

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
THE DEPARTMENT OF CONSERVATION AND RECREATION
THE BOSTON REDEVELOPMENT AUTHORITY D/B/A BOSTON PLANNING AND DEVELOPMENT
AGENCY AND PRESIDENT AND FELLOWS OF HARVARD COLLEGE
CONCERNING THE
HARVARD CONTRIBUTION OF FUNDS FOR IMPROVED PEDESTRIAN CROSSINGS AT SOLDIERS
FIELD ROAD IN ALLSTON**

WHEREAS, DCR, the BRA, and Harvard, all as defined below and collectively, the “Parties”, enter into this Memorandum of Agreement (the “MOA”) as of this 18th day of January, 2018;

WHEREAS, the Department of Conservation and Recreation (“DCR”), having a principal office address at 251 Causeway Street, Suite 600, Boston, MA 02114, is a state agency of the Commonwealth of Massachusetts, and acting under authority of Chapters 21 and 92 of the General Laws and all other statutory authority so enabling, has care and control of Herter Park, Soldiers Field Road, and the portion of Everett Street between Western Avenue and Soldiers Field Road, all in the City of Boston;

WHEREAS, the Boston Redevelopment Authority (the “BRA”), is a public body politic and corporate, organized and existing pursuant to Chapter 121B of the Massachusetts General Laws, as amended, with a principal place of business of One City Hall Square, Boston, Massachusetts 02201-1007, d/b/a the Boston Planning and Development Agency, its successors and assigns;

WHEREAS, President and Fellows of Harvard College (“Harvard”), is an educational and charitable organization existing under the laws and Constitution of the Commonwealth of Massachusetts and having an address c/o Harvard Planning Office, Smith Campus Center, Suite 573, 1350 Massachusetts Avenue, Cambridge, MA 02138;

WHEREAS, Harvard, pursuant to the Cooperation Agreement for Harvard University’s Campus in Allston Institutional Master Plan between Harvard and the BRA dated July 10, 2014 (“Cooperation Agreement”), has funded the Soldiers Field Road Crossing Study: Summary of Findings (“Feasibility Study”) that was completed in July, 2015 and presented to the Harvard-Allston Task Force (“Task Force”), a BRA-appointed advisory body, on September 9, 2015. At a meeting on December 3, 2015 the Task Force expressed support for moving ahead with the design process for, and construction and implementation of, the two crossings of Soldiers Field Road recommended in the Feasibility Study, namely a modified bridge crossing at Telford Street and an at-grade crossing at Everett Street (the “Crossings”) as indicated in the Feasibility Study’s executive summary attached hereto as Exhibit A and generally shown on the plan attached hereto as Exhibit B;

WHEREAS, pursuant to the Cooperation Agreement, Harvard has agreed to contribute up to \$3,350,000 (the “Harvard Contribution”) for the design, permitting, construction and implementation of the Crossings at Soldiers Field Road in Allston. The permitting, construction, and implementation of an agreed-upon design for the Crossings, the process for which is further described in this MOA, shall be referred to herein as the “Project”; and

NOW, THEREFORE, in order to define the roles and responsibilities of the parties to this MOA for design, permitting, and construction of the Project, the Parties agree as follows:

I. General Provisions

- 1.01 The Parties share the goal of completing the implementation of the Project during calendar year 2019 and further agree that the design process should be completed during calendar year 2018. It is the goal of all Parties to achieve a construction start during calendar year 2018; however, completion of design and engineering, and consent by all Parties to move ahead with the proposed design, is necessary by December 31, 2018 at the latest in order to allow adequate time for DCR to prepare design contract documents, bid the construction work, and make other necessary arrangements to facilitate construction of the Project during calendar year 2019.
- 1.02 The Parties agree that, in addition to other meetings and communication, they will convene a meeting within 15 days of the end of every quarter (“Quarterly Update”) for the duration of the design and construction of the Crossings, with the goal of ascertaining the status of ongoing work and agreeing to a work plan for the following quarter (“Quarterly Work Plan”).
- 1.03 As set forth in the Feasibility Study, the Project includes the design, permitting, and construction of approaches to the Crossings, including improvements on land owned by Harvard at the property with an address of 1230 Soldiers Field Road to create a multi-use path. Subject to its approval of the design of the Crossings as set forth in this MOA, Harvard intends to grant to DCR an easement, in the approximate location shown on Exhibit B hereto (the “Harvard Easement Area”), allowing DCR to construct, use, operate, maintain and repair such improvements, and allowing access by the general public, within the Harvard Easement Area (the “Harvard Easement”). The Parties acknowledge that the Feasibility Study identified the need for additional analysis in order to finalize the layout of Everett Street and the adjacent properties, and that this additional analysis will determine the location and dimensions of the Harvard Easement Area, which shall in all events be subject to Harvard’s approval in its sole discretion. Harvard acknowledges that its grant of the Harvard Easement will be separate from and addition to the monetary Harvard Contribution described herein.
- 1.04 In accordance with existing statutes, regulations, rules and policies applicable to acquisitions of interests in land by DCR, DCR shall not perform any work within land owned by Harvard prior to Harvard’s grant of the Harvard Easement. The form of easement shall be mutually agreed upon by Harvard and DCR, and shall not include indemnification and affirmative obligations of DCR except as otherwise agreed to by DCR, provided however that DCR shall comply with the insurance requirements set forth in Section 7.02 and all other provisions of this MOA relating to the exercise of DCR’s rights under the Harvard Easement.

- 1.05 Harvard shall provide to DCR a title examination and certification, prepared by a Massachusetts licensed attorney in good standing in accordance with specifications applicable to DCR, certifying good, clear of record and marketable title in the Harvard Easement Area, free from all encumbrances that could interfere with the duration or rights granted in the Harvard Easement or create obligations or liabilities for DCR.
- 1.06 The Parties agree that the primary goal of this MOA is to implement the two Crossings identified in the Feasibility Study, namely a modified bridge crossing at Telford Street and an at-grade crossing at Everett Street, as well as the improvements to be constructed within the Harvard Easement Area, subject to the development of the scope of the Project as set forth in this MOA. The Parties further agree that a portion of the Harvard Contribution may be used to fund the survey and design of additional approaches to the Crossings. These approaches include, but are not limited to, the DCR-owned sidewalk on the western side of Everett Street north of Western Avenue, the City of Boston Public Works yard adjacent to that sidewalk, the Western Avenue pedestrian crossings at Everett Street and Telford Street, improved pedestrian facilities within Herter Park, and the City of Boston sidewalk on the eastern side of Telford Street north of Western Avenue. Notwithstanding the foregoing, DCR shall have no obligation under this MOA to implement any work on lands and easement areas not under the care and control of DCR.
- 1.07 The Parties agree that the Harvard Contribution will not be used for construction of any element of the Project, until and unless the Parties have determined, based on review of the construction contracts and consideration of a reasonable contingency reserve, that sufficient funds are available for the construction of the agreed-upon Project design.
- 1.08 If any unexpended funds remain after the completion of construction of the Project, and after a final accounting by DCR, including with regard to change orders and resolution of any claims, then DCR shall promptly return to the BRA all unexpended funds.
- 1.09 Harvard and the BRA acknowledge that, in accordance with the terms of the Cooperation Agreement, any portion of the Harvard Contribution not used to finance design, permitting, construction and implementation of the Project, such as those described in Paragraph 1.06, may be reallocated to other benefits agreed upon by the BRA and Harvard after discussions with the Task Force.

II. Initial Transfer of Funds

- 2.01 Harvard and the BRA acknowledge that Harvard has fulfilled its obligation to fund the Feasibility Study of potential improvements to the Crossings pursuant to the terms of the Cooperation Agreement.

- 2.02 Harvard agrees to transfer the entire \$3,350,000 of the Harvard Contribution to the BRA within thirty (30) days of the effective date of this MOA. Harvard's transfer of the Harvard Contribution will satisfy in full Harvard's obligations under Section B(1)(b) of the Cooperation Agreement.
- 2.03 The BRA agrees to transfer \$500,000 ("Initial Transfer") to DCR in a timely fashion following receipt of the Harvard Contribution from Harvard to enable DCR to retain design and engineering services to advance the design, permitting and cost estimate for the Project (the "Preliminary Design Work"). Any portion of the Initial Transfer that is not allocated to these purposes shall be applied to implementation and/or construction of the Project, or other related uses to be agreed to by the Parties; or, in the alternative, if for any reason the Parties, after the Preliminary Design Work is reviewed, agree that the Project is not feasible and cancel (in conformance with this agreement), DCR will promptly return any unexpended and unencumbered funds from the Initial Transfer to the BRA to be reallocated pursuant to Section 3.04.
- 2.04 DCR will consult with Harvard and the BRA regarding the scope of services for the Preliminary Design Work. The Parties agree that an early priority task for the scope of services is to undertake the analysis and conceptual design of the accessible ramp providing access to and from the Telford Street overpass to Telford Street, with the goal of providing sufficient information for the Parties to begin discussions with the Skating Club of Boston in connection with a potential contribution of property necessary to widen Telford Street to the east.
- 2.05 DCR shall deposit all funds received from the BRA, including the Initial Transfer, into the Conservation Trust, established under section 1 of Chapter 132A of the General Laws, and funds shall be expended by DCR solely for the design and construction of the permitted, final design of the Project in accordance with laws applicable to DCR, including for the bidding and expenditure of public funds.

III. Design Process

- 3.01 DCR agrees to use the Initial Transfer to bid a firm, within forty five (45) days of receipt of the funds, to complete the Preliminary Design Work, as well as any other initial services deemed necessary to advance the design of the Project and the overall goals set forth in this agreement.
- 3.02 The BRA and Harvard shall have the right to review and approve the design of the Project at the 25%, 50%, 75% and 90% design level and to enlist the assistance and advice of other City of Boston agencies as necessary, including but not limited to the Boston Transportation Department, Public Works Department, Parks and Recreation Department, and Public Improvements Commission. The Parties agree that DCR will convene and facilitate review of the design of the Project at the 25%, 50%, 75%, and 90% design phases. Paragraph 5.01 sets forth additional detail on the 75% design review. The Parties agree that the design must be consistent with the goals and guidelines set forth in DCR's publication Historic

Parkway Preservation Treatment Guidelines, March 2007. The 25% design materials will include a statement of the character of Soldiers Field Road with reference to DCR's guidelines and the ways in which the design is consistent with that character.

- 3.03 The Parties further agree that following review of the 25% design, DCR shall develop cost estimates for the agreed-upon design, with the goal of determining if the Harvard Contribution will be sufficient to cover the entire cost of implementation of the Project and plan accordingly.
- 3.04 The Parties acknowledge that there are currently no additional sources of funding other than the Harvard Contribution to cover design and implementation of the Project and any related improvements agreed to by the Parties. If it is apparent at the 25% design stage that the Harvard Contribution will not be sufficient to cover the cost of the Project, DCR will use best efforts to secure additional funds to fully fund the Project. If no such funding is identified, then at an appropriate time the Parties will solicit public input to determine what element(s) of the Project could reasonably be funded by the Harvard Contribution so as to move forward with those elements; or, in the alternative, to determine, after discussion with the Task Force, how to reallocate the unexpended and unencumbered portion of the Harvard Contribution to other community benefits.
- 3.05 The Parties further agree that, in the event that DCR does not make adequate progress by December 31, 2018 towards the goals established in Paragraph 1.01, or does not complete the work set forth in a Quarterly Work Plan and/or in any subsequent agreement among the Parties, Harvard and the BRA, by mutual agreement, shall have the right to terminate this MOA upon thirty days prior written notice to DCR (during which DCR shall have the right to cure any such default) and, upon such termination becoming effective, the DCR shall promptly return any and all unexpended and unencumbered funds from the Initial Transfer or any subsequent transfer, to the BRA, and the BRA and Harvard shall have the right to determine, after discussion with the Task Force, how to reallocate the unexpended and unencumbered portion of the Harvard Contribution to other community benefits.

IV. Public Outreach and Collaboration with Stakeholders

- 4.01 The Parties agree that the public will be given regular updates on progress made towards fulfillment of the terms of this MOA. It is the sole responsibility of DCR to ensure that information on the design and construction process is available to the public in a timely fashion and is readily available. The BRA and Harvard will collaborate to facilitate regular updates through the Task Force. It is anticipated that there will be three (3) public meetings to inform the public and solicit input during the design phase, at the 25%, 50%, and 75% design stages.
- 4.02 The Parties agree that DCR will make reasonable efforts to take into account the interests of abutting property owners on Telford Street and Everett Street and the

Parties acknowledge that conversations have been held with The Davis Companies, The Skating Club of Boston, Boston Public Works Department and the Boston Public Improvement Commission (“PIC”) in order to understand and evaluate issues related to their interests and ongoing efforts to widen the Telford Street right-of-way. Nothing herein shall create any rights, interest or standing in any such abutting owners to enforce this MOA.

V. Final Design Approval, Bidding of Contract, and Subsequent Transfers of Funds

- 5.01 When the design of the Project has advanced to 75%, DCR will convene a meeting to review the design with Harvard, the BRA, and any City of Boston agencies deemed necessary by the BRA. The Parties will review the 75% design, proposed construction schedule, and updated cost estimates (“75 Percent Plans”). Within ten (10) business days, Harvard and BRA staff will communicate to DCR their approval of the 75 Percent Plans or, in the alternative, their disagreement with one or more elements of the design. Such disagreement may include concern about the ability to fund the cost of implementation of the Project with the Harvard Contribution plus any supplemental funds identified pursuant to Paragraph 3.04. In the event of any disagreement, the Parties shall convene a meeting within ten (10) business days. Harvard, DCR, and the BRA shall not unreasonably withhold or delay approval of the 75 Percent Plans but reserve the right to offer a proposal to proceed with construction of only certain elements of the Project in order to ensure that construction costs plus a reasonable contingency reserve do not exceed the total remainder of the Harvard Contribution plus any supplemental funds; however, if the Parties are still in disagreement after that meeting, then the BRA or Harvard reserve the right to cancel the Project. Harvard and the BRA will then negotiate in good faith to determine alternative uses for the balance of the Harvard Contribution. DCR shall promptly return to the BRA all unexpended and unencumbered funds theretofore transferred by the BRA to DCR.
- 5.02 To the degree that the approved 75 Percent Plans require that additional land be added to the Telford Street right-of-way, the BRA, in collaboration with other City of Boston agencies, will be responsible for negotiating with and securing the agreement of relevant parties such as the Skating Club of Boston before any additional transfer of funds or bidding of the construction work. The Parties agree that neither DCR, Harvard, the BRA, nor the City of Boston has committed any financial resources to secure the necessary property interest. The Parties acknowledge that DCR cannot undertake work upon any land not under DCR’s care and control without an appropriate authorization or interest in land, and that the failure to secure such at no cost to DCR could require additional costs or delays in connection with modifying the design and bidding the work.
- 5.03 To the degree that, despite good faith efforts, the BRA, Harvard, and the City of Boston are unable to reach agreement on any land donation, easement, or other arrangement necessary to implement the Project, the Parties agree that they will continue to collaborate to seek an alternative design that would not require any such arrangement. In the absence of any mutually agreeable alternative design,

Harvard and the BRA will negotiate in good faith and in consultation with the Task Force to determine alternative uses for the Harvard Contribution.

- 5.04 Harvard and the BRA reserve the right to enter into any additional agreements deemed necessary with DCR or other parties, prior to transfer of funding for bidding, construction and implementation of the Crossings. The Parties acknowledge that it is likely that additional agreements may be necessary in order to implement the Project; however, DCR shall have no obligation to enter into any additional agreements.
- 5.05 DCR shall transmit the design plans and specifications (“Final Plans”) for the Project to Harvard and the BRA. Harvard and the BRA shall indicate their approval of or disagreement with the Final Plans within ten (10) business days.
- 5.06 When the Parties have indicated their approval of the Final Plans and any subsequent agreements deemed necessary are executed, the BRA will transfer to DCR sufficient funds to cover DCR’s good faith engineering estimate of the costs to complete construction of the Final Plans, including a 10% contingency or such contingency as is agreed to by all Parties, and taking into consideration any supplemental funds identified to support the Project (the “Second Transfer”). The Second Transfer shall be made prior to DCR bidding the construction of the approved design and placing notice in the Central Register in accordance with applicable law.
- 5.07 It is the goal of all the Parties that the Final Plans can be fully implemented with the funds available through the Harvard Contribution along with any supplemental funds identified to support the Project. Therefore, Harvard and the BRA reserve the right throughout the design process, and particularly at the point of review and approval of the 75 Percent Plans as described in Paragraph 5.01, to take any reasonable steps to meet this goal, including but not limited to proposing modifications to the design and/or scope of the project in order to limit the total cost.
- 5.08 If the entire Harvard Contribution has not been transferred to DCR, and DCR determines that additional funds beyond the Second Transfer are required, then DCR shall certify to the BRA in writing the amount of the additional funds required, provided, however, that the additional funds do not exceed the remainder of the Harvard Contribution held by the BRA (the “Additional Transfer(s)”).
- (a) If, after DCR bids the Project and based upon the bids, DCR determines that an Additional Transfer is required, then within 21 days of its receipt of certification by DCR of the additional funds required, the BRA shall either (i) transfer the Additional Transfer, plus a contingency equal to 10% of the additional funds required, to DCR in full, or (ii) notify DCR that the BRA has elected not to transfer the Additional Transfer. If the BRA does not transfer the Additional Transfer, plus the additional 10% contingency within said twenty one-day period, DCR may cancel the Project and return any and all

unexpended and unencumbered funds previously transferred to the BRA without further obligation or liability of either DCR or the BRA.

- (b) If additional funds, such as funds required by change orders, are necessary to complete the Project, as determined by DCR, DCR shall notify the BRA in writing of those costs and will provide the BRA with a written explanation of the additional costs together with copies of all approved change orders. The BRA shall provide the Additional Transfer to DCR within 21 days after the BRA's receipt of DCR's written notice and explanation; provided, however, that such Additional Transfer does not exceed the remainder of the Harvard Contribution held by the BRA.

5.09 Notwithstanding any provision herein to the contrary, neither Harvard nor the BRA has any obligation to provide additional funds in excess of the Harvard Contribution. If additional funds in excess of the Harvard Contribution are required to complete the Project, DCR will use best efforts to secure those funds.

5.10 Following the Second Transfer, DCR will proceed in a timely fashion, within sixty (60) days, to bid a general contractor through its standard bidding process.

VI. Construction and Performance of Work

6.01 The Parties share the goal of completing construction of the Project during calendar year 2019 and commit to developing a construction schedule that will facilitate that goal.

6.02 It is DCR's sole responsibility to secure any necessary permits and other approvals necessary to enable the construction of the Project. In addition to any other necessary permits and approvals, DCR is responsible for securing approval from the PIC for any elements of the Project upon City of Boston rights of way.

6.03 All work shall be in substantial accordance with the Final Plans and the construction and installation schedule, all of which shall have been previously approved by the BRA prior to the Second Transfer, such approval not to be unreasonably withheld or delayed. DCR shall use good faith efforts to diligently and continuously pursue completion of the Project once commenced.

6.04 If for any reason DCR is not able to proceed with the construction and completion of the Project pursuant to the terms of this MOA and/or any subsequent agreements, DCR shall promptly return to the BRA all unexpended and unencumbered funds theretofore transferred by the BRA to DCR. The BRA shall complete any paperwork reasonably necessary for DCR to process a check through the state finance system, including but not limited to a Massachusetts standard W-9 form.

6.05 If DCR, or the BRA and Harvard, terminate the MOA or any subsequent agreement, or if for any other reason DCR does not complete the Project pursuant to the terms of this MOA and/or any subsequent agreements or schedules agreed to

under the terms herein, DCR shall promptly return to the BRA all unexpended and unencumbered funds theretofore transferred by the BRA to DCR. However, the Parties acknowledge that once DCR awards a construction contract the funding associated with the contract is considered encumbered. DCR shall use reasonable efforts to terminate the construction contract and shall return to the BRA all funds available and remaining from the Harvard Contribution following termination of the contract, less any costs associated with terminating the construction contract, including in connection with payment of, without limitation, any claims or demands for contract damages, delay damages and costs, permit compliance, and winding down partially completed work.

- 6.06 In the event that the DCR-awarded construction contract is terminated, DCR shall return to the BRA all funds available and remaining from the Harvard Contribution as further set forth in Section 6.05 above.
- 6.07 DCR will notify Harvard and the BRA in a timely fashion of all significant meetings with the construction team, including pre-construction planning meetings, any initial “kickoff” construction meeting, major site visits, coordination meetings, or inspections, and any final walkthrough or inspection. DCR will prepare minutes for any such meetings, site visits, walkthroughs, and/or inspections and will provide these prepared minutes to Harvard and the BRA in a timely fashion.
- 6.08 In addition, Harvard and the BRA reserve the right to coordinate with DCR regular site visits and briefings with the construction team.
- 6.09 Consistent with Paragraph 5.08(b), DCR will inform Harvard and the BRA of any change orders or other deviations from the Final Plans as approved. Harvard and the BRA reserve the right to request additional information or a meeting with DCR to discuss any proposed changes.

VII. Additional Provisions

- 7.01 DCR will provide documentation to the BRA and Harvard, on a quarterly basis, of expenditure of the Initial Transfer and all subsequent funds expended under the terms of this MOA. At the conclusion of construction of the Project, DCR shall submit to the BRA and Harvard a final accounting of all funds expended.
- 7.02 The Parties agree and acknowledge that neither Harvard and BRA becoming a party to this MOA nor Harvard and the BRA’s role in funding the construction and completion of the Project shall render Harvard or the BRA liable, responsible, or obligated, in any manner or to any extent, for any demands, claims, causes of action (whether in contract, tort or otherwise), fines, penalties, payments, losses, damages, liabilities, costs, fees, or expenses (including, without limitation, attorneys’ fees and disbursements) that may be made, suffered, sustained, or incurred by DCR, but subject to the Harvard Contribution provided to DCR being allocated to such costs (it being understood DCR has no funds appropriated for the

purposes of this MOA), or any other party in respect of, as a result of, in connection with, or by reason of the construction and completion (and subsequent maintenance) of the Project. The Parties agree and acknowledge that neither DCR becoming a party to this MOA nor DCR's role in designing, constructing and otherwise completing or maintaining the Project shall render DCR liable, responsible, or obligated, in any manner or to any extent, for any demands, claims, causes of action (whether in contract, tort or otherwise), fines, penalties, payments, losses, damages, liabilities, costs, fees, or expenses (including, without limitation, attorneys' fees and disbursements) that may be made, suffered, sustained, or incurred by BRA, Harvard or any other party in respect of, as a result of, in connection with, or by reason of the construction and completion (and subsequent maintenance) of the Crossings. DCR shall require that in its construction bid specifications that all contractors and subcontractors engaged by DCR to perform work on the Project shall secure and keep in force commercially reasonable insurance naming the BRA and Harvard as additional named insureds. The insurance requirements contained in DCR's standard construction specifications shall be considered commercially reasonable.

- 7.03 Nothing in this MOA, except as expressly stated, shall be construed to diminish, enlarge or modify any right or liability of any of the Parties, or (in any event) create liability on the part of any public agency or private person for the act or omission of another public agency or a private person. Nothing in this MOA shall be construed to amend, repeal or otherwise alter the jurisdiction of the BRA, DCR, or any public agency. Nothing herein shall create any rights or interest in publicly or privately owned lands by any person or entity.
- 7.04 Nothing in this MOA shall require DCR to expend any state funds, and all obligations of DCR are subject to appropriation and availability of funds. The Parties acknowledge that DCR has no funding appropriated for the design, construction of any of the improvements described in this MOA or for the acquisition of any interests in land in connection with the MOA.
- 7.05 The effective date of this MOA shall be the date of execution by the last of the Parties to sign. The MOA shall remain in effect from the effective date and shall expire one year following completion of construction of the Project unless earlier terminated by the Parties. The Parties agree that this MOA may only be amended in writing signed by the Parties.
- 7.06 Any notice given pertaining to this MOA shall be sent in writing, by hand delivery, by certified mail, return receipt requested, or by a nationally recognized overnight courier, to the following representatives of the Parties:

For DCR:

Department of Conservation and Recreation
Commissioner
251 Causeway Street, Suite 600
Boston, Massachusetts 02114

And to:

Department of Conservation and Recreation
Attn: Chief, Division of Planning and Engineering
Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston, Massachusetts 02114

And to:

Department of Conservation and Recreation
Attn: General Counsel
Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston, Massachusetts 02114

For Harvard:

Harvard Planning Office
Smith Campus Center, Suite 573
1350 Massachusetts Avenue
Cambridge, MA 02138
Attn: Joseph Beggan

And to:

Harvard Public Affairs and Communications
114 Mt. Auburn Street, Sixth Floor
Cambridge, MA 02138
Attn: Mark Handley

And to:

Harvard Office of the General Counsel
Smith Campus Center, Suite 980
1350 Massachusetts Avenue
Cambridge, MA 02138
Attn: Real Estate Counsel

For the Boston Redevelopment Authority:



Boston Planning and Development Agency
One City Hall Square
Boston, MA 02201-1007
Attention: Director's Office

And to:


Boston Planning and Development Agency
One City Hall Square
Boston, MA 02201-1007
Attention: General Counsel

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above set forth.

<p>DEPARTMENT OF CONSERVATION AND RECREATION</p>  <hr/> <p>Leo P. Roy, Commissioner Department of Conservation and Recreation 251 Causeway Street Boston, Massachusetts 02114</p> <p>Date: <u>1/9/18</u></p>	<p>BOSTON REDEVELOPMENT AUTHORITY</p>  <hr/> <p>Brian P. Golden, Director Boston Planning and Development Agency One City Hall Square Boston, MA 02201-1007</p> <p>Date: <u>16 JAN 2018</u></p>
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PRESIDENT AND FELLOWS OF HARVARD COLLEGE

By: 
Katherine N. Lapp, Executive Vice President

Date: 1/8/18

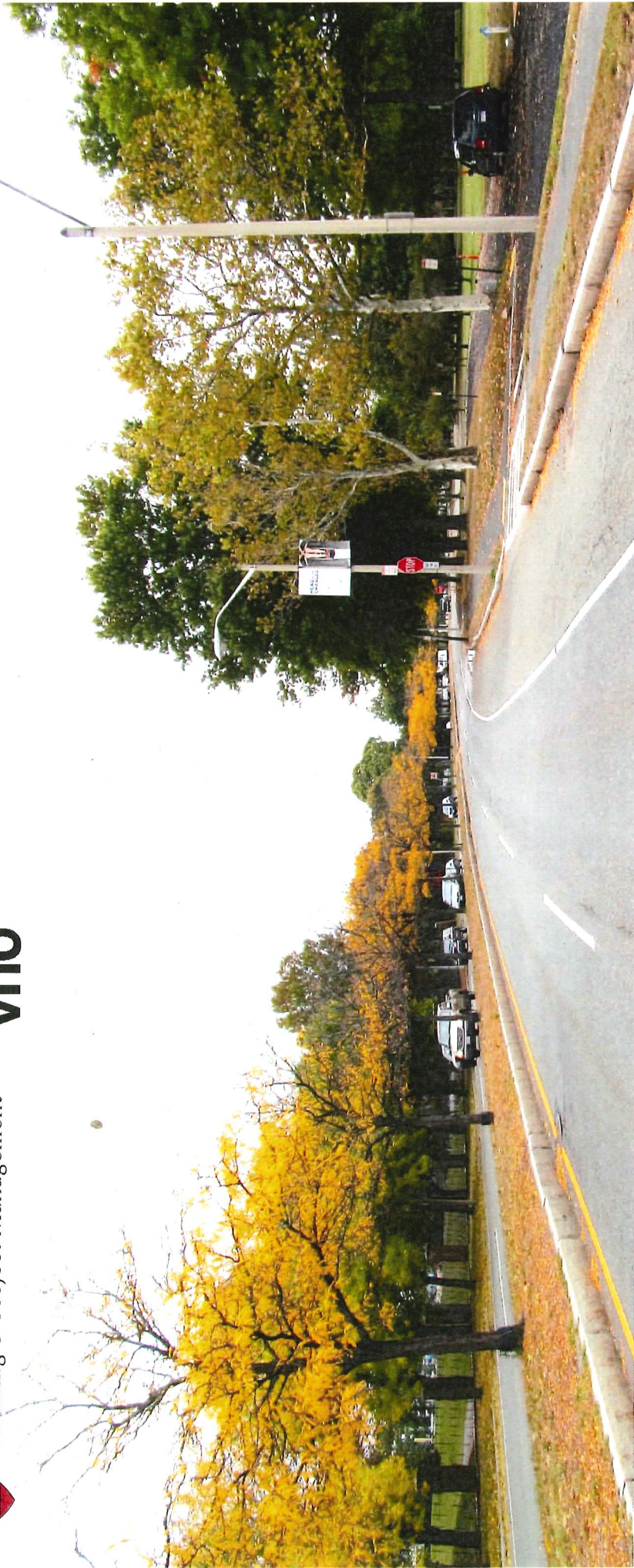
EXHIBIT A

[Attached hereto]



HARVARD

Planning & Project Management



Soldiers Field Road Crossing Study: Summary of Findings

July 8, 2015

Sections

1. Purpose
2. Cooperation Agreement
3. Summary
4. Study Area
5. Existing Activity Generators
6. Transportation Conditions
7. Urban Design Context
8. Case Studies & Lessons Learned
9. Alternatives
10. Next Steps

1. Purpose

The purpose of this study is to support Harvard University's commitment as part of its 2014 Institutional Master Plan (IMP) Cooperation Agreement to evaluate improvements to pedestrian and bicycle access between the Charles River Reservation and adjacent residential neighborhoods.

- Document existing conditions
- Evaluate the feasibility of crossing locations and options

2. Cooperation Agreement

"The Applicant shall participate in the evaluation of improving pedestrian and bicycle access between the Charles River Reservation and adjacent residential neighborhoods through crossings of Soldiers Field Road. This task will include an initial study phase to be conducted in 2014 followed by an implementation phase.

In the feasibility study phase, Harvard University will work with the Department of Conservation and Recreation ("DCR") and the City of Boston to develop a scope and implement a study of pedestrian and bicycle crossings along Soldiers Field Road between Market Street and the Eliot Bridge. The study will describe existing conditions and evaluate the feasibility of providing at-grade crossings at up to three locations. The findings of the study will be reviewed by DCR, the City of Boston, the Task Force, and the community.

For the implementation phase, the steps will be determined based on the review by and recommendations of the City of Boston and the Task Force, and will be decided by DCR which owns and operates the roadway system and adjacent parkland.

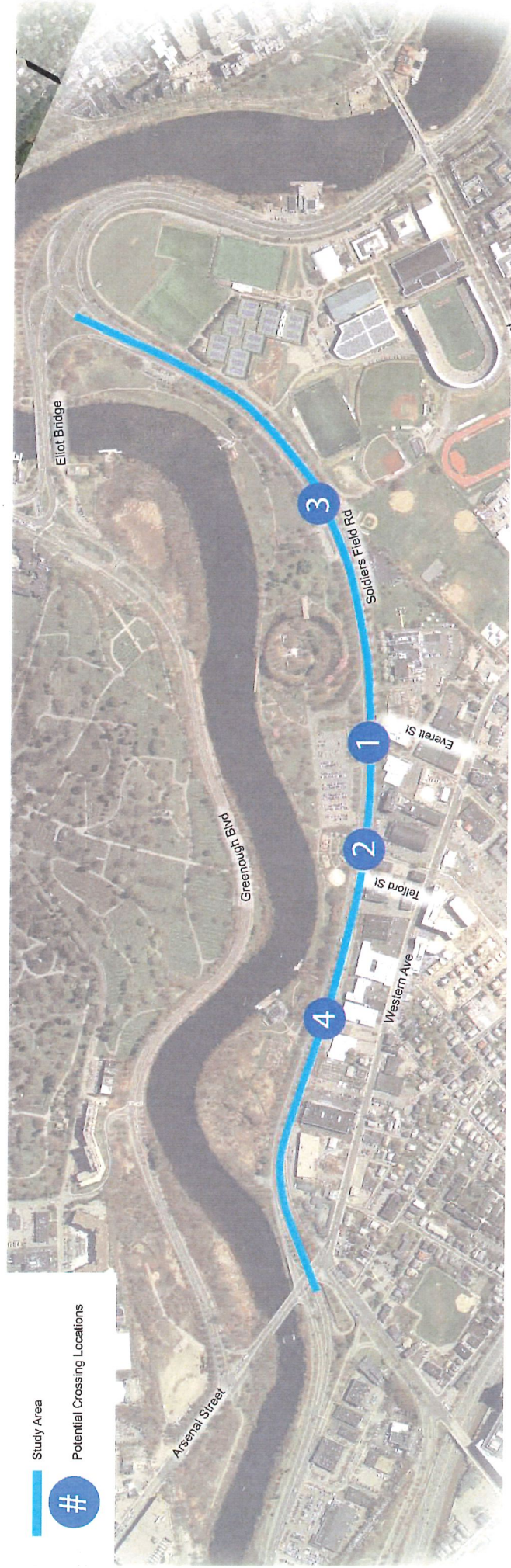
The Applicant will contribute \$150,000 for the feasibility study and up to \$3,350,000 for the design and implementation of the recommended improvements, for a total of up to \$3,500,000 towards this task. In the event that the implementation costs less than the estimated amount, the Applicant and the Authority will determine, in consultation with the Harvard Allston Task Force and the broader community, how to reallocate the unused funding."

3. Summary

Four locations on Soldiers Field Road were evaluated for potential at-grade crossings:

1. **Everett Street Intersection:** The analysis indicates that an at-grade crossing is currently feasible with signal modification and other intersection improvements.
2. **Telford Street Pedestrian Bridge:** Improvements are possible to the ramps and bridge deck to make this crossing ADA-compliant. An at-grade crossing is not recommended at this location.
3. **Smith Field:** An at-grade crossing may be warranted in the future depending on the recommendations of the Smith Field Master Plan and potential future access options to Harvard's Athletics Complex.
4. **West of Telford Street:** An at-grade crossing is not currently warranted and would require significant modification to the Soldiers Field Road Eastbound Ramp and adjacent properties.

The analysis concluded that improvements could be made at Telford Street and Everett Street within the allocated budget of \$3.35 million.



4. Study Area

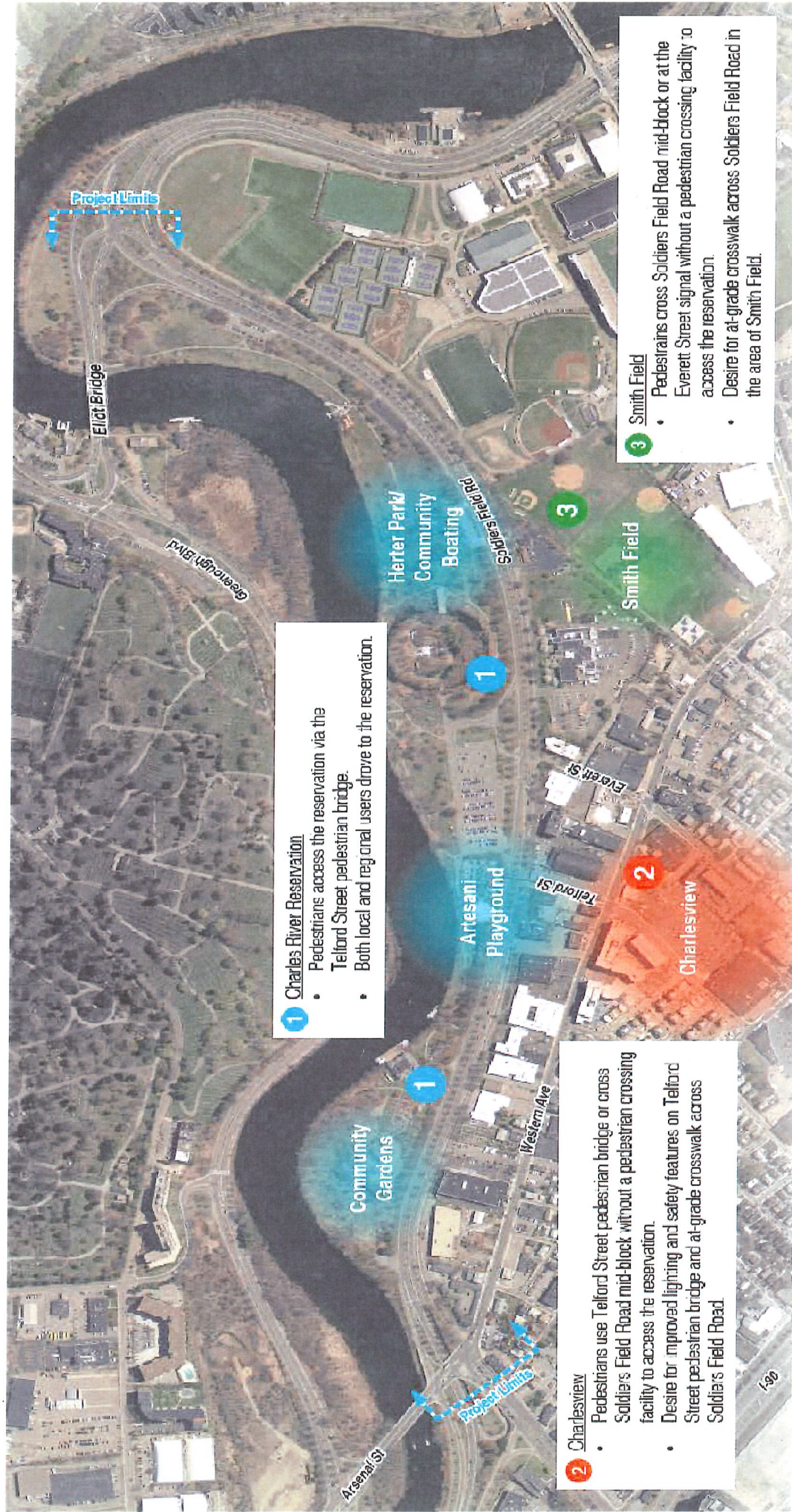
The Study Area included Soldiers Field Road between Arsenal Street/Western Avenue and the Eliot Bridge. Research included a review of the following completed and ongoing studies with the study area:

- Charles River Basin Pedestrian and Bicycle Connectivity Study (DCR)
- Smith Field Master Plan (Upcoming by Boston Parks and Recreation)



5. Existing Activity Generators

Activity nodes along the corridor and within the adjacent neighborhood generate non-motorized (pedestrian and bicycle) demands. Soldiers Field Road presents a barrier between recreational opportunities within the Charles River Reservation and the residential, institutional, and recreational land uses in Allston.



1 Charles River Reservation

- Pedestrians access the reservation via the Telford Street pedestrian bridge.
- Both local and regional users drove to the reservation.

2 Charlesview

- Pedestrians use Telford Street pedestrian bridge or cross Soldiers Field Road mid-block without a pedestrian crossing facility to access the reservation.
- Desire for improved lighting and safety features on Telford Street pedestrian bridge and at-grade crosswalk across Soldiers Field Road.

3 Smith Field

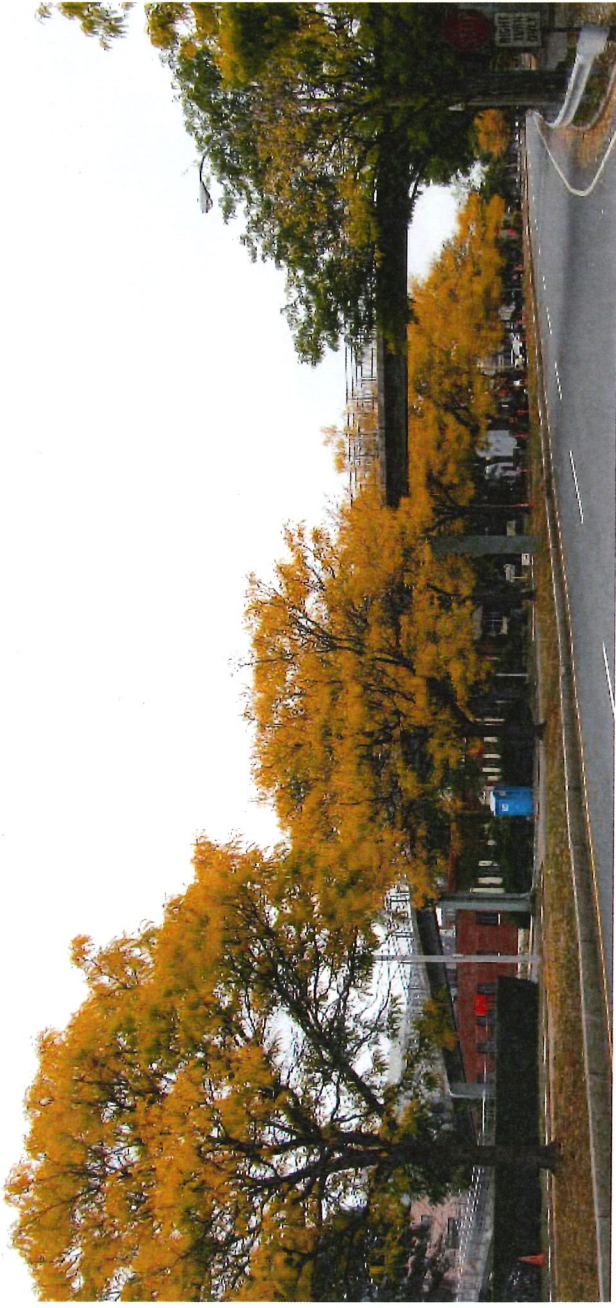
- Pedestrians cross Soldiers Field Road mid-block or at the Everett Street signal without a pedestrian crossing facility to access the reservation.
- Desire for at-grade crosswalk across Soldiers Field Road in the area of Smith Field.

6. Transportation Conditions

Multimodal (pedestrian, bicycle, and vehicular) transportation demands and conditions within the study area were reviewed.

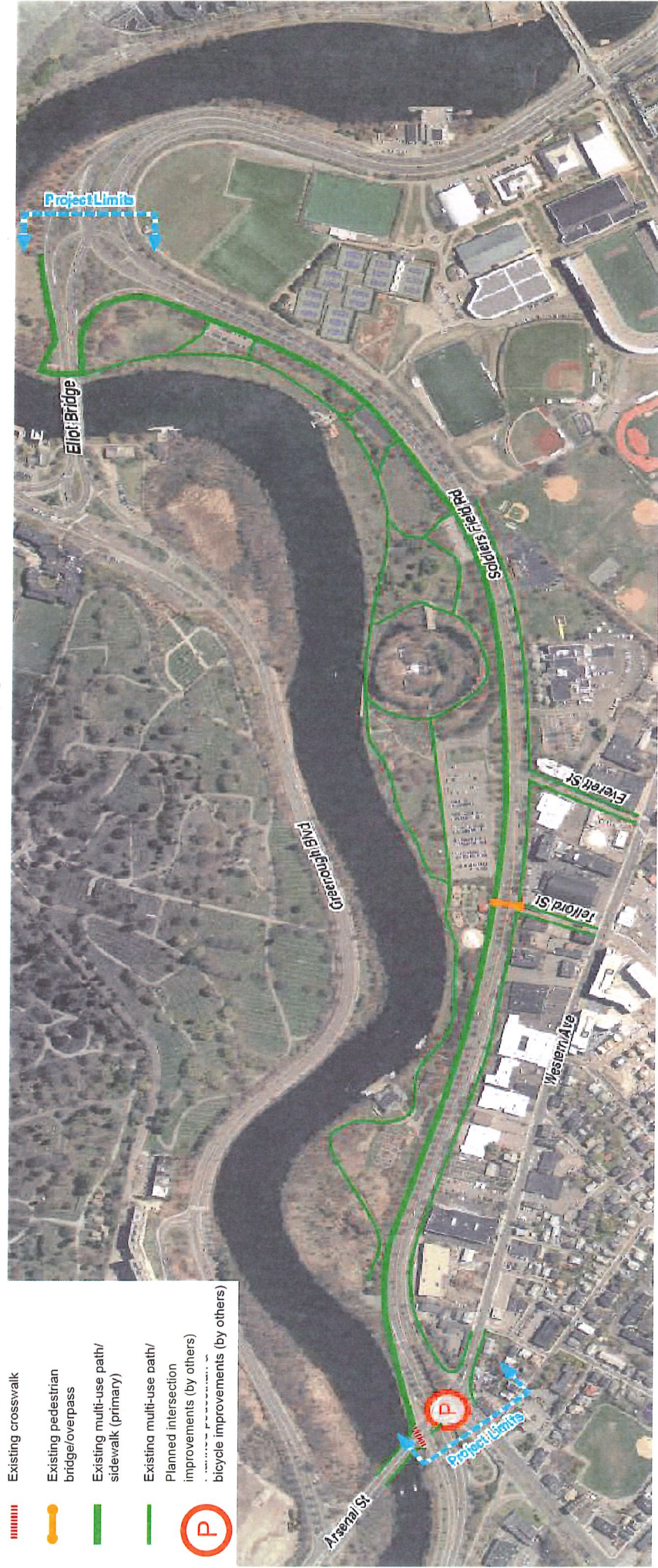
In addition, planned and proposed access improvements were also considered.

These evaluations framed the development and review of improvement options.



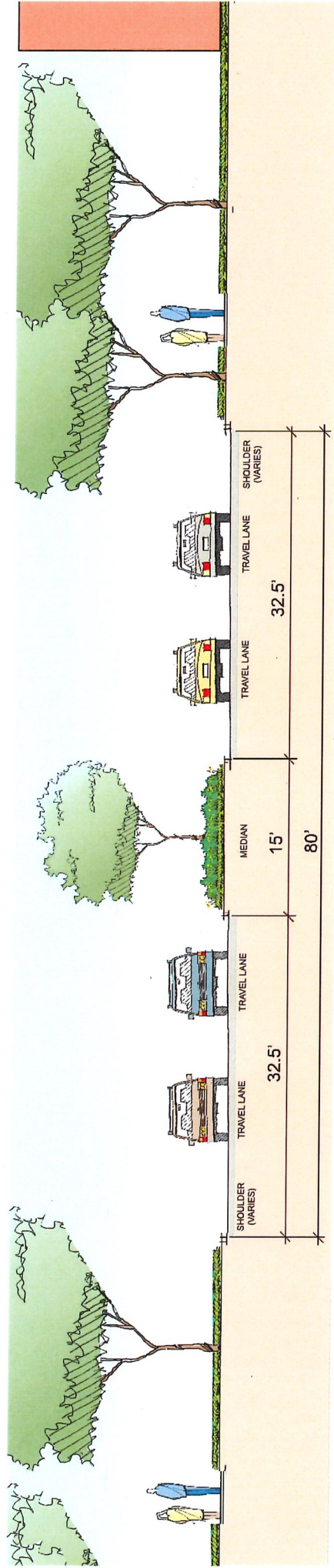
6.1 Pedestrian and Bicycle Conditions

- Existing Conditions
- SFR presents barrier between Charles River Reservation and neighborhood
- Field interviews indicate majority who cross SFR use pedestrian overpass
- Non-compliant crossings at Everett Street occur with some regularity
- Non-compliant crossings at in the vicinity of Smith Field occur periodically
- Telford Street Overpass
- Some pedestrian bridge upgrades required for code compliance
- Visual review of bridge structure indicated it is in generally good condition



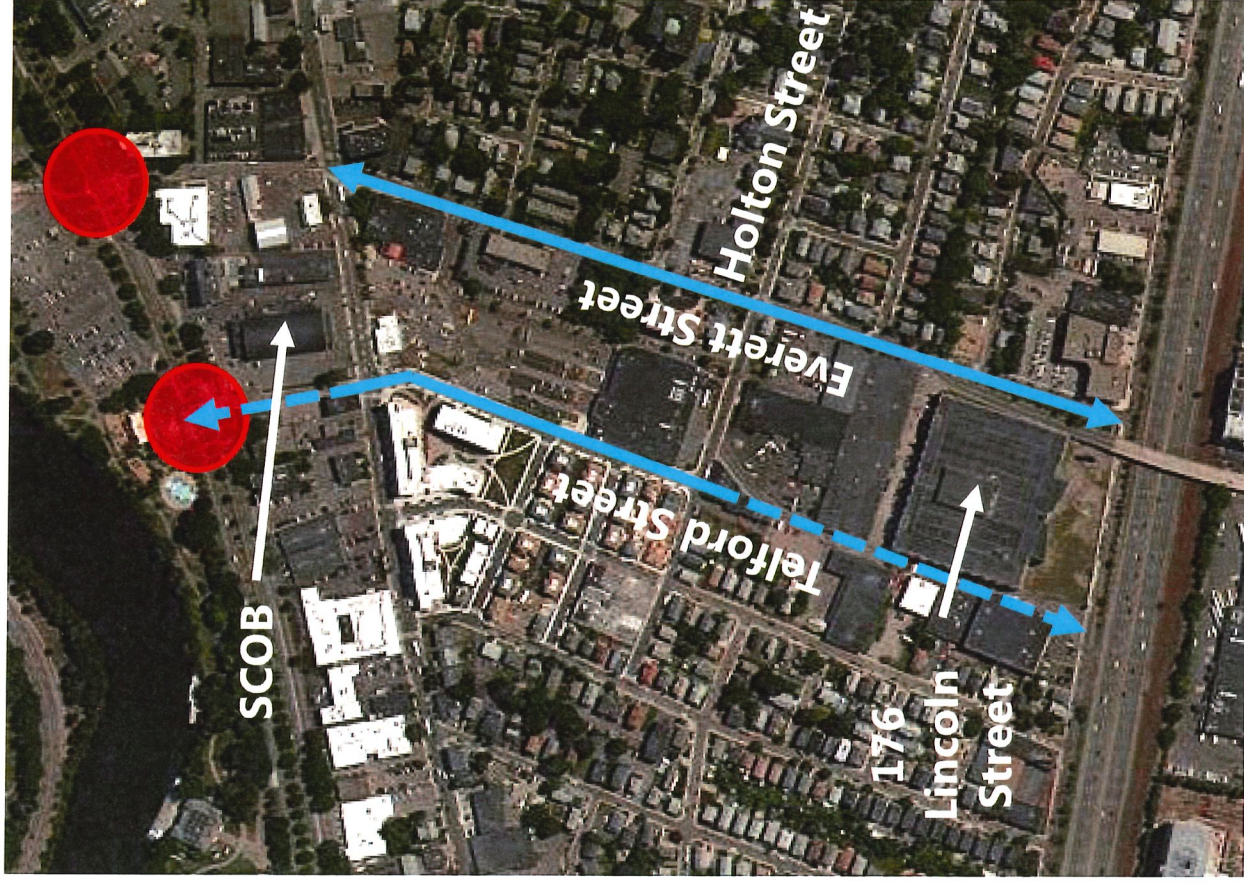
6.2 Vehicular Conditions

- Traffic volumes
 - Over 33,000 vehicles per day on weekdays
 - over 51,000 vehicles per day on weekdays east of Eliot Bridge
 - Nearly 26,000 vehicles per day on Saturdays
- Travel speeds over posted speed limit and inconsistent with desired character of the corridor
 - Posted speed limit = 35 mph
 - 85th percentile speed = 45 mph

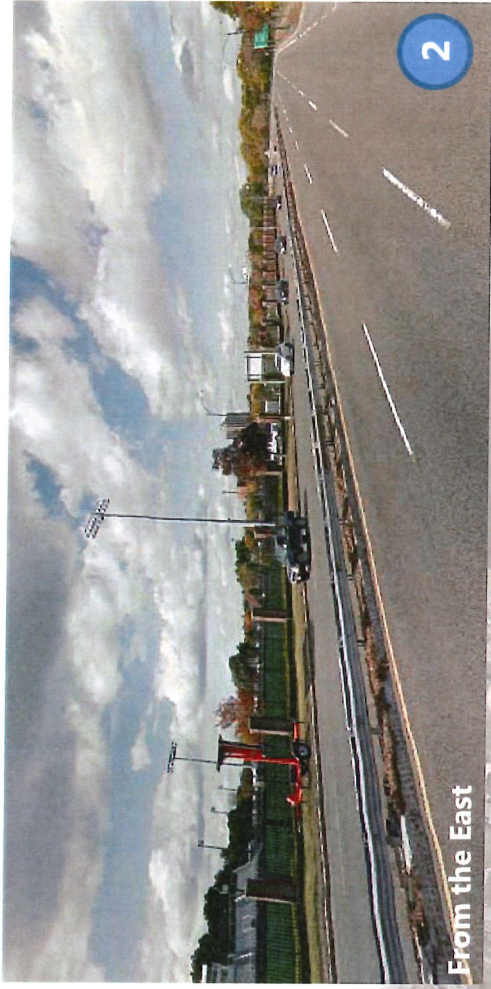


6.3 Planned and Proposed Access Improvements

- Telford Street
- Charlesview Project between Western Avenue and Holton Street
- Charlesview Project Phase 2 between Soldiers Field Road and Western Avenue
- Reconstruction adjacent to proposed new Skating Club of Boston (SCOB) site at 176 Lincoln Street and design north of new site (to Holton Street)
- Everett Street
- Boston Public Works Department project between Western Avenue and Lincoln Street



7. Urban Design Context



Boundary conditions:

- Coming from the West – Mix of small box and strip commercial with narrow road width; no median.
- Coming from the East – Larger University parcels, limited curb cuts, wider roadway width with median



West of Telford Street

- **SFR Eastbound On-Ramp/Frontage Road – access to SFR eastbound and connection to adjacent parcels**
- **Mix of office and commercial land uses with on-site parking**
- **Within the Public Right-Of-Way – grass strip with mature trees, street lighting, and deteriorating non-compliant sidewalk**



West of Everett Street

- Continued development pattern – mix of office and commercial land uses with on-site parking
- Within the Public Right-Of-Way – grass strip with mature trees, lighting, improved yet non-compliant sidewalk



East of Everett Street

- Development grain continues through media site
- Parcel type and size changes to reframe urban edge condition
- Within the Public Right-Of-Way – larger grass strip with mature trees, lighting continues, sidewalk ends

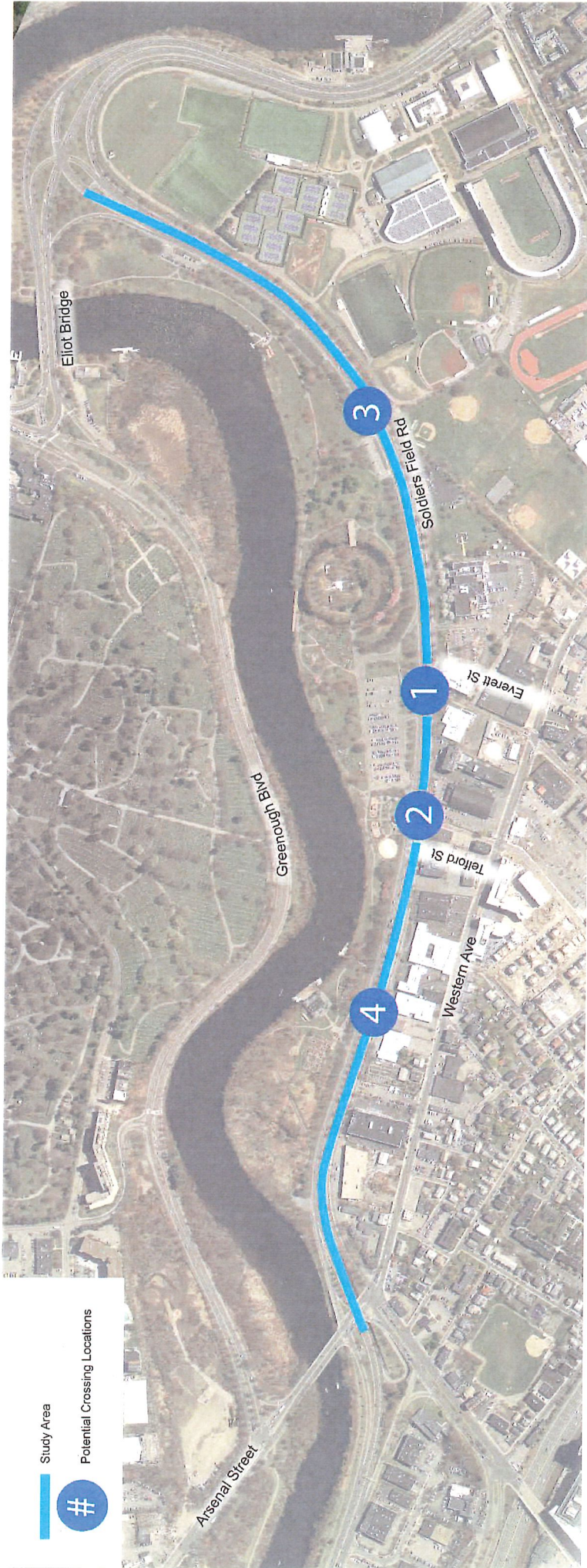
8. Case Studies and Lessons Learned

Key findings from three comparable DCR roadways with at-grade crossings:

- **Travel Speeds:** Slower travel speeds more consistent with the character of the parkways (33 to 36 mph).
- **Traffic Volumes:** Range from 31,000 to 37,000 vpd on weekdays.
- **Pedestrian Crossing Locations:** Connect recreational facilities with dense commercial/residential land uses at intuitive locations for pedestrians.
- **Crossing Treatments:** Most successful crossing elements include:
 - High-visibility crosswalk treatments
 - Advanced warning signage
 - Elements to direct pedestrians to the crosswalk
 - Connections to adjacent sidewalk/pathway systems



9. Alternatives



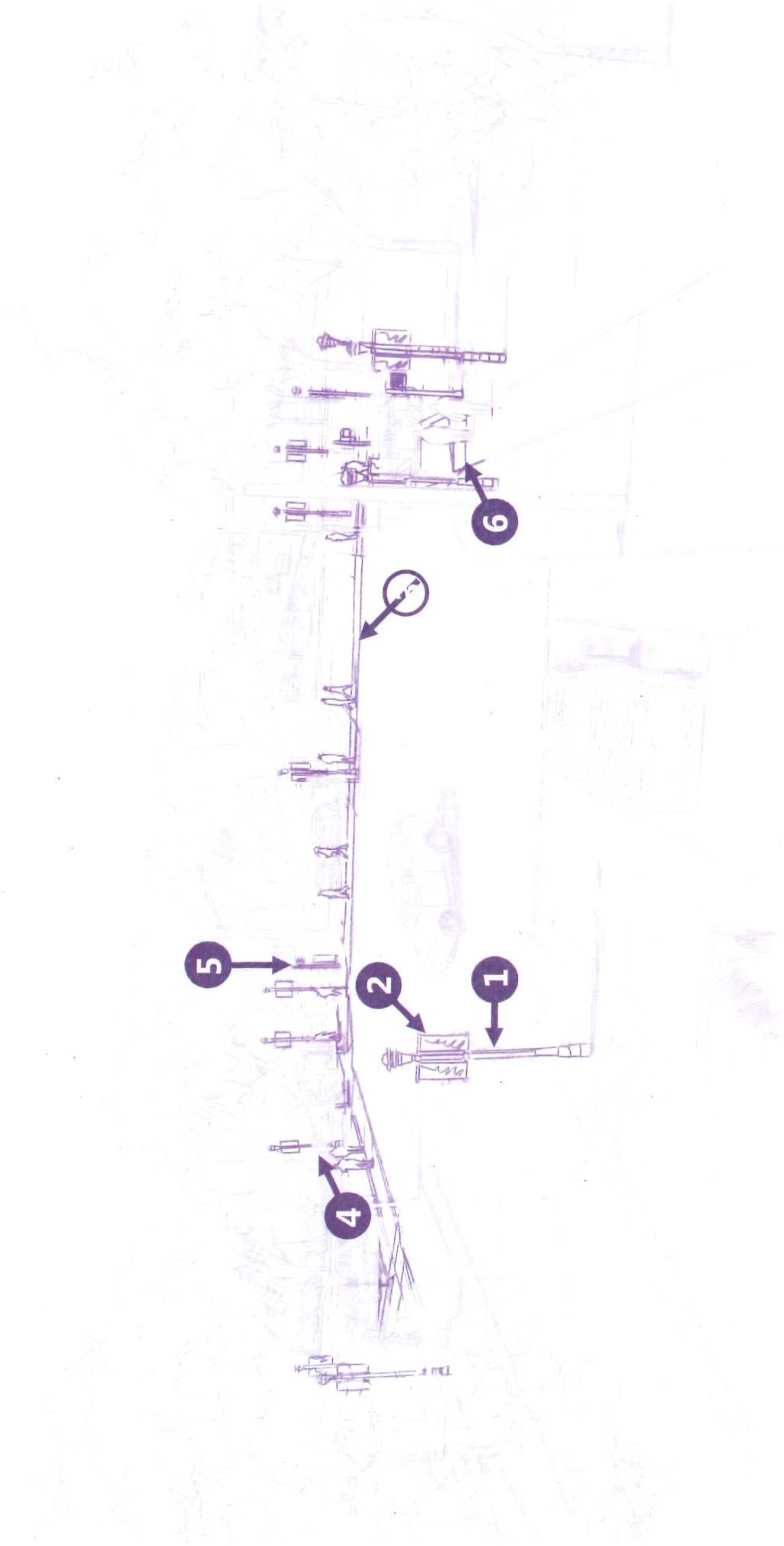
Four potential crossing locations were considered and evaluated:

1. Everett Street
2. Telford Street
3. Smith Field
4. West of Telford Street

9.1 Everett Street Intersection

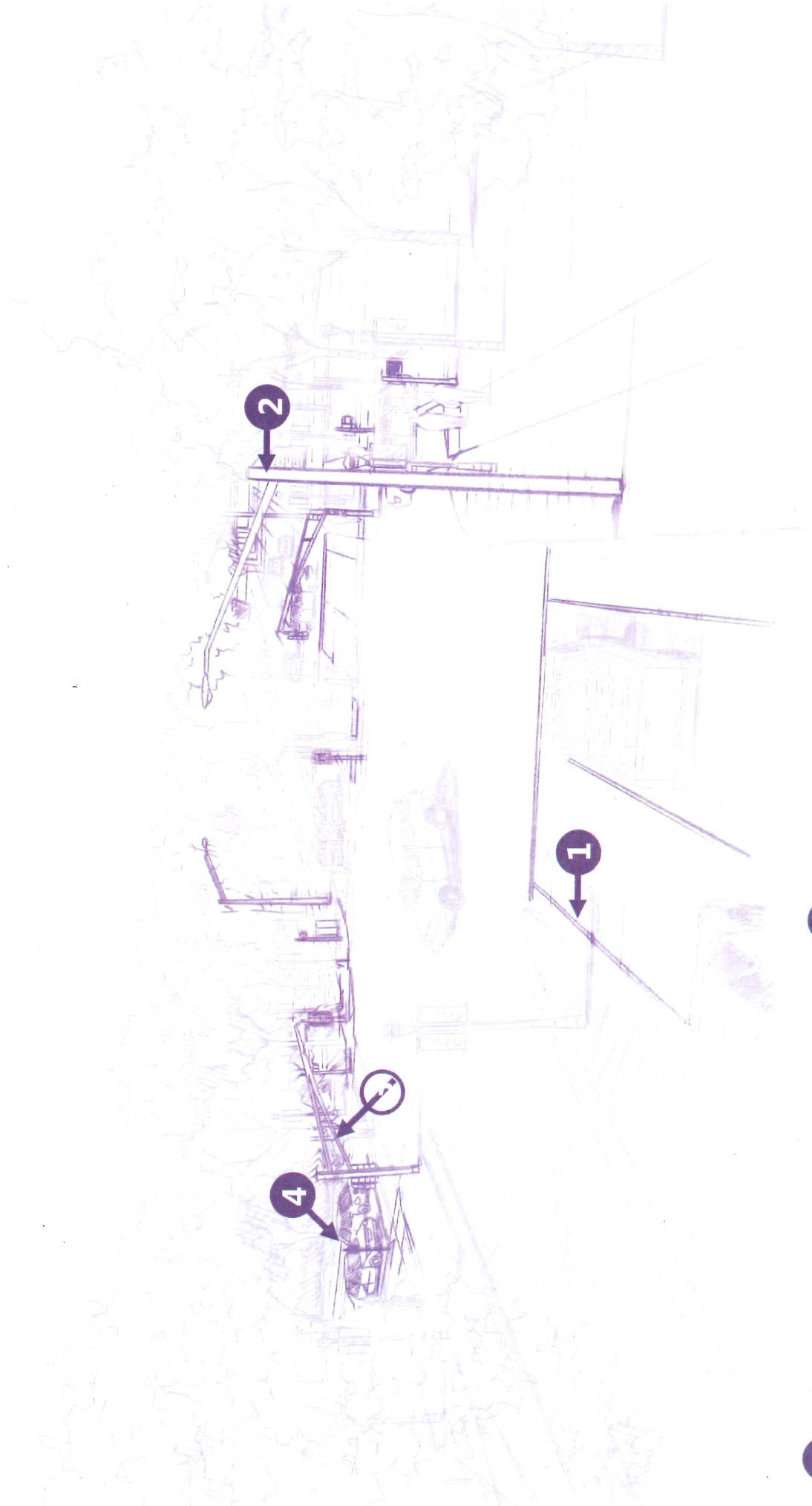
- An at-grade crossing is feasible with improvements to the intersection to ensure safe and visible crossings:
 - New signal equipment
 - New crosswalks/re-stripping of existing crosswalks
 - Right-of-way acquisition (approximately 3.5 ksf to 5.0 ksf of Harvard property) to create a multi-use path
 - Landscape improvements
- Future analysis should assess:
 - Pedestrian signal phasing (half crossing vs. full crossing)
 - Potential need for an Everett Street northbound left-turn lane
 - Landscape and urban design improvements including connectivity to the DCR path network

9.1 Everett Street Intersection: Potential Pedestrian/Bicycle Improvements



- 1** New Pedestrian Level Lighting
- 2** New Colorful Banners
- 3** New Imprint Crosswalks
- 4** New Pedestrian Plaza
- 5** Pedestrian Signals
- 6** Accessible Ramp Upgrades

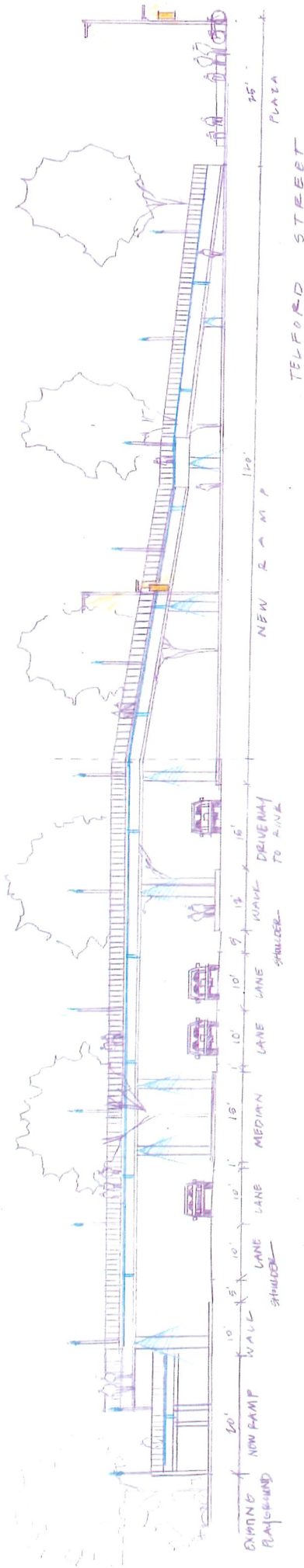
9.1 Everett Street Intersection: Potential Vehicular Modifications



- 1** Striping Modifications
- 2** Maintain Overhead Lighting
- 3** New Signal Equipment
- 4** New Lane Configuration

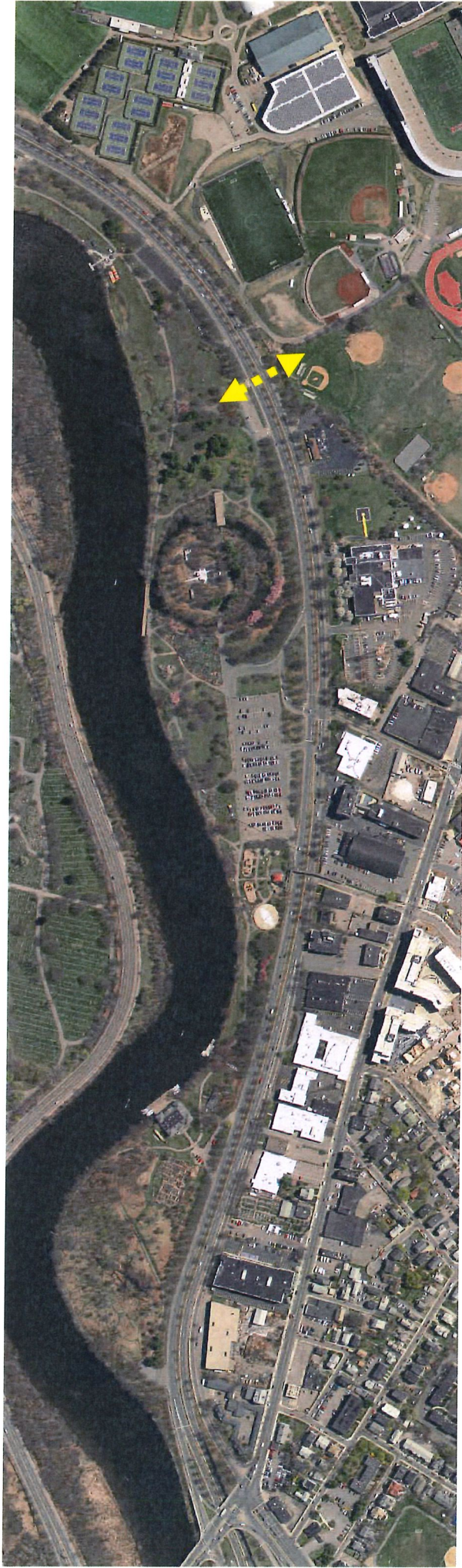
9.2 Telford Street Pedestrian Bridge Options

- Remove and replace existing bridge
- Remove existing bridge and provide at-grade crossing
 - Several options considered
 - Requires reconfiguration of SFR EB On-Ramp
 - High speed without active traffic control not recommended
- Rehabilitate existing bridge structure (**PREFERRED**)
 - Bridge structure in generally good condition based on visual inspections
 - Ramp options with varying costs:
 1. Maintain the existing ramp configuration with improved surface and ground transitions
 2. Reconfigure the south-side ramp parallel to SFR
 3. Straighten the south-side ramp towards Western Avenue and reconfigure the north-side ramp into a helical design
 4. Straighten the south-side ramp towards Western Avenue with pedestrian plaza at ramp landing (**PREFERRED**)



9.3 Smith Field

- Signalized at-grade crossing not currently warranted
- Opportunity for crossing should be reviewed as part of the Smith Field Master Plan
- Site of crossing should be coordinated with potential future enhancements to Harvard Athletics Complex



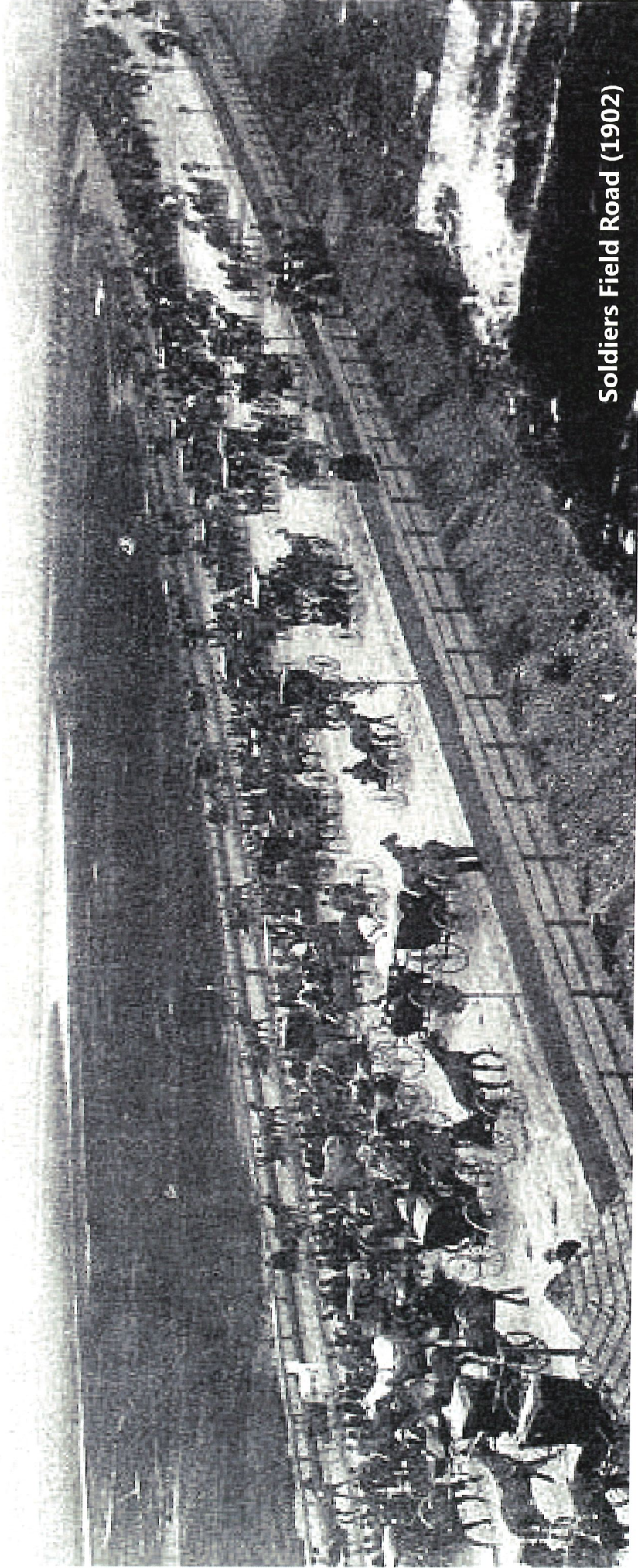
9.4 West of Telford Street

- Signalized at-grade crossing not currently warranted
- Further consideration of an at-grade crossing requires resolution of potential significant modifications to Soldiers Field Road, including the reconfiguration of the Eastbound On-Ramp and access to adjacent properties



10. Next Steps

- Outreach and analysis revision
- Agency review
- Refinement of cost estimates
- Development of implementation strategy



Soldiers Field Road (1902)

EXHIBIT B

[Attached hereto]

