



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

**2016 COMMUNITY MITIGATION FUND**  
**2016 TRANSPORTATION PLANNING GRANT APPLICATION**

**APPLICATIONS DUE NO LATER THAN FEBRUARY 1, 2016.**

*Please complete the entire application.*

West Springfield

1. NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT

Mayor's Office

2. DEPARTMENT RECEIVING FUNDS

Sharon Wilcox, Chief Financial Officer and Town Accountant

3. NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS

26 Central Street, West Springfield, MA 01089

4. ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS

(413) 263-3025 [swilcox@west-springfield.ma.us](mailto:swilcox@west-springfield.ma.us)

5. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS

William Reichelt, MAyor

6. NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

26 Central Street, West Springfield, MA 01089

7. ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

(413) 263-3041 [wreichelt@west-springfield.ma.us](mailto:wreichelt@west-springfield.ma.us)

8. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

MGM Springfield

9. 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.**

The Surrounding Community Agreement ("SCA") between the Town of West Springfield and MGM, which followed an Arbitration Decision by a panel of three respected former jurists, specifically recognizes the unique and significant impact that the MGM project will have on traffic along the Memorial Avenue corridor in West Springfield. Memorial Avenue bisects West Springfield and leads directly to the MGM project site, immediately across the Connecticut River, which separates West Springfield from Springfield.

The SCA specifically recognizes this impact, providing: "MGM shall pay to the Community Six Hundred and Sixty-Five Thousand Dollars (\$665,000.000), representing the design and permitting costs (but not the construction costs) for reconstruction of Memorial Avenue in West Springfield." [Emphasis added]. This funding amount was included in the Town's Best and Final Offer based upon an estimate it had received from a reputable firm for this work. Unfortunately, when the Town issued a Request for Proposals for the design work, the bids came in substantially higher than the initial estimate. The Town has now entered into a contract with Greenman-Pedersen, Inc. ("GPI") to perform this design work. The total amount of this contract is \$945,000. The amount attributable to the Memorial Avenue design and permitting is \$812,500, representing an excess cost of \$147,500 above the funding provided under the SCA. However, as discussed below, GPI has informed the Town that there will be additional cost, conservatively estimated to be in the range of \$75,000-\$100,000. This is due to additional costs associated with community outreach, consensus building, complexity of Complete Street Design elements, analysis and coordination with another regional project. **Therefore, the Town hereby requests a Transportation Planning Grant in the amount of \$247,500.** A copy of the fully-executed contract between the Town and GPI is attached hereto as Exhibit 1, and a copy of the estimate for additional costs is attached as Exhibit 2.

**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.

See above. The Town will use the requested funds solely for the purpose of funding the design and permitting of a project to reconstruction Memorial Avenue, which will (as evidenced by the SCA and the Arbitration Decision) will be uniquely impacted due to its close proximity and access to the MGM project.

**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.

The funds will be placed in a designated grant account, pursuant to G.L. c.44, s.53A and will be expended solely to pay invoices from GPI related to the design and permitting of the Memorial Avenue reconstruction project.

**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.


As noted above, the relevant portion of the SCA recognizes the impact of the project to Memorial Avenue in West Springfield (page 2, section 1).

The MEPA certificate for the project states, on page 5, that "[p]er the SCAs, physical mitigation improvements previously proposed by the Proponent in the Towns of Longmeadow and West Springfield will no longer be undertaken by MGM Springfield." Excerpts of the MEPA certificate are attached hereto as Exhibit 3. Though this statement is not accurate, in that the SCA does not address the issue of physical improvements proposed by MGM, the clear import of this language is that the MEPA office determined that the funding under the SCA for the Memorial Avenue redesign (believed at the time to be adequate to fully fund design and permitting of that project) was an appropriate mitigation measure by MGM. However, what was clearly not anticipated by any party was that the cost of designing the Memorial Avenue reconstruction would exceed the estimate by \$247,500.

The Town has been in close consultation with the local Regional Planning Agency, the Pioneer Valley Planning Commission (PVPC), on this project. Indeed, the project is identified as a High Priority Project in the latest update to the Pioneer Valley Regional Transportation Plan (see attached documentation). Representatives from the PVPC attended a public project meeting on 11/9/15 and a meeting with the Town and MassDOT on 1/8/2016 related to coordinating this with another regional project. Documentation of such consultation and meetings is attached hereto as Exhibit 4.

**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.



1/29/16

\_\_\_\_\_  
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. 29K as outlined in this Application.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ombudsman

\_\_\_\_\_  
Date

**EXHIBIT 1**

TOWN OF WEST SPRINGFIELD

\$288,859.80

5160-410-5800-12

CONTRACT & GENERAL CONDITIONS

# 15-410-010

(Contract Number)

Date: March 18, 2015

This Contract is entered into on, or as of, this date by and between the Town of West Springfield (the "Town"), and

Greenman – Pedersen, Inc.

("Contractor")

181 Ballardvale Street, Suite 202  
Wilmington, MA 01887

(Mailing Address of the Contractor)

978-570-2999

(Telephone)

978-658-3044

(FAX)

Gpinet.com

(Website)

1. This is a Contract for the procurement of the following:

Redesign and Reconstruction of Memorial Avenue and Union Street Extension  
in West Springfield, Mass.

2. The Contract price to be paid to the Contractor by the Town of West Springfield is:

Not to exceed \$ 945,000.00

3. Payment will be made as follows:

Progress Payments

4. Definitions:

4.1 Acceptance: All Contracts require proper acceptance of the described good or services by the Town of West Springfield. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance of services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

4.2 Contract Documents: All documents relative to the Contract including (where used) Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications Included in IFB, Drawings, and all Addenda issued during the bidding period. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by

all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

- 4.3 The Contractor: The "other party" to any contract with the Town. The term shall (as the sense and particular contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract, Use of the term "Contractor" shall be understood to refer to any other such label used.
- 4.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract Documents, as modified by Amendments and Change Orders.
- 4.5 Goods: Goods, Supplies, or Materials.
- 4.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 4.7 Work: The services or materials contracted for, or both

5. Terms of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor on or before March 17, 2018 unless extended pursuant to a provision for extension contained in the Contract Documents at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds. The time limits stated in the Contract Documents are of the essence of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid by the Contractor.

8. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of West Springfield shall have all the rights and remedies provided in the Contract Documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract including damages and specific performance and the right select among the remedies available to it by all of the above.

Statutory Compliance:

9. Statutory Compliance:

9.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where



applicable to the Contract, the provisions of General Laws are incorporated by reference into this Contract, including but not limited to the following:

**General Laws Chapter 30B: Procurement of Goods and Services.**

**General Laws Chapter 30, Sec. 39, et seq: Public Works Contracts.**

**General Laws Chapter 149, Sec. 44A, et seq: Public Buildings Contracts.**

- 9.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 9.3 The Contractor shall give all notices and comply with all laws and regulations bearing on the performance of this Contract. If the Contractor performs the Contract in violation of any applicable law or regulation, the Contractor shall bear all costs arising there from.
- 9.4 The Contractor shall keep itself fully informed of all existing and future State and National Laws and Municipal Bylaw and regulations and of all orders and decrees of any bodies or tribunals having jurisdiction in any manner affecting those engaged or employed in the work, of the materials used in the work, or in any way affecting the conduct of the work, if any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with and shall cause all its agents, employees and Subcontractors to observe and comply will all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town of West Springfield, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or Subcontractors or any such law, by-law, regulation or decree.

10. Conflict of Interest:

Both the Town and the Contractor stipulate to the applicability of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity, which shall constitute a violation of that law. The Contractor shall be deemed to have investigated its applicability to the performance of this Contract; and by executing the Contract Documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

11. Certification of Tax Compliance:

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A, (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

12. Debarment:

The Town (as a non-federal entity) is prohibited from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred (Excluded Parties List System). The Contractor, by executing the Contract, certifies that it is not currently debarred or suspended by the Commonwealth of Massachusetts, or the Federal Government, under any Commonwealth or Federal Law or

regulation. Furthermore, if, during the duration of this contract, the Contractor becomes suspended or debarred, the Contractor shall notify the Town via registered mail of this occurrence.

13. Discrimination:

The Contractor will carry out the obligation of this Contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151B (Law Against Discrimination,) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended.

14. Assignment:

Assignment of this Contract is prohibited, unless assignment is provided for expressly in the Contract Documents.

15. Condition of Enforceability against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Mayor as Chief Procurement Officer or his/her designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of West Springfield unless and until the Contractor complies with this section.

The Contractor (and Subcontractors as defined in Paragraph 4.6 of the General Conditions), if a foreign corporation shall comply with the provisions of the General Laws, Chapter 181, Sections 3 and 5, and any Acts and Amendments thereof, and in addition thereto, relating to the appointment of the Commissioner of Corporations as its attorney, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

16. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of West Springfield shall be individually or personally liable on any obligation of the Town under this Contract.

17. Notice:

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 of the Contract, and to the Town of West Springfield, Town Hall, 26 Central Street, West Springfield, Massachusetts.

18. Binding on Successors:

This Contract shall be binding upon the Contractor, its assignees, transferees, and/or successors in interest (and where not corporate, the heirs and estate of the Contractor).

19. Complete Contract:

This instrument together with its endorsed supplements, and the other components of the Contract Documents, constitutes the entire contract between the parties, with no agreements other than those incorporated herein.

20. Contract Type Supplements:

The foregoing provisions apply to all contracts to which the Town of West Springfield shall be a party. One of the following "Supplements" must be "checked" as applicable to this Contract, shall be attached hereto, and shall in any event apply as the nature of the Contract requires. The Supplement contains additional terms governing the Contract:

( ) Goods Supplement "G"      Applicable to Contracts for the procurement of Goods (governed by the provisions of General Laws Chapter 30B).

(X) Services Supplement "S"      Applicable to Contracts for the procurement of Services, (governed by the provisions of General Laws Chapter 30B).

( ) Construction Supplement "C"      Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works (governed by the provision of General Laws Chapter 30B);

(2) Public Buildings (governed by the provision of General Laws Chapter 149, Sec. 44A, et seq.); and

(3) Public Works (governed by the provisions of General Laws Chapter 30, Sec. 39M, et seq.).

## SUPPLEMENT "S"

1. This form supplements the Town of West Springfield, "Contract and General Conditions," and applies only to contracts for the procurement of services.
2. "Services" shall mean the furnishing of labor, time, or effort by the contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

3. Change Orders:

Change orders may not increase the quantity of services by more than (25.0%) per cent, in compliance with General Laws Chapter 30B, Sec. 13.

4. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Section 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 to 27D (Prevailing Wage), as shall be in force and as amended. Contractor will provide documentation of compliance with prevailing wage law to the Town.

5. Indemnification:

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising out of any act, omission, or neglect on the part of the Contractor or any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

- 5.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expense, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

- 5.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to nonexecution of the work or at any time due to defective work or materials.
- 5.3 In any and all claims against the Town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.
- 5.4 The obligations of the Contractor under this paragraph shall not extend to the liability of the Town, its agents or employees, arising out of (a) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (b) the giving of or the failure to give directions or instructions by the Town, its agents or employees provided such giving or failure to give directions or instructions is the primary cause of the injury or damage.
- 5.5 The intent of the Specifications regarding insurance to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the Work.
- 5.6 The contractor shall maintain, during the term of this Contract, a policy of workman's compensation insurance, if required by law to maintain the same and shall provide evidence of said insurance to the Town prior to beginning of performance.

Dated: 3-31-15

By:   
 The Town of West Springfield  
 Chief Procurement Officer/Mayor

By:   
 Town Accountant/Chief Financial Officer  
 Certified as to Appropriation

By:   
 Town Attorney  
 As to Form

The Contractor by: 

# **GPI** Greenman-Pedersen, Inc.

181 Ballardvale Street, Suite 202  
 Wilmington, Massachusetts 01887  
 Tel.: (978) 570-2999  
 FAX: (978) 658-3044

*An Equal Opportunity Employer*

<b>To:</b>	Town of West Springfield 26 Central Street West Springfield, MA 01089	<b>Project:</b>	Memorial Avenue Reconstruction
		<b>Location:</b>	Memorial Avenue and Union St. Extension West Springfield, MA
		<b>Project No.:</b>	MAX-2014145.00
<b>Requested By:</b>	Jim Lyons Town of West Springfield	<b>Date:</b>	March 17, 2015
<b>Prepared By:</b>	Jason DeGray	<b>Page:</b>	1 of 3

**SCOPE OF SERVICES:**

Greenman Pedersen, Inc. hereinafter referred to as “the CONSULTANT” hereby proposes to provide professional services to the Town of West Springfield (“the CLIENT”) in accordance with the Scope of Services as specified below and on attached pages. If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the Scope of Services and constitutes additional services, the CONSULTANT shall promptly notify the CLIENT in writing. Such changes mutually agreed upon by the CLIENT and the CONSULTANT shall be incorporated as written amendments to this Contract. All invoices shall be paid in full, by the CLIENT, prior to release of final instruments of service.

This project involves the redesign and reconstruction of Memorial Avenue and Union Street Extension in the Town of West Springfield, MA. The limits of the work on Memorial Avenue (Route 147) are anticipated to extend from the limit of MassDOT Morgan Sullivan Bridge rehabilitation project (MassDOT Project # 605384) to the Route 5 State Highway Layout, a distance of approximately 1.5 miles. The limits of work on Union Street Extension are anticipated to extend from the intersection with Memorial Avenue to the transfer station driveway along Palmer Avenue, for a distance of approximately 2000 feet. The reconstruction of Memorial Avenue shall involve the potential widening of the roadway to accommodate traffic; the reconstruction and/or rehabilitation of the existing pavement as determined through investigation and testing (pavement cores, test pits and/or borings); the reestablishment and/or installation of new granite curbing and cement concrete sidewalks along both sides of the roadway with a potential provision for a grass buffer strip; improvements to the existing closed drainage system and sanitary system as needed; the upgrade and capacity improvements at the signalized intersections of Memorial Avenue with Baldwin Street, Union Street, and Bresnahan Street at the Century Center Shopping Plaza Driveway; and the provision for “Complete Streets” amenities including street lights, street trees and street furniture as deemed appropriate. The work may also involve geometric improvements to the “triangular area” around the intersections of Memorial Avenue, Bresnahan Street and Main Street. Finally, the work may include the design and installation of a new waterline as a Non-Participating element of the Contract. The reconstruction of Union Street Extension shall involve the reconstruction and/or rehabilitation of the existing pavement as determined through investigation and testing (pavement cores, test pits and/or borings); the provision for a well-defined roadway edge and a closed drainage system; and the consolidation and/or coordination of the various industrial driveways along this local roadway.

**FEES & SCHEDULE:**

The following table summarizes the costs of the tasks described in this Contract. Work shall be billed on a Lump Sum Basis.

The schedule shall conform to the Design Schedule that was submitted as part of the Proposal. GPI shall update the schedule once a Notice to Proceed is provided and a Kickoff Meeting with the town is held.

Tasks	Estimated Fee	Direct Expenses*
<b>Memorial Avenue</b>		
Task 100 – Project Development Engineering	\$41,500	
Task 150 – Environmental	\$29,500	
Subsurface Investigation		\$23,500
Task 200 – Functional Design Report	\$33,500	
Traffic Counts		\$7,500
Task 220 – Design Exception Report	\$7,500	
Task 300 – 25% Highway Design Submission	\$208,500	
Pavement Testing		\$7,500
Task 350 – Design Public Hearing	\$8,500	
Task 400 – 75% Highway Design Submission	\$188,500	
Construction Contract Time Determination		\$15,000
Landscape Design Consultant		\$40,000
Task 450 – 100% Highway Design Submission	\$65,500	
Task 500 – Right of Way	\$48,500	
Task 800 – PS&E Submission	\$44,500	
Task 900 – Construction Engineering	\$31,500	
Travel/Printing		\$1,000
Misc Direct Expenses (Reproductions, Mileage, etc...)		\$10,500
<b>SUBTOTAL</b>	<b>\$707,500</b>	<b>\$105,000</b>

\*Note Direct Expenses are associated with most pertinent task, some costs may extent across multiple tasks

# Exhibit A

Tasks	Estimated Fee	Direct Expenses*
<b>Union Street Extension</b>		
Task 100 – Project Development Engineering	\$10,000	
Task 300 – 25% Highway Design Submission	\$61,500	
Subsurface Investigation		\$4,500
Pavement Testing		\$4,500
Traffic Counts		\$1,500
Task 450 – 100% Highway Design Submission	\$22,500	
Task 500 – Right of Way	\$14,000	
Task 900 – Construction Engineering	\$12,500	
		\$500
Misc Direct Expenses (Reproductions, Mileage, etc...)		\$1,000
<b>SUBTOTAL</b>	<b>\$120,500</b>	<b>\$12,000</b>

\*Note Direct Expenses are associated with most pertinent task, some costs may extent across multiple tasks

**TOTAL FEE** **\$945,000.00**

This proposal is deemed withdrawn by the CONSULTANT if not accepted by the CLIENT signing and returning a fully executed copy of this proposal within ten (10) days of the date written above, unless time for the CLIENT's acceptance is extended pursuant to a writing signed by the CONSULTANT. The General Terms and Conditions attached hereto are incorporated by reference as if fully set forth herein.

Reimbursable expenses incurred in conjunction with the performance of the work as described shall include, but are not limited to, data collection, travel, reproduction, telephone, materials and supplies, shipping, delivery, and postage. Reimbursable expenses will be invoiced separately, in accordance with the provisions of the attached General Terms and Conditions, and are in addition to and not included in the above labor fees.

  
 \_\_\_\_\_  
 GPC AUTHORIZATION

\_\_\_\_\_  
 March 17, 2015  
 DATE

Please indicate that you understand and agree to the terms and conditions set forth herein by signing below:

\_\_\_\_\_  
 CLIENT AUTHORIZATION

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 PRINT NAME, TITLE, FULL CLIENT COMPANY NAME BELOW (As Applicable)



# Detailed Scope of Services

## SCOPE OF SERVICES DETAILED DESCRIPTION:

The CONSULTANT has prepared this Contract Agreement for engineering design services for the redesign and reconstruction of Memorial Avenue and Union Street Extension in the Town of West Springfield, MA. The limits of the work on Memorial Avenue (Route 147) are anticipated to extend from the limit of MassDOT Morgan Sullivan Bridge rehabilitation project (MassDOT Project # 605384) to the Route 5 State Highway Layout, a distance of approximately 1.5 miles. The limits of work on Union Street Extension are anticipated to extend from the intersection with Memorial Avenue to the transfer station driveway along Palmer Avenue, for a distance of approximately 2000 feet. The reconstruction of Memorial Avenue shall involve the potential widening of the roadway to accommodate traffic; the reconstruction and/or rehabilitation of the existing pavement as determined through subsurface investigation including pavement cores, test pits, and/or borings (it is understood that Memorial Avenue used to accommodate a Tram system and existing infrastructure may be present in the subgrade, the boring plan will seek to determine the extent to which this will need to be remedied during construction as well as the presence of any fill material from the previous use of the area as a dump); the reestablishment and/or installation of new granite curbing and cement concrete sidewalks along both sides of the roadway with a potential provision for a grass buffer strip; assessment of the existing drainage system and sanitary sewer system with the anticipated design and replacement of the closed drainage system and the design and rehabilitation and/or replacement of the sanitary sewer system as recommended in the town's recent Study; the upgrade and capacity improvements at the signalized intersections of Memorial Avenue with Baldwin Street, with Union Street, and with Bresnahan Street and the Century Center Shopping Plaza Driveway; and the provision for "Complete Streets" amenities including street lights, street trees and street furniture as deemed appropriate. The work may also involve geometric improvements to the "triangular area" around the intersections of Memorial Avenue, Bresnahan Street and Main Street. The work may also include the design and installation of a new waterline as a Non-Participating element of the Contract. The services to be performed under this Contract Agreement for Memorial Avenue shall consist of the design and preparation of Preliminary and Final Plans, Special Provisions, a Construction Estimate, and other documents meeting the latest requirements from the Massachusetts Department of Transportation (MassDOT) Project Development and Design Guide (PDDG) as well as any design standards adopted by MassDOT since the PDDG's development. The services shall also include furnishing advice and other essential engineering services during the project's eventual construction phase by MassDOT.

The reconstruction of Union Street Extension shall involve the reconstruction and/or rehabilitation of the existing pavement as determined through subsurface investigation including pavement cores, test pits, and/or borings (the boring plan will seek to determine the extent to which the presence of any fill material from the previous use of the area as a dump will need to be remedied during construction); the provision for a well-defined roadway edge and a closed drainage system; and the consolidation and/or coordination of the various industrial driveways along this local roadway. The services to be performed under this Contract Agreement for Union Street Extension shall consist of the design and preparation of Preliminary and Final Plans, Special Provisions, a Construction Estimate, and Bid Documents meeting the town's requirements as it has been assumed that the construction of this portion of the project shall be paid for using the town's funds

## Detailed Scope of Services

The following Scope of Work has been broken up into separate sections for Memorial Avenue and Union Street Extension with the assumption that Memorial Avenue will follow the MassDOT design process while Union Street Extension will be designed as a local road using local funds.

The Tasks for Memorial Avenue correspond to the Sections from MassDOT's Standardized Scope of Services, and although only general descriptions for each Task have been included in this Scope of Work, GPI shall prepare the project in accordance with the appropriate tasks in the Standardized Scope of Services.

### **Scope of Work – Memorial Avenue**

#### **Task 100 – Project Development Engineering**

GPI shall coordinate with both town officials and representatives from the MassDOT Boston and District 2 Office and prepare the required Project Notification Form (PNF) and Project Information Form (PIF). These documents shall be submitted to the appropriate MassDOT Offices for their review. GPI shall also assist the town in coordinating with the Pioneer Valley Planning Commission (PVPC) to program this project on an upcoming Federal Fiscal Year TIP. GPI shall also prepare Conceptual Design(s) and Preliminary Estimates and present these to town officials and eventually local residents at a Public Information Meeting. The approved concept shall be advanced through the MassDOT Preliminary and Final Design Stages as outlined in the following Tasks and the Standardized Scope of Services. This Task shall also involve GPI preparing for and attending one (1) Public Information Meeting, up to (3) meetings with the town and MassDOT, up to two (2) abutter meetings, and one (1) meeting with the PVPC.

#### **Task 150 – Environmental**

GPI to prepare the required Environmental documents including the Early Environmental Coordination Report (EECR), the Categorical Exclusion (CE) Checklist, the Environmental Notification Form (assuming the project meets or exceeds the thresholds to trigger the need for one), and the Water Quality Data Forms. This information accompanies the 25% Highway Design Submission (See Task 300 below) and the 75% Highway Design Submission (See Task 400 below). It is assumed that there will be no impacts to wetlands or other resource areas as part of this project and therefore a Request for Determination of Applicability and/or Notice of Intent will not be required (See Assumptions at the end of this Scope of Work). This Task shall also involve GPI preparing for and attending one (1) meeting with the town and one (1) meeting with MassDOT.

#### **Task 200 – Functional Design Report**

GPI to obtain traffic counts for the corridor as well as the intersections and also the latest crash data in order to develop a Functional Design Report (FDR) as per the latest MassDOT requirements. The FDR shall accompany the 25% Highway Design Submission (see Task 300 below).

#### **Task 220 – Design Exception Report**

Should a determination be made that a Design Exception Report (DER) would be required due to one or more elements of the project not meeting the minimum design criteria, GPI shall prepare the DER and submit to the MassDOT Boston and District 2 Office for review and approval. If required, the DER shall accompany the 25% Highway Design Submission (see Task 300 below).

# Detailed Scope of Services

## **Task 300 – 25% Highway Design Submission**

GPI shall field survey the project within the designated limits and prepare baseplans in MassDOT format utilizing the latest version of AutoCAD Civil 3D. This effort shall also involve incorporating existing utilities from information obtained from both the town as well as private utilities that are present within the project limits. This utility coordination effort shall also include the anticipated relocation of the utilities from New Bridge Street as per the Colvest Plan. The 25% Design shall also include the appropriate pavement treatment as determined through subsurface investigation including pavement cores, test pits, and/or borings. It is understood that Memorial Avenue used to accommodate a Tram system and existing infrastructure may be present in the subgrade. The boring plan will seek to determine the extent to which this will need to be remedied during construction as well as the presence of any fill material from the previous use of the area as a dump. The base plans shall be used to develop the Preliminary Design, which shall include the details as per the latest MassDOT requirements. The Preliminary Design shall also include the provision for a new closed drainage system as well as a rehabilitated and/or new sanitary sewer system as recommended in the town's recent Study. This information shall be compiled into a standard 25% Highway Design Submission and shall include the Plans and Construction Estimate as well as the FDR (See Task 200), DER if required (See Task 220), and any other material that is required as part of a 25% Highway Design Submission and submitted to the MassDOT Boston Office for distribution to the District 2 Office as well as the other MassDOT Sections for their review. The information is also submitted to the town as well as the various utility companies for their review and comment. Upon receipt of MassDOT's 25% Review Comments, GPI shall provide responses and modify the design accordingly in preparation for the Design Public Hearing (See Task 350 below). It should be noted that the 25% Highway Design Submission also includes the Preliminary Right of Way Plans (See Task 500 below). This Task shall also involve GPI preparing for and attending up to three (3) meetings with the town and MassDOT.

## **Task 350 – Design Public Hearing**

GPI, in coordination with the town and the MassDOT Boston and District 2 Offices, shall coordinate and hold the Design Public Hearing. At this hearing, GPI and MassDOT shall present the approved 25% Design and obtain comments from the public. These comments shall be reviewed, responded to, and incorporated in the 75% Highway Design Submission (See Task 400 below).

## **Task 400 – 75% Highway Design Submission**

GPI shall advance the design to the 75% Design Stage that shall include the required Plans, Special Provisions, and Construction Estimate along with any other material that is required as part of a standard MassDOT 75% Highway Design Submission. These documents shall be submitted to the MassDOT Boston Office for distribution to the District 2 Office as well as the other MassDOT Sections for their review. The information is once again submitted to the town as well as the various utility companies for their review and comment. Upon receipt of MassDOT's 75% Review Comments, GPI shall provide responses and continue to the 100% Highway Design Submission (See Task 450 below). It should be noted that the 75% Highway Design Submission also includes an updated set of Right of Way Plans (See Task 500 below). This Task shall also involve GPI preparing for and attending up to two (2) meetings with the town and MassDOT as well as one (1) meeting with the MassDOT District 2 Utility/Constructability Engineer (DUCE).

## **Task 450 – 100% Highway Design Submission**

GPI shall advance the design to the 100% Design Stage that shall include the required Plans, Special Provisions, and Construction Estimate along with any other material that is required as part of a standard MassDOT 100% Highway Design Submission. These documents shall be submitted to the MassDOT Boston Office for distribution to the District 2 Office as well as the other MassDOT Sections for their review. The information is once again submitted to the town as well as the various utility companies for their review and comment. Upon receipt of MassDOT's 100% Review

## Detailed Scope of Services

Comments, GPI shall provide responses and continue to the PS&E Submission (See Task 800 below). This Task shall also involve GPI preparing for and attending up to two (2) meetings with the town and MassDOT.

### **Task 500 – Right of Way**

GPI shall perform the necessary deed and property owner research and shall prepare Right of Way Plans as per the latest MassDOT and FHWA Guidelines. Preliminary Right of Way Plans shall accompany the 25% Highway Design Submission and shall be reviewed by the MassDOT Right of Way Section. Upon approval of the preliminary documents, the Design Public Hearing (See Task 350) can be held. Right of Way Plans shall continue to be updated throughout the design stages and submitted to MassDOT for review and approval. These Plans shall also be coordinated with the town as they would be the entity responsible for any takings and/or easements for the proposed work. Once the design is finalized, GPI shall assist the town in the preparation of Layout Alteration and/or Easement Plans. This Task shall also involve GPI preparing for and attending one (1) meeting with the town.

### **Task 800 – PS&E Submission**

GPI shall advance the design to the Final PS&E Stage that shall include the required Plans, Special Provisions, and Construction Estimate along with any other material that is required as part of a standard MassDOT Final PS&E Submission. These documents shall be submitted to the MassDOT Boston Office for distribution to the District 2 Office as well as the other MassDOT Sections for their review. These documents are also distributed to another Consultant for a Peer Review. All final comments are incorporated and the Plans, Special Provisions and Estimate are compiled into a Bid Document by MassDOT and the project is eventually advertised for bidding and construction. This Task shall also involve GPI preparing for and attending one (1) meeting with the town and MassDOT.

### **Task 900 – Construction Engineering**

GPI shall assist MassDOT during the construction of the improvements by responding to questions from bidders, attending the Preconstruction Conference, reviewing RFIs and other Submittals, and assisting with the Final Traffic Signal Inspection and Fine Tuning.

## Detailed Scope of Services

The Tasks for Union Street Extension still correspond to the Sections from MassDOT's Standardized Scope of Services. However, it is the assumption of this Agreement that this part of the project will be handled as a town project using town funds without any MassDOT involvement, so will only require the town's review. It is anticipated that only a Preliminary (25%) Design and a Final (100%) Design shall be required to develop the necessary Plans, Special Provisions and Estimate and eventual bid documents for this project to be advertised and awarded.

### **Scope of Work – Union Street Extension**

#### **Task 100 – Project Development Engineering**

GPI shall coordinate with town officials on the general plan for the improvements to Union Street Extension and develop Conceptual Plans and Preliminary Estimates that can be reviewed and discussed at a meeting with the town as well as a Public Information Meeting with abutters, businesses and local residents. The approved concept shall be advanced through the Preliminary and Final Design Stages as outlined in the following Tasks and the Standardized Scope of Services. This Task shall also involve GPI preparing for and attending one (1) Public Information Meeting, up to two (2) meetings with town officials, and up to two (2) abutter meetings.

#### **Task 300 – Preliminary (25%) Highway Design Submission**

GPI shall field survey the project within the designated limits and prepare baseplans in MassDOT format utilizing the latest version of AutoCAD Civil 3D. This effort shall also involve incorporating existing utilities from information obtained from both the town as well as private utilities that are present within the project limits. The baseplans shall be used to develop the Preliminary Design, which shall include the necessary Plans and details required to construct the improvements. The Preliminary Design shall also include the appropriate pavement treatment as determined through subsurface investigation including pavement cores, test pits, and/or borings. The boring plan will seek to determine the extent to which the presence of any fill material from the previous use of the area as a dump will need to be remedied during construction. These Plans shall include but not be limited to Construction Plans, Construction Profiles, Grading Plans, Drainage and Utility Plans, Pavement Marking and Signing Plans, and Cross Sections. The details included on these plans shall involve the reconstruction of the existing pavement, the installation of curbing or some other approved edging, the reconstruction and/or reconfiguration of the driveways along the project, the installation of new drainage, and the relocation of existing utilities. This information shall be compiled into a Preliminary Highway Design Package that will include Plans and a Construction Estimate to be submitted to the town for their review. Upon receipt of the town's comments, GPI shall provide responses and modify the design accordingly in preparation for the Final Design (See Task 450 below). It should be noted that the Preliminary Highway Design Package also includes the Preliminary Right of Way Plans (See Task 500 below). This Task shall also involve GPI preparing for and attending up to two (2) meetings with the town.

#### **Task 450 – Final (100%) Highway Design Submission**

GPI shall advance the design to the Final (100%) Design Stage that shall include the required Plans, Special Provisions, and Construction Estimate along with any other material that is required for the bidding of this project. These documents shall be submitted to the town for their review and comment. This Task shall also involve GPI preparing for and attending up to two (2) meetings with the town.

#### **Task 500 – Right of Way**

GPI shall perform the necessary deed and property owner research and shall prepare Right of Way Plans for the proposed work along Union Street Extension. Preliminary Right of Way Plans shall accompany the Preliminary (25%) Highway Design Submission to the town. Upon approval of the preliminary documents, Right of Way Plans shall be

## Detailed Scope of Services

updated and submitted with the Final (100%) Highway Design Submission for final review and approval by the town. Once the design is finalized, GPI shall assist the town in the preparation of Layout Alteration and/or Easement Plans. This Task shall also involve GPI preparing for and attending one (1) meeting with the town.

### **Task 900 – Construction Engineering**

GPI shall assist the town in the coordination and development of bid documents for the construction of improvements to Union Street Extension. In addition to developing the bid documents, this effort shall also include assisting the town with the bid reviews and Contractor selection, coordinating and attending Pre-Bid and Pre-Construction Meetings, reviewing and responding to bidder questions, and reviewing RFIs and other Submittals.

### **Assumptions – Memorial Avenue**

The following assumptions have been utilized in preparation of this scope of work:

1. The construction of Memorial Avenue shall be funded through the PVPC and the TIP.
2. The anticipated meetings have been identified in the appropriate Tasks and the Fee Estimate was developed based on this number of meetings.
3. The preparation of a PNF and PIF shall be required for this project.
4. There shall be no impacts from the project to any wetlands or resource areas, and therefore wetland permitting, including the preparation of a Request for Determination of Applicability (RDA) and the preparation of a Notice of Intent (NOI) will not be required.
5. New Traffic Counts shall be required.
6. There shall be no new traffic signals warranted along the corridor, and the existing signalized intersections shall remain signalized.
7. The rehabilitation and/or replacement of the existing sanitary sewer system shall be funded as a Non-Participating Item in the MassDOT Contract.
8. The installation of the waterline, should the town decide to include this work in the project, shall be funded as a Non-Participating Item in the MassDOT Contract.
9. The redesign of the existing rail spur crossing traversing Memorial Avenue shall consist of replacing in kind the existing safety equipment.
10. Extensive individualized Right-of-Way plans prepared for the Town are outside of the current scope of services.

### **Assumptions – Union Street Extension**

The following assumptions have been utilized in preparation of this scope of work:

1. The construction of Union Street Extension shall be funded using town funds with no MassDOT involvement. This funding could be from the town's Chapter 90 Funds or through a MassWorks Grant.
2. The anticipated meetings have been identified in the appropriate Tasks and the Fee Estimate was developed based on this number of meetings.
3. There shall be no impacts from the project to any wetlands or resource areas, and therefore wetland permitting, including the preparation of a Request for Determination of Applicability (RDA) and the preparation of a Notice of Intent (NOI) will not be required.
4. New Traffic Counts shall be required.
5. GPI shall not be required to inspect these improvements during construction, but shall assist the town as detailed in Task 900 above.
6. Extensive individualized Right-of-Way plans prepared for the Town are outside of the current scope of services.

GENERAL TERMS AND CONDITIONS

FEE SCHEDULE

July 2014 to June 2015 Hourly Billing Rates

Senior Vice President/Branch Manager.....	\$230.00
Vice President/Project Director.....	\$200.00
Assistant Vice President/Project Director.....	\$175.00
Senior Project Manager.....	\$165.00
Senior Engineer.....	\$150.00
Project Manager.....	\$140.00
Project Engineer.....	\$120.00
Senior Inspector/Coatings Inspector.....	\$105.00
Engineer/Inspector.....	\$95.00
Senior Technician.....	\$85.00
Engineering Technician.....	\$75.00
Technician.....	\$60.00
Administration.....	\$55.00
Court Testimony/Deposition.....	Negotiated

REIMBURSABLE EXPENSES

Direct, Non-salary expenses will be billed at 1.2 times cost:

1. Transportation and living expenses incurred for assignments outside of the closest CONSULTANT office, including the use of rental cars.
2. Shipping charges for plans, equipment, etc.
3. Purchase of specialized equipment and rental of equipment from outside vendors.
4. Reproduction of drawings and reports.
5. Construction materials and spent tools specifically for the project.
6. Automobile expenses for personal or company vehicles will be charged at \$0.50 per mile plus toll charges for travel from the CONSULTANT office to the project and return and for travel at the job in conduct of work. No mark-up of this charge.
7. Insurance in excess or in addition to insurance coverage's or at limits not normally carried by CONSULTANT or its subconsultants.

Services of Others

On occasion, CONSULTANT engages the specialized services of others as subconsultants on the project. When considered necessary in CONSULTANT's sole discretion, subconsultants will be used. The CLIENT agrees to reimburse the actual cost of these services plus a 20% service charge prior to the release of any work product which involves subconsultants' work.

Initialed:

GTH

Consultant

Client

**EXHIBIT 2**



**Czach, Jim**

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**From:** Williamson, Rebecca [williamson@gpinet.com]  
**Sent:** Friday, January 29, 2016 11:14 AM  
**To:** Czach, Jim  
**Subject:** RE: Memorial Avenue

Good morning,

So we discussed the project and our cost to complete. Being conservative, I would consider asking for \$75,000 - \$100,000. There are still some unknowns with the project – the extent of the work required at Bresnahan, developing the section between Circuit and Gate 1, coordinating with Benesch and being able to tie into their section at Gate 1 (this could be difficult if we have a separated bike facility and they have bike lanes on either side of the roadway – it is a lot easier to make that transition at an intersection with a signal) and of course MassDOT. Our experience is they are always changing their requirements, changing their mind and asking for more.

Below I have detailed items that were never anticipated in our scope or underestimated:

- Police Details until they were sent directly to the Town
- Colvest plan work (required conceptualizing Union St at Memorial Ave prior to plan work, recommendations for Bridge Street/ New Bridge Street, defining ROW acquisitions)
- Protracted project development phase –
  - 5 full concepts for Memorial (and we are still working on finalizing a concept between Circuit and Gate 1)
  - 2 for Union St Ext
- Support for Union St Ext MassWorks Grant
- Coordination regarding CSX/Union St underpass limits of work related to GPI limit of work
- Coordination with Department of Public Utilities for the rail crossings (As an aside, I am going through this on one of my other projects and the coordination required is extensive and far more than ever anticipated. We actually just got an amendment from the community to cover time for this.)
- Additional traffic counts and memorandum to quantify Big E Traffic. We also reviewed PVPC data.
- Utilities – the survey and research effort for the numerous utilities and the drainage inventory was extensive
- Review MassDOT's municipal curve program plan

I will give you a call now.

**GPI** | Rebecca S. Williamson, PE  
d 978.570.2980

**EXHIBIT 3**



*The Commonwealth of Massachusetts*  
*Executive Office of Energy and Environmental Affairs*  
 100 Cambridge Street, Suite 900  
 Boston, MA 02114

Deval L. Patrick  
 GOVERNOR

Maeve Vallely Bartlett  
 SECRETARY

Tel: (617) 626-1000  
 Fax: (617) 626-1181  
<http://www.mass.gov/envir>

December 31, 2014

CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
 ON THE  
 FINAL ENVIRONMENTAL IMPACT REPORT

PROJECT NAME : MGM Springfield  
 PROJECT MUNICIPALITY : Springfield  
 PROJECT WATERSHED : Connecticut River  
 EEA NUMBER : 15033  
 PROJECT PROPONENT : Blue Tarp Redevelopment LLC  
 DATE NOTICED IN MONITOR : November 24, 2014

As Secretary of Energy and Environmental Affairs, I hereby determine that the Final Environmental Impact Report (FEIR) submitted on this project **adequately and properly** complies with the Massachusetts Environmental Policy Act (G. L. c. 30, ss. 61-62I) and with its implementing regulations (301 CMR 11.00).

Project Description

As described in the FEIR, the project consists of a 881,691 gross square foot (sf) mixed-use redevelopment consisting of a casino, a retail and entertainment center, a hotel, apartments, and a daycare center. It is proposed on a 14.5-acre site in downtown Springfield. On November 6, 2014 the Proponent was awarded a Category 1 gaming license pursuant to Chapter 194 of the Acts of 2011: An Act Establishing Expanded Gaming in the Commonwealth and M.G.L. Chapter 23K, Section 19, as amended by Section 16 of the Expanded Gaming Act (the Gaming Act), which authorizes the Massachusetts Gaming Commission (MGC) for Region B of the Commonwealth.<sup>1</sup> As required by the Gaming Act, a Host Community Agreement between the

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<sup>1</sup> The Act identifies three regions of the state - Region A (Suffolk, Middlesex, Essex, Norfolk and Worcester counties), Region B (Hampshire, Hampden, Franklin and Berkshire counties) and Region C (Bristol, Plymouth, Nantucket, Dukes and Barnstable counties). This project is located in Region B.

**Changes Since the Filing of the Draft EIR**

The FEIR identified the following modifications to the project since the filing of the DEIR:

- The gas station and convenience store, previously located on Lot 14, have been removed from the project. The other elements of the project program remain the same;
- Pedestrian connections and site circulation have been refined to provide clear connections between on-site features, surrounding businesses, and the adjacent sidewalk network;
- A vehicle turning circle has been added at the Main Street end of Howard Street;
- Elimination of a previously proposed 12-foot turning lane along East Columbus Avenue between Howard and Bliss Street; and
- Architectural design modifications are proposed in response to consultation with the Springfield Historic Commission (SHC). The façade of 73 State Street will be preserved as originally proposed; elements of the building lobby will be preserved and used elsewhere in the project. The street-side portion of the 95 State Street façade will be preserved and reused, while the remaining portions of the office tower will be removed.

***Surrounding Community Agreements***

The Proponent also entered into Surrounding Community Agreements (SCAs) consistent with the MGC regulations (205 CMR 125.00). The communities that were deemed "Surrounding Communities" per the MGC's regulations were: Agawam, Chicopee, East Longmeadow, Holyoke, Longmeadow, Ludlow, West Springfield, and Wilbraham. The communities of Longmeadow and West Springfield participated in an arbitration process to determine the most appropriate settlement agreement; this process was completed in April 2014 and the Proponent has finalized all required SCAs. Per the SCAs, physical mitigation improvements previously proposed by the Proponent in the Towns of Longmeadow and West Springfield will no longer be undertaken by MGM Springfield.

**EXHIBIT 4**

# Town of West Springfield

Office of the Mayor



J. Edward Christian  
Municipal Office Building  
26 Central Street, Suite 23  
West Springfield, MA 01089-2785

Tel: (413) 263-3041  
Fax: (413) 746-5592  
esullivan@West-Springfield.ma.us

July 21, 2015

**Edward C. Sullivan**  
*Mayor*

Gary Roux, Principal Planner/Traffic Manager  
Pioneer Valley Planning Commission  
60 Congress Street  
Springfield, MA 01104

**RE: 2016 Regional Transportation Plan – Public Review Comments  
Memorial Avenue (Route 147) – Complete Streets Project**

Dear Mr. Roux:

Thank you for providing the Town of West Springfield information related to the 2016 Regional Transportation Plan at the Public Hearing on July 14, 2015. I am requesting that a new project the Town has recently started designing be included as a High Priority project in the plan. The project I am referring to is the Memorial Avenue Complete Streets project. The project entails the rehabilitation of the Memorial Avenue (Route 147) corridor from the Route 5/Memorial Avenue Rotary to the Route 147 Bridge over the Westfield River connecting the Town with Agawam.

This will be a Complete Streets project that will help tie together various regional projects and establishments. These projects include the Memorial Avenue Rotary Replacement project, the Route 147 Bridge between Agawam and West Springfield, the replacement of the CSX Railroad Bridge over Union Street and the rehabilitation of Union Street Extension. The corridor serves a major travel route to area establishments such as the Eastern States Exposition, Six Flags, the CSX Intermodal facility (once the railroad bridge project is constructed) and the future MGM Casino/Resort.

I hope that the Metropolitan Planning Organization (MPO) recognizes the regional benefits of the project that is consistent with the needs and strategies in the plan. The Town is under contract with a consulting engineering design firm that is currently working on the project. Once the concept plan and cost estimate are developed, information will be submitted to the Massachusetts Department of Transportation for their consideration. The Town will be seeking State and/or Federal assistance for construction of the project. Please contact Assistant Town Engineer Jim Czach, P.E. at 413-263-3244 if you have any specific questions related to the project.

Thank you for your time and consideration.

Sincerely,

Mayor Edward C. Sullivan

cc: Rob Colson – Director of Public Works  
James W. Lyons, P.E. – Town Engineer  
Douglas Mattoon, Director Planning & Development  
Sharon Wilcox, Chief Financial Officer

File  
*Jim-Czach*

# 2016 Update to the Regional Transportation Plan

Final Report – July, 2015

Prepared by the  
Pioneer Valley Planning Commission

For the Pioneer Valley  
Metropolitan Planning Organization

## Pioneer Valley MPO Members

<b>Name</b>	<b>Title</b>
Stephanie Pollack	Secretary and CEO of the Massachusetts Department of Transportation
Thomas Tinlin	Acting Administrator of the Massachusetts Department of Transportation Highway Division
Walter Gunn	Chairman of the Pioneer Valley Executive Committee
John Musante	Chairman of the Pioneer Valley Transit Authority Advisory Board
Mayor Domenic Sarno	Mayor of Springfield
Mayor Alexander Morse	Mayor of Holyoke
Mayor Richard Cohen	Mayor of Agawam
Mayor David Narkewicz	Mayor of Northampton
George Archible	Belchertown Board of Selectmen
Marcus Boyle	Hatfield Board of Selectmen
<b>Alternates</b>	
Mayor Richard Kos	Mayor of Chicopee
Mayor Daniel M. Knapik	Mayor of Westfield
<b>Ex-Officio (Non-Voting)</b>	
Pamela Stephenson	Federal Highway Administration
Mary Beth Mello	Federal Transit Administration
Stephen Roberts	Economic Development Council of Western Massachusetts
Mary MacInnes	Administrator of the Pioneer Valley Transit Authority
James Czach	Chairman – Pioneer Valley Joint Transportation Committee

Prepared in cooperation with the Massachusetts Department of Transportation, the U.S. Department of Transportation - Federal Highway Administration and Federal Transit Administration, and the Pioneer Valley Transit Authority. The views and opinions of the Pioneer Valley Planning Commission expressed herein do not necessarily state or reflect those of the U.S. Department of Transportation.

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**oo) Intersection Improvements Ware Center**

This project will improve vehicular, bicycle and pedestrian safety and reduce vehicular queues at the intersections of Main Street and West Street and



Main Street and South Street. Work will include resurfacing of the intersection approaches, improved pedestrian and bicycle accommodations and access, new signage and pavement markings. A traffic signal will be installed at the Main Street and West Street intersection, which

will be coordinated with the existing signals.

**pp) Bridge Reconstruction / Rehabilitation West Springfield**

The scope of the project includes a feasibility study of possible rehabilitation options for the existing Route 5 tunnel (Bridge No. W-21-027) carrying Route 20 (Park Avenue) over Route 5. The existing structure was built in 1952.

**qq) Memorial Avenue Complete Streets West Springfield**

This project entails the rehabilitation of the Memorial Avenue (Route 147) corridor from the Route 5/Memorial Avenue Rotary to the Route 147 Bridge over the Westfield River connecting with the Town of Agawam. "Complete Streets" elements of the project will help to tie together regional projects such as the Memorial Avenue Rotary Replacement project, the Route 147 Bridge between Agawam and West Springfield, the replacement of the CSX Railroad Bridge over Union Street and the rehabilitation of Union Street Extension.

**rr) Bridge Replacement Westfield**

The proposed project consists of the bridge replacement of Routes 10 and Route 202 over the Little River. Sidewalks will be constructed on each side of the bridge. New traffic signals will be installed at the Southwick Road/Mill Street Intersection.



**Table 14-12 – High Priority Projects (Cont.)**

Map Key	Project Name	Project Description	Community	SID	Area of Emphasis	Air Quality Conformity	Total Cost
61	Intersection Improvements Ware Center	WARE- INTERSECTION IMPROVEMENTS @ MAIN STREET, WEST STREET, NORTH STREET, SOUTH STREET & CHURCH STREET	Ware	607997	Movement of People	Exempt	\$2,193,486
112	Bridge Reconstruction/Rehab	WEST SPRINGFIELD- BRIDGE REHABILITATION, BRIDGE W-21- 27, ROUTE 20 (PARK AVENUE) OVER ROUTE 5	West Springfield	607443	Safety and Security	Exempt	\$4,706,028
Not Mapped	Memorial Avenue - Complete Streets	Memorial Avenue Complete Streets Project from River Street to Route 5 Rotary	West Springfield		The Movement of People	Exempt	\$17,847,878
123	Bridge Replacement	Route 10/202 Southwick Street over Little River	Westfield	400103	Safety and Security	Non Exempt	\$10,628,727
Not Mapped	Westfield Intermodal Center	Design and construct intermodal facility in downtown Westfield	Westfield		Movement of People	Exempt	\$8,000,000
47	Boston Rd Reconstruction (Route 20)	Reconstruction of Boston Rd and other infrastructure improvements	Wilbraham	607869	Safety and Security	Non Exempt	\$1,292,428

48 High Priority Projects: \$1,292,428,498

**a) Intersection Improvements Agawam Route 187 at Route 57**

This intersection improvement project consists of the upgrade of existing traffic signal equipment and geometric improvements to improve safety and reduce congestion. Located in the Feeding Hills section of the Town of Agawam, this four-way signalized intersection experiences severe peak hour congestion as it serves two local schools, many retail establishments on the Springfield Street corridor, and provides access to the limited access portion of Route 57.



*Intersection of Route 57 with Route 187 in Agawam, MA*

**b) Bridge Reconstruction Route 147 over Westfield River West Springfield/Agawam**

A functional design report was completed in 2012 for this bridge over the Westfield River connecting West Springfield and Agawam. The purpose of this project is to reconstruct and widen the bridge and upgrade three intersections in its immediate vicinity. Traffic control equipment will be upgraded at the three signalized intersections: Route 147 (Springfield Street) at Walnut Street with Walnut Street Extension; Route 147 (Springfield Street / Memorial Avenue) at Route 75 (Suffield Street) and Route 159 (Main Street); and, Route 147 (Memorial Avenue) at River Street. The bridge will be widened from four to five lanes to provide an exclusive left turn lane in both directions.



# TOWN OF WEST SPRINGFIELD

DEPARTMENT OF PUBLIC WORKS

26 CENTRAL STREET

SUITE 17

WEST SPRINGFIELD, MA 01089-2763

Monday - Friday  
8:00 AM - 4:30 PM

Tel: (413) 263-3242  
Fax: (413) 734-9745

ROBERT J. COLSON  
Director

## Notice of Meeting

### Corridor Advisory Committee Meeting for the Memorial Avenue (Route 147) Corridor and Union Street Extension Transportation Improvement Project Designs

**WHERE:** West Springfield Municipal Office Building  
2<sup>nd</sup> Floor Auditorium  
26 Central Street, West Springfield, MA

**WHEN:** Monday, November 9th, 6:00PM

Earlier this year, the Town of West Springfield held a kick-off meeting for the Memorial Avenue (Route 147) and Union Street Extension Roadway Design projects. At that meeting the overall project scopes were presented and various comments and ideas were discussed with those in attendance. There were interested persons that attended which will comprise a corridor advisory committee. These members will represent local perspectives and serve as a sounding board at key milestones in development of the designs.

The meeting on November 9<sup>th</sup> will be a second opportunity to become a member of the committee and/or to learn about the projects. At this meeting various design alternatives for the Memorial Avenue corridor will be presented. In addition to this, a conceptual for the Union Street Extension roadway will be presented. This is an opportunity to share your thoughts and ideas for both projects. Your input will assist the Town in selecting the final design path for the two projects.

Committee members will be asked to volunteer for meetings on an as needed basis throughout the design process. We understand it can be difficult to take time out of your schedule to attend meetings. Therefore, meetings will be kept to a minimum and scheduled only as needed. Therefore, we are anticipating one to two meetings per year in 2016 and 2017.

We hope you accept this invitation and are able to attend the meeting on November 9th, 2015. If you have any questions, please contact Jim Czach, P.E., Assistant Town Engineer at 413-263-3244 or [jczach@west-springfield.ma.us](mailto:jczach@west-springfield.ma.us). Please visit the project website if you would like to electronically submit ideas, suggestions or information.

<http://www.townofwestspringfield.org/#!/memorial-avenue-project/cr9c>

Thank you for your consideration and we look forward to working together with you on development of the project designs.



**Memorial Avenue (Route 147) and Union Street Extension**

Meeting Sign-In Sheet

November 9, 2015

Name	Affiliation (Resident, Business Owner, Etc.)	Email
Ed Kaplan	Bus owner	ekaplan@placon.com
STAN MACKIEWICZ	"	Smackiewicz@placon.com
Valeria Shapiro	Multicultural Resource Center of YH	MRC.Shapiro@gmail.com
Michelle Chase	A&A AM ENGINEERING	mchase@A&AAM.MA.US
Gary Roux	PVP	gmroux@pvp.org



**Memorial Avenue (Route 147) and Union Street Extension**

Meeting Sign-In Sheet

November 9, 2015

Name	Affiliation (Resident, Business Owner, Etc.)	Email
Christi Mills	WS RECORDS, NEWS PAPER CORRESPONDENT	millsosrecord @yahoo.com
Jim Czach	Town of West Springfield DPW	JCZACH@ WEST-SPRINGFIELD-MA.US
Josh Rickman	PMTA	JRICKMAN @PMTA.COM
PETE KEARING	COMMERCIAL TRUCK TIRE CENTER 1264 UNION ST. EXT WESTSIDE TIRE & AUTO SERVICE 950 MEMORIAL AVE	PETERKEARING @AAM.COM



**Memorial Avenue (Route 147) and Union Street Extension**

Meeting Sign-In Sheet

November 9, 2015

Name	Affiliation (Resident, Business Owner, Etc.)	Email
John Powers	Resident	JPowers@comcast.com
Angelique Fishel	Reporter (The Reminder)	angelique@thereminder.com
James Lyons	Town of West Springfield	JLyons@west-springfield.ma.us
George Katsoulis	business owner	Katsoulis@aol.com
Ernesto Lyons	MTE Consultant	
Ted Tagliamanti	West Springfield	topemp@aol.com
ANDREW SHARON	Resident	ASHARON@live.ru



**Memorial Avenue (Route 147) and Union Street Extension**

Meeting Sign-In Sheet

November 9, 2015

Name	Affiliation (Resident, Business Owner, Etc.)	Email
ANDREW COHEN	CENTURY INVESTMENT COMPANY	
TIM GRAVEY	VALET PARK OF AMERICA	
Paula Simmons	DOT DA	Paula.Simmons@State.MA.US
Michael Eger	Resident District	Michael.Eger@gmail.com
TODD VOON	CENTRAL CHEVROLET	
Steve + Marion Smeed	Steve's Plumbing + DDS	
DAN MCCARTHY	RESIDENT	danno1951@yahoo.com

# MEETING SIGN-IN SHEET

Project: West Springfield - Memorial Ave. and Agawam-W. Spfld. Bridge Project  
 Review and Coordination

Meeting Date: 1/8/16

Place/Room: 26 CENTRAL STREET WEST SPRINGFIELD  
 TOWN HALL

Facilitator:

Name	Title	Company	Phone	Fax	E-Mail
Jeff Haysok		MassDOT D2	413 582 0571		Jeff.Haysok@state.ma.us
Anna Nadler		MassDOT-D2	(410) 582-1531		anna.nadler@dot.state.ma.us
Rebecca Williamson	Senior Project Mgr.	CPI	(978) 570-2980		rwilliamson@cpi.net.com
Jason DeGray	Project manager	GPE	978 570 2981		jdegray@cpi.net.com
Ashley Bonnelly	Designer	Alfred Bonesch & Co.	(617) - 288 - 0900		abonnelly@bonesch.com
Dan McCormack	Project Manager	"	" (617) 288-0900		dmccormack@bonesch.com
Rob Colson	DPW Director	WEST SPRINGFIELD	413 263 3030		RCOLSON@WEST-SPRINGFIELD.MA.US
Jim Czach	ASST TOWN Engineer	WEST SPRINGFIELD	413 263 3244		JCZachewski@springfield.ma.us
Michelle Chase	AGAWAM TOWN ENGINEER	AGAWAM	413 871 0025		MCHASEE@AGAWAM.MA.US

# MEETING SIGN-IN SHEET

Project:

Meeting Date: 1/8/16

Facilitator:

Place/Room: 26 Central Street, West Springfield

Name	Title	Company	Phone	Fax	E-Mail
James W. Lyons	Town Engineer	Town of West Springfield	413 263-3249		JLyons@West-Springfield.ma.us
Gary Roux		PVPC	781-6045		gmroux@pvpc.org
Doug Mattoon	Planner	Town of West Springfield	537-2054		dmattoon@west-springfield.ma.us
Bill Fichter	Manager	TOWS	263-3041		wfichter@west-springfield.ma.us
DARYL J. AMARAL	Dist. ADA Coord. ADA Inr. 53	Mass DOT - Dist 2	(413) 582-0560		daryl.amaral@state.ma.us