

## MEMORANDUM

JUNE 13, 2013

**TO:** BOSTON REDEVELOPMENT AUTHORITY AND  
PETER MEADE, DIRECTOR

**FROM:** LARWRENCE MAMMOLI, DIRECTOR FOR CAPITAL  
CONSTRUCTION AND FACILITIES MANAGEMENT  
PAUL OSBORN, DEPUTY DIRECTOR CAPITAL CONSTRUCTION  
STEPHEN HEALY, SR. PROJECT ENGINEER, CAPITOL  
CONSTRUCTION

**SUBJECT:** PARCEL 5 (A/K/A PARCEL E), NEW DEVELOPMENT AREA,  
CHARLESTOWN NAVY YARD: CONTRACT AUTHORIZATION FOR  
AMENDMENT NO.1, ENGINEERING SERVICES CONTRACT WITH  
WESTON & SAMPSON ENGINEERS, INC. AND RELATED MATTERS

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**SUMMARY:** This Memorandum requests that the Director be authorized to execute Amendment No. 1 to the existing Engineering Services Contract for the Environmental Soils Remediation project at Parcel 5 (a/k/a Parcel E) of the New Development Area ("NDA"), Charlestown Navy Yard ("CNY") ("Site") adjacent to the new Spaulding Rehabilitation Hospital site, with Weston & Sampson Engineers, Inc. ("Weston & Sampson"), for an additional amount not to exceed \$480,000.00. Authorization is also requested for the Director to transfer the Site.

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## **BACKGROUND**

On May 16, 2013 the Boston Redevelopment Authority ("BRA") approved an Engineering Services Contract with Weston & Sampson to conduct preliminary testing, investigation and evaluation for soil and groundwater conditions at the Site. The Site is presently being considered for open space and a playground and the environmental site evaluation is necessary for determining the extent of any soil and groundwater contamination issues.

Preliminary results have indicated that there is soil contamination at the Site which will need to be removed and disposed of in accordance with legal requirements in order to construct or install new equipment and facilities.

## **AMENDMENT NO. 1 SCOPE OF SERVICES**

Amendment No. 1 will cover the following services:

1. Engineering services necessary to comply with requirements of the Massachusetts Department of Environmental Protection ("DEP").
2. Review site conditions and develop soil management and contaminated material disposal plans.
3. Review qualifications from remediation contractors and contract with the recommended contractor for soil excavations and off site soil disposal.
4. Provide Construction Management for the removal and disposal of soils by the remediation contractor.
5. Provide Licensed Site Professional Services during construction.
6. Manage all landfill review and approvals for off-site soil disposal.
7. Provide Resident Engineering services for remediation and construction activities.
8. Provide design and oversight of soil stabilization program.

## **GOAL**

The goal is to have Weston & Sampson provide necessary services at the Site to comply with all environmental clean-up requirements for appropriate uses. A remediation contractor would be selected for construction work at the Site and in accordance with all regulations of the Massachusetts DEP Contingency Plan, Chapter 21E.

The Weston & Sampson team has an extensive soil remediation management and engineering background and additionally has a good knowledge of the Charlestown Navy Yard area.

## **SITE TRANSFER**

The Site (Parcel 5 or Parcel E, NDA/CNY) is presently owned by the BRA, and is part of the so-called "New Development Area" within the yard that the BRA acquired from the federal government in 1979.

For open space and playground uses, it may be appropriate to transfer care, custody, control and maintenance to the City of Boston. Accordingly, when the Site is ready or when otherwise appropriate, it is recommended that the Director be authorized to

execute any and all agreements, etc. necessary for transfer, or conveyance, of the Site to the City of Boston.

### **FUNDING**

Consultant services and construction costs will be funded by the Office of Budget Management, City of Boston.

### **RECOMMENDATION**

It is recommended that the Director be authorized: (1) to enter into Amendment No. 1 to the existing Engineering Services Contract with Weston & Sampson for an additional cost not to exceed \$480,000.00 and when added to the original funding will be a total cost not to exceed of \$550,000.00 and (2) to enter into agreements with the City of Boston.

Appropriate votes follow:

**VOTED:** That the Director be, and hereby is, authorized to enter into an Amendment No.1 to the existing Engineering Services Contract with Weston & Sampson for an additional contract amount not to exceed \$480,000.00 for the provision of engineering services required in connection with soil remediation and other construction work for Parcel 5 (a/k/a Parcel E) of the New Development Area in the Charlestown Navy Yard; and

### **FURTHER**

**VOTED:** That the Director be, and hereby is, authorized to enter into a Memorandum of Agreement, Memorandum of Understanding, or like agreement, with the City of Boston, acting by and through its Office of Budget Management and/or other appropriate commissions, divisions or departments, in connection with funding regarding site remediation, construction and related activities for Parcel 5 (a/k/a Parcel E) of the New Development Area, Charlestown Navy Yard; and

### **FURTHER**

**VOTED:** That the Director be, and he hereby is, authorized to execute and all agreements, deeds and instruments, as he may determine appropriate in his sole discretion, to transfer or convey the care, custody, control and maintenance, or fee, in the property at Parcel 5 (a/k/a Parcel E) of the New Development Area, Charlestown Navy Yard, to the City of Boston, acting through appropriate commissions, departments or divisions, including but not limited to, the Parks and Recreation Department, such

agreements, deeds and instruments, may contain terms and conditions acceptable to the Director.