



MEMORANDUM

To: CRA Board
From: Alex Cardelle, Project Manager
Date: April 24, 2024
Re: KSTEP Bus Shelter 2 Proposal

INTRODUCTION

The Kendall Square Transit Enhancement Program (KSTEP) is a transit fund established as a mitigation requirement in the Kendall Square Urban Redevelopment Plan's 2015 EIR. The fund seeks to pay for programs or infrastructure that improves or expands transit capacity in Kendall Square. The fund makes spending decisions through a unanimous vote of the KSTEP Working Group, which is comprised of representatives from the CRA, the City of Cambridge, MassDOT, and the MBTA.

In 2020 the CRA approved the first KSTEP project, a bus shelter on Main Street which was installed in 2021. In late 2023, CRA staff conducted initial due diligence, solicited quotes, and prepared a proposal for a second bus shelter (the Project). The CRA then convened the Working Group to consider the proposal along with other transit concepts.

On April 17, 2024, the Working Group approved funding for the purchase and installation of a second bus shelter (Bus Shelter 2) to be located at the NW corner of Ames & Main Streets (at approximately 71 Ames Street), conditioned upon the design's ability to meet MBTA accessibility and boarding requirements. In accordance with the KSTEP Governance Document, projects approved by the Working Group are then presented for subsequent approvals by the CRA Board and the City Manager.

PROJECT SCOPE

The Project is composed of design and construction components that together deliver a bus shelter at the proposed site.

For the physical components, the Project includes a bus shelter unit with canopy and seating along with a concrete pad that will anchor the shelter to the ground. The design components include a survey, site plan of the proposed location of the shelter, and design and construction documents for the concrete pad to meet MBTA accessibility standards for on- and off-boarding passengers.

To prepare the Project budget, CRA staff solicited a quote from Daytech to furnish an Avanti Canopy Bus Shelter and to provide stamped engineering drawings for connecting the shelter to its eventual concrete pad. This is the same style of shelter used throughout the KSURP area. VHB has provided a quote for survey, site planning, and construction document work.

While the City and the MBTA are working on an agreement with advertisers that provide ongoing maintenance of shelters citywide, the CRA has set aside a modest maintenance fund to maintain the main elements of the shelter.

Additionally, an overall Project contingency of 10% has been set aside for any unforeseen discrepancies. All work will be completed on sidewalk along Ames St. in front of the Eastern Bank branch at 415 Main St.

If approved, CRA staff will continue coordinating with the City’s Department of Public Works, VHB, and Daytech to engineer and finalize the shelter’s location and engineering plans. After these plans are certified, a procurement process will begin to solicit a contractor to complete the installation of a concrete pad and the shelter during fall 2024.

PROJECT BUDGET & SCHEDULE

The following is the Project’s anticipated budget. The Project will be fully funded by KSTEP fund dollars, however the CRA is expected to incur upfront staff expenses to be reimbursed from the KSTEP fund.

BUDGET	PRICE
KSTEP ITEMS	
Design of Bus Shelter Plan	\$8,320
Furnishing Bus Shelter – Avanti Transit Shelter & Bench	\$9,820
Freight to Site	\$1,795
Installation of Bus Shelter (estimated)	\$42,600
Signage (estimated)	\$450
Real-Time Display (estimated)	\$26,400
Maintenance Reserve	\$6,000
10% Contingency	\$9,539
OVERALL TOTAL	\$104,924

The following is the Project’s anticipated schedule. The CRA aims to complete the Project in advance of the DPW-issued construction moratorium typically announced for the final months of the year.

PROJECT SCHEDULE	PROJECTED DATE
KSTEP Working Group First Review	4/17/2024
Initial Proposal Refinement	4/20/2024
Approval by CRA Board	4/24/2024
Approval by City Manager	6/1/2024
Complete Design & Installation Plan / Order Shelter (12-14 weeks for fabrication and delivery)	7/1/2024
BID Process (15 days) & Board Approval	7/15/2024 - 7/30/2024
Shelter Delivery & Sidewalk Foundation Installation	10/11/2024 - 10/20/2024
Shelter Installation	10/31/2024

NEXT STEPS

Following Board approval, staff will forward the proposal to the City Manager for final approval. Subsequently, staff will work with solicited partners to finalize the construction documents and order the shelter and will return to the Board to seek approval for a bid process to obtain the contractor to install the shelter and concrete pad.

CRA BOARD MOTION

Motion: Approving the funding of a second bus shelter installation on Ames Street serving both the EZ Ride Shuttle and MBTA Bus Service.

EXHIBITS

Exhibit A: KSTEP Bus Shelter 2 Proposal

KSTEP Funding Proposal Form

Date Submitted: April 17, 2024

Project Name: Kendall Square Bus Shelter Funding

Implementing Partner: Cambridge Redevelopment Authority

Primary Contact: Alex Cardelle

I. PROJECT DESCRIPTION

To fund the purchase, delivery and installation of a bus shelter at 71 Ames Street.

II. INVESTMENT JUSTIFICATION

The success of KSTEP's first bus shelter installation at 500 Main Street has prompted the CRA to duplicate similar interventions throughout Kendall Square.

Accordingly, we have selected the site at 71 Ames Street (roughly the NW corner of Ames & Main Streets) as an ideal candidate for implementation. Prior to the pandemic, the site serviced around 350 passengers during weekday operations from the MBTA and EZRide ridership combined. Originally, the shelter site was not selected as a prior bus shelter project had been identified for the site.

Today, the site services approximately 90 onboardings every weekday. The site meets the dimensional requirements for a bus shelter and will serve the southbound EZRide and CT2 travelers – two key routes through Kendall Square that serve the broader region.

The shelter itself will be the same as the one at 500 Main Street with an additional enhancement through the installation of a real-time display board which will be procured through a future process.

III. KEY ASSUMPTIONS & POTENTIAL RISKS

That a long-term agreement to maintain the shelter is in place by the shelter's in-service date.

IV. REFERENCE DOCUMENTS & LINKS

- Transport Kendall - www.transportkendall.org
- EZRide www.charlesrivertma.org
- Kendall Square Mobility Task Force - www.cambridgema.gov/CDD/Projects/Transportation/kendallsquaremobilitytaskforce

V. LONG-TERM FINANCIAL SUSTAINABILITY

Once installed, a bus shelter needs little investment besides routine trash removal, snow clearing and cleaning. Minor repairs may be needed over time. Shelters typically have a life span of 20 years.

VI. TIMELINE

ACTIVITY	PROJECTED DATE
KSTEP Working Group First Review	4/17/2024
Initial Proposal Refinement	4/20/2024
Approval by CRA Board & Further Refinement	4/24/2024
Approval by City Manager	6/1/2024
Complete Design & Installation Plan / Order Shelter (12-14 weeks for fabrication and delivery)	7/1/2024
BID Process (15 days) & Board Approval	7/15/2024 - 7/30/2024
Shelter Delivery & Sidewalk Foundation Installation	10/11/2024 - 10/20/2024
Shelter Installation	10/31/2024

VII. BUDGET & SCOPE

Included in Scope

To design, purchase and install a bus shelter and concrete pad, with a small maintenance reserve. Signage clarifying the shelter is not an MBTA stop will be provided, with approval from MBTA Wayfinding.

ITEM DESCRIPTION	PRICE
KSTEP ITEMS	
Design of Bus Shelter Plan	\$8,320
Furnishing Bus Shelter – Avanti Transit Shelter & Bench	\$9,820
Freight to Site (estimated)	\$1,795
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Real-Time Display	\$26,400
Maintenance Reserve	\$6,000
10% Contingency	\$9,539
OVERALL TOTAL	\$104,924

ITEMS EXCLUDED FROM SCOPE / ADDITIONAL RESOURCE NEEDS

The CRA could/will incur costs during the proposal refinement stage as it determines if any utility conflicts or design modifications will be necessary before finalization of the site plan and drawings.

Regular maintenance needs such as trash removal, snow clearing and shelter cleaning. Conversations with MIT to provide routine maintenance are underway.

III. PROJECT MANAGEMENT

Team Members	Project Responsibilities
CRA	Implementing Partner
City of Cambridge	Project Oversight
External Partners	Project Responsibilities
Charles River TMA (EZ Ride) / MBTA	Review to ensure compliance with shuttle/bus service
Property Abutter(s) / Residents	To be notified of new shelter location
Digital Technology Partner	For the provision of real-time display board

IX. IMPLEMENTING PARTNER AUTHORIZATION

ORGANIZATION: Cambridge Redevelopment Authority (CRA)
 NAME: _____
 SIGNATURE: _____
 TITLE: _____
 DATE: _____

X. APPENDIX

- Exhibit A: Project Execution Plan and Budget
- Exhibit B: Daytech Avanti canopy shelter design and specifications.
- Exhibit C: VHB Quote for Survey Analysis and Site Plan Construction Documents
- Exhibit D: Survey Site Plan showing proposed location
- Exhibit E: Real Time Display Board Example

APPROVALS

CAMBRIDGE REDEVELOPMENT AUTHORITY

CAMBRIDGE CITY MANAGER

BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

BY: _____
 NAME: _____
 DATE: _____

KSTEP Bus Shelter

Escalator: 20%

	Bus Shelter		
Bus Shelter 1			2 (as of 04/08/24)
Initial 2021	Final 2021		Projected

Source/Notes:

To compare prices

Capital Cost Line Item

SITE ACQUISITION	\$0	\$0	\$0
Design of Bus Shelter Plan	\$5,000	\$8,201	\$8,320
Furnishing (Avanti / Daytech)	\$7,845	\$7,845	\$9,820
Freight to Site	\$1,395	\$1,395	\$1,795
Installation	\$35,500	\$52,332	\$42,600
Signage	\$375	\$97	\$450
Real-Time Display	\$0	\$0	\$26,400
TOTAL HARD COSTS	\$50,115	\$69,870	\$89,385

VHB is 33% increase (from 2020) as quoted. However, elimination of survey
 25% increase as quoted
 30% increase as quoted
 20% for construction, BOND
 20% for signage as originally estimated in 2021
 Based on CDD contract for 10 displays, 5 year + maintenance, 10% added fo

Maintenance Reserve	\$5,000	\$5,000	\$6,000
TOTAL SOFT COSTS	\$5,000	\$5,000	\$6,000

20% assumed higher maintenance reserve

Project Contingency (10%)	\$5,485	\$0	\$9,539
TOTAL PROJECT COSTS	\$60,600	\$74,870	\$104,924

CRA		(\$74,870)	(\$104,924)
TOTAL EQUITY		(\$74,870)	(\$104,924)

(GAP)		\$0	\$0
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Daytech Limited
70 Disco Road
Toronto, ON M9W 1L9

tel 416.675-1195 daytechlimited.com

February 22, 2024

Alex Cardelle
Cambridge Redevelopment Authority
255 Main St, 8th Floor
Cambridge, MA 02142

Tel 617.492.6800
Email acardelle@cambridgeredevelopment.org

Quotation # 23-6698 Rev.1

Pedestrian Bus Shelter
71 Ames St / Cambridge MA

Thank you for your inquiry. We are pleased to provide our quote to supply a **Pedestrian Bus Shelter** for your project.

Daytech is one of North America's leading manufacturers of transit shelters, bicycle shelters kiosks, street furniture and related signage. We have well over 75,000 products installed in every corner of the continent, many in New England.

We quote as follows;

Item 1: BBC04X12N 'Avanti' Dome Roof Transit Shelter, 4' x 12'

- Canopy style layout shelter, open front with narrow side walls
 - Nominal roof size: 4' x 12'
 - Nominal footprint: 2' x 12'
- Per Daytech drawing # 4872-00 attached
- Overhanging dome roof composed of aluminum roof ribs and 1/4" (6mm) clear multiwall polycarbonate sheet
- Roof frame featuring 3 way keyed corners with 4" deep sockets for corner post
- Glazing channel with integral gasket in underside of roof framework, and pressure-fit glazing on vertical posts for fast, easy installation and elimination of exposed fasteners
- Wall panels including;
 - 3/8" (10mm) thick tempered safety glass with fired-in safety, "**2-inch Yellow Dots**" graphics
 - Back wall and partial side walls
- Surface mounted on adjustable aluminum levelling feet, 3" adjustment
- Aluminum extrusion framework with Daytech premium polyester powder coat finish
 - ⊖ Standard Daytech color: **silver, jet black or dark brown**
 - Preparation and paint to meet AAMA-2603-2 specifications
 - Optional: other colors can be supplied at additional cost. Please specify RAL color code.
- Stainless steel anchors and fasteners
- Less ad display



Daytech Limited
 70 Disco Road
 Toronto, ON M9W 1L9

tel 416.675-1195 daytechlimited.com

Quote 23-6698 Rev.1 Cambridge Redevelopment Authority / Cambridge MA / Pedestrian bus shelter
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Item 2: BE32801 'Easy Access' Bench, 4-seat

- Four person capacity, 88" long less backrest
- Seat consisting of (3) Grey "Superwood" recycled plastic slats 2" x 4"
- (5) aluminum anti-vagrant support legs / arm rests with premium polyester powder coat finish to match shelter color
- Stainless steel anchors and fasteners

Freight:

Shipment is FOB our plant, Toronto ON. All freight costs extra.

Estimated freight cost for shipment FOB site is provided, but subject to change due to the high volatility of freight costs. Shipment is by LTL enclosed van. Offloading by others.

Installation:

Not included.

Pricing:

Item	Model & description	Unit price	Qty	Extended Price
1	BBC04X12N 'Avanti' Transit Shelter, described above • 4' x 12' canopy, non-ad	\$ 8,975.00	1	\$ 8,975.
2	BE32801 'Easy-Access' Bench • 4-seat, less backrest	845.00	1	845.
3	Stamped engineers drawings • Structural engineer • MA stamp • 2-sets	1,800.00	Lot	Extra
4	Freight to site • Cambridge MA • Offloading by others	--	Lot	** 1,795.
		Total Price		US\$ 11,615.
		Taxes		Extra

**Estimated price, subject to change



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70 Disco Road
Toronto, ON M9W 1L9

tel 416.675-1195 daytechlimited.com

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General Terms and Conditions

1. Daytech shelters are factory prefabricated to customer order and specification, crated and shipped in “knock down” condition, with all necessary hardware and instructions for installation on a prepared concrete pad using standard tools and equipment. Roof ships fully assembled.
2. The following items are **not included** and will be provided by purchaser if required;
 - a. Design and supply of a suitable monolithic concrete pad. Minimum pad size should be (shelter length + 18") x (shelter width +18") x 6" minimum thickness. Asphalt or brick pavers are not suitable surfaces.
 - b. Offloading from truck
 - c. Installation
 - d. Custom paint colors
 - e. Permits of any kind (ie. building, installation, road occupancy)
 - f. Final assembly
 - g. Stamped structural engineers drawings. Quoted as an option if required.
3. Prices quoted are firm for 60 days, unless otherwise noted, and are subject to reconfirmation thereafter.
4. Standard payment terms: **50% deposit with order, balance due Net 30 days from shipment.** Subject to credit approval.
5. All taxes extra.
6. Prices are in US \$ dollars.
7. Purchaser to remit any taxes, if applicable.
8. Prices quoted are firm for 60 days, unless otherwise noted, and are subject to reconfirmation thereafter.
9. Prices quoted valid for shipment through Jun 15, 2024 and subject to change thereafter.
10. Warranty: All Daytech products are covered by Daytech’s standard 1-year limited warranty against manufacturing defects and workmanship. Please see attached warranty agreement.
11. Current estimated delivery is approximately **(12) to (14) weeks** after receipt of written purchase order, deposit payment, drawing & color approval, and is subject to confirmation at time of order.

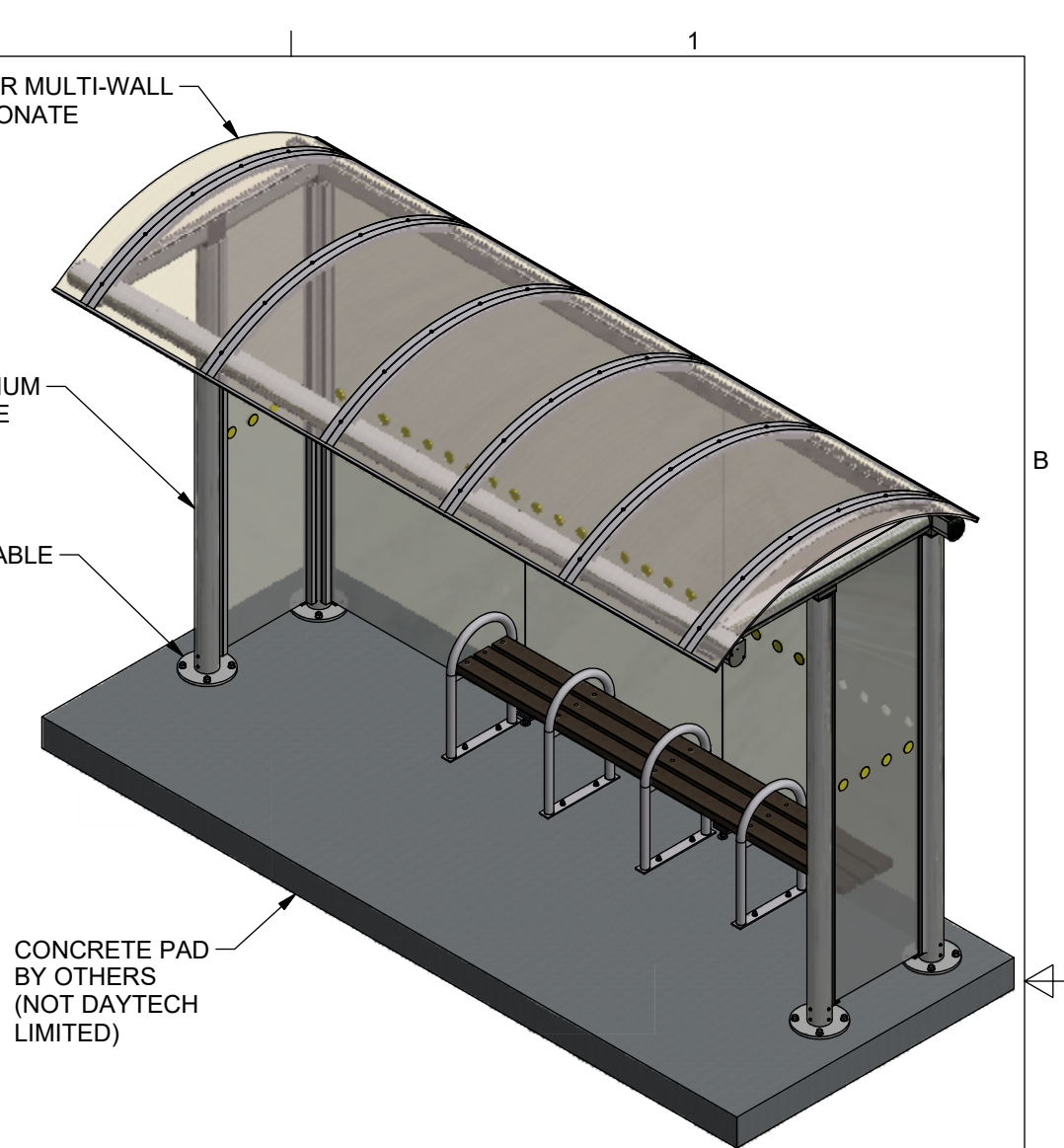
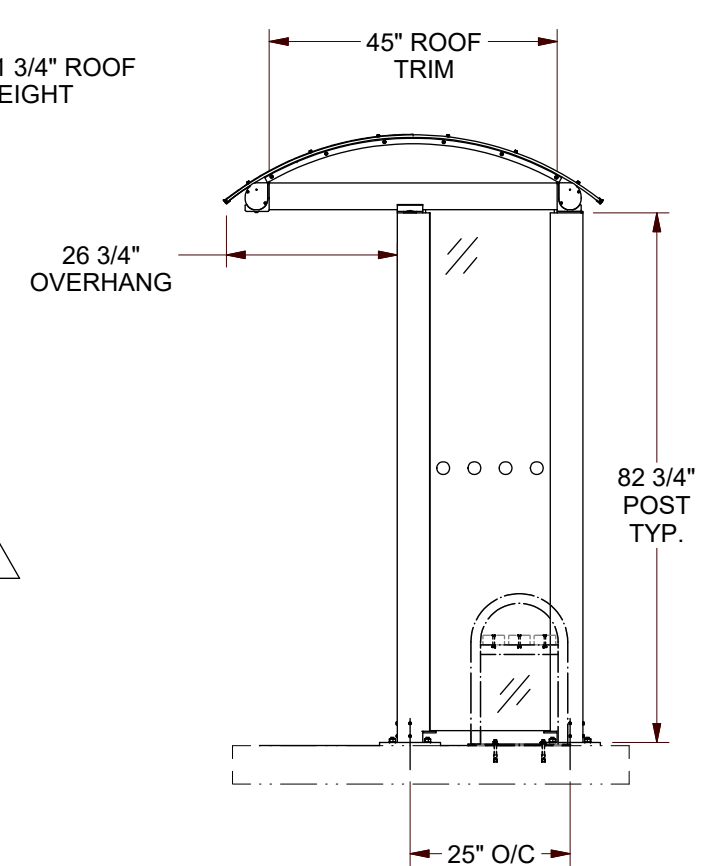
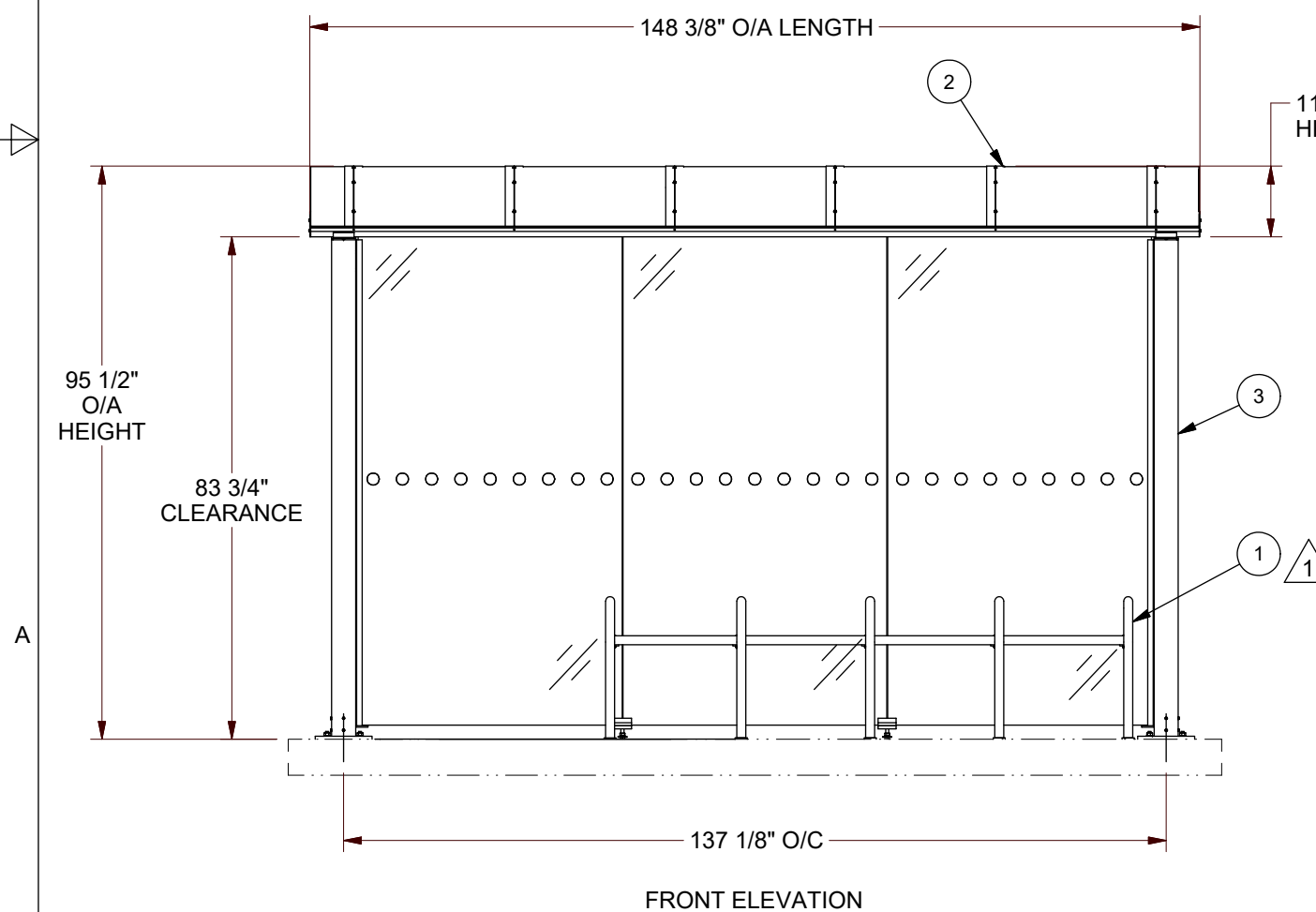
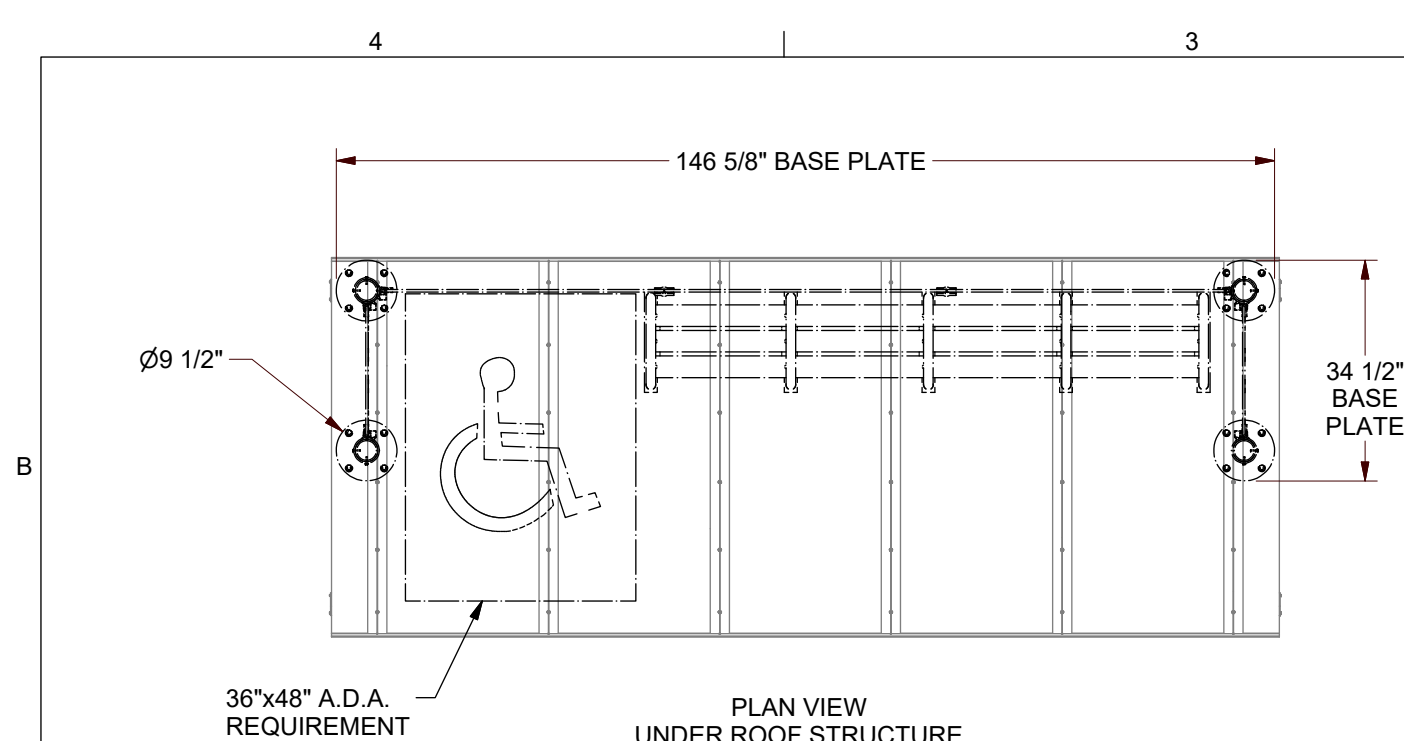
If you have any questions or concerns, please do not hesitate to contact me.

Regards,

John Duthie
VP sales and marketing

☎ 416. 675.1195 x-240 | toll-free 877.329.1907
Email jduthie@daytechlimited.com

Acceptance	
I hereby accept all terms of this proposal and authorize Daytech to begin work.	
Purchaser:	Cambridge Redevelopment Authority
Signed by:	_____
Print name:	_____
Title:	_____
Date:	_____, 20 ____



ITEM	QTY	PART NUMBER	DESCRIPTION	MATERIAL
4	16	HD1334	SCREW S/T FLAT PHLPS #14x1 1/4	410 ST ST
3	1	4872-29	2'x12' AVANTI CANOPY SHELTER LAYOUT	
2	1	4872-19	4x12 AVANTI STYLE ROOF ASSEMBLY	
1	1	3280-1	86" EASY ACCESS BENCH	



Daytech Limited
70 Disco Road, Suite #101
Toronto ON M9W 1L9
CANADA
Tel: (416) 675-1195
Fax: (416) 675-7183
Toll Free: 1-877-DAY-1907

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Title AVANTI CANOPY SHELTER 2x12 FOOTPRINT 4x12 O/ALL

No.	Date	Revision Description	By
1	02/18/21	CHG'D BENCH TO 4 SEATER	EP

Drawn By EP	Date Drawn 12/13/2007	Drawing No. 4872-00_Cambridge	Project No. CAMBRIDGE REDEVELOPMENT AGENCY
Checked By	Scale NTS		



Engineers | Scientists | Planners | Designers

99 High Street, 13th Floor, Boston, Massachusetts 02110

P 617.728.7777 F 617.728.7782 www.vhb.com

Client Authorization

New Contract

Date: October 19, 2023

Amendment No.

Project No. 87117.23

Project Name: 69 Ames Street Civil
Cambridge, Massachusetts

To: Alex Cardelle Cambridge Redevelopment Authority 255 Main Street, 8 th Floor Cambridge, MA 02142	Cost Estimate	
	Amendment	Contract Total
Labor		\$ 2,400
Expenses		\$ 120
TOTAL		\$ 2,520

Email: acardelle@cambridgeredevelopment.org

Lump Sum + Expenses

Time & Expenses

Cost + Fixed Fee

Labor Multiplier

Phone No: 617.492.6800

Estimated Date of Completion: TBD

PROJECT DESCRIPTION

The project consists of a new bus shelter proposed at approximately 69 Ames Street.

SCOPE OF SERVICES

The following scope of services include site/civil services associated with the siting for a bus shelter and foundation being constructed at approximately 69 Ames Street in Cambridge, Massachusetts by the Cambridge Redevelopment Authority (CRA), hereinafter called the "Client".

SERVICES NOT INCLUDED

- Design of foundation pad and stamped construction drawings will be provided to VHB by the Client, received from the manufacturer of the bus shelter.
- Design and detailing of anchorage to foundations will be provided by the bus shelter manufacturer.

1.0 SITE PLAN – CONSTRUCTION DOCUMENTS

VHB will develop site plans and will perform final coordination of the design documents, development of final details and preparation of the final plans suitable for bidding. The Construction Document plan set will include the following:

- Site Plan – The geometric layout and dimensional requirements of the proposed site improvements. This includes dimensional layout of the bus shelter and foundation in relation to the curb line, relocation of any existing site furnishings, and general notes to direct the contractor to repair the adjacent hardscape to match existing conditions.
- Site Details – Site specific details will be provided to allow for additional clarification of the above referenced plans, as necessary.

Project Base Plan Information: VHB received permission from Boston Properties to use existing conditions survey of the project area that was prepared for Boston Properties 88 Ames Street project. The survey was prepared on January 8, 2016 and is titled "Ames Residential". VHB will field check the project area to verify built conditions and will note any discrepancies on the design drawings.

VHB's labor estimate for this task is \$2,400

RIGHT TO RELY

It is understood that VHB will perform services under the sole direction of the Client. The Client shall provide VHB with project-related technical data including, but not limited to, the following:

- Permissions to access the Site and surrounding areas as necessary.
- Copies of available previous surveys, subdivision plans and site plans of the Site and surrounding areas as necessary.
- Project-related technical data including any historical reports, and all other relevant data pertaining to conditions of the site.

VHB shall be entitled to rely upon the accuracy and completeness of information furnished by the Client as well as other members of the Project Team in connection with the performance of services under this Agreement. VHB will not, as part of this Agreement, independently verify the accuracy and completeness of work prepared by other members of the Project Team.

SERVICES NOT INCLUDED

The following services are not anticipated and/or not included in this Agreement at this time:

- Material or soil testing
- Design or details for anchorage of bus shelter to foundation
- Structural design or detailing of any items
- Building permit construction control documentation
- Roadway modifications or improvements
- Permitting Services
- Construction Phase Services

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

The Client and no other party may rely upon the documents prepared by VHB. The Client understands that VHB is providing the limited services above. As such, VHB shall not be liable for any unknown or unforeseen circumstances which may affect the Client's purchase, sale or development of the site.



COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a Lump Sum basis invoiced by percentage complete. The Labor Fee for VHB's staff time for this Scope of Services is allocated approximately as noted.

Task	Description	Estimated VHB Labor Fees
1.0	SITE PLAN – CONSTRUCTION DOCUMENTS	\$ 2,400
TOTAL ESTIMATED VHB LABOR FEES		\$ 2,400
EXPENSES		\$ 120
TOTAL ESTIMATED VHB LABOR FEES & EXPENSES		\$ 2,520

REIMBURSABLE EXPENSES

In addition to the labor compensation, VHB shall be reimbursed for expenditures made specifically for the project such as: printing and reprographics; travel and subsistence; computer charges; telephone charges; shipping, postage, and courier service charges; purchase of maps or similar documents; etc. These direct expenses will be billed at cost plus 10%. If subconsultants and subcontractors are engaged by VHB for this project, and are therefore under contract to VHB, their services will be invoiced at 1.10 times their actual cost. This adjustment covers the additional expense of coordination/administration.

For budgeting purposes, VHB have assumed an expense budget of approximately 5% of the total labor costs, excluding subconsultant services, or approximately \$120.

Authorization Next Page



Prepared by: J. Moser, PE

Document Approval: Mark Junghans

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions

Subject to terms & conditions in our original agreement dated

VANASSE HANGEN BRUSTLIN, INC. AUTHORIZATION

CLIENT AUTHORIZATION (Please sign original and return)

By:  _____

By: _____

Print: Mark Junghans _____

Print: _____

Title: Principal _____

Title: _____

Date: October 20, 2023 _____

Date: _____



STANDARD TERMS AND CONDITIONS. The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

SCOPE OF SERVICES. VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

PERFORMANCE STANDARDS. VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

SCHEDULE. VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

PAYMENT. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

OWNERSHIP OF WORK PRODUCT. All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

CERTIFICATIONS. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

INSURANCE. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

INDEMNITY. Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE

SAFETY. VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

ALLOCATION OF RISK. In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

DISPUTE RESOLUTION. All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

LEGAL SUPPORT. To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

DESCRIPTIVE HEADINGS AND COUNTERPARTS. The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

EXCLUSIVE REMEDIES. In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

NO THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

SEVERABILITY. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

TAXES. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

PROJECT SPECIFIC PROVISIONS. To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

AMERICANS WITH DISABILITIES ACT (ADA). Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

CLIMATE CHANGE/FLOOD ANALYSIS. Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

CONSTRUCTION PHASE SERVICES

SITE VISITS. VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for



the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

SHOP DRAWINGS. VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

GEOTECHNICAL SERVICES. Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

TANK INSPECTION. Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS. In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.
FLORIDA STATUTES SECTION
558.0035 (2013), AN INDIVIDUAL
EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR
ECONOMIC DAMAGES RESULTING
FROM NEGLIGENCE OCCURRING
WITHIN THE COURSE AND SCOPE
OF THIS AGREEMENT.**

CAMBRIDGE
COMMUNITY
LEARNING CENTER

CAMBRIDGE NEIGHBORHOOD NEWSFEED

Jan 24th

177°
43°
Springfield

Transit

Timetables are provided and do not reflect any real-time updates.



102

to North Station

BUS @ 10:01 @ 10:21



D-LINE

to Key City via
Dartmouth

RAIL @ 10:01 @ 10:21



102

to North Station

BUS @ 10:01 @ 10:21



E-LINE

to North Station

RAIL @ 10:24 @ 11:24



102

to North Station
via
Key

BUS @ 10:24



F-LINE

to North Station

RAIL @ 10:24 @ 11:24



24

to North Station

BUS @ 10:34



MIABRK

to North Station

BUS @ 10:24 @ 11:24



MIACOR

to North Station

BUS @ 10:34

Opinion

What are your Spring Break Plans?

Going to a beach
Article of 2/27/21

Decision baby!
Article of 2/24/21

Going to relax on a beach somewhere. Not
sure where yet, but the ocean is calling me
Article of 1/24/21 See Also 3

Local News

14 More



Neighborhood Workshop 2021

By Bill Fox 2/27
To further promote neighborhood engagement
the City of Springfield is hosting a Neighborhood
Workshop on Tuesday Oct.

Springfield Begins Multi-Mile Road Project

By Bill Fox 2/27
Contractors will begin work on a multi-mile
roadway improvement project in Springfield
starting Tuesday, Sept. 21 with milling and

Springfield Passes Ordinance for Golf Carts

