



**Massachusetts Gaming Commission**  
**101 Federal Street, 12th Floor**  
**Boston, MA 02110**

**2017 COMMUNITY MITIGATION FUND**  
***2017 Transportation Planning Grant Application***  
**BD-17-1068-1068C-1068L-11234**

**APPLICATIONS DUE NO LATER THAN FEBRUARY 1, 2017.**

***Please complete the entire application.***

	City of Boston	APPLICATION #2 of 2
1.	NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT	
2.	Boston Transportation Department DEPARTMENT RECEIVING FUNDS	
3.	James E. Gillooly, Deputy Commissioner NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS	
4.	One City Hall Square, Room 721, Boston, MA 02201 ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS	
5.	617-635-3843 <a href="mailto:James.Gillooly@Boston.Gov">James.Gillooly@Boston.Gov</a> PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS	
6.	Gina N. Fiandaca, Commissioner, Boston Transportation Department NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY	
7.	One City Hall Square, Room 721, Boston, MA 02201 ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY	
8.	617-635-3669 <a href="mailto:Gina.Fiandaca@Boston.Gov">Gina.Fiandaca@Boston.Gov</a> PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY	
9.	Wynn Boston Harbor NAME OF GAMING LICENSEE	

**1. IMPACT DESCRIPTION**

**Please describe in detail the transportation related impact that is attributed to the construction or operation of a gaming facility. Please provide support for the determination that the construction or operation of the gaming facility caused, is causing or may cause the impact.**

Application (#2 of 2) for the Award of 2017 Funds in Addition to Reserve Funds

Prior to the Gaming Commission's decision to award a gaming license authorizing Wynn Boston Harbor to locate a casino/hotel along Broadway in Everett, the City of Boston had a concept plan in place for the reconstruction of Sullivan Square/Rutherford Avenue. Now that the casino/hotel is a certainty, the City is reassessing its prior plan and will be in active planning/design mode for the next 3 years. As provided by the MEPA documentation related to the casino/hotel development, some 70 % of the traffic generated by the casino/hotel is expected to go through Sullivan Square. As such, the City is revisiting the prior design for Sullivan Square/Rutherford with the intention of having the final design reasonably accommodate the casino/hotel traffic.

**2. PROPOSED USE OF PLANNING FUND**

**Please identify below the manner in which the funds are proposed to be used. Please provide documentation (e.g. - invoices, proposals, estimates, etc.) adequate for the Commission to ensure that the funds will be used for the cost of planning to mitigate the transportation impact from the construction or operation of a proposed gaming establishment. Please describe how the planning request will address the specific transportation impact indicated. Please attach additional sheets/supplemental materials if necessary.**

The Boston Transportation Department has a contract with Tetra Tech, Inc. under which they will provide 25% engineering design services relative to the reconstruction of Sullivan Square/Rutherford Avenue in Charlestown. This contract is for \$3,949,254 with 80% funded by Federal Highway. The City will be required to cover 20% or \$789,851 of the cost. Under this application, the City requests the granting of \$150,000. This would be in addition to the \$100,000 on reserve for the City of Boston, and would also be used to fund a portion of the City's costs under the Tetra Tech, Inc. contract.



**3. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS**

Please provide detail regarding the controls that will be used to ensure that funds will only be used to plan to address the specific impact. If non-governmental entities will receive any funds, please describe what reporting will be required and how the applicant will remedy any misuse of funds.

All funds expended under the Tetra Tech contract will be related to the design of the Sullivan Square/Rutherford Avenue project. Funds will only be paid out to Tetra Tech upon their documentation of appropriate costs that they have incurred in providing work under the scope of their contract with BTB.

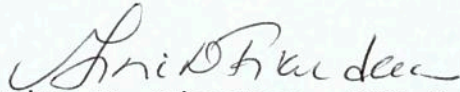
**4. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS AND MASSACHUSETTS ENVIRONMENTAL POLICY ACT (MEPA)  
DECISION**

Please describe and include excerpts regarding the transportation impact and potential mitigation from any relevant sections of any Host or Surrounding Community Agreement. Please also briefly summarize and/or provide page references to the most relevant language included in the most relevant MEPA certificate(s) or comment(s) submitted by the community to MEPA. Please explain how this transportation impact was either anticipated or not anticipated in that Agreement or such MEPA decision. If planning funds are sought for mitigation not required under MEPA, please provide justification why funding should be utilized to plan for such mitigation. For example, a community could provide information on the significance of potential impacts if trip generation totals exceed projected estimates.

The City made clear repeatedly in its comments to MEPA during the review of the casino/hotel project that it had a plan for the reconstruction of Sullivan Square/Rutherford Avenue that would not support the presence of the Wynn Boston Harbor casino/hotel. So at this juncture, now that the casino/hotel's presence must be considered a given, the City has directed its design consultant to re-examine the options for the design of the roadway project in order to complete a design that will support the requirements of the casino/hotel, amongst other traffic generators, for the long term. This includes a thorough examination of the relative merits of an all-surface design option with other options that would include one or more underpasses.

**CERTIFICATION BY MUNICIPALITY/GOVERNMENTAL ENTITY**

On behalf of the aforementioned municipality/governmental entity I hereby certify that the funds that are requested in this application will be used solely for the purposes articulated in this Application.



Gina N. Fiandaca, BTD Commissioner

January 31, 2017

Signature of Responsible Municipal  
Official/Governmental Entity

Date

**APPROVAL OF THE MASSACHUSETTS GAMING COMMISSION**

On behalf of the Massachusetts Gaming Commission, the Commission hereby authorizes the payment from the Community Mitigation Fund in accordance with M.G.L. c. 23K as outlined in this Application.

Executive Director

Date

Ombudsman

Date

Project Number: P606226P12  
Federal Aid No.: HP/TIP-002S(661)  
City/Town of: Boston  
Agreement Number: 77951  
Agreement Date: \_\_\_\_\_  
Contractor: City of Boston  
Completion Date: June 30, 2017

*The Commonwealth of Massachusetts*



**Design Agreement Between  
City of Boston and MassDOT  
Rutherford Avenue Reconstruction Project**



*Boston, Massachusetts*



# MASSDOT STANDARD CONTRACT FORM



This form is issued and published by the Massachusetts Department of Transportation (MassDOT or Department). Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> City of Boston (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> MassDOT-Highway Division <b>MMARS Department Code:</b> DOT
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 1 City Hall Avenue, Boston, MA 02108	<b>Business Mailing Address:</b> 10 Park Plaza, Boston, MA 02116
<b>Contract Manager:</b> James Gillooly	<b>Billing Address (if different):</b>
<b>E-Mail:</b> James.Gillooly@boston.gov	<b>Contract Manager:</b> Michael J. Schwartz
<b>Phone:</b> (617) 635-3843 <b>Fax:</b> (617) 635-3630	<b>E-Mail:</b> Michael.j.schwartz@state.ma.us
<b>Contractor Vendor Code:</b> VC6000192075	<b>Phone:</b> 857-368-9464 <b>Fax:</b> 857-368-0632
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address Id Must be set up for <u>EFT</u> payments.)	<b>MMARS Doc ID(s):</b> CT DOT 6433 INTF 00X0 2015 A 0077951 <b>RF/Procurement or Other ID Number:</b> Agreement 77951
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended), \$ <u>3,159,403.00</u>	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); <input checked="" type="checkbox"/> <u>only</u> initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <u>25% Design Agreement with the City of Boston to redesign and upgrade Rutherford Avenue from City Square to Sullivan Square.</u>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30</u> , 20 <u>17</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>James E. Gillooly</u> , Date: <u>6/26/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>James E. Gillooly</u> Print Title: <u>Interim Commissioner</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>Francis A. DePaola P.E.</u> , Date: <u>7/24/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>FRANCIS A. DEPAOLA P.E.</u> Print Title: <u>HIGHWAY ADMINISTRATOR</u>



Massachusetts Department of Transportation - Highway Division

CONTRACT AWARD

Amount Range: \$500,000 and up

**Originating Office:** Project Management      **Agreement #:** 77951  
**Agreement Type:** Municipal Earmark/Bond Agreement      **Project ID:** P606226P12  
**Project/Location:** Boston-Rutherford Avenue Improvements Project  
**Vendor/Party Name:** City of Boston  
**Vendor/Party Address:** 1 City Hall Avenue  
Boston, MA 02108  
**Original Max. Obligation:** \$3,159,403.00      **Completion Date/Duration:** June 30, 2017  
**NTP Date:** 7.24.2014      **Federal Aid Number:** HP/TIP-002S(661)

**Description:**

Enclosed is a copy of an unexecuted Agreement between MassDOT and the City of Boston for furnishing preliminary design and engineering services for Phase I (25% Design) of the Rutherford Avenue Improvements Project extending from Sullivan Square to the North Washington Street Bridge.

The design for this Project will be done in two phases. Work under Phase I will cover preliminary design activities, which will include the environmental tasks, preparation of preliminary design and right of way plans and the design public hearing. The City's Design Engineer, Tetra Tech, Inc., will evaluate reasonable alternatives and identify a preferred alternative for implementing the main line and intersection improvements needed to meet current AASHTO design standards.

The total estimated costs for the Phase I preliminary design work is \$3,949,254.00. However reimbursement by MassDOT will be made with 80% federal participating funds and be limited up to, but not exceeding \$3,159,403. Any costs in excess and above this amount will be borne by the City.

Federal participation for funding the Rutherford Avenue Project have been earmarked under SAFETEA-LU MA# 183 and TIP MA# 210. Both earmarks have been set up to cover the 25% design costs for this project. Federal Highway Administration approval for participating in the funding of this design agreement has been received.

It is therefore recommended that the subject agreement with the City of Boston be approved.

cc:Peter Cavicci (District 6)

**Submitted By:**

**Approved By:**

Omar Epstein      7/9/14  
 Consultant Contract Administrator      Date

Robert G. Jones      7-17-14  
 Chief Engineer      Date

Marie Rose      7/9/14  
 Director-Roadway Project Management      Date

Maryellen      7/18/14  
 General Counsel      Date

Matt N. WA      7/14/14  
 Budget/C.E.P.O.      Date

Frank      7/24/14  
 Highway Administrator      Date

Joseph P. Barros      7/23/14  
 Director of Contracts & Records      Date

N/R  
 Secretary/CEO      Date

**ATTACHMENT A**

**SCOPE OF SERVICES**

**TETRA TECH, INC.**

**and**

**Subconsultant Design Team**



BOSTON  
RUTHERFORD AVENUE / SULLIVAN SQUARE

## SCOPE OF SERVICES

**(1) Tetra Tech, Inc.**

- Management
- Preliminary Highway Design
- Preliminary Drainage Design
- Utility Coordination
- Environmental Investigations
- Hazardous Materials Investigations
- Traffic Analyses
- Preliminary Traffic Signal Design
- Preliminary Traffic Management
- Preliminary Signing and Pavement Markings

**(2) Jacobs Engineering Group, Inc.**

- Pavement Design
- Preliminary Lighting Design
- Preliminary Retaining Wall Layout and Design
- Preliminary Railroad Coordination, Track and Grade Crossing layout
- Geotechnical Investigations and Design
- Sketch Plans for Demolition and backfilling of Bridge Nos. B-16-245 and B-16-351

**(3) Surveying and Mapping Consultants, Inc.**

- Topographic Survey
- Property Ownership Investigations
- Project Base Plans

**(4) Brown, Richardson, and Rowe, Inc.**

- Preliminary Landscape and Streetscape Design

**(5) The Cecil Group**

- Public Participation

**BOSTON  
RUTHERFORD AVENUE / SULLIVAN SQUARE**

**SCOPE OF SERVICES**

**TETRA TECH, INC.**



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**SECTION 100 PROJECT DEVELOPMENT ENGINEERING**

Tasks under Section 100 required by MassDOT were completed under the Concept Development phase of the project.

The project has been advanced through the PNF and PIF.

A broad-based public outreach program that fully vetted the purpose and need of the project, alternatives evaluation, and potential effects of the project was conducted during the Concept Development phase of the project. The public outreach program included presenting the project at 10 public meetings using visual aids to explain the various alternatives.

**101 Project Concept Preparation (Development of Purpose and Need)**

**Completed.** *Prepare a general description and definition of the project. Visit site and conduct preliminary surveys.*

**102 Preliminary Project Area Analysis**

**Completed.** *Prepare an overview that evaluates the project area in light of the project's purpose and need to determine any additional studies that are beyond the Scope of Services that may be required. Also, examine planning any applicable criteria, degree of citizen and agency involvement and other issues and factors that may influence the design of the project provided by the Engineer*

**103 Reasonable Alternative(s) Identification**

**Completed.** *Evaluate endorsed alternatives that meet the project's purpose and need to determine, if they are feasible and reasonable.*

**104 Alternatives Analysis and Report Preparation**

**Completed.** *Select engineering and environmental solutions to accomplish the project's purpose and need and prepare a report that presents all findings. The written evaluation of alternatives shall include a description of the alternatives, a comparison of the advantages and disadvantages of each alternative, and supporting data for the conclusions. Those alternatives that are eliminated from further study shall be graphically illustrated and should be accompanied by descriptions of the locations with statements as to why further consideration is not warranted.*

**SECTION 150 ENVIRONMENTAL**

**General**

During the 25% design phase, studies will be conducted to produce the necessary documents, hereafter referred to as Environmental Document(s), to meet the requirements of the National Environmental Policy Act (NEPA) and the Massachusetts Environmental Policy Act (MEPA).

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The requirements of the National Environmental Policy Act are contained in Federal Highway Administration Rules and Regulations, 23 CFR 771. The requirements of the Massachusetts Environmental Policy Act, MGL c. 30, s. 61, are contained in 301 CMR 11.00 *MEPA Regulations*.

Sufficient information will be presented in the Environmental Document(s) to demonstrate that a comprehensive examination has been made of the social, economic, and environmental effects of the proposed project. It is expected that non-major environmental documents (*e.g.*, Environmental Notification Forms and Categorical Exclusion Determinations) will be sufficient to meet the NEPA and MEPA filing requirements on this project. This opinion is based on information gained during the conduct of the Concept Development phase. Within the project limits no environmental resource areas, other than the Mystic and Charles Rivers, were identified during the Concept Development phase. Although a comprehensive document search was not conducted, it is believed that there are no historic or archeological sites within the project limits. The Ryan Playground is located adjacent to the right of way, but no work extends on to park lands. An initial investigation to identify hazardous waste sites was conducted during the Concept Development phase and impacts are expected to be minimal and manageable, but some additional investigation and documentation is required.

Permit or approval applications will be required for the project, but these applications are not filed until the final design has been advanced sufficiently to thoroughly document the proposed work and detail the impacts. Therefore, the 25% design scope of work includes no permit application preparation.

The scope of work for environmental tasks follow below. For tasks not applicable to this project, the MassDOT standard task number and name have been retained for reference, but with the notation "**Not required**" in bold letters.

**151 Early Environmental Coordination Design Submission Checklist**

Complete the 25% Design Submission Early Environmental Coordination Checklist. This task includes coordination with local, regional, state, and federal resource agency staff. Documentation that an adequate level of consideration has been made to avoid and minimize impacts to identified environmental resources will be prepared for MassDOT review. Written responses will be prepared for each item on the Checklist, including supporting documentation and graphics.

**152 Historic/Archaeology – Federal Section 106 and State Chapter 254**

Provide information in accordance with the requirements of MassDOT's *Environmental Requirements for 25 Percent Design*, of the *Project Development and Design Guide* as itemized in the "25% Design Early Environmental Coordination Checklist." Check the MassDOT website for: the most recent version of the checklist, a template for the standard local historic commission/tribal historic preservation officer solicitation letter; and an updated contact/address list. Be available to meet with CRU staff, and with local and state historical commission representatives, as agreed upon between MassDOT and the Consultant.



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**153 Massachusetts Endangered Species Act (MESA) Determination**

Not required due to the urban location of the project.

**154 Hazardous Materials Research/Review**

Preliminary work was completed under the previous phase in conformance with the requirements of MassDOT's *Environmental Requirements for 25 Percent Design*, of the *Project Development and Design Guide*. The proposed scope builds on this work to identify in greater detail the specific issues associated with the areas of known or potential soil and/or groundwater contamination based solely on readily available non-invasive existing information sources, and to prepare a field sampling plan to confirm actual conditions. We have also budgeted for a preliminary early-action field investigation to target critical areas where more detailed knowledge can help inform design decisions.

The deliverables under this task include the following: a preliminary Hazardous Materials Assessment Report suitable for appending to a 25% Design submittal, a comprehensive subsurface sampling plan will be developed that is intended to evaluate subsurface conditions in potentially adversely impacted areas as identified by the detailed document review, documentation of early action subsurface investigation performed to inform design criteria, and a comprehensive final report containing documented research, subsurface investigation results if applicable, and a site matrix outlining issues and recommendations for additional subsurface investigation to evaluate areas of potential environmental concern.

Because the extent of this effort is contingent on the results of file research and preliminary field investigations, the objective of this task is to provide enough data so that an informed approach can be made for the more extensive investigations that may need to be conducted under final design. This task is intended to include:

- Synthesize information from existing sources to aid the preliminary design phase by identifying areas of known or potential soil and/or groundwater contamination;
- Identify land uses that may suggest special handling of soil or groundwater may be warranted during construction so that costs can be included in the contract bids;
- Develop a preliminary subsurface sampling plan for use as the foundation of a comprehensive subsurface investigation to characterize soil and groundwater in order to anticipate and minimize or mitigate handling and disposal costs during construction;
- Provide data that informs future material management plans to minimize downtime related to unanticipated contamination.

Specific subtasks include the following:

1. Preliminary information developed to date is based on a review of available on-line databases in 2008; the viability of such searches is typically limited to 6 months. Tetra Tech will conduct a current on-line database search for the project limits and immediate vicinity to update our records, matching the search databases outlined in MassDOT's 25%

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- Project Development and Design Guide criteria, and a select group of additional databases if warranted. We will review the available historical aerial photograph database and the Historic Fire Insurance Maps (Sanborn maps) currently available and compare them with the library we have developed to date. Data gaps will be filled if deemed significant.
2. The previous evaluation yielded 174 sites in the project area that were listed in the target regulatory databases, including 15 sites with Massachusetts Contingency Plan (MCP) Release Tracking Numbers (RTNs). To the extent practicable, we will review information on these RTNs that is available on the DEP's searchable web based sites list. It is likely that some RTNs will not yet have on line information posted to the website. For this reason, we have also budgeted for a limited amount of time (a week) to review un-posted hardcopy files at the DEP's Northeast Regional Office in Wilmington.
  3. Tetra Tech will review past uses to the extent practicable, based on historical photographs and Insurance Maps to help inform our understanding of past operations that may impact current subsurface conditions.
  4. The Hazardous Material Review Team will meet with various project team disciplines, including roadway design, utility design, structural design/geotechnical analysis, to gain an understanding, to the most practicable extent, of what subsurface disturbance may be expected during construction. This task may entail field work collecting soil or groundwater samples from locations concurrently with geotechnical subsurface investigation.
  5. Tetra Tech will compile information from items 1 through 4, above, to develop a map of historical uses that may pose risk, and couple that information with areas of likely soils disturbance to develop a matrix of sites of potential concern, including location, regulatory status, and known chemicals of concern on the site, if possible. Based on the likelihood of encountering conditions of exposure to these sites, we will develop a set of recommendations for subsurface exploration, including drilling, test pitting, and laboratory analysis, as warranted. The subsurface recommendations will be conservative in nature. This matrix is intended to inform Client decisions with respect to the desired level of effort and detail in field investigation required to support the project.
  6. While the overall work product is a tool to inform decisions regarding the nature of follow up subsurface investigation, it is very likely that a few locations of critical importance may be identified where early action is required to inform ongoing design decisions. For this reason, we have budgeted for limited subsurface investigation to further evaluate these areas of critical early action. This task will support drilling, soil and groundwater sampling, test pitting, or other media testing. The scope for subsurface drilling and test pitting is carried within the Geotechnical section of this proposal, and it includes both an initial planned program for geotechnical evaluation, and potential early action investigation. Overall, the program comprises installation of up to 20 borings, up to 10 monitoring wells, and up to 30 test pits. We have budgeted to be on site during select portions of the subsurface testing to collect soil and groundwater samples. We have budgeted for up to 75 soil samples and 10 groundwater samples to be analyzed for an assemblage of target analytes that may include combinations of the following: MCP 14 metals, Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), PCBs, extractable and volatile petroleum hydrocarbons (EPH/VPH). We have also budgeted for analysis of up to 40 samples to be tested for asbestos by bulk polarized light microscopy. We have also



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- budgeted for up to 6 waste profile characterization samples lined/unlined landfill soil management and up to 3 equivalent analyte packages for groundwater, which include VOCs, RCRA 5 metals, SVOCs, TPH, and PCBs, We have budgeted for disposal of up to 9 drums of water or soil, assuming no hazardous waste conditions. Our scope assumes that the Client can make arrangements for temporary storage within or near the project limits of up to 9 drums of tailings and purgewater until they can be transported for disposal.
7. Work product will be a Hazardous Materials Assessment Report, including methodology, Project Corridor Map with relevant sites shown, decision making matrix showing all relevant sites, hazardous conditions and chemicals if known, and recommended subsurface investigation response, if applicable. Appendices will contain the results of early action critical investigation, if applicable.

**155 Project Development Meetings and Public Hearings**

A limited number of environmental coordination meetings (4) will be attended for the conduct of environmental tasks.

**156 National Environmental Policy Act / Massachusetts Environmental Policy Act (NEPA/MEPA) Determination**

Determine the appropriate level of documentation in the NEPA process (Categorical Exclusion, Environmental Assessment (EA) or Environmental Impact Statement (EIS)) and the MEPA process (Environmental Notification Form (ENF) or Environmental Impact Report (EIR)) by meeting and coordinating early with government agencies, local boards and commissions.

**157 NEPA-Categorical Exclusion (CE)**

Based on anticipated minimal environmental impact it is assumed that the project will require a Categorical Exclusion.

Prepare a Categorical Exclusion (CE) Determination Checklist for Federal-Aid Actions in accordance with the *Programmatic Agreement For Approval Of Categorical Exclusions Between The Federal Highway Administration And The Massachusetts Highway Department*, dated May 17, 2005, and Federal Highway Administration Regulation 23 C.F.R. § 771.117 (1987).

**158 NEPA-Environmental Assessment (EA)**

Not required.

**159 NEPA- Draft Environmental Impact Statement (EIS)**

Not required.

**160 NEPA- Final Environmental Impact Statement (EIS)**

Not required.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION  
HIGHWAY DIVISION

Boston  
Rutherford Avenue/Sullivan Square

25% Design Proposal

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**161 NEPA Supplemental Environmental Impact Statement (EIS)**

Not required.

**162 NEPA Reevaluation**

Not required.

**163 MEPA—Environmental Notification Form (ENF)**

Based on anticipated minimal environmental impact it is assumed that the project will require an ENF.

Prepare an ENF and associated correspondence to various agencies, as necessary, in accordance with the Massachusetts Environmental Policy Act and MEPA Regulations 301 CMR 11.00. Prepare associated filing attachments, such as a distribution list and public notice; responses to comments, as necessary; and attend public meetings.

**164 MEPA— Draft Environmental Impact Report (DEIR)**

Not required.

**165 MEPA— Final Environmental Impact Report (FEIR)**

Not required.

**166 MEPA Notice of Project Change**

Not required.

**167 MEPA Supplemental Environmental Impact Report**

Not required.

**170 USACE Section 404 General Permit (PGP)**

Not required.

**171 USACE Individual Section 404 Permit**

Not required.

**172 U.S. Coast Guard Bridge (USCG) Permit**

Not required.



# Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

**Name** ( List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See **Specific Instruction** on page 2)

City of Boston

**Business name**, if different from above. (See **Specific Instruction** on page 2)

Check the appropriate box:  Individual/Sole proprietor  Corporation  Partnership  Other

<b>Legal Address:</b> number, street, and apt. or suite no. One City Hall Square, Room 721	<b>Remittance Address:</b> if different from legal address number, street, and apt. or suite no.
<b>City, state and ZIP code</b> Boston, MA 02201	<b>City, state and ZIP code</b>

Phone # ( ) Fax # ( ) Email address:

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.  
*Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

<b>Vendors:</b> Dunn and Bradstreet Universal Numbering System (DUNS)	<p><b>Social security number</b></p> <p>□□□-□□-□□□□</p> <p>OR</p> <p><b>Employer identification number</b></p> <p><b>04-6001380</b></p> <p>DUNS</p> <p><b>958165953</b></p>
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No  Yes  If yes, **in compliance with** the State Ethics Commission requirements.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

<b>Sign Here</b>	<b>Authorized Signature</b>	<b>Date</b> <b>1/31/2017</b>
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**Purpose of Form**  
A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

**Use Form W-9 only if you are a U.S. person** (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

**If you are a foreign person, use the appropriate Form W-8.** See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

**What is backup withholding?** Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

**5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).**

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> City of Boston (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Massachusetts Gaming Commission <b>MMARS Department Code:</b> 1068CONVD
<b>Legal Address: (W-9, W-4, T&amp;C):</b> One City Hall Square, Boston MA 02201	<b>Business Mailing Address:</b> 101 Federal Street, Boston MA 02110
<b>Contract Manager:</b> James Gillooly	<b>Billing Address (if different):</b>
<b>E-Mail:</b> james.gillooly@boston.gov	<b>Contract Manager:</b> Mary Thurlow
<b>Phone:</b> 617-635-3843 <b>Fax:</b>	<b>E-Mail:</b> mary.thurlow@state.ma.us
<b>Contractor Vendor Code:</b> 00004177	<b>Phone:</b> 617-979-8420 <b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD ____ (Note: The Address ID Must be set up for <a href="#">EFT</a> payments.)	<b>MMARS Doc ID(s):</b> BD-17-1068-1068C-1068L-11234 <b>RFR/Procurement or Other ID Number:</b> 2017CMFA
<p style="text-align: center;"><input checked="" type="checkbox"/> <b>NEW CONTRACT</b></p> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <a href="#">815 CMR 2.00</a> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <a href="#">Employment Status Form</a> , scope, budget) <input checked="" type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget) <a href="#">MGL c. 23K, The Expanded Gaming Act</a>	<p style="text-align: center;"><input type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> Enter Current Contract End Date <b>Prior</b> to Amendment: _____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <b>new</b> Total if Contract is being amended). \$ <b>250,000</b> .	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <a href="#">EFT</a> 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <a href="#">G.L. c. 29, § 23A</a> ); ___ only initial payment (subsequent payments scheduled to support standard <a href="#">EFT</a> 45 day payment cycle. See <a href="#">Prompt Pay Discounts Policy</a> .)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Category 1, Region A: Reserve Fund application for engineering design services for reconstruction of Sullivan Sq/Rutherford Ave, Charlestown (1 of 2). Category 1, Region A: Community Mitigation Fund application for engineering design services for reconstruction of Sullivan Sq/Rutherford Ave, Charlestown (2 of 2).	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>June 30, 2019</b> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <a href="#">Contractor Certifications</a> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <a href="#">Commonwealth Terms and Conditions</a> , this Standard Contract Form including the <a href="#">Instructions and Contractor Certifications</a> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <a href="#">801 CMR 21.07</a> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  Date: <u>1/31/2017</u> (Signature and Date Must Be Handwritten At Time of Signature)	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)
Print Name: <u>Gina N. Fiandaca</u> Print Title: <u>Commissioner</u>	Print Name: _____ Print Title: _____





COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE COMPTROLLER  
Electronic Funds Transfer Sign Up Form

This form should be sent to a department with whom you do business.

Request type must be checked:  Initial Request  Changing Existing Account  Closing Account

I, Richard DePiano, hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

**VENDOR BANK INFORMATION**

Vendor Bank Name: Citizens Bank  
Vendor Bank Transit Number (ABA): 011500120  
Vendor Bank Account Number: 1130021731  
Account Type: \_\_\_\_\_

**Filling out this field is a requirement for changing account number**

Vendor Bank Old Account Number: \_\_\_\_\_  
Account Type: \_\_\_\_\_

**VENDOR INFORMATION**

Vendor Tax Identification Number (TIN): 04-6001380  
Vendor/Business Name: City of Boston  
Vendor Contact Name: Richard DePiano  
E-mail: Richard.DePiano@Boston.gov  
Telephone: 617-635-4140  
Address: One City Hall Square  
City: Boston State: MA Zip: 02201

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: [Signature]  
Print Name: Richard DePiano Title: Asst. Collector - Treasurer Date: 1/31/2017

Form forwarded to Commonwealth Department: \_\_\_\_\_  
Attached voided check here:

