

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions for Human and Social Services or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Somerville (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4): 93 Highland Avenue, Somerville MA 02143		Business Mailing Address: 1 Ashburton Place, Boston, MA 02108	
Contract Manager: Michael Richards, MCPPO	Phone: 630.740.6523	Billing Address (if different):	
E-Mail: mrichards@somervillema.gov	Fax:	Contract Manager: Jacqueline McPherson, AICP	Phone: 617.894.7755
Contractor Vendor Code: VC6000192138		E-Mail: jacqueline.furtado@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_0001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 23MWIPSOMERVILLEEAST	
		RFR/Procurement or Other ID Number: MWIP - FY2024	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (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"/> Rate Contract. (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"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>3,600,000</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated 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: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Capital grant funding through the MassWorks Infrastructure Program (pursuant to Plan Item D001 in the Mass. Capital Investment Plan 2023-2027) to support a public infrastructure project, in accordance with the scope and additional terms and conditions outlined in Attachment A, and as described in the attached RFR response.			
ANTICIPATED START DATE: (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 Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2025</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.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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 Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Katjana Ballantyne</u> Date: <u>2-16-2024</u> (Signature and Date Must Be Captured At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>2/16/24</u> (Signature and Date Must Be Captured At Time of Signature)	
Print Name: <u>Katjana Ballantyne</u> Print Title: <u>Mayor</u>		Print Name: <u>Spencer Gurley-Green</u> Print Title: <u>CFO</u>	



Commonwealth of Massachusetts
CONTRACTOR AUTHORIZED SIGNATORY LISTING

This form is jointly issued and published by the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default form for all Commonwealth Departments when another form is not prescribed by regulation or policy.

**Signature for Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
 (must match Form W-9 tax classification)**

Contractor Legal Name	Contractor Vendor/Customer Code <small>(if available, not the Taxpayer Identification Number or Social Security Number)</small>
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INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

There are three types of electronic signatures that will be accepted on this form: **1) Traditional "wet signature" (ink on paper); 2) Electronic signature that is either: a. hand drawn using a mouse or finger if working from a touch screen device; or b. An upload picture of the signatory's hand drawn signature; 3) Electronic signature affixed using a digital tool such as Adobe Sign or DocuSign.** Typed text of a name not generated by a digital tool, computer generated cursive, or an electronic symbol are not acceptable forms of electronic signature.

Authorized Signatory Name	Signature (Signature as it will appear on contract or other documents)	Title	Phone Number	Email Address
Katjana Ballantyne	<i>Katjana Ballantyne</i>			

Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.

I certify that I am a responsible authorized officer of the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Please note you cannot self-certify your own signature as a single signer listed above.

Signature <i>Katjana Ballantyne</i>	Date <i>2-16-2024</i>
Print Name <i>Katjana Ballantyne</i>	Phone Number
Title <i>Mayor</i>	Email Address

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT
MassWorks Infrastructure Program

ATTACHMENT A
Additional Terms and Conditions

ARTICLE I – Grant Agreement

A Grant Agreement (Agreement) is made by and between the Commonwealth of Massachusetts, acting through the Executive Office of Economic Development (EOED), and the **City of Somerville** (Public Entity), jointly referred to as “The Parties”, based on the application submitted by Public Entity (incorporated herein as Attachment B). The following documents, collectively, are referred to as the “Contract”:

1. Commonwealth of Mass. – Standard Contract Form
2. Commonwealth of Mass. – Contractor Authorized Signatory Forms
3. Attachment A, Additional Terms and Conditions (*this document*)
4. Attachment B, RFR Response / Grant Application and Site Plan

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of a MassWorks Infrastructure Project (Project), based on an application submitted on: **June 2, 2023**. The entire Contract package sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE II – Definitions (*The following terms shall have the respective meanings ascribed to them.*)

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Contract Manager**” shall mean the staff member assigned to manage/oversee the Contract.

“**Director**” shall mean the Assistant Secretary or designee that manages/supervises the MassWorks Program.

“**Grant Application**” shall mean the application submitted in response to the RFR by the Public Entity to the MassWorks Program, including a Site Plan, and appended as Attachment B to the Contract.

“**Grant Funds**” shall mean funds disbursed by EOED to the Public Entity pursuant to the Contract.

“**MassWorks Program**” shall mean the economic development grant program authorized by Section 63 of Chapter 23A of the Massachusetts General Laws, and further described in the MassWorks Infrastructure Program Guidelines promulgated annually by the Secretary, as such Guidelines may be modified or updated from time to time.

“**Monetary Penalties**” shall mean the full recoupment by EOED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“Project” shall have the meaning set forth by all of the components outlined in Article III.

“Project Site”, also referred to herein as the “Site”, shall mean the land and appurtenant easements, if any, identified in Section III.A hereof, described in the Grant Application, and shown on the Site Plan.

“Scheduled Drawdown Dates” shall mean the quarterly milestone dates identified in Article III, Section E by which EOED expects to disburse Grant Funds to reimburse the Public Entity for Project costs previously incurred.

“Secretary” shall mean the Massachusetts Secretariat of Housing and Economic Development.

“Maximum Obligation” shall mean the maximum amount of Grant Funds that the Public Entity is allowed to request/receive for performance under this contract.

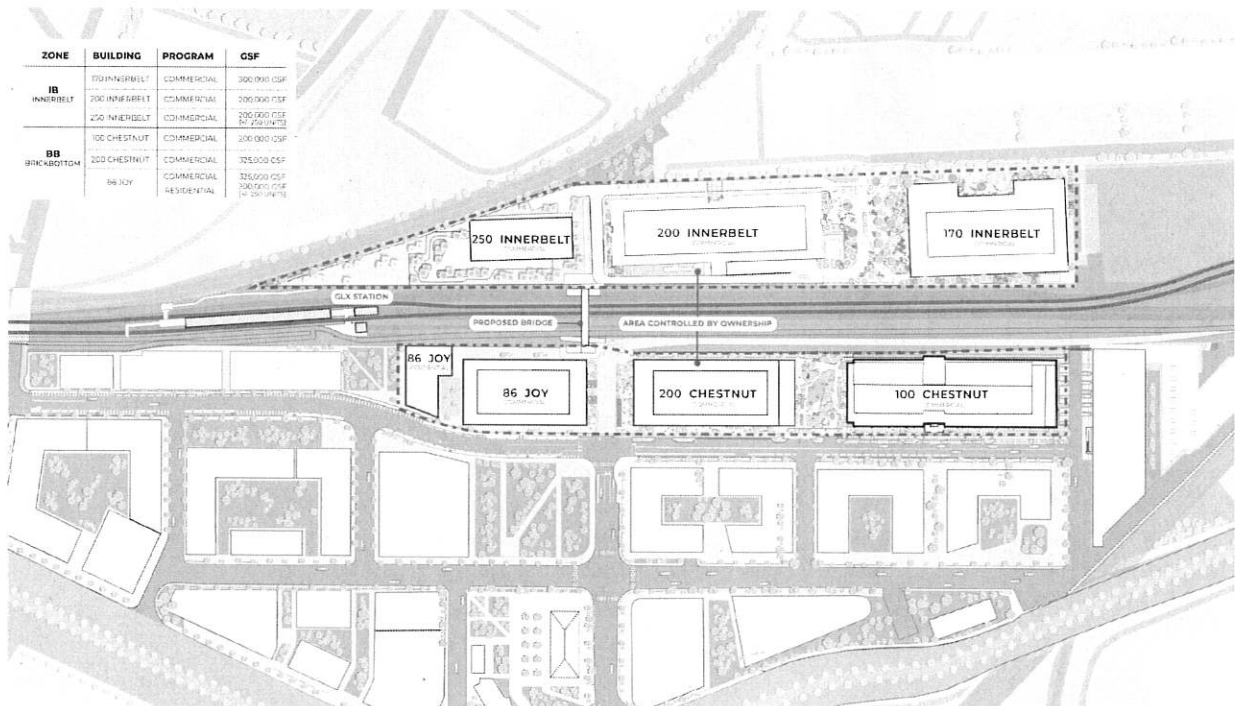
ARTICLE III – Project Scope and Budget

Project Name: East Somerville Station Mixed-Used Development

Maximum Obligation of this Contract: **\$3,600,000**

A. Description of the Project Site

The Project supports the construction of a pedestrian bridge that will span the GLX ROW directly south of the East Somerville Station and connect the Inner Belt and Brickbottom neighborhoods of Somerville. The western tower (Brickbottom side) will straddle 86 Joy Street in Somerville, MA (Assessor's Parcel 94-A-8) and the GLX ROW. The eastern tower (Inner Belt side) will be located on 200 Inner Belt Road in Somerville, MA (Assessor's Parcel 115-A-3).



B. Project Description

The Project will include predevelopment engineering and design activities for a 115 linear foot pedestrian bridge spanning the GLX ROW, and will result in 100% permitting and final plans, specifications, and estimates.

- Associated improvements will include landscaping and publicly accessible pathways
- The bridge will feature stair/ramp/elevator tower on either side
- Work will be on a small portion of abutting property and within the ROW

The Project is illustrated in Attachment B.

C. Project/Construction Timeline

MILESTONE	MONTH/YEAR
25% Design	04-2024
75% Design	12-2024
Permitting Complete	03-2025
100% Design	06-2025
Bid Plans and Specifications Complete	06-2025

D. Project Budget:

SPENDING CATEGORY	GRANT FUNDS ALLOCATION
Design/Engineering/Bidding	\$ 3,395,000.00
Construction	
Land Takings	\$ -
Demolition/Remediation	\$ -
Mobilization/Demobilization	\$ -
Water/Sewer/Drainage	\$ -
Utility Relocation	\$ -
Roadways	\$ -
Sidewalks/Curbing/Streetscapes	\$ -
Electrical/Lighting	\$ -
Bridges/Culverts	\$ -

Contingency	\$	-
Other Expenses	\$	-
Construction Administration/Project Management	\$	205,000.00
Traffic Control/Public Safety Details	\$	-
Other:	\$	-
Other:	\$	-
Grand Total (must not exceed grant award)	\$	3,600,000.00

E. Funds Drawdown Schedule

QUARTER/FISCAL YEAR	INVOICE AMOUNT	
<u>FY24</u>		
Q4, QE 6/30/24	\$	35,000.00
FY24 TOTAL	\$	35,000.00
<u>FY25</u>		
Q1, QE 9/30/24	\$	891,250.00
Q2, QE 12/31/24	\$	891,250.00
Q3, QE 3/31/25	\$	891,250.00
Q4, QE 6/30/25	\$	711,250.00
FY25 TOTAL	\$	3,385,000.00
RETAINAGE (5%)	\$	180,000.00
FY26 TOTAL	\$	180,000.00
GRANDTOTAL	\$	3,600,000.00

F. Description of the main leveraged private development, if applicable (include expected economic outcomes, such as number of new housing units and/or jobs).

The Project will support the construction of a pedestrian bridge connecting the Inner Belt neighborhood to the new East Somerville Green Line MBTA Station & across to the adjacent Brickbottom neighborhood. Enhanced pedestrian access to the new transit station will serve as a catalyst for new growth in Inner Belt; unlocking investment opportunities and maximizing the full potential of this development area directly adjacent to the MBTA Station that currently has no direct access.

ARTICLE IV – Grant Administration

A. Project Management.

The Director shall oversee the MassWorks Program on behalf of the Secretary.

B. Use and Disbursement of Grant Funds.

EOED shall disburse Grant Funds to the Public Entity solely to reimburse the Public Entity for reasonable expenses incurred in connection with the design or construction of the Project, in an aggregate amount not to exceed the Maximum Obligation. EOED shall use best efforts to disburse Grant Funds within forty-five (45) days after receipt of a reimbursement request and invoices therefor from the Public Entity. All disbursements of Grant Funds shall be subject to the following terms and conditions:

1. Invoices for actual expenses shall be submitted for reimbursement on a monthly basis as costs are incurred, and by the 15th of the month following the period of performance. Reimbursement shall be only for work completed and/or items purchased, as approved by this Contract. The Contract Manager may disallow ineligible expenses and/or otherwise withhold approval of invoice reimbursement request due to insufficient and/or incorrect information. . The Contract Manager will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Director, the Public Entity may deviate from or suspend the Reimbursement Schedule.
2. To maintain the integrity of the MassWorks Program's capital budget, Grant Funds scheduled to be spent within a particular fiscal year (ending on June 30) must be posted in the state's accounting system, and disbursed no later than August 31 each year. In no event will EOED be able to provide reimbursement for any expenses in the fiscal year, after this date. In order to allow enough time for processing and for meeting the deadline, all final reimbursement requests for the fiscal year must be submitted to the Contract Manager, as soon after the close of the fiscal year as possible, but not later than July 31. Requests that are submitted after this date will require a detailed justification for the delay and be subject to additional review and approval by the Director. EOED reserves the right to reject late invoices. It is the responsibility of the Public Entity to meet deadlines and ensure that all applicable requests are submitted in the corresponding fiscal year. EOED will not accept or be obliged to consider requests seeking reimbursement for expenses from any previously closed fiscal year.
3. EOED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete, and by submitting a completed project closeout form pursuant to Article V, Section D. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.

C. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.
2. No Obligation to Increase Budget. EOED has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.
3. No Arbitrage. For funds that are received on a cost reimbursement basis, for which the Public

Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.

4. Drawdown Deadlines. The Project expenses shall be incurred, and reimbursements shall be requested, on a timeframe that permits Grant Funds to be disbursed in accordance with the Scheduled Drawdown Dates set forth in Article III. **Failure by the Public Entity to request reimbursement for the full amount of an expected Scheduled Drawdown Date that corresponds with the end of a fiscal year (June 30) may be deemed a material breach of this Agreement authorizing EOED to exercise rights and remedies set forth in Article VI, including without limitation the revocation of the Grant.**
5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article III. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.
6. Remaining Balance. In no event shall EOED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.
7. Other Conditions. NA

ARTICLE V – Obligations of the Public Entity

A. Obligations of the Public Entity

This Agreement shall in no way relieve the Public Entity from the full force and application of any laws, rules, regulations and orders or requirements. In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Timely commence the Project, and diligently pursue the Project to completion, in accordance with the construction schedule set out in Article III.C.
2. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
3. Submit regular and complete requests for reimbursement, on a form provided by EOED that includes supporting invoices and documentation, pursuant to Article IV.B.
4. Submit timely and complete quarterly reports, on a form provided by EOED that includes updates and/or changes to the Project.
5. Submit timely and complete reimbursement requests, with appropriate supporting documentation, in accordance with all Scheduled Drawdown Dates.
6. Cooperate fully and promptly with any other request for information that the Secretary or the Director may make.

7. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
8. Ensure that construction begins on this Project in accordance with Article III.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.1 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
3. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful."
4. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected at or near the Project Site identifying the Project, such signage shall include acknowledgement of grant support from the Commonwealth of Massachusetts and/or the MassWorks Program. The Public Entity may contact the Contract Manager for message suggestions, to review draft signage, and/or to request digital copies of the Commonwealth Seal and/or Masswork logo.

D. Project Closeout

Upon completion of the Project, the Public Entity shall submit its final request for reimbursement along

with a completed closeout form, as provided by EOED, and photograph(s) of the work completed with the Grant Funds. Further, the closeout form shall certify that the scope of work outlined in this contract has been successfully completed and confirm that the Public Entity does not have any other expenses that it expects to be reimbursed from this grant. .

ARTICLE VI – Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his/her sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOED.

The Secretary's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

It shall be a material breach of this Agreement if the Public Entity does not commence construction of the Project by the commencement date set forth in the construction schedule set forth in Article III.C, or if the Public Entity does not diligently pursue the Project to completion in accordance with said construction schedule. If the Secretary determines, in his/her sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Post-Completion Maintenance and Operation; No Transfer

Upon completion of the Project, the Public Entity shall maintain and operate the Project infrastructure, and for a period of thirty (30) years following the date of this Grant Agreement, the Public Entity shall not sell, convey, lease or otherwise transfer the ownership or control of the Project infrastructure except with the prior written approval of EOED, which approval EOED may grant, condition or deny in its sole discretion. The Secretary, in his/her sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or any portion thereof in violation of this section VI.C. This section VI.C shall survive the expiration or earlier termination of this Grant Agreement.

D. Completion of the Project After Termination

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOED any and all materials that Public Entity owns related to the Project,

including but not limited to, documents, financial pro-formas and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOED shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Director with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the MassWorks Infrastructure Program.

ARTICLE VII – Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered in person or when delivered by any other appropriate method evidencing actual receipt, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOED: **MassWorks Infrastructure Program
Executive Office of Economic Development
Attn: Jacqueline McPherson, AICP, Senior Program Manager
One Ashburton Place, Suite 2101
Boston, MA 02108**

To Public Entity: **City of Somerville
Dept. of Infrastructure and Asset Management
Attn: Michael Richards, MCPPO,
Director of Finance & Administration
1 Franey Road
Somerville, MA 02143**

ARTICLE VIII – Miscellaneous

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Director in the form provided by EOED. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver, change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of

those of the Contract.

2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.
3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.
4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.
5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

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EXECUTIVE OFFICE OF ECONOMIC DEVELOPMENT
MassWorks Infrastructure Program

ATTACHMENT B
RFR Response (Grant Application and Site Plan)

FORM 1.

1.1. Primary Location:

Somerville

Please save the form after selecting Primary Location.

EOHED Region	<i>Greater Boston</i>	MassDOT District	<i>District 4</i>	Rural or Small Town	<i>N/A</i>
MDFA Regional Office	<i>Greater Boston</i>	Gateway City	<i>N/A</i>	Housing Choice	<i>Yes - HC</i>
Regional Planning Agency	<i>Metropolitan Area Planning Council</i>	MVP Community	<i>Yes - MVP</i>	MBTA Community	<i>Yes - MBTA</i>

1.2. Organization Type

Public Entity

Municipality

Public Housing Authority

Redevelopment Authority

Regional Planning Agency

Quasi-Governmental Agency (i.e. Economic Development Industrial Corporation, etc.)

Water or Sewer District

Non-Public Entity

1.3. Applicant Organization Name:

City of Somerville

1.4. Applicant Organization Legal Address:

93 Highland Avenue

1.5. City/Town:

1.6. State:

1.7. Zip Code:

Somerville

Massachusetts

02143

1.8. CEO Name:

1.9 CEO Title:

Katjana Ballantyne

Mayor

1.10. CEO Tel.:

1.11. CEO Email:

(617) 625-6600

mayor@somervillema.gov

1.12. Project Contact Name

Tom Galligani

1.13. Project Contact Title

Executive Director, Office of Strategic Planning and Community Development

1.14. Contact Tel.:

1.15. Contact Email

(617) 625-6600

tgalligani@somervillema.gov

1.16. Organization Description – Describe your organization’s structure, including staff capacity, and economic development goals.

A small city adjacent to Boston, Somerville has 81,045 residents in a land area of 4.1 square miles, making it the most densely populated city in New England. From 1860 to 1960, Somerville was a manufacturing center, and it has long been known as a gateway for immigrants. The city is now undergoing significant redevelopment, including the construction of retail, restaurants, apartments, office buildings, and life science laboratories in Assembly Square and mixed-use development focused around the recently opened five new subway stations resulting from the Green Line Extension. Led by a Mayor and an 11-member City Council – one member from each of seven wards and four at-large members – the city has a strong history of community involvement and data-driven policymaking.

Somerville has a significant need and many opportunities for continued growth to improve the city’s commercial tax base and financial outlook, produce well-paying jobs with upwardly mobile career paths, and increase investment in affordable housing, schools, parks, and other local priorities. The values expressed in Somerville’s SomerVision 2040 Comprehensive Plan include enhancing equity, diversity, community, growth, accessibility, sustainability, and innovation. The city’s economic development goals and objectives include: (1) Stabilizing housing costs by building more affordable housing and preserving existing housing stock with a particular focus on creating and maintaining programs that allow people of low- and middle-incomes to live in Somerville; (2) Providing opportunities for small businesses to thrive by strengthening our Main Street business districts and by supporting our fabrication districts in generating new, fast-growing, clean technology and creative sector businesses; and (3) Supporting new growth in our transformative areas, including Assembly Square, Boynton Yards, Union Square, and Brickbottom.

1.17. Is this a joint application between two or more municipalities (and/or entities), which will entail a formal arrangement for a shared scope of work and allocation of funds?

Yes

No

MBTA Community Questions

1.19. Chose the option below that best reflects your municipality’s compliance status with the Guidelines for Multi-family Zoning Districts Under Section 3A of the Zoning Act (MGL c. 40A). Has your municipality:

Submitted an Action Plan to DHCD and NOT YET received a letter confirming Interim Compliance

Submitted an Action Plan to DHCD and HAVE received a letter confirming Interim Compliance

Received a determination of District Compliance from DHCD or

Have not submitted an Action Plan nor application for District Compliance to DHCD in accordance with the Guidelines for Multi-family Zoning Districts

1.19.a. Does the community anticipate any changes to its approved Section 3A Action Plan that may result in delays to the plan’s schedule of more than 180 days?

Yes

No

FORM 2.

SECTION 2. PROJECT INFORMATION

2.1. Project Name: *East Somerville Station Mixed Use Development*

2.2. Short Project Description / Abstract – Provide a concise description of the project, with a focus on how the grant funds would be used if awarded.

Somerville is seeking a MassWorks grant to add pedestrian access to the new East Somerville MBTA Station to unlock a \$3B mixed-use TOD development district spanning both sides of the tracks in the historically underserved Inner Belt & Brickbottom neighborhoods. At full build, the district will yield 6,000 housing units and 10,000 new jobs. The grant will fund a pedestrian bridge between the MBTA Station and the Inner Belt neighborhood, unlocking immediate private investment, jobs and housing.

2.3. Project Category for Grant Consideration. Select the Development Continuum category, Project Type and Project Focus that best fits the project. Applicants can see the One Stop grant program most likely to review each type of project by hovering over the radio button next to each Project Focus option.

ATTENTION APPLICANT: Save form after answering or changing answer to question 2.3.

Development Continuum Category:

Community Activation and Placemaking
 Planning and Zoning
 Site Preparation
 Building
 Infrastructure

Project Type:

Infrastructure Predevelopment
 Infrastructure Construction*

Project Focus:

Public Infrastructure to Support Growth
 Roadway / Streetscape Improvements
 Bridge / Culvert Repair or Replacement
 Water / Sewer Infrastructure
 Public Utility Project (Gas, Electric, etc.)

*Infrastructure Construction projects may include predevelopment components in addition to capital construction activities.

ATTENTION APPLICANT: Save form after answering or changing answer to question 2.3.

2.4. Narrative / Scope of Work – Explain the project. Describe the proposed work that would be funded by the grant and carried out to execute this project.

Somerville seeks a MassWorks grant to support the construction of a pedestrian bridge connecting the Inner Belt neighborhood to new East Somerville Green Line MBTA Station & across to the adjacent Brickbottom neighborhood. These two Environmental Justice neighborhoods of Somerville have suffered from a historic lack of investment since the early 1900's when the neighborhoods were razed as part of an urban renewal strategy to make way for industrial parks in close proximity to highways & freight rail. For more than a decade, Somerville has been planning to leverage the Green Line Extension to catalyze revitalization in Brickbottom & Inner Belt, & the city has released plans calling for up to 10M sf of new growth in the two neighborhoods. The City has been particularly enthusiastic about transit access spurring development activity in the 60-acre Inner Belt neighborhood located east of the MBTA tracks, where vehicular access is severely limited, & opportunity exists to create a "transit first" development district that relies on public transit as the primary and most easily accessible mode of transportation to & from this neighborhood.

The City was very pleased when North River Leerink acquired six development parcels immediately adjacent to the new MBTA station on both sides of the tracks & subsequently partnered with Wheelock Street Capital on the Inner Belt sites. The two developers are hereinafter referred to as the "developer" for the purposes of this application. Together, these parcels represent Phase 1 of the larger TOD development district, offering the immediate opportunity to unlock \$1.5B in private investment to construct 1.35M sf of high-demand commercial space & approximately 450 housing units. It is expected that the Phase 1 development plan will create 4,000 permanent jobs, 2500 construction jobs, & yield approximately \$20M in new local tax revenue.

However, enhanced pedestrian access to the new transit station is required to catalyze the planned new growth in Inner Belt, a development area directly adjacent to the MBTA Station with no direct access. Innovation companies in the clean tech & life sciences sectors require transit access to attract & retain a strong workforce. While Inner Belt offers the potential to provide the kind of space that these companies need in a very desirable location, the lack of transit access is a non-starter for these users. To address this critical infrastructure challenge, the City is working with the developer and MBTA on a public-private partnership to advance the construction of a pedestrian bridge to unlock new investment in the Inner Belt neighborhood to maximize the full potential that the state's recent transit investment introduced for the Inner Belt-Brickbottom neighborhoods.

Working in partnership with the MBTA, an ADA-accessible 115 ft elevated pedestrian bridge is being designed with a single stairway and elevator on each end. The bridge will be located at the southeast corner of the 86 Joy Street parcel, off the end of Poplar Street. The bridge is anticipated to be a single span prefabricated truss type structure spanning between towers, covered by roof canopy and partially enclosed with mesh sidewalls. The walking surface will consist of a bare, cast-in-place concrete deck. Vertical clearance over the tracks will be maintained at a minimum of 20'-0" to accommodate the catenary wires and support arms below, which sit 17'-6" above top of rail. All walkways, ramps, plazas, stairs, and elevators will be ADA-compliant. The bridge is currently 10% designed. It is expected that construction can start in June 2024 and be complete in 12 months.

Through an innovative "transit first" planning approach and public-private partnership, the City will leverage prior state transit investments, ongoing city planning efforts, state policy, and private sector partnerships to create a critical mass of new jobs and homes in an area of high need.

2.5. Project Need – Describe why this project is necessary in enhancing community economic development.

There is significant demand for new commercial space in the Inner Belt neighborhood today, but insufficient access & lack of pedestrian connectivity to transit is a barrier. The developer is currently working with a high-growth clean tech tenant to bring 200 jobs to 90k sf of existing space at 200 Inner Belt, and to secure an agreement for that company to expand into 300k sf in a newly constructed building at 170 Inner Belt. This tenant deal is contingent on pedestrian access to the transit station from the Inner Belt neighborhood. The City has committed significant cash incentives to keep this company in Somerville, & the state is working with the company on a state incentives package as well. This company, and others in the clean energy, life sciences and other innovation sectors, require public transit access to attract and maintain a workforce. This is representative of the types of economic development opportunity that enhanced access to transit will deliver to Inner Belt.

2.6. Target Population Description – Describe the specific population(s), neighborhood(s), or census block that will be served and how they will be supported by the outcomes of the project. If the project is city/town wide, provide the description for the whole community. If applicable, describe how the project aligns with recommendations of the Governor's Black Advisory Commission and/or Latino Advisory Commission and focuses on Black and/or Latino communities.

The target population to be served by the grant funding and the associated private development is the immediate Environmental Justice Area directly adjacent to the East Somerville MBTA Station. The Brickbottom and Inner Belt neighborhoods are both Environmental Justice Areas that meet the criteria for minority, income and English isolation, and are designed Opportunity Zones. The two neighborhoods have been historically underserved where urban renewal displaced residents to make way for highway construction. The MBTA rail line has the potential to knit these two neighborhoods back together with the rest of the city and create the framework whereby housing and jobs are recreated to make these livable spaces that contribute to the fabric of the city. The addition of pedestrian access on the Inner Belt side of the tracks will enable a largely underserved population in the areas surrounding Inner Belt to have improved access to transit and new employment opportunities close to home.

The project is consistent with the goals, objectives and recommendations of the Black Advisory Commission and Latino Advisory Commission by providing opportunities for economic prosperity, a new diversity of housing (including 20% affordable units), new jobs and increased mobility through enhanced transit access for communities of color and low-income neighborhoods that have not benefitted from private reinvestment in decades.

2.7. Is the project area located within an Environmental Justice census block group? [CLICK HERE](#) to access the Commonwealth's Environmental Justice Map Viewer.

Yes No

2.8. Anticipated Outcomes and Impacts – Explain how the project will catalyze community economic development. Describe the tangible outcomes, including impacts on housing production, job growth, workforce development, entrepreneurship, local business and/or other social benefits.

Adding a pedestrian bridge to connect the Inner Belt neighborhood to the Brickbottom neighborhood by way of the East Somerville Green Line Station will knit the two neighborhoods together and catalyze the redevelopment of a development district that will produce more than 6,000 units of new housing, 10,000 new jobs and attract more than \$3B in private investment at full build.

The first phase of private investment to be generated by \$1.5B private investment in a TOD Master Plan that will add approximately 1.75M sf of near-term growth including 1.35Msf of high-demand commercial space and 450 housing units (20% affordable). The developer is working with the city to advance the first phase of private development, including the following parcels:

- 170 Inner Belt: 300Ksf commercial*
- 200 Inner Belt: 200ksf commercial - existing building to be renovated*
- 250 Inner Belt: 250-unit residential building (20% affordable)*
- 200 Chestnut: 325k sf commercial building*
- 86 Joy St: 325k sf commercial building & 200-unit residential building (20% affordable)*
- 100 Chestnut: 200k LEED Platinum lab/life science building under construction*

A state investment in a pedestrian bridge from Inner Belt to the East Somerville MBTA Station will be transformative for the area. The new residential growth will meet a significant need for housing production in the Greater Boston Area, including affordable units. The new commercial growth will meet a particular need for clean/tough tech commercial and lab space which is in high demand by the clean energy and life sciences sectors. The new commercial space will provide opportunities for innovation companies to grow in Somerville, such as the companies spinning out of Greentown Labs. One of those companies is currently negotiating lease space in Inner Belt, including state and local financial incentives, but that deal is contingent on pedestrian access to the train station, highlighting the critical importance of transit access to revitalization.

2.9. Does the community have any active housing restrictions, such as phased growth zoning or an active housing moratorium?

Yes No Unknown

2.10. Leadership and Ability to Execute – Describe the leadership and project management group for this project and why it is an effective team to advance this project. Identify the full name of the person(s) that will serve as the applicant's project contact. If the applicant is partnering with other organizations, list the partner organization(s), and briefly describe their role in accomplishing the project.

Somerville has an experienced and effective management structure in place with extensive experience managing state grants, including several complex MassWorks projects previously awarded to the City. The team is led by Mayor Kajana Ballantyne, who has designated Thomas Galligani, Director, Mayor's Office of Strategic Planning and Community Development, to manage oversight of the MassWorks grant program and the associated private development, serving as the primary point of contact with the state.

The following city staff will support the project:

- Thomas Galligani, Director, Mayor's Office of Strategic Planning and Community Development*
- Brad Rawson, Director of Mobility*
- Sarah Lewis, Director of Planning*
- Ed Bean, Finance Director/City Auditor*

The City team will work in close consultation with the private development team:

- Chris Pachios, North River Leerink*
- Ryan Patton, Wheelock Street Capital*
- Amanda Keefe, Redgate, Development Advisors*
- Nat Wysor, Redgate, Development Advisors*

Finally, the City and developer will continue to work closely with the MBTA's Real Estate team lead, Richard Henderson, to execute the project.

The team of public and private parties involved in this project offer a wealth of experience and professional expertise to ensure that the MassWorks project is executed on time and on budget.

2.11. Progress to date – What progress has the applicant/partner organization(s) made on this project to date? Include details about planning, community engagement, prior State/Federal funding, development tools used, noting if the project is included in any adopted municipal or regional plans (e.g. Master Plan, CEDS, HPP, etc.).

In 2008, the City of Somerville launched its first-ever citywide Master Plan process, and after four years of extensive public engagement and planning, the SomerVision Comprehensive Plan was adopted in 2012. In 2015, the City of Somerville released the Inner Belt Brickbottom Neighborhood Plan that was developed in anticipation of the Green Line Extension project and called for 5.5M - 10M sf of new growth. The plan highlighted the opportunity to leverage the state's transit investment to unlock more than 10,000 new jobs, 2,250 new housing units and 3,400 new residents. Since that time, the City has initiated a more targeted Brickbottom Neighborhood Plan, which is expected to be adopted in Summer 2023. This "Small Area Plan" currently identifies Inner Belt parcels controlled by the private developer as an area of "strategic importance" given their proximity to the new transit station.

In the interim, the City is working with the developer to advance Phase 1 of the development by rezoning a portion of Inner Belt sites as "high-rise" to allow for large-scale residential development (up to 20 stories) in the area directly adjacent to the MBTA Station. It is expected that the zoning change will be adopted in the coming three months, enabling residential development in addition to the currently allowed commercial uses.

The private development that will be unlocked through the addition of a pedestrian bridge at East Somerville MBTA Station is consistent with all of the City's development plans, housing needs assessment, and MAPC's regional growth plans, and there is strong local support for job and housing growth in the Inner Belt and Brickbottom Neighborhoods.

2.12. Timeline Information – Describe the timeline for the project. Include any tasks that the applicant would need to complete before expending grant funds, if awarded (i.e. procurement, hiring contractors, issuing RFPs, etc.), as well as information about any notable dates and/or milestones. Note: Grants awards will be announced in Fall 2023 for contracts starting in FY24.

- January 2022 - Design/Bridge Location Discussion with MBTA
- April 2022 - 100 Chestnut Groundbreaking
- January 2023 - 200 Inner Belt Renovation Commenced
- April 2023 - 10% Infrastructure Design Complete
- May 2023 - MassWorks Grant Submittal
- September 2023 - 100 Chestnut Complete
- October/November 2023 - MassWorks Grant Decision
- December 2023 - MassWorks Grant Contract
- January 2024 - Infrastructure Procurement Complete
- March 2024 - Infrastructure Permitting Complete
- June 2024 - Infrastructure Construction Start
- November 2024 - 170 Inner Belt Commence Construction (pending tenant commitment)

2.13. Budget – In the table below, provide a breakdown, by spending category, of the total grant funding requested for the proposed project.

Spending Category	Funding Requested
Pre-Construction (Design, Engineering, Permitting, Bidding, etc)	\$3,569,599
Environmental Remediation	\$200,000
Construction (Including Demolition)	\$12,100,041
Construction Admin.	\$864,800
Contingency	\$3,238,666
Other / Miscellaneous	\$
TOTAL	\$19,973,106

2.14. Provide line item explanations, justifications, and/or notes for the funding requested in question 2.13. Include an explanation of the methods for estimating project costs.

The bridge is expected to cost a total of \$29.5M as outlined above and in the attached cost estimate.

The proposed capital stack for the pedestrian bridge funding is as follows:

- \$5,000,000 - City of Somerville*
- \$4,500,000 - Developer Cash Contribution*
- \$19,973,106 - State (potential MassWorks, MBTA contribution)*

The \$9.5M in city and developer contribution is attributed to construction costs in the budget above (Box 2.13).

NOTE: The developer and the City of Somerville are contributing toward this project in other ways beyond the bridge capital stack. See box 2.15b for details.

2.15. Will the applicant provide a match to supplement any grant funds awarded?

2.15.a. If yes, what is the match amount? Yes No
\$9,500,000

2.15b. Describe the source(s) and status of all matching funds.

The City of Somerville has committed \$5M of city funds to the cost of the pedestrian bridge. The City has also pledged \$500,000 in cash as a local incentive to help secure the prospective clean tech company's commitment to Inner Belt.

The developer has committed \$4,500,000 in cash to the bridge construction. In addition, the developer will donate \$3.2M worth of land (including the partial demolition of an existing building) to the MBTA for right of way, public access and other ancillary purposes. The developer is also working with the MBTA on other requirements such construction and maintenance of a public path, construction of a temporary at-grade access to the station while the bridge is under construction, and a financial contribution to public realm improvements. In total, the developer is expecting to contribute more than \$11M of cash and/or value toward the construction of the new pedestrian bridge and related MBTA needs.

2.15.c. Does the match include local ARPA funds?

Yes

No

2.16. Attach an engineer's cost estimate or similar document that details and substantiates the requested grant amount for construction. Applicant may submit a pre-filled worksheet, such as from the MassDOT Construction Project Estimator. Contingencies should be clearly identified using a separate line item(s).

ATTACHMENT HERE: Attach cost estimate.

FINAL VHB COST ESTIMATE 6.1.23.pdf

Site Information

2.17. Project Address(es): (If multiple, enter the ID for each parcel individually. Add lines as necessary)

200 Inner Belt, Somerville, MA

170 Inner Belt, Somerville, MA

250 Inner Belt, Somerville, MA

86 Joy Street, Somerville, MA

200 Chestnut Street, Somerville, MA

100 Chestnut Street, Somerville, MA

2.18. Parcel ID(s): (If multiple, enter the ID for each parcel individually. Add lines as necessary.)

86 Joy: 94/ A/ 8

200 Chestnut: 112/ A/ 9 and 112/ A/ 10

100 Chestnut: 112/ A/ 12 and 112/ A/ 13

200 Inner Belt: 115/ A/ 3

ATTACHMENT HERE: Attach a map showing the project location.

Site Plan UPDATED.pdf

2.19. Describe the project site(s) or building, include square footage, ownership history, past/present uses and operators, conditions of any existing building(s), historic considerations, unique challenges that may exist at this location, etc. If applicable, indicate whether the applicant has site control.

The project site is the immediate vicinity of the East Somerville Green Line Station, which is an area designated as an Opportunity Zone and Environmental Justice Area. The private development will occur on six parcels immediately adjacent to the station, and the developer has site control and ownership of all of the parcels. The parcels are all previously disturbed and previously developed lots that are either vacant parcels or hold older commercial and industrial buildings. 86 Joy Street is an existing building that is currently tenanted but will need to be partially demolished to accommodate the bridge construction. 200 Inner Belt is an existing 4-story building that the developer is investing \$7M to renovate for clean/tough technology companies.

There are several unique challenges to developing in this area, most notably the lack of access to the Inner Belt neighborhood. Vehicular access to the Inner Belt neighborhood is severely limited, provided only by The Tubes, a makeshift underpass along Inner Belt Road that lacks walking and biking accommodations and chronically traps trucks with its lowclearances. The limited vehicular access is an obstacle for redevelopment today, but it also presents an opportunity for the City to transform the area in a pedestrian and bike-friendly "transit-first" redevelopment area. Transit access is critical to the viability of redevelopment in the area.

Currently, pedestrians in and around Inner Belt can walk upwards of a mile around the MBTA tracks to access the station on the opposite side of the tracks from the Brickbottom neighborhood. In order to add pedestrian access from the Inner Belt side of the tracks, the MBTA will need to secure ROW on private land. The developer is prepared to contribute \$3.2M worth of private land to enable the pedestrian connection. In addition, the corner of an existing building at 86 Joy Street will need to be demolished to provide space for the bridge construction, which is expected to cost the developer approximately \$1.1M. The developer will also construct and maintain a public pathway through private property connecting the Brickbottom neighborhood to the bridge along Poplar Street, which is expected to cost another \$1.6M.

Connectivity and the ease of mobility are paramount to successful urban developments. Without adequate pedestrian access to the newly constructed MBTA station, tenants will not locate to new commercial space in Inner Belt, residential development becomes infeasible, and the City and State miss the opportunity to realize the full potential of the State's massive GLX transit investment. Through a public private partnership model, the City, State and developer have a unique opportunity to leverage a prior State transit investment to unlock one of the most significant job and housing generating reinvestment areas in the only "transit first" development district in the Greater Boston area.

2.20. What type of use is currently allowed by zoning on the project site(s)? (Check all that apply)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Industrial/Commercial | <input checked="" type="checkbox"/> Mixed - Use |
| Residential – Single Family /
Townhome | Other: |
| Residential – Multi-family | None of the above |

2.21. Would you like this application to be reviewed for potential 43D expedited permitting designation of the site? (If site is already designated, check No)

Yes No

Special Designation: Housing Choice Community

By virtue of the applicant's Housing Choice Designation, this project may be eligible for the [Housing Choice Grant Program](#). Please note that the maximum Housing Choice award is \$300,000. To be considered for funding through this program, you must complete **Section 8. Special Designation Additional Questions**, located on Form 3.a. of the application.

2.22. Do you intend to complete Section 8. Special Designation Additional Questions in order to be considered by the Housing Choice Grant Program?

Yes No

Special Designation: Rural and Small Town

FORM 3.

DEVELOPMENT CONTINUUM QUESTIONS

Development Continuum sections will populate based on the selection made in question 2.3

SECTION 7. INFRASTRUCTURE

ATTENTION APPLICANT: You are seeing the below questions because you made the following selection in question 2.3:

Development Continuum Category: Infrastructure

Project Type: Infrastructure Construction

Project Focus: Public Infrastructure to Support Growth

Before you proceed, we recommend that you read the program guidelines for the MassWorks Infrastructure Program.

As a designated Housing Choice Community, we recommend that you read the program guidelines for the Housing Choice Community Grant Program. Please note that the maximum Housing Choice award is \$300,000. Form 3.a. Special Designation Questions must be completed to be considered for Housing Choice funding.

7.1. Is the project site located at or within a half mile of a transit station (defined as a subway, light rail, ferry, or commuter rail station), and/or is located in a zoning district that allows multi-family by right in accordance with Section 3A of MGL c.40A?

Yes

No

7.1.a. If yes, identify the name of the transit station(s):

The project is adjacent to the East Somerville MBTA Station which opened in December 2022 as part of the Green Line Extension.

ATTACHMENT HERE: Attach an aerial view map showing the limits of work of the public project site in relation to the limits of work of the private project site (if applicable). Clearly delineate the two.

Site Plan UPDATED.pdf

ATTACHMENT HERE: Attach a site plan, conceptual drawing, and/or construction design that clearly demonstrates the location and proposed work.

Pedestrian Bridge Design.pdf

7.2. Is the project site publicly owned?

Yes

No

7.2.b. If No, explain how the site will be publicly acquired/owned by the project start date or if public ownership is not applicable.

The project site is partially owned by the MBTA, however additional private land is required to construct the bridge and the pedestrian pathway along Poplar Street. The private developer is prepared to donate \$3.2M worth of private land to the MBTA to construct the bridge. It is expected that this transaction can be executed as soon as the MBTA is prepared to do so, which is partially contingent on funding being committed to construct the bridge.

7.3. If the applicant is not the municipality, does the applicant have a letter from the municipal CEO outlining knowledge of and support for the proposed project?

Yes

No

N/A

7.4. Indicate which, if any, of the following housing and/or economic development tools have been adopted within the project site.

- 40R Smart Growth or 40Y Starter Home District
- 43D Expedited Permitting District
- Approved Urban Renewal Plan
- District Improvement Financing (DIF)/Tax Increment Financing (TIF)
- Economic Opportunity Area (EOA)
- Current or Graduated Transformative Development Initiative (TDI) District
- DHCD Approved Housing Production Plan
- Infrastructure Predevelopment
- Infrastructure Capital

7.9. Provide the planned schedule/timeline for the public infrastructure project.

Milestone	Start Date	End Date
Design / Engineering / Permitting	1/1/2023	1/31/2024
Bidding Open / Close	11/15/2023	12/31/2023
Construction Start	6/1/2024	
50% Construction		1/1/2025
Construction Complete		6/30/2025

7.10. What percentage of the public infrastructure project design is completed? 10

7.11. Which of the following permits, licenses, and/or approvals are required for the public infrastructure project? For each selected item, indicate if secured and the actual or anticipated dates of filing and issuance. Note: Do not include any requirements related to associated private development.

Check if Required	Check if Secured	Filing Date (Actual or Anticipated)	Decision Date (Actual or Anticipated)
Article 97 Land Disposition			
Chapter 91 License			
401 Water Quality Certification			
Superseding Order of Conditions			
<input checked="" type="checkbox"/> Water Management Act Permit		12/1/2023	2/1/2024
MassDOT Access Permit			
Mass Historic Commission Review			
Planning Board			
Conservation Commission			
Zoning Board			
Sewer Extension Permit			
Utility Relocation			
<input checked="" type="checkbox"/> Building Permit		2/1/2024	4/1/2024
<input checked="" type="checkbox"/> Other Specify: Site Plan Review		10/1/2023	2/1/2024

7.12. Is the construction work planned as a non-participating scope item on a MassDOT TIP project?
 Yes No

7.13. Will the project include work on a state roadway and/or at an intersection with a state roadway?
 Yes No

7.14. Does the public infrastructure project meet or exceed any of the thresholds for MEPA review set forth in 301 CMR 11.03?
 Yes No

ATTACHMENT HERE: Attach a copy of the project's output report from the Commonwealth's online Climate Resilience Design Standards Tool.

RMAT.pdf

The Climate Resilience Design Standards Tool guides users to input basic project information and will generate a downloadable report for attachment. Please note that only information related to the public infrastructure portion of the project should be entered into the tool. After clicking "Submit Project inside the tool, the project information will be saved, and a "Download Report icon will appear for the user. The entire process, exclusive of registration, should take no more than 15 minutes per project. Click HERE to register and access the Climate Resilience Design Standards Tool.

7.15. Does the project's Climate Resilience Design Standards Tool report provide a "High preliminary exposure score for either Sea Level Rise/Storm Surge, Extreme Precipitation - Urban Flooding, or Extreme Precipitation - Riverine Flooding? (See above attachment)

Yes

No

7.15.a. If yes, please specify the design storm (return period) that the applicant intends to use in the engineering of the public infrastructure project (e.g., the 25-year storm or 4% storm). Additionally, please describe any design strategies that the public infrastructure project will incorporate, and/or that the applicant plans to investigate as part of the project's design, to mitigate the potential impacts of future flooding.

The bridge will be designed to be resilient to flooding by the following means:

-Elevator pits will be waterproofed to protect against groundwater infiltration. The interior of the pits will also be waterproofed and include sump pits/pumps to protect the systems against stormwater flow.

-Where practicable, elevator mechanical systems, emergency generators, and electrical systems will be elevated above surrounding grade to protect against urban flooding during extreme precipitation events.

7.16. Will the public infrastructure project result in a net increase in impervious area?

Yes

No

Infrastructure STRAP

Public Infrastructure to Support Growth

7.20. Does the public infrastructure project support an imminent private development?

Yes No

7.21. Select the one category below that best describes the type of development that is being supported by the public infrastructure project proposed in this section:

Mixed-Use Development (Residential with office, retail, and/or commercial development)

Housing Development (Residential only)

Economic Development with job creation and/or retention (No Residential/Housing)

7.22. Does the private development project, identified herein, meet or exceed the MEPA thresholds as set forth in 301 CMR 11.03?

Yes

No

7.23. Will the public infrastructure improvements directly serve or connect to the private development?

Yes

No

7.24. Will the public infrastructure project be on parcels of land that are either, a) part of the private development project site, or b) adjacent to the private development project site?

Yes

No

7.25. Will the public infrastructure project involve the construction of improvements that are required as a condition in a state/local permit or approval for a private development project, including Section 61 findings?

Yes

No

7.26. Describe the private development project(s), including the scope of the development, expected public benefits, and project phasing, if any.

Through an innovative "transit-first" planning approach and established public-private partnership with an experienced and well-resourced developer, the City will transform Inner Belt into a "transit-first" growth area, where thousands of jobs and newhousing units are added to a neighborhood of high need where public transit is the primary and most easily accessible mode of transportation. This project will leverage prior state transit investments, City planning efforts, state policy, and private sector partnerships to unlock billions of dollars in private investment to spur high density and environmentally sensitive TOD development to serve the region.

The Inner Belt Brickbottom Plan identifies the development opportunity to add 3M+ sf of mixed-use TOD development that spans both sides of the tracks representing \$3B in private investment, 6,000 newhousing units and 10,000 new jobs in a designated Opportunity Zone. The two designated Environmental Justice Neighborhoods - Inner Belt and Brickbottom - sit on opposite sides of the train tracks with no obvious connection between the two abutting areas except the new MBTA Green Line Station. The area has been subject to significant planning over the past decade in an effort to leverage the State's transit investment to revive these neighborhoods into the mixed-use livable spaces that once existed prior to the mid 1950's when neighborhoods were razed for planned highway construction and industrial parks.

Working in partnership with the City, a private developer has acquired six key development parcels along both sides of the tracks directly adjacent to the new Green Line Station. These parcels represent Phase 1 of a larger TOD development district, offering immediate opportunity to unlock 1.35M sf of high-demand commercial space and 450 housing units (90 affordable units). The developer's Master Plan represents \$1.5B in private investment that will unlock 4,000 newpermanent jobs and 2,500 construction jobs. Phase 1 includes the following parcels:

- 170 Inner Belt: 300K sf commercial*
- 200 Inner Belt: 200K sf commercial*
- 250 Inner Belt: 250-unit residential building (20% affordable)*
- 200 Chestnut: 325k sf commercial building*
- 86 Joy St: 325k sf commercial building & 200-unit residential building (20% affordable)*
- 100 Chestnut: 200k LEED Platinum lab/life science building*

200 Inner Belt is an existing building that is undergoing a \$7M renovation to accommodate clean/rough tech tenants, a use that is in very high demand in the Greater Boston area. 100 Chestnut Street is a four-story 200K sf LEED Platinum lab and life sciences building that is under construction and expected to be complete and tenanted by September 2023.

The developer is working with the City to rezone 250 Inner Belt for high rise residential development that would allow up to 20 floors of multifamily development, and to advance a 300k sf commercial building at 170 Inner Belt. The City and the developer are working closely with a high-growth clean tech tenant that is interested in locating 200 jobs in 90k sf of existing space at 200 Inner Belt in early 2024, and the partners are working to secure a lease for that company to grow into 300k sf in the newly constructed building at 170 Inner Belt. The tenant agreements are not feasible without pedestrian access from Inner Belt to the MBTA station, which is required for tenants to secure and retain a workforce. The pedestrian bridge is also critical to the planned residential construction in order to attract urban residents with a desire for easy mobility via public transit.

The Phase 1 development is expected to generate \$20M in local tax revenue, and the City is pledging \$5M in city funds toward bridge construction to catalyze transformative growth in the area.

7.27. Is this private development project allowed by-right in the municipality's current zoning? **Note:** Uses requiring a special permit do not qualify as allowed by-right.

Yes No

7.27.a. If no, is a zoning amendment required for this private development project to move forward?

Yes No

7.28. What percentage of the project design is completed for the private development? 25

7.29. Does the private development have all required permits and approvals to commence construction?

Yes No

7.29.a. If No, identify what permits and/or approvals are outstanding and the anticipated timeframe within which they will be secured.

Several elements of Phase 1 are shovel ready and/or already underway. For instance, the \$7M renovation of 200 Inner Belt is fully permitted and about to commence. Additionally, a 200K sf LEED Platinum lab and life sciences building is fully permitted and currently under construction at 100 Chestnut Street representing \$200M in private investment.

A local rezoning is required to enable a \$200M 250-unit residential building to advance at 250 Inner Belt. The developer has already filed a zoning map amendment request to rezone 200 and 250 Inner Belt to allow for high-rise residential development. The developer will subdivide the newly zoned property and commence with the design of a new building at 250 Inner Belt after the zoning amendment is complete.

It is expected that 170 Inner Belt will be the next building to advance to construction. The \$300M building is currently at a concept stage of design. The developer will advance design and permitting of 170 Inner Belt and it is expected that this 300k sf commercial building will break ground in November 2024, pending a tenant commitment. The City, State and developer are working diligently to secure a tenant agreement with the aforementioned clean tech company, with the City and State offering the company robust incentives to grow in Massachusetts, but the tenant will not commit without confirmation of pedestrian access to the MBTA Station. The high value/high priority economic development opportunity is contingent on the pedestrian bridge.

Design and permitting of 200 Chestnut and 86 Joy Street will occur after adoption of the Brickbottom Small Area Plan and subsequent new zoning is adopted, which are anticipated by the end of 2024.

The schedule below is reflective of the new building planned for 170 Inner Belt that is expected to become home to a premiere high-growth clean tech company that was developed at Greentown Labs.

7.30. Provide the anticipated schedule/timeline for the private development project.

Milestone	Start Date	End Date
Design/Engineering/Permitting	1/1/2023	12/31/2024
Construction Start	11/15/2024	
50% Construction		6/1/2026
Construction Complete		6/1/2027

7.31. Is the private development project's financing fully secured?

Yes No

7.32. Complete the table below with the specific housing production and/or economic growth impact that is expected to result from the primary private development project – the single private project that will be most directly leveraged by the public infrastructure work.

General Information	
Development Address (or Parcel ID)	170 Inner Belt
Information on Commercial Development	
Square footage of office and/or retail space to be created, including restaurants:	300,000
Square footage of industrial space to be created, including warehouses:	0
Total square footage of commercial space to be created:	300,000
Information on Residential Development	
Lot area (acres) of the housing and/or mixed-used private development project:	0.00
Number of NEW market-rate units to be created for rent/lease:	0
Number of NEW market-rate units to be created for homeownership:	0
Number of NEW affordable units to be created for rent/lease:	0
Number of NEW affordable units to be created for homeownership:	0
Total number of all NEW housing units to be created:	0
Total density (units/acre) of all NEW housing units:	0
If any affordable, specify lowest income limit used (65% AMI, 80% AMI, etc.):	0

Information on Job Creation	
Number of NEW permanent full-time jobs to be created:	1,000
Number of NEW permanent part-time jobs to be created:	0
Total number of all NEW permanent jobs to be created:	1,000
Total construction jobs to be supported by the private development project(s):	500
Total existing full-time jobs to be retained as direct result of this project:	0

7.33. Provide the following information for the primary private development project most directly leveraged by this infrastructure project, including the entity name and contact information.

Proponent Entity/Company:	<i>North River Leerink</i>	Contact Name/Title:	<i>Chris Pachios, Manager</i>
Project Name:	<i>170 Inner Belt</i>	Phone:	<i>(917) 697-3960</i>
Project Address:	<i>170 Inner Belt, Somerville, MA</i>	Email:	<i>cpachios@northriverco.com</i>

7.34. Can the private development proceed independently without the public infrastructure project?

Yes No

ATTACHMENT HERE: Attach a letter from the private development proponent confirming and explaining this answer. Include letter(s) from additional private developer(s) noted above.

SIGNED DEVELOPER LETTER.pdf

7.35. Is the infrastructure project associated with any additional private development projects?

Yes No

7.35.a. Complete the table below with the specific housing production and/or economic growth impact that is expected to result from the additional private development project(s).

General Information	
Development Address (or Parcel ID)	<i>200 Chestnut Street, 86 Joy Street, 250 Inner Belt</i>
Total estimated construction value (\$) of the private development project:	<i>\$1,200,000,000</i>
Information on Commercial Development	
Square footage of office and/or retail space to be created, including restaurants:	<i>1,050,000</i>
Square footage of industrial space to be created, including warehouses:	<i>0</i>
Total square footage of commercial space to be created:	<i>1,050,000</i>
Information on Residential Development	
Lot area (acres) of the housing and/or mixed-used private development project:	<i>12.00</i>
Number of NEW market-rate units to be created for rent/lease:	<i>360</i>
Number of NEW market-rate units to be created for homeownership:	<i>0</i>
Number of NEW affordable units to be created for rent/lease:	<i>90</i>
Number of NEW affordable units to be created for homeownership:	<i>0</i>
Total number of all NEW housing units to be created:	<i>450</i>
Total density (units/acre) of all NEW housing units:	<i>37</i>
If any affordable, specify lowest income limit used (65% AMI, 80% AMI, etc.):	<i>65</i>
Information on Job Creation	
Number of NEW permanent full-time jobs to be created:	<i>3,000</i>
Number of NEW permanent part-time jobs to be created:	<i>0</i>
Total number of all NEW permanent jobs to be created:	<i>3,000</i>
Total construction jobs to be supported by the private development project(s):	<i>2,000</i>
Total existing full-time jobs to be retained as direct result of this project:	<i>0</i>

7.35.b. Provide the following information for the primary private development project most directly leveraged by this infrastructure project, including the entity name and contact information.

Proponent Entity/Company:	<i>North River Leerink</i>	Contact Name/Title	<i>Chris Pachios, Manager</i>
Project Name:	<i>Inner Belt/Brickbottom Master Plan</i>	Phone:	<i>(917) 697-3960</i>
Project Address:	<i>Somerville, MA</i>	Email:	<i>cpachios@northriverco.com</i>

7.35.c. Can the private development(s) proceed independently without the public infrastructure project?

Yes

No

ATTACHMENT HERE: Attach a letter from the private development proponent confirming and explaining this answer. Include letter(s) from additional private developer(s) noted above.

SIGNED DEVELOPER LETTER.pdf

FORM 4.

SECTION 9. CERTIFICATION OF APPLICATION SUBMISSION AUTHORITY

9.1 If the applicant is a public entity, does the submission of this application require a formal vote of any board, commission, or other local entity? If Yes, attachment required.

Yes No Not Applicable

9.2 If the applicant is a non-public entity, does the submission of this application require the authorization of the entity's board of directors, or other governing body or bylaw? If Yes, attachment required.

Yes No Not Applicable

I, *Jennifer Allison* (Submitter Name), hereby certify that I am duly authorized to submit this application on behalf of *City of Somerville*

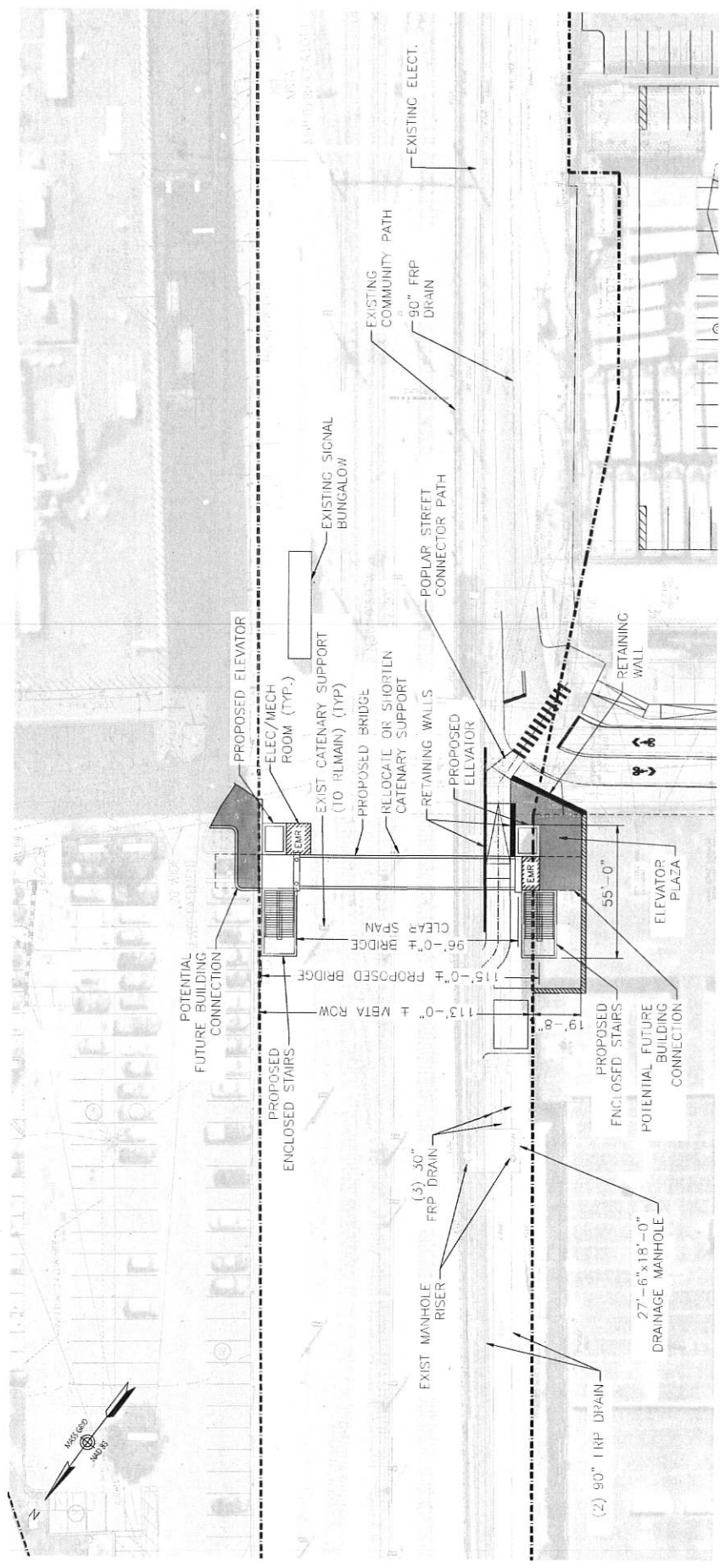
(Applicant Organization Name). By entering my name in the space below, I further certify, under the pains and penalties of perjury, that the responses to the questions provided in this application, and the attached documentation, are true, accurate, and complete. I understand that the Executive Office of Housing and Economic Development (EOHED) and its partner organizations, specifically the Department of Housing and Community Development (DHCD) and the Massachusetts Development Finance Agency (MDFA), will rely on the information provided in this application to make decisions about whether to award a grant from their respective funding sources. Also, that the Commonwealth reserves the right to take action against me, the applicant organization, and/or any other beneficiary of a grant, if any of the information provided is determined to be false, inaccurate, or misleading. I also affirm that, if awarded, the applicant organization has the capacity to carry out the project in accordance with all applicable laws and regulations.

6/2/2023 2:18:54 PM

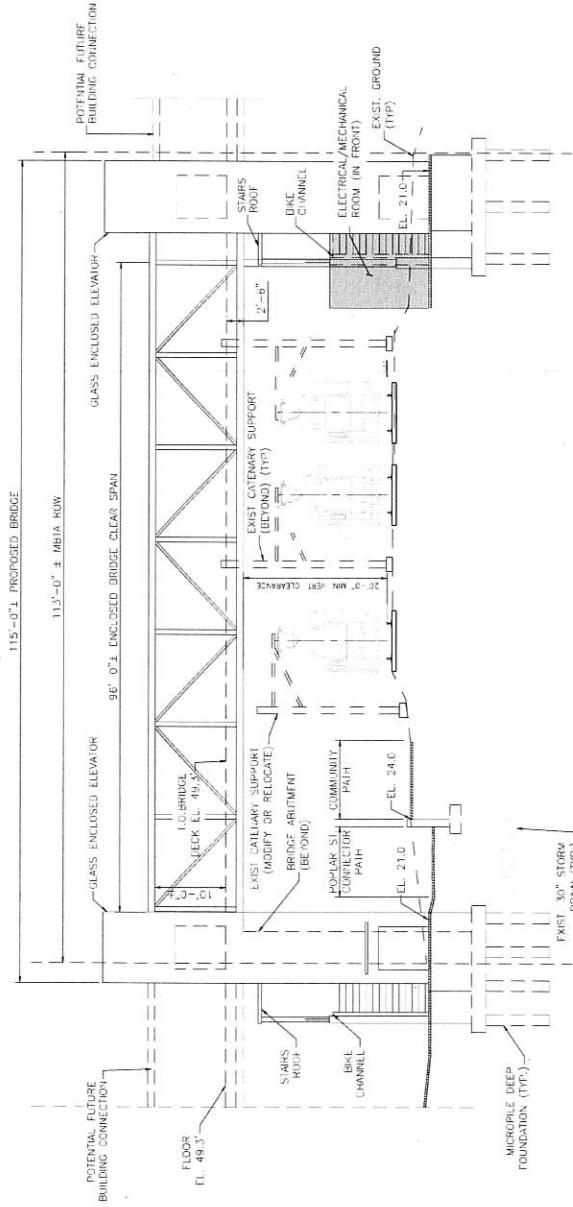
Jennifer Allison
Name

Deputy Director of Grants
Development Title

Date

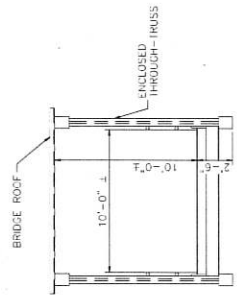


PEDESTRIAN BRIDGE PLAN
SCALE: 1" = 20'



PEDESTRIAN BRIDGE ELEVATION (LOOKING NORTH)

SCALE: 1/8" = 1'-0"



PEDESTRIAN BRIDGE TYPICAL SECTION

SCALE: 1/4" = 1'-0"