical assistance, depth of knowledge of key financing sources,	References provide moderate comment on ability of the respondent to carry out specific real estate development financing work, including comments on the personnel who will work on the MFNH project.  References provided moderate praise for the firm and the personnel in terms of responsiveness, knowledge and expertise, quality of advice and technical assistance, depth of knowledge of key financing sources,	References could not provide detailed comment on the respondent’s experiences with real estate development financing, including a lack of detailed comments on the personnel who will work on the MFNH project.  Or, references provided negative comments regarding the firm and/or the personnel.

	adherence to budget, attention to detail, and general effectiveness.	adherence to budget, attention to detail, and general effectiveness.	
Capacity	The respondent clearly demonstrates that they have the capacity to undertake this project in a timely manner, and can meet the timeline outlined in the scope.	The respondent appears to have adequate capacity to undertake this project in a timely manner, and to meet the timeline outlined in the scope.	The respondent appears to have little capacity to undertake this project in a timely manner, or to meet the timeline outlined in the scope.
	<b>Highly Advantageous</b>	<b>Advantageous</b>	<b>Non-Advantageous</b>
Appropriateness of Proposed Program Implementation	The proposed activities outlined for Phases I and II are essential and appropriate and would strongly support the budget and financing needs of the project through the conceptual, financing and construction phases.	The proposed activities outlined for Phases I and II are generally aligned with the anticipated budget and financing needs of the project during conceptual, financing and construction phases.	The activities outlined for Phases I and II are not clear or are not appropriate, and would only minimally support the budget and financing needs of the conceptual, financing and/or construction phases of the MFNH development project.
Fees	The proposed fees are reasonable for the work proposed, and competitive as compared to fees for similar work products.	The proposed fees are moderately reasonable for the work proposed, and largely competitive as compared to fees for similar work products.	The proposed fees are significantly higher or lower than expected for the work proposed, and differ significantly to fees for similar work products.



## 9. INSURANCE

Throughout Phase I and Phase II of Contract, the Contractor shall maintain, at the Contractor's sole expense, effective insurance covering the Contractor's activities for this project, as per the requirements outlined in Exhibit E. The Contractor shall furnish the CRA with a certificate of insurance from a company licensed to do business in the State of Massachusetts indicating coverage is in place.

Proof of insurance shall be provided by the Contractor before commencement of the Contract.

Insurance policies shall include the Cambridge Redevelopment Authority and the Margaret Fuller Neighborhood House as additionally insured with respect to the activities carried out under this Contract.

## 10. PRICE AND PAYMENTS FOR PHASE I AND PHASE II

The Respondent should submit separate fees/pricing for Phase I and Phase II as outlined in this RFP. Fees should include detail on any hourly rate, as well as total hours expected for each phase and total estimated cost for each phase.

The Respondent shall submit a detailed invoice to the CRA detailing services on a monthly basis. During Phase II, each invoice shall include a detailed account of the Work performed.

The CRA shall render the Contractor regularly scheduled payments in remuneration for the Contractor's services in amounts as specified. Said payments shall be made within (30) days from the Contractor's invoice date.

A W9 number and proof of insurance must be furnished to the CRA before any initial payment can occur.

## 11. SEQUENCING AND SCHEDULING

Upon acceptance of the Proposal, the Contractor shall coordinate with the CRA to develop a final schedule of services in support of the development budgeting and financing needs of the MFNH project.

## 12. MISCELLANEOUS PROVISIONS

### Living Wage Ordinance

All employees of the Contractor must be compensated in accordance with the Living Wage Ordinance of the City of Cambridge. See Exhibit D.

### Standard Contract

The Contractor will be expected to sign the CRA's standard contract, included as Exhibit F. A finalized scope of services will be attached to the standard contract.

### Arbitration

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this Agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the CRA and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### Termination of Agreement

Proposal specifications should allow for the formal cancellation of the agreement between the CRA and Contractor. During the Phase I, thirty (30) days' notice shall be required for termination of the Agreement. During Phase II, ninety (90) days' notice shall be required for termination.

In the event of termination, not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date, together with all termination expenses, defined as expenses directly attributable to termination for which the Contractor is not otherwise compensated.

### Conflict of Laws, Assignment, & Integration Clauses

Unless otherwise specified, this Agreement shall be governed by the laws of the City of Cambridge and the Commonwealth of Massachusetts.

The CRA and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of the Agreement. Neither the CRA nor the Contractor shall assign, sublet or transfer any interest in the Agreement without the written consent of the other.

The Agreement will represent the entire and integrated Agreement between the CRA and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. The Agreement may be amended only by written instrument signed by both the CRA and the Contractor.

It is anticipated that the scope for Phase II will require additional negotiation during the consultation work of Phase I.

### **13. PROPOSAL GUIDELINES**

In order to qualify for the work on this project, Contractors must submit all information requested under Exhibit A. Proposals must adhere to the general format and content of this RFP and the forms below. Contractors should provide the information requested under each section, in a brief yet complete form. Proposals will not be evaluated unless all information requested is submitted in a complete package.

The CRA reserves the right, in its sole discretion, to allow minor additions and substitutions to the format and content requested under this RFP. Finalists will be required to appear for an interview.

### **RFP EXHIBITS**

- A. Required Proposal Submission Outline
- B. Cooperation Agreement between Margaret Fuller House and Cambridge Redevelopment Authority
- C. Map and Photos
- D. City of Cambridge Living Wage Ordinance
- E. Insurance Requirements
- F. Template of CRA Standard Contract

### **EXHIBIT A: Required Proposal Submission Outline**

Please provide three (3) hard copies of your submission **and** an electronic version, which can be emailed or provided via thumb drive. The electronic version should be no larger than 10MB.

Hard copies must be delivered or mailed to the CRA at 255 Main Street, 8<sup>th</sup> Floor Cambridge, MA 02142. The additional electronic version may be delivered or mailed via thumb drive, or emailed to: [eschwarz@cambridgeredevelopment.org](mailto:eschwarz@cambridgeredevelopment.org).

***All components of all submissions must be received by the CRA no later than 4:00 pm on Friday, November 22<sup>nd</sup>, 2019.***

#### **Part 1: Company Overview**

- a. Provide a brief history of the entity's experience in providing real estate development financing services, particularly for nonprofit sponsored projects. Highlight those projects that included:
  - A childcare component.
  - A housing component
  - End users who were largely low-income families
  - Future building operations which maintained or enhanced the sponsoring nonprofit organization's financial health
- b. Describe if the entity is a Woman or Minority Business Enterprise.
- c. Include information on the number of staff. Provide evidence that the staff or company has a minimum of seven (7) years of successful experience performing real estate financing consulting work.

#### **Part 2: Property Management Experience & Personnel**

- a. Provide a list up to five (5) current or former real estate development financing clients for similar projects. Please include the following:
  - Name and address of the organization
  - Name and title of client contact
  - Telephone number of client contact
  - Overview of scope, year(s) of service, and date when project was completed
- b. Provide resumes for the staff who will be assigned to this project. Resumes should include education, experience, specific professional accomplishments and any special qualifications. Describe the wage range for your employees. Successful respondents must meet the City of Cambridge's Living Wage ordinance. The 2019 minimum living wage is \$16.15 an hour (rate may be increase in 2020, see Exhibit E).

#### **Part 3: Program Implementation for Phases I and II**

- a. Describe the process the firm will undertake to develop the sources and uses development budget for the project, including for the Housing Construction, Facilities

Revitalization, and Historic House Improvements components. Include an overview of the sources the firm will explore for this project. Describe the communication process you will seek to have with the CRA as the work progresses.

- b. Describe how the firm could support the CRA and MFNH in submitting financing applications
- c. Describe the kind of support the firm would provide during the construction phase and the process the firm would implement to carry out that support. Describe circumstances that might require this kind of assistance during the construction phase.

#### **Part 4: Fees and Contracting**

- a. Describe the company's fee method. Provide a description of fees for Phases I and II. If the company will charge an hourly wage, please estimate the number of hours expected to be needed during each phase, on a monthly basis.

This description could be incorporated into Part 3, to align with the outline implementation of Phases I and II.

- b. Describe any circumstances that might lead to additional billing.

## **EXHIBIT B: Cooperation Agreement**

### **COOPERATION AGREEMENT**

#### **Between the Cambridge Redevelopment Authority and the Margaret Fuller Neighborhood House**

The Cambridge Redevelopment Authority (“CRA”) and Margaret Fuller Neighborhood House (“MFNH”) are creating a partnership in order to complete a mission-driven development project on the property owned by MFNH at 71 Cherry Street in Cambridge (“the Site”).

#### ***CONTEXT***

As per the Letter of Intent signed by the CRA and MFNH in December, 2018 and recent discussions:

- The Site is located within the Port neighborhood of the City of Cambridge (the “City”), proximate to Kendall Square, where the CRA has long been active;
- From the Site, MFNH has provided community programs and has been an active and important part of the City’s social service network for decades. Today, it is exploring its programmatic future and financial sustainability;
- The CRA is initiating the final phase of the successful Kendall Square Urban Renewal Plan, started in 1965, pursuant to which the Kendall Square Urban Renewal Area has been redeveloped. Over the last several years, the CRA has explored ways to share the public benefits of the success of this redevelopment project in other areas of the City;
- The CRA is now developing a policy and plan to guide its work related to housing and social service needs; MFNH’s mission and financial and capital needs align with the CRA housing and social service focused plan, now under development.
- The City Council of the City has declared that increasing access to affordable housing is a top priority, and the City’s City Manager has reaffirmed this objective on numerous occasions (the “City’s Housing Goals”);
- The Parties have entered into a loan agreement to provide short-term financial support for the MFNH and
- The Parties are interesting in pursuing the possibility of further leveraging the CRA’s resources in a manner that furthers the City’s Housing Goals while at the same time assisting MFNH in furthering its mission.

## **GOALS**

Therefore, CRA and MFNH are entering into this cooperation agreement in order to:

- To apply the value of undeveloped land owned by MFNH (the “Parking Lot”) to expand the organization’s capacity, and strengthen and grow programs (shown in Exhibit A).
- To strengthen MFNH’s immediate and long-term financial position.
- To supply mixed-income housing for the Cambridge community.

The parties are considering a project with a potential scope of the following items a - d, collectively considered “Project Goals”:

- a. New construction mixed-income housing (“Housing Construction”)
- b. New program facilities, including upgrades to the childcare center, youth program areas, food pantry facility and related amenities (“Facilities Revitalization”).
- c. Improvements to the existing historic house where MFNH administrative offices and other program space are located (“Historic House Improvements”).
- d. Elimination of MFNH’s existing debt with Eastern Bank.
- e. Post construction operating revenues and expenses, including any future required debt payments, that are affordable and sustainable as per MFNH’s expected annual budget.

## **OBLIGATIONS OF EACH PARTY DURING FEASIBILITY PHASE**

Each party will undertake the following activities, as per the anticipated timeline in Exhibit B.

1. MFNH will develop a Capital Campaign Plan largely focused on the Facilities Revitalization. The plan will estimate the total capital income MFNH has the capacity to raise over a 12-month period, targeting ten (10%) of the total project capital costs.
2. The CRA will undertake a Feasibility Analysis of a project that would meet the Project Goals. This will include carrying out or developing: a capital needs assessment of the historic home at 71 Cherry Street, an analysis of potential financing sources, conceptual design options, draft development budget and operating proforma, and partnership structure options. This data will support the staff and Board of MFNH in making strategic decisions regarding how to redevelop their property in the full interest of their organizational mission.

## **POTENTIAL STRUCTURES TO BE CONSIDERED DURING FEASIBILITY PHASE**

3. Through the Feasibility Analysis, the Parties will explore at least two redevelopment pathways for the Project that include the following basic structures:

- a. *Retention of Parking Lot:* Housing Construction, facilitated by the CRA, takes place on the Parking Lot through a long-term lease arrangement whereby the housing development revenue is used to finance a portion of the Facilities Revitalization and Historic House Improvements.
  - b. *Sale of Parking Lot:* This pathway may have two options.
    - b-1: The CRA purchases the Parking Lot with a purchase price set by the scope of the Housing Construction. The housing sale proceeds contribute capital that serves as part of the financing for the Facilities Revitalization and Historic House Improvements.
    - b-2: The CRA enters into a partnership with the MFNH to facilitate the Project, without first purchasing the parking lot. The lot is subdivided at a future date to enable home sales. Home sales proceeds serve as part of the financing for the Facilities Revitalization and Historic House Improvements.
4. If the Project involves the long-term lease of the Parking Lot, under Pathway 3a, the CRA will finance the Project and facilitate all elements of the Project redevelopment. Initial ground lease payments will pay the CRA back for the Soft Costs and Construction Costs related to the Project. After the Housing Construction revenue has paid off the debt of the Project, additional revenue shall provide ongoing programmatic revenue to the MFNH.
  5. If the Project is to include a sale of the Parking Lot owned by MFNH to the CRA under Pathway 3b-1, the CRA and MFNH will enter into an Option Agreement for the CRA to purchase the parking lot before filing for permits with the City. The CRA shall pay MFNH an Option Deposit upon the execution of the Option Agreement. This amount will be credited to the CRA in the event that the Option to Purchase is exercised after permits are received.
    - a. If MFNH does not choose to move forward with the Facilities Redevelopment or Historic Home Improvements portions of The Project the CRA may take steps to simply purchase the rear parking lot in order to satisfy the Option Agreement.
    - b. The CRA does not need to exercise its option to purchase the parking lot. In the event the CRA does not exercise its option, and does not offer an alternative development structure that meets the Project Goals, the original Option Deposit shall be forfeited to MFNH.
    - c. In the event of a MFNH failure to perform the items outlined here, the Option Deposit shall be refunded to the CRA. In the event of a CRA to perform the items outlined here, any Option Deposit shall be refunded to the MFNH. Failure to secure permitting or financing is not considered a failure of the CRA's performance.
  6. If the Project involves a sale of the parking lot under Pathways 3b-1 or 3b-2, the CRA (and other lenders) will be paid back over time, with marginal returns.



***OBLIGATIONS AFTER COMPLETION OF THE FEASIBILITY ANALYSIS***

7. At the conclusion of the Feasibility Analysis, the CRA will provide MFNH with data on different redevelopment Pathways, their financial feasibility and their potential relationship to MFNH's operating budget.
8. After the completion of the Feasibility Analysis, the Parties will collectively agree on a redevelopment Pathway, including on a scope of a development, and preferred financing sources and project uses (the "Project"). The Parties may pursue an alternative redevelopment scenario from those described in this agreement that meet the same Project Goals through a different real estate transaction structure.
9. The Boards of the CRA and MFNH will take votes to approve their organization's role in proceeding with the Project within 90 days after the completion of the Feasibility Analysis.
10. If the Parties are unable to agree on a redevelopment pathway, and the Board of the MFNH does not vote to proceed with the Project in a partnership with the CRA within 90 days of completion of the Feasibility Analysis, then the CRA will consider fifty percent (50%) of the initial Soft Costs related to the Feasibility Analysis as credit utilized under the Loan Agreement, for an amount not to exceed fifty thousand dollars (\$50,000).

This means that if the MFNH decides to take no action, or to sell or lease its parking lot to a party other than the CRA for redevelopment, 50% of the soft costs expended by the CRA to conduct feasibility will be considered as credit drawn under the Loan Agreement.

The Loan Agreement provides for credit of \$250,000. Up to \$200,000 can be drawn by MFNH for operating expenses. The remaining \$50,000 cannot be used for operating expenses; it will only be used for feasibility soft costs, as needed, per this section.

***ADDITIONAL OBLIGATIONS OF EACH PARTY***

11. To implement the Project, the CRA will submit applications for permitting and outside financing as needed.
12. MFNH's Board and staff will actively and publicly support these applications through a vote to support them and through support letters, public engagements and presentations as necessary in official hearings and unofficial community-based venues.
13. CRA will provide MFNH with the option to participate in its designer selection and internal project review. MFNH will organize at least two community events to collect input from the neighborhood on the project design.
14. MFNH will provide CRA and its consultants with access to the property. The contracting relationship to develop improvements on the property will be negotiated after the Feasibility Analysis is complete. The Parties will cooperatively seek to minimize the

impact on the Project upon the ongoing programs of the MFNH and will seek temporary alternative facilities wherever possible should the Project displace such activities.

15. Both parties agree to cooperate and use best efforts to ensure success of the permitting and financing applications. This will be achieved through a working group made up of representatives from MFNH and the CRA which will meet in person or via conference call at least every other week, and will be authorized by their respective organizations to make decisions to move the project forward. The CRA and MFNH will also engage an advisory group as needed, made up of relevant experts who both parties agree to engage.
16. This agreement will be reviewed before permitting and financing phase and upon the start of the construction phase, to determine if new agreements are necessary at those points.

**Signed By:**



\_\_\_\_\_  
Thomas Evans, Executive Director  
Cambridge Redevelopment Authority

4-18-19

Date



\_\_\_\_\_  
Name: SELVIN CHAMBERS  
Title: EXECUTIVE DIRECTOR  
Margaret Fuller Neighborhood House

4-18-19

Date

## **Exhibits**

Exhibit A: Map of site, with Parking Lot illustrated

Exhibit B: Potential Financing Sources for The Project

Exhibit C: Anticipated Timeline

**EXHIBIT A: Map of site, with parking lot shown, and zoning information**

Property Details

Map/Lot: 75-172

Zoning: C-1

Land Area: 17,140 sf

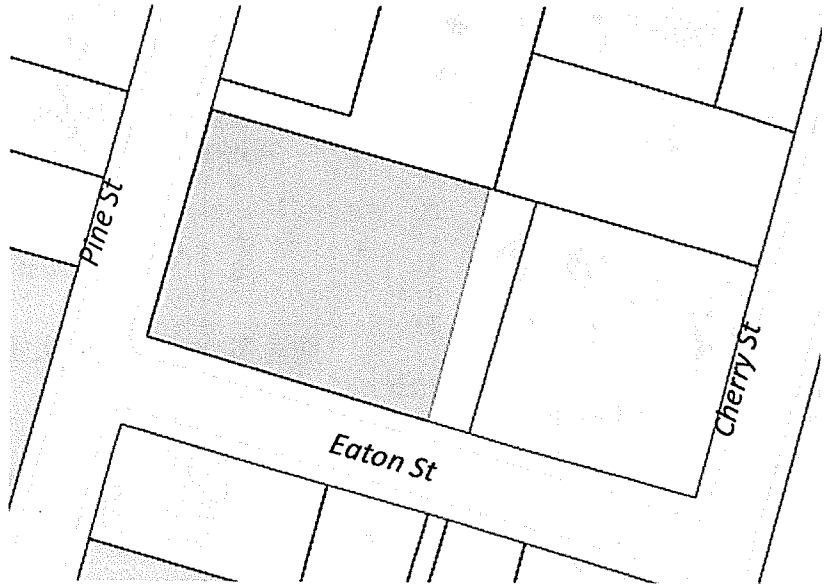
Land Value: \$1,187,800

Subdivided Lot (purple)

Estimated Lot Size: 9,000

Allowed Residential Uses By-Right

- Detached dwelling
- Two family dwelling
- Townhouse Development\*  
*Article 11.12*
- Multi-Family Dwelling\* - *SP needed for buildings greater than 12 units.*



**RES C-1 - DIMENSIONAL REQUIREMENTS**

	<b>FAR</b>	<b>Min Lot Size</b>	<b>Min. Lot Area per D.U.*</b>	<b>Min. Lot Width</b>	<b>Max Height</b>	<b>Min Private Op. Sp.</b>	<b>Min Front Yard**</b>	<b>Min Side Yard**</b>
<b>C-1</b>	0.75	5,000 sf	1,500 sf	50 sf	35 ft	30% (25% in special townhouse regs)	(H+L)/4 L measured from centerline - no case nearer than 10 ft	(H+L)/5 no building plane nearer than 7'6" to lot line
<b>Margaret Fuller Parcel</b>	9,000 sf x .75 = <b>6,750 sf</b>		9,000 sf /1,500 sf = <b>6 units</b>		<b>3 stories @ 11'5"</b>	9,000 sf x .30 = 2,700 or x .25 = 2,250	Ex: (30 ft + 60 ft) / 4 = 22.5 ft setback	Ex: (30 ft + 60 ft) / 5 = 18 ft

\* The PB may permit a greater # of units determined by dividing total residential GFA by 1,100 sf (for the first 10 units) = **8 units.** (Article 5.28.22)

\*\* "H" is the height of the building "L" is the length of the wall measured parallel to the corresponding lot or street.

\*\*\* Article 5.24.3 – states that lots abutting streets on more than one side shall have front yard requirements of each of the abutting streets. Any remaining sides shall be subject to side yard requirements.

Given the dimensional C-1 zoning requirements a lot containing 9,000 sf can, by-right, construct a 6,750 sf building or less, that is no more than 35 feet tall, and 6 dwelling units. Considering loss of GFA due to common spaces, equipment rooms, walls, etc. net sellable/rentable SF is 5,400 sf.

**Building Dimensions @ 6,750 sf**

Stories	Footprint
1	6,750 sf
2	3,375 sf
3	2,250 sf

**Unit Dimensions @ 5,400 sf \***

# of Units	Unit Size	Est. Bedrooms**
3	1,800 sf	3 to 4 - bed
4	1,350 sf	3 - beds
5	1,080 sf	2 - beds
6	900 sf	1 to 2 - beds
7	770 sf	1 -bed
8	675 sf	studio

\* The CRA is interested in developing family-size units - 3+ bedrooms and not less than 1,100 sf of Net GFA

\*\* As per RentCafé Cambridge, MA Rental Trends

**Private Open Space (Article 5.22)**

Lots must have at least 30% open space with the following characteristics:

- At least one 15 sf x 15 sf space
- At least 50% of the open space must be at ground level
- At least 50% of the private open space must be permeable open space

**Parking (Article 6.00)**

Building Type	Vehicle Recs	Short Term Bike Recs	Long Term Bike Recs
Townhouse Development	1 per dwelling unit <i>SP granting authority may require visitor spaces</i>	.10 per D.U.	1 per D.U
Multifamily Dwelling	1 per dwelling unit <i>SP granting authority may require visitor spaces</i>	.10 per D.U.	1 per D.U

- Reduced parking allowed by a BZA SP. (Article 6.35.1)

**Flexibility in Base Zoning Regulations (Article 5.28.28.1)**

- Parking – if proposing to add D.U.’s above base limits, the PB will evaluate the impact of increased D.U.’s to the demand for on-street parking in the neighborhood.
  - Board may require the Applicant undergo a Parking Analysis (see 6.35.3)
- Privacy Considerations – For dimensional variations, the PB will evaluate the impact on residential neighbors on their privacy.

- Reduction in Private Op. Sp. – The PB will evaluate buffering/screening, quality of proposed Op. Sp., tradeoff in benefits and neg. impacts of loss of green space in order to provide required parking, and the ability of common rec spaces.
- Community outreach – PB will consider reasonable efforts made to address concerns raised by abutters

## **Exhibit B: Potential Financing Sources for The Project**

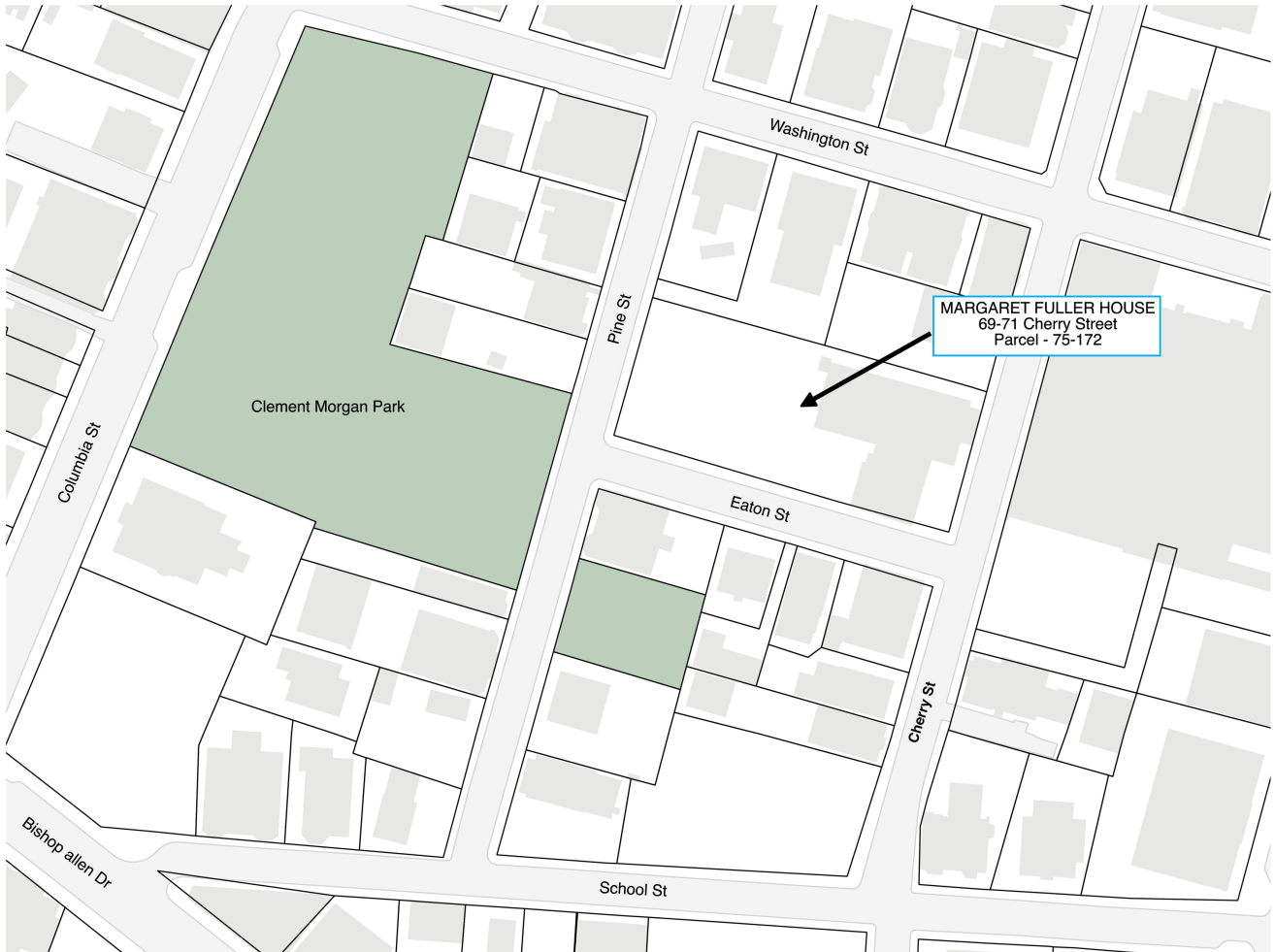
1. Income from sale of Parking Lot or from returns from Parking Lot development
2. MFNH Capital Campaign revenues
3. Low-cost loan and/or grant sources, derived from one or more of the following:
  - a. The Life Initiative: Financial capital and related technical assistance to projects that benefit low- or moderate-income communities and households.
  - b. Property and Casualty Initiative: Innovative financial solutions and related technical assistance to increase or maintain access to social services (and other community needs) for low- and moderate-income Massachusetts Residents.
  - c. Nonprofit Finance Fund: Customized financing and related technical assistance to help nonprofits expand opportunities in low- and middle-income communities.
  - d. CEDAC/Children's Investment Fund: Financial capital and related technical assistance to non-profit childcare centers planning to improve to expand their facilities.
  - e. CRA Housing and Social Service Investments: Capital funds to local needs including for housing and social services, with very low return required, over time.
  - f. CRA Forward Fund: Grants to support capital projects for nonprofit organizations providing social services and other resources for Cambridge residents.
  - g. Other source(s) not yet identified

**Exhibit C: Anticipated Timeline**

Capital Campaign Planning/Analysis:	April 2019 – May 2019
Feasibility Study Conducted:	May 2019 – July 2019
Decision Making on Project Scope and Pathway:	July – September 2019
Submit Application for Permitting:	November 2019
Submit Application(s) for Financing:	February - April 2020
Start of Construction:	August 2020
Certificates of Occupancy (housing; kids & pantry above ground!):	January 2022



**EXHIBIT C: Maps and Photos**





Historic home at 71 Cherry Street. The roof of the after-school center can be seen on the far right.



View of rear parking lot from corner of Pine and Eaton Streets. The historic home and the above ground entrance to basement/garden level after-school center can be seen in rear.



View of rear parking lot from the Historic House.



Current room in the after-school center.

**EXHIBIT D: City of Cambridge Living Wage Ordinance**CITY OF CAMBRIDGE LIVING WAGE ORDINANCE FACT SHEET  
CHAPTER 2.121 OF THE CAMBRIDGE MUNICIPAL CODE

*Note: This fact sheet is a summary of several provisions of the Cambridge Living Wage Ordinance, intended to provide an introduction to the matters regulated by the ordinance. All determinations regarding the application of the ordinance to particular individuals or circumstances should be made by reference to the ordinance itself.*

Effective date: The Cambridge City Council enacted the Living Wage Ordinance effective July 2, 1999.

Purpose: The purpose of the ordinance is to assure that employees of the City and employees of contractors, subcontractors, and beneficiaries of assistance from the City earn an hourly wage needed to support a family.

Application: The ordinance applies to (a) City employees, (b) employees of contractors and subcontractors who have Service Contracts with the City in amounts over \$10,000, (a Service Contract does not include contracts for the purchase of goods, products, equipment, supplies, or other property, and does not apply to services which are incidental to the delivery of such products, equipment or commodities), and (c) employees of Beneficiaries of Assistance in the form of grants, loans, tax incentives, bond financing, subsidies, or other forms of assistance over \$10,000, received by or through the authority or approval of the City, including but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans or grants, Enterprise Zone designations awarded after the effective date of the ordinance, and the lease of City owned land or buildings below market value.

Covered Employers: The ordinance applies to the City, any contractor or subcontractor on a Service Contract with the City over \$10,000, and any Beneficiary of Assistance over \$10,000.

Covered Employees: The ordinance applies to any person employed by a Covered Employer, and to any person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the service contract or the activities for which the Beneficiary received Assistance.

Living Wage: Effective March 1, 2019 the Living Wage is \$16.15 per hour, subject to annual CPI adjustments each March 1st. Cuts in non-wage benefits prohibited: No Covered Employer may fund any wage increase required by the ordinance by reducing health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

Waivers: The City Manager may grant waivers to the requirements of the ordinance. There are three types of waivers: (a) General Waiver: if the City Solicitor finds that application of the ordinance would violate a specific federal or state statute or regulation; (b) Hardship Waiver: a non-profit employer may apply to the City Manager for a waiver if payment of the Living Wage would cause a substantial hardship; and (c) Chapter 30B Waiver: prior to issuing an invitation to

bid for a services contract a department may ask the City Manager for a Living Wage waiver if it would make the contract inordinately expensive or would result in a significant loss of services.

Exceptions: Certain positions are excepted from the ordinance upon certification in an affidavit signed by the principal officer of a Covered Employer that the positions are as follows: (1) youth hired pursuant to a City, state, or federally funded program during the summer or as part of a school to work program or other related seasonal or part-time work; (2) work-study or cooperative educational programs; (3) trainees who are given a stipend or wage as part of a job training program; (4) persons working in recognized supported employment programs that provide workers with additional services such as room and board, case management, counseling, or job coaching; (5) positions where housing is provided by the employer; (6) employees who are exempt from federal or state minimum wage requirements; and (7) individuals employed by the City where such employment is intended primarily to provide a benefit or subsidy to such individuals, although they are paid for work performed.

Notification Requirements: All persons who have signed a service contract with the City or a contract for Assistance are required to forward this Fact Sheet to any person submitting a bid for a subcontract on the contract. All Covered Employers must provide this Fact Sheet to each Covered Employee and must post this Fact Sheet in a conspicuous location visible to all employees.

Complaint Procedures: Any employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that the employer is not complying with the requirements of the Living Wage Ordinance may file a complaint with:

For City Employees:

Personnel Director  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139  
(617) 349-4332

For Non-City Employees:

Purchasing Agent  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139  
(617) 349-4310

### **Exhibit E: Insurance Requirements**

Consultant shall provide, pay for, and maintain in effect the following types and amounts of coverage with insurance companies duly licensed and admitted to do business in Massachusetts, with a Best Rating of A, X or better and that is acceptable to the CRA. Coverage shall be maintained for the duration of the Consultant's Work until completion, unless further specified below. Consultant's insurance shall be primary insurance and shall not be considered contributory insurance with any insurance policies of the CRA.

Consultant shall require any contractor or subcontractor, or any other party performing work or rendering services on behalf of Consultant in the performance of this Agreement (together with Consultant, the "Consultant Parties") to maintain and provide evidence of similar coverage as stated herein or otherwise instructed by the CRA.

The CRA reserves the right to request a copy of all policies stated herein (with any applications and financial information redacted). Such copies must be certified by Consultant and Consultant Parties' insurance broker as true and original copies.

#### **Minimum Insurance Requirements:**

General Liability. General liability insurance including contractual and personal injury liability insurance in an amount not less than \$1,000,000 combined single limit bodily injury and property damage per occurrence and \$2,000,000 annual aggregate limit per location.

Professional Liability. Professional liability insurance, including acts, errors and omissions arising out of the rendering of, or failure to render, professional services related the agreement, in an amount not less than \$1,000,000 per occurrence. Coverage shall be maintained for a period of at least 1 year(s) after substantial completion of the Work.

Workman's Compensation. Workman's compensation insurance in the amount equal to the limits defined by statute in the Commonwealth of Massachusetts.

**Exhibit F: CRA Standard Contract****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 \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of \_\_\_\_\_ (hereinafter the "Consultant"). The CRA and the Consultant may hereinafter be collectively referred to the "Parties."

**RECITALS**

1. 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;

[additional recitals as appropriate]

**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 \_\_\_\_\_, 20\_\_\_\_ and shall continue through \_\_\_\_\_, 20\_\_\_\_. Notwithstanding the foregoing, the CRA may terminate this Agreement pursuant to Section 103, below.

### **Section 103 - Termination**

The CRA may terminate the Agreement prior to the expiration of the Term for cause or for convenience, as defined below.

If at any time Consultant fails to perform the Consultant’s Work with diligence or otherwise fails to discharge its responsibilities under this Agreement, and such failure is not remedied, or such failure, in the CRA’s sole and absolute discretion, cannot be remedied, or if remedial action is not undertaken within five (5) days after written notice of such failure by CRA, CRA may terminate this Agreement for cause by giving notice to Consultant. If the CRA terminates the Agreement for cause, the CRA (1) shall have the right to complete the Consultant’s Work by whatever method it deems expedient and (2) shall, after final completion of the Consultant’s Work, pay the Consultant only for work properly performed as of the date of termination, less the amount, if any, of costs and damages sustained by CRA on account of Consultant’s default, including sums paid by the CRA in order to complete the Consultant’s Work.

The CRA may also, in its sole and absolute discretion, terminate this Agreement at any time for convenience by giving notice to Consultant. In such event, the Agreement shall terminate at the expiration of thirty days from CRA’s notice of its intention to terminate for convenience. If the CRA terminates for convenience, the CRA shall pay to the consultant so much as is owed for the Consultant’s Work completed through the date of the notice of termination. Consultant shall not be entitled to recover anticipated profits or overhead on account of Consultant’s Work that has not yet been performed.

In the event of termination either for cause or for convenience, the Consultant shall remain responsible for all of its obligations and all Consultant’s Work performed prior to the date of such termination.



**ARTICLE II – SCOPE OF SERVICES****Section 201 – Request to the Consultant**

The CRA hereby requests that the Consultant perform the Consultant's Work in accordance with the requirements of this Agreement.

**Section 202- Approval of Scope of Work**

The CRA may send the Consultant a proposed Scope of Work for a project at any time with a request for the following: (a) proposed contract schedule; (b) proposed fee for the requested services, using the agreed upon billing rates in Exhibit A, along with a Truth in Negotiations certificate in accordance with M.G.L. c. 7C, s. 51; and (c) any suggested modifications to the proposed Scope of Work. The Consultant shall respond to such a request within ten (10) days of receipt of the proposed Scope of Services from the CRA. The Consultant shall include in the proposed Scope of Work only information necessary to set forth the scope of work to be performed for a particular Project and shall not include any additional contractual terms which conflict with the terms of this Contract. The CRA reserves the right to propose changes to the Consultant's proposal. If the Consultant agrees to such changes, the Consultant will resubmit an updated proposal reflecting such changes in a timely manner and, unless otherwise agreed by the parties, in no event later than three (3) business days from the parties' agreement on such changes. The CRA may approve a Scope of Work by issuing a Notice to Proceed as set forth below or by a separate written Approval.

**Section 203- Notice to Proceed**

The Consultant shall commence services for a particular project upon receipt of a Notice to Proceed from the CRA, which shall include the Approved Scope of Work, the fee for the services to be performed, along with a payment schedule for such fee, and Certificates of Insurances, if applicable.

**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 the best professional practice and consistent with the duty of care owed to the CRA. The Consultant represents that it is qualified to perform the Consultant's Work.

**Section 302 –Availability of Consultant Personnel**

The Consultant's office shall be staffed with professional personnel adequate in number, training and experience to perform the work required under this Agreement. The Consultant may retain the services of third-party sub-consultant's as needed to assist with specialized tasks related to the Consultant's Work.

**Section 303 – Schedule for Completion of the Consultant's Work**

The Consultant shall begin performance of an Approved Scope of Work and Notice to Proceed Agreement promptly and shall complete the Consultant's Work without delay. All work shall be performed by the Consultant in accordance with each project's Notice to Proceed agreement.

**Section 304 – Insurance and Indemnification**

The Consultant shall carry insurance as set forth in Exhibit B. All policies shall indemnify and save harmless the CRA, its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from errors and omissions in the work performed by the Consultant after the starting date of and under the terms of this Agreement. All policies 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 shall be liable for all damage caused by errors or omissions in the Consultant's Work or in the work of its subcontractors, agents, or employees performed under this agreement. 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.

### **Section 305 – Independent Contractor**

The Consultant is an independent contractor with respect to its duties under this Contract. No act or direction of the CRA shall be deemed to be the exercise of supervision or control of the Consultant's performance hereunder. Under no circumstances shall the Consultant be deemed a "state employee" or a "special state employee" for the purposes of receiving protection from liability under the provisions of M.G.L. c. 258.

**ARTICLE IV- REIMBURSEMENT AND TOTAL MAXIMUM OBLIGATION****Section 401- Consultant Team's Names, Titles and Billing Rates**

Prior to the beginning of the Consultant's Work, the Consultant shall submit for CRA approval the names, resumes, titles and billing rates of all personnel to be assigned to the Consultant's Work which shall be consistent with Consultant's proposal in all respects (Exhibit A). Any subsequent increase in billing rates shall require the written approval of the CRA. The Consultant with written approval of the CRA may engage sub-consultants to assist with specific tasks of the Consultant's Work. The compensation rate for those services shall be determined within each Scope of Work.

**Section 402- Payment for Consultant's Work**

Not later than thirty (30) days following its receipt of each portion of the Consultant's Work the CRA shall pay to the Consultant the approved cost of such invoice. Invoices shall be received in accordance with the terms of each project's Approved Scope of Work and Notice to Proceed Agreement.

CRA shall have the right to withhold from payments due to Consultant such sums as are necessary to protect CRA against any loss or damage which may result from negligence or unsatisfactory work by Consultant, or failure by Consultant to perform its obligations under this Agreement. In the event that the CRA terminates this Agreement for cause, pursuant to Section 103, the CRA shall also have the right to withhold from payments due to Consultant the sum of costs and damages sustained by CRA on account of Consultant's default.

**Section 403 – Total Maximum Obligation**

The total maximum obligation to be incurred by CRA pursuant to this Agreement is not to 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 or exceed 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 502- Standard of Care**

The Consultant certifies 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 503 – 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 504 – 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 505 – 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.

**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 \_\_\_\_\_ (617-492-6800), \_\_\_\_\_@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**

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.

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: \_\_\_\_\_