



NOTICE OF PUBLIC MEETING

Pursuant to the Massachusetts Open Meeting Law, M.G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Cambridge Redevelopment Authority (CRA).

CRA Board meetings are being held remotely in accordance with Section 20 of Chapter 20 of the Acts of 2021, signed into law on June 16, 2021. Members of the public can participate in meetings online or by telephone as provided below. Additionally, members of the public may provide comments on proposed agenda items by 5:00 P.M. the day of the meeting to planning@cambridgeredevelopment.org.

Regular Board Meeting Wednesday, July 14, 2020 at 5:30 PM

Participate virtually via Zoom
Click link: <https://tinyurl.com/y5yuyly9>
or
Join via telephone at 1-646-558-8656

Webinar ID: 891 6504 5605#
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MEETING AGENDA *

The following is a proposed agenda containing the items the Chair of the CRA reasonably anticipates will be discussed at the meeting:

[Call Roll](#)

[Public Comment](#)

[Minutes](#)

1. Motion: *To accept the minutes of the Regular Meeting of the Board on June 16, 2021**

[Communications](#)

2. March 30, 2021 Letter from MIT to the CRA regarding streetscape design and CRA Staff Response *
3. Written communications received since the publication of this meeting notice.

[Reports, Motions, and Discussion Items](#)

4. Monthly Staff Report (Evans & Kailasam)*
5. Strategic Planning Update (Madden) *
6. 99 Bishop Allen Drive – Construction Update (Schwarz)*

Motion: Authorizing the Executive Director and Chair to amend the contract with Haley & Aldrich for an additional five thousand and six hundred dollars (\$5,600) for a total amount not to exceed eleven thousand and two hundred dollars (\$11,200) to the installation and testing of a groundwater monitoring well.

Motion: Authorizing the Executive Director and Chair to approve Change Order Number Five for the Bishop Allen Renovation Project for an additional sixty-six thousand dollars (\$66,000) to perform additional electrical systems upgrades.

Motion: Authorizing the Chair to enter into new office lease agreements with the current tenants of 99 Bishop Allen Drive in the format substantially presented to the Board for terms ranging from three to five years and variable rent rates depending on floor.

7. Foundry Update (Schwarz) *

Motion: Approving an amendment to the Memorandum of Understanding with the Foundry Consortium adjusting the project time frame and deliverables.

8. Infill Development Concept Plan (IDCP) Update and Design Review Committee Meeting Notes (Levering) *

[Adjournment of CRA Board Meeting](#)

* CRA Board packet of supporting materials posted at:
www.cambridgeredevelopment.org/next-meeting/

Upcoming Meetings: Regular CRA Board Meetings – 5:30 PM on September 22, 2021

– 5:30 PM on October 20, 2021

Joint Meeting/Hearing with Planning Board on IDCP Amendment – TBD

The Cambridge Redevelopment Authority is a “local public body” for the purpose of the Open Meeting Law pursuant to M. G. L. c. 30A, § 18. M. G. L. c. 30A, § 20.



Regular Board Meeting
Cambridge Redevelopment Authority

Wednesday, June 16, 2021 at 5:30pm
Link-Kendall, 255 Main Street, 8th Floor, Cambridge, MA

DRAFT Meeting Minutes

Call Roll

Chair Kathleen Born called the meeting at 5:33 p.m.

Ms. Born explained that when this meeting was posted, the Massachusetts Covid -19 state of emergency was about to be lifted. The Governor and the legislature had begun the process to extend some provisions of the state of emergency, including the ability for government bodies to continue to meet remotely. However, this extension had not been granted before this meeting was required to be posted, which is 48-hours in advance. Therefore, this meeting of the Board was noticed and is being held in-person at 255 Main Street, under the previous regulations of the Open Meeting Law. This meeting can also be viewed in hybrid format via Zoom access. Public comment will be taken from those attending the meeting in person, and, as a pilot of future hybrid meetings, Zoom participants will also be given a chance to speak or provide comments via the Q/A function during public comment. After public comment is closed, staff and the Board will not be monitoring the chat function. As per the Open Meeting Law regulations, a public meeting can be held if a quorum of board members, including the Chair, is present at the location of the meeting. Treasurer Christopher Bator will be participating remotely tonight due to geographical distance.

This meeting is also being recorded.

Ms. Born called the roll of Board members and repeated each response.

Vice Chair Conrad Crawford - present
Treasurer Christopher Bator – has not joined yet
Asst. Treasurer Barry Zevin - present
Asst. Secretary Margaret Drury - present

Also present are Executive Director Tom Evans and staff members.

Because Mr. Bator is remote, all votes will be taken by roll call and Mr. Evans will repeat the response of each member.

Public Comment

Heather Hoffman made her comments in person. She said that she hopes the CRA sets an example to the rest of the city, and continues to allow remote public comment as it enables more people to participate for various reasons such as not being around, not being mobile, not feeling comfortable in public buildings, and being too rushed to attend in person.

Mr. Evans said that Forward Fund grantees are present to speak regarding the Forward Fund agenda item and he would like to call upon them during that time.

There were no other requests for comment in-person or remotely.

***A motion was moved by Mr. Crawford to close public comment. A roll call was taken by Mr. Evans and each member's vote was repeated.
Mr. Bator – not present***

*Ms. Born – yes
Mr. Crawford – yes
Ms. Drury - yes
Mr. Zevin – yes
The motion carried.*

Minutes

- 1. Motion: To accept the minutes of the Joint Planning Board and CRA Board on May 18, 2021**
- 2. Motion: To accept the minutes of the Regular Meeting of the Board on May 19, 2021**

Ms. Born explained that the Board meeting was an opportunity for members of both boards to offer aspirations for the MXD Substation project as opposed to a detailed review.

Mr. Crawford clarified that his comment noted in the last paragraph of page 3 of the joint meeting minutes should say that the tot lots are not currently accessible to the public, and that he is hoping that will change through the development of the substation.

A motion was moved by Ms. Drury to accept the minutes of the May 19 regular CRA Board meeting and to accept the minutes of the May 18 joint Planning Board and CRA Board meeting, with the clarification mentioned by Mr. Crawford. A roll call was taken by Mr. Evans and each member's vote was repeated.

***Mr. Bator – absent
Ms. Born – yes
Mr. Crawford – yes
Ms. Drury - yes
Mr. Zevin – yes
The motion carried.***

Communications

- 3. Written communications received since the publication of this meeting notice.**

There were no other written communications

Reports, Motions, and Discussion Items

- 4. Monthly Staff Report**

Mr. Evans said that the forward calendar has some contractual items which need to be reviewed in the July meeting, the date of which needs to be rescheduled to avoid conflicts. The July meeting might be able to occur remotely. On June 9, the City Council reappointed Mr. Crawford to the CRA Board for another five-year term. Staff is working with the auditors. A return-to-the-office procedure is being implemented to have some staff days through the summer with a more permanent office presence in September. The virtual public meeting situation has been pivoting on a daily basis but the CRA will put forth procedures through April 2022. Staff is working on an RFP for an insurance advisor (not a broker) to be issued within the next few weeks. Mr. Evans also noted that the CRA will recognize the Juneteenth state holiday and close on Friday June 18.

The Mayor's Disaster Relief committee, which included CRA staff, has reviewed over 300 applications for small business recovery and reopening relief. 138 businesses received funds from the City and \$200K from the CRA. Galileo Way is closed for installation of the first phase of the cycle track. Some initial landscaping has been done. Mr. Evans realizes that this creates a traffic situation, especially for trucks. Mr. Crawford said that he appreciates that sidewalk access has been maintained. Mr. Zevin said that it is nice to see the plan taking shape.

The building at 325 Main Street remains under construction. Some of the plaza is gradually coming back into use as workers finish taking down the trellis work along the Marriot. Mr. Evans was not sure of the exact time for the sidewalk on Main to come back. Work on the roof garden has begun and he is hopeful that it will open up next summer for public use. The T headhouse is still awaiting direction from the MBTA. In response to Mr. Zevin, Mr. Evans said that he probably should have included the following as a communication agenda item: The CRA has signed on with the KSA, Boston Properties, and the City of Cambridge to urge the MBTA to make a decision about the headhouse as soon as possible before the workers fully return to Kendall. That letter resulted in a meeting with almost 30 participants from all parties. The meeting was inconclusive but he thinks the MBTA will make a decision shortly. There are logistical challenges to maintain accessibility and access if the outbound headhouse is closed. Mr. Zevin said that MIT's headhouse project is being done in phases. Mr. Evans replied that MIT built a temporary headhouse and is building a new headhouse in a completely different location.

Diana Navarrete-Rackauckas, the newly hired Foundry Consortium (FC) Executive Director begins work in August. Construction work on the building continues. An updated agreement with the FC is needed in which, among other things, the CRA will cover the first year of Ms. Navarrete-Rackauckas' salary before the building opens as well as provide an office space for her in the Link. Staff is actively working to fill vacancies on the Foundry Advisory Committee. Their next meeting, which might occur remotely, is July 9th.

Staff continues to work with the Margaret Fuller Neighborhood House on a plan to combine a housing project and renovation of their facilities. Feedback from the community is being coordinated with CDD staff who are also receiving input on their plan for the Cherry Street lot.

Ms. Kailasam spoke about the monthly financial report for April. There continues to be a strong equity market. The majority of income through April has come from the investment portfolio. Operational expenses are tracking as expected. Two payments to the Bishop Allen contractor occurred in March and April. About \$1 million in hard and soft costs have been spent to date. Another \$2 million is expected to be paid in May and June. The total operational deficit to date is \$500,000, primarily due to the construction costs. The KSTEP and Foundry wealth management accounts have been closed at Cambridge Trust Company. There is a new KSTEP account with Morgan Stanley-US Bank and these funds were fully invested using the same 70/30 fixed/equity strategy as the unrestricted CRA funds. The Foundry funds are in Cambridge Savings Bank, earning 50 basis points with no fees. Because of these changes, the overall investment management fees will be below the budgeted amount. The Morgan Stanley-US Bank fees also dropped from 30 to 25 basis points (bps). The new KSTEP account is being managed at 15 bps. Mr. Crawford asked how Cambridge Trust Wealth Management (CTWM) group reacted to the CRA's decision to close the accounts. Ms. Kailasam replied that they were disappointed but they understood. Since CTWM would not manage the CRA funds using the legal list, a requirement for Massachusetts government agencies, and they would not change their fee structure for managing a portfolio with no equity exposure, it was no longer financially prudent to use CTWM.

Mr. Evans noted that Chris Bator joined the meeting remotely at 6:00 p.m. There were some sound quality issues.

5. Forward Fund 2021 Phase One Grant Recommendations

Mr. Evans said that Mr. Peralta, who manages the project, is out sick. There are two grant categories this year. The Capital Infrastructure Grant is similar to that given in previous years. It is a grant of up to \$50,000 and applications are reviewed by a Forward Fund committee consisting of CRA and City staff personnel. The Technical Assistance Grant has been expanded to include funds for technology investments, in addition to capacity and feasibility work. This is a grant of up to \$10,000 and applications are reviewed by CRA staff only. Some of the grantees in the first round were present tonight to introduce themselves and their projects.

Peter DiMuro, Dance Complex Executive Artistic Director, thanked the CRA for its previous support throughout the pandemic and before. The Capital Infrastructure Grant will be used to improve three studio floors for dancer safety.

John Froio, Deputy Director of DeNovo, said that DeNovo has been in Cambridge for 51 years, although under different names. The organization provides free legal and mental health services. They recently entered into a contract with the state as part of the COVID Eviction Legal Help Project which provides representation to individuals who are at risk of becoming homeless due to COVID. The staff has grown significantly in the past six years. They were fortunate to secure donated space for staff. However, the funds from the Forward Fund

Technical Assistance Grant will be used to purchase technology and security measures for the expanded organization. He thanked the CRA for their consideration.

Faisal Abid, Director of Property Management for Third Sector New England (TSNE), said that TSNE is the operator of the Link, on behalf of Boston Properties, and offers below market spaces to nonprofit clients. During the pandemic, there was a decrease in rentals. In addition, clients have requested space improvements upon returning to the office. He thanked the CRA for the Capital Infrastructure funds that will enable TSNE to provide phone booths, sneeze guards, air filters, etc.

Steven Nutter, Green Cambridge Executive Director thanked the CRA for the Technical Assistance grant. He explained that Green Cambridge has been around since 2004, starting as a community advocacy organization and then transitioning, in the past four years, into an environmental education center for youths and young adults. Its office is temporarily located in the Link but will be moving back to 99 Bishop Allen Drive when the building is ready. He said that land in the Alewife area was donated to them. The grant will be used for a feasibility study to design an outdoor learning space in the area for the community.

Mr. Evans said there are two other Capital Infrastructure Grants. One is to the Central Square Business Improvement District to make improvements to their Starlight Square Pop-up Event Space giving it more substance for a second season. The second one is to the Multicultural Arts Center for a LED lighting system design for their theater space to provide more flexibility and use less energy.

Erin Muirhead-McCarty, Executive Director of the Community Arts Center, thanked the CRA for the Technical Assistance grant. Ms. Muirhead-McCarty started in August, during the pandemic. In October, the facility was open to young students. Child care services were heavily used. The teen program operated throughout the pandemic, including three installations. She then spoke about the legacy and history behind the agency's *Do It Your Damn Self* film festival, the longest running youth-led film festival in the country. Submissions to the film festival were missing from CAC students due to the lack of modern production technology. This Technical Assistance grant will be used to upgrade the computer lab and provide training which will enable CAC students to produce their own high-quality films and media projects for various film festivals, college scholarships, and grants. She also thanked the CRA for past support.

Mr. Evans said the last Technical Assistance Grant is to History Cambridge, formerly the Cambridge Historical Society, for a needs assessment analysis of their programming and possible relocation to a more widely accessible location within Cambridge. Four other grants were received but they were incomplete and needed additional work. Staff will continue to work with these applicants as well as to further promote the second round in the fall.

The Board expressed excitement for the support of the varied, interesting, and highly-meriting endeavors. No vote was needed. Mr. Peralta will be distributing grant agreements to the organizations for signing.

6. 99 Bishop Allen Drive – Construction Update

Motion: Authorizing the Executive Director and Chair to enter into an oil tank removal contract with Green Site Services for nine thousand and nine hundred dollars (\$9,900) plus additional clean up services for a total amount not to exceed fifteen thousand dollars (\$15,000)

Motion: Authorizing the Executive Director and Chair to enter into a monitoring and soil testing contract with Haley & Aldrich for five thousand and six hundred dollars (\$5,500).

Motion: Authorizing the Executive Director and Chair to approve Change Order Number Four for the Bishop Allen Renovation Project for an additional sixty-seven thousand, four hundred eighty dollars and ninety-one cents (\$67,480.91) to install new building fire alarm systems.

Ms. Schwarz said that when the workers were excavating the area for a planned building egress, an oil tank was discovered. Although a phase 1 environmental was done before the building was purchased and other due diligence was done since, there was no evidence of this oil tank. It appears to have been emptied, cleaned and filled with sand and gravel but it needs to be properly removed. She showed pictures with various views of the

area and the tank. She also showed pictures of some interior framing, subflooring, installed mini-splits and related duct work, a brand-new electrical panel, scaffolding on the outside of the building, and the United Drilling truck which was there to drill the elevator pit. There is a lot of work happening simultaneously.

The memo in the Board packet describes the overview of the oil tank discovery. Tim McKay from STV solicited several quotes for removal of the oil tank and possible contaminated soil. One company, Green Site Services, was able to do this within the limited timeframe. Haley & Aldrich would monitor the process and do soil testing at the same time so that Green Site could remove any contaminated soil while they are onsite. If the Board approves this tonight, the removal and testing will happen on Monday. The cost to remove and dispose of the tank is \$9,900. The cost for removing contaminated soil varies with the amount of soil and the substances found. The proposal is for a not-to-exceed amount of \$15,000. The H&A testing, monitoring, and reporting is another \$5,500.

The other item is a change order for the fire alarm system. Before the demolition, it was understood that this system was in good working order. Annual tests showed that it was functioning fine but when the walls were opened up, many problematic wiring issues were found. A redesign of the system and rewiring of the electricals were advised. The original budget had a \$13,000 expense for upgrades to the fire alarm system but now there is a change order proposal for an additional \$67,480.91 to do this entire rewiring.

There was a discussion of this and other unplanned expenses. Mr. Evans said that he thought that a lot of exploratory demolition work was done but it was obviously not enough. Mr. Zevin said that perhaps the working assumption for any similar work in the future would be that gutting the whole building is necessary. Mr. Evans said that the elevator, life safety items, and general ADA compliance were the primary missions of the renovation. He added that the elevator technology being used meets current ADA requirements. In response to Ms. Drury, Ms. Schwarz clarified that there are two different Green Site proposals (and quotes) in the memo. The second quote is specific to removing waste as a contingency on finding contaminated soil. Ms. Born questioned whether the insurance policy could cover the discovery of the tank. Mr. Evans said that staff would follow up with the insurance company. He added that he had explored MA state grants for tank removal but funds for this are no longer available. At this point, the tank needs to be removed to prevent project delays.

A motion, was moved by Mr. Crawford authorizing the Executive Director and Chair to enter into an oil tank removal contract with Green Site Services for nine thousand and nine hundred dollars (\$9,900) plus additional clean up services for a total amount not to exceed fifteen thousand dollars (\$15,000). A roll call was taken by Mr. Evans and each member's vote was repeated.

Mr. Bator – yes

Ms. Born – yes

Mr. Crawford – yes

Ms. Drury - yes

Mr. Zevin – yes

The motion carried unanimously.

A motion was moved by Mr. Crawford authorizing the Executive Director and Chair to enter into a monitoring and soil testing contract with Haley & Aldrich for five thousand and six hundred dollars (\$5,500). A roll call was taken by Mr. Evans and each member's vote was repeated.

Mr. Bator – yes

Ms. Born – yes

Mr. Crawford – yes

Ms. Drury - yes

Mr. Zevin – yes

The motion carried unanimously.

A motion was moved by Mr. Crawford authorizing the Executive Director and Chair to approve Change Order Number Four for the Bishop Allen Renovation Project for an additional sixty-seven thousand, four hundred eighty dollars and ninety-one cents (\$67,480.91) to install new building fire alarm systems. A roll call was taken by Mr. Evans and each member's vote was repeated.

Mr. Bator – yes

Ms. Born – yes

Mr. Crawford – yes

*Ms. Drury - yes
Mr. Zevin – yes
The motion carried unanimously.*

7. Kendall Square Transportation Report Update

Motion: Authorizing the Executive Director and Chair to enter into a contract amendment with VHB to conduct a fourth year of transportation data collection and reporting for an additional \$69,400, with an add-alt option for PTDM data analysis of \$4,300, for a total amount not to exceed seventy-three thousand seven hundred dollars (\$73,700).

Ms. Levering said that the memo in the Board packet explains the request to extend VHB's contract for a fourth year to help the CRA with its annual transportation report. Every year since 1994, the CRA has been required to conduct an annual transportation report as per its EIR MEPA commitments. Originally, that was just to count vehicles. In 2015, the CRA committed to doing an enhanced annual transportation report that looked at multimodal data, transportation behavior, and travel behavior. In 2018, a procurement was issued to find a consultant that would help staff reimagine the report. VHB was selected for a three-year contract. During the first year, discussions occurred with various City agencies to understand the available data and design a new look for the report. The first enhanced report was produced in 2019, which was presented to the CRA Board. A few weeks ago, the 2020 updated report was published which included interesting data related to the Covid pandemic. The original motion allowed the Board to extend VHB's contract for a fourth year, if so desired, to produce one more annual report. Staff recommends this contract extension as VHB has been good to work with, the Storymap report was well received, and there is an efficiency working with the same consultant who is familiar with the data, the report format, and the work of the CRA.

The motion asks for approval of a base amount of \$69,400 for a fourth year. Due to Covid, PTDM data has been stopped by the City and they are unsure if they will be asking developers to report in the fall, which is part of the work that VHB uses. Therefore, there is an add-alt option of \$4,300 if the City does collect this PTDM data that VHB can then analyze. The overall not-to-exceed total of \$73,7000 is in line with the cost of annual reports of previous years.

Mr. Zevin said the interactive report is spectacular. Ms. Levering added that the ESRI Storymap platform is very user friendly but the data is from VHB. Staff is considering the use of the ESRI Storymap platform for other projects.

A motion was moved by Ms. Drury authorizing the Executive Director and Chair to enter into a contract amendment with VHB to conduct a fourth year of transportation data collection and reporting for an additional \$69,400, with an add-alt option for PTDM data analysis of \$4,300, for a total amount not to exceed seventy-three thousand seven hundred dollars (\$73,700). A roll call was taken by Mr. Evans and each member's vote was repeated.

*Mr. Bator – yes
Ms. Born – yes
Mr. Crawford – yes
Ms. Drury - yes
Mr. Zevin – yes
The motion carried unanimously.*

8. Foundry Update

Motion: Authorizing the Executive Director and Chair to enter into a sole source services contract with Point Line Space, whom is currently under contract with the City of Cambridge, to facilitate furniture and equipment procurement for the Foundry on behalf of the Cambridge Redevelopment Authority.

Ms. Schwarz showed pictures of the Foundry construction. The first picture, taken from Bent Street, showed the exterior wall and the new addition. Mr. Evans said that there is extra sound proofing being put in this section because the theater area is behind that wall. The next picture showed the vapor barrier that is being installed on the entire first floor. Other pictures showed the floors being built out with door framings, side lights, HVAC duct work, and the new wood ceiling.

The motion relates to the CRA's purchase of equipment for the maker spaces and some additional furniture. The City is purchasing items as well. Staff is proposing to use Point Line Space, the same company that the City is using since they understand how to procure the unique items needed specifically for the Foundry and they have worked with government contracts and understand public procurement law. The City has been very happy with the firm. Point Line Space knows the project and the timeline. Mr. Evans added that on Monday, the City Council appropriated \$200,000 from the Mass Cultural Grant. He thanked and congratulated Ms. Schwarz on her work for acquiring these funds for construction and build-out of the Foundry.

A motion was moved by Mr. Crawford authorizing the Executive Director and Chair to enter into a sole source services contract with Point Line Space, whom is currently under contract with the City of Cambridge, to facilitate furniture and equipment procurement for the Foundry on behalf of the Cambridge Redevelopment Authority. A roll call was taken by Mr. Evans and each member's vote was repeated.

Mr. Bator – yes

Ms. Born – yes

Mr. Crawford – yes

Ms. Drury - yes

Mr. Zevin – yes

The motion carried unanimously.

Adjournment of CRA Board Meeting

A motion was moved by Ms. Drury to adjourn the meeting. A roll call was taken by Mr. Evans and each member's vote was repeated.

Mr. Bator – yes

Ms. Born – yes

Mr. Crawford – yes

Ms. Drury - yes

Mr. Zevin – yes

The motion carried unanimously.

The meeting was adjourned at 7:02 p.m.



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May 7, 2021

Mr. Tom Evans
Executive Director
Cambridge Redevelopment Authority
255 Main Street
Cambridge, MA 02142

*Re: Streetscape Redesign – Broadway / Main Street / Third Street
Community Meeting April 29, 2021*

Dear Tom,

In response to the community meeting that the CRA hosted on April 28th, we've prepared the following comments for your consideration. We welcome the opportunity to continue participating in the design process and coordinate our redevelopment efforts with those of this project.

Please let us know when you would like to reconvene and review these comments.

Thank you in advance for your consideration of these comments.



Sincerely,

DocuSigned by:

F22712E36CD7497...
Benjamin C. Lavery

Cc: A. Levering, K. Brown, M. Owu, File

CRA Street Redesign
Broadway / Main Street / Third Street
Community Meeting April 29, 2021

May 7, 2021

Main Street Comments

Interim Plan Option 1 (side bike lanes)

1. This option eliminates parking and drop off on the entire south side of Main Street except west of Ames St. (where there is no retail). Retaining some parking and short-term loading adjacent to the retail between Ames Street and Wadsworth Street is critical for the retail to survive. MIT does not support this option.

Interim Plan Option 2 (down the centerline with bike lanes):

1. All loading for MIT Sites 3, 4, and 5 is accessed from Hayward Street via Main Street. Preservation of the vehicular crossing at Hayward Street is important (left and right turns into Hayward). Thank you for acknowledging this during your community meeting.
2. There needs to be a discussion with the operators of the MIT loading facility and Kendall Hotel to understand any concerns that they may have. These two locations have a variety of deliveries on a regular basis.
3. It is not clear if the CRA plan acknowledges E19's curb cut on Main Street to its full extent.
4. A review of the current street configuration (reduced construction impact) and level of utilization is warranted. Some conditions differ from what was shown by Sasaki. I realize that their technology issues may have played a role in this, but, given the reduced construction activity, I question whether or not an interim solution is necessary.

Long Term Option 1

1. The lack of parking on Main between Dock and the Crosswalk will create issues for the building occupants of 314 Main and possibly 325 Main. There needs to be short-term facilities or active curb in front of these substantial buildings.

Long Term Shared Street Option 2

1. Making Main Street one-way will drive significant truck traffic down Broadway to Ames, as well as other alternate routes. There is some concern that truck traffic loading on Ames Street with its unique configuration, as well as the floating bus stop, will create a possible safety issue on Ames Street. It is important that the appropriate traffic studies are performed so that the impacts are understood by the district.

As noted above, it is important to maintain the left turn into Hayward Street from Main Street to avoid redirecting westbound and southbound service vehicles around the block to reach the SoMa loading facilities. Turning right out of Hayward Street could be difficult in the configuration shown. Have the turning radiuses been reviewed?

2. Currently, there are two spaces to the east of Hayward on Main. Maintaining these spaces is important for passenger pick-up and drop-off for 238 Main, including the incoming CVS. Areas for pick-up and drop-off are limited and "Active curb" areas should be included.

3. Relating to the comment above, delivering 1-2 hour parking is not a priority, but it is important to deliver active curb for ride share, meal delivery, and short-term (15 minute) parking. This type of access is very important to support the retail. In general, it seems that ride share and meal delivery should be allocated and called out specifically and separately from loading.
4. What does the profile of this street look like? How might incorporating an active curb with the shared street be executed?
5. Utilization of the Taxi cab stand does not warrant this type of space allocation. Has the utilization been measured?

Broadway Street Comments

1. During our Planning Board hearing on the 6th of April, board members expressed a desire for the through block connection through the Marriott to be improved. While we recognize that the ownership and control is with the CRA and Boston Properties, we would like the opportunity to review this condition, as well as any anticipated modifications to this connection.
2. Please confirm that the current plans presented during the community meeting are consistent with coordination discussions that we have had with your team. Of particular concern are the bike lane/buffer, sidewalk, and landscaping strip dimensions at the north side of Broadway. You may recall that we have “porches” as part of our resiliency solution along Broadway at buildings C2 and C3. It was our understanding based on previous conversations that the plans included within our Volpe filing were acceptable, but these plans do not appear to be accurately reflected in the materials shared with the community.
3. What types of improvements are anticipated along the south side of Broadway, and when will these improvements be implemented? Has the CRA considered an option that eliminates the hotel driveway and instead uses active curbs at the hotel entrance? This would eliminate two awkward curb cuts and create opportunities to include additional street trees and enhance the entrance to the through-block connection.
4. What are some of the ways that the CRA and BP might mitigate the large loading dock entrance, so as to improve pedestrian and bicycle safety? Adjustments to the dimensions could be considered to allow for new street trees in that section to help screen the very large loading area.
5. Please confirm that the Broadway Street improvement efforts are being coordinated with the Eversource Transmission line improvements.

Third Street Comments

1. Please confirm that the Third Street improvement efforts are being coordinated with the Eversource Transmission line improvements.
2. Please confirm that the Third Street improvement efforts are being coordinated with the Eversource Gas improvements.
3. The west sidewalk adjacent to the Volpe site encroaches on private property. Please send us CAD files so that we can confirm the alignment works with our proposed plan, specifically the preservation of the existing line of mature trees within the site.

4. Existing Broad Canal Way (east of Third Street) has a significant amount of large truck deliveries – confirm that design will allow for a left-hand turn onto Broad Canal Way from southbound lanes.
5. All three options propose the loss of on-street parking. Where exactly are those spaces?

July 7, 2021

Broadway / Main Street / Third Street
Response to MITICMO Comment Letter

Thank you for your comment letter, and for collaborating with us as we work through the streetscape designs. We appreciate your input, and wanted to take a thorough look at the feedback and comments you provided, along with those we heard through public outreach, as we work through the next set of designs. We appreciate your patience with our response time.

As you know, the CRA is engaged in a multi-stakeholder design process for three inter-connected streets in the Kendall Square Urban Redevelopment Area. This effort involves balancing overlapping and sometimes conflicting transportation goals and accommodating the access interests of neighboring properties and residents. This spring the CRA released a number of options for public review. MIT provided a written set of comments, to which the CRA team has provided some initial responses. The design and engineering team is still in the midst of some technical analysis of these options, and refinements of these options are underway.

Main Street Comments

While the streetscape project had originally planned to design two phases of Main Street improvements, given the traffic implications, the design scope may shift its focus toward one alignment for short and long term, with different levels of intervention over time. The specific responses below are focused on the original comments and the design response, but it should be acknowledged that the CRA and City continue to test each option for implementation feasibility.

Interim Plan Option 1 (side bike lanes)

1. This option eliminates parking and drop off on the entire south side of Main Street except west of Ames St. (where there is no retail). Retaining some parking and short-term loading adjacent to the retail between Ames Street and Wadsworth Street is critical for the retail to survive. MIT does not support this option.

Like MITIMCO, the CRA and the City of Cambridge want retail to succeed on Main Street. Kendall Square's success has grown as a multi-modal, transit-oriented development. The CRA and the City do not feel that parking is as vital to retail success at this location as broader multi-modal access, especially pedestrian clientele, but recognize the emerging/growing need for pick-up locations for food vendors. Most of the retail on Main Street survived a few years back before the SOMA redevelopment despite the street's closure to vehicles during Main Street's reconstruction and the Longfellow Bridge closure.

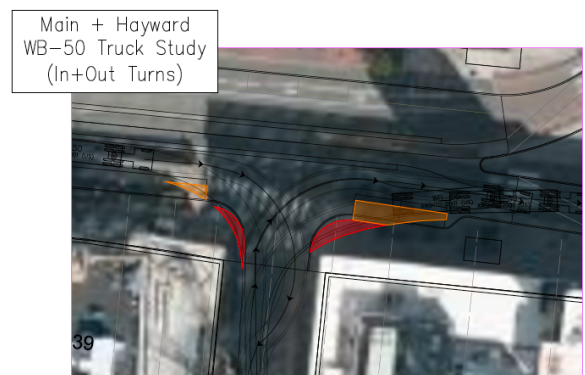
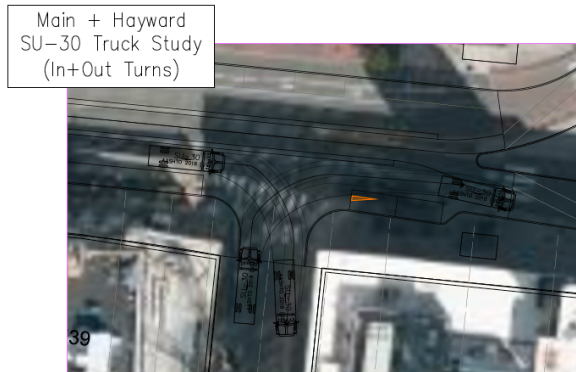
Unlike other options for Main Street, Option 1 - Side Bike Lanes removes parking and pick-up/drop-off areas on the south side of Main Street, and we recognize that MITIMCO does not prefer this option for that reason. There is a fair amount of off-street parking available nearby, especially for evening hours. The CRA acknowledges that pick-up and drop-off operations are recognized as a growing transaction

format for retail. Likewise, the number of shuttle buses running on both sides does create more conflicts for this option.

Interim Plan Option 2 (down the centerline with bike lanes):

1. All loading for MIT Sites 3, 4, and 5 is accessed from Hayward Street via Main Street. Preservation of the vehicular crossing at Hayward Street is important (left and right turns into Hayward). Thank you for acknowledging this during your community meeting.

In Option 2 - the Center Bike Lane concept, eastbound vehicles on Main Street will be able to access Hayward Street via a right-hand turn. The turning studies below show this concept accommodates SU-30 trucks to enter Hayward. However, larger WB-50 trucks, or semi-trailers would need to enter and depart these loading facilities from the roads south of Main. Left hand turns for all from Main Street heading westbound will be eliminated due to safety concerns crossing the center bike lane.



2. There needs to be a discussion with the operators of the MIT loading facility and Kendall Hotel to understand any concerns that they may have. These two locations have a variety of deliveries on a regular basis.

Turning radiuses are being reviewed to ensure access in and out of the MIT facility and Kendall Hotel is maintained for right in, right out deliveries and loading, similar to what would have been feasible on Main Street prior to its reconstruction in 2014. We've had conversations with the Kendall Hotel, and will meet with the MIT loading facility. In Special Permit 303 this MIT loading facility is planned to be redeveloped according to the SoMa Master Plan as Parcel 6. Any updates on this phase of the PUD would be helpful.

3. It is not clear if the CRA plan acknowledges E19's curb cut on Main Street to its full extent.

It is currently a very large curb cut, much wider than typically approved by the City. A curb-cut for MIT's facilities parking lot will be maintained in the Center Bike Lane concept, but as noted above, the City has approved a plan for redeveloping this site.

4. A review of the current street configuration (reduced construction impact) and level of utilization is warranted. Some conditions differ from what was shown by Sasaki. I realize that their technology issues may have played a role in this, but, given the reduced construction activity, I question whether or not an interim solution is necessary.

The interim designs for Main Street may need to be in place for a number of years until a larger vision is implemented. Originally a quick build option was under consideration as an immediate response to COVID and construction activities. Improved bicycle accommodations on Main Street will be necessary within a few years to meet the policy standards of the Cambridge Cycling Safety Ordinance, regardless of any construction activity. We will explore whether a more permanent installation is feasible in a shorter time frame.

Long Term Option 1

1. The lack of parking on Main between Dock and the crosswalk will create issues for the building occupants of 314 Main and possibly 325 Main. There needs to be short-term facilities or active curb in front of these substantial buildings.

See response to comment #1. Main Street is first and foremost a transit and pedestrian street, with the MBTA Red Line, buses and multiple shuttle services operating in the area, and a balance needs to be found for other competing multi-modal uses. Like in the interim condition, the CRA recognizes MITIMCO does not prefer the Long Term side bike lane option and thus other options have been explored.

Long Term Shared Street Option 2

1. Making Main Street one-way will drive significant truck traffic down Broadway to Ames, as well as other alternate routes. There is some concern that truck traffic loading on Ames Street with its unique configuration, as well as the floating bus stop, will create a possible safety issue on Ames Street. It is important that the appropriate traffic studies are performed so that the impacts are understood by the district.

Main Street will remain two-way in the shared-slow street concept, though, should MassDOT approve the silver line extension, the straight from Third Street to Main Street may be made buses only. Traffic analysis is underway to understand these impacts. It is unclear if a Shared-Slow Street option satisfies the Cambridge Cycling Safety Ordinance. The CRA is reviewing draft results from its traffic study and the various impacts or improvements of each alternative on intersection performance throughout the district.

2. As noted above, it is important to maintain the left turn into Hayward Street from Main Street to avoid redirecting westbound and southbound service vehicles around the block to reach the SoMa loading facilities. Turning right out of Hayward Street could be difficult in the configuration shown. Have the turning radiuses been reviewed?

The shared street concept would not modify vehicular traffic, and would thus allow the left turn into Hayward Street from Main Street if non-transit vehicles are permitted. Turning radiuses will be studied if this concept progresses.

2. Currently, there are two spaces to the east of Hayward on Main. Maintaining these spaces is important for passenger pick-up and drop-off for 238 Main, including the incoming CVS. Areas for pick-up and drop-off are limited and “Active curb” areas should be included.

We could look into the possibility of extending the long-term shared street concept for that portion of Main Street to its eastern connection to Broadway, but not every space can be preserved in every scheme. Hayward and Wadsworth both represent pick-up area opportunities.

3. Relating to the comment above, delivering 1-2 hour parking is not a priority, but it is important to deliver active curb for ride share, meal delivery, and short-term (15 minute) parking. This type of access is very important to support the retail. In general, it seems that ride share and meal delivery should be allocated and called out specifically and separately from loading.

It is helpful to understand MITIMCO's preference toward pick-up drop off for active curb uses, rather than parking. Locations for pick-up drop-off are under consideration for the shared/slow street concept and the center bike lane option. The CRA and City will look at this while balancing opportunities for active outside dining or other curbside uses that would benefit retailers as well. The City is working on more specific designations for various short-term curbside uses on public streets but currently loading is the regulatory category used.

4. What does the profile of this street look like? How might incorporating an active curb with the shared street be executed?

While the shared or slow street concept in a long-term condition would prioritize pedestrian and transit vehicles, it would maintain the opportunity to incorporate an active curb. A surface treatment, and thus profile has not been determined. As noted above, it is also unclear if this design option would satisfy the Cambridge Cycling Safety Ordinance.

5. Utilization of the Taxi cab stand does not warrant this type of space allocation. Has the utilization been measured?

It is acknowledged that ride hailing services have changed the landscape for taxi services. Together with Broadway, rebalancing curb uses will be considered in the MXD district. Utilization is hard to measure currently, past data does show significant usage of cabs pre-COVID.

Broadway Street Comments

1. During our Planning Board hearing on the 6th of April, board members expressed a desire for the through block connection through the Marriott to be improved. While we recognize that the ownership and control is with the CRA and Boston Properties, we would like the opportunity to review this condition, as well as any anticipated modifications to this connection.

Improving the connection through the Marriott, as well as including a new through connection via the Green Garage has been discussed as part of this design process and will be further reviewed through the MXD Infill Development Concept Plan amendment process currently underway.

The Broadway streetscape designs also improves the connection to the Volpe development, by providing more direct crosswalk alignments. The passageway through the building has been a topic of frequent conversations between the CRA, Boston Properties and the hotel. Gradual improvements have been made over the past few years to improve public wayfinding. Larger scale interventions have been discussed recently. As the designs progress through the Infill Development Concept Plan Amendment review, the CRA will update MIT on design progress.

2. Please confirm that the current plans presented during the community meeting are consistent with coordination discussions that we have had with your team. Of particular concern are the bike lane/buffer, sidewalk, and landscaping strip dimensions at the north side of Broadway. You may recall that we have “porches” as part of our resiliency solution along Broadway at buildings C2 and C3. It was our understanding based on previous conversations that the plans included within our Volpe filing were acceptable, but these plans do not appear to be accurately reflected in the materials shared with the community.

While we have had a few coordination discussions, it would be unfair to present that the CRA’s 10% designs intend to fully reflect the concepts in the PUD application. It is unclear if the porches meet the pedestrian circulation needs of the area. Other options for resiliency may be available to the Volpe project. It is expected that these details would be refined later in the PUD or design review process. Numerous City departments will need to review the next round of design for Broadway, especially as the City reviews the Volpe PUD application. The CRA’s goal is to put forward a comprehensive concept for Broadway that provides safe, high-capacity space for pedestrians and bicycles through the KSURP area.

3. What types of improvements are anticipated along the south side of Broadway, and when will these improvements be implemented? Has the CRA considered an option that eliminates the hotel driveway and instead uses active curbs at the hotel entrance? This would eliminate two awkward curb cuts and create opportunities to include additional street trees and enhance the entrance to the through-block connection.

The south side of Broadway has a separated bike lane in the design concepts shown to date. The phasing of this improvement is complicated by the Eversource and stormwater facilities planned in the street. When the cycle track design for Galileo was implemented as part of the MXD project, both sides of the street were designed and built as part of the same project.

As part of the current streetscape designs, the CRA has collaborated with Boston Properties and the Marriott Hotel and discussed the hotel driveway. The hotel driveway is important to the hotel valet service as well as allowing tour buses to disembark guests off Broadway. Keeping some active curb space is critical to maintain emergency vehicle egress.

4. What are some of the ways that the CRA and BP might mitigate the large loading dock entrance, so as to improve pedestrian and bicycle safety? Adjustments to the dimensions could be considered to allow for new street trees in that section to help screen the very large loading area.

The CRA agrees that the condition at this location is not desirable for bike and pedestrian circulation. Like the MIT facility on Main St. this loading dock has an oversized curb cut. This was originally designed to minimize movements of trucks in motor vehicle travel lanes on Broadway. Our analysis of Broadway and specifically the loading area has included the review of necessary turning radius of trucks entering the shared loading dock. Due to the orientation of the loading dock along with the MBTA access right, significant changes to the dimensions are not easily feasible. Still, we are looking at ways to improve the visual and physical queues to vehicles, including a raised mountable bike lane and other modifications so as to improve pedestrian and bicycle safety. We can also revisit the truck loading needs of all the buildings. A revised proposal with more protected bike infrastructure for this area is currently being reviewed with the City and Boston Properties.

5. Please confirm that the Broadway Street improvement efforts are being coordinated with the Eversource Transmission line improvements.

Yes, we have had meetings with Eversource to discuss the Broadway and Third Street plans. These conversations have made it clear that space is at a premium in Broadway to accommodate the transmission lines, and that additional space is needed in the area outside of the current road surface of Broadway to preserve the mature median trees.

Third Street Comments

1. Please confirm that the Third Street improvement efforts are being coordinated with the Eversource Transmission line improvements.

See comment above. The intersection of Broadway and Third appears to be a particular challenge for the transmission line and other planned infrastructure. The CRA is aware of the interest of Eversource to avoid the Broadway and Third intersection.

2. The west sidewalk adjacent to the Volpe site encroaches on private property. Please send us CAD files so that we can confirm the alignment works with our proposed plan, specifically the preservation of the existing line of mature trees within the site.

Initial CAD files were sent, and we have subsequently followed up with revised versions of the plan to confirm the alignment works with the proposed Volpe park layout. We share the same goal of preserving the existing line of mature trees within the site.

3. Existing Broad Canal Way (east of Third Street) has a significant amount of large truck deliveries – confirm that design will allow for a left-hand turn onto Broad Canal Way from southbound lanes.

Left hand turns will be accommodated onto Broad Canal Way from southbound lanes. The City and the CRA have also coordinated with Biomed Realty to discuss the streetscape plans as it relates to its new development.

4. All three options propose the loss of on-street parking. Where exactly are those spaces?

Third Street loses five parking spaces in Option 1 of the Third Street plan, located along the northern edge of the 303 Third Street building. Option 2 for Third Street looked at maintaining parking in front of 303 Third Street, and removing parking in front of Tatte instead. This results in a loss of eight parking spaces. Based on public input, we are looking at moving forward with Option 1. We are also considering repurposing some of the parking spaces along Third Street for pick-up / drop-off as well.



Staff Report to the Board July 14, 2021

Administration

Procurement

A Request for Proposals (RFP) for an Insurance Consultant/Advisor will be launched shortly. The primary tasks are to evaluate loss exposures and develop a risk assessment for the CRA. The firm/individual will assist Staff with determining coverage in the broad areas of commercial property, general liability, professional liability, and employment liability. We seek a Consultant/Advisor with the designation of Certified Insurance Counselor and or Accredited Advisor in Insurance.

An RFP for Real Estate Services and Brokerage Services is also under development. The CRA seeks an on-call Advisor to assist Staff in real estate analysis and strategy for new projects. In addition, the CRA would like to engage a Real Estate Broker to assist in identifying land/property for development, negotiating, and closing the transaction. Parallel to this procurement, the CRA may release an RFP seeking property.

Finally, as the 99 Bishop Allen Drive renovation project winds down, Staff will be issuing an RFP for Moving Services, in August. It is anticipated that the RFP will be available to interested moving firms throughout the month and a recommendation will be brought to the Board for approval at the September monthly meeting.

Finance

Roselli, Clark & Associates will be on site in August to complete their review of documents for the 2020 annual audit.

Forward Calendar

- Mikyoung Kim Contract Amendment / Danny Lewin Park MOU
- 2021 Budget Amendment
- Personnel Policy / Handbook
- Infill Development Concept Plan Amendment (with Planning Board)

Project Updates

3rd & Binney Civic Space

In preparation for the closing of the temporary dog park, Staff has initiated conversations with City staff to determine a punch list of maintenance items that will be completed prior to the property being turned over to the CRA. The discussions will assist in preparation of a potential return to the 3rd & Binney Food Truck program and other plans for activation of the civic space. Staff anticipates the temporary dog park to close in early to mid-September in coordination with the opening of the new Rogers Street Park.

Broad Update Signage & Museum

Representatives of the Broad Institute recently submitted a donor signage proposal for Administrative Review and Approval. The sign consists of 5 1/2"-high stainless-steel letters flushed mounted on a clear glass panel set back from the exterior facade and would be aligned with the existing curtainwall glass. The total size of the glass and stainless-steel sign would be 6sf and when mounted would be approximately 17' above the ground.

The Broad is working to update their 7,100-square-foot atrium lobby, currently known as the DNatrium, into a publicly accessible museum. The museum will be known as The Broad Discovery Center. It will showcase deep narratives around how researchers at the Broad and its partner institutions are systematically deciphering the root causes of disease. This will be done through engaging exhibits and thoughtful storytelling. The space will also be flexible for meetings and events.

The lobby will be closed from July 6 to October 5, 2021 for infrastructure construction that will include installing lighting, power, and data capabilities. The lobby will be closed again from April-May 2022 for exhibit installation leading up to the museum launch in mid-2022.

325 Main Street Project Update

Demolition of the Marriott trellis structure has been completed. This week, the landscape team will be adding new plantings to the top of the brink columns. Turner continues cleaning the construction area in preparation of the fence being reduced in the coming week.

The Green Garage Roof Garden hardscape is well underway. Turner has confirmed that there have been many concrete pours occurring which will continue during the next several weeks. This work has had a few impacts on the cyclists and pedestrians along Broadway, as City-approved morning detours, to accommodate the pump trucks and cranes, will continue as the concrete pours and materials deliveries take place throughout July.

Level Two Plaza work has also ramped up. Crews continue working on the rails of the recently installed Social Stairs leading up to the Green Garage Roof Garden. This work will continue throughout the summer and fall as well.

In addition to the Broadway detours, pedestrians and cyclists traveling along the front of 325 Main Street have been impacted due to recent modifications to the temporary pedestrian walkway. Visitors traveling by bicycles are encouraged to safely use the drive lanes and the pedestrian's walkway has been shifted out where the bike lane had been throughout the construction project. The recent modification is to allow utility work to happen along the sidewalk and work site. The change will continue throughout the fall as landscape and hardscape improvements are completed.

Forward Fund

Staff continues to schedule virtual office hours with interested applicants and all local organizations are encouraged to apply through the September 24th deadline. The majority of grant agreements for the phase one approvals have been executed and the first payments will be issued shortly. Interested applicants can contact Program Manager, Carlos Peralta at CPeralta@CambridgeRedevelopment.org with any questions or to discuss the program in more detail.

Workforce Development

On June 22nd, the CRA and the City of Cambridge hosted a Zoom event featuring a presentation of findings by Dr. Mark Melnik of the UMass Donahue Institute. The presentation was based on the Workforce Development Study that Dr. Melnik's team completed for the CRA and the City, but also included data and insight regarding the impact of the COVID-19 pandemic on employers, job seekers, and the general economy. Mayor Sumbul Siddiqui and City Manager Louis DePasquale shared insight on the importance of addressing this work, particularly in light of the pandemic, and the necessity of engaging the range of affected stakeholders to do so. CRA staff are now working with colleagues from the City's Office of Workforce Development and Community Development Department to plan a series of conversations with workforce development providers and employers in order to develop action plans around the

recommendations from the report. The report, slides, and recording from the June 22nd event are on the CRA's [Workforce Development webpage](#).

Galaxy Park

CRA Staff and Boston Properties have come to an agreement to temporarily shift the afterwork music series which was originally held in Kendall Plaza to Galaxy Park. Local musicians from Berklee School of Music will perform on Tuesdays and music will be provided by Club Passim, an American folk music club from Cambridge on Thursdays. The music series is anticipated to begin Thursday, July 15th, and continue throughout the month of August, with rain dates added in September if needed.



MEMORANDUM

To: CRA Board

From: CRA Staff

Date: July 9, 2021

Re: May Monthly Report

FINANCIAL SUMMARY

- Continued equity market strength provided income of \$166,086 in May. For May total income was \$176,031. Through May 31, 2021 total investment income was \$1,242,086 and income from operations was \$83,573. Total income from operations and investment income through May was \$1,325,659.
- Operational Expenses continue to be in line with expectations. Total expenses for May were \$1,330,550. Through May 31, 2021 total expenses were \$2,836,555.
- In May, the net deficit was -\$1,154,519 and through May the cumulative deficit was -\$1,510,895.
- Bishop Allen renovation project hard costs in May totaled \$803,861. The softs costs totaled \$27,277. Total Bishop Allen renovations costs through May 31, 2021 totaled \$1,937,931.
- The \$200,000 funding was provided to the Mayor's Disaster Relief Fund (MDRF). The City of Cambridge and CRA jointly distributed \$600,000 to small businesses in Cambridge.
- For 2021, the pension appropriation is \$156,160 – It is up 62% from 2020 due to the increase of CRA staff and the funding schedule of the City of Cambridge. The CRA currently represents 0.29% of the Cambridge Retirement plan.

INVESTMENT ACCOUNTS

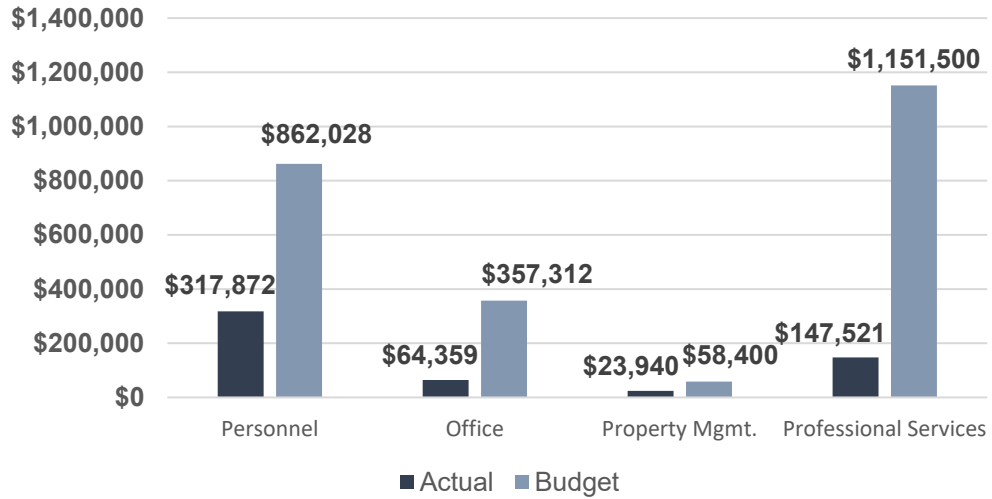
- KSTEP account was fully invested at U.S. Bank with 70% fixed income and 30% equities.



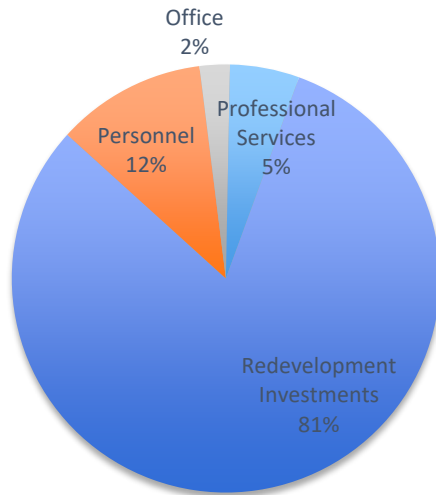
May 31, 2021

	Actual	Budget
4000 Income		
4200 Operating Revenue	\$83,573	\$1,709,075
4300 Investment Income	\$1,242,086	\$500,000
TOTAL INCOME	\$1,325,659	\$2,209,075
6000 Operating Expenses		
6110 Personnel	\$317,872	\$862,028
6200 Office	\$64,359	\$357,312
6300 Property Management	\$23,940	\$58,400
Total 6000 Operating Expenses	\$406,171	\$1,277,740
7000 Professional Services		
7002 Design - Architects	\$500	\$320,000
7003 Design - Landscape Architects		\$130,500
7004 Design - Engineers		\$50,000
7005 Legal	\$16,369	\$70,000
7006 Real Estate & Finance	\$19,293	\$100,000
7007 Planning and Policy		\$10,000
7009 Accounting		\$20,000
7010 Marketing / Graphic Design	\$5,000	\$17,500
7012 Web Design / GIS		\$3,500
7013 Land and Building Surveys		\$10,000
7014 Records Management / Archivist		\$10,000
7017 Transportation Planning	\$55,791	\$265,000
7018 Investment Services	\$47,380	\$125,000
7020 Information Technology Services	\$3,188	\$20,000
Total 7000 Professional Services	\$147,521	\$1,151,500
8000 Redevelopment Investments		
8200 Forward Fund	\$200,000	\$500,000
8400 Foundry	\$43,325	\$1,075,764
8500 KSTEP Fund	\$10,745	\$55,000
8700 BA Renovation	\$1,937,931	\$9,000,000
8800 BA Operations	\$90,862	\$250,000
Total 8000 Redevelopment Investments	\$2,282,863	\$10,880,764
TOTAL EXPENSES	\$2,836,555	\$13,310,004
DEFICIT	(\$1,510,896)	(\$11,100,929)

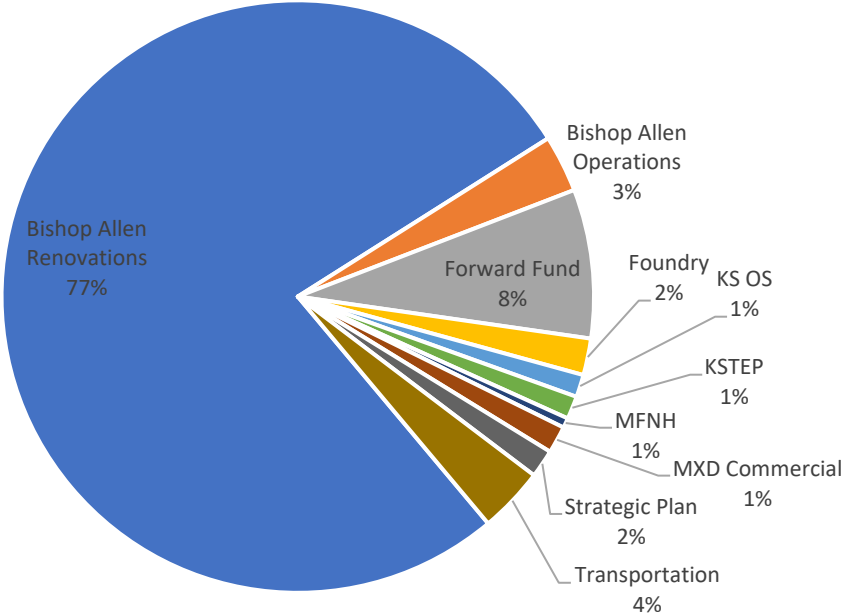
ACTUAL EXPENSES VS BUDGET MAY 2021



EXPENSES BY CATEGORY MAY 2021



**EXPENSES BY PROJECT
MAY 2021**





MEMORANDUM

To: CRA Board
From: Tom Evans
Date: July 8, 2021
Re: Strategic Advisory Group

As discussed with the CRA Board earlier in the year, CRA staff recommend the formation of a Strategic Advisory Group as part of our Strategic Plan update. The Advisory Group will broaden the CRA's access to diverse voices, different perspectives, and various areas of expertise in order to inform our Strategic Plan and its implementation. The Advisory Group will help the CRA transform ideas into action in a way that furthers our goals for equity and aligns with our mission. The Advisory Group could increase our knowledge of community needs and serve as a sounding board for new CRA initiatives.

We envision the Advisory Group as advisory to the Executive Director. Initially, the Advisory Group would be formed as a temporary body, with a focused objective of advising in relation to the Strategic Plan. It could meet four to six times per year for one year, from fall 2021 to fall 2022. After a year, we could evaluate this governance structure to determine whether there is value to extending the term of the Advisory Group or make it a more permanent element of the CRA's governance.

The proposed notice for the Strategic Advisory Group is attached. CRA staff would distribute this notice widely, both online and in physical locations throughout the city, to generate as much interest as possible from many different sectors of the Cambridge community. An online application has been developed with a few key questions that will help us evaluate and vet submittals, before narrowing the list and interviewing potential candidates. This application can also be made available in paper format. We envision a Strategic Advisory Group with nine (9) to eleven (11) members.

The Cambridge Redevelopment Authority is seeking volunteers for a Strategic Advisory Group!

If you live or work in Cambridge, we encourage you to apply! We envision a Strategic Advisory Group that is representative of the wide diversity of people and places in Cambridge.

About the Role

The Strategic Advisory Group will advise the CRA on issues related to the Strategic Plan and its implementation and will help support the CRA's relationship with the Cambridge community so that our work is equitable, responds to local needs, and reaches a diverse population.

About the CRA

The CRA works in the public trust to bring a human dimension to development, improving the quality of life for residents, businesses, employees, and visitors. Our goal is to balance economic vibrancy, housing, and open space to create sustainable communities through new and revitalized development. We believe that diversity, equity, and inclusion make us stronger as individuals, organizations, and a society. We are committed to implementing imaginative, creative initiatives to achieve social equity and a balanced economic ecosystem. Information about the CRA, its Strategic Plan, and ongoing projects may be found at our website:

www.cambridgeredevelopment.org.

What We Are Looking For

We are seeking people who are able to work in a team and who can consider policies, projects, and other proposed efforts through an equity lens for the benefit of the entire Cambridge community. Preferred candidates will bring at least one of the following (*if you meet just one of the items below, you are encouraged to apply*):

- Leadership in, or deep connection with, communities whose voices are lesser heard in Cambridge public spaces
- Leadership or wide experience in Cambridge's nonprofit community, small business community, and/or affordable housing communities
- Personal or professional knowledge or experience in community development, urban planning, municipal or state government, fiscal management, transportation, and/or real estate development

Meetings may be public and are anticipated to occur quarterly, although more frequent meetings may be warranted at times. We anticipate that meetings may be in person in the near future, although Advisory Group members may continue to attend via zoom as needed.

Application Instructions

If you are interested in becoming a member of the CRA Strategic Advisory Group, please respond [HERE](#) by **August 31, 2021**. If you have any questions or would like to request a copy of the application form, please contact us:

[\[insert name\]](#), [\[insert email\]](#)

Cambridge Redevelopment Authority,
255 Main Street, 8th floor, Cambridge, MA 02142

Additional information about the CRA can be found at
<https://www.cambridgeredevelopment.org/>

CAMBRIDGE REDEVELOPMENT AUTHORITY

Strategic Plan 2021

July 14, 2021 - *DRAFT*

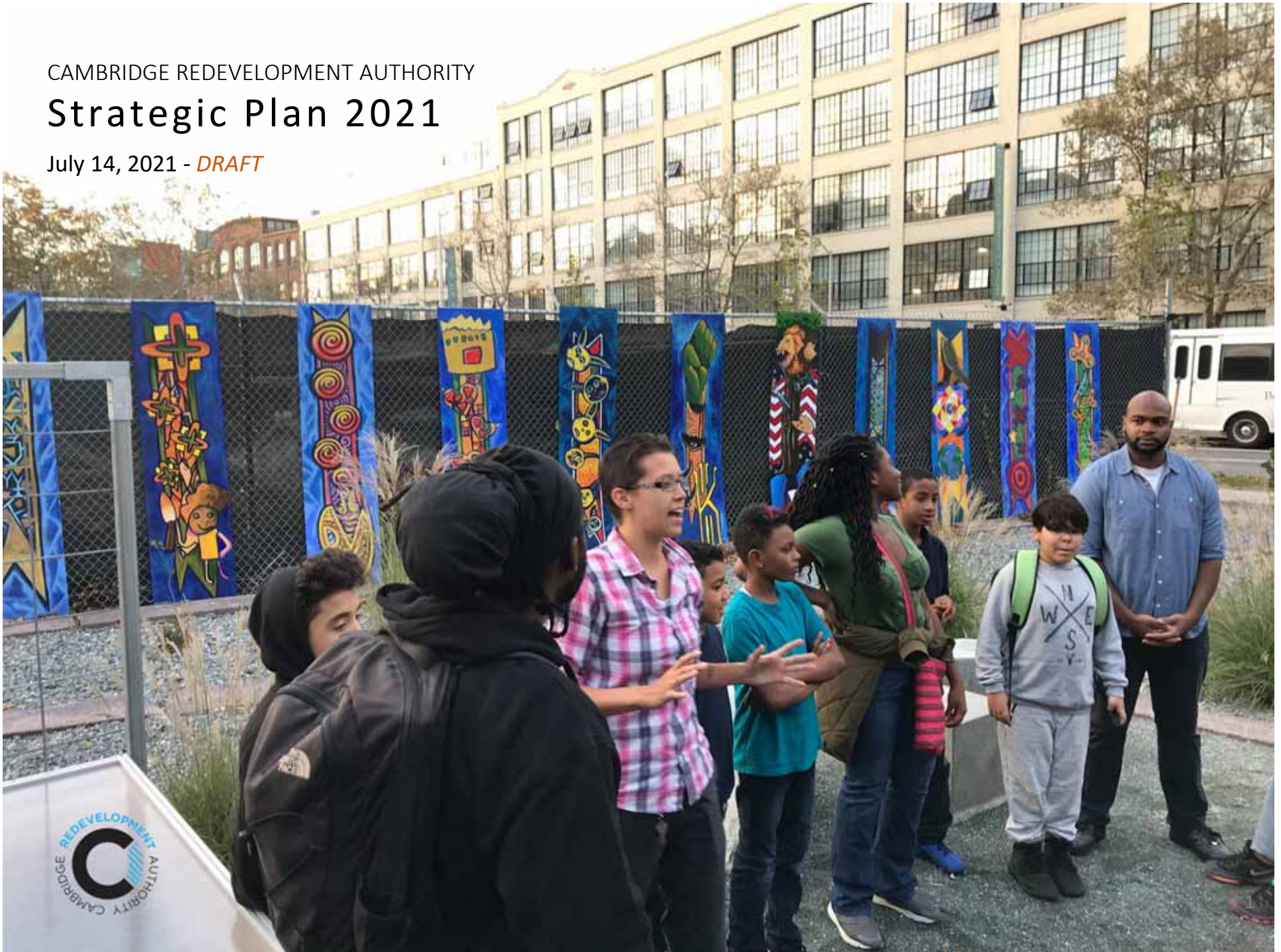


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1. Existing Conditions/
Transformations
2. Vision
3. Mission
4. Project Chart
5. Principles and Approach



Strategic Plan Framework

1. External Activities
2. Internal Operations
3. Financial Considerations
4. Learning and Outreach



Next Steps

2014 EXISTING CONDITIONS



Parcel 6 Lot



Sixth Street Walkway



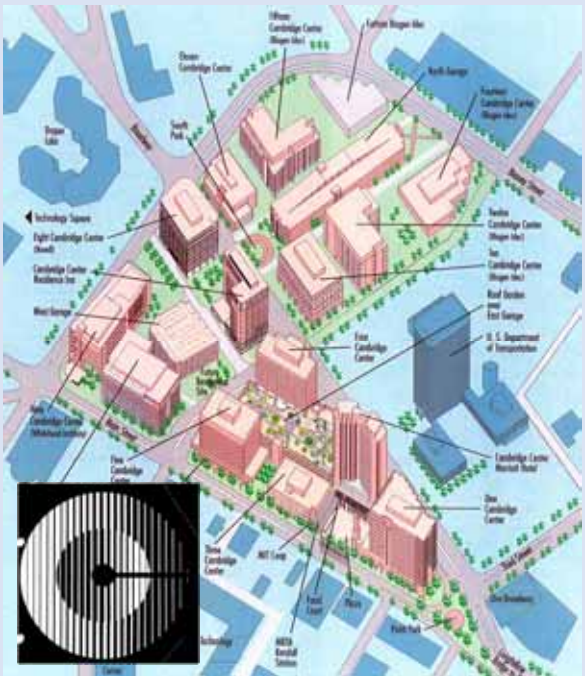
Grand Junction/Tot Lot



Galaxy Park



Foundry



Cambridge Center Plan

2014 - 2021 TRANSFORMATIONS



Parcel 6 Lot



Sixth Street Walkway



Grand Junction Park



Galaxy Park



Foundry



Kendall Square MXD

2014 VISION

In five years, the CRA will be.....

- Creating landmark places and vibrant civic spaces
- Applying timeless urban design and sustainable approaches
- Working on projects that contribute to community fabric of city
- Implementing projects that cannot be achieved by others
- Working in partnership with City
- Managing a mixed workload:
 - Property management
 - Real estate transactions
 - Project management
 - Community investment programs
 - Design review
 - Longer-range strategic initiatives

In five years, CRA projects will include....

- **District-scale projects:** infrastructure, mixed-use development, mixed-income housing
- **Small-scale investments** related to mission

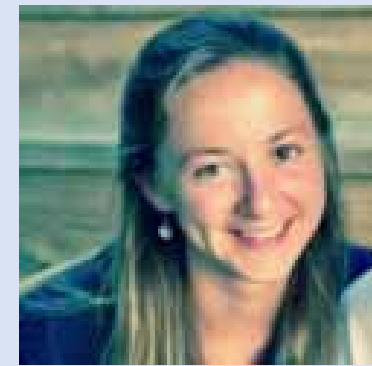


Redeveloped Grand Junction Park

2014 VISION

In five years, the CRA will be.....

- Relatively small yet efficient independent operation, with well-regarded board
- Responsive to community concerns, making transparent and sound decisions
- Able to act nimbly to negotiate and develop real estate to achieve public goals.
- Financially independent and stable
- Able to steward public and private funding sources
- Able to maintain a longer-term vision that has continuity through political cycles



CRA Staff in 2021

2014 MISSION

The Cambridge Redevelopment Authority is committed to implementing **imaginative, creative development** that achieves **social equity and environmental sustainability**. Our goal is to work in the **public interest** to facilitate **infrastructure investments** and development projects that integrate **commercial, housing, civic and open space uses**. We are a public **real estate** entity with a unique set of redevelopment tools, working in close **partnership** with the City of Cambridge and other organizations.



Bishop Allen Project Launch



Foundry Community Hall



Binney Street Streetscape Design



Kendall Sq. Data/Visualization



Parcel 6 Improvements

2014 PROJECT CHART

REAL ESTATE TRANSACTIONS

- Acquisition/Disposition
- Remediation/Site Prep
- Infrastructure
- Project Development

STRATEGY

- Policies and Planning
- Team Initiatives

MANAGEMENT

- Property Management
- Regulatory Oversight

REAL ESTATE ROLE

Transaction

Strategy

Management



- Foundry ✓
- Vail Court
- 3rd St Lot ✓
- Ames St ✓

- O'Brien / 1st St
- Concord-Alewife ✓
- Volpe Site
- Webster Ave area

- MXD Rezoning ✓
- Grand Junction ✓
- Eco-District

- Community Loan Fund ✓

- Galaxy Park ✓

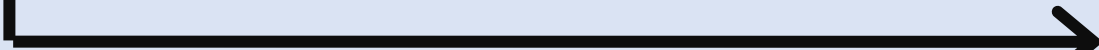
- KSURA Design Review ✓

Project

District

City-wide

SCALE



Projects and areas that have been raised in multiple stakeholder interviews



Projects undertaken



Current 2014 projects / initiatives



Examples of future projects / initiatives in 2014

2014 PRINCIPLES AND APPROACH

Future Project Selection

PROJECT PROPOSAL

↳ Consistent with City Policy?

↳ Fits CRA Mission?

↳ Financial Consideration

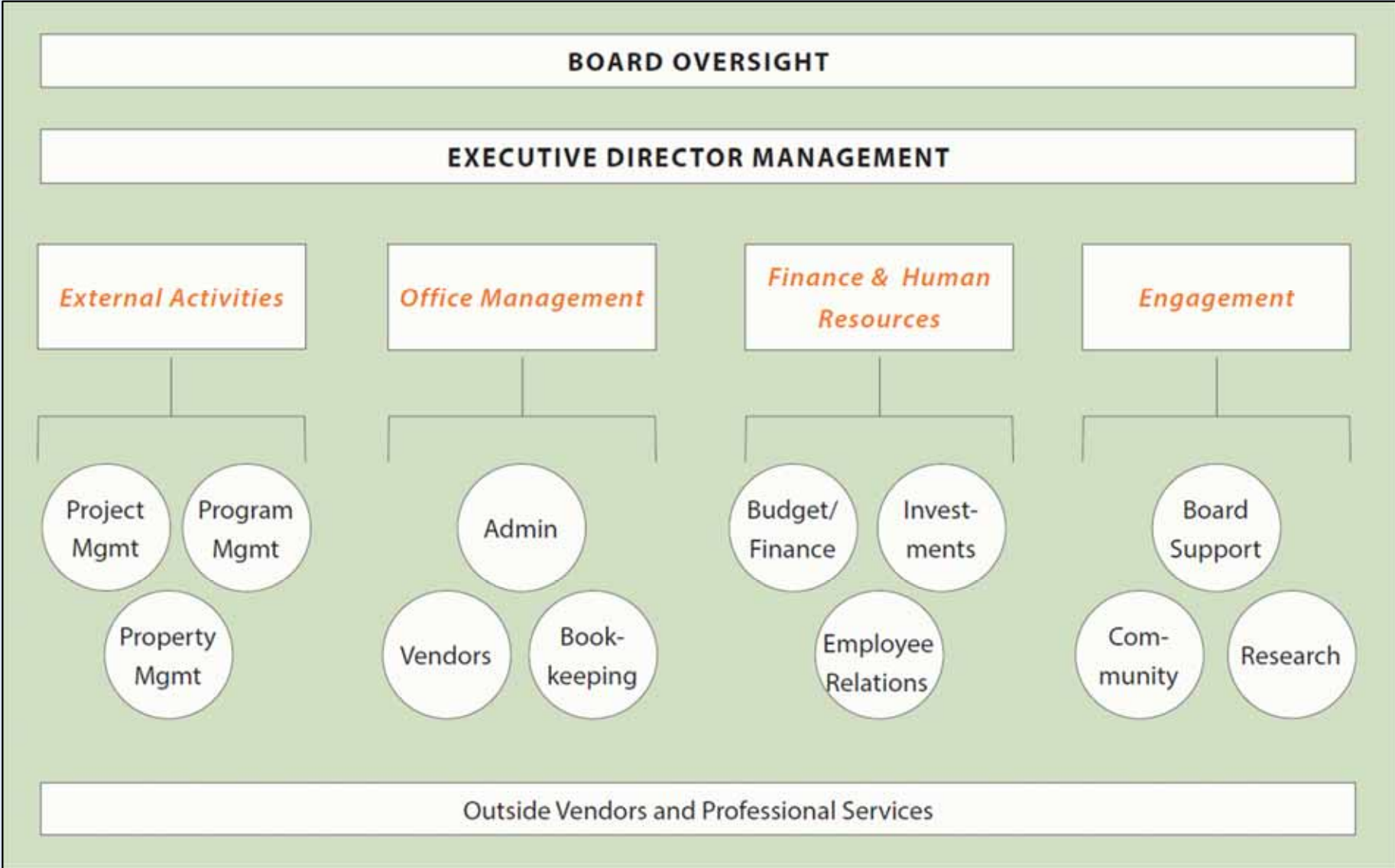
↳ Does CRA have Capacity to Implement?

↳ Are Partnerships Established?

Operating Principles

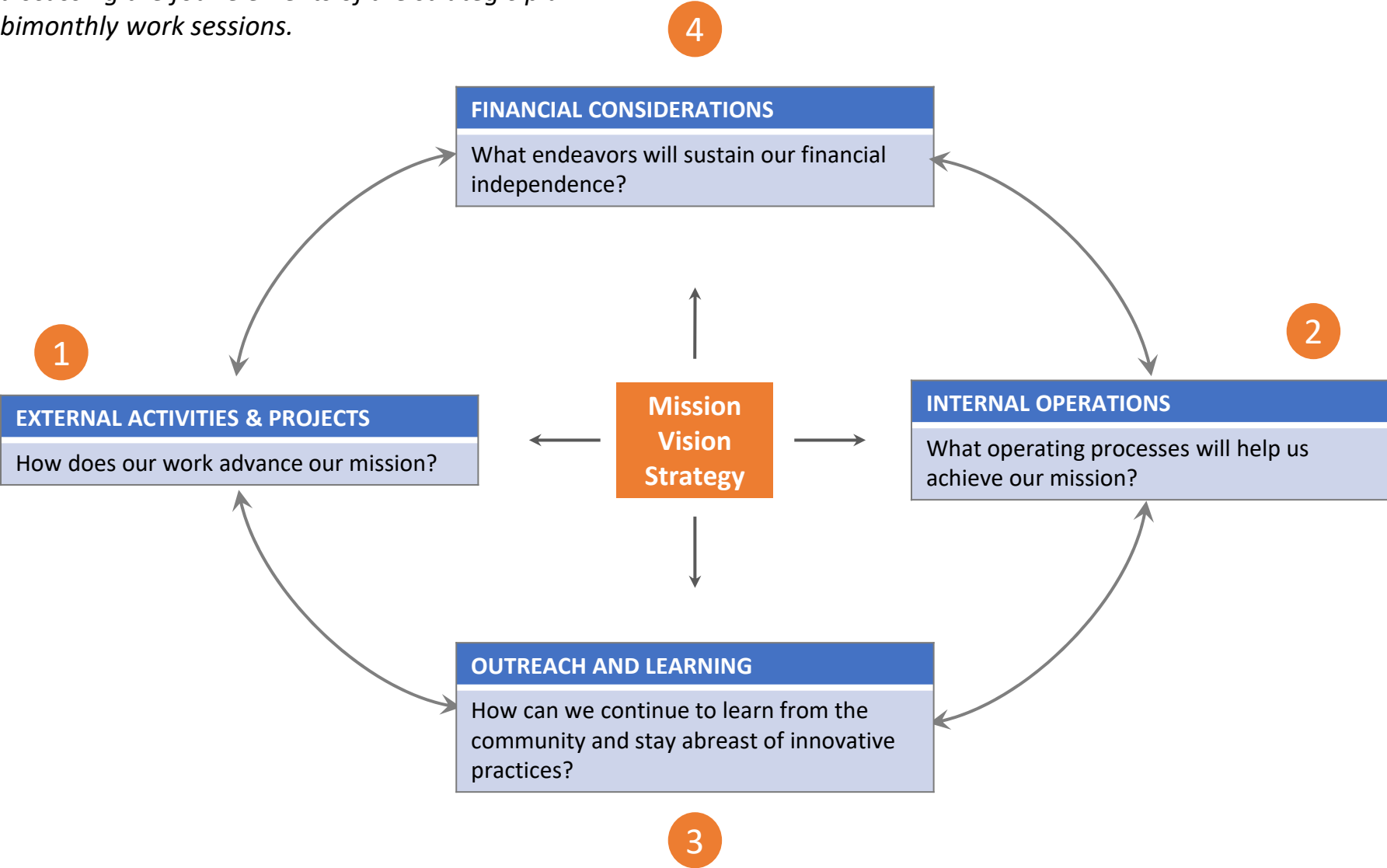
1. Act
2. Operate with transparency
3. Maximize the public benefit
4. Operate with fiscal responsibility
5. Set an example

2014 INTERNAL OPERATIONS: PROJECTED STAFF FUNCTIONS



STRATEGIC PLAN FRAMEWORK

February 2021 to July 2021: CRA staff has been discussing the four elements of the strategic plan in bimonthly work sessions.



Adapted from Kaplan, Robert and David Norton, "Linking the Balanced Scorecard to Strategy."

1. EXTERNAL ACTIVITIES

EXTERNAL ACTIVITIES & PROJECTS

How does our work advance our mission?

Preliminary Findings

1. **Mission-Centered Approach:** Center values and unique CRA advantages
2. **Diversity, Equity, and Inclusion:** Integrate DEI in outreach, leadership, procurement, projects, and programs
3. **Strategic Advisory Group:** Amplify community networks, outreach, local knowledge, and special areas of expertise
4. **Strategy:** Incorporate due diligence and strategic priorities into project Go/No Go decisions
5. **Project Pipeline:** Develop partner relationships, assess community needs, invest in non-profit/partner capacity, build allies, manage multiple parties with divergent goals
6. **Project Management:** Build capacity and systems for contracts, consultant management, project financial data, design and construction processes
7. **Regulatory Framework:** Acknowledge and define the constraints within which a Redevelopment Authority works

EXTERNAL ACTIVITIES: MISSION-BASED THEMES

CRA Values and Principles

- Equity
- People-focused
- Future-oriented vision of the city as an urban ecosystem
- Resiliency: adaptable, flexible, rebalancing, filling gaps

Cross Cutting Topics

- Economic development: workforce, jobs, businesses
- Community development: housing, culture, non-profit capacity
- Civic life: open spaces and mobility
- Stewardship: maintenance of place over time

CRA Value Proposition

- Available Funding
- Experience and Ability
- Community Commitment
- Adaptability and Nimbleness



CRA Teams



CRA Projects



CRA Programs

EXTERNAL ACTIVITIES: DIVERSITY, EQUITY, AND INCLUSION

Strategies

1. Publicly share CRA goals for diversity, equity, and inclusion (DEI)
2. Incorporate equity lens into procurement policies
3. Measure outcomes and progress on DEI goals
4. Build BIPOC participation in project definition, partnerships, and decision-making



CRA Initiatives and Partnerships

EXTERNAL ACTIVITIES: CURRENT 2021

REAL ESTATE TRANSACTIONS

- Acquisition/Disposition
- Negotiation & Finance
- Design/Construction Coord.
- Leasing

PLACEMAKING (New)

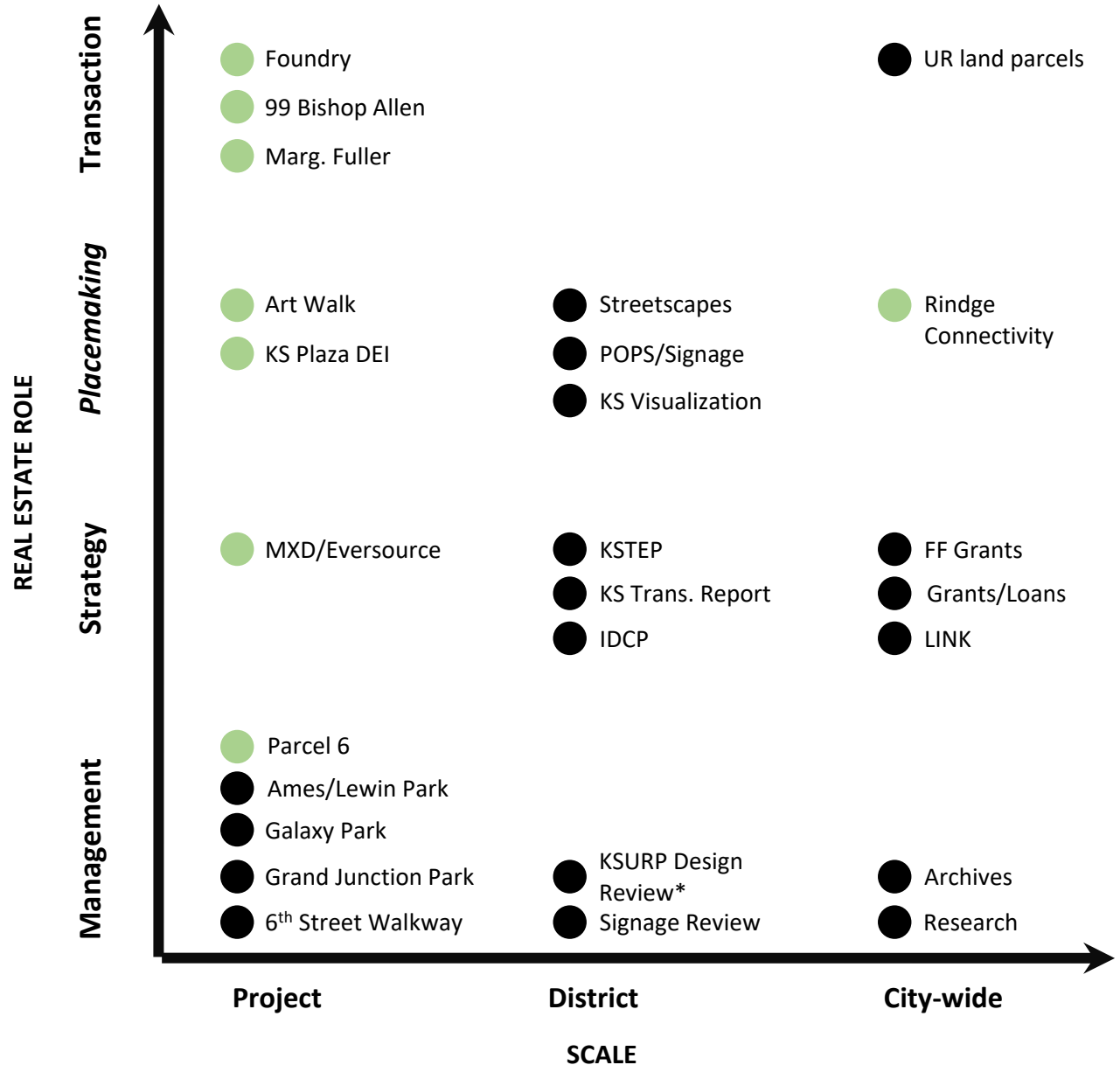
- Program Development
- Site Planning
- Design/Construction Coord.

STRATEGY

- Policies
- Community Initiatives
- Community Investment
- Collaboration

MANAGEMENT

- Property Management
- Open Space Programming
- Regulatory Oversight



● Current Initiatives, 2021

● Ongoing Initiatives

* 325 Main Street, 145 Broadway, 75 Ames Expansion, 255 Main Street Retail Activation, Marriott Walkway, Broad Discovery Center, 135 Broadway, Residence Inn¹⁵

EXTERNAL ACTIVITIES: FUTURE INITIATIVES?

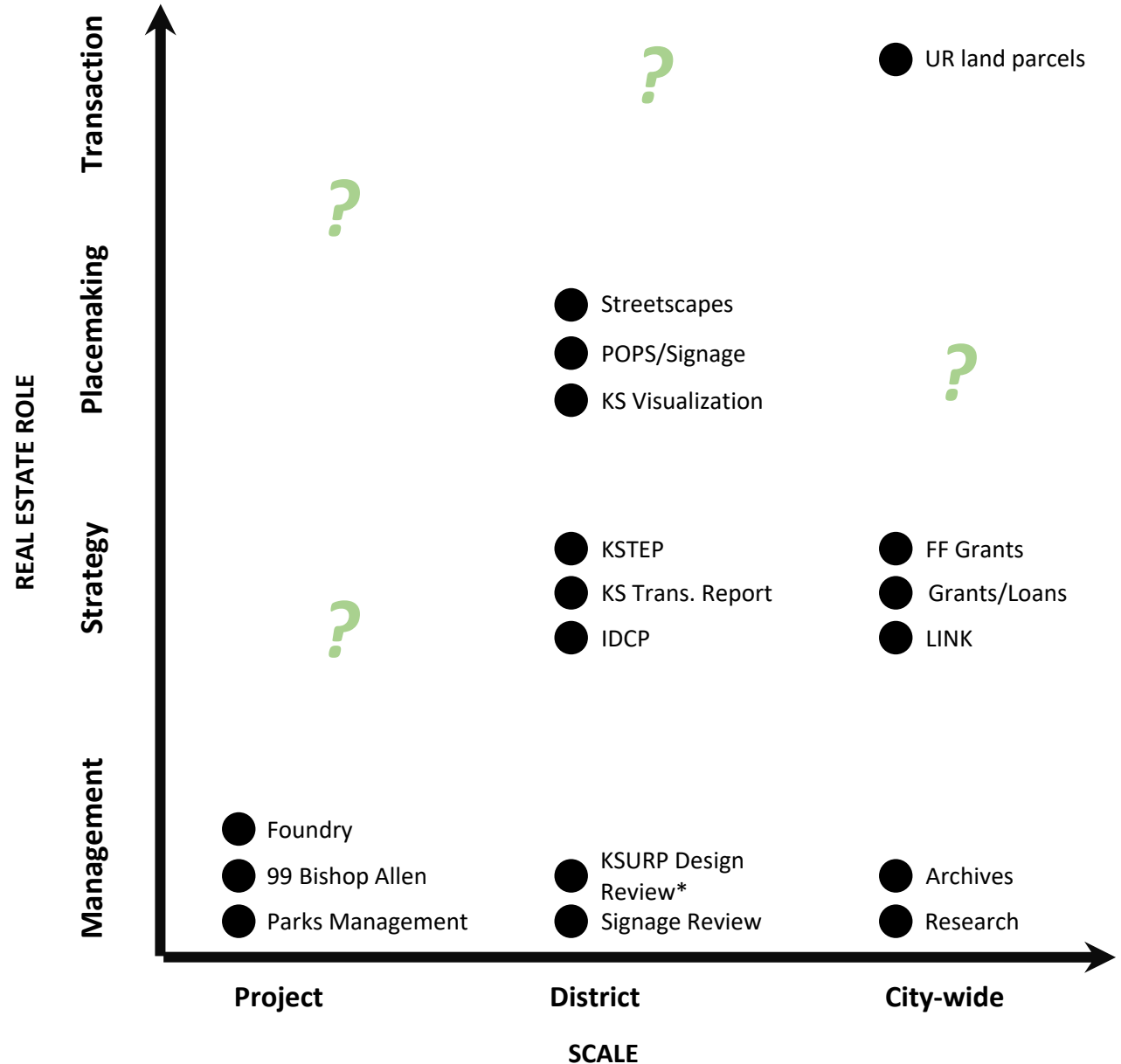
Questions:

1. What is the pipeline?
2. How do we work with partners to develop opportunities into projects?
3. What is the process to identify, screen, and pursue new projects?

Topics for Potential Projects

- Preservation of cultural spaces
- Settlement house investments
- Brownfield remediation
- Additional grant/loan programs
- Workforce programs
- Workplace investments
- Civic spaces
- Mobility investments
- Below market rate condos

● *Ongoing Initiatives*




EXTERNAL ACTIVITIES: STRATEGIC ADVISORY BOARD

Purpose

- Broaden access to diverse voices, different perspectives, various areas of expertise
- Inform Strategic Plan and its implementation
- Increase our knowledge of community needs and serve as sounding board

Logistics

- Advertise widely
- Advisory to Executive Director
- Temporary body: Fall 2021 to Fall 2022
- 4 to 6 meetings
- 9 to 11 members
- Re-evaluate status in one year



The Cambridge Redevelopment Authority is seeking volunteers for a Strategic Advisory Group!

If you live or work in Cambridge, we encourage you to apply! We envision a Strategic Advisory Group that is representative of the wide diversity of people and places in Cambridge.

About the Role
The Strategic Advisory Group will advise the CRA on issues related to the Strategic Plan and its implementation and will help support the CRA's relationship with the Cambridge community so that our work is equitable, responds to local needs, and reaches a diverse population.

About the CRA
The CRA works in the public trust to bring a human dimension to development, improving the quality of life for residents, businesses, employees, and visitors. Our goal is to balance economic vibrancy, housing, and open space to create sustainable communities through new and revitalized development. We believe that diversity, equity, and inclusion make us stronger as individuals, organizations, and a society. We are committed to implementing imaginative, creative initiatives to achieve social equity and a balanced economic ecosystem. Information about the CRA, its Strategic Plan, and ongoing projects may be found at our website: www.cambridgeredevelopment.org.


What We Are Looking For
We are seeking people who are able to work in a team and who can consider policies, projects, and other proposed efforts through an equity lens for the benefit of the entire Cambridge community. Preferred candidates will bring at least one of the following (*if you meet just one of the items below, you are encouraged to apply*):

- Leadership in, or deep connection with, communities whose voices are lesser heard in Cambridge public spaces
- Leadership or wide experience in Cambridge's nonprofit community, small business community, and/or affordable housing communities
- Personal or professional knowledge or experience in community development, urban planning, municipal or state government, fiscal management, transportation, and/or real estate development

Meetings may be public and are anticipated to occur quarterly, although more frequent meetings may be warranted at times. We anticipate that meetings may be in person in the near future, although Advisory Group members may continue to attend via zoom as needed.

First page of notice for applicants to the CRA Strategic Advisory Group

PROJECT/PROGRAM INITIATION REPORT



CAMBRIDGE
REDEVELOPMENT
AUTHORITY

CRA PROJECT/PROGRAM INITIATION REPORT	
Board Meeting Date: Click or tap to enter a date.	Project Manager: Click or tap here to enter text.
Project Name: Click or tap here to enter text.	Project Address: Click or tap here to enter text.
Primary Partner: Click or tap here to enter text.	Other Partners: Click or tap here to enter text.
Project Summary (50 words) Click or tap here to enter text.	

PROJECT/PROGRAM INFORMATION

Existing Condition
Click or tap here to enter text.

Proposed Condition
Click or tap here to enter text.

Program Description (if applicable)
Click or tap here to enter text.

Site Description and Suitability
Click or tap here to enter text.

Site Control (Ownership)
Click or tap here to enter text.

Zoning and Other Public Approvals
Click or tap here to enter text.

Environmental Issues
Click or tap here to enter text.

Community Process and Municipal Support
Click or tap here to enter text.

CRA MISSION / PRINCIPLES ANALYSIS	
<input type="checkbox"/> Advances diversity, equity, and inclusion	<input type="checkbox"/> Facilitates infrastructure investment
<input type="checkbox"/> Advances environmental sustainability	<input type="checkbox"/> Integrates mix of uses and/or open space
<input type="checkbox"/> Serves the public interest	<input type="checkbox"/> Works with City and/or other partners

July 8, 2021 – Draft 1

Purpose and Logistics

- Due diligence /analysis prior to launching a project
- Document project information, alignment with CRA mission, project feasibility (sources and uses of funds, needed resources, partner capacity, etc.), and findings
- Summary memo/report to Board for discussion and/or budget approval

FINDINGS
<input type="checkbox"/> This project fits the CRA Mission.
<input type="checkbox"/> The CRA has financial capacity for this project.
<input type="checkbox"/> The CRA has staff availability and expertise.
<input type="checkbox"/> The partner is a responsible entity.
<input type="checkbox"/> The City is aware of and supports this project.
<input type="checkbox"/> This project has a reasonable expectation of success.
<input type="checkbox"/> This project should move forward to the next steps outlined above.

This project will require a budget allocation of \$ _____ to proceed for the next _____ months.

Project Number: # _____

July 8, 2021 – Draft 3

2. INTERNAL OPERATIONS

INTERNAL OPERATIONS

What operating processes will help us achieve our mission?

Preliminary Findings:

1. Staffing:

- Clarify roles and simplify reporting
- Add key staff members to fill out team

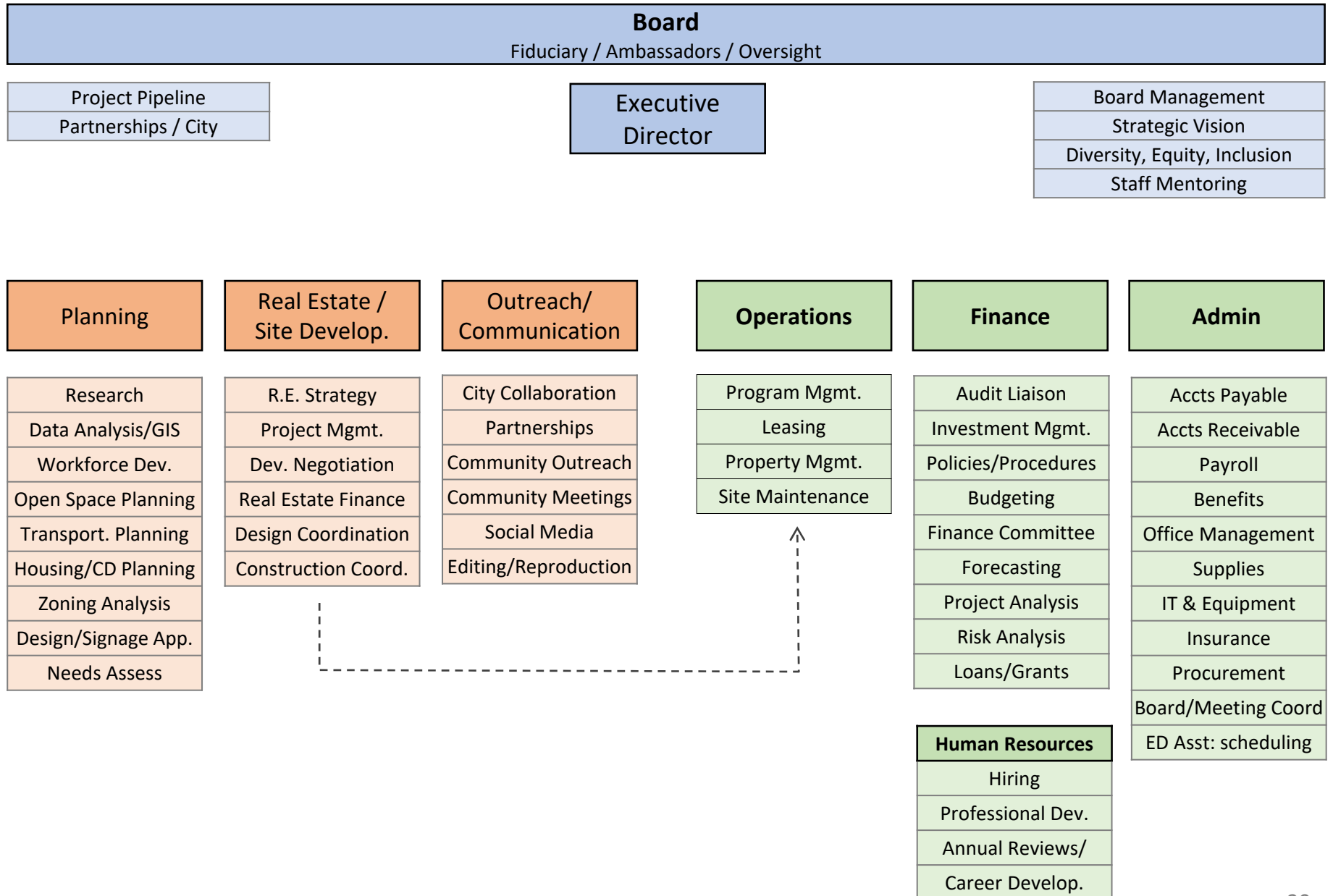
2. Policies:

- Add diversity, equity, and inclusion lens to CRA policies
- Update and add policies in key areas

3. Software:

- Implement tool to manage and streamline the contract management and review processes
- Implement tool to manage CRA relationships and contact database (public, vendors, grantees, etc.)
- Replace Quickbooks with a more robust financial system (*see more under Financial Considerations*)

INTERNAL OPERATIONS: CURRENT EXPERTISE AND FUNCTIONS



INTERNAL OPERATIONS: CURRENT EXPERTISE AND FUNCTIONS

Project Management Skills

- Schedules
- Budgets
- Contracts/Legal
- Team Coordination
- Professional Services Management
 - Legal
 - Architecture
 - Urban Design
 - Landscape Architecture
 - Engineering
 - Real Estate
 - Cost Estimating
 - Signage
 - Appraiser

Operations and Finance Vendor Management

- Property Management/Site Maintenance
- Audit
- Accounting
- Human Resources
- Technology
- Equipment



Foundry Construction Site Tour

INTERNAL OPERATIONS: POLICIES

Existing Policies

- BY-LAWS (1.16.13)
- Internal Controls Policy (12.16.20)
- MXD District Signage Review (2.13.19)
- Procurement Policy (10.18.17)
- Deaccession Policy (1.17.17)
- OPEB Trust Fund Document (9.13.17)

Existing Policies being Updated

- Employee Handbook / Personnel Policy (1.15.14)
- Investment Policy (5.15.19)

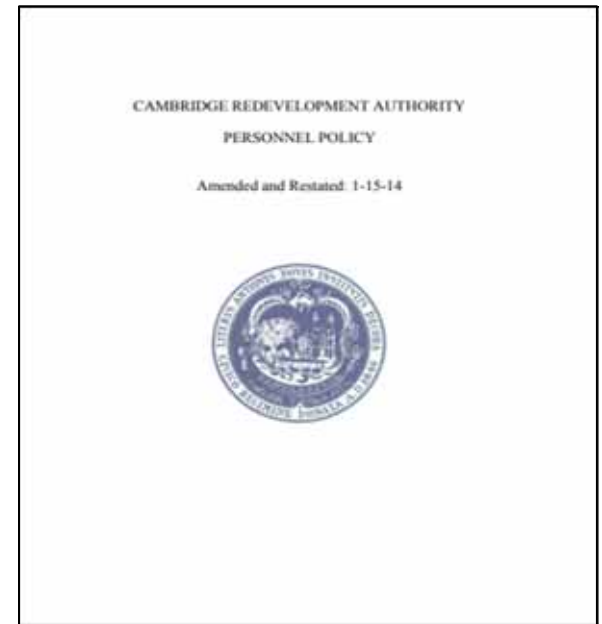
Guidelines

- Outreach Guidelines

Further integrate DEI lens in all policies

Policies to be Drafted

- Property Management
- Asset Management
- Social Media
- Written Information Security Program (WISP)



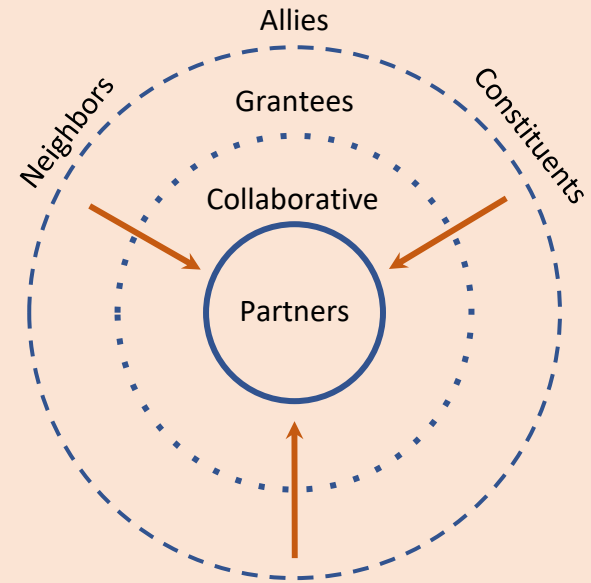
3. OUTREACH AND LEARNING

Preliminary Findings:

1. Nurture and build partner relationships
2. Strengthen and deepen community engagement, especially related to DEI
3. Incorporate and build on previous community input to minimize community fatigue
4. Strengthen storytelling to convey scope and potential of CRA work
5. Foster professional development to expand and deepen expertise; use joint trainings to build teamwork

OUTREACH AND LEARNING

How can we continue to learn from the community and stay abreast of innovative practices?



Partner Relationship Diagram



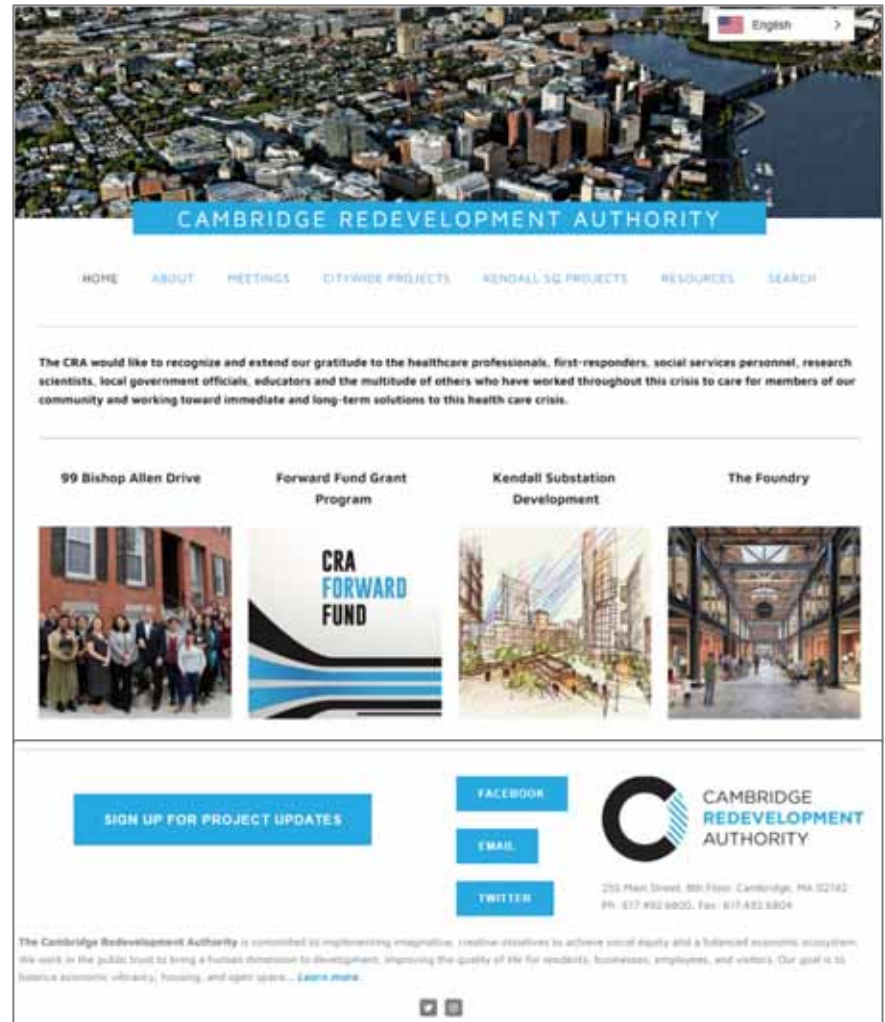
Workshop with Mayor's Summer Youth Employment Program staff

OUTREACH AND LEARNING: OUTREACH AND COMMUNICATION

Outreach + Communications Strategy

- **Storytelling:** themes + graphic design + narrative
- **Audience:** dialogue with residents, small businesses, non-profit/civic, corporations/large employers, City, professional community
- **Timing:** schedule of annual, monthly, and weekly communications + key milestones
- **Placement:** website, website news, blogs, email blasts, twitter, Instagram, LinkedIn, Facebook, Co-Urbanize
- **Roles:** coordinator, participation from all staff, supported by professional strategy advice

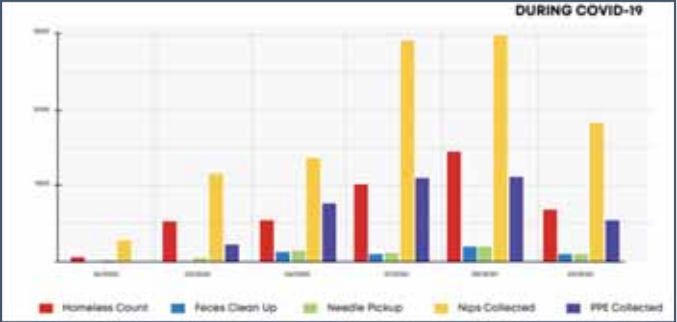
The communications strategy intersects with CRA transparency and the development of new opportunities with community partners.



OUTREACH AND LEARNING: OUTREACH AND COMMUNICATION

Examples of storytelling

- People-focused
- Community spotlights
- Cool things happening
- Staff team
- Staff at work
- Partnerships
- Data



The Central Square BID and the Cambridge Community Foundation provide good examples of narrative storytelling.

<https://centralsq.org/media/pages/blog/end-of-year-report/3779853871-1606765324/csbid-annual-report-2020.pdf>;
<https://cambridgecf.org/flipbook/AnnualReport2020/index.html?page=1>

4. FINANCIAL CONSIDERATIONS

Preliminary Findings

1. Update financial system

- Track lines of business: loans, property management, licensing agreements, real estate development, office operations, grants
- Provide regular project management reporting
- Develop integrated accounting system: human resources, procurement, and project management

2. **Amend budget:** allow Project Start-Up Funds to invest in due diligence and build pipeline

3. **Develop investment policy:** create endowment for property management and grant making operations

4. **Optimize capital structure:** maximize impact, using debt and other financial tools to maximize impact of CRA investments

FINANCIAL CONSIDERATIONS

What endeavors will sustain our financial independence?

CRA unique financial structure

- “Lumpy” budget from year to year
- Income from real estate development agreements
- Some years with high surpluses
- Some years with deficit
- Community investment entails significant cash outflow without returns

FINANCIAL CONSIDERATIONS

Planning Considerations

- **KSURP:** expires in 2035
- **Ongoing obligations:** Foundry, FAC, Bishop Allen, open spaces, retirement funds
- **Asset growth:** \$20 to \$40 million from BP, Eversource
- **Cross subsidy:** Assets could finance other work
- **High Liquidity:** Few assets tied up in land or loans

TYPES OF PROJECTS		
Spend Down	Neutral Revenue	Revenue Generating
Open Space	Foundry Operations	KSURP Development Agreements
Mobility Studies	Loans?	CRA Real Estate Projects?
Forward Fund/Grants		
Foundry Investment		

Financial Strategy Scenarios

1. **Dragon:** Hoard cash
2. **Winnie the Pooh:** Eat everything now
3. **Squirrel:** Plan ahead, save nuts
4. **Beaver:** Always working, growing assets

Strategy Question: *Should we do many small projects to disperse our impact **OR** focus on a few large initiatives given total resources?*



NEXT STEPS

1. Interview Board members
2. Update vision and mission with Board
3. Discuss financial scenarios with Board
4. Initiate Strategic Advisory Group, if approved
5. Draft preliminary Strategic Plan report
6. Continue to refine internal operations
7. Outreach to strategic partners



MEMORANDUM

To: CRA Board

From: Erica Schwarz

Date: July 14, 2021

Re: 99 Bishop Allen Drive Project Update: Timeline, Budget Tracking and Leases

GENERAL UPDATE

Work underway in July for the renovation of 99 Bishop Allen Drive includes insertion of new window lintels, installation of roof sheathing, installation of air and vapor barriers at window openings and dormers, removal of the severely degraded chimneys and related roof infill, lateral bracing of interior brick openings, installation of door frames, completion of rough in for plumbing, electrical, and duct work and related inspections, and sprinkler pipe installation.

CRA staff are working with the project architect STA to finalize furniture selections for the building's shared kitchenettes. Furniture that was used in the building's former shared meeting room will be repurposed for use in the building's new shared meeting rooms.

The roof solar installation is being carried out as a separate project that will occur after the current renovations are completed. On behalf of the CRA, Resonant Energy has advanced a solar installer selection process. It is expected that the recommended selection will come to the Board for approval in September. In the meanwhile Resonant will be submitting a Reservation Application to the Massachusetts SMART program to ensure the solar project is included in the current incentive block; the SMART financial incentive level is scheduled to drop later this year.

The CRA's property manager for the building, TSNE MissionWorks, is now in conversation now with all tenants regarding final lease language. CRA staff have re-engaged the STV move manager to start planning for tenants' return to the building this fall.

PROJECT TIMELINE

It has been known that the delayed delivery of the elevator – and in particular its mechanics – would cause a delay in the project's end date. That delivery timeline has now been confirmed, which enables the CRA and our general contractor, GVW, to finalize a new project end date. The original project completion date in our contract with GVW was September 13, 2021. The new project completion date is November 8, 2021. There will be no fee assessed by GVW for their extended hours under this later date. If the project does not have its certificate of occupancy by this date, GVW will owe the CRA a \$2,500 per day liquidated damages fee.

Leases with the building's nonprofit tenants were intended to start on October 1, 2021. They will now start on November 15, 2021. All tenants can accommodate the new date. Tenants who are now in swing spaces will retain the use of those spaces until that date.

CHANGE ORDERS 5 AND 6 & CONTINGENCY OVERVIEW

Change Order 5 adds electrical replacement scope and additional fire alarm work. Architects STA's original analysis of the existing electrical system led them to design a new system that assumed the reuse of some components of the current infrastructure. Once walls and ceilings were opened up, it became clear that it was not safe to reuse any of the current infrastructure. The CRA's Owner's Project Manager, STV, negotiated on the CRA's behalf with our general contractor, GVW, regarding the cost of the additional required scope, which is now set at \$57,000 and makes up the bulk of Change Order 5. Additionally, there was ongoing review of the fire alarm costs underway when we present Change Order 4 for the Board vote at its June meeting. Thus to resolve this, CRA staff propose adding \$9,000 to Change Order 5, which would bring its total to \$66,000 for the electrical sub-contractor.

Several other items will make up a future Change Order 6, which will be under the \$25,000 threshold requiring a board vote. Change Order 6 is anticipated to include the following additions related to the elevator replacement:

- A second elevator crane pick to expedite elevator installation
- Abatement of asbestos related to the elevator penthouse, which is being removed

Change Order 6 will also include a credit:

- For scope change along Essex Street to remove a low retaining wall and planting area in order to maintain the existing condition and extend the sidewalk paving up to the building. This saves construction cost, maintenance costs, and protects the stone foundation from potential water seepage.

Staff anticipate other items for future change orders, for which scope and/or cost are being analyzed:

- Concrete form wall in rear courtyard where the new egress ramp causes the stone foundation to be exposed. The concrete form will protect this area from water seepage.
- Installation of helical and/or other ties to secure the building's brick façade to the next layer of masonry that makes up the building's structure. The center area of masonry facing Bishop Allen Drive has been found to be leaning away from the building, with a gap of two inches in some areas. The existing metal stars on the façade are a tie installed in the past to address this issue. However, project engineers have found those ties to be insufficient.

- Change in roofing scope. The new roof must be sloped in order to drain properly. The tapered insulation intended to create the slope is not available. The recommended alternative is to use pressure treated lumber to create the slope, and use non-tapered insulation. There is a small additional cost for a carpenter; a shift in cost due to the change in material is as yet unknown.
- Supplemental work required by GVW to accommodate the elevator installation.

Taking into account Change Orders 1 – 5, and the value of known estimates to date for anticipated future change orders, the project retains a \$438,671 contingency, covering construction, design and engineering, and other soft costs. A chart attached to this memo provides more detail. It is anticipated that the project will conclude within its Board approved budget.

OIL TANK UPDATE AND FURTHER PROPOSED ACTION

The oil tank removal was completed on June 22nd by Green Site services, with Haley and Aldrich providing monitoring, testing, and reporting as required under state law. The tank was much larger than anticipated, and heavier, as it had partially been filled with concrete.

Testing conducted in the field at the time of removal showed soil contamination levels below the threshold required for reporting. However, a certified test conducted after the fact showed reportable levels of both volatile petroleum hydrocarbons, a carbon range C9-C10 aromatic hydrocarbon, and of polycyclic aromatic hydrocarbon compound 2-methylnaphthalene, the latter of which is a common fuel oil constituent.

Given these contamination levels, Haley and Aldrich will conduct the required reporting to the Commonwealth of Massachusetts. Haley and Aldrich has also provided a proposal for installing a groundwater sampling well to test the impact of the contamination on groundwater, which also must be reported if it exceeds certain thresholds. CRA staff are now working with STV and Haley and Aldrich to identify the full scope required to resolve the contamination. In the meanwhile, the CRA staff seek to amend the current testing and monitoring contract with Haley and Aldrich to accommodate their recent \$5,500 proposal for installation of a well.

LEASING

CRA staff have worked closely with TSNE MissionWorks, our property manager for this building, to finalize lease language and to finalize language for building policies. The lease language was vetted by our attorneys and both documents are now before our tenants.

The lease template with building policies is attached to this memo. On behalf of the CRA, TSNE negotiated rents and other terms with our tenants earlier in 2021, when tenants signed term sheets that were intended to translate into final leases. Based on those negotiations, the total income expected during the initial year of operations after construction is approximately \$640,000. Total annual expenses are expected to total approximately \$530,000 including mortgage payments to

MassDevelopment. Rents and tenants' share of operating expenses are scheduled to increase marginally each year to ensure coverage of costs. Net income will be allocated for capital and operating reserves. This building has not had a capital reserve, resulting in serious degradation over time that is being corrected by current renovations. Developing a capital reserve is essential for maintaining and repairing the building appropriately over future decades.

MOTIONS

Motion: Authorizing the Executive Director and Chair to amend the contract with Haley & Aldrich for a not to exceed total amount of eleven thousand and two hundred dollars (\$11,200), including the current fee proposal of five thousand and five hundred dollars (\$5,500), for the installation and testing of a groundwater monitoring well.

Motion: Authorizing the Executive Director and Chair to approve Change Order Number Five for the Bishop Allen Renovation Project for an additional sixty-six thousand dollars (\$66,000) to perform additional electrical systems upgrades.

Motion: Authorizing the Chair to enter into new office lease agreements with the current tenants of 99 Bishop Allen Drive in the format substantially presented to the Board for terms ranging from three to five years and variable rent rates depending on floor.

EXHIBITS

Exhibit A: Letter from STV regarding value of fire alarm change order

Exhibit B: Project Budget, Change Order, and Contingency Summary

Exhibit C: Haley and Aldrich Memo Regarding Further Testing around Removed Oil Tank

Exhibit D: Tenant Lease Template

July 1, 2021

Kathleen L. Born, Chair
Cambridge Redevelopment Authority
255 Main Street, 8th Floor
Cambridge, MA 02142

Re: 99 Bishop Allen Dr Renovation Project – June Change Order Revision

Ms. Born,

At the June 16th, 2021 CRA Board meeting, the board approved a motion to authorize a change order for the above referenced project regarding a change to the fire alarm scope. As described in the board memo at the time, this change was driven by deficiencies found during demolition of walls and ceilings include cables not properly secured above ceilings, tangled cables, and splices not properly enclosed in junction boxes. The initial change request from the contractor came in at \$97,426.77. Through subsequent negotiations, the final change order total is \$76,480.91. Due to the nature of the work and the need to expedite an approval, the Board was presented the best information at the time, however the final change order represents an additional \$9,000 over what was approved by the board at the June meeting.

I would be happy to review the process of the negotiations and the various revisions resulting in the current change order total.

Please advise with any questions or concerns.

Respectfully,

Tim MacKay, AIA
Senior Project Manager
STV-DPM
timothy.mackay@stvinc.com
508-439-9020

EXHIBIT B

99 BISHOP ALLEN PROJECT BUDGET

7-14-21 Update

	JANUARY 2021 (Board Approved)	JULY 2021*
Construction	\$8,724,576	\$9,076,658
Soft Costs	\$1,516,349	\$1,543,866
Contingencies (construction and owner/soft costs)	\$974,075	\$594,476
Solar Installation	\$85,000	\$85,000
Total Project Budget	\$11,300,000	\$11,300,000
Cambridge CPA grant	-\$330,000	-\$330,000
Eversource Rebates		-\$16,519
CRA Expenditure	\$10,970,000	\$10,953,481

* July's construction figure includes the values of Change Orders 1 - 5

Change Orders To Date		
Change Order #	Items Covered	Cost
1	Elevator	\$120,356
2	Historic Windows, Plywood Subfloor, Flood Barrier Credit	\$81,131
3	Caulking Abatement, Electrical Study, Sewer Pipe credit, Doors	\$17,114
4	Fire Alarm	\$67,481
5	Electrical, Fire Alarm Additional Value	\$66,000
Total to Date:		\$352,082

Additional Expected Draws on Contingencies:	
Estimate of Known Future Change Orders	\$155,805
Oil Tank Remediation (not to exceed value)	\$11,200
Swing Space & Storage Costs For Later End Date	\$5,199
Contingencies Remaining:	\$422,272

Expected Change Orders/Contingency Draws Without Cost Estimates To Date:
Internal Foundation Waterproofing
Bishop Allen Brick Façade Tie In
Other smaller credits and additions being defined/negotiated

EXHIBIT C

Haley and Aldrich Memo Regarding Further Testing around Removed Oil Tank

(provided under separate cover)

EXHIBIT D

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “**Lease**”) as of _____, 2021 by and between The Cambridge Redevelopment Authority, a public body politic and corporate organized under Chapter 121B of the General Laws of the Commonwealth of Massachusetts (“**Landlord**”) and _____ (“**Tenant**”).

BASIC LEASE TERMS

Reference in the Lease to any of the terms listed below shall be deemed to incorporate and be a reference to the data set forth below.

a. Address of Premises:	99 Bishop Allen Drive Cambridge, Massachusetts 02139
b. Landlord:	The Cambridge Redevelopment Authority, a public body politic and corporate organized under Chapter 121B of the General Laws of the Commonwealth of Massachusetts
c. Landlord’s Address:	255 Main Street, 8th Floor Cambridge, MA 02142
d. Tenant:	
e. Tenant’s Address:	99 Bishop Allen Drive Cambridge, Massachusetts 02139
f. Building:	The building (the “ Building ”) located at 99 Bishop Allen Drive, Cambridge, Massachusetts 02139 (the “ Lot ”) as more particularly described on Exhibit A attached hereto and made a part hereof.
g. Premises:	Agreed to be ____ gross square feet of rentable floor area located on the ____ floor of the Building and shown on Exhibit B attached hereto and made a part hereof.
h. Proportionate Share:	Tenant’s share of total building square footage is determined to be XX%.
i. Term:	The period commencing upon substantial completion of the Building renovations, estimated to be ____ (the “ Commencement Date ”) and expiring ____ (the “ Expiration Date ”) subject to adjustment as further set forth herein.
j. Rent Commencement	Commencement Date, as evidenced by a certificate of

Date:	occupancy for the Premises.																																							
k. Base Rent:	<table border="1"> <thead> <tr> <th>Period</th> <th>Monthly Installment</th> <th>Annual Rent</th> <th>per square foot of Rentable Floor Area</th> </tr> </thead> <tbody> <tr> <td>Lease Year 1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lease Year 2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lease Year 3</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lease Year 4</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Lease Year 5</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Period	Monthly Installment	Annual Rent	per square foot of Rentable Floor Area	Lease Year 1				Lease Year 2				Lease Year 3				Lease Year 4				Lease Year 5															
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Lease Year 5																																								
l. Base Year	The Base Year is calendar year 2022																																							
m. Lease Year:	Any twelve (12) month period during the Term of the Lease commencing as of the Rent Commencement Date, or as of any anniversary of the Rent Commencement Date.																																							
n. Security Deposit:	Equal to base rent monthly installment for Year 1 as defined in section k, in the form of cash: .																																							
o. Additional Charges:	As defined in Section 6, and to include: Proportional share of Increases in Operating and Maintenance Expenses after the Base Year, Proportionate share of Taxes, to the extent they are levied against Landlord, and Electrical Charge; and any other charges or amounts payable by Tenant under this Lease or its exhibits.																																							

1. PREMISES

Landlord hereby leases to Tenant, and Tenant leases from Landlord the Premises, for the Term, the Rent, and subject to the conditions and covenants hereinafter provided. The Premises are leased together with and subject to the right to use in common with others, the walkways adjacent to the Building, the entranceways and corridors necessary for access to the Premises, common lavatories on all floors of the Building, common kitchenettes and lounges on all floors of the Building, and the other common areas in the office portion of the Building; provided, however, the common areas of the Building expressly exclude portions of the Building exclusively leased to other tenants. Tenant shall not have the right to use the parking area on the Lot, unless specified in a separate parking agreement. Subject to Landlord’s then current policies regarding reservations and fees, Tenant shall have reasonable use of Landlord’s conference room facilities.

2. **TERM**

The term of this Lease shall commence on the Commencement Date and shall expire at 5:00 P.M. on the Expiration Date unless sooner terminated as provided herein. The Commencement Date shall occur on the date that Landlord causes substantial completion of the Building Renovations (as defined below) to be achieved, including renovations to and build out of the Premises, which shall be evidenced by the issuance of a certificate of occupancy by the City of Cambridge building department. The Building renovations are estimated to be completed by November 15, 2021 (the “**Estimated Commencement Date**”). If the renovations to the Premises have not been completed by the Estimated Commencement Date, Landlord shall have no liability to Tenant, but the Commencement Date shall be deferred (and all other dates set forth herein shall be adjusted) until the renovations have been completed and a certificate of occupancy issued for Premises. Tenant has the option to extend this lease as per Exhibit D.

3. **USE**

Tenant may use the Premises only for general and administrative offices and uses customarily incidental thereto in accordance with its charitable non-profit purposes pursuant to Section 501(c)3 of the Federal Tax Code. Tenant shall be required to maintain its tax-exempt status throughout the Term of the Lease, and Tenant shall be obligated to deliver a copy of its annual filing with the Commonwealth of Massachusetts Attorney General’s Office evidencing such status during each Lease year. Tenant shall deliver a copy of its IRS determination letter to Landlord upon execution of this Lease.

4. **CONDITION OF PREMISES; BUILDING RENOVATIONS; TEMPORARY SPACE**

Tenant acknowledges that Landlord is currently undertaking a full renovation and rehabilitation of the Building, including the Premises (the “**Building Renovations**”). Landlord shall complete the Building Renovations and deliver the premises to Tenant fully demised as set forth on Exhibit B attached hereto. Notwithstanding anything to the contrary herein contained, Tenant shall otherwise take the Premises “as-is”, with all mechanical, electrical and HVAC in good working order upon the Lease Commencement Date and without any warranty or representation by Landlord as to the condition of the Premises or the Building. Tenant agrees and acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the condition of all or any portion of the Premises or the Building, and/or the suitability of the Premises or the Building for the conduct of Tenant’s business, and Tenant waives any implied warranty that the Premises or the Building are suitable for Tenant’s uses. This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes any and all prior representations, inducements, promises, agreements, understandings and negotiations which are not contained herein. Landlord in executing this Lease does so in reliance upon Tenant’s representations, warranties, acknowledgments and agreements contained herein.

5. **BASE RENT**

(a) Commencing on the Rent Commencement Date, Tenant shall pay to Landlord Base Rent for the Premises at the rates set forth in Basic Lease Terms in advance on the first day of every calendar month of the Term. Base Rent will be prorated for portions of a calendar month at the beginning or end of said Term.

6. **ADDITIONAL CHARGES**

(a) All charges other than Base Rent are hereinafter collectively referred to as “**Additional Charges**”.

(b) Tenant shall be responsible for its Proportionate Share of Landlord’s costs to operate, manage, insure, clean and maintain the Building and Premises and its appurtenances (“**Operating and Maintenance Expenses**”). Tenant’s proportionate share shall be determined by dividing the square footage of the Premises by the square footage of the Building (“**Proportionate Share**”), and Tenant shall be responsible for its proportionate share of increases in the total Operating and Maintenance Expenses incurred after the Base Year (calendar year 2022). Landlord shall be entitled to prepare an estimate of the annual Operating and Maintenance Expenses for the Building and Premises and bill Tenant one-twelfth of such amount on a monthly basis along with Base Rent. Landlord shall prepare an annual reconciliation of such estimated amounts within ninety (90) days after each calendar year and shall credit or collect any overage or uncollected amounts from Tenant. Tenant shall also be responsible for any direct additional services requested by Tenant (e.g. additional cleaning and janitorial services, light bulb replacement).

(c) Tenant shall be responsible for its Proportionate Share of total electrical usage in the Building. Throughout the Term, Tenant shall pay to Landlord within thirty (30) days after receipt by Tenant from Landlord documentation of Tenant’s Proportionate Share of the cost of the electricity used in the Premises or Building as applicable determined according to the rates charged Landlord by the public utility (the “**Electricity Charge**”) and the same shall be deemed an Additional Charge that makes up part of the Total Rent. Landlord shall, upon written request of Tenant, from time to time, provide Tenant with copies of the invoices from the public utility. If the Premises shall at any time be separately metered, Tenant shall pay all charges for electricity to the Premises directly to the utility company on or prior to their due date, and Tenant shall cease to pay Electricity Rent to Landlord.

(d) Because of Landlord’s ownership of the Building and uses conducted by non-profit tenants within the Building, the Building may be exempt from Taxes (as hereinafter defined). In the event that the City of Cambridge shall assess Taxes as a result of Tenant’s occupancy, Tenant shall pay all Taxes assessed solely as a result of Tenant’s use of the Premises. So long as Tenant’s occupancy does not trigger any real estate taxes, Tenant shall have no obligation to pay real estate taxes during the Lease Term. If the Building is assessed as a whole, Tenant shall be responsible for its proportionate Share of Taxes. For purposes of this Lease, “**Taxes**” shall include, but not

be limited to all taxes assessed and levied against the Lot and the Building, including all real estate taxes, betterments assessments (special or general, ordinary or extraordinary), water and sewer taxes, and any other charges made by a public authority which upon assessment or upon failure of payment becomes a lien upon the Building or the personal liability of Landlord. In the event Landlord is required to pay to any taxing authority any amount as sales taxes, gross receipt taxes, or any tax of like nature specifically measured as a percentage of, or fraction of, or other factors based upon the rent payable under this Lease (whether in lieu of, or in addition to, real estate taxes) then such amounts shall be treated as real estate taxes hereunder.

7. **TOTAL RENT**

(a) The annual Base Rent and Additional Charges as set forth in this Lease are collectively herein called the “**Total Rent**”. Total Rent shall be equitably prorated with respect to any partial month at the beginning or end of the Term.

(b) Landlord will provide Tenant with a monthly invoice reflecting Total Rent Due. Total Rent shall be paid in legal tender to Landlord via check or ACH electronic transfer, without demand, the same being hereby waived, and shall be paid without any set-off or deduction whatsoever. In the event that any payment of Total Rent is not received within ten (10) days after its due date, such payment shall be subject to a late fee equal to two percent (2%) of the amount due for each month or portion thereof during which the arrearage continues.

6. **SECURITY DEPOSIT**

Upon the execution of this Lease, Tenant shall pay to Landlord the Security Deposit, in the form of ACH electronic transfer or check (subject to collection), provided to the Landlord’s Address, to be held by Landlord as security for the full and faithful performance and observance by Tenant of all covenants and conditions on Tenant’s part to be performed and observed in accordance with this Lease and all extensions and renewals thereof. Landlord shall not have any obligation to segregate the Security Deposit. Tenant shall not mortgage, pledge, grant a security interest in, or otherwise encumber the Security Deposit. If Tenant defaults in respect to any of the terms, provisions, covenants and conditions of this Lease, including but not limited to payment of Rent, Landlord may, but shall not be required to, use, apply or retain the whole or any part of the Security Deposit for the payment of any Rent in default or for any other sum which Landlord may expend or be required to expend by reason of Tenant’s default, including any damages or deficiency in the re-letting of the Premises, whether such damages or deficiency accrue before or after summary proceedings or other re-entry by Landlord. Whenever and as often as the amount of the Security Deposit held by Landlord shall be diminished by Landlord’s application thereof, Tenant shall, upon demand of Landlord, deposit additional money with Landlord sufficient to restore the Security Deposit to its original amount. The application of the Security Deposit shall not

be a limitation on Landlord's damages in the event of Tenant's default, or liquidated damages, or Rent for the last month of the Term of this Lease. If Tenant shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant after the time fixed as the expiration of the original term hereof, or such term as extended or renewed, within sixty (60) days after the surrender of possession of the Premises to Landlord. Tenant shall not be entitled to any interest on the aforesaid Security Deposit.

7. SERVICES

(a) Subject to the Tenant paying the Rent, the Landlord shall provide the following services which shall be included in Operating and Maintenance Expenses, except as otherwise set forth herein:

(i) heat, ventilation and air conditioning ("**HVAC Service**") during HVAC Hours and within temperature ranges as normal seasonal changes may require. "**HVAC Hours**" shall be defined as Mondays-Fridays (other than Legal Holidays) during the hours between 8:00 a.m.- 6:00 p.m., and upon request made at least one business day in advance during Legal Holidays, weekends, and on weekdays in the early morning or evening. For the purposes hereof, "**Legal Holidays**" shall be defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

(ii) electricity for common area lighting and electricity to the Premises (including lighting, outlets and operation of the HVAC heat pumps servicing the Premises). Electricity usage is not included in the Operating and Maintenance Expense and will be charged as outlined in item 6 above.

(iii) access to water for ordinary drinking, cleaning, and use of lavatory and toilet facilities.

(iv) maintenance, repair and replacement of the roof, roofing system, exterior walls, structure, stairways and other interior common areas, heating, air conditioning and plumbing systems serving the Premises, provided, however, that any such maintenance or repairs made necessary by the fault, neglect, negligence or willful misconduct of the Tenant or the employees of the Tenant and visitors of the Tenant while inside the Premises shall be at the expense of the Tenant and Tenant shall pay all costs thereof to the extent not covered by insurance maintained by Landlord.

(v) snow removal from walkways around the Building entrance, courtyards, bike storage area, and the rear parking area.

(vi) office cleaning for the Premises and interior common areas of the Building. Common areas will be cleaned twice weekly. The Premises will have trash and recycling removed, and carpets vacuumed on a weekly basis, and the Tenant's dedicated kitchens cleaned twice weekly. If Tenant shall require additional cleaning, Landlord

shall furnish the same and Tenant shall pay Landlord, as Additional Charge, the cost of such additional cleaning.

(vii) 24 hour building access for the Premises. Tenant remains responsible for adopting procedures for the Premises that Tenant considers adequate to provide for Tenant's security of the same, and to the extent enforceable under applicable law Tenant assumes all responsibility for the protection of Tenant, its agents, employees, contractors and invitees and the property of Tenant and of Tenant's agents, employees, contractors and invitees from acts of third parties.

(viii) Building standard signage on the lobby directory and at entrance doors to the Premises on the second and third floors; in the event that Tenant wishes to modify any such signage, such modifications shall be at Tenant's sole cost and subject to the review and approval of Landlord in Landlord's sole, but reasonable, discretion. Tenant shall have the right to install additional signage on the entry to the Premises at Tenant's sole cost and subject to the review and approval of Landlord in Landlord's sole, but reasonable, discretion.

(c) It is understood that Landlord does not warrant that any of the services referred to above, or any other services which Landlord may supply, will be free from interruption, Tenant acknowledging that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said Building, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord (collectively, "**Force Majeure**"). Any such interruption or discontinuance of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Premises, or any part thereof, or render Landlord liable to Tenant for damages by abatement of rent or otherwise, or relieve Tenant from performance of Tenant's obligations under this Lease. Tenant shall give to Landlord prompt written notice of any damage to, or defective condition in any part or appurtenance of the Building's plumbing, electrical, or other systems serving, located in, or passing through the Premises.

8. **QUIET ENJOYMENT**

So long as the Tenant shall observe and perform the covenants and agreements binding on it hereunder, the Tenant shall at all times during the term herein granted peacefully and quietly have and enjoy possession of the Premises without any encumbrance or hindrance by, from or through the Landlord.

9. **CERTAIN RIGHTS RESERVED TO THE LANDLORD**

The Landlord reserves the following rights:

(a) To retain and use, at reasonable times and upon at least 24 hours oral notice, except in emergencies, keys to all doors within and into the Premises and to change the locks to the Premises if Landlord deems it advisable. If Landlord does change locks to the Premises, other than upon request of Tenant, Landlord shall, at its own

expense, provide keys to Tenant. No lock shall be changed by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed, provided that Landlord is given keys to the new lock(s).

(b) At reasonable times and upon reasonable prior notice to the Tenant, to exhibit the Premises to prospective tenants during the twelve (12) months prior to the Expiration Date, as same may be accelerated or extended, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a legitimate interest at any time during the term.

(c) At reasonable times and upon reasonable notice (except in an emergency when no such notice shall be required), to enter upon the Premises and exercise any and all of Landlord's rights, including any applicable maintenance and repair obligations, without being deemed guilty of any eviction or disturbance of Tenant's use or possession.

10. ESTOPPEL CERTIFICATE BY TENANT

Tenant shall at any time and from time to time upon not less than ten (10) business days' prior notice by Landlord to Tenant, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the Base Rent and other charges have been paid in advance, if any, stating whether or not Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default and such other facts as Landlord may reasonably request. Such statement delivered pursuant hereto may be relied upon by any interest of Landlord therein, including any mortgagee or any prospective assignee of any mortgage thereof. Time is of the essence in respect of any such requested certificate. Tenant hereby acknowledges the importance of such certificates in mortgage financing arrangements and other Landlord arrangements.

11. TENANT COVENANTS

Subject to the Landlord's maintenance and repair obligations contained herein, Tenant shall be deemed to acknowledge by entry thereupon that the Premises are then in good and satisfactory order, repair and condition, and that any further improvements to the Premises desired by Tenant and consented to by Landlord shall be made by Tenant at its expense. Tenant further covenants during the Term of this Lease and further time as the Tenant holds any part of said Premises:

(a) To pay, when due, all Rent and other charges set forth herein; all charges for telephone and other communication systems used at, and supplied to, the Premises, and other services or utilities not provided by Landlord.

(b) To keep said Premises (including any heat, air conditioning, plumbing, electrical systems installed by Tenant and exclusively serving and accessible from within the Premises) neat, clean, and presentable, and in as good order, repair and condition as at the commencement of said term, or as thereafter improved, damage by fire or

unavoidable casualty and reasonable use and wear excepted. At the termination of this Lease, Tenant shall peaceably yield up said Premises and all additions, alterations and improvements (except trade fixtures) thereto in as good order, repair and condition as at the commencement of the term, or as thereafter improved, normal wear and tear and damage by fire and other casualty excepted. In addition, Tenant shall leave the Premises broom clean and neat. Tenant shall replace at its expense, or ask Landlord to replace at Tenant's expense, any and all plate glass damaged or broken as a result of the fault, neglect, negligence or willful misconduct of Tenant or the employees, contractors, or agents of Tenant. All alterations, improvements or additions, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises shall upon installation become Landlord's property and shall remain upon the Premises at the termination of this Lease without compensation to Tenant (excepting only Tenant's movable furniture, trade fixtures, and business equipment) provided, however, that Landlord shall have the right to require Tenant to remove such alterations, improvements or additions, at Tenant's cost, upon the termination of this Lease as long as Landlord notified Tenant of such intent in writing at the time of the request to improve Premises and to repair any damage to the Premises resulting therefrom.

(c) Not to injure or deface said Premises or Building; not to permit on said Premises any nuisance, objectionable noise or odor; nor to permit the use of said Premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the Building or its contents or liable to render necessary any alterations or additions to the Building.

(d) Not to obstruct in any manner any portion of the Building or Lot not hereby demised or the sidewalks or approaches to said Building or any inside or outside windows or doors.

(e) Not to make any alterations or additions of a structural nature, nor to permit the making of any holes in any part of said Building, nor to place signs on the Building or nearby land or in the Premises and visible from outside the Premises except in compliance with Article 12.

(f) That the Landlord may enter the Premises at reasonable times to install, maintain, use, repair and replace pipes, ducts, wires, meters and any other equipment, machinery, apparatus and fixtures in said Premises to serve said Premises and serve other parts of said Building, provided that Tenant shall be given at least 24 hours advance oral notice of such entry, except in emergencies. Landlord shall use reasonable efforts to minimize interference with Tenant's business.

(g) To save Landlord, its agents and employees, harmless and exonerate, defend and indemnify Landlord, its agents and employees, from and against any and all claims, liabilities or penalties asserted by or on behalf of any person, firm, corporation or public authority arising from the Tenant's breach of the Lease or:

(i) On account of or based upon any injury to person, or loss of or damage to property, sustained or occurring on the Premises on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever (except to the extent the same is caused by Landlord, its agents, contractors or employees);

(ii) On account of or based upon any injury to person, or loss of or damage to property, sustained or occurring elsewhere (other than on the Premises) in or about the Building (and, in particular, without limiting the generality of the foregoing, on or about the elevators, stairways, public corridors, sidewalks, concourses, malls, galleries, approaches, areaways, roof, or other appurtenances and facilities used in connection with the Building or Premises) arising out of the use or occupancy of the Building or Premises by the Tenant, or by any person claiming by, through or under Tenant, or on account of or based upon the act, omission, fault, negligence or misconduct of Tenant, its agents, employees or contractors; and

(iii) On account of or based upon (including monies due on account of) any work or thing whatsoever done (other than by Landlord or its contractors, or agents or employees of either) on the Premises during the term of this Lease and during the period of time, if any, prior to the Commencement Date that Tenant may have been given access to the Premises.

Tenant's obligations under this clause (g) shall be insured under the Commercial General Liability Insurance required under clause (h) below; current certificates of insurance in respect thereof shall be provided by Tenant to Landlord upon Commencement Date.

(h) To keep in full force and effect at Tenant's sole cost the following insurance ("**Tenant's Insurance**"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and from time to time thereafter (but in no event more than once per year) such higher amounts, if procurable, as may be reasonably required by Landlord and are customarily carried by responsible tenants of comparable premises in the Greater Cambridge area; (b) Property Insurance written on an All Risk or Special Perils form, with coverage for broad form water damage including earthquake, sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises and any improvements or alterations in the Premises performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance in amounts required by applicable law; and (d) Employer's Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than A-VII. All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assignees), its members, beneficiaries, partners, officers, directors, employees, and agents. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least ten (10) days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide

Landlord with a certificate of insurance evidencing Tenant's Insurance prior to entry in the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance.

(i) To hold all property of Tenant, including fixtures, furniture, equipment and the like of the Tenant, or of any other owner situated at the Premises, at Tenant's own risk, and to pay when due all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned or placed in, upon or about said Premises by Tenant.

(j) To permit Landlord or its agents, upon at least 24 hours advance oral notice to Tenant, to examine the Premises at reasonable times and, if Landlord shall so elect, to make any repairs or additions Landlord may deem necessary and, at Tenant's expense to remove any structural alterations or additions not consented to in writing.

(k) To permit Landlord at reasonable times and upon reasonable notice, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to said Building or any part thereof, and during such operations to take into and through said Premises or any part of the Building all materials required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities, Landlord agreeing, however, that it will carry out such work in a manner which will cause Tenant minimum inconvenience.

(l) To pay to Landlord on demand any amount by which the premiums on any insurance carried by Landlord on the Building are higher because of the use made by Tenant of the Premises.

(m) To pay Landlord's expenses, including reasonable attorneys' fees, incurred in enforcing Tenant's obligations of this Lease which has not been complied with within the applicable cure periods provided herein.

(n) Not to permit any employee or subtenant of Tenant to violate any covenant or obligation of Tenant hereunder.

(o) Not to suffer or permit any lien of any nature or description to be placed against the Building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the Tenant to pay and remove the same within ten (10) days of receipt of notice of the filing thereof; this provision shall not be interpreted as meaning that the Tenant has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the Landlord's title or interest in the Building, the Premises, or any portion thereof.

(p) To keep the Premises equipped with all safety appliances required by law or any public authority because of the use made by the Tenant of the Premises.

(q) That the rights and remedies to which the Landlord may be entitled under the terms of this Lease are cumulative and are not intended to be exclusive of any other

rights or remedies to which the Landlord may be properly entitled in case of any breach by Tenant of any portion of this Lease.

(r) In case Landlord shall, without any default or negligence on its part, be made a party to any litigation commenced by or against Tenant or by or against any parties in possession of the Premises or any part thereof claiming under Tenant, to pay, as Additional Rent, all costs including, without implied limitation, reasonable counsel fees incurred by or imposed upon Landlord in connection with such litigation.

(s) All property damage insurance policies carried by either party covering the Premises or its contents shall expressly waive any right of recovery, claim or cause of action on the part of the insurer against the other party for loss or damage to Landlord or Tenant, as the case may be, which loss or damage is covered by such insurance. The parties hereto agree that their policies will include such waiver clause or endorsement so long as the same shall be obtainable without extra cost; or if extra cost shall be charged therefore, so long as the other party pays such extra cost. If extra cost shall be chargeable therefore, each party shall advise the other thereof and of the amount of the extra cost, and the other party, at its election, may pay the same, but shall not be obligated to do so. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that the recovery for such loss or damage is insured against under any insurance policy that either may have in force at the time of the loss or damage.

(t) Not to bring or permit to be brought or kept in or on the Premises or elsewhere in the Building (i) any inflammable, combustible or explosive fluid, material, chemical or substance including, without limitation, any hazardous substances (collectively, "Hazardous Materials") as defined under Massachusetts General Laws chapter 21E, the Federal Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §9601 et seq., as amended, under Section 3001 of the Federal Resource Conservation and Recovery Act of 1976, as amended, or under any regulation of any governmental authority regulating environmental or health matters (collectively, "Environmental Laws") (except for standard office supplies stored in proper containers), (ii) any materials, appliances or equipment (including, without limitation, materials, appliances and equipment selected by Tenant for the construction or other preparation of the Premises and furniture and carpeting) which pose any danger to life, safety or health or may cause damage, injury or death; (iii) any unique, unusually valuable, rare or exotic property, work of art or the like unless the same is fully insured under all-risk coverage, or (iv) any equipment or property of a delicate, fragile or vulnerable nature unless the same are housed, shielded and protected against harm and damage, whether by cleaning or maintenance personnel, radiations or emanations from other equipment now or hereafter installed in the Building, or otherwise. Nor shall Tenant cause or permit any potentially harmful air emissions, odors of cooking or other processes, or any unusual or other objectionable odors or emissions to emanate from or permeate the Premises.

(u) To abide by Landlord's rules and regulations [attached hereto as Exhibit C] and such other reasonable rules and regulations from time to time established by Landlord for the care and use of said Premises, the Lot, the Building, its facilities and approaches. Landlord shall not discriminate against Tenant in enforcement of such rules and regulations. Landlord shall not be liable to Tenant for violation of the same by any other tenant or occupant of the Building, or persons having business with them. In the event that there shall be any conflict between such rules and regulations and the provisions of this Lease, the provisions of this Lease shall control.

12. ALTERATIONS AND IMPROVEMENTS BY TENANT

(a) Tenant shall make no alterations, decorations, installations, removals, additions or improvements in, to or about the Premises without Landlord's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Tenant shall only make those alterations, decorations, installations, removals, additions or improvements which are (i) made in a good and workmanlike manner, in accordance with all applicable building and construction codes and which equal or exceed the specifications and quantities commonly used in other comparable office buildings in Cambridge, and (ii) made by contractors, subcontractors or mechanics reasonably approved by Landlord as being suitable and capable of completing the work. No installations or work shall be undertaken or begun by Tenant until: (x) Landlord has approved written plans and specifications and a time schedule for such work; (y) Tenant has made provision for either written waivers of liens from all contractors, laborers and suppliers of materials for such installations or work, the filing of lien bonds on behalf of such contractors, laborers and suppliers, or other appropriate protective measures approved by Landlord; and (z) if reasonably required by Landlord, Tenant has procured appropriate surety payment and performance bonds. During the course of construction of any improvements or work, Landlord may enter upon the Premises for purposes of inspecting the same. No amendments or additions to such plans and specifications shall be made without the prior written consent of Landlord. Landlord's consent and approval required under this Article shall not be unreasonably withheld. Landlord's approval is solely given for the benefit of Landlord and neither Tenant nor any third party shall have the right to rely upon Landlord's approval of Tenant's plans for any purpose whatsoever. Without limiting the foregoing, Tenant shall be responsible for all elements of the design of Tenant's plans (including, without limitation, compliance with law, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's plans shall in no event relieve Tenant of the responsibility for such design. Landlord shall have no liability or responsibility for any claim, injury or damage alleged to have been caused by the particular materials, whether building standard or non-building standard, appliances or equipment selected by Tenant in connection with any work performed by or on behalf of Tenant in the Premises including, without limitation, furniture, carpeting, copiers, laser printers, computers and refrigerators. Any such work, alterations, decorations, installations, removals, additions and improvements shall be done at Tenant's sole expense and at such times and in such manner as Landlord may

from time to time designate. If Tenant shall make any alterations, decorations, installations, removals, additions or improvements then Landlord may elect to require the Tenant at the expiration or sooner termination of the term of this Lease to restore the Premises to substantially the same condition as existed at the Commencement Date. Landlord agrees to make such election at the time that Landlord approves Tenant's plans for any such alterations, etc. Tenant shall pay, as an additional charge, the entire increase in real estate taxes on the Building which shall, at any time prior to or after the Commencement Date, result from or be attributable to any alteration, addition or improvement to the Premises made by or for the account of Tenant in excess of the in excess of the Building standard level of specifications. At the time of request to Landlord to make any changes, Landlord shall notify Tenant in writing if such changes will need to be restored at the end of the Lease Term.

(b) Whenever Tenant shall make any alterations, decorations, installations, removals, additions or improvements in or to the Premises, whether such work be done prior to or after the Commencement Date, Tenant will strictly observe the following covenants and agreements:

(i) Tenant will use best efforts either directly or indirectly, to not use any contractors and/or materials if their use will create any difficulty, whether in the nature of a labor dispute or otherwise, with other contractors and/or labor engaged by Tenant or Landlord or others in the construction, maintenance and/or operation of the Building or any part thereof, and if such contractors shall create any such difficulty, at Landlord's request, Tenant shall bar such contractors from the Building. Tenant is encouraged by Landlord to support women owned and/or Black Indigenous People of Color (BIPOC) owned businesses through its selection of contractors and purchase of materials.

(ii) In no event shall any material or equipment be incorporated in or added to the Premises, so as to become a fixture or otherwise a part of the Building, in connection with any such alteration, decoration, installation, addition or improvement which is subject to any lien, charge, mortgage or other encumbrance of any kind whatsoever or is subject to any security interest or any form of title retention agreement. Any mechanic's lien filed against the Premises or the Building for work claimed to have been done for, or materials claimed to have been furnished to, Tenant shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense by filing the bond required by law or otherwise. If Tenant fails so to discharge any lien, Landlord may do so at Tenant's expense and Tenant shall reimburse Landlord for any expense or cost incurred by Landlord in so doing within fifteen (15) days after rendition of a bill therefor.

(iii) All installations or work done by Tenant shall be at its own expense and shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having jurisdiction thereof; (ii) orders, rules and regulations of any Board of Fire Underwriters, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus; and (iii) plans and specifications prepared by and at the expense of Tenant theretofore submitted to and approved by Landlord.

(iv) Tenant shall procure all necessary permits before undertaking any work in the Premises; do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and defend, save harmless, exonerate and indemnify Landlord and Landlord's managing agent from all injury, loss or damage to any person or property occasioned by or growing out of such work. Tenant shall cause contractors employed by Tenant to carry Worker's Compensation Insurance in accordance with statutory requirements, Automobile Liability Insurance and, naming Landlord and Landlord's managing agent as additional insureds, Commercial General Liability Insurance covering such contractors on or about the Premises in such reasonable amounts as Landlord shall require and to submit certificates evidencing such coverage to Landlord prior to the commencement of such work.

(v) Upon completion of all such work, Tenant shall furnish Landlord with: (1) full and final waivers of lien from Tenant's general contractor, subcontractors and material suppliers, (2) one set of "as-built" plans of such work, (3) a copy of Tenant's certificate of occupancy for the Premises, and (4) a certification of Tenant's architect that the work have been installed in a good and workmanlike manner in accordance with the

approved plans, and in accordance with applicable laws, codes and ordinances. In no event will Tenant be required to pay Landlord any oversight fees related to work completed within their Premises; provided, however, if any work shall be completed outside normal Building hours, Tenant shall pay the cost (at current rates) for Landlord's facilities representative as set forth in the Tenant Construction Rules and Regulations.

13. HOLDING OVER

If Tenant retains possession of the Premises or any part thereof after the termination of the term, the Tenant shall pay Landlord Rent at the greater of (i) one hundred and fifty percent (150%) of the monthly rate specified in the Basic Lease Terms during the first thirty (30) days of holdover, and two hundred percent (200%) of the monthly rate specified in the Basic Lease Terms thereafter, or (ii) the then fair market rental value of the Premises, plus in each case Additional Rent for the time Tenant thus remains in possession and, in addition thereto, shall pay the Landlord for all damages, consequential as well as direct, sustained by reason of Tenant's retention of possession. The provisions of this Article do not exclude the Landlord's rights of re-entry or any other right hereunder.

14. ASSIGNMENT AND SUBLETTING

(a) Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, (1) assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it; (2) allow any transfer thereof or any lien upon Tenant's interest by operation of law; (3) sublet the Premises or any part thereof to any entity, or (4) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant. It shall not be unreasonable for Landlord to withhold such consent if Landlord determines that the mission or purpose of the proposed subtenant, assignee or occupant is in conflict with that of Landlord as determined by Landlord in its sole discretion. In the event that Landlord consents to a sublease or assignment to a person or entity that causes the Premises to be subject to the payment of Taxes, Tenant shall be responsible for the timely payment of all such Taxes. Tenant will be required to provide a copy of any current sublease permitted under this Article to Landlord.

(b) Any sale or transfer after the date hereof, whether to one or more persons or entities and whether at one or more different times, of a total of more than fifty (50%) percent of the equity of any corporation or other entity which is then the legal tenant under this Lease shall be deemed an assignment of this Lease within the meaning of this Section.

(c) It is further agreed that the Tenant shall not charge a per square foot rent under any sublease permitted under this Article that is greater than the per square foot rent the Tenant is charged for its Premises under this lease, and that any total fees payable to the Tenant under any sublease permitted under this Article shall not be higher than the Total Rent being paid by Tenant to Landlord.

15. SUBORDINATION

Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage placed in the future upon the Building by Landlord and, if required by the mortgagee, to agree not to prepay Rent more than thirty (30) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, not to amend, modify or cancel this Lease without mortgagee's written consent and that any attempted cancellation, surrender or amendment of this Lease shall be voidable by the mortgagee at mortgagee's sole option and to attorn to mortgagee following an event of default by Landlord, provided that the mortgagee enters into an agreement with Tenant by the terms of which such mortgagee agrees not to disturb the Tenant in its possession of the Premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said mortgagee through foreclosure proceedings or otherwise, to accept Tenant as tenant of the Premises under the terms and conditions of this Lease. Tenant further agrees to recognize such mortgagee or any other person acquiring title to the Premises as having the rights of the Landlord and to attorn to said mortgagee or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions. Tenant agrees to recognize any entity designated in writing by mortgagee as its Administrative Agent with all powers and for all purposes which mortgagee has as set forth herein.

16. CASUALTY DAMAGE AND EMINENT DOMAIN

If the Premises, the Building, or any substantial part of either, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or unavoidable casualty or by action of any public or other authority, or shall suffer any direct consequential damage for which Landlord and Tenant, or either of them, shall be entitled to compensation by reason of anything done in pursuance of any public or other authority during this Lease or any extension thereof, then this Lease shall terminate at the election of Landlord which election may be made whether or not Landlord's entire interest has been divested; and if Landlord shall not so elect, then in case of such taking, destruction or damage rendering the Premises unfit for use and occupation, Landlord shall, within a reasonable time commensurate with the nature and extent of the injury, cause the Premises to be put in proper condition for use and occupation, and a just proportion of said Rent according to the nature and extent of the injury shall be abated until the Premises, or in the case of a partial taking what may remain thereof, shall have been put in proper condition for use and occupation, provided that if the damage was caused by Tenant, there shall be no abatement of Rent unless Landlord shall have received insurance proceeds to cover such Rent abatement. Landlord reserves and excepts all rights to damages to said Premises and Building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, Tenant grants to Landlord all Tenant's rights to such damages (except for damages with respect to Tenant's relocation expenses, loss of business or loss of its personal property) and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time reasonably request. Landlord shall give Tenant notice of its decision to terminate this

Lease or restore said Premises within ninety (90) days after any occurrence giving rise to Landlord's right to so terminate or restore. If Landlord elects to restore the Premises, Landlord shall provide an estimate of the time required to complete the restoration. Notwithstanding anything to the contrary, Landlord's obligation to put the Premises or the Building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to Landlord for such use. Notwithstanding anything herein to the contrary, if (a) the Premises are not expected to be restored within three hundred sixty-five (365) days after the date of damage or taking (as reasonably determined by the Landlord) or for whatever reason are not restored within three hundred sixty-five (365) days of the date of the damage or taking; (b) the damage occurs within the last twelve (12) months of the Term hereof; or (c) with respect to any taking, if such a portion of the Premises is taken as would materially affect Tenant's use of the Premises, then Tenant may terminate this Lease, provided, however, Tenant shall have no right to terminate this Lease if the fire or other casualty is caused by Tenant or its agents, employees or contractors.

17. COMPLIANCE WITH LAW

(a) Tenant shall comply, at Tenant's sole expense, with all laws if such compliance is necessitated by reason of (i) Tenant's use of the Premises, or (ii) improvements or other work done by or on behalf of Tenant in or about the Premises. If Tenant fails to comply with such laws within a reasonable period of time after receiving written notice thereof from Landlord, Landlord may elect (but shall have no obligation) to perform such compliance work and Tenant shall pay as Additional Rent the reasonable cost thereof within twenty (20) days of receipt of a bill therefor.

(b) Notwithstanding any other provision of this Lease to the contrary, Tenant shall comply with The Americans with Disabilities Act, and all regulations and orders promulgated pursuant thereto, as well as any related state, county, and local laws, regulations, and building codes (collectively, the "ADA") as the same shall apply to the Premises because of Tenant's particular manner of use of the Premises (beyond customary administrative office use) or because of improvements or other work done by or on behalf of Tenant in or about the Premises. Tenant shall make all alterations to the Premises and the Building required by the ADA because of Tenant's particular manner of use of the Premises (beyond customary administrative office use) or improvements or other work done by or on behalf of Tenant in or about the Premises, and shall use and occupy the Premises at all times in compliance therewith. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims, losses or causes of action arising out of Tenant's failure to comply with the ADA as required above. Any alterations made by Tenant during the term of this Lease shall be in compliance with the ADA and all other requirements of this Lease. At Landlord's sole option, Landlord may (but shall not be obligated to) make any alterations to the Premises deemed necessary by Landlord to comply with the ADA and, to the extent such compliance was the responsibility of Tenant hereunder, Tenant shall reimburse Landlord for such costs, upon demand, as Additional Rent. No approval by Landlord of alterations made by Tenant shall constitute a warranty by Landlord that such alterations comply with the ADA. In

addition, Landlord does not warrant that the Premises, the Building, or common areas are in compliance with the ADA, however, Landlord shall be responsible for compliance with applicable laws and regulations pertaining to access by handicapped persons, including, but not limited to, the ADA, with respect to the exterior of the Building and other common areas of the Building unless the same is required because of Tenant's particular manner of use of the Premises (beyond customary administrative office use) or because of improvements or other work done by or on behalf of Tenant in or about the Premises. Landlord shall be responsible for ADA compliance in connection with the Building renovations.

18. TENANT DEFAULT

(a) If Tenant shall neglect or fail to make any payment of Rent when due and such failure continues for five (5) business days after written notice by Landlord (provided, however, if Landlord has delivered two (2) such notices within the previous twelve months, and Tenant subsequently fails to make any such payment, Landlord shall have no obligation to deliver a written notice upon a subsequent failure), or if Tenant shall fail to cure a default in the performance of any of the other of the Tenant's covenants within thirty (30) days after receipt of notice of such default by Landlord (provided, however, if Landlord has delivered two (2) such notices within the previous twelve months, and Tenant subsequently fails to perform the same or substantially similar term, condition, covenant or agreement of this Lease, Landlord shall have no obligation to deliver a written notice upon a subsequent failure), or if the Tenant, having commenced to cure a default within the thirty (30) day period which could not reasonably have been cured within said thirty (30) day period, shall fail to complete the curing of the default without unreasonable delay, or if the leasehold hereby created shall be taken on execution, or by other process of law, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's property, or if a Tenant commits any act of bankruptcy, (or if a petition is filed by Tenant under any bankruptcy, insolvency or other debtor relief law, or if a petition is filed against Tenant under any bankruptcy, insolvency or other debtor relief law and the same shall not be dismissed within sixty (60) days from the date upon which it is filed), then, and in any of said cases, Landlord lawfully may immediately or at any time thereafter take one or more of the following actions: (i) subject to applicable law, enter upon the Premises and repossess the same and expel Tenant and those claiming through or under Tenant and remove their effects without being deemed guilty of any manner of trespass and without prejudice to any rights or remedies which might otherwise be used for arrears of Rent or previous breach of covenant, and/or (ii) give written notice to Tenant specifying such event of default or events of default and stating that this Lease and the Term hereby demised shall expire and terminate on the date specified in such notice which shall be at least five (5) days after the giving of such notice, and upon such entry or upon the date specified in such notice, all rights of Tenant under this Lease shall terminate; and Tenant covenants that in case of such termination, Tenant shall forthwith pay to Landlord as damages a sum equal to the amount of the rent and other payments called for hereunder that exceeds the then-

fair market rental value of the Premises for the remainder of the original term and any exercised extension thereof.

Alternatively, Tenant, may during the remainder of the original Term and of any exercised extension thereof pay to Landlord on the last day of each calendar month the difference, if any, between the Rent which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any. In addition, Tenant agrees to pay to Landlord, as damages for any above described breach (1) the unamortized portion of any Rent abated hereunder, and (2) all costs of re-letting the Premises including real estate commission (applicable to the unexpired term hereof) and reasonable costs of renovating the Premises to suit the new tenant. In the event of any repossession of the Premises by Landlord prior to the end of the term hereunder, Landlord shall use commercially reasonable efforts to re-let the Premises in order to mitigate its damages; provided, however, Landlord shall not be obligated to relet the Premises (i) before it leases other available space in the Building, (ii) for a rental rate that is less than the then fair market rental rate for the Premises, (iii) to a prospective tenant who does not have the financial resources or experience to operate in the Premises; or (iv) for a use that is inconsistent with other uses in the Building.

(b) Without limiting any of Landlord's rights and remedies hereunder, and in addition to all other amounts Tenant is otherwise obligated to pay, it is expressly agreed that Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorney's fees incurred by Landlord in enforcing this Lease from and after Tenant's default.

(c) Any property of the Tenant not removed from the Premises by the Tenant after the end of the term or of the Tenant's right to possession of the Premises, however, terminated, shall be conclusively deemed to have been forever abandoned by the Tenant and either may be retained by Landlord as its property or may be disposed of in such manner as Landlord may see fit.

(d) Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain in proceedings for bankruptcy or insolvency an amount equal to the maximum allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

19. LANDLORD SELF-HELP

If Tenant shall at any time be in default in the performance of any of the obligations of Tenant under this Lease beyond applicable cure periods, the Landlord shall, at any time after ten (10) days' written notice to Tenant, have the right, but shall not be obligated, to enter upon the Premises and to perform such obligation(s) of the Tenant, including the payment of money and the performance of any other act, except that no notice shall be required in situations which, in the Landlord's judgment, are emergencies

requiring immediate action. All sums so paid or liabilities so incurred by the Landlord, and all necessary incidental costs and reasonable expenses in connection therewith, shall be deemed to be Additional Rent under this Lease and shall be payable to Landlord immediately upon demand. Landlord may exercise the options provided by this Section without waiving any claim for damages for breach of this Lease.

20. LIMITATION OF LIABILITY

Tenant agrees to look solely to Landlord's interest in the Building and to Landlord's liability insurance for recovery of any judgment from Landlord; it being agreed that neither Landlord nor any partner of Landlord shall be personally liable for any such judgment. The provision contained in the foregoing sentence shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord or any partner of Landlord. Landlord shall in no event ever be liable to Tenant for indirect or consequential damages. Except for damages pursuant to Section 13, Tenant shall in no event ever be liable to Landlord for indirect or consequential damages.

21. LANDLORD DEFAULT

The Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within thirty (30) days after receipt of written notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation or within such additional time as is reasonably required to correct any such default provided, that, Landlord shall have commenced cure within such thirty-day period and shall diligently prosecute completion of the same. Further, if the holder of a mortgage on the Building of which the Premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this Lease, Tenant shall not assert against such mortgagee any prior claim which Tenant may have against Landlord, but shall look solely to the Landlord for satisfaction of such prior claim.

22. WAIVER OF RIGHTS

No consent or waiver, express or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent, or waiver to or of any other breach of the same or other covenant, condition or duty.

23. NOTICES

Any notice, consent, request, bill, demand or statement relating to the terms in this lease document by either party to the other party shall be in writing and, if received at Landlord's or Tenant's address, shall be deemed to have been duly given when either delivered or served personally by certified mail, return receipt requested, deposited in the United States mail, or sent by reputable overnight delivery service, addressed to Landlord at its address as stated in the Basic Lease Terms and also shared via email to planning@CambridgeRedevelopment.org, and to Tenant at the Premises (or at Tenant's

address as stated in the Basic Lease Terms, if mailed prior to Tenant's occupancy of the Premises), with a copy to _____, or if any address for notices shall have been duly changed as hereinafter provided, if mailed as aforesaid to the party at such changed address. Either party may at any time change the address or specify an additional address for such notices, consents, requests, bills, demands or statements by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed or additional address, provided such changed or additional address is within the United States.

24. **SUCCESSORS AND ASSIGNS**

The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, except that the original Landlord named herein and each successive owner of the Premises shall be liable only for the obligations accruing during the period of its ownership. Whenever the Premises are owned by a corporation, a trustee or trustees or by a partnership, the obligations of Landlord shall not be binding personally upon any officer, director or shareholder of the corporation or upon any trustee, beneficiary or shareholder of the trust or upon any partner of the partnership.

25. **FINANCIAL STATEMENTS.**

Tenant, within fifteen (15) days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to determine Tenant's ability to fulfill its obligations under this Lease. Tenant shall not be required to provide such financial statement more than one (1) time in any twelve (12) month period, unless Tenant is in default of its obligations under the Lease or if such request by Landlord is in connection with a sale or refinancing of the Building. Such financial statements shall be treated as confidential and may be disclosed only (i) as required by court order, (ii) to prospective purchasers and lenders and to financial advisors, investment bankers, lawyers and accountants (together with Landlord, hereinafter referred to as "**Interested Party**") on a "need to know" basis only, provided that Landlord advises any such Interested Party that such information delivered to such Interested Party is subject to the confidentiality provisions of this Article 26, (iii) as may be required by applicable law, or (iv) in connection with litigation between the parties. Any such status statement or financial statement delivered by Tenant pursuant to this Article 26 may be relied upon by any Interested Party.

26. **MISCELLANEOUS**

(a) Tenant hereby acknowledges and agrees that the obligations of Tenant hereunder shall be separate and independent covenant and agreements, that rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Landlord and Tenant each acknowledges and agrees that the independent nature of the obligations of Tenant hereunder represent fair, reasonable and accepted commercial practice with respect to the type of property subject to this Lease, and that this agreement is the product of free and

informed negotiation during which both Landlord and Tenant were represented by counsel skilled in negotiating and drafting commercial leases in Massachusetts. Such acknowledgements, agreements and waivers by Tenant are a material inducement to Landlord entering into this Lease.

(b) Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that Tenant is not, and the entities or individuals constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not, (i) in violation of any laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tllsdn.pdf> or any replacement website or other replacement official publication of such list.

(c) If Tenant is more than one person or party, Tenant's obligations shall be joint and several. Unless repugnant to the context, "Landlord", and "Tenant" mean the person or persons, natural or corporate, named above as Landlord and Tenant respectively, and their respective heirs, executors, administrators, successors and permitted assigns.

(d) Landlord and Tenant agree that this Lease shall not be recordable, though a Notice of Lease reasonably acceptable to both Landlord and Tenant may be recorded in the event that the Term exceeds seven years.

(e) If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) No acceptance by Landlord of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy in this Lease provided.

(g) No oral statement or prior written matter relating to this Lease shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This Lease shall not be modified or canceled except by writing subscribed by all parties.

(h) This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts.

(i) The Headings herein contained are for convenience only, and shall not be considered a part of this Lease.

[signature page follows]

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed this Lease as of the day and year first above written.

LANDLORD:

CAMBRIDGE REDEVELOPMENT AUTHORITY

By: _____
Name: Kathleen L. Born
Title: Chair

By: _____
Name: Thomas Evans
Title: Executive Director

TENANT:

By: _____
Name:
Title:

Exhibit B

Premises

UNIQUE ATTACHMENT TO BE ADDED FOR EACH TENANT

Exhibit C

RULES AND REGULATIONS

1. Tenant shall not make any room-to-room canvas to solicit business from other tenants in the Building and shall not exhibit, sell or offer to sell, use, rent or exchange any item or services in or from the Premises unless ordinarily included within Tenant's use of the Premises as specified in the Lease.
2. Tenant shall not make any use of the Premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside or inside of the Building, other than the Premises, and then not on any part of the inside of the Premises which can be seen from outside the Premises, except as approved by Landlord in writing.
4. Tenant shall not use pictures of the Building in advertising or publicity.
5. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against glass partitions or doors or windows or adjacent to any open common space which would be unsightly from the Building corridors or from the exterior or the Building.
6. Bicycles should be locked on the bicycle racks provided outside the Building. Tenant's employees shall be allowed to bring bicycles inside the Building only after receiving written approval from the Landlord. If Tenant or its employees bring bicycles into the Building, they shall be stored in the Premises and not be left in any corridor, stairwell or other common area of the Building. Tenant shall be responsible for all damage to the Building (including, without limitation, damage to the elevators) caused by such bicycles.
7. Seeing Eye Dogs and other service animals as defined under the Americans with Disabilities Act shall be allowed in the building at all times. Other animals shall be allowed in the Premises or in the Building only after Tenant completes the Pet Policy form and receives written approval from the Landlord. Animals that are approved to be in the Building are to be kept within the Tenant's Premises and may only to be in common areas when entering or exiting the building, while accompanied by the Tenant. Tenant shall be responsible for all damage to the Building caused by their service animals or their other animals.
8. Tenant shall not disturb other tenants or make excessive noises, cause disturbances, create excessive vibrations, odors or noxious fumes or use or operate any electrical or electronic devices or other devices that emit excessive sound waves or are dangerous to

other tenants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, and shall not place or install any projections, antennae, aerials or similar devices outside of the Building or the Premises.

9. Tenant shall not waste electricity or water, shall cooperate fully with Landlord to assure the most effective operation of the Building's heating and air conditioning systems, and shall refrain from attempting to adjust any controls except for the thermostats within the Premises. Tenant will lower and close the blinds or drapes when necessary because of the sun's position, whenever the air conditioning system is in operation. Tenant shall keep all doors to the Premises closed. No space heaters of any kind shall be used within the premises.

10. Landlord shall furnish up to four (4) sets of keys for all doors to the Premises at the commencement of the Term. Tenant may request additional sets of keys from Landlord for a nominal charge. No additional locks, bolts or other closing or locking devices shall be placed upon any of the doors, windows, transoms or other openings by any Tenant without written permission from the Landlord. Tenant shall furnish Landlord with duplicate keys for any new or additional locks on doors installed by Tenant. When the Lease is terminated, Tenant shall deliver all keys to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the premises.

11. Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.

12. Tenant may install window coverings (including drapes, blinds, curtains, curtain rods or any other window covering that affixes to the wall, window frame, window sill, or directly on the glass) only after receiving written approval from the Landlord. Tenants may be asked to provide photos or other information regarding their proposed window covering.

13. All guests wishing to enter the Building must be allowed in by a Tenant who has affirmed their entry by using the Landlord installed door security system to allow access. Landlord shall have no responsibility or liability for any theft, robbery or other crime in the Building. Tenant shall assume full responsibility for protecting the Premises, including keeping all doors to the Premises locked after the close of business. Entry/Exit doors to the building are not allowed to be propped open.

14. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of business machines, safes, and heavy objects. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.

15. In no event shall Tenant bring into the Building inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or firearms or any other articles to an intrinsically dangerous nature.

16. Furniture, equipment and other large articles may be brought into the Building only at the time and in the manner designated by Landlord. Tenant shall furnish Landlord with a list of furniture, equipment and other large articles which are to be moved in or removed from the Building, and Landlord may require permits before allowing anything to be moved in or out of the Building. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant.

17. No person or contractor, unless approved in advance by Landlord, shall be employed by the Tenant to do janitorial work, interior window washing, cleaning, decorating or similar services in the Premises.

18. Tenant shall not use the Premises for lodging, cooking (except for use of microwave or toaster oven for reheating, and coffee makers) or manufacturing or selling any alcoholic beverages or for any illegal purposes.

19. Tenant shall cooperate and participate in all reasonable security programs affecting the Building.

20. Tenant shall not loiter, eat, drink, sit or lie in the entry ways or other public areas in the Building. Tenant shall not go onto the roof of the Building or any other non-public areas of the Building (except the Premises), and Landlord reserves all rights to control the public and non-public areas of the Building. In no event shall Tenant have access to any electrical, telephone, plumbing or other mechanical closets without Landlord's prior written consent.

22. Tenant shall not dispose of any foreign substances in the toilets, urinals, sinks or other washroom facilities, nor shall tenant permit such items to be used other than for their intended purposes; and tenant shall be liable for all damage as a result of a violation of this rule.

23. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or in any other part of the Building, nor shall Tenant permit its employees, invitees or guests to loiter at the Building entrances for the purpose of smoking.

24. Tenant shall review and adhere to the Building Handbook to be provided by Landlord by the Commencement Date, which will provide more details about proper occupancy of the Building, including how to make maintenance requests and reserve common meeting rooms.

25. The Landlord reserves the right to make other and further reasonable rules and regulations, as may be necessary for the safety, care, preservation and cleanliness of the Building and its efficient, economical operation, provided such rules and regulations shall be uniform and common to the whole Building.

Exhibit D

OPTION TO EXTEND

This Exhibit is attached to and made a part of the Lease by and between The Cambridge Redevelopment Authority (“Landlord”), and the Cambridge Camping, Inc. (“Tenant”) for space in the Building located at 99 Bishop Allen Drive, Cambridge, Massachusetts 02139.

1. Tenant shall have the option to extend the Initial Term (the “Option to Extend”) for a period of five (5) years (the “Extension Period”) on the terms set forth herein. Tenant may exercise the Option to Extend only with respect to the entire Premises. Tenant shall exercise the Option to Extend by giving Landlord notice of its election to do so not later than three (3) full calendar months, and not more than twelve (12) full calendar months, prior to the expiration of the Initial Term. If Tenant fails to give timely notice to Landlord of Tenant's exercise of its option to Extend, Tenant shall be deemed to have waived its Option to Extend hereunder.
2. Notwithstanding any contrary provision of this Lease, the Option to Extend and any exercise by Tenant thereof shall be void and of no effect unless on the date Tenant notifies Landlord that it is exercising the Option to Extend and on the date of commencement of the Extension Period (a) this Lease is in full force and effect, (b) Tenant is not then in default beyond any applicable cure periods of any of its obligations under this Lease, (c) no part of the Premises has been sublet or assigned other than with Landlord’s prior consent as required hereunder.
3. All of the terms, provisions, covenants and conditions of this Lease shall continue to apply during the Extension Period, except that the Basic Rent during each Lease year of the Extension Period (the “Extension Rent”) shall be determined based on the fair market rent for the Premises determined as of the commencement of the Extension Period (and not as of the time that the determination is being made) in accordance with the procedure set forth in section 4 below (the “Fair Market Rent”). The Extension Rent shall be determined prior to the commencement of the Extension Period.
4. The Fair Market Rent for the Extension Period shall be determined as follows: Within ten (10) days after Tenant notifies Landlord of its election to exercise the Option to Extend, Landlord shall give Tenant notice of Landlord's determination of the Fair Market Rent for the Extension Period. Within ten (10) days after Tenant receives Landlord's notice of Landlord's determination of the Fair Market Rent, Tenant shall notify Landlord of either (a) Tenant’s agreement with Landlord's determination of the Fair Market Rent or (b) Tenant's objection to Landlord's determination of the Fair Market Rent. If Tenant provides notice of objection, the Fair Market Rent shall be determined by arbitration conducted in the manner set forth below. If Tenant does not notify Landlord within such ten (10)-day period of Tenant's agreement or objection to Landlord's determination of the Fair Market Rent, the Option to Extend shall be deemed to be exercised, and the Fair Market Rent shall be deemed to be Landlord’s determination of Fair

Market Rent as set forth in the notice from the Landlord to Tenant described in this paragraph.

5. If Tenant notifies Landlord of Tenant's objection to Landlord's determination of Fair Market Rent under the preceding paragraph, such notice shall also set forth a request for arbitration and Tenant's appointment of a commercial real estate broker having at least ten (10) years' experience in the commercial leasing market in the City of Cambridge, Massachusetts (an "Arbitrator"). Within ten (10) days thereafter, Landlord shall by written notice to Tenant appoint a second Arbitrator. Each Arbitrator shall be advised to determine the Fair Market Rent within thirty (30) days after Landlord's appointment of the second Arbitrator. On or before the expiration of such thirty (30)-day period, the two Arbitrators shall confer to compare their respective determinations of the Fair Market Rent. If the difference between the amounts so determined by the two arbitrators is less than or equal to five percent (5%) of the lower of said amounts (the "Lower Amount"), then the final determination of the Fair Market Rent shall be equal to the average of said amounts. If the difference between said amounts is greater than five percent (5%) of the Lower Amount, then the two arbitrators shall have ten (10) days thereafter to appoint a third Arbitrator (the "Third Arbitrator"). The Third Arbitrator shall be instructed to determine the Fair Market Rent within thirty (30) days after its appointment. The decision of the Third Arbitrator as to the Fair Market Rent shall be final, whether or not such decision is agreed to by the other Arbitrators.

EXHIBIT E

Pet Request Form
(Sample)

**99 BISHOP ALLEN DRIVE
BRING YOUR DOG TO WORK AUTHORIZATION & RELEASE FORM**

GENERAL:

Employee Name	Company Name	Location	Date(s)	Phone

DOG DESCRIPTION:

Name	Breed	Weight	Age

MEDICAL INFORMATION:

The owner of the dog agrees to maintain copies of all pertinent pet medical information and agrees to the following minimum requirements.

- All vaccinations are complete and current.
- Parasite control is being done on a routine basis and the animal is free of ticks and fleas.
- The dog has no recent history (6 months) of infection or ringworm.

GUIDELINES:

The owner of the dog agrees to observe the following guidelines. Authorization is granted at the sole discretion of the Cambridge Redevelopment Authority and can be revoked at any time.

- If you bring a dog to the workplace, you will be deemed the owner of the dog, whether or not you are technically the legal owner.
- Pets must be confined to the pet owner's suite and must not be allowed to roam free.
- Pets must not be left unattended on patios or balconies.
- Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier.
- Owner will be solely responsible for all clean-up inside and outside the building.

- Owner must keep a supply of plastic bags (or other solutions) with ties at all times and is responsible for the appropriate disposal of dog waste in designated areas only.
- Owner will immediately clean up any accidents or messes using appropriate clean-up and disinfectant measures.
- Owner will be responsible for any damage caused by their pet. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
- Owner will not bring to work a dog that has not been fully house trained.
- Owner will make sure that all co-workers are amenable to having a pet in the office.
- Owner will not bring a dog to work that is ill or behaving abnormally and will remove the dog from the premises if it becomes ill while on the property.
- Owner will not bring a dog to work that has bitten or is aggressive, destructive, or excessively vocal.
- No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make noise continuously and/or incessantly for a period of 5 minutes or more
 - c. Pets in common areas who are not under the complete physical control of a responsible companion.
 - d. Pets who relieve themselves on walls or floors of common areas.
 - e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - f. Pets who are conspicuously unclean or parasite infested.
- Owner has sole responsibility for care of the dog while on the property.
- Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their suite. Furthermore, nothing herein shall hinder full access to the suite and the common areas by individuals with disabilities.

WAIVER OF LIABILITY:

In consideration of being permitted to bring ones dog to the work place, the dog owner does hereby unconditionally releases, indemnifies, waives, discharges and agrees to hold harmless Cambridge Redevelopment Authority's tenants, staff, vendors, contractors, invitees, or guests from any loss, damage, liability and expense, including court costs and attorney fees, that may be incurred as a result of injuries, including death to persons or dogs, or damage to property, directly or indirectly arising from the owner bringing having his/her dog at the work place Property, whether caused in whole or part by the negligence of other tenants, staff, vendors, contractors, or guests, or otherwise.

BY SIGNING THIS AUTHORIZATION AND RELEASE, THE DOG OWNER EXPRESSLY ACKNOWLEDGES AND REPRESENTS that he/she has carefully read the foregoing terms and conditions, understands the contents thereof and signs voluntarily; he/she is at least eighteen (18) years of age and fully competent; and executes this Authorization and Release intending that he/she, his/her spouse and family members, and his/her heirs, assigns and personal representatives if deceased, be legally bound by same.

Name

Date



HALEY & ALDRICH, INC.
465 Medford St.
Suite 2200
Boston, MA 02129
617.886.7400

6 July 2021
File No. 133815-006

Cambridge Redevelopment Authority
255 Main Street, 8th Floor
Cambridge, Massachusetts 02142

Attention: Thomas Evans
Executive Redevelopment Officer

Subject: Proposal for Underground Storage Tank (UST) Regulatory Closure
93-99 Bishop Allen Drive
Cambridge, Massachusetts 02139

Ladies and Gentlemen:

The underground storage tank (UST) discovered at the 93-99 Bishop Allen Drive property was removed on 21 June 2021. Haley & Aldrich, Inc. (Haley & Aldrich) observed the UST removal and collected soil samples from the bottom and side walls of the tank grave following removal for headspace screening and laboratory testing. Headspace readings were below the 100 parts per million by volume (ppmv) threshold for 72-hour reporting to MassDEP; however, the results of the soil testing indicate that we exceed applicable reportable concentrations of volatile petroleum hydrocarbons (VPH) carbon range C9-C10 aromatic hydrocarbons in the bottom sample obtained at a depth of 8 ft. Polycyclic aromatic hydrocarbon (PAH) compound 2-methylnaphthalene (a common fuel oil constituent) was also detected at reportable concentrations. Extractable petroleum hydrocarbon (EPH) carbon ranges are below applicable reportable concentrations. Side wall samples are clean.

The contamination levels in soil are low but reportable, which means that we can leave these levels in place and still achieve regulatory closure without conducting additional remedial activities. Given the depth of the excavation required to remove the UST and the proximity of the building foundations it is not feasible to remove additional soil. A polyethylene marker barrier was placed in the tank grave and the grave backfilled with material from the sides of the excavation.

We will need to check groundwater quality in the courtyard area to assess impacts on groundwater (if any) to achieve regulatory closure under the Massachusetts Contingency Plan (MCP). Conditions must be reported to MassDEP within 120 days to report the petroleum contamination in soil. During that time, we recommend the installation of a groundwater sampling well so that we can determine if groundwater is impacted. Additional soil samples will also be obtained below a depth of 8 ft to assess the extent of the soil contamination.

Scope and Costs

1. Plan and arrange for installation of one groundwater observation well screened from a depth of 5 to 15 ft. Develop the well and obtain one groundwater sample for EPH and VPH carbon ranges and analytes.
2. Collect two additional soil samples from a depth of 8 to 10 and 10 to 12 ft to assess vertical extent of soil impacts. Soil samples will also be analyzed for EPH and VPH carbon ranges and analytes.
3. Evaluate the data to determine if regulatory closure can be achieved or if additional sampling and testing is necessary to determine nature and extent of contamination. Provide recommendations and scope of work for regulatory closure.

Haley & Aldrich's scope of services and associated costs are summarized in the table below. The proposed well location is shown on the attached Figure.

Scope Item	Description	Type	Cost
1 and 2	Additional Sampling and Testing at former UST location	Time & Materials	\$5,500
TOTAL:			\$5,500

Notes & Assumptions:

1. Assumes that well installation will be conducted in one day.
2. Water sampling will be conducted 3 days following well development.

Schedule

It is planned to conduct this work within the next 30 days.

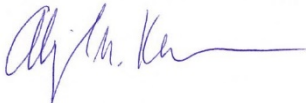
Authorization

Consulting services will be provided in accordance with our "Standard Terms and Conditions" dated 2020. Costs for time and materials consulting services will be charged per our Standard Fee Schedule, designated RS1 dated 2021. We understand that the Cambridge Redevelopment Authority (CRA) will issue a Consultant Services Agreement to be executed with this scope and Standard Terms and Conditions as attachments.

Closing

Thank you for inviting Haley & Aldrich to submit this proposal. We look forward to our association with you on the project. Should you have any questions regarding the proposal, please do not hesitate to contact us.

Sincerely yours,
HALEY & ALDRICH, INC.



Abigail N. Kerrigan
Project Manager



Keith E. Johnson, P.E. (RI), LSP
Technical Expert

C: Timothy MacKay STV

Attachments:
Standard Terms and Conditions, 2020
Standard Fee Schedule RS1, 2021

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1. **INTRODUCTION.** These Standard Terms and Conditions, together with the accompanying proposal and any attachments thereto ("Proposal"), constitute the Agreement between Haley & Aldrich, Inc., including its affiliates and subsidiaries ("Haley & Aldrich"), and the entity or person to whom the proposal is addressed ("Client") for the project at the project site ("Site") as may be referenced in the Proposal. Both parties agree that no third-party beneficiaries are intended by this Agreement, which is defined to include these Terms and Conditions and Haley & Aldrich's Proposal.
2. **HEADINGS.** The headings used in these terms and conditions are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions set forth herein.
3. **PERFORMANCE OF SERVICES.** Client agrees that Haley & Aldrich has been engaged to provide professional services only, and that Haley & Aldrich does not owe a fiduciary responsibility to Client. Haley & Aldrich's services will be performed 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 ("Standard of Care"). No warranty, expressed or implied, is included or intended by this Agreement.
4. **CLIENT RESPONSIBILITIES.** Except as otherwise agreed, Client will secure the approvals, Site access, permits, licenses, and consents necessary for performance of Haley & Aldrich's services under this Agreement. Client shall provide Haley & Aldrich with a plan delineating the boundaries of the Site and all documents, reports, surveys, plans, drawings, information concerning known or suspected Site conditions, above and below ground, information related to hazardous materials or other environmental or geotechnical conditions at the Site, utility information and other information that is reasonably foreseeable to be pertinent to Haley & Aldrich's services under this Agreement. If Client is not the owner of the Site, Client will make all reasonable attempts to obtain these same documents and provide them to Haley & Aldrich. Unless otherwise agreed to in writing by Haley & Aldrich, Haley & Aldrich shall be entitled to rely on documents and information Client provides.
5. **PAYMENT.** Invoices will generally be submitted monthly. Payment will be due within thirty (30) days of invoice date. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. In the event Haley & Aldrich must engage counsel to enforce overdue payments, Client will reimburse Haley & Aldrich for all attorney's fees and court costs.
6. **INSURANCE.** Haley & Aldrich will maintain: workers' compensation insurance as required under the laws of the state in which the services will be performed; commercial general liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, including death and property damage; automobile liability insurance with a combined single limit of \$1,000,000 per occurrence; professional liability insurance in the amount of \$1,000,000 per claim and in the aggregate; and contractor's pollution liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate.
7. **OWNERSHIP OF DOCUMENTS AND AUTHORIZED USE.** All documents and all processes created, prepared, or furnished under this Agreement by Haley & Aldrich are its instruments of service and all ownership and copyright rights of the same shall remain with Haley & Aldrich. Haley & Aldrich's instruments of service are prepared solely for Client and made available to Client only for the purpose set forth in the Proposal. Client may make and retain copies of Haley & Aldrich's instruments of service, opinions, or reports or otherwise related documents ("Instruments of Services") for the project at the Site. Any (1) reuse or modification of Haley & Aldrich's Instruments of Services without written verification or adaption by Haley & Aldrich for the specific purpose intended and/or (2) unauthorized use of, or reliance upon, Haley & Aldrich's Instruments of Services by any other party, or for any other project or purpose, except and unless Haley & Aldrich provides prior written authorization, shall be at Client's and/or any third party's sole risk and without any liability or legal exposure to Haley & Aldrich. Client shall indemnify, defend, and hold harmless Haley & Aldrich from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Client agrees that any such verification or adaptation of Haley & Aldrich's documents and processes shall entitle Haley & Aldrich to just and proper compensation.
8. **CONFIDENTIALITY.** Haley & Aldrich will hold confidential all business and technical information obtained or generated in performing of services under this Agreement. Haley & Aldrich will not disclose such information without Client's consent except to the extent required for: (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order, statute, law, or governmental directive; and/or (4) protection of Haley & Aldrich against claims or liabilities arising from the performance of services under this Agreement. Haley & Aldrich's obligations hereunder shall not apply to information in the public domain or lawfully obtained on a non-confidential basis from others.

9. SUSPENSION OF WORK AND TERMINATION. Client may, at any time, suspend further work by Haley & Aldrich or terminate this Agreement. Suspension or termination shall be by written notice effective three (3) business days after receipt by Haley & Aldrich. Client agrees to compensate Haley & Aldrich for all services performed and commitments made prior to the effective date of the suspension or termination, together with reimbursable expenses including those of subcontractors, subconsultants, and vendors. Client acknowledges that its failure to pay all invoices on time and in full, including accrued interest, may result in a suspension of services by Haley & Aldrich. In the event of a suspension of services due to Client's failure to pay all invoices on time and in full, Haley & Aldrich shall have no liability to Client for delay or damage to Client or others because of such suspension of services.
10. FORCE MAJEURE. Except for Client's obligation to pay for services rendered, 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, pandemics, 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.
11. SUBSURFACE RISKS. Client shall disclose to Haley & Aldrich any known or suspected subsurface conditions, below ground structures, and information related to hazardous materials or other environmental or geotechnical conditions at the Site. Client recognizes that inherent risks occur in the exploration and evaluation of subsurface conditions. Even with the information the Client provides to Haley & Aldrich and a comprehensive sampling, testing and exploration program performed in accordance with the Standard of Care, certain underlying conditions and/or structures may not be identified, and Client agrees to accept this level of risk. Client agrees to indemnify and hold Haley & Aldrich, and each of their subcontractors, consultants, officers, directors, and employees (Haley & Aldrich) harmless against any and all claims, losses, liabilities or damages, direct or consequential, related to interference with subterranean structures, or other such subsurface conditions, substances, or features that are not called to Haley & Aldrich's attention in writing, shown on documents provided by Client, or could not be reasonably detected by exercising the Standard of Care.
12. HAZARDS AND HAZARDOUS MATERIALS.
- 12.1 Disclosure of Hazards (Right to Know). Haley & Aldrich will take reasonable precautions for the health and safety of Haley & Aldrich's employees while at the Site. Client will obtain from Site owner, and others as applicable, and furnish to Haley & Aldrich, prior to Haley & Aldrich beginning services under this Agreement, all available information concerning Site conditions, including, but not limited to: subsurface conditions, oil, hazardous material, toxic mold and biological conditions, radioactive or asbestos material in, on or near the Site. If such a material or condition is discovered that had not been disclosed to Haley & Aldrich, then, upon notification, Client and Haley & Aldrich shall seek an equitable adjustment to be made to this Agreement. By authorizing Haley & Aldrich to proceed with the services, Client confirms that Haley & Aldrich has not created nor contributed to the presence of any hazardous substances at or near the Site. Client agrees to assume all liability and shall indemnify, defend and hold Haley & Aldrich harmless from any claims, losses, liabilities or damages arising out of (1) personal injury or death resulting from such hazardous material or condition and/or (2) a release of hazardous substances except to the extent the release was caused by Haley & Aldrich's gross negligence or willful misconduct in the performance of the services.
- 12.2 Hazardous Materials. Before any hazardous or contaminated materials are removed from the Site, Client shall sign manifests naming Client as the Generator of the waste (or, if Client is not the Generator, Client will arrange for the Generator to sign the manifest). Client shall select the treatment or disposal facility to which any waste is taken. Haley & Aldrich shall not be the Generator, Owner, Arranger, Operator, nor will it possess, take title to, or assume any legal liability for any hazardous or contaminated materials at or removed from the Site. Haley & Aldrich shall not have responsibility for or control of the Site or of operations or activities at the Site other than its own. Haley & Aldrich shall not undertake, arrange for or control the handling, treatment, storage, disposal, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the Site, other than laboratory samples it collects or tests (which shall be returned to Client for disposal). Client agrees to defend, indemnify and hold harmless Haley & Aldrich for any costs or liability incurred by Haley & Aldrich in defense of or in payment for any legal actions in which it is alleged that Haley & Aldrich is the Owner, Operator, Generator, Arranger, Treater, Storer or Disposer of hazardous waste. Capitalized terms used herein shall have the meanings assigned to them in RCRA and CERCLA.
13. DIFFERING SITE CONDITIONS. If, during the course of performance of this Agreement, conditions or circumstances are discovered, which were not contemplated or anticipated by Haley & Aldrich, or otherwise provided to Haley & Aldrich by the Client, at the commencement of this Agreement or which differ materially from those indicated in Haley & Aldrich's Proposal, Haley & Aldrich may notify Client in writing of the newly discovered conditions or circumstances, and Client and

Haley & Aldrich shall renegotiate, in good faith, the scope of work and terms and conditions of this Agreement. If amended terms and conditions cannot be agreed upon within thirty (30) days after notice, Haley & Aldrich may terminate this Agreement.

14. SAMPLES. Samples of soil, rock, water, waste, or other materials collected from the Site may be disposed of sixty (60) days from sampling date unless Client advises otherwise in writing or unless applicable law requires their retention. Haley & Aldrich will dispose of such samples with a qualified waste disposal contractor. Client shall pay all costs associated with the storage, transport, and disposal of samples, and agrees to indemnify, defend and hold Haley & Aldrich harmless for any liability arising therefrom. If samples must be stored by Haley & Aldrich for longer than sixty (60) days from sampling date, Client shall pay all associated storage costs. Client recognizes and agrees that Haley & Aldrich is a bailee and assumes neither title to said waste or samples nor any responsibility as generator of said waste or samples.
15. ENGINEERING/CONSULTING SERVICES DURING CONSTRUCTION. Haley & Aldrich shall not, during construction Site visits, shop drawing review, or as a result of observations of construction work, supervise, direct, or have control over any contractors' means, methods, work sequences or procedures of construction selected by contractors. Haley & Aldrich shall not be liable for any of contractors' work, safety precautions or programs incident to contractors' work. Haley & Aldrich shall not have any liability whatsoever for any failure of contractors to comply with any laws, rules, regulations, ordinances, codes or orders. Haley & Aldrich neither guarantees nor warrants the performance of any contractors' work and does not assume responsibility for any contractors' failure to furnish any labor, materials, equipment or related work in accordance with any agreement or contract documents.
16. ADDITIONAL SERVICES. Haley & Aldrich's compensation hereunder shall be subject to adjustment to recognize any increase in costs due to additional services requested or authorized by Client. Such additional services shall include, but not be limited to, additions in the manner or method of Haley & Aldrich's performance of Services or due to changes in schedule or circumstances not solely caused by or under the control of Haley & Aldrich. These additional services shall be verified in writing by the parties and performed on the basis of mutually agreed rates, or other such basis agreed to by the parties.
17. 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, punitive, exemplary or consequential 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.
18. WAIVER OF PERSONAL LIABILITY. No officer, director, or employee of Haley & Aldrich shall bear any personal liability to Client for any injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the performance of services hereunder.
19. LIMITATION OF REMEDIES. To the fullest extent permitted by law, the total aggregate liability of Haley & Aldrich, its officers, directors, and employees to Client, and anyone claiming by, through, or under Client, including all authorized Relying Parties, as applicable, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Haley & Aldrich's 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 Haley & Aldrich's fee, whichever is greater.

If Client prefers not to limit Haley & Aldrich's liability to this sum, Haley & Aldrich may increase this limitation upon Client's written request, provided that Client agrees to pay an additional fee agreed to by the parties. The additional fee is for the additional risk assumed by Haley & Aldrich and is not a charge for additional liability insurance.
20. DISPUTE RESOLUTION. If a dispute arises out of or relates to this Agreement or the breach thereof, the parties will attempt in good faith to resolve the dispute through negotiation. Except for payment matters, if a dispute is not resolved by these negotiations, the matter will be submitted to non-binding mediation with a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Except for payment matters or to preserve mechanics' lien rights, neither party will commence a civil action until after the completion of an initial mediation session.
21. LEGAL ACTION. All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of this Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the

Standard of Care, however denominated, shall be barred two (2) years from the day after completion of Haley & Aldrich's Services. Client agrees to compensate Haley & Aldrich for services performed in response to any legal action, subpoena, or court order arising out of or related to Haley & Aldrich's services under this Agreement at Haley & Aldrich's Standard Fee Schedule then in effect.

22. **TAXES.** Unless otherwise provided for in the scope of services, Haley & Aldrich's fee is exclusive of sales, use, or similar tax imposed by taxing jurisdictions on the amount of fees or services. Should such taxes be imposed, Haley & Aldrich will collect and remit any applicable sales taxes. Client's documentation of exemption from sales or use taxes, if any, must be provided to Haley & Aldrich prior to services being performed.
23. **SEVERABILITY.** If any of these Terms and Conditions are finally determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect and be binding upon the parties. The parties agree to reform these Terms and Conditions to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
24. **SURVIVAL.** All Terms and Conditions contained herein shall survive the completion of Haley & Aldrich's services on this project or the termination of services for any cause.
25. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be solely governed, and construed and enforced, in accordance with the laws of the State or Commonwealth where the services are performed, without regard to its conflict of laws rules. Client agrees to submit and consent to the jurisdiction of the courts in that State or Commonwealth in any action brought to enforce (or otherwise arising from or relating to) this Agreement.
26. **ASSIGNMENT.** This Agreement shall not be assigned by either party without the express written consent of the other.
27. **PRECEDENCE.** These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, right of entry, or like document.
28. **ENTIRE AGREEMENT.** **Client and Haley & Aldrich agree that all provisions of these Terms and Conditions were mutually negotiated and agreed upon, and that this Agreement represents the entire Agreement between the parties.** No modification or alteration of any provision of this Agreement shall be binding upon either Client or Haley & Aldrich, unless such modification or alteration is mutually agreed to, is in writing, and is signed by the party against whom such modification or alteration is sought to be enforced.

END OF TERMS AND CONDITIONS

FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

<i>Classification</i>	<i>Hourly Rate</i>
<i>Project Support</i>	<i>\$116</i>
<i>Technician</i>	<i>\$116</i>
<i>Project Technician</i>	<i>\$125</i>
<i>Senior Technician</i>	<i>\$134</i>
<i>Project Controls</i>	<i>\$153</i>
<i>Staff Professional 1</i>	<i>\$162</i>
<i>Staff Professional 2</i>	<i>\$170</i>
<i>Project Professional</i>	<i>\$191</i>
<i>Technical Specialist</i>	<i>\$200</i>
<i>Project Manager / Senior Technical Specialist</i>	<i>\$210</i>
<i>Senior Project Manager / Technical Expert</i>	<i>\$263</i>
<i>Program Manager / Senior Technical Expert</i>	<i>\$320</i>
<i>Principal</i>	<i>\$375</i>

2. Overtime hours will be charged at straight time rates. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
4. Telephone usage; in-house reproduction; printing costs for reports, drawings, and other project records; and mail and overnight document delivery will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
5. Subcontractors will be billed at our cost plus fifteen (15) percent.
6. H&A equipment and laboratory testing will be billed at rates listed in the Equipment and Laboratory Rate Schedules, as applicable.

EQUIPMENT RATE SCHEDULE

AIR MONITORING EQUIPMENT	Daily	Weekly	Monthly
<i>Drager/Rae Sampling Kit (tubes not included)</i>	\$10	\$40	\$120
<i>Dust Monitor</i>	\$100	\$400	\$1,200
<i>Four-Gas Meter</i>	\$43	\$172	\$516
<i>Photoionization Detector - 10.6 or 11.7 eV</i>	\$70	\$280	\$840
FIELD TESTING	Daily	Weekly	Monthly
<i>Double Ring Infiltrometer</i>	\$214	---	---
<i>Field Supplies</i>	\$30	\$100	---
<i>Guelph Permeameter</i>	\$125	---	---
<i>Inclinometer Reading (each)</i>	\$35	---	---
<i>Sand Cone Field Density Kit</i>	\$55	\$220	\$660
<i>pH Meter</i>	\$15	\$60	\$180
<i>Pile Load Testing (per test)</i>	\$1,500	---	---
<i>Plate Load Tester (per day)</i>	\$38	---	---
<i>Wood Load Testing (per test)</i>	\$200	---	---
SAMPLING EQUIPMENT	Daily	Weekly	Monthly
<i>Groundwater Sampling Bundle with Bladder Pump</i>	\$329	\$1,010	\$2,916
<i>Groundwater Sampling Bundle with Peristaltic Pump</i>	\$256	\$718	\$2,040
<i>Groundwater Sampling Bundle with Grundfos Pump</i>	\$344	\$1,070	\$3,096
<i>Rotohammer Drill</i>	\$100	\$400	---
<i>Soil Sampling or Tank Pull Equipment Bundle</i>	\$152	\$363	\$993
<i>Soil Vapor Sampling Bundle</i>	\$408	\$1,393	\$2,465
<i>Turbidity Meter</i>	\$20	\$80	\$240
<i>YSI Meter with Flow Cell</i>	\$90	\$360	\$1,080
WATER LEVEL METERS AND INTERFACE PROBES	Daily	Weekly	Monthly
<i>Barologger</i>	\$8	\$32	\$96
<i>Levelogger</i>	\$24	\$96	\$288
<i>Oil/Water Interface Probe</i>	\$40	\$160	\$480
<i>Water Level Indicator</i>	\$17	\$68	\$204
GEOTECHNICAL INSTRUMENTATION	Daily	Weekly	Monthly
<i>Cone Penetrometer</i>	\$9	\$34	\$100
<i>Electronic Readout Box</i>	\$25	\$100	\$300
<i>Nuclear Density Gauge</i>	\$70	\$280	\$840
<i>Power System - Battery</i>	\$4	\$15	\$45
<i>Power System - Solar</i>	\$13	\$50	\$150
<i>Seismograph - Manual</i>	\$50	\$200	\$600
<i>Seismograph - Remote Units</i>	\$75	\$225	\$725
<i>Vibration and Sound Monitoring Station</i>	\$63	\$250	\$825

EQUIPMENT RATE SCHEDULE (continued)

MISCELLANEOUS	Daily	Weekly	Monthly
<i>Decontamination Kit (each)</i>	\$45	---	---
<i>Drone</i>	\$250	\$1,000	---
<i>Field Truck (including fuel)</i>	\$85	\$340	\$1,020
<i>Generator</i>	\$35	\$140	\$420
<i>GPS Unit</i>	\$150	\$600	\$1,800
<i>Harness with Restraint Lanyard</i>	\$30	\$120	\$360
<i>Motorola CP200d Radio (pair)</i>	---	\$35	\$140
<i>Personal Protective Equipment - Level C (per person)</i>	\$45	---	---
<i>Personal Protective Equipment - Level D (per person)</i>	\$25	---	---
<i>Sound Level Meter</i>	\$40	\$160	\$480
<i>Tool Trailer</i>	\$300	---	---

LABORATORY RATE SCHEDULE

ANALYSES (HALEY & ALDRICH, INC. LAB) *	Unit Price
<i>Atterberg Limits (ASTM D4318)</i>	\$75
<i>Hydrometer and Sieve Analysis (Jar Sample)</i>	\$135
<i>Moisture Content</i>	\$10
<i>Organic Content (ASTM D2974)</i>	\$45
<i>Oversize Correction</i>	\$35
<i>Sieve Analysis (Bulk Sample)</i>	\$135
<i>Sieve Analysis (Jar Sample)</i>	\$75
<i>Soil % Finer No. 200 Sieve (ASTM D1140)</i>	\$35
<i>Soil Classification (ASTM D2487)</i>	\$10
<i>Soil pH (ASTM D4972)</i>	\$30
<i>Soil Resistivity (ASTM G57)</i>	\$65
<i>Specific Gravity (ASTM D854)</i>	\$65
<i>Standard Proctor (ASTM D698)</i>	\$150
<i>Modified Proctor</i>	\$160
<i>Visual Identification</i>	\$20
<i>Vis-Man Identification (ASTM D2488)</i>	\$60

**Additional H&A Laboratory analyses and pricing available upon request.*

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Memorandum of Understanding

Between

Foundry Consortium (“Consortium”),

And

The Cambridge Redevelopment Authority (the “CRA”)

Dated February 12, 2020 and Amended on July [REDACTED], 2021

This Amended Memorandum of Understanding (this “**Memorandum**”) sets for the terms and understanding between the Consortium, an organization incorporated in Massachusetts, and the CRA with respect to the Foundry Project (as defined below). This Memorandum replace all language in the Memorandum dated February 12, 2020.

A. PURPOSE. The purpose of this Memorandum of Understanding (this “**Memorandum**”) is to reflect the shared objectives and understandings of the Consortium and the CRA (together with the Consortium, the “**Parties**”), concerning the management and operations within a certain property known as the “**Foundry Building**” (or “the **Foundry**”) located at 101 Rogers Street, Cambridge, MA (the “**Foundry Project**”). This Memorandum is in furtherance of the CRA’s Request for Proposals for an operating entity for the Foundry (the “**RFP**”) dated January 25, 2018 and Lemelson-MIT’s response to the RFP dated March 8, 2018 and further details and clarifications offered as part of the RFP interviewing process (collectively, the “**RFP Response**”). The CRA voted to designate Lemelson-MIT as the operator of the Foundry on April 25, 2018. Consistent with the RFP Response, and the CRA’s designation, Lemelson-MIT, with assistance from the CRA, went on to form the Foundry Consortium as the future nonprofit Operator of the Foundry. The Foundry Consortium and the CRA entered into a Memorandum of Understanding on February 12, 2020, which is now amended.

This Memorandum may be included as an exhibit in the future sublease for the Foundry, to be executed between the CRA and Foundry Consortium. Once the sublease is executed, this Memorandum will be subordinant to the terms of the Foundry sublease.

B. BACKGROUND. The City of Cambridge (“**City**”) and CRA are parties to that certain Lease Agreement dated July 13, 2015, as amended by Amendment to Lease dated January 17, 2018 (as so amended, the “**Lease Agreement**”), pursuant to which the City is leasing the Foundry Building to the CRA, and has granted the CRA the authority to sublease portions of the Foundry Building to an operator.

The Lease Agreement calls for the “redevelopment and management of the Foundry Building into a productive, innovative mixed-use center consistent with,” *inter alia*, the demonstration project plan originally approved by the CRA Board on December 17, 2014, and most recently amended on September 25, 2017 (the “**Demonstration Project Plan**”). The Demonstration Project Plan sets forth the following Vision for the Foundry Project:

The Foundry will be a creative, innovative center that offers a collaborative environment with a mix of cultural, educational, manufacturing, and commercial uses. The renovated multipurpose building will be designed for flexibility and will be accessible, inclusive, and welcoming to the public. The activities within will be multigenerational and multicultural,

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providing a citywide and neighborhood resource that is financially sustainable for years to come.

It also sets forth three key objectives – innovative programs, building site and development, and sustainable operational and financial structure – with associated sub-objectives. Though community input has and will continue to shape the Foundry Project, these objectives will remain integral to the Foundry Project as the Parties work to move forward with redevelopment and refine the building’s program.

Per the Lease Agreement, the CRA has allocated One Million Dollars (\$1,000,000) to an Operation and Maintenance Account for the Foundry Project (the “**Foundry Start-Up Reserve**”), portions of which are intended both to support program ramp-up for the first year of operations, as well as to provide financial support during the period of time prior to occupancy of the Foundry and the execution of a sublease agreement between the Parties (the “**Pre-Occupancy Period**”) for building the capacity of the Foundry Program. The CRA has also allocated One Million Dollars (\$1,000,000) to an Operating Reserve Fund for the Foundry Project to cover unforeseen costs in the Foundry’s operation (the “**Foundry Operating Reserve**”). An initial \$200,000 of the Foundry Start-Up Reserve was allocated to Lemelson-MIT in 2019 to advance the Foundry Project and was expended in full.

This Memorandum establishes the mutual responsibilities of the Parties with respect to the Foundry Project during the Pre-Occupancy Period. The Parties will use their respective reasonable efforts to meet the responsibilities set forth in this Memorandum and shall meet on a monthly basis in order to achieve that end.

C. CRA OBLIGATIONS. The CRA shall use reasonable efforts to perform the following obligations in accordance with the Target Completion Dates set forth in Section E below:

1. Purchase of Furnishings and Equipment for Community Use Spaces

The City of Cambridge is managing the major renovation of the Foundry building, using funds from the City and the CRA, and a grant from the Massachusetts Cultural Council. The renovation project does not include equipment and some required furnishings for Community Use Space. The CRA has allocated up to \$500,000 for the purchase of equipment and furnishings for the Community Use Space, as necessary for the Foundry to open to the public in summer 2022. The list of items to purchase will be based on documents developed in partnership with the Foundry Consortium during 2019 and subsequent communication with the City of Cambridge to ensure coordination with the renovation project.

2. Pre-Opening Financial Support

During 2020 the CRA allocated an additional \$200,000 of the Foundry-Start-Up Reserve to assist the Consortium in its staff formation and capacity building during the Pre-Occupancy Period. The CRA has used \$40,000 of these funds to pay for the Foundry Consortium’s now completed Executive Search. The remaining funds (\$160,000) shall be provided to the Consortium for the personnel expenses for the Executive Director and to the extent available, additional staffing needs identified by the Executive Director ahead of building occupancy. The CRA will provide the remaining funds in equal quarterly increments (four payments of \$40,000) in July 2021, October 2021, January 2022, and April 2022.

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3. Pre-Opening Work Space

The CRA will provide one work seat at no cost for the Foundry Consortium at The Link, a nonprofit coworking space at 255 Main Street, 8th Floor, Cambridge, MA 02142 between August 1, 2021 and May 31, 2022, or the date when the Foundry building secures its Certificate of Occupancy, whichever comes later. The CRA will hold the license agreement for this seat with TSNE MissionWorks, the operator of the Link. This work seat will include access to wifi, a shared copier/printer/scanner, communal kitchen, phone room, and two meeting rooms.

4. Office Space Leasing Strategy and Brokerage

The CRA has entered into an agreement with Newmark real estate brokers to provide marketing and recruitment strategies and lease negotiations for the market rate office space in the Foundry Building. The CRA will direct TSNE Mission Works, currently under contract to provide property management consulting services to the Foundry, to conduct a public selection process for a nonprofit tenant for the below-market office space. The CRA will ensure that total annual office rental income meets or exceeds the amount expected in the annual operating budget that the Foundry Consortium will develop. That line item in the Foundry Consortium's budget must be approved by the CRA. The CRA will notify and keep the Foundry Consortium informed regarding lease negotiations and will seek participation by the Foundry Consortium in the selection of office tenants. The CRA will have final decision making authority for office tenant selections. All initial office tenant leases will be held by the CRA. The parties will work together to establish the building use policies for office tenants as they relate to overall use and operation of the Foundry.

5. Property Management

The CRA will facilitate coordination between the Foundry Consortium, its Property Management staff and/or consultants, and the City's construction management team, including securing documentation of, and where relevant, training in building systems.

6. Sublease between CRA and Consortium

The CRA will draft a sublease and operating agreement to be negotiated in good faith between the CRA and the Consortium, consistent with the RFP Response and the Lease, (the "**Sublease**"). The Sublease shall have an initial term of ten (10) years, with options granted to the Consortium to extend the term (to be negotiated during the Sublease negotiations). The Sublease will contain mechanisms to provide the Consortium with capital and operational support for the Foundry Project, and shall contain reporting requirements regarding programmatic and operational measures of performance for the Consortium.

7. General Technical Support

The CRA will be available to provide feedback, connections to relevant resources, and other technical assistance to Foundry Consortium staff in support of the Consortium's obligations below.

D. CONSORTIUM OBLIGATIONS. The Consortium shall use reasonable efforts to perform the following obligations in accordance with the Target Completion Dates set forth in Section E below. The items listed below constitute the Foundry Consortiums's Start Up Business Plan:

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1. Operating Budget & Fundraising Plan

The Foundry's Consortium fiscal year starts annually on July 1st. The Consortium will develop and approve operating budgets for Fiscal Years 2022 and 2023, including identifying the resources required to ramp up operations ahead of building occupancy, and anticipating gaps that may arise in the first year of operations. The budget may draw from the latest Foundry Financial Model developed for the CRA by Columbia Group Realty. The Fiscal Year 2022 budget should be accompanied by a fundraising plan demonstrating how and when resources will be secured prior to the collection of rental income, as necessary. The CRA may provide feedback on the budget. The office rental income line for this budget must be approved by the CRA.

2. Property Management Plan

The Foundry Consortium will develop a plan for property management of the entire foundry building and property, which may include in house staff and/or contracted property management services. If the property management plan anticipates utilizing contracted services, the Consortium will propose a process by which it intends to conduct a selection process.

The Property Management function must be in place in order for Property Management staff and/or consultants to gain understanding of the Foundry's internal systems at least three months prior to the building receiving its Certificate of Occupancy.

3. Maker Space Operating Plan

The Foundry Consortium will develop a financial model and staffing and operating plan to ensure the maker spaces and computer lab are properly overseen for safety and sustainability, allow for wide public use, allow for reservations by organized programs, and generate adequate income as per the Foundry Consortium's annual operating budget expectations.

4. Café Operator Plan

The Foundry Consortium will develop a plan for ensuring operation of the first floor café during the Foundry's open hours.

5. General and Technical Operations Plan

The Foundry Consortium will develop a written operations plan, including:

- Timeline for opening in full to the public, including dates for kick off events
- Intended hours of operation
- Policy for internal controls, including around financial management and security/ building access
- Building policies for office and community space users, to be finalized with the CRA
- Software selected for core functions, including at a minimum financial management, room reservations and scheduling, and any property management software not covered by possible external property management contracts.

It is understood that these plans may change over time as staff implement operations.

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6. Community Use Reservation Process

The Foundry Consortium will develop and start to implement a transparent process that will allow individuals and groups to reserve Community Use spaces in the Foundry. The process must align with the Preliminary Use Guidelines (Exhibit C) to ensure that data required to fulfill the reporting requirements in the Preliminary Performance Metrics document (Exhibit D) is collected and tracked.

7. Artists in Residence Program Definition and Selection Process

The Foundry Consortium will develop a program outlining the parameters of the Artist in Residence Program. The program will provide Demarked artist in Residence spaces to artists for no fee, in exchange for Foundry related services provided by the artists. The Consortium will develop and implement a transparent process to select two Artists in Residence to serve for a specific term.

E. TIMELINE. The following is a timeline of the milestones of the Pre-Opening Period. The Parties acknowledge that this timeline assumes a construction completion/Certificate of Occupancy date of May 31, 2022 and shall be subject to modification and adjustment as necessary.

Event	Estimated Completion	Responsibility
Quarterly Pre Opening Payments Start	July 2021	CRA
Pre-Opening Work Seat Available	August 1, 2021	CRA
Executive Director Starts Full Time	August 2, 2021	FC
Start Marketing Office Spaces	September, 2021	CRA
First Draft of Sublease Provided by CRA	September 2021	CRA
Final Sublease Signed	January 2022	CRA-FC
Property Management Plan	November 2021	FC
Maker Space Operating Plan	December 2021	FC
Operating Budget and Fundraising Plan	January 2022	FC
Community Use Reservation Process is Public	January 2022	FC
Artists in Residence Plan (Selection & Program)	January 2022	FC
Property Management Function Engaged	February 2022	FC
Final Sublease Signed	February 2022	FC
Café Operating Plan	February 2021	FC
General and Technical Operations Plan	March 2022	FC
Artists in Residence Selected	May 2022	FC
Foundry Building Has Certificate of Occupancy	May 31, 2022	City
Consortium Staff Move into Foundry	Early June 2022	FC
Leases Signed for all Office Spaces	April 30, 2022	CRA
Office Tenants Move into Foundry	Early June 2022	CRA
Foundry Building Opens to Public	September 2022	FC

F. NOTICES. Any and all notices or other communications to be given pursuant to this Memorandum shall be provided electronically to the Parties using the email addresses included below:

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If to Foundry Consortium: Stephanie Couch
Lemelson-MIT Program
222 Third Street, Suite 0300
Cambridge, MA 02142
scouch@mit.edu

Diana Navarrete-Rackaukas
Foundry Consortium
255 Main Street, 8th Floor
Cambridge, MA 02142
[\[email\]](#)

If to the CRA: Thomas Evans
255 Main Street, 8th Floor
Cambridge, MA 02142
tevens@cambridgeredevelopment.org

G. DURATION. This Memorandum is at-will and may be modified by mutual consent of authorized officials from the Consortium and the CRA. This Memorandum shall become effective upon signature by the Consortium and the CRA and shall remain in effect until the Foundry Sublease is signed by the CRA and Foundry Consortium. It is anticipated that some obligations outlined in this Memorandum will be represented in a section of the Sublease Agreement describing a Pre-Sublease Term.

IN WITNESS HEREOF, the undersigned have executed this amended Memorandum of Understanding as of the date set forth above.

CRA:

The Cambridge Redevelopment Authority

By: _____

Thomas Evans
Executive Director

FOUNDRY CONSORTIUM:

By: _____

Stephanie Couch
Chair

Diana Navarrete-Rackaukas
Executive Director

- Exhibit A: Foundry Demonstration Plan
- Exhibit B: City of Cambridge-CRA Master Lease and Cooperation Agreement
- Exhibit C: Preliminary Use Guidelines
- Exhibit D: Preliminary Performance Metrics

CRA Design Review Committee - Meeting Notes

Meeting Held Virtually on Zoom
June 9, 2021

ATTENDEES

Barry Zevin (CRA Board), Kathleen Born (CRA Board), Hugh Russell (Planning Board), Erik Thorkildsen (CDD), Tom Evans (CRA), Alexandra Levering (CRA), Fabiola Alikpokou (CRA), Carlos Peralta (CRA), Susannah Shaw (BXP), Michael Tilford (BXP), Eric Weyant (Stantec), Brett Lambert (Stantec), Ian Hatch (BXP), Todd Lanham (Eversource), John Zicko (Eversource)

MXD SUBSTATION RESIDENTIAL BUILDING MASSING AND DEVELOPMENT PRESENTATION

RESIDENTIAL

Eric Weyant from Stantec presented the housing component of the MXD Substation project at 135 Broadway. The presentation included an overview of the baseline massing, relationship analysis to 145 Broadway, and a review of conceptual design ideas.

The baseline massing for the project is a simplified form of a 400' tall point tower with an 85' elevated podium on the street edge. Stantec noted they worked to create a design framework to allow for different variations of the building, with key elements of the design to position the tower on the east edge of the site to maximize separation from 145 Broadway, create a strong connection between Center Park and Danny Lewin Park, and create an independent structure relative to the substation. The simplified corner of the building facing 145 Broadway, is a placeholder to show a reciprocal response to the 145 Broadway building.

Stantec presented renderings to show the building's relationship and spacing on the ground plane to neighboring buildings. The first figure showed the spacing between the residential building and 145 Broadway, Center Park, and the connection to Danny Lewin Park. The second figure showed the space between the residential building and 145 Broadway to be similar to the spacing between other buildings in the area. The last figure showed 145 Broadway's eastern facade and the proposed massing with 40ft to 50ft of separation between the buildings.

Stantec presented 135 Broadway's ground-floor plan, and showed the relationship between the entrance of 145 Broadway and the residential building. The presentation showed 45' between the 145 Broadway curb and the residential building entrance and 78' from the Akamai entrance to the residential building entrance. The floor plan also showed the connection from Center Park to Danny Lewin Park.

Stantec also showed adjacency examples of buildings in close proximity in urban areas. Their first examples were in Fort Point, with two buildings roughly 40' and 26' away from each other. Another precedent was 47 Lagrange St. with 23' to 30' distance between the building and Winthrop Tower. The last example shown was the Broad Institute at 75 Ames Street and Residence Inn at 120 Broadway, which has 30' between the structures.

The second building variation presented, Variation Two, showed the building form pushed back to open up the western service corridor, and to capture the view of 145 Broadway's "Jenga" architecture from the southeast corner of Ames and Broadway. In this variation, each block of the building structure steps back 7-8 feet. Stantec

explained the lower part of the structure was designed to step back the facade with curvy expressions and columns that creates a transparent space. The east side of 135 Broadway will also be open, where residents can look down Broadway. Stantec noted that with this variation, the 6th floor of 145 Broadway would view Center Park.

Stantec presented a third building variation, the corner notch scheme, which pulled back and created an open space at 135 Broadway's southwest corner to create additional space for 145 Broadway's "Jenga" features. The scheme showed a design to allow a 60' opening. Stantec noted that the corner notch scheme would be able to accommodate the core designed in the baseline massing; therefore, no additional coordination with Eversource and the transmission lines would be needed. To make up the lost square footage, the cantilever would need to increase over the park and the East Service Drive.

Stantec showed two other building variations, both of which rotated the baseline massing at a 14-degree angle. The first rotated building created additional space between the southwest corner of the residential building and 145 Broadway, and the second shifted the building back, and rotated it so the southern façade was perpendicular with the most eastern façade of 145 Broadway. Stantec noted that with the second rotated scheme, they would need to be creative with how the upper levels were designed over the service drives and that they might need to add cantilevers.

COMMITTEE COMMENTS

After the presentation, committee members provided design comments.

Baseline Massing

Committee members identified that the baseline massing seemed boxy, and suggested the building would benefit by adding a notched corner for vertical contrast to the 145 Broadway "Jenga" features. It was also noted by some that the rounded ground floor corners in the baseline massing did not help to improve the visual connection to the 145 Broadway building entrance.

Variation Two – Step-Back

A question was asked about adding the balcony on the upper floors of Variation Two, and Stantec noted that it was possible. Another committee member noted preferring Variation Two because of its verticality facing the street, and because it offered more opportunity to create views of the 145 Broadway building than the others schemes. It was also noted that the southern building façade in this scheme could be pushed back and that the proximity of the buildings in an urban setting makes the project spatially exciting. Another member suggested that the ceiling of the entry to the residential building be similar in height to the canopy of 145 Broadway.

Corner Notch Scheme

Members noted that the corner notch scheme doesn't seem to need the whole 60' of setback, and that a smaller notch might still be able to create enough relief between the two buildings. Stantec also noted that the core of the building is more or less a fixed arrangement, which is why corner notch scheme, compared to the other variations is efficient because the core isn't changing. Another member commented that the notch scheme does a good job of defining the pedestrian line on Broadway.

Rotated Schemes

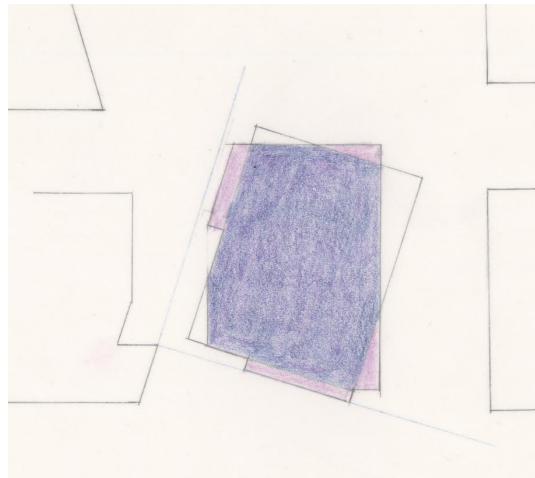
A committee member asked whether the core of the residential tower shown in the rotated building scheme is the same as the core in the baseline massing. Stantec noted that the core of the building in the rotated schemes has

not been tested, and would likely differ from the baseline massing's core. Stantec further explained that the geometry of the core shown in the baseline massing is the most efficient layout they came up with for a point tower. To create any other core geometry, they acknowledged that they would have to get creative. Committee members further noted that the two rotated schemes seem disruptive because they do not focus on defining streets or the open space. A committee member did express however, that maintaining the east-west connector behind the building might not be as important as initially identified, as it leads nowhere.

General Comments

Members of the committee noted the challenges of an infill development next to 145 Broadway. One member described the 145 Broadway building's distinct architectural design as an "object building". It was suggested that one approach to build next to an "object building", is to design another "object" structure that responds to it. Conversely, another member noted that the response to 135 Broadway's southwest corner, and its relationship to the 145 Broadway building edge shouldn't take precedent over the general consideration of fitting the building in the overall plan and site area. More importantly, noted a committee member, the building should be designed from the interior, not the exterior, and for residents of the building rather than the other way around.

It was also identified that the various schemes are designed as rectangles, but that that is not a necessary. A recommendation was provided by a committee member, shown below, that shaved the edges of the rotated building scheme. The conceptual sketch below was presented and discussed. It was also noted by a member that they want to see more consideration for the streetscape.



A member asked if the cable duct banks that will contain the Eversource transmission lines going through the building to the substation are fixed? Stantec noted that the four concrete duct banks have to run parallel to each other, and that their locations are largely fixed. It was also asked if the 135 Broadway columns can be placed between the concrete duct banks. Stantec answered that conceptually, the columns could be placed between the transmission lines, but more studies would need to be to confirm their exact locations. Stantec also noted that there is flexibility to rotate the baseline massing core, to an extent between the third and fourth transmission lines.

PUBLIC COMMENTS

There were no public comments.