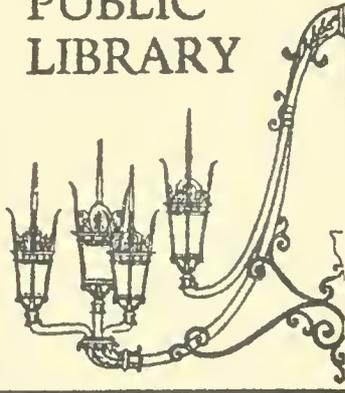


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BOSTON
PUBLIC
LIBRARY



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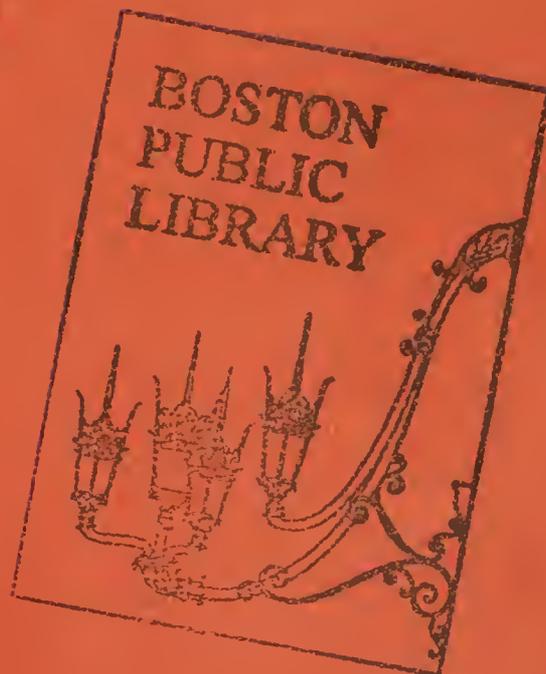
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Jan 17 - 2000

copley square competition

boston / massachusetts

Official Program
for the Design
of Copley Square



K. Bay
126
CS

John F. Collins

Mayor
of the City of Boston

announces a national, one-stage competition
for the design of historic Copley Square

sponsors

Sponsors for the competition are: the City of Boston (*Parks and Recreation Department and Department of Public Works*); Boston Redevelopment Authority; Back Bay Council; Back Bay Planning and Development Corporation.

professional advisor

Charles George Hilgenhurst, A.I.A.

6

jury

The Jury for this competition consists of:

~~PIETRO BELLUSCHI~~, F.A.I.A., Chairman of the Jury. Dean emeritus of the School of Architecture and Planning, Massachusetts Institute of Technology.

~~DANIEL U. KILEY~~, Site and Landscape Architect, Wings Point, Charlotte, Vt.

~~JOSE LUIS SERT~~, F.A.I.A., Dean, Harvard Graduate School of Design, Harvard University

— Principal, Sert, Jackson & Associates
~~SIDNEY N. SHURCLIFF~~, F.A.S.L.A., President of International Federation of Landscape Architects

~~HUGH A. STUBBINS~~, F.A.I.A., Vice-President, American Institute of Architects (1964-1965) —

President, Hugh Stubbins & Associates, Inc.
~~WILHELM VIGGO VON MOLTKE~~, Director of the Urban Design Program, Graduate School of Design, Harvard University

~~H. RUSSELL BEATTY~~, President, Wentworth Institute

~~ROGER C. DAMON~~, President, First National Bank of Boston

~~ASA S. KNOWLES~~, President, Northeastern University

~~BRYAN E. SMITH~~, Chairman of the Boards, Liberty Mutual Insurance Company

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CHARLES RIVER

• GOVERNMENT CENTER

COMMONWEALTH AVENUE •

• PUBLIC GARDENS

• WATERFRONT

• BACK BAY FENS •

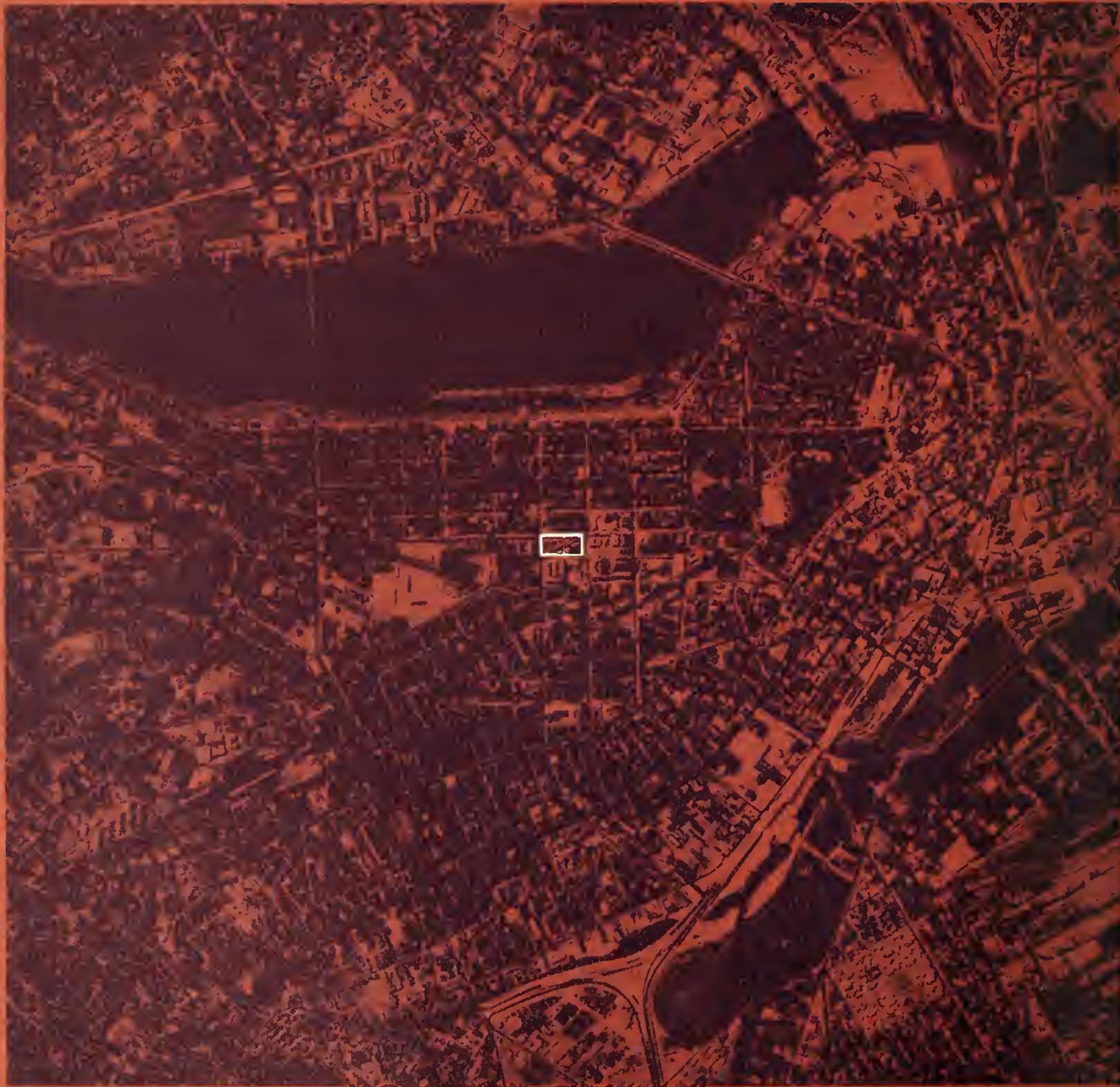
• BOSTON COMMON

PRUDENTIAL CENTER •

• ARNOLD ARBORETUM

• FRANKLIN PARK





PROLOGUE

History of Copley Square

Copley Square had inauspicious topographic beginnings. It was, in fact, under water, as was the entire Back Bay area, (*hence the name*) when Boston was founded in 1630. As the City expanded, the need increased for buildable land; therefore, at various times in its history the City systematically filled in its salt marshes and mud flats. In 1857, the decision was made to fill in the Back Bay area.

Though major buildings were erected on the "Square" by the mid seventies, it was only in 1882 that the large triangle of land was purchased by the City and named Copley Square in honor of the great Colonial Boston artist John Singleton Copley, and in recognition of the fine arts community that centered around the Square.

Copley Square rose to significance because of the architecture and cultural activities that encompassed it. The monumental "Coliseums"

built in 1869 and 1872 near the present Sheraton Plaza Hotel set the early pace for the development of the Square. In these appeared President Grant and Johann Strauss, among others, and musical performances featuring an orchestra of one thousand musicians with a chorus of ten thousand singers. However, the Square achieved its more permanent form and use during the mid seventies through the construction of several major buildings. During this period, both Trinity Church (1872-77, — *Henry Hobson Richardson*) and the New Old South Church (1875, *Cummings and Sears*) were erected on the Square. These were followed by the Museum of Fine Arts (1876; *formerly on the site of the existing Sheraton Plaza Hotel*), and the Boston Public Library (1888-95, *McKim, Mead and White*). The Sheraton Plaza Hotel (1912-13, *Henry J. Hardenbergh*; *formerly called the Copley Plaza*) was, and still is, one of the City's most fashionable hotels.

9 / Original Museum of Fine Arts Demolished in the Early Nineteen Hundreds / Site Presently Occupied by Sheraton Copley Hotel



Towards the turn of the century, Copley Square became the center of the City's cultural activities. Foremost among these activities was art, with the Museum of Fine Arts on the Square, art galleries, art clubs, and art schools on and in the immediate vicinity of the Square. Of all these various facilities, only the galleries and art supply shops on Newbury and Boylston Streets remain today.

Education was represented by a number of institutions, including Harvard Medical School (1883; now used by Boston University and soon to yield to an extension of the Boston Public Library), Massachusetts Institute of Technology (from 1866 to 1939 on the site of the present N. E. Mutual Life Insurance Company), the Boston Public Library, and the nearby Museum of Natural History (1863, now a fashionable women's apparel store).

Copley Square was a significant focus of religion in the late nineteenth century. Of the three churches originally on the Square, Trinity Church, under the ministry of Phillips Brooks (*who wrote "O Little Town of Bethlehem"*), attracted the widest national recognition. There were also half a dozen other prominent churches within several blocks of the Square.

Almost from the beginning, the Square itself succumbed to the roads, rails and traffic of trolley cars, carriages, buses and automobiles. It had, within the first two decades of its existence, ascended to one of the most prominent centers of the City.

Today, even though major institutions such as the museums and schools have left, and have been replaced by commercial activities to the East and the West, Copley Square still remains the natural focus of one of Boston's most prominent and fashionable centers.

10 / Boston Public Library



LOCATION AND LAND USE

Copley Square is located at a strategic point on the Boston Peninsula. It lies midway between the Back Bay Fens and the Boston Public Garden and the Common. Copley Square forms a natural oasis within the early imaginative and large scale design for city parks created by Frederick Law Olmstead, the famous landscape designer who skillfully planned a coordinated system of greenways extending from Franklin Park and the Arnold Arboretum through the Back Bay Fens, along Commonwealth Avenue, and into the Public Garden and Common (See *Fig. 7*). The Square is the hub of the general region known to Bostonians as the Back Bay, an area which can be loosely defined as being bounded on the North by the Charles River Basin, on the East by Arlington Street and the Public Garden, on the South by Stuart Street and the New York, New Haven and Hartford Railroad tracks, and on the West by Massachusetts Avenue.

The Back Bay is a unique residential — commercial area. The majority of its residents are white collar workers, students and retired persons with relatively high incomes. Insurance companies in the area are a major source of employment.

Commonwealth Avenue and the area to its North are devoted almost exclusively to residential and institutional use. Newbury Street is a linear development of town houses converted to exclusive ground floor specialty shops and art galleries with professional office space above.

To the South of Newbury Street lies Boylston Street, a major commercial artery. The structures abutting it are used for a variety of purposes ranging from small office buildings to large life insurance complexes.

Huntington Avenue is a major commercial street that creates a diagonal to the North-South grid system above Boylston Street. This avenue is a major connector into the hospital complexes that lie in the Parker Hill-Fenway area to the West. The areas South of this avenue assume a residential character which is more closely allied with the brick bowfront architecture characteristic of Boston's South End.

It is a two-block walk from the Square in an easterly direction to an entrance of the Public Garden, a 24-acre formally landscaped park area complete with pond and swan boats; on the eastern side of the park lies the 48-acre Boston Common.

To the West, it is a two-block walk to the new Prudential Center, a complex of buildings including a fifty-two story office tower, the one-thousand room Sheraton-Boston Hotel and the 6,000-seat War Memorial Auditorium.

To the North, it is again but a two-block walk to Commonwealth Avenue, a broad elm-lined avenue faced with handsome stone town houses built during the latter half of the nineteenth century. Three blocks beyond lies the Charles River Basin, dotted in the Spring, Summer and Fall with sailboats, university crews, and motor launches. The Boston shoreline of the Charles River has been developed into an esplanade with a bandshell, boat club, playground, and other recreational facilities.

One block to the South of the Square passes the newly opened Massachusetts Turnpike extension, a limited access toll road that reaches across the State and connects into the Federal interstate highway system.



Until the announcement of this competition, Copley Square has always been defined by Boylston Street on the North, Dartmouth Street on the West, St. James Avenue on the South, and Trinity Place, which passes directly in front of the Church, on the East. This area contained two triangles of park land that were diagonally bisected by Huntington Avenue, which has recently been discontinued. By means of this competition it is intended to increase the area of the Square by extending the eastern boundary to Clarendon Street. Thus, Trinity Church will stand within the newly enlarged Square, rather than representing its easterly edge as in the past.

Architecturally, Copley Square has two acknowledged masterpieces of American architecture: Richardson's Trinity Church, and McKim, Mead and White's Boston Public Library. These, and the New Old South Church are the only remaining original elements, which were once tightly interrelated.

Trinity Church has always been the focal point of the Square. It is a monumental, richly polychromed, sculptural mass set into, rather than at the perimeter of the Square. It is meant to be seen from all sides; thus the Parish House is distinctly separated from it and served to resolve the original irregular site.

13 / Trinity Church with Adjoining Parish House



The West side of the Square is defined by the Boston Public Library. Modeled after Paris' Bibliotheque Ste. Genevieve, it acts as a gateway to the West. Designed as a foil to Trinity, it is light in color, smooth textured, horizontal, and simple in form, surface, and mass treatment. The Board of Trustees of the Library have retained Philip Johnson as architect for a major addition at its rear within the next few years. Preliminary plans are in progress.

The Sheraton Plaza Hotel acts as the southern flank of the Square. Respecting the color, massing and height of the Library, the Hotel's prominent bowfront establishes a strong north-south axis as it carries the eye from Trinity to the Library.

The southwest corner is presently vacant. In earlier years the S. S. Pierce Building occupied this triangular lot and was built to the same height as the Library and the Hotel. There is hope that within a few years a building of similar height and mass will once again occupy this space.

Next to the Hotel on St. James Avenue is the other major vacant space fronting onto the Square. This is the property of the John Hancock Life Insurance Company and is currently undergoing development studies. It is hoped that the frontage along St. James Avenue will be developed to no greater height than the Hotel and that there will be no building setbacks at either the corners of Trinity Place and St. James Avenue or Clarendon Street and St. James Avenue.

Across Clarendon from this vacant space stands the John Hancock Building, a massive skyline profile familiar to the residents of Boston.

The East side of Clarendon Street is defined by a City Parking Garage on its southeasterly corner and the modern I.B.M. Building on the northeast.

Directly across Boylston Street from the I.B.M. Building is the New England Mutual Life Insurance Building, another massive anchor to the eastern edge of the Square.

Crossing Clarendon and moving westward along the North side of Boylston, we find heterogeneous building types and masses that

contrast sharply with the other sides of the Square. The newly constructed Chase Building is an amber-colored, metal-clad tower anchoring the corner opposite the New England Mutual Building. Continuing down the street to Dartmouth, are lower buildings serving a variety of commercial purposes. The general use pattern is ground floor retail, (*shops, snack bars and banks*), with upper floor office space.

The competitors are alerted to the possibility that this is the one side of the Square that may undergo extensive physical change within the next few decades. In all probability the commercial pattern will remain the same, but one by one the buildings will undergo alterations or replacement with taller structures.

Directly across Boylston Street from the Library is the New Old South Church, the third of the Square's original landmarks. Built of Roxbury Puddingstone, it forms a strong and handsome edge to this particular corner of the Square.

14 Sheraton Copley Hotel



TRAFFIC MOVEMENTS AND CIRCULATION

pedestrian

Pedestrians enter Copley Square from many compass points and from near and distant places. Some alight from cars or taxis, others from the rapid transit stations, but many arrive on foot, as walking is a favored mode of transportation for Boston's citizens. Strong and continuous pedestrian movement can be observed in both directions along Boylston Street. To a lesser degree, Dartmouth and Clarendon Streets carry a good many persons to and from the Square area.

To date, Copley Square has been dominated by the automobile; as a result there are no readily established lines of pedestrian circulation within it. The major destinations and generators of pedestrian traffic on the Square are:

- 1 / *THE BOSTON PUBLIC LIBRARY* This facility is open between the hours of 9 a.m. and 6 p.m. Monday through Saturday, and 2 p.m. to 6 p.m. on Sundays. (*Closed Sundays only during the summer.*) Over one million people visited the Library last year, with an average daily total of well over 3,000.
- 2 / *TRINITY CHURCH*, seating 1,400 persons, conducts regular Sunday services at 8 a.m., 11 a.m. and 8 p.m.; during Lent every day at 12 noon, 6 p.m. and at 8 p.m. on Wednesdays. At least three evenings a week the Parish House is used by various groups of from 40 to 200 persons. In addition, there are special occasions when weddings, funerals and religious celebrations bring large crowds into the area.
- 3 / *NEW OLD SOUTH CHURCH* seating 1,000 persons, conducts regular Sunday services at 11 a.m. and 7 p.m., in addition to 6:30 p.m. services during Lent and the fall months. A series of three to five concerts and choral performances are also scheduled during the year, but not on a regular basis.
- 4 / *SHERATON PLAZA HOTEL* contains 450 rooms, and can also accommodate capacity loads of 5,000 persons a day in all function rooms, restaurants and cocktail lounges, contributing heavily to the life of the Square.

- 5 / The commercial nature of the Boylston Street side of the Square, with its apparel shops, banks, drugstores and snack bars, generates a great deal of pedestrian traffic at all hours of the day.
- 6 / Developments in the vicinity of Copley Square, including insurance companies in the immediate area (*John Hancock, New England Mutual, Liberty Mutual and Prudential*), attracts approximately 50,000 persons a day to the periphery of the Square.

vehicular

All of the streets bordering Copley Square, with the exception of Trinity Place, are heavy traffic carriers. The increasing attractiveness of the Back Bay area and its improved vehicular access by means of the recently completed Massachusetts Turnpike Extension are expected to maintain if not increase traffic volumes on the various streets. The segment of Huntington Avenue passing diagonally through Copley Square from Dartmouth Street to Clarendon Street has been recently discontinued as a public roadway by the Public Improvements Commissioner. No consideration can be given to the eliminating of any of the street segments except Trinity Place, or to the narrowing of any except St. James Avenue between Dartmouth Street and Trinity Place. These two possibilities are covered in detail under DESIGN REQUIREMENTS.

The present traffic pattern is expected to be retained indefinitely. Boylston Street, a one-way eastbound street carrying traffic originating beyond the city, is expected to carry approximately 12,500 vehicles per day along the section between Dartmouth Street and Clarendon Street. It is also anticipated that there will be a substantial number of vehicles making a right turn from Boylston Street onto Clarendon Street. St. James Avenue, a one-way westbound street, serves as a main approach for westbound traffic wishing to use the Turnpike Extension as well as westbound traffic desiring to reach the medical-education complex on Huntington



Avenue and areas beyond. The segment of St. James Avenue between Clarendon and Dartmouth is expected to carry approximately 14,500 vehicles a day, most of which are expected to move straight along the street and not turn onto Dartmouth Street. Clarendon Street, a one-way southbound street, is directly connected to an exit ramp from the James J. Storrow Drive (a *modified expressway*) lying along the northerly boundary of the Boston Peninsula five blocks from Copley Square. Approximately 14,000 vehicles a day are expected to use the Boylston Street to St. James Avenue section of Clarendon Street. A substantial right-turn movement is anticipated from Clarendon Street to St. James Avenue. Dartmouth Street forms the westerly boundary of Copley Square. From St. James Avenue northerly to its direct connection into Storrow Drive, Dartmouth Street is the only two-way street in the vicinity of Copley Square, and is expected to carry 10,000 vehicles a day. The segment of Dartmouth Street South of St. James Avenue is one-way northbound and forms part of a rotary system developed to accommodate the Massachusetts Turnpike Extension.

The intersections of the four major streets described above which form the "corners" of the Copley Square area will be controlled with traffic lights. It is anticipated that some, if not all, of these intersection signals will provide a "pedestrian only" interval for the entire intersection, allowing pedestrians to cross diagonally as well as parallel to the direction of traffic flow.

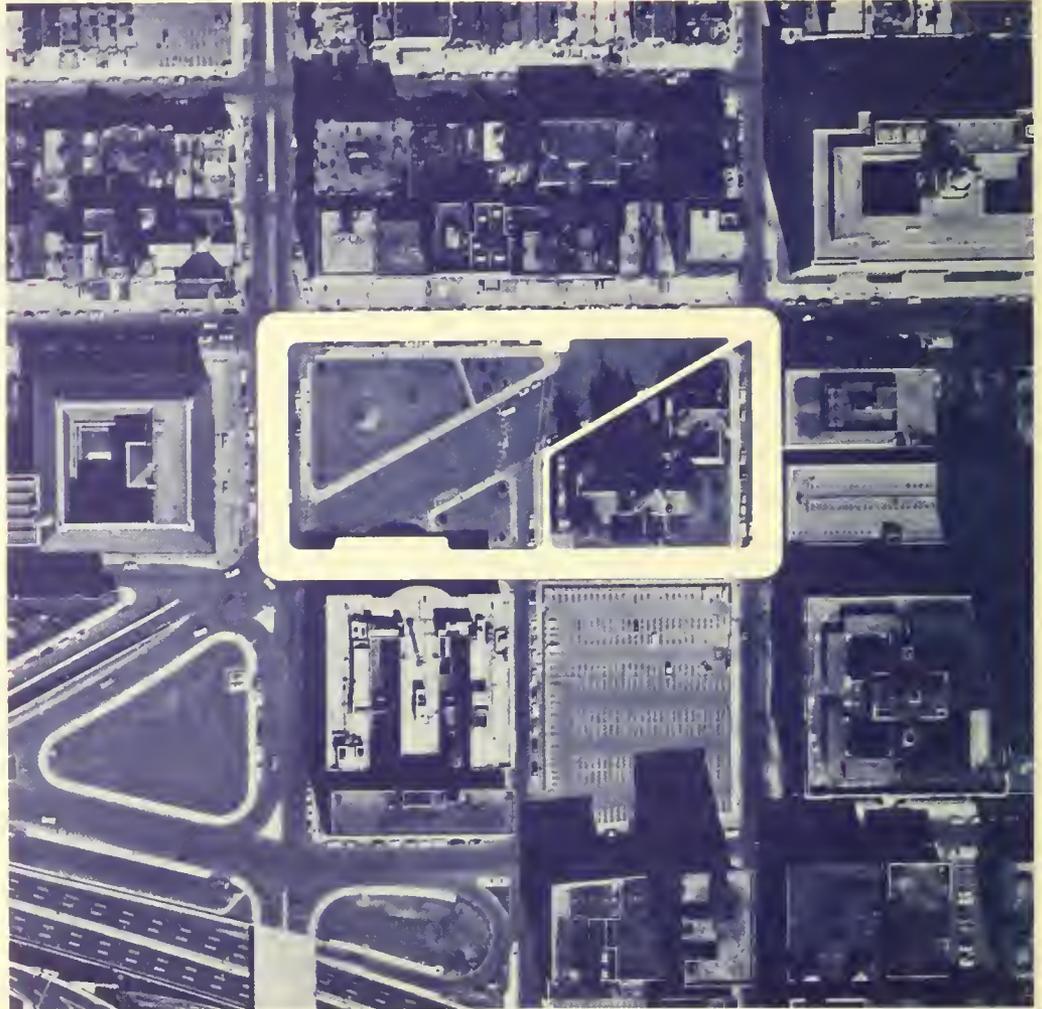
rapid transit

Boston has the oldest and fourth largest subway system in the United States. Now under the control of the M.B.T.A. (*Massachusetts Bay Transportation Authority*) it is undergoing a process of station renovations and expansion of its services.

One of its main lines is located under Boylston Street (see *utility plan*) with a station stop at the corner of Boylston and Dartmouth, thus giving direct access to the Square. Existing kiosk locations are shown on the architectural plan along with the proposed location of a new escalator head house on the North side of Boylston. No other rapid transit facilities are envisioned in this immediate area.

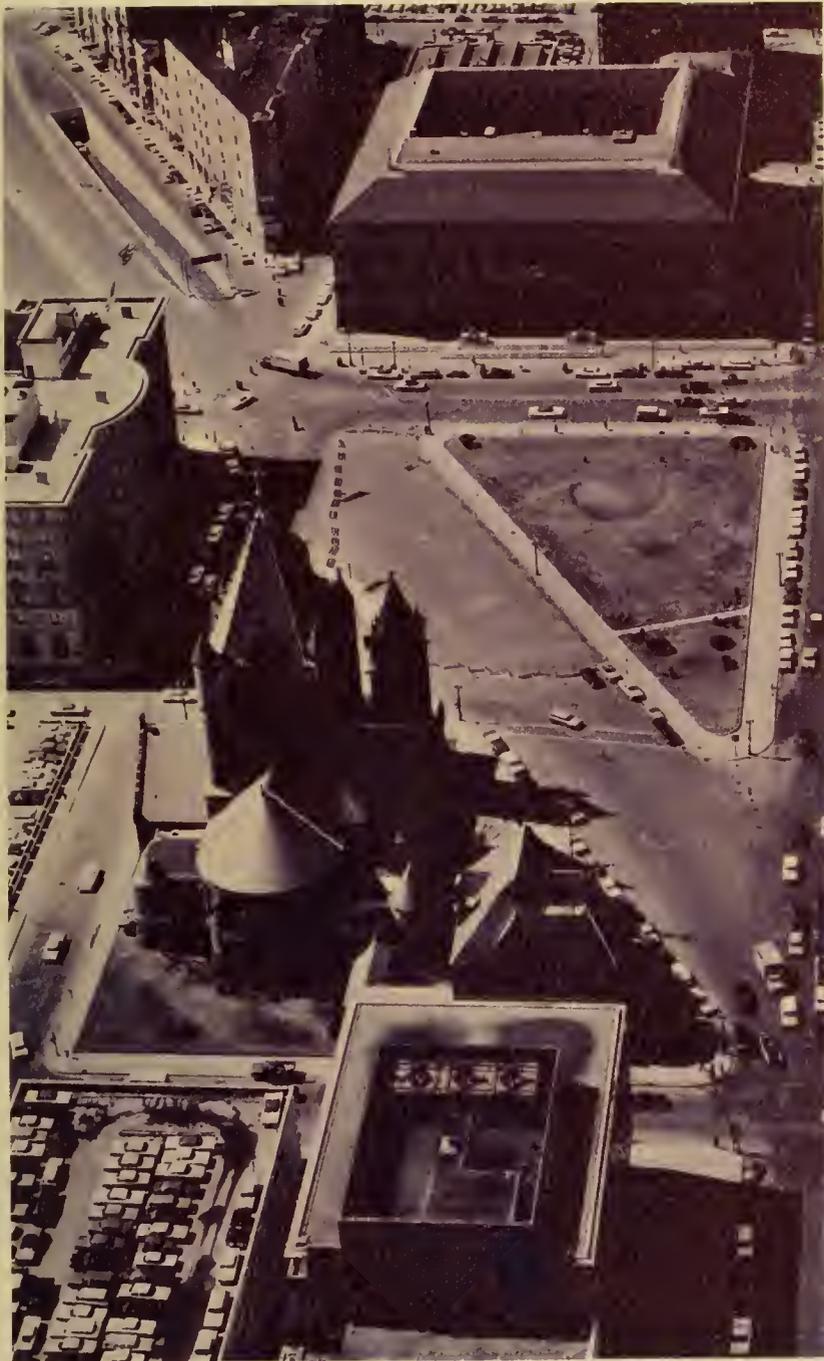
Subway service from this station connects all parts of downtown with areas to the West of the Square.

16 / Copley Square and Immediate Environs



PHYSICAL CONDITIONS AND CHARACTERISTICS

17 / Copley Square as Seen from the East



elevations and datum planes

The elevations referred to throughout this text and on the accompanying plans are based on the Boston City Base (B.C.B.). (Boston City Base is 5.65 feet below the United States Coast and Geodetic Survey Mean Sea Level Datum of 1929.)

The elevation of the Charles River basin mean level is +8.00 (above B.C.B.). Mean High Water in Boston Harbor is +10.23 B.C.B. and Mean Low Water is +0.81 B.C.B.

critical minimum ground water level

A critical minimum ground water level at elevation +5.00 (above B.C.B.) must be maintained in order to keep the ground water level above the tops of the wooden foundation piles under the Boston Public Library, the Trinity Church and other buildings around Copley Square. Both the Boston Public Library and the Trinity Church maintain ground water observation pipes within their property and keep records of readings of the ground water level.

Trinity Church has a facility to charge (introduce water into the ground) in the event the ground water level drops below the absolute critical minimum value. The Boston Public Library has no facility to charge.

The perforated pipe along the northern edge of the Square shown on the utility plan is a means of charging the Square itself by channeling run-off from the storm sewer. While it may be possible to relocate this facility, its function must be preserved.

Any contemplated design should take into consideration the problem of maintaining the critical minimum ground water level in Copley Square.

The dissemination of the above information is not designed to intimidate the designer but rather to alert him to the existence of a condition that must be handled during the preparation of construction drawings.

soil

The participants are to be reminded that Copley Square, as well as the rest of the Back Bay, is an area of filled land. The following boring information has been taken from the book entitled "Boring Data from Greater Boston" compiled by the Boston Society of

Civil Engineers. The approximate location of these borings are shown on the Utility Plan. The borings with plus or minus signs in the "Elevations or Depths" column indicate that the numbers are elevations based on Boston City Base. Borings without plus or minus signs indicate depths from ground level.

No.	Elevations or Depths		Formation
	From	To	
36	+18	-3	Sand and gravel fill
	-3	-24	Soft mud
	-24	-26	Clay
	-26	-42	Tough blue clay
	-42	-42	
402	+19	+16	Loam
	+16	-4	Loose sand and gravel fill
	-4	-20	Silt
	-20	-22	Silty peat, little fine sand
	-22	-24	Silty clay, little fine sand
415	-24	-27	Fine dry hard sand
	-27	-34	Rather soft blue clay
	Surface	15	Yellow sand, gravel
	15	18	Blue silty sand
	18	40	Silt, little sand
1228	40	46	Peat, silt
	46	60	Stiff blue clay
	+17.5	+12.2	Hard coarse sand and gravel fill
	+12.2	-5.7	Loose gravel and sand fill
	-5.7	-11.5	Stiff silt, fine sand

topography

Copley Square is essentially a flat area. Existing curb elevations can be found on the Utility Plan. They refer to the Boston City Base as Datum Level.

climate

Boston has a rather variable climate but does not experience either the extremes of temperature experienced inland in the United States nor the extremes of precipitation of the Gulf states.

Normal July average is about 72°F. with expected maximums of 95°F. January averages around 30°F. with expected lows reaching -10°F. Average daily temperature variation

between day and night is only 15°F. During these winter months, the temperatures cycle frequently between freezing and thawing causing severe wear on building materials. Annual precipitation totals 34 inches and is distributed rather uniformly throughout the year. Snowfall averages 50 inches and is again distributed rather evenly from mid-December through March. This average varies greatly from year to year.

The Boston area receives only 55% of possible annual sunshine, which is considerably less than many parts of the country but more than some of the New England States, the Great Lakes region and some of the Pacific Northwest. The sunshine is again distributed rather uniformly throughout the year.

Winds are generally from the West in winter and Southwest in summer but coastal storms frequently cause on-shore breezes from the

East, Northeast and Southeast. Severe storms with high winds inflicting extensive damage are comparatively rare in Boston, although late summer hurricanes do reach this far North, occasionally inflicting considerable damage.

building materials

TRINITY CHURCH / Ruddy Dedham Granite and Brown Longmeadow Freestone, used in dark and rich polychromy.

BOSTON PUBLIC LIBRARY / Pink Milford granite from Milford, Massachusetts; interior court is tawny Roman Brick.

SHERATON PLAZA HOTEL / Limestone
NEW OLD SOUTH CHURCH / Roxbury Puddingstone, with dark stone trim.

CURBSTONE / City standard is granite.

SIDEWALKS / City standard is concrete.

ROAD PAVING / City standard in this area is sheet asphalt.

18 / Details of Copley Square and Back Bay



DESIGN OBJECTIVES

A long-term objective of the City is to create a significant pedestrian environment and walking system that connects in sequence the Back Bay Fens, the Prudential Center, Copley Square, the Public Garden and Boston Common into the Government Center and Waterfront areas, and along Cambridge Street to the Charles River. (See Fig.7.)

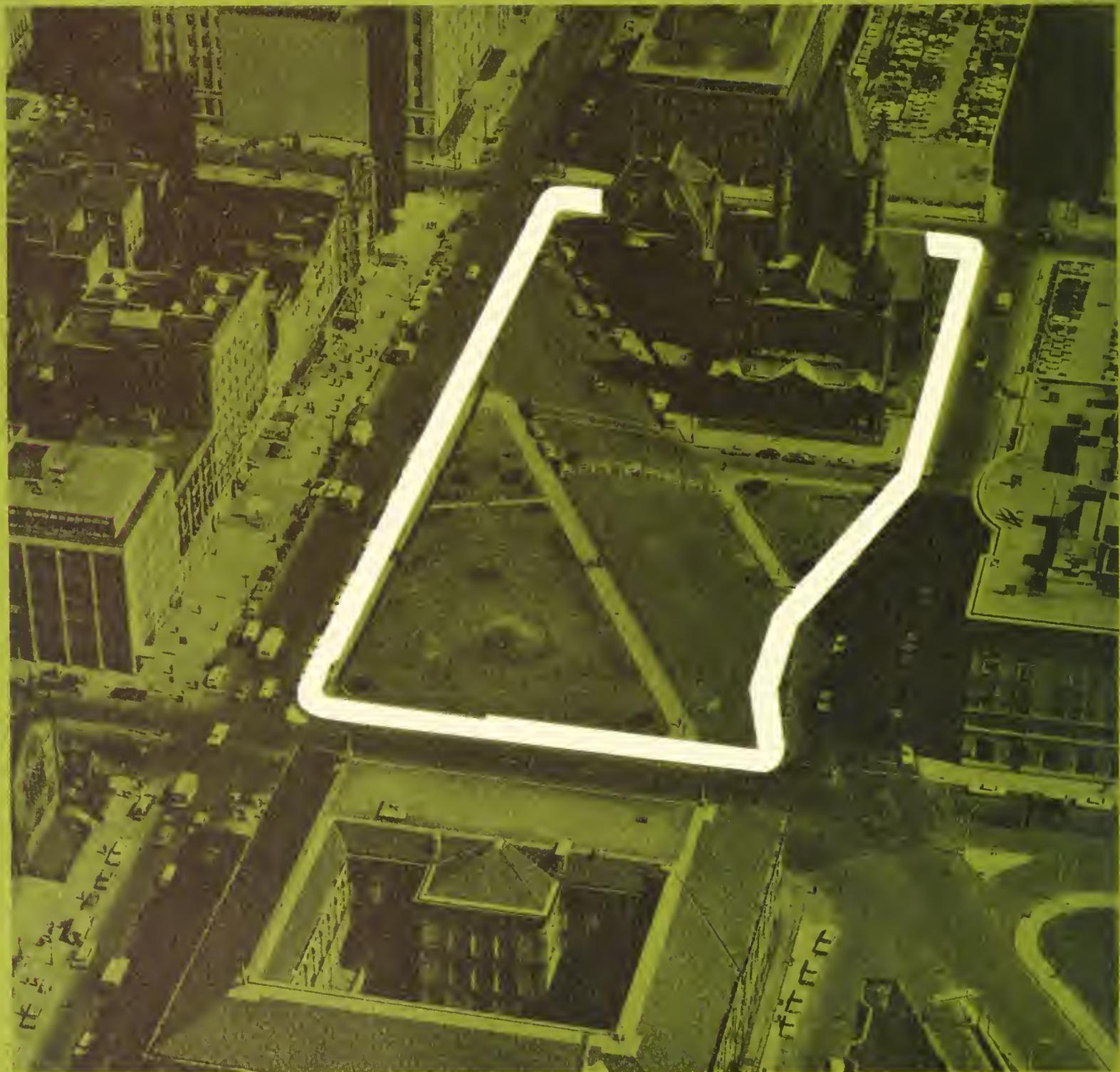
Boylston Street, with wide sidewalks and extensive commercial frontage will serve as the spine connecting the Prudential Center to Copley Square, thence on to the Public Garden and Boston Common. At a future date a landscaping and street furniture design will be proposed for this stretch of the street. Its design will be required to complement the design for the Square.

The immediate goal of this competition is the design of Copley Square itself. Until recently, this has been an almost impossible task because Huntington Avenue cut diagonally across the Square, bisecting it into awkward parts and creating a hostile pedestrian environment. Legislation has now been passed permitting the closing of this road and allowing the geographic boundary of the competition to be defined as the area bounded by Dartmouth Street, Boylston Street, Clarendon Street and St. James Avenue. (See plan.) Within this area the competitors are required to submit a detailed design.

The competitors are also urged to make design suggestions for all crosswalks leading into the Square and the public walks on opposite sides of the streets from the Square, thus taking into account the major pedestrian movements to, from and through the Square.

19 / Aerial View of Copley Square and Back Bay





DESIGN REQUIREMENTS

Copley Square may take any form proposed by the competitor within the following requirements of the program. Pools, walls, fountains, sculpture, lighting, trees, grass, planting and special landscaping effects are all permissible.

MANDATORY DESIGN REQUIREMENTS

1 / CONSTRUCTION COSTS

The sponsors feel that it is mandatory that the competitor's proposal falls within a construction budget, of \$500,000. To insure this, each submission must contain, in addition to the required drawings, an outline specification of all proposed materials, including planting, along with the quantities of each, their unit cost and total cost. A format for this is included in the Appendix under *Submission Requirements*. The winning design will be reviewed by a professional cost estimator. The competitors' attention is called to Article 21 of the proposed contract between the Parks and Recreation Department and the winning competitor.

2 / BUILDINGS

The construction of any building within the competition area is neither desired nor permitted.

3 / CURBS

Curb elevations and locations along Dartmouth Street, Boylston Street, Clarendon Street and Trinity Place shown on the utility plan, cannot be changed. Competitors will note the large radius of curvature at the corner of Dartmouth and Boylston. This is provided in anticipation of a large volume of traffic turning eastward onto Boylston from Dartmouth. There is some question that this large radius is necessary, and studies are currently endeavoring to determine this requirement. Until further notification, the designers are required to treat this area with the geometry as shown on the plan. Competitors will also notice a dotted line along the St. James Avenue curb of the Square, titled "POSSIBLE future curb line". It is hoped that in the future, St. James Avenue can be rebuilt to this dimension, thus slightly

enlarging the Square. For the present, however, the submissions must respect the solid line drawn for the curb.

4 / PARKING

No parking will be allowed in the Square nor on the side of the street next to the Square. No parking will be allowed on either side of Trinity Place if it is retained.

5 / TRINITY PLACE

Competitors will note that there is a street, named Trinity Place, directly in front of the Church steps (see *plans*); they are instructed that for the present the 50-foot right-of-way must be respected and that within this area only paving is allowed. The Boston Redevelopment Authority has petitioned the Public Improvements Commission requesting that this road be closed to public traffic. If the petition is successful this area will become parkland and vehicular access to the Church will be from St. James Avenue. The competitors will then be free to make other design proposals for this area. If the petition is not successful and the public right-of-way remains, the designers will be allowed to pave the 50-foot right-of-way with materials that are complementary to those proposed for other areas of the Square, thus effecting a unity of surface treatment while masking its function as a public street. All those registered for the competition will be notified as soon as a decision is reached. Whether or not the petition is successful, the ultimate design goal is to unify the Church with the Square, creating one continuous area.

NON-MANDATORY DESIGN REQUIREMENTS

1 / COMMERCIAL ACTIVITIES

Commercial activities within the Square, such as restaurants, newsstands, etc., are not desired. (*These activities are already established along the northern side of Boylston Street.*) Design elements that would foster temporary exhibitions and activities are permitted.



BOSTON REDEVELOPMENT AUTHORITY
Property of
Library



2 / UTILITIES

There exists beneath Copley Square a number of important public and privately owned and maintained utilities. Most are located within 6 feet of the surface. Their location and depth are shown on the Utility Plan. The information shown is based upon the best obtainable data but cannot be guaranteed. In general, it is the feeling of the City's Commissioner of Public Works and the Engineering Department of the Boston Redevelopment Authority, that these utilities should not be relocated (*particularly the larger ones*) because of the technical difficulty and the extensive cost. Should the competitor feel it necessary to relocate a portion of these, he must be aware that the cost will be deducted from the construction budget for the Square.

The competitor should further note that if he desires to lower the surface of the Square at any point, due consideration must be given to the protection of these utilities both from frost and physical loads.

3 / TOILET FACILITIES

Toilet facilities are not desired.

4 / LANDSCAPING — TRINITY CHURCH PROPERTY

Competitors are asked to study the existing landscaping on the Trinity Church property north of and contiguous with the Church. The Church will review any proposal made in this area by the winning entry and will endeavor to carry out the design intent.

5 / STATUE OF PHILLIPS BROOKS

A bronze colossal statue of Phillips Brooks, created by Augustus St. Gaudens, stands in a marble niche against Trinity Church, facing toward Boylston Street. See photo 22. The statue was erected to honor the 22-year ministry of the renowned preacher who later became the Bishop of the Episcopal Diocese of Massachusetts. The statue may remain in its existing position, or relocation to another part of the Square may be proposed. In either case, the designers must provide pathways to it from various points on the Square.

6 / NIGHT LIGHTING

The Square should be as attractive and inviting by night as it is by day. There are enough activities functioning on the Square's periphery to insure its evening use. Informal strolling and organized formal activities should be considered when designing the lighting for the Square.

7 / WINTER AND SUMMER USES

The competitors should endeavor to create a design that will be as attractive as it is usable during all seasons of the year. The information on Boston's climate should be carefully noted.

Shaded areas should be provided for summer strollers and sitters. Solar orientation and wind protection should be considered in the design of winter activity areas. Designers proposing fountains and/or reflecting pools should determine their winter character from both functional and aesthetic points of view.



22 / Statue of Phillips Brooks



authority for entering into contract

The Boston Park Department was first created in 1875 and through the years it has undergone various mergers and title changes. The Parks and Recreation Department is operated by a Board known as the Parks and Recreation Commission consisting of five members. This Board acts under the chairmanship of William J. Devine, the Commissioner of Parks and Recreation, who has the exclusive power to contract on behalf of the City of Boston Parks and Recreation Department. Through this competition the Parks and Recreation Department intends to secure and be guided by professional advice but reserves to the Parks and Recreation Commission itself the right and responsibility for award of the contract for professional services subject to obtaining prior written authorization therefore from the Mayor of Boston pursuant to the applicable provisions of the City Charter.

financing of construction

The City's financial contribution to the Copley Square Competition will cover the street improvements and a minimum portion of the beautifications. The City of Boston has applied to the federal government for a beautification grant to cover 90% of the construction cost. If this is unsuccessful a fund-raising campaign will be launched to finance the remainder of the cost of carrying out the winning design.

type of competition

As defined by the American Institute of Architects this is a Primary Class A-1 competition and is open and anonymous as hereinafter described. It will be conducted in a single stage.

As defined by the American Society of Landscape Architects code for competitions this falls under Paragraph D of the definition and is titled an "Open Competition".

A.I.A. and A.S.L.A. approval

The text of this program has been approved by the American Institute of Architects by letter to the Professional Advisor from the Secretary of the Institute dated June 11, 1965.

Similarly the program has been approved by the American Society of Landscape Architects by telegram to the Professional Advisor from the Secretary of the Society dated June 11, 1965.

professional advisor

The Sponsors have appointed Charles George Hilgenhurst, Director of Design Review of the Boston Redevelopment Authority, to prepare the program and conduct the competition.

His address for all matters pertaining to the competition is:

Charles G. Hilgenhurst, A.I.A.

Professional Advisor,

Copley Square Competition

Boston Redevelopment Authority

10th Floor, City Hall Annex

Boston, Massachusetts 02108

eligibility

The competition is open to any individual who meets any one of the three criteria listed below. An association of individuals such as architects, landscape architects, city planners, civic and urban designers, engineers, and sculptors grouped together expressly for participation in this competition will be admitted provided that at least one member of such a group meets any one of the same criteria, as follows:

- 1 / An architect registered in the United States of America.
- 2 / A landscape architect registered in any of those States where registration is available.
- 3 / In any State or territory of the U.S.A. where landscape architect registration is not available, the landscape designer is required to complete the statement that he has served as a principal of a firm actively engaged in landscape design for a period of not less than three years, and provide letters of reference attesting to this from two professionals in the same field.

exceptions

No employee of the Boston Redevelopment Authority or any other public employee of the City of Boston is allowed to compete, nor members of the Jury, their partners, associates, or employees.



registration and questions

Information on the registration form will be used to determine eligibility by the Professional Advisor. His decision in all cases will be final. Eligibility of all competitors will be verified. Late registration forms will not be accepted.

communications

All communications requesting clarification of the program or requirements shall be addressed to the Professional Advisor, be typewritten, and without any identification of the sender. No such communications will be accepted after *December 1, 1965*.

A copy of questions received and answers thereto will be sent to all competitors at the earliest practicable date or dates. These and any other necessary communications from the Professional Advisor shall be considered modifications and extensions of this program. The Professional Advisor reserves the right to disallow questions whose answers would not in his judgment clarify the program at the particular stage in which they are asked.

anonymity

Competitors are not allowed to communicate directly or indirectly with the Sponsors, the Jury, or the Professional Advisor, on matters pertaining to the competition, except as provided for in the paragraph on Communications above.

Proof of any such breach, as determined by the Professional Advisor, will result in disqualification. Each competitor in submitting an entry affirms that he has complied with all provisions to conceal the authorship of his entry and agrees that any deviation therefrom renders null and void any agreement resulting from the judgment. The Sponsors for their part undertake to conduct the competition in such a way that they, the Jury, and the Professional Advisor have no means of identifying the entries until the Jury decisions have been made. Unwrapping of entries will be performed by personnel other than the above.

number of entries

Competitors may submit more than one entry providing they submit a completed registration blank and \$15. fee for each entry.

wrapping of entries

All entries shall be double wrapped, so that the outer wrapping containing postmarks and return addresses may be destroyed. The inner wrapping is to be completely unmarked. The competitor shall attach to the back of Board #1 an opaque sealed envelope, without any outer marking, containing the name of the competitor as it appears on the registration form.

Receiving personnel will remove the outer wrapping and assign numbers to the envelopes and entries before turning the entries over to the Professional Advisor for his examination.

It is recommended that competitors securely attach the outline specifications booklet to the back of Board #3 to preclude damage during shipment. The booklet will be judged with the remainder of each entry and must therefore be affixed in a reasonable manner to allow for its inspection by the Jury.

delivery of entries

Entries shall be in one flat package for each entry. All packages shall be double-wrapped and identified as provided above, and protected adequately for shipment. They shall be sent prepaid to the Professional Advisor, as indicated below.

To make working time equal for competitors in different geographic areas, a deadline for completion is set two weeks in advance of the beginning of the judgment. Entries must either be delivered by hand before the deadline, or have postal proof of compliance with the deadline as explained below.

Even though proof of compliance with deadline is received, no entry shipped or mailed will be accepted if it arrives after the beginning of the Judgment. The arrival of packages in Boston in good condition and on time is the responsibility of the competitor.

Entries may be sent via Railway Express Agency (*by Air or Rail*); via the U.S. Postal Service; by Air Mail Parcel Post; or be delivered by hand.

The following procedure is recommended to competitors outside the Boston area using Railway (*or Air*) Express:

- a / Make arrangements with nearest Railway Express Agency Office.
- b / At time of dispatch, obtain from Railway Express Agency an extra copy of the Rail or Air Express receipt and have it stamped with the hour and date.
- c / Send this receipt by Registered Mail to the Professional Advisor as proof of submission before deadline.
- d / Dispatch entry to Professional Advisor.

Entries delivered by hand shall be brought to the 10th Floor Lobby of the Boston Redevelopment Authority, City Hall Annex, Court Street, Boston, before the deadline hour and date. No entries delivered by hand will be accepted after this deadline.

return of entries

Where desired by the competitor entries will be returned promptly following termination of the Judgment, with the exception of such entries as have been selected for exhibition and or publication (*which will be returned upon request at a later date*).

In such cases, the competitor will send a check, draft, or money order payable to the Professional Advisor, in an amount sufficient to cover the shipping with instructions as to how his entry is to be returned. This shall be done by the competitor within 6 weeks after public announcement of the awards.

Jury decision

The Sponsors agree that the decision of the Jury will be final in respect to the selection of the winning design. The decision shall be binding on all competitors.

Judgment

Following delivery of the numbered drawings to the Professional Advisor, he shall examine them to determine whether they comply with the requirements of the program, reporting to the Jury any instances of non-compliance. The Jury, having satisfied itself as to the accuracy of such report, shall then disqualify from further consideration any entry failing

to comply with the requirements. The Jury shall make a thorough study of the program including any modifications and extensions thereof previously issued to competitors, and shall then study thoroughly all qualified entries. The Professional Advisor shall take part in the deliberations of the Jury as advisor only, but may not vote.

Having selected by discussion and majority vote, the Jury shall notify the Professional Advisor in writing, giving the numbers of the selected 1st, 2nd and 3rd place winners plus any honorable mentions they so choose.

The Professional Advisor, in the presence of the Jury, shall then cause to be opened the envelopes corresponding to these numbers and announce the names and addresses of the winners to the Jury.

jury reports

Before terminating the Judgment, the Jury shall prepare and submit to the Professional Advisor a written report summarizing its findings and including a detailed critique of 1st, 2nd and 3rd place winners plus any honorable mentions as related to the Jury's criteria for judgment. A copy of this report will be sent to all competitors and will be released to the press.

notification

Immediately following the selection of the winning designs, the Professional Advisor shall open the envelopes and notify the winners by telephone or telegram. He shall then make public the names of the winners and send the list to each competitor by ordinary mail or by air mail according to distance.

prize awards

First Prize — \$5,000

Second Prize — \$2,000

Third Prize — \$1,000

Honorable Mentions may be given, without cash awards, at the discretion of the Jury. The Jury shall award all cash prizes but it is not required to recommend any competitor for award of the contract. All cash awards will be made within thirty days following the termination of the Judgment.

CONTRACT AWARD

The submission of an entry obligates the competitor to execute a contract for architectural and landscape architectural services with the City of Boston in substantially the form attached hereto, if the competitor, within one year of the public announcement of the award winners, is notified in writing by the Parks and Recreation Commissioner of his selection for the contract. Both His Honor, Mayor Collins, and Parks and Recreation Commissioner Devine have warmly endorsed the competition, and through the competition the Commissioner intends to secure guidance by professional advice. However, since the Commissioner is legally unable to delegate to the Jury his responsibility for the award of the contract for professional services, he must reserve the final choice for the contract award, subject to prior written authorization therefor from the Mayor of Boston, pursuant to the applicable provisions of the City Charter. Also the Commissioner reserves the right to fix the sums and percentages and to fill in all blanks for the form of contract prior to its execution, all based on the "C" rate as set forth in Article 21 of the form of contract attached hereto.

Any payment of prize money to a competitor shall be considered an advance payment on his fee for services should he enter the contract, otherwise, any such payment shall be accepted by a competitor as payment in full for his services in preparing his winning entry. If the Parks and Recreation Commission, acting by the Commissioner of Parks and Recreation, elects to execute a contract for the above professional services, the competitor selected for the contract shall furnish, if requested, such evidence as may be required with regard to his experience, his staff, and his proposed consultants. If the Sponsors, in consultation with the Jury and the Professional Advisor, consider these qualifications inadequate, the competitor will then be required to associate himself with an architectural or landscape architectural firm selected by him in consultation with the Jury and the Professional Advisor and acceptable to the Sponsors.

Under Massachusetts law, any competitor selected for the award of the contract must, unless already registered in Massachusetts, either become so registered as soon as possible and prior to execution of the contract, or associate himself with an architect already so registered, selected by him in consultation with the Jury and the Professional Advisor and acceptable to the Commissioner of Parks and Recreation.

Massachusetts law also requires that a contract for architectural services with a joint venture, joint enterprise, partnership, or corporation must be executed on behalf of such organization by a member or officer thereof who is registered in Massachusetts as an architect and who will exercise professional and supervisory control over the services. There are certain exceptions for such organizations practicing architecture prior to 1957.

The aggregate fee for architectural, landscaping, and engineering services shall not be increased as a result of either or both of the foregoing types of association, nor shall either type of association be construed as intended to supplant the competitor as the author of his design and the director of its further development.

FORM OF ENTRIES

general

It is the desire of the Sponsors to encourage the participation of large numbers of responsible competitors. To this end the form of entry is intended to be simple but complete.

Competitors shall provide all the required documents at the required scales and sizes. No other presentation material is permitted.

surroundings

Presentation shall be arranged to show as clearly and fully as possible the relationship between the design for Copley Square and the surrounding elements of the Square as described in the program. Buildings and other features at the edges of the open spaces shall be shown on the plans, sections, elevations, and perspective. Floor plans at or near ground levels shall show external features. Ground levels in sections and elevations shall extend to and include the face of buildings on the other side of the street.

media

All drawings shall be on stiff white boards 30" x 40". No color is permitted, but any non-smudging black, gray, or white medium may be used. Printed reproductions of drawings, tones, lettering or typescript may be mounted upon the boards, but must be black or gray or white. All explanatory notes and diagrams shall be placed on the boards.

All boards must be organized with the 40" edge dimension horizontal.

Borders, and the title "Copley Square Competition" shall not be used. Each drawing shall be identified (*i.e., plan, section, elevation, detail, etc.*) and specific areas within the drawings shall also be identified (*i.e., sculpture, fountain, tree types, etc.*). The number of the board shall appear in black, 1" high, at the lower right hand corner of each board.

All presentation materials must be mounted flush with the boards; no raised material shall be allowed.

mandatory drawings

Three numbered 30" x 40" stiff white boards as follows:

Board 1:

A detailed site plan at 1" = 20' using the architectural plan as a guide — all buildings surrounding the Square should be shown in tone.

Board 2:

An aerial perspective showing the entire Square, streets, and surrounding buildings. The perspective should be accurately drawn and rendered, using the drawing supplied as a base.

Board 3:

- a) Two cross-sections, one north-south, the other east-west. Sections must include the roads and buildings contiguous to the Square. Elevations of visible buildings should be shown.
- b) Any details that the competitor may wish to show, i.e., sculpture, lights, benches, etc., should appear in plan, elevation or section. Scale indication should be attached; a 6' human figure should be shown in outline whenever consideration of scale requires a means of comparison.
- c) Night lighting diagram — 1" = 40' of the competition area. This diagram is to be in the form of a plan showing the patterns of light developed on the Square's surface. Patterns of various sizes and shapes should be utilized depending upon the light and wattage and cut-off angle of the proposed luminaries. The plan should be presented in a form similar to a negative photostat with the lighted areas in white. This should be located on the lower left corner of the sheet.

symbols to be used for night lighting plan @ 1/40

	BUILDING ILLUMINATION
	SEARCH LIGHTS
	LOW LEVEL SPOT LIGHTS
	LOW MOUNT
	HIGH MOUNT
	FLOOD LIGHTS
	REFLECTED LIGHT
	LINEAL LIGHTS

- d) Booklet of outline specifications (*back of Board #3*):

A list of proposed materials with a brief specification of each shown in tabulation form on 8 1/2 x 11 sheets of paper with a black stiff cover should be securely attached to the back of this board. Separate columns

should indicate: material, total quantity, unit cost, and total cost, (*see sample*). Total cost column should be added and identified.

optional drawings

The following options are allowed, at the discretion of the individual competitor:

The competitors may desire to elaborate their design proposals by presenting the two (2) remaining cross-section views of the Square as an alternative to all or most of the part b details requirement on Board #3.

NO ADDITIONAL BOARDS WILL BE ACCEPTED AS A PART OF THE COMPETITION.

NO MODELS WILL BE ACCEPTED.

exhibition and publication

No entries submitted shall be exhibited or published until the results of the Judgment have been announced. The Sponsors reserve the right to subsequently exhibit and publish such entries as they may elect. Every reasonable effort will be made to ensure that all authors are given full credit for designs so exhibited or published, but the Sponsors cannot be responsible for the failure of the press or others to give proper credit.

ownership

The entries of all winning competitors shall become the property of the City of Boston.

The competitor selected by the Parks and Recreation Commission, acting through the Commissioner of Parks and Recreation, for the award of the contract, and if it is so awarded, acknowledges the right of the City to carry out his design, if necessary through his personal representatives, successors, or assigns, without additional expense to the City beyond the terms of the contract.

SCHEDULE

October 15

Deadline for Registration
and Release of Official Program

December 1

Final Date for Questions

February 15

Deadline for Completion of Competition

On about March 15

Announcement of Awards

agreement for architectural and engineering services

The form of architectural contract to be entered into, if one is awarded, shall be based upon the contract form recently revised by the City of Boston for architectural and engineering services, and substantially in the form and on the terms that follow:

THIS AGREEMENT made this _____ day of _____, 196____, by and between the City of Boston, hereinafter designated the "City", acting by the Commissioner of Parks and Recreation of the City of Boston, hereinafter designated the "Commissioner", and _____, hereinafter designated the "Designer", with local offices at Boston, Massachusetts, hereinafter designated the "Designer".

WITNESSETH THAT, WHEREAS, the City, acting by the Commissioner, intends to construct improvements upon and to landscape Copley Square substantially in conformity with the drawings submitted by the Designer as his entry in a National Design Competition for the improvement and beautification of said Copley Square.

NOW, THEREFORE, the City and the Designer, in consideration of the mutual agreements herein contained, agree with each other as follows:

Article 1. Information to be Furnished by City.

Upon the written request of the Designer, the City shall, so far as the work under this contract may require, furnish a complete and accurate survey of the site, giving grades and lines of streets and adjoining properties, and the rights, restrictions, easements, boundaries and contours of the site, test borings or pits and chemical, mechanical and other tests, and full available information as to sewer, water, gas and electric services.

Article 2. Modifications of Drawings.

The Designer shall consult with the Commissioner and make such minor modifications as shall be mutually agreed upon of said drawings submitted as his entry in said competition.

Article 3. Basic Drawings and Outline Specifications.

The Designer shall, upon the basis of such modified drawings, make and submit to the Commissioner not later than four (4) weeks thereafter basic drawings (which, to the extent the aforementioned drawings submitted as his entry are in the opinion of the Commissioner adequate as basic drawings, shall consist of such entry drawings) of Copley Square, showing the arrangement, design and construction and the general disposition of the principal features of the contemplated improvements and landscaping, together with detailed construction cost estimates prepared by a competent estimator. These basic drawings shall be developed with plans, elevations and sections sufficient to fix and illustrate the size and character of said improvements and landscaping in all of their essential basic particulars; and shall be accompanied by basic outline specifications embodying recommended materials, such as, but not limited to, flowers, shrubs, trees, flower boxes, walks, promenades, paving materials, lighting, sculpture, pools, and fountains, and any other improvements and work as may be required.

The Designer shall redraw and revise the basic drawings and outline specifications until they are satisfactory to the Commissioner as evidenced by the Commissioner's approval endorsed thereon in writing. In connection with the basic drawings and outline specifications, the Designer shall render full architectural and landscape services and pertinent structural, drainage, electrical and other engineering services.

Article 4. Payment for Modifications of Competition Drawings, Basic Drawings and Outline Specifications and Cost Estimates.

Upon the written approval by the Commissioner of the basic drawings, outline specifications and detailed construction cost estimates, the City shall pay the Designer, in addition to any sum which may be payable to him under Article 12, a

sum equal to thirty-five percent (35%) of _____ percent (____%) of (\$ _____) dollars, which sum or sums shall be in full for all work done and all services rendered by the Designer under this contract prior to the written approval by the Commissioner of the basic drawings and outline specifications, and detailed construction cost estimates. After final selection by the Commissioner of the lowest responsible and eligible bidder for the construction, and the award of the contract, this sum shall be adjusted to a true percentage of the said bid amount.

Article 5. Working Drawings and Detailed Specifications.

The Designer shall, upon the basis of such approved basic drawings and outline specifications, make and redraw and revise until they are satisfactory to the Commissioner, as evidenced by the Commissioner's approval endorsed thereon in writing, one complete set of working drawings and detailed specifications and such drawings of full size or large scale as are necessary or desirable in the opinion of the Commissioner to explain said working drawings and detailed specifications. In connection with the working drawings and detailed specifications, the Designer shall render full architectural and landscape services and all pertinent structural, drainage, electrical and other engineering services. Said working drawings and detailed specifications shall conform to all applicable provisions of municipal, state and federal law and to all applicable regulations of public agencies and City departments, shall accord with established methods of construction, and shall be in such form that bids can be received from general contractors and subcontractors and that the lowest eligible responsible bid by a general contractor for the complete improvement and landscaping of the Square, including the furnishing and planting of flowers, shrubs, and trees, the furnishing and construction of walks, promenades, paving materials, lighting, pools, and foundations, the furnishing and placement of sculpture, and any special architectural features, shall not exceed the sum of _____.

Said working drawings shall be thoroughly dimensioned and shall include, so far as the work under this contract may require, a site plan.

The site plan shall be developed from the survey furnished by the City and shall show the following

- A / A Site Development Plan based on the topographic survey furnished by the City and showing the following
 - Location of all existing improvements to be saved
 - Location of all proposed structures, walks, steps, benches and other general site improvements.
 - Location of existing trees to be saved and proposed plant masses.
- B / Grading Plan at scale 1" equals 20'. This shall include:
 - All footings or foundations, drainage requirements and other underground installations.
 - Connections to existing utilities.
 - Normal drainage for land and structures
 - Location of lawn areas, tree planting pits and shrub and flower beds.
 - Construction joints and scoring of pavement patterns.
- C / A plan or plans giving structural details of all architectural construction.
- D / All plans and necessary cross sections showing all plumbing, mechanical and electrical equipment and engineering construction. These drawings shall show piping and conduit arrangements and diagrams with location of all drainage fixtures and lighting standards.
- E / All necessary detail drawings at suitable scale to illustrate adequately special equipment or features and all special architectural or engineering features.
- F / Such drawings as may be necessary to illustrate clearly any special decorative work with details at not less than 1/2" to 1". Schedules of finishes showing clearly the location of the respective kinds of material referred to in the specifications.

The detailed specifications shall describe the materials, methods and workmanship, shall be in appropriate sections and shall contain for each section of the work a detailed description of all materials and the exact manner of assembling them. The Designer, without cost to the City other than the payment provided for in Article 6, shall furnish the Commissioner ten complete blackline sets of the approved working drawings and loan the Commissioner all approved original working drawings so that the Commissioner may make additional blacklines therefrom. The Designer shall also, without cost to the City other than the payment provided for in Article 6, furnish the Commissioner one complete typewritten set of the approved detailed specifications in stencil or other form suitable for reproduction, and, in addition, ten complete sets of said specifications.

Article 5-A. Installment Payment for Working Drawings and Detailed Specifications.

Upon the written certification by the Commissioner that both the working drawings and detailed specifications are each one third ($\frac{1}{3}$) completed, the City shall pay the Designer a sum equal to ten percent (10%) of (\$) Dollars, as an advance on account of the payment provided for under Article 6.

Article 6. Payment for Working Drawings and Detailed Specifications.

Upon the written approval by the Commissioner of the working drawings and detailed specifications, the City shall pay the Designer, in addition to any sum which may be payable to him under Article 12, a sum equal to thirty-five percent (35%) of percent (%) of (\$) Dollars, less the amount paid to the Designer under Article 5-A, which sum or sums shall be in full for all work done and all services rendered by the Designer under this contract from the Commissioner's written approval of the basic drawings, outline specifications and detailed construction cost estimates, to the Commissioner's written approval of the working drawings and detailed specifications. After final selection by the Commissioner of the lowest responsible and eligible bidder for the construction, and the award of the contract, this sum shall be adjusted to a true percentage of the said bid amount.

Article 7. Assistance with Construction Contract.

Upon the written approval by the Commissioner of the working drawings and detailed specifications, the Designer, without cost to the City other than the payment provided for in Article 6, shall prepare an Invitation for Bids form, a Proposal form, and a Contract form (said documents to be subject to the written approval of the Commissioner and to be drafted in collaboration with the Corporation Counsel of the City) and assist in the tabulation of all bids; and also without cost to the City other than the payment provided for in Article 6, shall make, on forms signed by the Commissioner, application for building permits to the Building Commissioner of the City of Boston and furnish said Commissioner all blueprints and all affidavits (including, without limiting the generality of the foregoing, all affidavits of structural engineers) that may be required by said Building Commissioner, and also prepare for the signature of the Commissioner and file all other applications required by municipal, state and federal agencies. All filing fees are to be paid by the Commissioner.

Article 8. Redrafting and Altering of Working Drawings and Detailed Specifications.

Without cost to the City other than the payment provided for in Articles 4, 5A, and 6, the Designer shall redraw or alter all drawings and specifications if the lowest eligible and responsible bid for the construction of the improvements and landscaping of the square exceeds the sum of (\$) Dollars, unless additional work is ordered by the Commissioner after the written approval of the basic drawings and outline specifications or unless a contract for construction is executed in a sum in excess of (\$) dollars or unless bids for the construction of said improvements and landscaping have not been advertised within three (3) months after written approval by the Commissioner of the working drawings and detailed specifications.

Article 9. Supervision of Construction.

If improvement and landscaping of the Square is commenced within three (3) years after the written approval by the Commissioner of the working drawings and detailed specifications, the Designer shall render full architectural, landscape and engineering services in connection therewith and shall fully supervise the construction of the improvements and the landscaping on the Square, and will to the best of his ability safeguard the City against defects and deficiencies in the performance and execution of the work by the contractor or contractors. Without limiting the generality of the foregoing, the Designer shall as a part of said architectural, landscape and engineering services and supervision, render the following services:

(a) The Designer shall prepare all necessary supplementary details, check shop drawings, review and approve materials, and methods, and check, report on, and make the necessary details for changes in the work proposed by the contractor or contractors.

(b) The Designer shall visit the site at such times as the progress of the construction requires to see that the work is being performed by the contractor or contractors in accordance with the working drawings and detailed specifications.

(c) The Designer shall consult with the Commissioner concerning changes, if any, during the progress of the construction and shall order such changes when directed in writing by the Commissioner so to do.

(d) The Designer shall submit to the Commissioner in a form satisfactory to him, weekly reports as to the progress of the construction and landscaping.

(e) The Designer shall seasonably sign and submit to the Commissioner, in a form satisfactory to him, such certificates of progress as the Commissioner may require to enable him to make progress payments to the contractor or contractors.

(f) Upon the written request of the Commissioner, the Designer shall decide any and all disputes between the City and the construction contractor or contractors as to the true interpretation and meaning of the drawings and specifications prepared by the Designer.

(g) Upon the conclusion of the work under the construction contract or contracts, the Designer shall furnish the Commissioner with two complete reproducible sets of working drawings and two complete sets of detailed specifications, both of which shall become and remain the property of the City.

The supervision required by the Designer under this article shall not include such continuous personal superintendence as is usually performed by a clerk of the works, and nothing in this article shall require the Designer to test materials used by the contractor or contractors in said improvement and landscaping of the Square.

Article 10. Payment for Supervision.

Upon the completion of the construction of the improvements and the landscaping and the acceptance thereof by the Commissioner, the City shall pay the Designer as full and final compensation for the services and supervision described in Article 9, a supervision fee which shall be thirty percent (30%) of that percent (determined in accordance with the provisions of Article 21 of this agreement) of the construction cost. The term construction cost, as used in this article, shall be interpreted as meaning the total cost of the construction and landscaping excluding any increase in that cost attributable to changes for which the Designer is compensated under Article 12, and excluding also the salary of the clerk of the works, any other reimbursements under Article 12 and architects' and engineers' fees if any are employed on the construction. In computing the construction cost, no deduction shall be made if the City varies the amount of any construction contract by accepting a credit for the omission or modification of any work covered by it and no deduction shall be made on account of any penalty or liquidated damages assessed against and withheld from the payments due to the general contractors. If labor is furnished below the established minimum rate in Massachusetts or if labor or materials are supplied below the standard list price for materials, the construction cost shall be computed upon the basis of such established rate and standard list price.

Article 11. Advance Payments on Account of Supervision Fee.

While the Designer is rendering the services and supervision described in Article 9, the Designer shall at his request be paid on account of the supervision fee described in Article 10 at the time of each progress payment made by the City to the Contractor or Contractors an amount equal to thirty percent (30%) of percent (%) of such progress payment. No payment shall be made under this Article which is, or which, when added to other such payments is, in excess of the supervision fee; and every payment made under this Article shall be on account, and in reduction of the supervision fee.

Article 12. Supplementary Services by the Designer.

The Designer shall render as hereinafter in this Article provided the following supplementary services for which the City shall pay the extra compensation hereinafter in this Article specified. Extra compensation accruing under this Article prior to the written approval by the Commissioner of the basic drawings and outline specifications shall be payable at the same time as the payment provided for in Article 4. Extra compensation accruing under this Article from the time of the written approval of the Commissioner of the basic drawings and outline specifications to the time of the written approval by the Commissioner of the working drawings and detailed specifications shall be payable at the same time as the payment provided for in Article 6. Extra compensation accruing under this Article for a clerk-of-the-works shall be payable upon submission to the Commissioner of his time sheets certified by the Designer. Other extra compensation accruing under this Article after the written approval by the Commissioner of the working drawings and detailed specifications shall be payable at the same time as the supervision fee provided for in Article 10.

(a) *Survey.* If the City fails to furnish the survey and information required by Article 1 or if the survey or information furnished by the City thereunder is deficient, the Designer shall himself ascertain the missing information, and shall, upon submission to the Commissioner of vouchers certified by him, be reimbursed by the City for the reasonable expenses incurred by him in ascertaining such information.

(b) *Clerk-of-the-Works.* Upon the written request of the Commissioner, the Designer shall employ a competent clerk-of-the-works who shall work under the direction of the Designer and shall give constant supervision to all construction and landscaping work but shall not make any decisions relating to arrangement, design or construction. If a clerk-of-the-works is employed pursuant to this Article, the City shall upon submission to the Commissioner of his time sheets certified by the Designer pay the amount paid by the Designer for the services of such clerk-of-the-works, but in no event more than Fifty (\$50) Dollars per day, provided, nevertheless that the City shall also reimburse the Designer for the Designer's out-of-pocket cost for Workmen's Compensation, Massachusetts Unemployment and Social Security taxes.

(c) *Changes.* If, after the written approval by the Commissioner of the basic drawings and outline specifications, the Commissioner makes any change which is not fundamental but which necessitates the redrawing of the basic drawings or the working drawings, the City shall upon submission to the Commissioner of employees' time sheets certified by the Designer, pay the Designer for such redrawing and for his personnel and overhead expenses and architectural and engineering services relating thereto two (2) times the total amount of the Designer's payroll costs in connection therewith. Designer shall not be paid for any time spent by him personally in connection with such redrawing; nor shall the Designer be paid for any time spent by him personally redrawing either the outline specifications or the detailed specifications or both. Any controversy as to whether a change is fundamental shall not be submitted to arbitration under Article 16, but shall be finally determined by the Commissioner.

(d) *Contingencies.* If the contractor becomes bankrupt or insolvent, or the Square or any part thereof, is damaged by fire, windstorm or other casualty, and additional architects' or engineers' services are as a result required, the City shall, upon the submission to the Commissioner of the employees' time sheets certified by the Designer, pay the Designer in full for such additional services two (2) times the total amount of the payroll costs in connection therewith, excluding the personal services of the Designer.

(e) *Development of Materials and Methods.* If the Commissioner should request in writing that the Designer undertake any testing of construction materials or methods, the City shall reimburse the Designer for his certified net costs in relation thereto. Where services of the Designer's staff are directly involved, the City shall upon submission to the Commissioner of employees' time sheets certified by the Designer pay the Designer two (2) times the total amount of the Designer's payroll costs in connection therewith, excluding the personal services of the Designer.

Article 13. Time and Order of the Designer's Services.

The Designer shall do the things, and render the services, to be done and rendered by the Designer under this contract, in such sequence and at such times as to insure the prompt and continuous prosecution of the services of the Designer, and shall in any event submit to the Commissioner not later than weeks from the date of execution of this contract by the City the basic drawings, outline specifications and cost estimates referred to in Article 3; and not later than four (4) months following written approval by the Official of such basic drawings, outline specifications and construction cost estimates, submit the working drawings and detailed specifications complete and ready for inviting bids.

Article 14. Bonds.

Simultaneously with the execution of this contract and before the same shall be binding upon the parties hereto, the Designer shall furnish a bond, with sureties satisfactory to the City in the sum of One Thousand (\$1,000.00) Dollars, which shall be executed by a surety company authorized to do business in the Commonwealth of Massachusetts and shall be conditioned upon the full and faithful performance of all the terms, conditions and provisions of this contract on the part of the Designer to be performed and observed.

Article 15. Discontinuance of Service.

The Commissioner may at any time discontinue the services of the Designer by notifying the Designer in writing to such effect. If, prior to the completion of the services to be performed by the Designer under this agreement, his services are so discontinued through no fault or neglect on his part, the following sums paid to the Designer in addition to any sums that shall have accrued to the Designer under Article 12, shall completely discharge the City under this contract:

If the discontinuance occurs prior to the written approval by the Commissioner of the basic drawings and outline specifications, the City shall pay the Designer such proportion of the sum provided for under Article 4 as the services actually performed by the Designer up to the date of the discontinuance bear to the total services involved in making the basic drawings and outline specifications to the reasonable satisfaction of the Commissioner.

If the discontinuance occurs simultaneously with the written approval by the Commissioner of the basic drawings and outline specifications, the City shall pay the Designer the sum provided for under Article 4.

If the discontinuance occurs after written approval by the Commissioner of the basic drawings and outline specifications but prior to the written approval by the Commissioner of the working drawings and detailed specifications, the City shall pay the Designer such proportion of the sum provided for under Article 6 as the services actually performed by the Designer up to the time of the discontinuance bear to the total services involved in making the working drawings and detailed specifications to the reasonable satisfaction of the Commissioner.

If the discontinuance occurs simultaneously with the written approval by the Commissioner of the working drawings and detailed specifications, the City shall pay the Designer the sum provided for under Article 6.

If the discontinuance occurs while the Designer is rendering the services and supervision described in Article 9, the City shall pay the Designer such proportion of the Supervision fee (as estimated or determined at the time of the discontinuance) as the services and supervision actually rendered by the Designer under Article 9 bear to the total services and supervision which at the time of the discontinuance it is estimated or determined the Designer would render under Article 9 for such fee.

If the services of the Designer are discontinued by the Commissioner because of fault or neglect on the part of the Designer the Designer shall not be entitled to any sum (except such as may, prior to the discontinuance, have become due and payable to him under Articles 4, 5-A, 6, 10, 11, 12, and 21) and shall be answerable to the City for all damages suffered by the City by reason of such fault or neglect.

Article 16. Arbitration.

Any and all controversies arising under this contract shall be submitted to a board of arbitration, one member of which shall be named by the Commissioner, one by the Designer, and a third by the aforesaid other two members. The decision of such board shall be final and conclusive upon the parties to this contract. The provisions of General Laws (Ter. Ed.) c. 251 shall apply to and govern the arbitration of any controversy which is submitted to the board of arbitration.

Article 17. Assignability

Neither the City nor the Designer shall assign or transfer their respective interests in this contract without the written consent of the other.

Article 18. Employment of Engineers.

The Designer shall before engaging an engineering firm or any engineer not a regular employee on the payroll of the Designer, for engineering services in connection with the work to be performed under this contract, obtain the written approval of the Commissioner in respect thereto and shall, in addition, retain the services of such approved person or firm until the full completion (construction) of that portion of the project in relation to which said person or firm was engaged to render engineering services

Article 19. Release.

In consideration of the execution of this contract by the City, the Designer agrees that simultaneously with the acceptance of what the City tenders as the final payment by it under this contract, the Designer shall execute and deliver to the City an instrument under seal releasing and from any and all claims, demands and liabilities of every kind and nature, both at law and in equity, arising or to arise in any way connected with this contract, save only such as are expressly excepted in said instrument.

Article 20. Variation in Work

Without the prior written approval of the Commissioner the Designer shall not order or authorize the contractor or contractor's subcontractors to do any work specified in the construction contract.

Article 21. Total Payment Limitation Provisions

Anything in any other Article or Article of this contract notwithstanding, the City shall pay the Designer for complete and satisfactory performance of this contract, a sum to be known as the basic fee, which shall be the fee per cent — interpolated vertically in the following schedule of fees, of the total cost of construction — times the total cost of construction, plus Designer any amounts which may be paid to the Designer as compensation for supplementary services rendered by the Designer; nevertheless, that in no event shall the total amount payable to the Designer under the terms of this contract, as of the date of the completion of the estimated expenditures of the City for supplementary services by the Designer, exceed the aggregate, nor shall the City pay more than _____ dollars (\$_____)

TOTAL COST OF CONSTRUCTION	A RATE	B RATE	C RATE	D RATE
\$ 100,000	7.0%	8.5%	10.0%	12.0%
250,000	6.8	8.3	9.8	11.8
500,000	6.6	8.1	9.6	11.6
750,000	6.3	7.8	9.3	11.3
1,000,000	6.0	7.5	9.0	11.0
2,500,000	5.0	6.5	8.0	10.0
5,000,000	4.0	5.5	7.0	9.0

Provided nevertheless that any amount received by the Designer as a prize in the aforementioned competition shall be deducted from the basic fee by setting off the amount of such prize, to the fullest extent possible, against the payment provided for by Article 4, and against subsequent payments hereunder as necessary until the full amount of such prize has been set off

Article 22. Society Rules or Customs.

No rules of any society or any custom of architects shall be binding on the part of the City.

Article 23. Consultation and Presentations.

The Designer shall consult with the Commissioner at reasonable times during the course of the work, when requested to do so by the Commissioner. The Designer shall be available for public presentations, as required by the Commissioner until such time as the construction and landscaping are completed

Article 24. Document Incorporated by Reference.

The letter addressed to His Honor, the Mayor of Boston dated _____ 19____ from the Commissioner and which was approved by the Mayor of Boston on _____ 19____ is incorporated herein by reference and made part hereof to the same extent as if set forth in its entirety.

_____ of the City of Boston, the party to this contract other than the City is a partner in the firm of _____, that the professional and supervisory control over the work to be performed hereunder shall be exercised by that partner in the case may be, who is a registered architect in the State of Massachusetts.

This agreement is subject to funds being available therefor.

The parties hereto have executed this contract as of the date written.

CITY OF BOSTON

By _____
Commissioner of Parks and Recreation

DESIGNER

By _____

MEETING OF BOARD OF DIRECTORS

19

At a meeting of the Directors of the
duly called and held at
on the _____ day of _____, 19____,
at which a quorum was present and acting, it was
VOTED, That
the _____ of this corporation is hereby
authorized and empowered to make, enter into, sign, seal and deliver, in behalf
of this corporation a contract for
with the City of Boston, and a performance bond in connection with such
contract.

I do hereby certify that the above is a true and correct copy of the record, that
said vote has not been amended or repealed and is in full force and effect as of
this date, and that
is the duly elected
of this corporation.
Attest:

BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT we, _____ with local
offices at _____
Massachusetts, (hereinafter called the "Principal"), as Principal, and the

a corporation duly organized and existing under the laws of _____
and having a usual place of business in Boston, as
surety, are held and firmly bound unto the CITY OF BOSTON, Boston,
Massachusetts, (hereinafter called the "Obligee") in the penal sum of ONE
THOUSAND DOLLARS (\$1,000.00) (which sum is hereby agreed to be the maximum
liability hereunder), lawful money of the United States of America, well and truly
to be paid, and for the payment of which we and each of us hereby bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

THAT said Principal has entered into the annexed contract with the said
Obligee, wherein said Principal agrees to render architectural and engineering
services in connection with construction of improvements in Copley Square in
the City of Boston, Massachusetts.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH,
That if the above-bounden Principal shall fully and faithfully perform all the
terms, conditions and provisions of said contract on the part of the Principal to
be performed and observed and shall faithfully furnish and do everything therein
required of said Principal, and shall also pay for all labor performed or furnished,
and for all materials used, in carrying out said contract, then this obligation
shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
affixed their seals at Boston, Massachusetts, this _____
day of _____, 19____

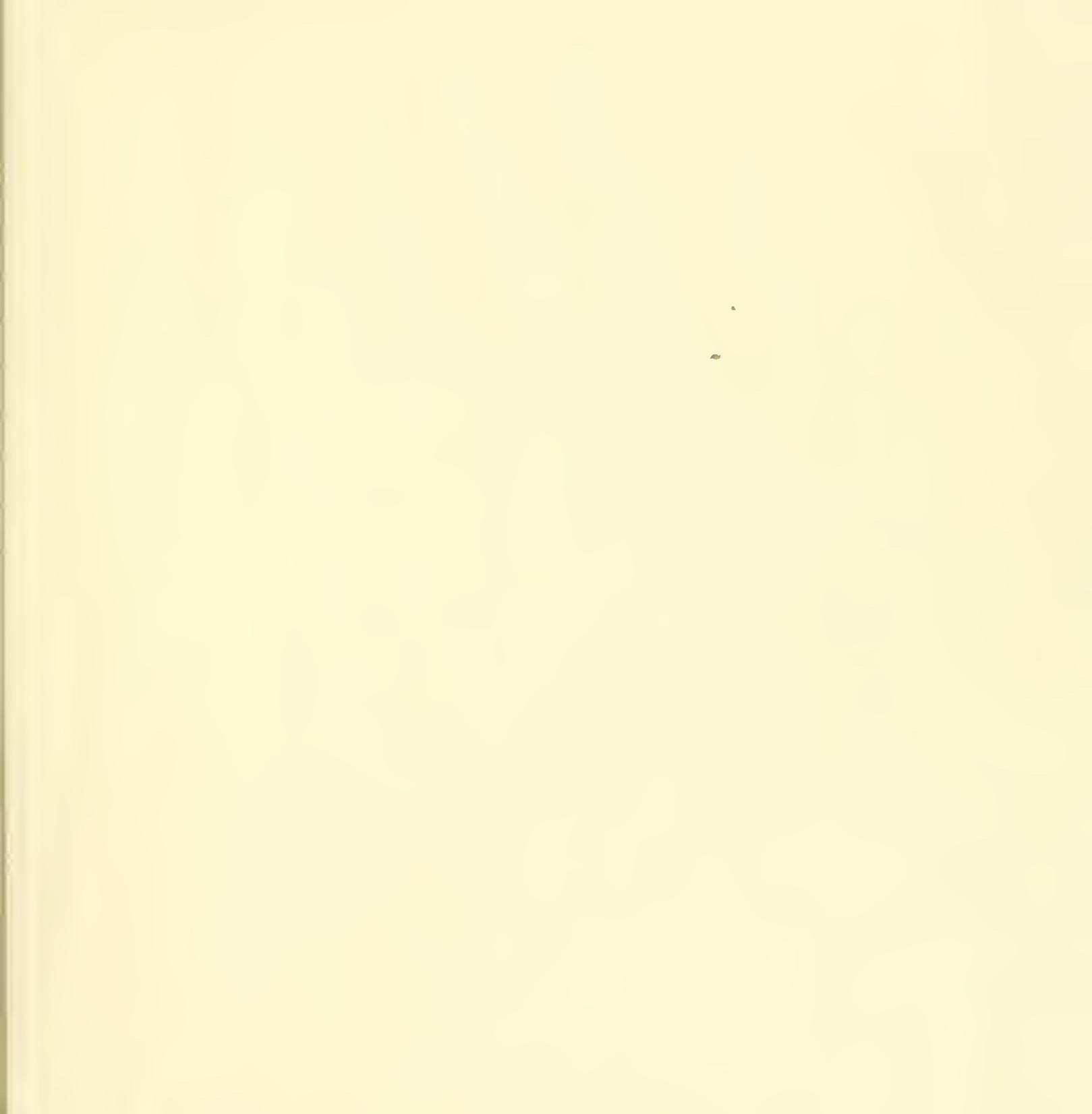
By _____ Principal _____ Bonding Company

By _____ Title By _____ Attorney-in-Fact

32 / John Singleton Copley



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