

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this 11<sup>th</sup> day of September, 1992, by and among the **EXECUTIVE OFFICE OF TRANSPORTATION AND CONSTRUCTION**, established and existing under Chapter 6A of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("EOTC"), the **MASSACHUSETTS HIGHWAY DEPARTMENT**, (formerly named the Department of Public Works) established and existing under Chapter 16 of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("MHD"), and the **CITY OF CAMBRIDGE**, Massachusetts having a mailing address at City Hall, Cambridge, Massachusetts 02139 ("Cambridge").

Reference is made to the following facts:

A. The MHD is presently undertaking a project known as the Central Artery (I-93)/Third Harbor Tunnel (I-90) Project (the "Project"), which is located partially in Boston and partially in Cambridge, Massachusetts. That portion of the Project located north of Causeway Street, including the intersection of I-93, the Tobin Bridge, Storrow Drive and local roads is defined below as the "Charles River Crossing."

B. Cambridge has initiated legal action challenging the adequacy of the State's environmental determinations and review of the Project, particularly the Charles River Crossing.

C. As recommended by the certificate of the Secretary of Environmental Affairs dated January 2, 1991, the Secretary of EOTC created a Bridge Design Review Committee to study design options which could potentially improve upon the Project's Charles River Crossing. On March 12, 1992 the members of the Bridge Design Review Committee voted unanimously to endorse MHD's continuing efforts for the Charles River Crossing, which at that time were focusing on an alternative design known as design 8.1(d).

D. MHD is considering the work of the Bridge Design Review Committee and is evaluating the feasibility and ability to fund design 8.1(d) and modifications to such design, all involving, among other things, a tunnel crossing the Charles River.

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adopted, it will cooperate with EOTC and MHD in implementing the Project.

G. This Agreement sets out the commitments of the parties with respect to the Charles River Crossing and the settlement of the Cambridge Lawsuits.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions.

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- (e) MEPA - The Massachusetts Environmental Policy Act.
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From and after the date of this Agreement, MHD will work diligently and in good faith to evaluate the feasibility of a Tunnel Proposal and to advance the design of such proposal by preparing additional, more detailed plans, drawings and other materials. Throughout the design process and in connection with any modifications to any approved design, MHD will keep Cambridge informed of its progress and will cause its representatives to meet with Cambridge on a regular basis to permit Cambridge to review and comment on the development of the design.

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7. Applicable Law, Binding Effect.

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MHD:

Commissioner  
Massachusetts Highway Department  
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Copies of any such document shall be provided by contemporaneous hand delivery to:

General Counsel  
Executive Office of Transportation and  
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Project Director  
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and

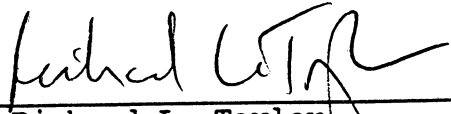
City Solicitor  
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9. Titles and Headings.

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EXECUTED as of the date first above written.

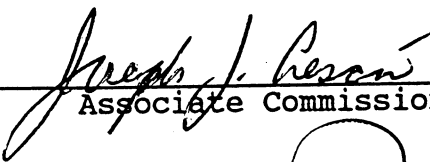
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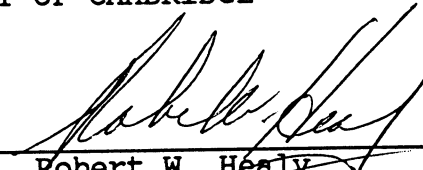
  
Associate Commissioner

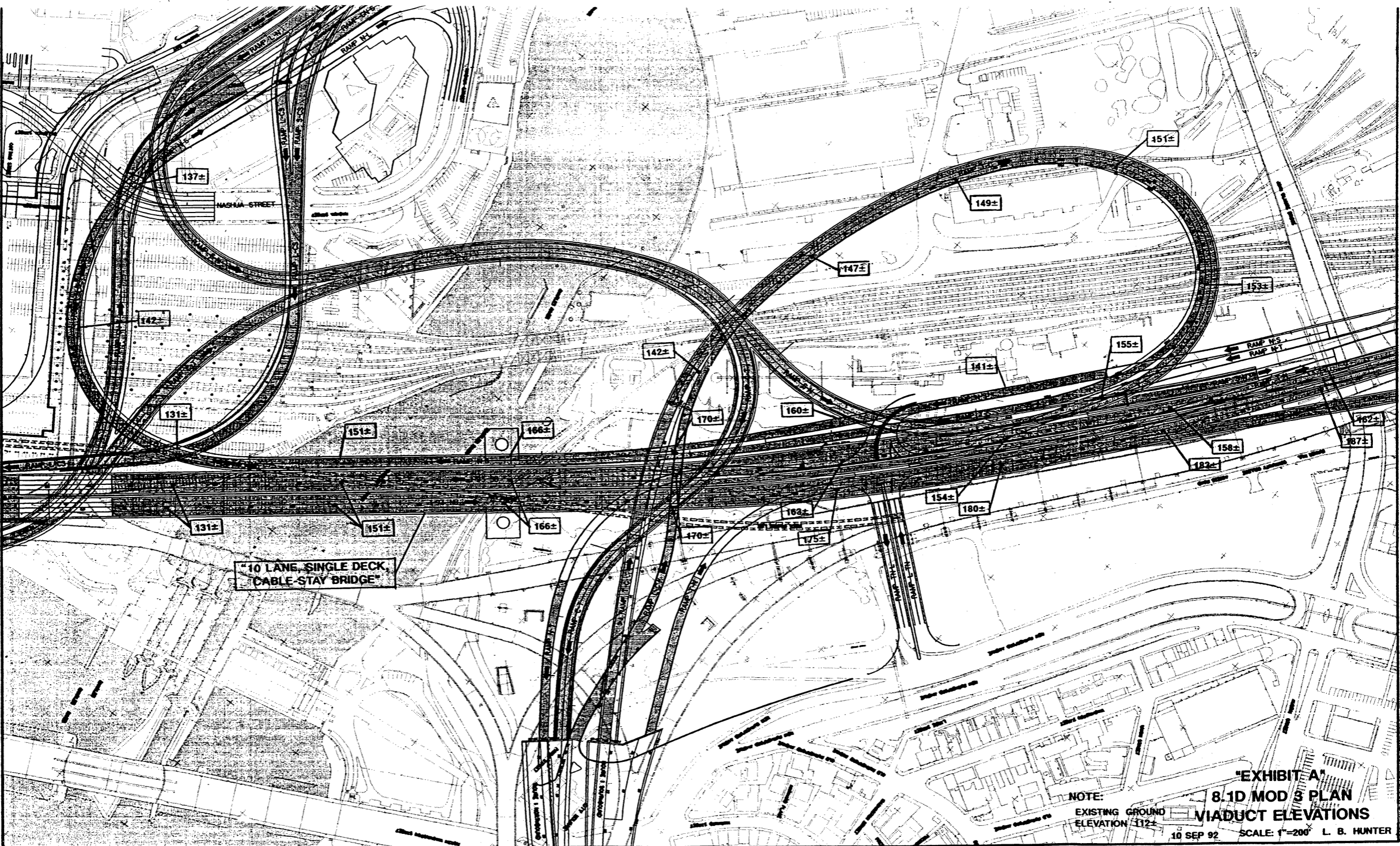
  
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Robert W. Healy  
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10 LANE, SINGLE DECK,  
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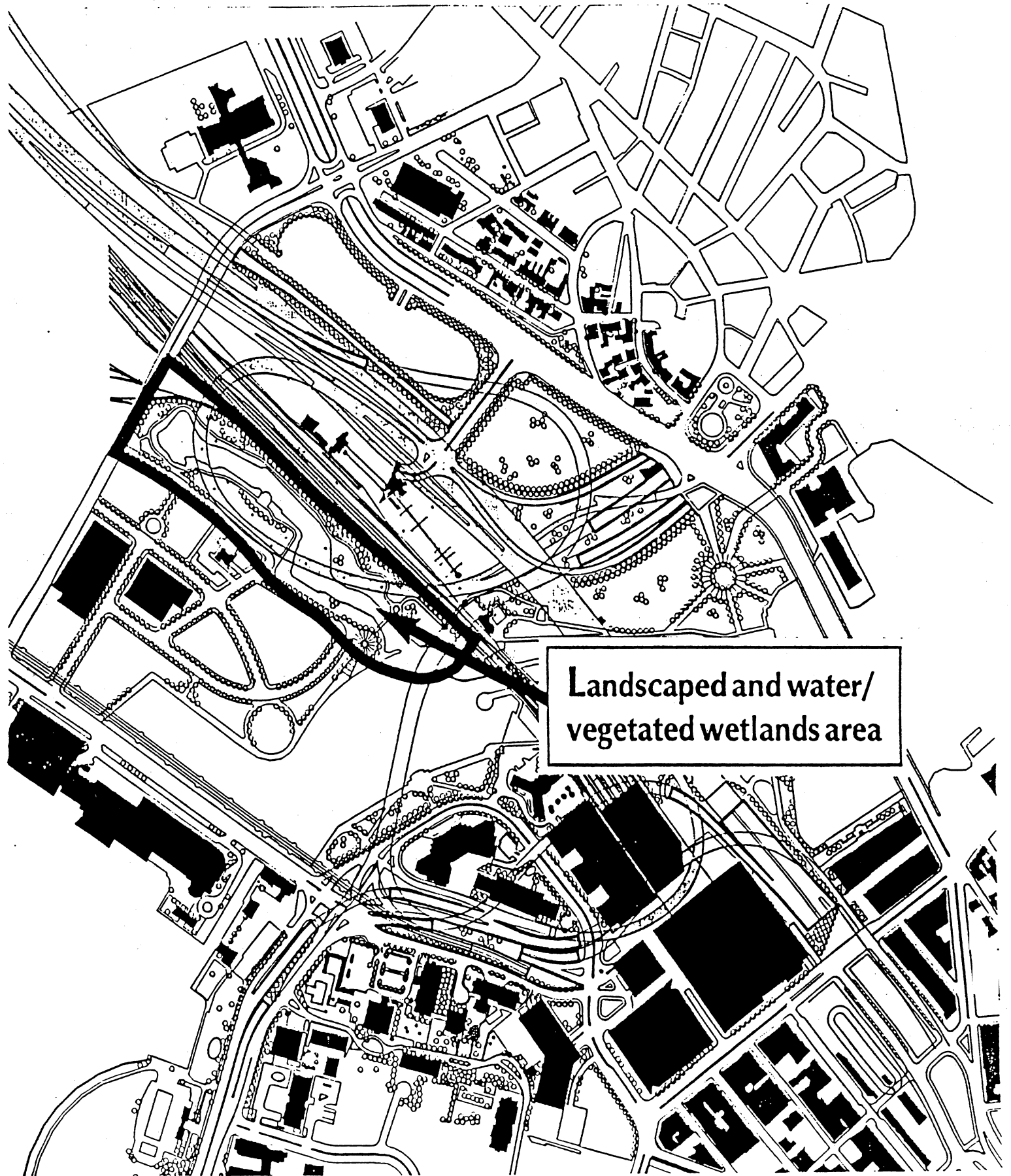
EXHIBIT A  
8.1D MOD 3 PLAN  
VIADUCT ELEVATIONS

10 SEP 92 SCALE 1"=200' L. B. HUNTER



EXHIBIT A  
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Landscaped and water/  
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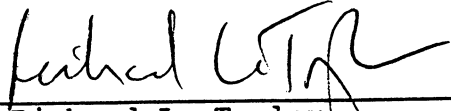
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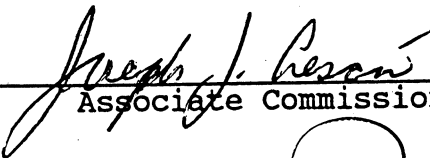
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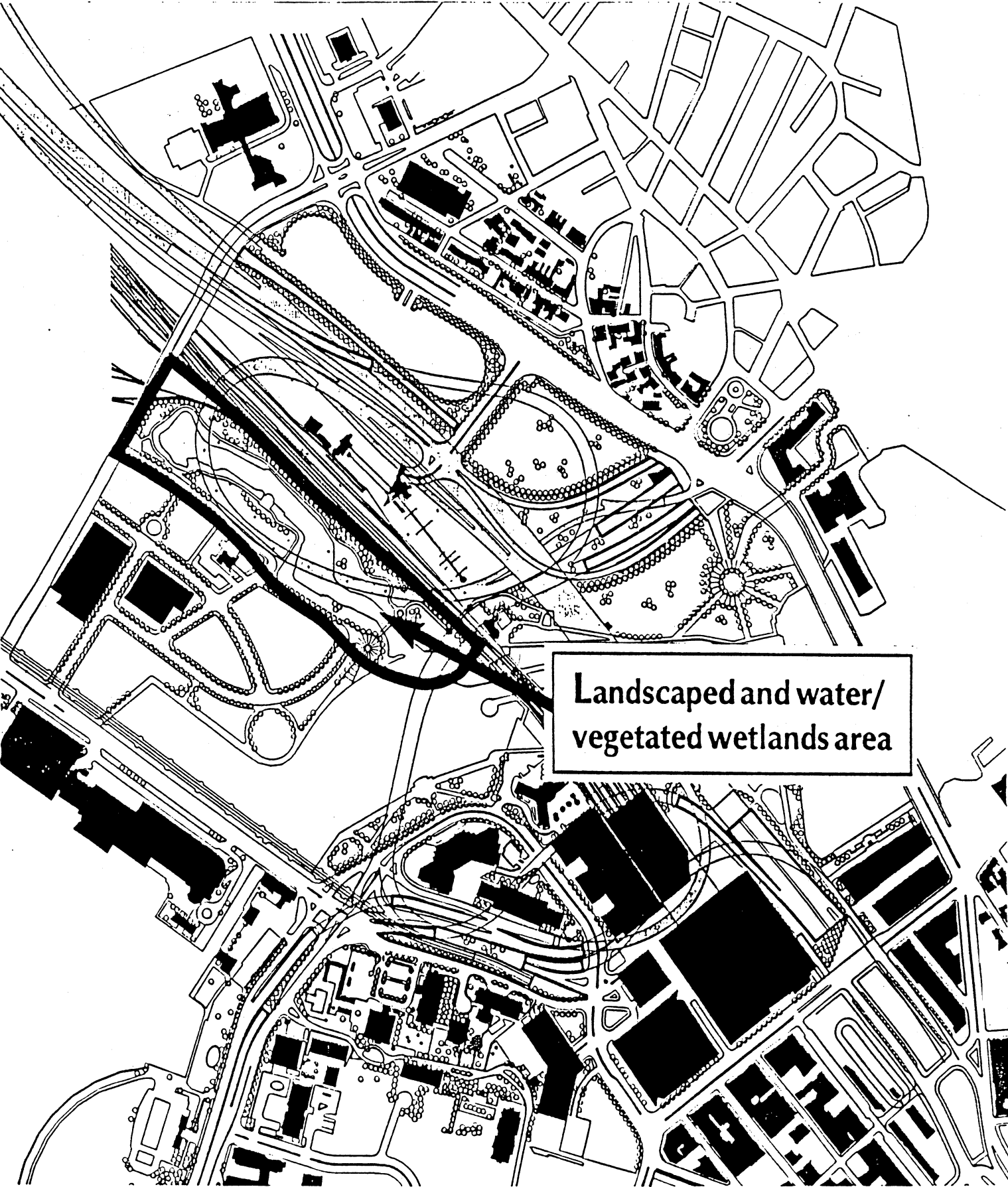


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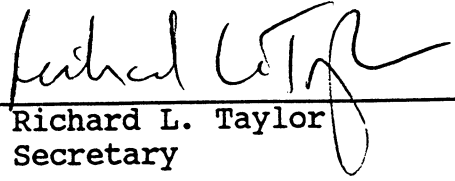
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Cambridge, MA 02139

9. Titles and Headings.

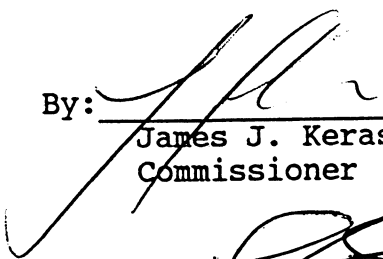
The headings of the sections, subsections and paragraphs set forth are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

EXECUTED as of the date first above written.

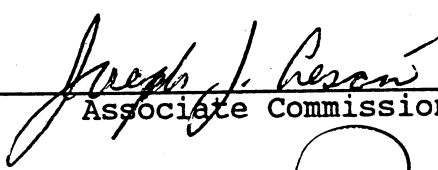
EOTC: Executive Office of Transportation and Construction

By:   
Richard L. Taylor  
Secretary

MHD: MASSACHUSETTS HIGHWAY DEPARTMENT

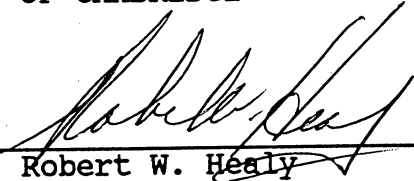
By:   
James J. Kerasiotes  
Commissioner

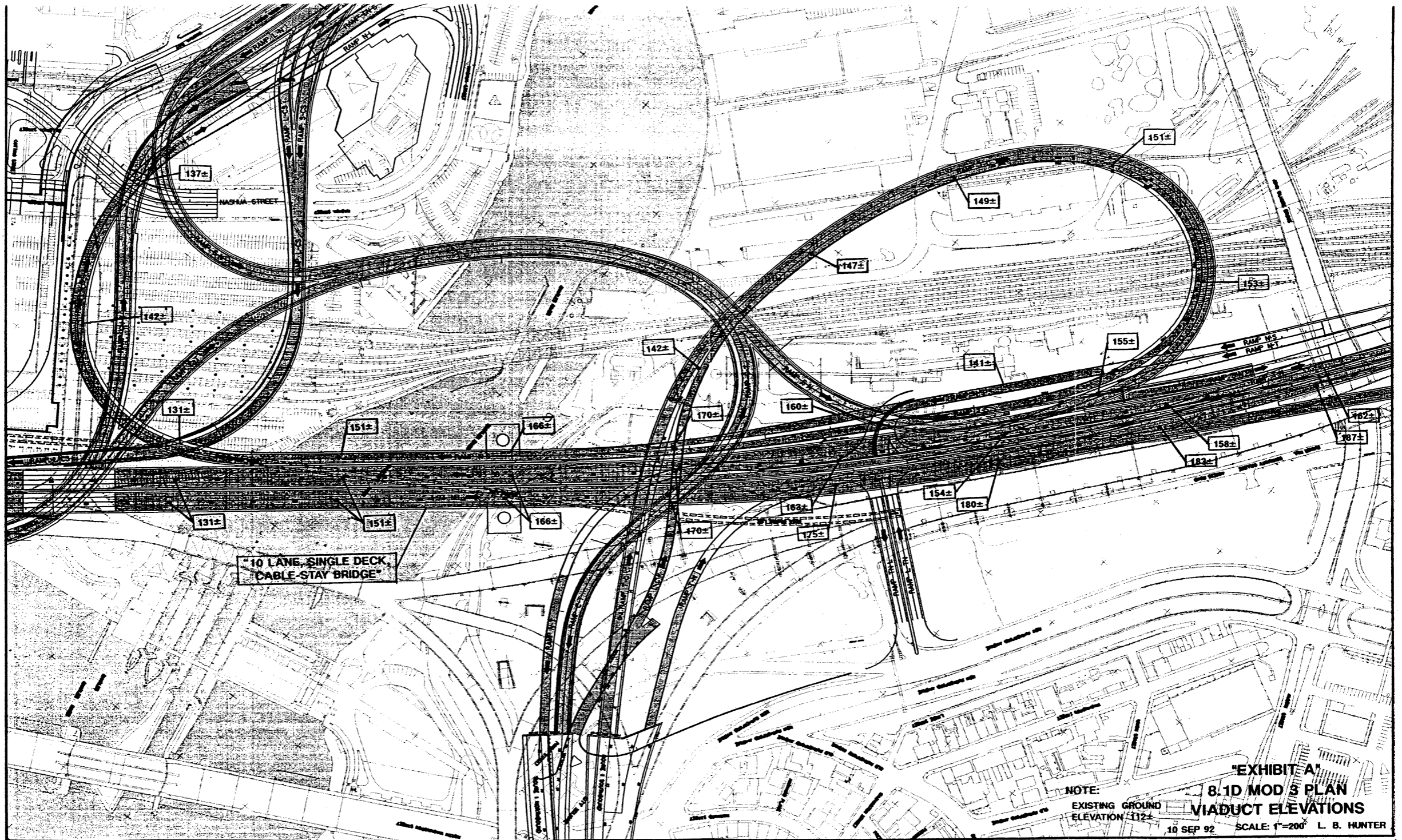
  
Associate Commissioner

  
Associate Commissioner

  
Associate Commissioner

Cambridge: CITY OF CAMBRIDGE

By:   
Robert W. Healy  
City Manager



10 LANE, SINGLE DECK,  
CABLE-STAY BRIDGE

NOTE:  
EXISTING GROUND  
ELEVATION 112±

EXHIBIT A  
8.1D MOD 3 PLAN  
VIADUCT ELEVATIONS

10 SEP 92 SCALE: 1"=200' L. B. HUNTER



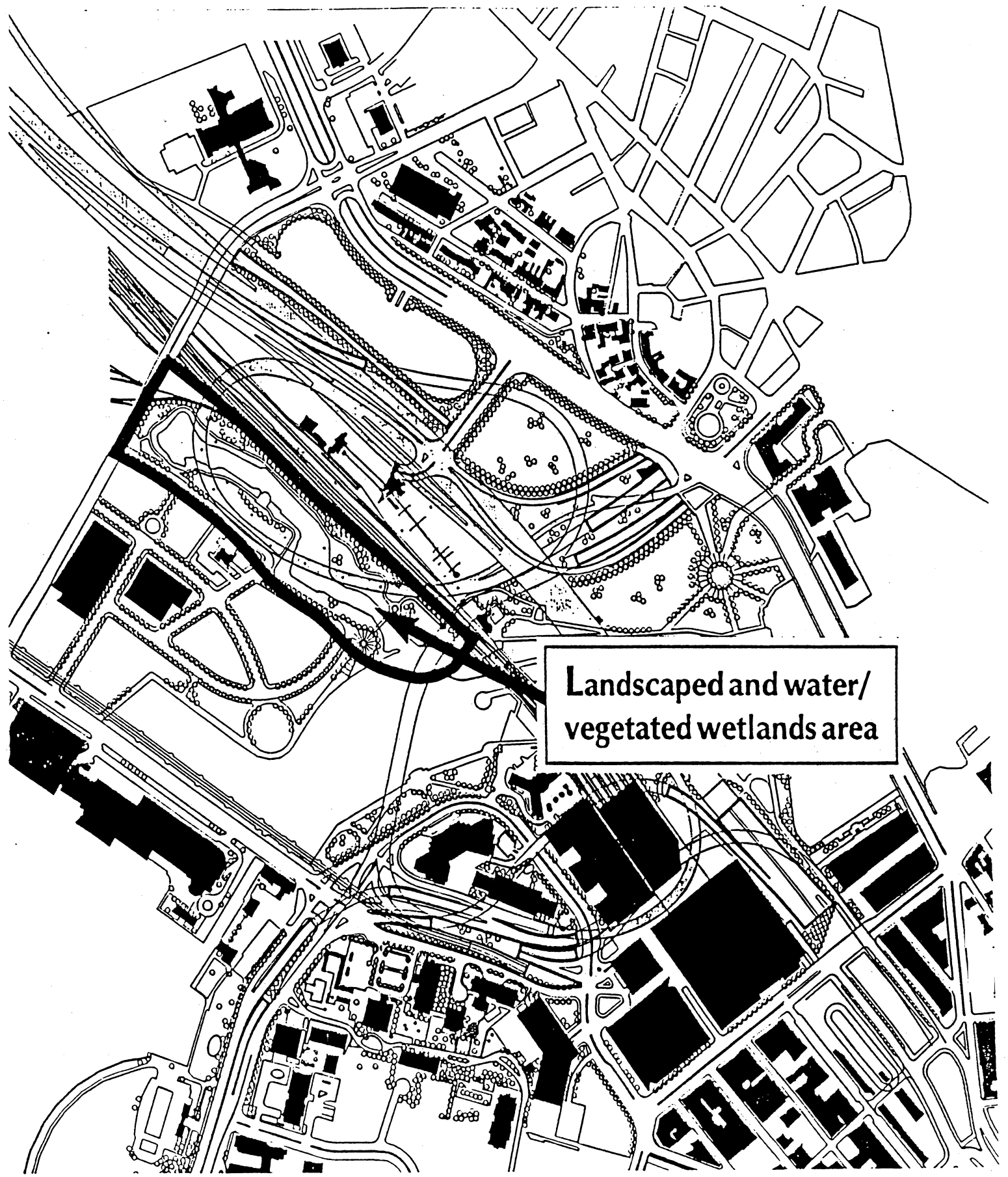
10 LANE, SINGLE DECK,  
CABLE-STAY BRIDGE

NOTE:  
EXISTING GROUND  
ELEVATION 112'

EXHIBIT "A"  
8.10 PLAN  
VIADUCT ELEVATIONS

10 AUG 92 SCALE 1"=200' W. G. DAUER, SR

Exhibit B to the Cambridge  
Settlement Agreement



Landscaped and water/  
vegetated wetlands area

**CITY OF CAMBRIDGE  
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT is made this 11<sup>th</sup> day of September, 1992 by and among the **EXECUTIVE OFFICE OF TRANSPORTATION AND CONSTRUCTION**, established and existing under Chapter 6A of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("EOTC"), the **MASSACHUSETTS HIGHWAY DEPARTMENT** (formerly the Department of Public Works), established and existing under Chapter 16 of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("MHD"), and the **CITY OF CAMBRIDGE**, Massachusetts having a mailing address at City Hall, Cambridge, Massachusetts 02139 ("Cambridge").

**RECITALS**

EOTC, MHD and Cambridge ("the Parties") make reference to the following facts upon which this Services Agreement is based:

A. The MHD is presently undertaking a project known as the Central Artery (I-93)/Third Harbor Tunnel (I-90) Project ("Project"), significant elements of which will be located in Cambridge. The Project is part of a broad range of multi-modal transportation measures intended to upgrade regional and local transportation systems over the next decade.

B. The parties recognize that Cambridge has unique expertise and resources to help assess the construction impacts of the Project on Cambridge and its inhabitants.

C. As sponsor of the Project, the Commonwealth of Massachusetts, acting through the MHD, is primarily responsible for the Project's design, construction and management.

D. The Parties wish to set forth herein their agreements as to the provision of certain governmental services by Cambridge in connection with the Project, compensation for such services by MHD, coordination of Cambridge's services with EOTC and MHD's planning and operations relating to the design and construction of the Project, and the undertaking and completion of certain studies, and traffic, transit and public works improvements by MHD and EOTC.

Now therefore, for good and valuable consideration, including the mutual covenants contained herein, the parties hereby agree, as follows:

1. Transit Improvements and Studies.

The parties understand that the increased availability and use of transit facilities will enhance the movement of people and goods during and after construction of the Project. Accordingly, the parties agree that, EOTC and MHD shall cause the completion of the studies listed below (or in the case of studies to be completed by an entity other than MHD or EOTC, to use best efforts to encourage the completion of such studies); to facilitate the planning participation of Cambridge as set out below; and to pursue the design, environmental review, funding and implementation by the appropriate body of the transportation and public works improvements listed below:

- (a) Lechmere MBTA Station. The parties agree that extension of First Street to O'Brien Highway may help to improve traffic circulation. Such extension requires that the MBTA complete its planned relocation of the Lechmere MBTA Station to the other side of O'Brien Highway. Accordingly, EOTC agrees that promptly after the execution hereof, it will encourage the MBTA to complete and file the final Environmental Impact Report for the proposed relocation. EOTC will also encourage the MBTA to complete design work for the proposed station and commence any land takings required for the construction of the station in a timely manner. Any design for the station will be done so as to accommodate a pedestrian overpass over O'Brien Highway so the same may be built if deemed feasible and desirable. As part of such works, EOTC agrees to study the feasibility of phasing the relocated station and the proposed maintenance facility, so that the station could be constructed in advance of the maintenance facility. The EOTC agrees to encourage the MBTA to use its best efforts to commence construction of the relocated station not later than May 1, 1993. During the period of any disruption of services on the Green Line between North Station and Lechmere Station, attributable to construction of the Project of Green Line improvements, EOTC will identify with Cambridge appropriate bus services to North Station and the red line at Kendall Square to mitigate the impacts of any service disruptions.

Promptly after the date hereof, subject to the outcome of the feasibility study for the extension of First Street, MHD agrees to commence design work and any environmental permitting required for the extension of First Street to O'Brien Highway. EOTC will encourage MBTA to assure that the removal of the abandoned viaduct and demolition of the existing station will commence promptly after relocation of the Lechmere MBTA Station and thereafter proceed promptly to completion, and MHD will assure that the extension of First Street to O'Brien Highway will commence promptly after relocation of the Lechmere MBTA Station and thereafter proceed promptly to completion.

- (b) Express Bus Routes. EOTC agrees to fund and undertake a study of express bus routes from I-93 and I-90 to Lechmere station and Kendall, Central and Harvard stations. EOTC will use its best efforts to commence such study by April 1, 1993, and to complete such study by September 30, 1993.

The study will identify the funding for such express bus routes, and if feasible and appropriate implementation of such routes shall be concurrent with commencement of construction of the mainline I-93 construction in downtown Boston. Without limiting the scope of the study, the study will include an evaluation of the feasibility of a one-lane, reversible express bus corridor on the railroad bridge over the Charles River through the Beacon Yards to the Grand Junction Corridor, to serve the Kendall Square area of Cambridge. The express bus study shall also consider the feasibility of I-90 express bus routes from western suburbs to a North Station terminus (including intermediate Cambridge stops), in order to ease construction period commuting to the downtown north area and the Green Line.

- (c) Cambridge Bus Routes. EOTC agrees to fund and undertake a study of present MBTA bus routings through Cambridge. Such study will include a consideration of ridership inducement (latent demand). Such study will consider bus feeders from other cities to the Red Line and will consider routing of buses through the City, to reduce the need for riders to change at central points. The study will identify and make recommendations with respect to proposed new or changed routes. EOTC will use its best efforts to have such study commenced not later than April 1, 1993 and to complete such study by September 30, 1993.

- (d) Green Line Circumferential Feasibility Study. EOTC agrees to fund and undertake a study of a Green Line connector through Cambridge on the railroad right of way near M.I.T., to provide connections from the Green Line near Longwood Station, along the right of way to Kendall Square and Lechmere station. EOTC will use its best efforts to complete such study not later than September 1, 1993 and to complete any required Environmental Impact Report process under the Massachusetts Environmental Policy Act by December 31, 1994.

- (e) Transit Line Extension. EOTC agrees to invite Cambridge participation in the evaluation of any proposed transit line extensions or new connections which are located in or affect Cambridge.

- (f) Water Shuttle. EOTC agrees to fund and undertake a study of the feasibility of a water shuttle connecting Cambridge riverfront points such as the riverfront hotels, to Logan Airport and other points in Boston Harbor. EOTC will use its

best efforts to commence such study by April 1, 1993 and to complete such study by September 30, 1993.

- (g) Cambridge Participation In Studies. EOTC agrees that Cambridge will be invited to participate in each of the studies described in this Agreement. Such participation shall include a review, prior to issuance, of the proposed scope of each such study. Each study shall include a component for participation by the public. Prior to completing each such study, EOTC agrees to review with Cambridge representatives its tentative findings and conclusions, and in completing this study to take into account any comments of Cambridge representatives concerning such tentative findings and conclusions.

2. Roadway Improvements and Studies.

The parties have agreed that it is desirable to further improve traffic circulation in and around the Project area, particularly during construction of the Project. Accordingly, EOTC and MHD hereby agree to undertake the following roadway improvements and studies:

- (a) Lafayette Square Reconstruction. The parties acknowledge that improvements at Lafayette Square will better accommodate vehicles attempting to avoid Storrow Drive, will improve access from the I-90 Allston interchange area to East Cambridge and will provide better intracity circulation during construction of the Project. Accordingly, MHD agrees to promptly complete any filings required under the Massachusetts Environmental Policy Act for the reconstruction of Lafayette Square, to begin the right-of-way designation and any land acquisition promptly thereafter, and to commence such reconstruction not later than 18 months after submission by Cambridge of 75% design plans, subject to final approval of design plans to be provided by the City of Cambridge. MHD agrees to fund, through Urban Systems Grant funding or other grant programs, all eligible costs of construction and land acquisition, and to reimburse Cambridge for all eligible costs incurred in designing the improvements to Lafayette Square.
- (b) Binney Street Reconstruction. The parties agrees that the reconstruction of Binney Street from Third Street to Commercial Street will help to improve traffic circulation. MHD agrees to use its best efforts to assure that the reconstruction of Binney Street shall be completed not later than December 31, 1992. MHD agrees to reimburse Cambridge for all eligible costs incurred in designing such reconstruction.
- (c) Hazardous Cargo/Truck Traffic. MHD agrees to initiate a study of truck traffic using Cambridge streets to reach non-Cambridge destinations. Such study shall include an examination of present hazardous cargo routes on the regional roadway

system, including those through Boston and Cambridge, and shall identify alternative routes. Such study will identify the feasibility of preventing hazardous cargo vehicles on the Massachusetts Turnpike from exiting at the Allston/Cambridge interchange and traveling to non-Cambridge destinations via Cambridge streets, and while recognizing the need to serve existing industrial areas will consider the feasibility of a ban on classes of hazardous cargo trucks on I-90 east of Route 128. Such study will also consider measures to reduce truck traffic on Cambridge residential streets. Such measures include alternative routing, a truck ban on River Street, Western Avenue, and East Cambridge residential streets and other measures. MHD agrees to use its best efforts to initiate such study by July 1, 1993.

- (d) I-93/Cambridge HOV Connections. MHD agrees to commence, promptly after the date hereof, a feasibility study of possible facilities to permit high occupancy vehicles (HOV) to connect to Cambridge points from I-93. As part of this study, HOV restricted connections to and from the Gilmore Bridge will be considered. Prior to completing such study, MHD shall share its data, findings and preliminary conclusions with Cambridge, and in determining the feasibility of such HOV connections, MHD shall fully and fairly consider comments received from Cambridge representatives regarding any HOV connections. MHD agrees to apply for funding for any HOV connections determined to be feasible and appropriate, and to use its best efforts to construct any HOV connections for which federal Intelligent Vehicle Highway Systems funds are available.
- (e) Route 1 Traffic Disruption. The parties recognize that if construction of the Project causes disruptions on Route 1 (Storrow Drive), traffic circulation in Cambridge may be affected. On the basis of outputs of the traffic study identified under Section 3(a), MHD agrees to identify any such traffic effects, with participation of Cambridge representative, and implement all reasonable corresponding measures to improve traffic circulation in and around Storrow Drive and Charles Street Extension, at Charles Circle and Leverett Circle, and on any Cambridge roadways so affected.
- (f) Cambridgeport Roadway Improvement Project. MHD will study whether, during construction of the Project, drivers may seek to take advantage of a route across the B.U. Bridge and through the Cambridgeport neighborhood. If feasible and warranted to mitigate construction period traffic impacts, MHD agrees to use its best efforts to design and construct new roadway connections from Brookline Street near Granite Street to Sidney and Waverly Street. These connections are intended to divert traffic around this neighborhood. Cambridge will be invited to participate in such study, and will have an opportunity to review and comment upon any draft report or preliminary findings prior to final completion of such

study.

- (g) Construction Period Traffic Plan. MHD agrees that prior to commencement of construction of any portion of the Project located north of the Charles River, it will prepare and submit to Cambridge for comment, a construction period traffic plan. Such plan will include, without limitation, a prohibition of all construction related traffic on East Cambridge residential streets, and measures for repair of streets and highways damaged by construction of the Project.

3. Cambridge to Provide Traffic, Planning and Coordination Services.

- (a) The parties acknowledge that during construction of the Project existing traffic flows in and around Cambridge will be altered. Cambridge agrees to establish and operate during construction of the Project a traffic monitoring program to enable MHD and Cambridge to evaluate altered traffic patterns, and to take steps to avoid or alleviate any adverse effects. MHD will purchase and install or will reimburse Cambridge for purchase and installation of approximately 23 loop detectors, 6 counters, and 2 memory packs to be used to determine base traffic counts and to be used to monitor any traffic impacts during construction. MHD will also reimburse Cambridge for traffic consulting services, up to \$25,000 for design and implementation of a baseline traffic study in the City of Cambridge. MHD will reimburse Cambridge up to \$60,000 for initial development of a traffic mitigation program to be designed in cooperation with MHD. MHD also agrees to fund mutually agreed upon traffic consulting services to Cambridge for traffic monitoring and mitigation during construction of the Project after the initial services period. The parties further acknowledge that construction of components of the Project located in and near Cambridge will require planning services and coordination of City services during design and construction of the Project. Cambridge agrees to provide the services outlined in the "Services Schedule" attached hereto as Exhibit A. MHD agrees to compensate Cambridge for the provision of such services, as provided in this Agreement.
- (b) The Services Schedule sets forth the services anticipated by the parties to be provided for the period from September 11, 1992 to June 30, 1993 (the "Initial Services Period") along with an overall budget cap for such period (the "Initial Budget Cap"). MHD will appoint a contract manager to work in liaison with representatives of Cambridge to monitor progress. If Cambridge anticipates that the Initial Budget Cap will be exceeded for the Initial Services Period, Cambridge will notify MHD and upon receipt of that notice, MHD agrees to promptly enter into negotiations to provide additional funding for that period and further agrees to take good faith efforts to provide the necessary additional funding. In addition, at least ninety (90) days prior to the commencement of each fiscal year (July 1

through June 30), beginning July 1, 1993, until the expiration or earlier termination of this Agreement (a "Fiscal Year Period"), the parties shall execute and deliver a revised Services Schedule which shall include a detailed description of the services anticipated by the parties to be provided for the upcoming Fiscal Year Period and a tentative budget therefor (the "Annual Services and Budget Estimate"), and the maximum annual aggregate fee (the "Annual Budget Cap") for the services that will be provided during that Fiscal Year Period. Each revised Services Schedule shall, upon execution by MHD and Cambridge, be deemed to constitute an amendment to this Agreement.

- (c) The parties acknowledge that the initial services estimate and each Annual Services and Budget Estimate represent the parties' expectations and estimates as of the date made and that only the Initial Budget Cap and the Annual Budget Caps set forth in the Services Schedule and in revised Services Schedules are legally binding. Over the course of the Initial Services Period and each Fiscal Year Period thereafter, the parties agree to work together in good faith to reach agreement on a mutually acceptable Services Schedule for the next Fiscal Year Period, such schedule to be reflective of the extent of services expected to be provided by Cambridge to the MHD in connection with the Project during such Fiscal Year Period.
  
- (d) The parties recognize that the services to be provided under this Agreement are essential to the goal of performing construction work of the Project in a manner which has a minimal impact on Cambridge and persons travelling on Cambridge streets. The parties further recognize that Cambridge is in a unique position to provide the services. Accordingly, Cambridge agrees that the services and the work products provided hereunder shall conform to the highest professional standards of care and practice, that the personnel performing such services shall be qualified and competent to adequately provide the services assigned to them and that the performance of such personnel shall reflect such professional standards of care and practice. In furtherance of the foregoing, Cambridge agrees that the personnel providing these services shall perform the services in a prompt and efficient manner that does not in any way delay or hamper, but instead, expedites the progress of the Project. Cambridge further agrees that all personnel hired or whose salaries are paid in whole or in part by funds provided under this Agreement shall make their best efforts to respond to any comments, requests, complaints or other communications from MHD promptly and succinctly in the same manner in which the comment, request, complaint or other communication from the Commonwealth was made (i.e., written or oral), within three (3) work days after receipt of oral comments and five (5) work days after receipt of written comments.

- (e) In carrying out its obligations under this Section 3, Cambridge may retain appropriate consultants, contractors and the like, provided that any such persons shall perform in accordance with the standards set out in subsection (d), above, and are within both the Initial Budget Cap and the Annual Budget Cap.

4. **North Point Improvements.**

- (a) **Parkland.** In an effort to restore and improve the areas temporarily disrupted by the construction of the Project, and to further enhance the environment and nearby uses, MHD agrees to undertake the following:

- i) Pursuant to its agreement with MDC, MHD has agreed to construct a park (including bordering park roadways) along the banks of the Charles River, with pedestrian and bicycle connections across the railroad tracks, upstream across the river near the MDC's former GSA parcel to the Museum of Science, and across the river along the railroad bridge (the scope of such park and connections is shown schematically on Exhibit B and such park and connections are hereafter collectively referred to as the "Park"). Such term shall also include any landscaped area constructed as part of the Project and located upstream of the railroad tracks. It is expected that the planning for the Park and connections shall be undertaken by the MDC under its agreement with MHD (described below), with the participation of the Citizens Advisory Committee established pursuant to such agreement. MHD agrees to invite Cambridge to participate in the planning for all park areas and pedestrian and bicycle connections located in Cambridge, and will request MDC to provide Cambridge with the opportunity to review the final design for such parks and connections.
- ii) As part of its early build efforts for the Riverfront Park parcel, MHD agrees to assess, design, reconstruct and restore the granite block seawall between the Green Line viaduct and the downstream edge of the former GSA parcel. The parties acknowledge that MHD may attempt to reach agreement with Congress Group to contribute to the cost of such reconstruction, but the absence of such agreement shall not excuse MHD from performing this obligation. MHD shall use its best efforts to assure that the seawall reconstruction and restoration shall be completed by June 30, 1994.
- iii) MHD agrees to promptly undertake to acquire all privately held riverfront property located between the Green Line viaduct and the railroad bridge, necessary to create the continuous riverfront park in the North Point area

and any privately held property necessary to create other portions of the Park, the haul road and other improvements described in this Agreement. The scope of the greenspace constituting the continuous riverfront park shall be generally as shown on Exhibit B attached hereto, and at no point shall be less than 100 feet wide.

- iv) Pursuant to its agreement with MDC, MHD has agreed to relocate the MDC garage located on the former GSA parcel to allow for development of the site. MHD shall use its best efforts to assure that planning and design for such relocation shall be commenced not later than October 1, 1992, and construction of the replacement facility completed not later than August 1, 1994.
  - v) MHD agrees to use its best efforts to complete construction of that portion of the Park which is located between the Green Line viaduct and the upstream limits of the Project construction site, including construction of the park roads adjacent to the Park (binder coat only if such roads are used for access to the construction site) not later than August 1, 1995. MHD agrees to complete the remainder of the Park (and finish the park roadways) promptly after the date on which MHD is no longer using the land area upstream of the railroad tracks for construction of the Project.
  - vi) After completion of the Park (including park roadways) MHD shall use its best efforts to promptly convey the Park (and park roadways) to the MDC. Prior to such conveyance, the Park (including park roadways) shall be maintained by MHD, and MHD shall repair damage and replace plantings as necessary.
  - vii) Pursuant to its agreement with the MDC, MHD has agreed to undertake the renovation, restoration, rehabilitation, and landscaping of the MDC stables, boathouse and other buildings located at the former Charles River Dam. MHD agrees that the renovated facilities shall be used for public purposes, as determined through the MDC master planning process. MHD agrees to use its best efforts to cause such renovation, restoration and rehabilitation to be completed not later than December 31, 1994. Pursuant to such agreement, MHD also agreed to complete certain landscaping along the walkway between O'Brien Highway and the Museum of Science parking garage. MHD agrees to use its best efforts to complete such landscaping not later than December 31, 1993.
- (b) Haul Road and Related Streets. Prior to commencement of construction of the portion of the Project located in the North Point area, MHD agrees to construct

the haul road and related streets as shown on Exhibit B attached hereto, such construction to include taking in fee of all necessary land and installation of underground utilities and drainage systems, grading, lighting and rough paving. Promptly upon completion of construction of the portion of the Project located in the North Point area, MHD agrees to complete the construction of all such roadways, including installation of curbing, finish paving, repair of any construction period damage, and landscaping. Thereafter, MHD agrees to maintain such roads until offered by MHD to Cambridge without consideration for acceptance as City streets.

In connection with the design of such roadways, MHD agrees that promptly after the execution of this agreement it will evaluate options for improved vehicular access to the North Point area, including the reconstruction of the East Street and Industrial Way intersections with the O'Brien Highway, resignalization at these intersections, and the potential for HOV bus connections, pedestrian walk lights at all O'Brien Highway intersections, a new pedestrian walk light on O'Brien Highway connecting the Museum of Science and the new pedestrian bridge to North Point, and a pedestrian connection between North Point and the Gilmore Bridge. If warranted to mitigate construction or permanent impacts, MHD agrees to undertake all reasonable measures to improve such intersections, in connection with the original construction of the haul road and related streets. All roads and park improvements to be constructed in the North Point area are intended to be consistent with the Cambridge Community Development Department's North Point Policy Plan and Design Guidelines dated June 20, 1989.

- (c) Development. MHD acknowledges that Cambridge has been trying to encourage private redevelopment of the North Point area and that construction of both projects should be closely coordinated. MHD further acknowledges Cambridge's goal of assuring that remnant parcels created by the Project are integrated with other parcels for a coordinated development of the area, particularly for the development of affordable housing. EOTC and MHD agree to work cooperatively with Cambridge in facilitating land transactions to create viable development sites for housing in North Point. MHD also agrees to undertake construction in the North Point area in a manner which, to the extent feasible, does not interfere with the development of the housing and hotel project presently proposed by Congress Group Ventures. This may be accomplished by scheduling North Point improvements on adjacent parcels as early as possible and avoiding disruption on adjacent parcels located between the Congress Group project and the Project, or by undertaking other appropriate mitigation measures. In furtherance of this goal, MHD agrees to solicit input from the proponents of private development projects in the North Point area. Finally, to the extent that the buffer strip location between the Project and new North Street is vacant after

construction of the Project, MHD agrees to plant a temporary buffer strip of trees and install fencing to screen the North Point development sites until the buffer parcels are developed.

- (d) Graving Basin. In the event that MHD determines that it is necessary to construct a graving basin and that it is not reasonable to construct the graving basin at the location downstream of the railroad bridge, MHD will use its best efforts to assure that the graving basin will be located as close to the upstream edge of the MBTA railroad tracks as possible and shall be minimum size.
- (e) MDC Agreement. The parties acknowledge that certain of the obligations set out in the agreement may be inconsistent with the provision for a 100-foot buffer strip adjacent to the loop ramps, as set out in section I.B.1 of the separate MHD agreement with MDC dated July 29, 1991 (the "MDC Agreement"). The parties agree to work cooperatively during the MDC master planning process to resolve any inconsistencies, and to seek any amendment of the MDC agreement that may be necessary to resolve inconsistencies with this Agreement. If such inconsistencies with the MDC Agreement are not so resolved after the best efforts of the parties, the MDC agreement shall govern, provided that any measures above and beyond those required by the MDC Agreement, but not in conflict with the MDC Agreement, which are required by the Settlement Agreement among the parties of even date herewith are not to be considered inconsistent with the MDC Agreement. MHD agrees not to amend the MDC Agreement in any way which would be inconsistent with this Agreement. MHD agrees that whenever this Agreement refers to an undertaking which the MHD has agreed to pursuant to an agreement with the MDC, such undertaking is hereby made for the benefit of Cambridge, with the intention that MHD shall also be committed to Cambridge with respect to such undertaking.

5. Environmental Improvements.

- (a) Millers River. To the greatest extent possible, MHD agrees to avoid, minimize and mitigate any impacts to wetlands at the Millers River. The MHD agrees to fully inform the Cambridge Conservation Commission of any discussion with the other local, state or federal agencies regarding wetlands and water resources at the Millers River. MHD will work with the Cambridge Conservation Commission to identify and, as appropriate, remove illegal fill or dumped material on areas within MHD's control on the west bank of the Millers River and in the river itself and establish an appropriate mitigation plan for any impacts of the Project or of such removal on the Millers River including, as appropriate, stabilizing banks with native wetland plant material, rather than riprap.

- (b) Other Wetlands Protection Measures. MHD agrees to implement Best Management Practices for the maintenance of all roadways and other facilities located in the Charles River Crossing area. To the extent feasible, all storm drains, catch basins and other drainage facilities constructed or altered in connection with the construction of the Project that discharge to the Millers River or the Charles River, (i) shall be routed through a settling or a detention system in order to improve water quality prior to discharge and (ii) shall be routed through oil/gasoline traps sufficient to capture a spill on any part of the area served by such drainage system. Project roadways designed to drain to the Millers River or Charles River upstream of the Charles River Dam will be redesigned, if feasible, to drain below the Charles River Dam. Otherwise, all roadways constructed as part of the Charles River Crossing and the CANA project that drain to the Millers River or the Charles River upstream of the Charles River Dam shall, if feasible, be designated "Low Salt Areas" and posted as such. In that event, MHD agrees to control de-icing applications in this area to enforce the Low Salt Area designation.
- (c) Noise Reduction Program. MHD agrees to further study the expected noise levels (including both construction noise and long-term traffic noise), and to further identify means of reducing the noise levels on parkland in the North Point area, the existing residential and commercial buildings in and around the North Point area and East Cambridge and the proposed developments in the North Point area. Of particular concern to Cambridge is noise associated with nighttime construction activities. If within the Initial Budget Cap and Annual Budget Cap, MHD further agrees to reimburse Cambridge for the costs of retaining an expert to review and comment on MHD's study. MHD agrees to use its best efforts to implement all reasonable noise reduction measures. Further, MHD agrees to evaluate and implement reasonable noise reduction features in any vent building to be located upstream of the I-93 mainline.

6. Job Training. Cambridge will participate in the Project's job training program, as follows:

- (a) Cambridge will be the area designated as Area III in the Request for Qualifications Proposal (RFQP) the State is proposing to issue for job training for the Project.
- (b) In the evaluation of proposals, any proposal for services for Cambridge will be evaluated by a team consisting of three State representatives and two Cambridge representatives. In order to ensure appropriate coordination with the overall project training program, proposals that cover services to Boston as well as Cambridge will be evaluated jointly with the State and Boston representatives.

- (c) MHD will fund through the RFQP process at least one outreach, intake, assessment, case management, referral and placement center in Cambridge. In addition, either through the collaboration or separate contracts, MHD will ensure that at least 28 to 30 Cambridge residents will receive training slots in Fiscal Year 1993 in the skills training, APP and construction for women programs. If the collaborative model MHD is currently planning fails to produce the training slots for Cambridge, then MHD agrees to provide funding to Cambridge to purchase slots. The money provided will be sufficient to purchase slots with the training vendors participating in the project training program.
- (d) MHD will enter an agreement with Cambridge to provide management services similar to the agreement MHD has with the Boston Economic Development and Industrial Corporation. MHD will pay Cambridge \$20,000 per year for those services in accordance with the terms of that agreement.
- (e) MHD will include representation from Cambridge on the management team for the training program.
- (f) MHD agrees that Cambridge will be included in all training programs and job programs funded by MHD or the Project during construction of the Project and will ensure that the level of participation by Cambridge is proportionate to overall Project expenditures for job training.

7. **Rodent Control.** MHD will work with the City of Cambridge to ensure that the construction of the Project does not cause rodent infestation in Cambridge. To accomplish this goal, the Project's rodent control program will work cooperatively with Cambridge to prevent rodent migration away from construction sites to adjacent property. Among the activities the Project will undertake are:

- (a) Training programs for Cambridge City employees, including employees from the Inspectional Services Department and Department of Public Works, to enable employees to use the latest techniques to prevent rodent infestation.
- (b) Baseline surveys of construction area and Cambridge neighborhoods close to the Project.
- (c) Baiting and monitoring to eliminate rodent activity within the work and staging areas and to prevent rodent displacement to immediate neighborhoods.
- (d) Provide access for Cambridge to the rodent control hotline for the Project to respond to rodent control concerns of Cambridge neighborhoods.

- (e) Participation of Project rodent control staff in neighborhood briefings.

Cambridge agrees to clean catch basins as appropriate for rodent control. MHD will work with the MDC and MBTA to ensure effective scheduling of catch basin cleaning in Cambridge as appropriate for rodent control. In addition, EOTC will work with the MBTA to ensure that the rodent control practices of the MBTA in East Cambridge are adequate to prevent rodent infestation. MHD will also ensure that the rodent control policies of the Project contractors in Cambridge are sufficient to prevent rodent infestation.

8. **Technical Assistance.** In order to permit Cambridge to perform the services required under this Agreement, MHD agrees to provide the following technical assistance to Cambridge:

- (a) MHD will retain a highway design consultant reasonably acceptable to Cambridge, to provide advice concerning highway design and traffic performance in accordance with the Scope of Services to be proposed by Cambridge, and approved by MHD, such approval not to be unreasonably withheld.
- (b) MHD will retain John Spengler, or another air quality consultant of similar qualifications reasonably acceptable to Cambridge, to provide advice to Cambridge concerning air quality impacts of the Charles River Crossing on Cambridge, and to enable Cambridge to assist MHD in preparing its evaluation of such impacts. Such advice shall be in accordance with a Scope of Services to be proposed by Cambridge, and approved by MHD, such approval not to be unreasonably withheld.
- (c) MHD agrees that it will, throughout the design of the bridge component of the Charles River Crossing, solicit input from Christian Men (or a substitute bridge design professional of similar reputation for designing visually satisfactory bridges) on the design and aesthetics of the Charles River Crossing design, and shall share such input with Cambridge.

9. **Legal Requirements.** The Parties acknowledge that it is the intention of EOTC and MHD that their obligations hereunder be funded, in large part, by Federal Highway Administration ("FHWA"). Accordingly, Cambridge agrees to undertake its best efforts to assist EOTC and MHD in securing FHWA approval for said funding including without limitation, the Initial and Annual Budget Caps to be agreed to hereunder. The Parties recognize that to the extent transportation and public works improvements listed above are not eligible for FHWA funding or Federal Transit Administration ("FTA") funding, they require and are subject to capital appropriation by the Massachusetts Legislature, authorization by EOTC and authorization for expenditure by the Massachusetts Executive Office of Administration and Finance. Further, depending on the nature of the transportation and public works improvements, such projects may

be subject to approval by the MBTA Advisory Board, the MHD Board of Public Works, the Metropolitan Planning Organization, and review and approval under other applicable law including but not limited to the Massachusetts Environmental Policy Act ("MEPA"), the National Environmental Policy Act ("NEPA"), Section 4(f) of the Transportation Act of 1966, 49 U.S.C. §303(c) ("Section 4(f)"), and 16 U.S.C. 470 (f). EOTC and MHD agree to use best efforts to obtain any such required approvals.

10. Notice.

In the interest of expediting the process contemplated by this section, communication of the written documents or notices required or permitted by this Agreement shall be by hand delivery to the parties as follows:

Cambridge:                      City Manager  
   City Hall, 795 Massachusetts Avenue  
   Cambridge, MA 02139

EOTC:                              Secretary of Transportation and Construction  
   Executive Office of Transportation and  
   Construction  
   State Transportation Building  
   10 Park Plaza  
   Boston, MA 02116

MHD:                                Commissioner  
   Massachusetts Highway Department  
   State Transportation Building  
   10 Park Plaza  
   Boston, MA 02116

Copies of any such document shall be provided by contemporaneous hand delivery to:

General Counsel  
Executive Office of Transportation and  
Construction  
One South Station  
Boston, MA 02110

Project Director  
Central Artery/Tunnel Project  
One South Station

Boston, MA 02110

Chief Counsel  
Central Artery/Tunnel Project  
One South Station  
Boston, MA 02110

and

City Solicitor  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139

11. **All Amendments to be in Writing.**

This Agreement or any part thereof, may be amended from time to time hereafter, including by a revised Services Schedule, only in writing executed in the case of EOTC by the Secretary, in the case of MHD by the Commissioner, and in the case of Cambridge, by the City Manager.

12. **Applicable, Law, Binding Effect.**

This Agreement is intended to be interpreted pursuant to the laws of the Commonwealth of Massachusetts as a contract under seal. The rights, obligations, liabilities, terms, conditions and agreements of this Agreement under such laws shall inure to the benefit of and be binding upon the successors and representatives of the parties, but this Agreement shall be neither transferable nor assignable. Neither this Agreement nor any performance or failure to perform hereunder by MHD or EOTC shall create any rights on behalf of any other person not a party hereto. This Services Agreement is executed by the parties concurrently with the Settlement Agreement and Escrow Agreement among the parties of even date herewith, and execution of those agreements by the parties was part of the consideration which induced the parties to execute this Services Agreement.

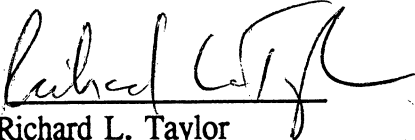
13. **Titles and Headings.**

The headings of the sections, subsections and paragraphs set forth are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

**EXECUTED** as of the date first written above.

**EOTC:**

**EXECUTIVE OFFICE OF TRANSPORTATION  
AND CONSTRUCTION**


By:   
Richard L. Taylor  
Secretary

**MDPW:**

**MASSACHUSETTS HIGHWAY DEPARTMENT**

By:   
James J. Kerasiotes  
Commissioner

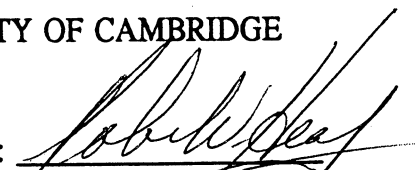
  
Associate Commissioner

  
Associate Commissioner

  
Associate Commissioner

**Cambridge:**

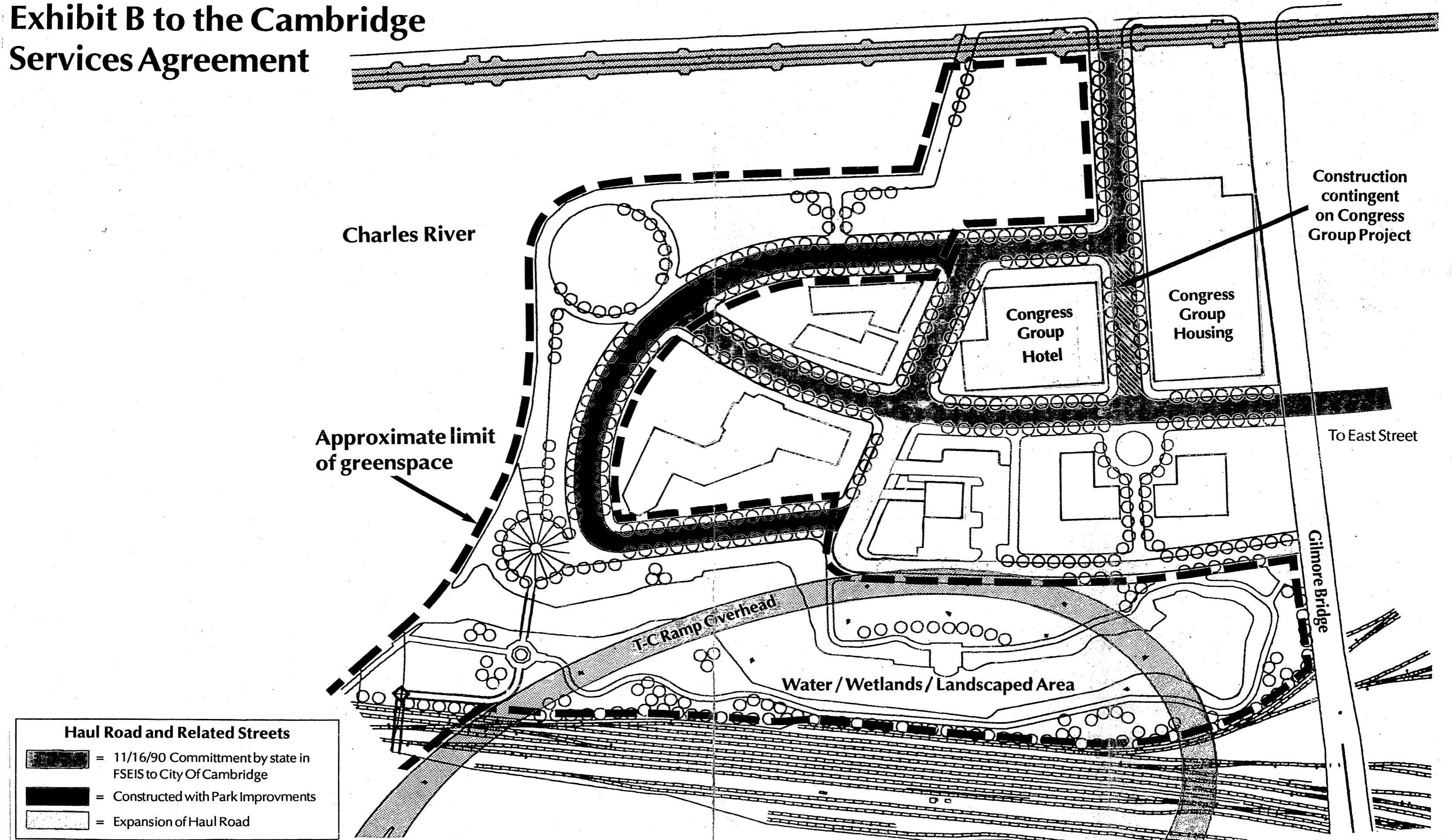
**CITY OF CAMBRIDGE**

By:   
Robert W. Healy  
City Manager

**EXHIBITS**

- A Services Schedule
- B Plan Showing Park Improvements, North Point Streets, etc.

# Exhibit B to the Cambridge Services Agreement



Charles River

Approximate limit of greenspace

Congress Group Hotel

Congress Group Housing

Construction contingent on Congress Group Project




To East Street

Gilmore Bridge

T-C Ramp Overhead

Water / Wetlands / Landscaped Area

**Haul Road and Related Streets**

-  = 11/16/90 Commitment by state in FSEIS to City Of Cambridge
-  = Constructed with Park Improvements
-  = Expansion of Haul Road

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this 11<sup>th</sup> day of September, 1992, by and among the **EXECUTIVE OFFICE OF TRANSPORTATION AND CONSTRUCTION**, established and existing under Chapter 6A of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("EOTC"), the **MASSACHUSETTS HIGHWAY DEPARTMENT**, (formerly named the Department of Public Works) established and existing under Chapter 16 of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("MHD"), and the **CITY OF CAMBRIDGE**, Massachusetts having a mailing address at City Hall, Cambridge, Massachusetts 02139 ("Cambridge").

Reference is made to the following facts:

A. The MHD is presently undertaking a project known as the Central Artery (I-93)/Third Harbor Tunnel (I-90) Project (the "Project"), which is located partially in Boston and partially in Cambridge, Massachusetts. That portion of the Project located north of Causeway Street, including the intersection of I-93, the Tobin Bridge, Storrow Drive and local roads is defined below as the "Charles River Crossing."

B. Cambridge has initiated legal action challenging the adequacy of the State's environmental determinations and review of the Project, particularly the Charles River Crossing.

C. As recommended by the certificate of the Secretary of Environmental Affairs dated January 2, 1991, the Secretary of EOTC created a Bridge Design Review Committee to study design options which could potentially improve upon the Project's Charles River Crossing. On March 12, 1992 the members of the Bridge Design Review Committee voted unanimously to endorse MHD's continuing efforts for the Charles River Crossing, which at that time were focusing on an alternative design known as design 8.1(d).

D. MHD is considering the work of the Bridge Design Review Committee and is evaluating the feasibility and ability to fund design 8.1(d) and modifications to such design, all involving, among other things, a tunnel crossing the Charles River.

E. Cambridge has agreed that it will cause its lawsuits to be dismissed if MHD abandons the so-called "Scheme Z" design for the Charles River Crossing and adopts a Tunnel Proposal as the alternative design for the Crossing.

F. MHD has agreed to keep Cambridge informed of its progress in evaluating the alternative designs and has made certain other commitments to Cambridge for the benefit of the Project and Cambridge. Cambridge has agreed that if a Tunnel Proposal is

adopted, it will cooperate with EOTC and MHD in implementing the Project.

G. This Agreement sets out the commitments of the parties with respect to the Charles River Crossing and the settlement of the Cambridge Lawsuits.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants contained herein, the parties hereby agree as follows:

1. Definitions.

- (a) Cambridge Lawsuits - City of Cambridge v. Susan F. Tierney, et al., Suffolk Superior Court Civil Action No. 91-1846A and City of Cambridge v. Susan F. Tierney, et al., Middlesex Superior Court Civil Action No. 91-1983, as they are now consolidated.
- (b) Charles River Crossing - That portion of the Project located north of Causeway Street to the northern limits of the Project, including the intersection of the Central Artery (I-93), the Tobin Bridge, Storrow Drive and local roads and all associated ramps, approaches and connectors, without regard to a specific crossing design.
- (c) Tunnel Proposal - One of the two design proposals described in Exhibit A attached hereto, or such other proposal as may be acceptable to Cambridge, including landscaped and water/vegetated wetlands area of a scope described in Exhibit B attached hereto.
- (d) Project - The Central Artery (I-93)/Third Harbor Tunnel (I-90) Project, located partially in Boston and partially in Cambridge, Massachusetts.
- (e) MEPA - The Massachusetts Environmental Policy Act.
- (f) NEPA - The National Environmental Policy Act.

2. Development of The Tunnel Proposal.

From and after the date of this Agreement, MHD will work diligently and in good faith to evaluate the feasibility of a Tunnel Proposal and to advance the design of such proposal by preparing additional, more detailed plans, drawings and other materials. Throughout the design process and in connection with any modifications to any approved design, MHD will keep Cambridge informed of its progress and will cause its representatives to meet with Cambridge on a regular basis to permit Cambridge to review and comment on the development of the design.

MHD agrees that if a Notice of Project Change for the Charles River Crossing is filed, the documents relating thereto to be filed under MEPA, and any corresponding filing which may be required under NEPA, and any corresponding findings pursuant to M.G.L. c. 30, §61, shall describe the associated parkland and wetlands enhancement measures planned by MHD in the North Point area and Millers River area as feasible measures taken to avoid or minimize impacts of the Project.

3. Dismissal of the Cambridge Lawsuits.

Cambridge has executed and delivered into escrow certain stipulations of dismissal which, when filed with the court, will cause the Cambridge Lawsuits to be dismissed, with prejudice. Such stipulations will be released from escrow and delivered to MHD upon the issuance of a determination by the Secretary of Environmental Affairs under MEPA either that no further review is required or that any further review by MHD adequately and properly complies with MEPA; provided that the MHD MEPA filings upon which such determination is based provide for the adoption of a Tunnel Proposal in place of the current proposed action.

4. Cooperation.

As long as MHD is advancing consideration of a Tunnel Proposal as the alternative design for the Charles River Crossing, Cambridge agrees to cooperate if and as requested by MHD or EOTC, in efforts to obtain funding, licenses, permits, approvals or authorizations as may be necessary from any governmental body, agency or authority, or private entity, to allow construction of the Project and all portions thereof not inconsistent with a Tunnel Proposal.

Nothing in this Agreement shall be deemed to limit Cambridge's ability to enforce applicable laws, or to appeal the issuance of permits or approvals to the limited extent necessary to preserve its rights under law with respect to Scheme Z Modified. The parties agree that prior to the dismissal of the Cambridge Lawsuits pursuant to the escrow agreement, Cambridge may take those actions in the Cambridge Lawsuits which are necessary and required to respond to action by other parties, or to preserve the status quo of the cases.

Cambridge's obligations under this section shall be suspended during any period in which MHD either (i) indicates its intention to commence, and thereafter pursues, the construction of a Charles River Crossing alternative other than a Tunnel Proposal, including without limitation the so-called Scheme Z Modified, or (ii) breaches its obligations to Cambridge hereunder and fails to cure any breach within a reasonable period of time after Cambridge gives written notice to EOTC and MHD of such breach.

5. All Amendments to be in Writing.

This Agreement, or any part thereof, may be amended from time to time hereafter only in writing executed in the case of EOTC by the Secretary, in the case of MHD by the Commissioner and in the case of Cambridge, by the City Manager. This Agreement completely and fully supersedes all prior discussions or negotiations of the parties, both oral and written, and any prior understandings or agreements among the parties whether oral or written, if any there be, with respect to the Project.

6. Agreement not Construed as Admission.

This Agreement is entered into for the sole purpose of settlement and compromise, and the parties agree that the entry into this Agreement or any part hereof by any party, or performance under this Agreement by any party shall not constitute or be construed as an admission or acknowledgement of the factual or legal allegations contained in the Cambridge Lawsuits, or of any liability, fault or wrongdoing, or evidence of such, or an admission or violation of any law, rule, regulation, or policy, by any party or its employees or agents.

7. Applicable Law, Binding Effect.

This Agreement is intended to be interpreted pursuant to the laws of the Commonwealth of Massachusetts. The rights, obligations, liabilities, terms, conditions and agreements of this Agreement under such laws shall inure to the benefit of and be binding upon the successors and representatives of the parties, to the extent permitted by law, but this Agreement shall be neither transferable nor assignable. Neither this Agreement nor any performance or failure to perform hereunder by any party shall create any rights on behalf of any other person not a party hereto.

8. Notice.

In the interest of expediting the process contemplated by this section, communication of the written documents or notices required or permitted by this Agreement shall be by hand delivery to the parties as follows:

Cambridge:                   City Manager  
                                  City Hall, 795 Massachusetts Avenue  
                                  Cambridge, MA 02139

EOTC:                         Secretary of Transportation and Construction  
                                  Executive Office of Transportation and  
                                  Construction  
                                  State Transportation Building  
                                  10 Park Plaza  
                                  Boston, MA 02116

MHD:

Commissioner  
Massachusetts Highway Department  
State Transportation Building  
10 Park Plaza  
Boston, MA 02116

Copies of any such document shall be provided by contemporaneous hand delivery to:

General Counsel  
Executive Office of Transportation and  
Construction  
One South Station  
Boston, MA 02110

Project Director  
Central Artery/Tunnel Project  
One South Station  
Boston, MA 02110

and

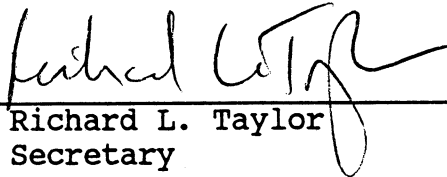
City Solicitor  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139

9. Titles and Headings.

The headings of the sections, subsections and paragraphs set forth are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

EXECUTED as of the date first above written.

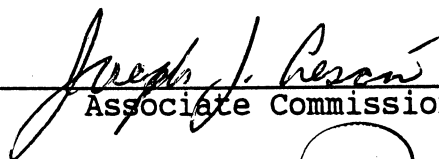
EOTC: Executive Office of Transportation and Construction

By:   
Richard L. Taylor  
Secretary

MHD: MASSACHUSETTS HIGHWAY DEPARTMENT

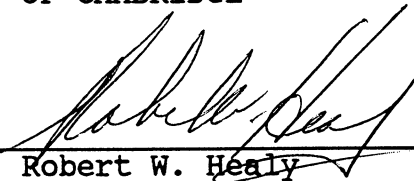
By:   
James J. Kerasiotes  
Commissioner

  
Associate Commissioner

  
Associate Commissioner

  
Associate Commissioner

Cambridge: CITY OF CAMBRIDGE

By:   
Robert W. Healy  
City Manager



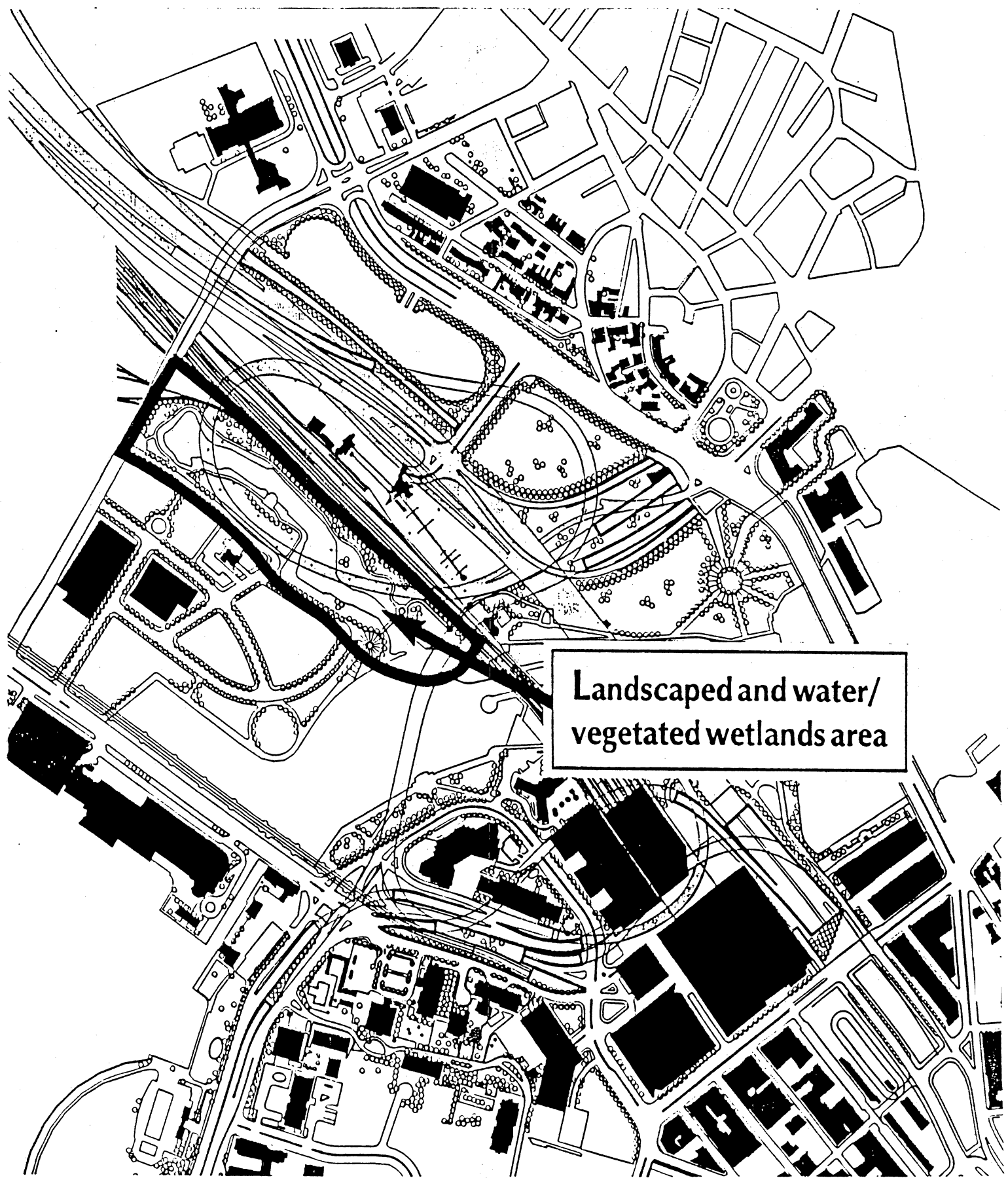


10 LANE SINGLE DECK  
CABLE-STAY BRIDGE

NOTE:  
EXISTING GROUND  
ELEVATION 112±

EXHIBIT A  
8. ID. PLAN  
VIADUCT ELEVATIONS

# Exhibit B to the Cambridge Settlement Agreement



Landscaped and water/  
vegetated wetlands area

**CITY OF CAMBRIDGE  
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT is made this 11<sup>th</sup> day of September, 1992 by and among the **EXECUTIVE OFFICE OF TRANSPORTATION AND CONSTRUCTION**, established and existing under Chapter 6A of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("EOTC"), the **MASSACHUSETTS HIGHWAY DEPARTMENT** (formerly the Department of Public Works), established and existing under Chapter 16 of the General Laws of Massachusetts and having a principal place of business at 10 Park Plaza, Boston, Massachusetts 02116 ("MHD"), and the **CITY OF CAMBRIDGE**, Massachusetts having a mailing address at City Hall, Cambridge, Massachusetts 02139 ("Cambridge").

**RECITALS**

EOTC, MHD and Cambridge ("the Parties") make reference to the following facts upon which this Services Agreement is based:

A. The MHD is presently undertaking a project known as the Central Artery (I-93)/Third Harbor Tunnel (I-90) Project ("Project"), significant elements of which will be located in Cambridge. The Project is part of a broad range of multi-modal transportation measures intended to upgrade regional and local transportation systems over the next decade.

B. The parties recognize that Cambridge has unique expertise and resources to help assess the construction impacts of the Project on Cambridge and its inhabitants.

C. As sponsor of the Project, the Commonwealth of Massachusetts, acting through the MHD, is primarily responsible for the Project's design, construction and management.

D. The Parties wish to set forth herein their agreements as to the provision of certain governmental services by Cambridge in connection with the Project, compensation for such services by MHD, coordination of Cambridge's services with EOTC and MHD's planning and operations relating to the design and construction of the Project, and the undertaking and completion of certain studies, and traffic, transit and public works improvements by MHD and EOTC.

Now therefore, for good and valuable consideration, including the mutual covenants contained herein, the parties hereby agree, as follows:

1. Transit Improvements and Studies.

The parties understand that the increased availability and use of transit facilities will enhance the movement of people and goods during and after construction of the Project. Accordingly, the parties agree that, EOTC and MHD shall cause the completion of the studies listed below (or in the case of studies to be completed by an entity other than MHD or EOTC, to use best efforts to encourage the completion of such studies); to facilitate the planning participation of Cambridge as set out below; and to pursue the design, environmental review, funding and implementation by the appropriate body of the transportation and public works improvements listed below:

- (a) Lechmere MBTA Station. The parties agree that extension of First Street to O'Brien Highway may help to improve traffic circulation. Such extension requires that the MBTA complete its planned relocation of the Lechmere MBTA Station to the other side of O'Brien Highway. Accordingly, EOTC agrees that promptly after the execution hereof, it will encourage the MBTA to complete and file the final Environmental Impact Report for the proposed relocation. EOTC will also encourage the MBTA to complete design work for the proposed station and commence any land takings required for the construction of the station in a timely manner. Any design for the station will be done so as to accommodate a pedestrian overpass over O'Brien Highway so the same may be built if deemed feasible and desirable. As part of such works, EOTC agrees to study the feasibility of phasing the relocated station and the proposed maintenance facility, so that the station could be constructed in advance of the maintenance facility. The EOTC agrees to encourage the MBTA to use its best efforts to commence construction of the relocated station not later than May 1, 1993. During the period of any disruption of services on the Green Line between North Station and Lechmere Station, attributable to construction of the Project of Green Line improvements, EOTC will identify with Cambridge appropriate bus services to North Station and the red line at Kendall Square to mitigate the impacts of any service disruptions.

Promptly after the date hereof, subject to the outcome of the feasibility study for the extension of First Street, MHD agrees to commence design work and any environmental permitting required for the extension of First Street to O'Brien Highway. EOTC will encourage MBTA to assure that the removal of the abandoned viaduct and demolition of the existing station will commence promptly after relocation of the Lechmere MBTA Station and thereafter proceed promptly to completion, and MHD will assure that the extension of First Street to O'Brien Highway will commence promptly after relocation of the Lechmere MBTA Station and thereafter proceed promptly to completion.

- (b) Express Bus Routes. EOTC agrees to fund and undertake a study of express bus routes from I-93 and I-90 to Lechmere station and Kendall, Central and Harvard stations. EOTC will use its best efforts to commence such study by April 1, 1993, and to complete such study by September 30, 1993.

The study will identify the funding for such express bus routes, and if feasible and appropriate implementation of such routes shall be concurrent with commencement of construction of the mainline I-93 construction in downtown Boston. Without limiting the scope of the study, the study will include an evaluation of the feasibility of a one-lane, reversible express bus corridor on the railroad bridge over the Charles River through the Beacon Yards to the Grand Junction Corridor, to serve the Kendall Square area of Cambridge. The express bus study shall also consider the feasibility of I-90 express bus routes from western suburbs to a North Station terminus (including intermediate Cambridge stops), in order to ease construction period commuting to the downtown north area and the Green Line.

- (c) Cambridge Bus Routes. EOTC agrees to fund and undertake a study of present MBTA bus routings through Cambridge. Such study will include a consideration of ridership inducement (latent demand). Such study will consider bus feeders from other cities to the Red Line and will consider routing of buses through the City, to reduce the need for riders to change at central points. The study will identify and make recommendations with respect to proposed new or changed routes. EOTC will use its best efforts to have such study commenced not later than April 1, 1993 and to complete such study by September 30, 1993.

- (d) Green Line Circumferential Feasibility Study. EOTC agrees to fund and undertake a study of a Green Line connector through Cambridge on the railroad right of way near M.I.T., to provide connections from the Green Line near Longwood Station, along the right of way to Kendall Square and Lechmere station. EOTC will use its best efforts to complete such study not later than September 1, 1993 and to complete any required Environmental Impact Report process under the Massachusetts Environmental Policy Act by December 31, 1994.

- (e) Transit Line Extension. EOTC agrees to invite Cambridge participation in the evaluation of any proposed transit line extensions or new connections which are located in or affect Cambridge.

- (f) Water Shuttle. EOTC agrees to fund and undertake a study of the feasibility of a water shuttle connecting Cambridge riverfront points such as the riverfront hotels, to Logan Airport and other points in Boston Harbor. EOTC will use its

best efforts to commence such study by April 1, 1993 and to complete such study by September 30, 1993.

- (g) Cambridge Participation In Studies. EOTC agrees that Cambridge will be invited to participate in each of the studies described in this Agreement. Such participation shall include a review, prior to issuance, of the proposed scope of each such study. Each study shall include a component for participation by the public. Prior to completing each such study, EOTC agrees to review with Cambridge representatives its tentative findings and conclusions, and in completing this study to take into account any comments of Cambridge representatives concerning such tentative findings and conclusions.

2. Roadway Improvements and Studies.

The parties have agreed that it is desirable to further improve traffic circulation in and around the Project area, particularly during construction of the Project. Accordingly, EOTC and MHD hereby agree to undertake the following roadway improvements and studies:

- (a) Lafayette Square Reconstruction. The parties acknowledge that improvements at Lafayette Square will better accommodate vehicles attempting to avoid Storrow Drive, will improve access from the I-90 Allston interchange area to East Cambridge and will provide better intracity circulation during construction of the Project. Accordingly, MHD agrees to promptly complete any filings required under the Massachusetts Environmental Policy Act for the reconstruction of Lafayette Square, to begin the right-of-way designation and any land acquisition promptly thereafter, and to commence such reconstruction not later than 18 months after submission by Cambridge of 75% design plans, subject to final approval of design plans to be provided by the City of Cambridge. MHD agrees to fund, through Urban Systems Grant funding or other grant programs, all eligible costs of construction and land acquisition, and to reimburse Cambridge for all eligible costs incurred in designing the improvements to Lafayette Square.
- (b) Binney Street Reconstruction. The parties agrees that the reconstruction of Binney Street from Third Street to Commercial Street will help to improve traffic circulation. MHD agrees to use its best efforts to assure that the reconstruction of Binney Street shall be completed not later than December 31, 1992. MHD agrees to reimburse Cambridge for all eligible costs incurred in designing such reconstruction.
- (c) Hazardous Cargo/Truck Traffic. MHD agrees to initiate a study of truck traffic using Cambridge streets to reach non-Cambridge destinations. Such study shall include an examination of present hazardous cargo routes on the regional roadway

system, including those through Boston and Cambridge, and shall identify alternative routes. Such study will identify the feasibility of preventing hazardous cargo vehicles on the Massachusetts Turnpike from exiting at the Allston/Cambridge interchange and traveling to non-Cambridge destinations via Cambridge streets, and while recognizing the need to serve existing industrial areas will consider the feasibility of a ban on classes of hazardous cargo trucks on I-90 east of Route 128. Such study will also consider measures to reduce truck traffic on Cambridge residential streets. Such measures include alternative routing, a truck ban on River Street, Western Avenue, and East Cambridge residential streets and other measures. MHD agrees to use its best efforts to initiate such study by July 1, 1993.

- (d) I-93/Cambridge HOV Connections. MHD agrees to commence, promptly after the date hereof, a feasibility study of possible facilities to permit high occupancy vehicles (HOV) to connect to Cambridge points from I-93. As part of this study, HOV restricted connections to and from the Gilmore Bridge will be considered. Prior to completing such study, MHD shall share its data, findings and preliminary conclusions with Cambridge, and in determining the feasibility of such HOV connections, MHD shall fully and fairly consider comments received from Cambridge representatives regarding any HOV connections. MHD agrees to apply for funding for any HOV connections determined to be feasible and appropriate, and to use its best efforts to construct any HOV connections for which federal Intelligent Vehicle Highway Systems funds are available.
- (e) Route 1 Traffic Disruption. The parties recognize that if construction of the Project causes disruptions on Route 1 (Storrow Drive), traffic circulation in Cambridge may be affected. On the basis of outputs of the traffic study identified under Section 3(a), MHD agrees to identify any such traffic effects, with participation of Cambridge representative, and implement all reasonable corresponding measures to improve traffic circulation in and around Storrow Drive and Charles Street Extension, at Charles Circle and Leverett Circle, and on any Cambridge roadways so affected.
- (f) Cambridgeport Roadway Improvement Project. MHD will study whether, during construction of the Project, drivers may seek to take advantage of a route across the B.U. Bridge and through the Cambridgeport neighborhood. If feasible and warranted to mitigate construction period traffic impacts, MHD agrees to use its best efforts to design and construct new roadway connections from Brookline Street near Granite Street to Sidney and Waverly Street. These connections are intended to divert traffic around this neighborhood. Cambridge will be invited to participate in such study, and will have an opportunity to review and comment upon any draft report or preliminary findings prior to final completion of such

study.

- (g) Construction Period Traffic Plan. MHD agrees that prior to commencement of construction of any portion of the Project located north of the Charles River, it will prepare and submit to Cambridge for comment, a construction period traffic plan. Such plan will include, without limitation, a prohibition of all construction related traffic on East Cambridge residential streets, and measures for repair of streets and highways damaged by construction of the Project.

3. Cambridge to Provide Traffic, Planning and Coordination Services.

- (a) The parties acknowledge that during construction of the Project existing traffic flows in and around Cambridge will be altered. Cambridge agrees to establish and operate during construction of the Project a traffic monitoring program to enable MHD and Cambridge to evaluate altered traffic patterns, and to take steps to avoid or alleviate any adverse effects. MHD will purchase and install or will reimburse Cambridge for purchase and installation of approximately 23 loop detectors, 6 counters, and 2 memory packs to be used to determine base traffic counts and to be used to monitor any traffic impacts during construction. MHD will also reimburse Cambridge for traffic consulting services, up to \$25,000 for design and implementation of a baseline traffic study in the City of Cambridge. MHD will reimburse Cambridge up to \$60,000 for initial development of a traffic mitigation program to be designed in cooperation with MHD. MHD also agrees to fund mutually agreed upon traffic consulting services to Cambridge for traffic monitoring and mitigation during construction of the Project after the initial services period. The parties further acknowledge that construction of components of the Project located in and near Cambridge will require planning services and coordination of City services during design and construction of the Project. Cambridge agrees to provide the services outlined in the "Services Schedule" attached hereto as Exhibit A. MHD agrees to compensate Cambridge for the provision of such services, as provided in this Agreement.
- (b) The Services Schedule sets forth the services anticipated by the parties to be provided for the period from September 11, 1992 to June 30, 1993 (the "Initial Services Period") along with an overall budget cap for such period (the "Initial Budget Cap"). MHD will appoint a contract manager to work in liaison with representatives of Cambridge to monitor progress. If Cambridge anticipates that the Initial Budget Cap will be exceeded for the Initial Services Period, Cambridge will notify MHD and upon receipt of that notice, MHD agrees to promptly enter into negotiations to provide additional funding for that period and further agrees to take good faith efforts to provide the necessary additional funding. In addition, at least ninety (90) days prior to the commencement of each fiscal year (July 1

through June 30), beginning July 1, 1993, until the expiration or earlier termination of this Agreement (a "Fiscal Year Period"), the parties shall execute and deliver a revised Services Schedule which shall include a detailed description of the services anticipated by the parties to be provided for the upcoming Fiscal Year Period and a tentative budget therefor (the "Annual Services and Budget Estimate"), and the maximum annual aggregate fee (the "Annual Budget Cap") for the services that will be provided during that Fiscal Year Period. Each revised Services Schedule shall, upon execution by MHD and Cambridge, be deemed to constitute an amendment to this Agreement.

- (c) The parties acknowledge that the initial services estimate and each Annual Services and Budget Estimate represent the parties' expectations and estimates as of the date made and that only the Initial Budget Cap and the Annual Budget Caps set forth in the Services Schedule and in revised Services Schedules are legally binding. Over the course of the Initial Services Period and each Fiscal Year Period thereafter, the parties agree to work together in good faith to reach agreement on a mutually acceptable Services Schedule for the next Fiscal Year Period, such schedule to be reflective of the extent of services expected to be provided by Cambridge to the MHD in connection with the Project during such Fiscal Year Period.
  
- (d) The parties recognize that the services to be provided under this Agreement are essential to the goal of performing construction work of the Project in a manner which has a minimal impact on Cambridge and persons travelling on Cambridge streets. The parties further recognize that Cambridge is in a unique position to provide the services. Accordingly, Cambridge agrees that the services and the work products provided hereunder shall conform to the highest professional standards of care and practice, that the personnel performing such services shall be qualified and competent to adequately provide the services assigned to them and that the performance of such personnel shall reflect such professional standards of care and practice. In furtherance of the foregoing, Cambridge agrees that the personnel providing these services shall perform the services in a prompt and efficient manner that does not in any way delay or hamper, but instead, expedites the progress of the Project. Cambridge further agrees that all personnel hired or whose salaries are paid in whole or in part by funds provided under this Agreement shall make their best efforts to respond to any comments, requests, complaints or other communications from MHD promptly and succinctly in the same manner in which the comment, request, complaint or other communication from the Commonwealth was made (i.e., written or oral), within three (3) work days after receipt of oral comments and five (5) work days after receipt of written comments.

- (e) In carrying out its obligations under this Section 3, Cambridge may retain appropriate consultants, contractors and the like, provided that any such persons shall perform in accordance with the standards set out in subsection (d), above, and are within both the Initial Budget Cap and the Annual Budget Cap.

4. North Point Improvements.

- (a) Parkland. In an effort to restore and improve the areas temporarily disrupted by the construction of the Project, and to further enhance the environment and nearby uses, MHD agrees to undertake the following:
- i) Pursuant to its agreement with MDC, MHD has agreed to construct a park (including bordering park roadways) along the banks of the Charles River, with pedestrian and bicycle connections across the railroad tracks, upstream across the river near the MDC's former GSA parcel to the Museum of Science, and across the river along the railroad bridge (the scope of such park and connections is shown schematically on Exhibit B and such park and connections are hereafter collectively referred to as the "Park"). Such term shall also include any landscaped area constructed as part of the Project and located upstream of the railroad tracks. It is expected that the planning for the Park and connections shall be undertaken by the MDC under its agreement with MHD (described below), with the participation of the Citizens Advisory Committee established pursuant to such agreement. MHD agrees to invite Cambridge to participate in the planning for all park areas and pedestrian and bicycle connections located in Cambridge, and will request MDC to provide Cambridge with the opportunity to review the final design for such parks and connections.
  - ii) As part of its early build efforts for the Riverfront Park parcel, MHD agrees to assess, design, reconstruct and restore the granite block seawall between the Green Line viaduct and the downstream edge of the former GSA parcel. The parties acknowledge that MHD may attempt to reach agreement with Congress Group to contribute to the cost of such reconstruction, but the absence of such agreement shall not excuse MHD from performing this obligation. MHD shall use its best efforts to assure that the seawall reconstruction and restoration shall be completed by June 30, 1994.
  - iii) MHD agrees to promptly undertake to acquire all privately held riverfront property located between the Green Line viaduct and the railroad bridge, necessary to create the continuous riverfront park in the North Point area

and any privately held property necessary to create other portions of the Park, the haul road and other improvements described in this Agreement. The scope of the greenspace constituting the continuous riverfront park shall be generally as shown on Exhibit B attached hereto, and at no point shall be less than 100 feet wide.

- iv) Pursuant to its agreement with MDC, MHD has agreed to relocate the MDC garage located on the former GSA parcel to allow for development of the site. MHD shall use its best efforts to assure that planning and design for such relocation shall be commenced not later than October 1, 1992, and construction of the replacement facility completed not later than August 1, 1994.
  - v) MHD agrees to use its best efforts to complete construction of that portion of the Park which is located between the Green Line viaduct and the upstream limits of the Project construction site, including construction of the park roads adjacent to the Park (binder coat only if such roads are used for access to the construction site) not later than August 1, 1995. MHD agrees to complete the remainder of the Park (and finish the park roadways) promptly after the date on which MHD is no longer using the land area upstream of the railroad tracks for construction of the Project.
  - vi) After completion of the Park (including park roadways) MHD shall use its best efforts to promptly convey the Park (and park roadways) to the MDC. Prior to such conveyance, the Park (including park roadways) shall be maintained by MHD, and MHD shall repair damage and replace plantings as necessary.
  - vii) Pursuant to its agreement with the MDC, MHD has agreed to undertake the renovation, restoration, rehabilitation, and landscaping of the MDC stables, boathouse and other buildings located at the former Charles River Dam. MHD agrees that the renovated facilities shall be used for public purposes, as determined through the MDC master planning process. MHD agrees to use its best efforts to cause such renovation, restoration and rehabilitation to be completed not later than December 31, 1994. Pursuant to such agreement, MHD also agreed to complete certain landscaping along the walkway between O'Brien Highway and the Museum of Science parking garage. MHD agrees to use its best efforts to complete such landscaping not later than December 31, 1993.
- (b) Haul Road and Related Streets. Prior to commencement of construction of the portion of the Project located in the North Point area, MHD agrees to construct

the haul road and related streets as shown on Exhibit B attached hereto, such construction to include taking in fee of all necessary land and installation of underground utilities and drainage systems, grading, lighting and rough paving. Promptly upon completion of construction of the portion of the Project located in the North Point area, MHD agrees to complete the construction of all such roadways, including installation of curbing, finish paving, repair of any construction period damage, and landscaping. Thereafter, MHD agrees to maintain such roads until offered by MHD to Cambridge without consideration for acceptance as City streets.

In connection with the design of such roadways, MHD agrees that promptly after the execution of this agreement it will evaluate options for improved vehicular access to the North Point area, including the reconstruction of the East Street and Industrial Way intersections with the O'Brien Highway, resignalization at these intersections, and the potential for HOV bus connections, pedestrian walk lights at all O'Brien Highway intersections, a new pedestrian walk light on O'Brien Highway connecting the Museum of Science and the new pedestrian bridge to North Point, and a pedestrian connection between North Point and the Gilmore Bridge. If warranted to mitigate construction or permanent impacts, MHD agrees to undertake all reasonable measures to improve such intersections, in connection with the original construction of the haul road and related streets. All roads and park improvements to be constructed in the North Point area are intended to be consistent with the Cambridge Community Development Department's North Point Policy Plan and Design Guidelines dated June 20, 1989.

- (c) Development. MHD acknowledges that Cambridge has been trying to encourage private redevelopment of the North Point area and that construction of both projects should be closely coordinated. MHD further acknowledges Cambridge's goal of assuring that remnant parcels created by the Project are integrated with other parcels for a coordinated development of the area, particularly for the development of affordable housing. EOTC and MHD agree to work cooperatively with Cambridge in facilitating land transactions to create viable development sites for housing in North Point. MHD also agrees to undertake construction in the North Point area in a manner which, to the extent feasible, does not interfere with the development of the housing and hotel project presently proposed by Congress Group Ventures. This may be accomplished by scheduling North Point improvements on adjacent parcels as early as possible and avoiding disruption on adjacent parcels located between the Congress Group project and the Project, or by undertaking other appropriate mitigation measures. In furtherance of this goal, MHD agrees to solicit input from the proponents of private development projects in the North Point area. Finally, to the extent that the buffer strip location between the Project and new North Street is vacant after

construction of the Project, MHD agrees to plant a temporary buffer strip of trees and install fencing to screen the North Point development sites until the buffer parcels are developed.

- (d) Graving Basin. In the event that MHD determines that it is necessary to construct a graving basin and that it is not reasonable to construct the graving basin at the location downstream of the railroad bridge, MHD will use its best efforts to assure that the graving basin will be located as close to the upstream edge of the MBTA railroad tracks as possible and shall be minimum size.
- (e) MDC Agreement. The parties acknowledge that certain of the obligations set out in the agreement may be inconsistent with the provision for a 100-foot buffer strip adjacent to the loop ramps, as set out in section I.B.1 of the separate MHD agreement with MDC dated July 29, 1991 (the "MDC Agreement"). The parties agree to work cooperatively during the MDC master planning process to resolve any inconsistencies, and to seek any amendment of the MDC agreement that may be necessary to resolve inconsistencies with this Agreement. If such inconsistencies with the MDC Agreement are not so resolved after the best efforts of the parties, the MDC agreement shall govern, provided that any measures above and beyond those required by the MDC Agreement, but not in conflict with the MDC Agreement, which are required by the Settlement Agreement among the parties of even date herewith are not to be considered inconsistent with the MDC Agreement. MHD agrees not to amend the MDC Agreement in any way which would be inconsistent with this Agreement. MHD agrees that whenever this Agreement refers to an undertaking which the MHD has agreed to pursuant to an agreement with the MDC, such undertaking is hereby made for the benefit of Cambridge, with the intention that MHD shall also be committed to Cambridge with respect to such undertaking.

5. Environmental Improvements.

- (a) Millers River. To the greatest extent possible, MHD agrees to avoid, minimize and mitigate any impacts to wetlands at the Millers River. The MHD agrees to fully inform the Cambridge Conservation Commission of any discussion with the other local, state or federal agencies regarding wetlands and water resources at the Millers River. MHD will work with the Cambridge Conservation Commission to identify and, as appropriate, remove illegal fill or dumped material on areas within MHD's control on the west bank of the Millers River and in the river itself and establish an appropriate mitigation plan for any impacts of the Project or of such removal on the Millers River including, as appropriate, stabilizing banks with native wetland plant material, rather than riprap.

- (b) Other Wetlands Protection Measures. MHD agrees to implement Best Management Practices for the maintenance of all roadways and other facilities located in the Charles River Crossing area. To the extent feasible, all storm drains, catch basins and other drainage facilities constructed or altered in connection with the construction of the Project that discharge to the Millers River or the Charles River, (i) shall be routed through a settling or a detention system in order to improve water quality prior to discharge and (ii) shall be routed through oil/gasoline traps sufficient to capture a spill on any part of the area served by such drainage system. Project roadways designed to drain to the Millers River or Charles River upstream of the Charles River Dam will be redesigned, if feasible, to drain below the Charles River Dam. Otherwise, all roadways constructed as part of the Charles River Crossing and the CANA project that drain to the Millers River or the Charles River upstream of the Charles River Dam shall, if feasible, be designated "Low Salt Areas" and posted as such. In that event, MHD agrees to control de-icing applications in this area to enforce the Low Salt Area designation.
- (c) Noise Reduction Program. MHD agrees to further study the expected noise levels (including both construction noise and long-term traffic noise), and to further identify means of reducing the noise levels on parkland in the North Point area, the existing residential and commercial buildings in and around the North Point area and East Cambridge and the proposed developments in the North Point area. Of particular concern to Cambridge is noise associated with nighttime construction activities. If within the Initial Budget Cap and Annual Budget Cap, MHD further agrees to reimburse Cambridge for the costs of retaining an expert to review and comment on MHD's study. MHD agrees to use its best efforts to implement all reasonable noise reduction measures. Further, MHD agrees to evaluate and implement reasonable noise reduction features in any vent building to be located upstream of the I-93 mainline.

6. Job Training. Cambridge will participate in the Project's job training program, as follows:

- (a) Cambridge will be the area designated as Area III in the Request for Qualifications Proposal (RFQP) the State is proposing to issue for job training for the Project.
- (b) In the evaluation of proposals, any proposal for services for Cambridge will be evaluated by a team consisting of three State representatives and two Cambridge representatives. In order to ensure appropriate coordination with the overall project training program, proposals that cover services to Boston as well as Cambridge will be evaluated jointly with the State and Boston representatives.

- (c) MHD will fund through the RFQP process at least one outreach, intake, assessment, case management, referral and placement center in Cambridge. In addition, either through the collaboration or separate contracts, MHD will ensure that at least 28 to 30 Cambridge residents will receive training slots in Fiscal Year 1993 in the skills training, APP and construction for women programs. If the collaborative model MHD is currently planning fails to produce the training slots for Cambridge, then MHD agrees to provide funding to Cambridge to purchase slots. The money provided will be sufficient to purchase slots with the training vendors participating in the project training program.
- (d) MHD will enter an agreement with Cambridge to provide management services similar to the agreement MHD has with the Boston Economic Development and Industrial Corporation. MHD will pay Cambridge \$20,000 per year for those services in accordance with the terms of that agreement.
- (e) MHD will include representation from Cambridge on the management team for the training program.
- (f) MHD agrees that Cambridge will be included in all training programs and job programs funded by MHD or the Project during construction of the Project and will ensure that the level of participation by Cambridge is proportionate to overall Project expenditures for job training.

7. **Rodent Control.** MHD will work with the City of Cambridge to ensure that the construction of the Project does not cause rodent infestation in Cambridge. To accomplish this goal, the Project's rodent control program will work cooperatively with Cambridge to prevent rodent migration away from construction sites to adjacent property. Among the activities the Project will undertake are:

- (a) Training programs for Cambridge City employees, including employees from the Inspectional Services Department and Department of Public Works, to enable employees to use the latest techniques to prevent rodent infestation.
- (b) Baseline surveys of construction area and Cambridge neighborhoods close to the Project.
- (c) Baiting and monitoring to eliminate rodent activity within the work and staging areas and to prevent rodent displacement to immediate neighborhoods.
- (d) Provide access for Cambridge to the rodent control hotline for the Project to respond to rodent control concerns of Cambridge neighborhoods.

- (e) Participation of Project rodent control staff in neighborhood briefings.

Cambridge agrees to clean catch basins as appropriate for rodent control. MHD will work with the MDC and MBTA to ensure effective scheduling of catch basin cleaning in Cambridge as appropriate for rodent control. In addition, EOTC will work with the MBTA to ensure that the rodent control practices of the MBTA in East Cambridge are adequate to prevent rodent infestation. MHD will also ensure that the rodent control policies of the Project contractors in Cambridge are sufficient to prevent rodent infestation.

8. **Technical Assistance.** In order to permit Cambridge to perform the services required under this Agreement, MHD agrees to provide the following technical assistance to Cambridge:

- (a) MHD will retain a highway design consultant reasonably acceptable to Cambridge, to provide advice concerning highway design and traffic performance in accordance with the Scope of Services to be proposed by Cambridge, and approved by MHD, such approval not to be unreasonably withheld.
- (b) MHD will retain John Spengler, or another air quality consultant of similar qualifications reasonably acceptable to Cambridge, to provide advice to Cambridge concerning air quality impacts of the Charles River Crossing on Cambridge, and to enable Cambridge to assist MHD in preparing its evaluation of such impacts. Such advice shall be in accordance with a Scope of Services to be proposed by Cambridge, and approved by MHD, such approval not to be unreasonably withheld.
- (c) MHD agrees that it will, throughout the design of the bridge component of the Charles River Crossing, solicit input from Christian Men (or a substitute bridge design professional of similar reputation for designing visually satisfactory bridges) on the design and aesthetics of the Charles River Crossing design, and shall share such input with Cambridge.

9. **Legal Requirements.** The Parties acknowledge that it is the intention of EOTC and MHD that their obligations hereunder be funded, in large part, by Federal Highway Administration ("FHWA"). Accordingly, Cambridge agrees to undertake its best efforts to assist EOTC and MHD in securing FHWA approval for said funding including without limitation, the Initial and Annual Budget Caps to be agreed to hereunder. The Parties recognize that to the extent transportation and public works improvements listed above are not eligible for FHWA funding or Federal Transit Administration ("FTA") funding, they require and are subject to capital appropriation by the Massachusetts Legislature, authorization by EOTC and authorization for expenditure by the Massachusetts Executive Office of Administration and Finance. Further, depending on the nature of the transportation and public works improvements, such projects may

be subject to approval by the MBTA Advisory Board, the MHD Board of Public Works, the Metropolitan Planning Organization, and review and approval under other applicable law including but not limited to the Massachusetts Environmental Policy Act ("MEPA"), the National Environmental Policy Act ("NEPA"), Section 4(f) of the Transportation Act of 1966, 49 U.S.C. §303(c) ("Section 4(f)"), and 16 U.S.C. 470 (f). EOTC and MHD agree to use best efforts to obtain any such required approvals.

10. Notice.

In the interest of expediting the process contemplated by this section, communication of the written documents or notices required or permitted by this Agreement shall be by hand delivery to the parties as follows:

Cambridge:                      City Manager  
   City Hall, 795 Massachusetts Avenue  
   Cambridge, MA 02139

EOTC:                              Secretary of Transportation and Construction  
   Executive Office of Transportation and  
   Construction  
   State Transportation Building  
   10 Park Plaza  
   Boston, MA 02116

MHD:                                Commissioner  
   Massachusetts Highway Department  
   State Transportation Building  
   10 Park Plaza  
   Boston, MA 02116

Copies of any such document shall be provided by contemporaneous hand delivery to:

General Counsel  
Executive Office of Transportation and  
Construction  
One South Station  
Boston, MA 02110

Project Director  
Central Artery/Tunnel Project  
One South Station

Boston, MA 02110

Chief Counsel  
Central Artery/Tunnel Project  
One South Station  
Boston, MA 02110

and

City Solicitor  
City Hall  
795 Massachusetts Avenue  
Cambridge, MA 02139

11. **All Amendments to be in Writing.**

This Agreement or any part thereof, may be amended from time to time hereafter, including by a revised Services Schedule, only in writing executed in the case of EOTC by the Secretary, in the case of MHD by the Commissioner, and in the case of Cambridge, by the City Manager.

12. **Applicable, Law, Binding Effect.**

This Agreement is intended to be interpreted pursuant to the laws of the Commonwealth of Massachusetts as a contract under seal. The rights, obligations, liabilities, terms, conditions and agreements of this Agreement under such laws shall inure to the benefit of and be binding upon the successors and representatives of the parties, but this Agreement shall be neither transferable nor assignable. Neither this Agreement nor any performance or failure to perform hereunder by MHD or EOTC shall create any rights on behalf of any other person not a party hereto. This Services Agreement is executed by the parties concurrently with the Settlement Agreement and Escrow Agreement among the parties of even date herewith, and execution of those agreements by the parties was part of the consideration which induced the parties to execute this Services Agreement.


13. **Titles and Headings.**

The headings of the sections, subsections and paragraphs set forth are for convenience of reference only and are not a part of this Agreement and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

EXECUTED as of the date first written above.

EOTC:

EXECUTIVE OFFICE OF TRANSPORTATION  
AND CONSTRUCTION

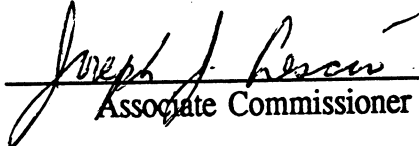
By:   
Richard L. Taylor  
Secretary

MDPW:

MASSACHUSETTS HIGHWAY DEPARTMENT

By:   
James J. Kerasiotes  
Commissioner

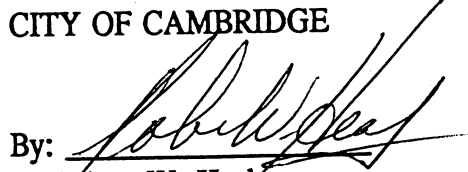
  
Associate Commissioner

  
Associate Commissioner

  
Associate Commissioner

Cambridge:

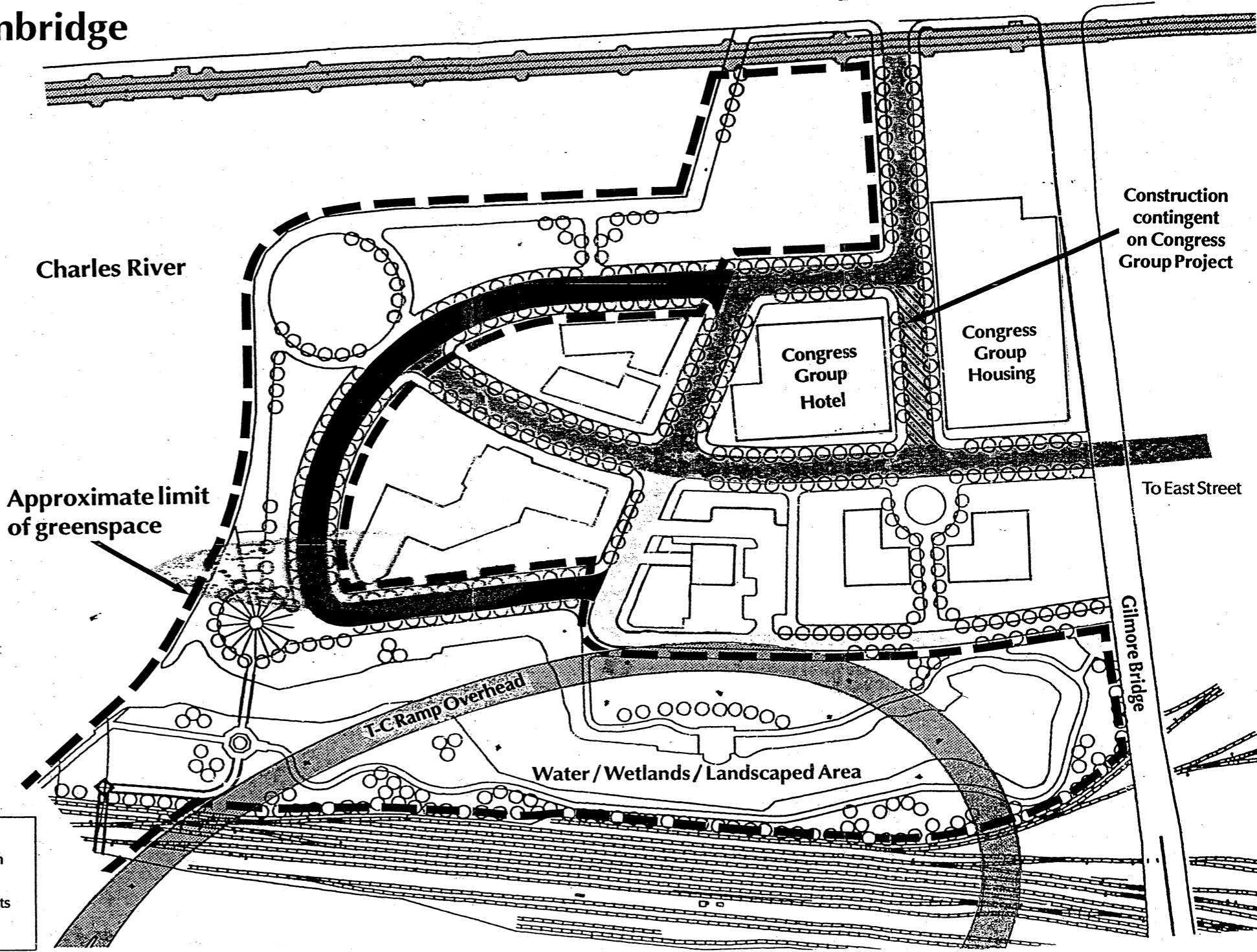
CITY OF CAMBRIDGE

By:   
Robert W. Healy  
City Manager

EXHIBITS

- A Services Schedule
- B Plan Showing Park Improvements, North Point Streets, etc.

# Exhibit B to the Cambridge Services Agreement



Charles River

Construction contingent on Congress Group Project

Congress Group Hotel

Congress Group Housing

Approximate limit of greenspace



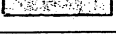
To East Street

Gilmore Bridge

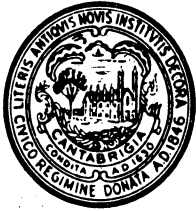
T-C Ramp Overhead

Water / Wetlands / Landscaped Area

**Haul Road and Related Streets**

-  = 11/16/90 Commitment by state in FSEIS to City Of Cambridge
-  = Constructed with Park Improvements
-  = Expansion of Haul Road

17.



CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139

TEL 349-4300

FAX 349-4307

EXECUTIVE DEPARTMENT  
ROBERT W. HEALY  
City Manager

RICHARD C. ROSSI  
Deputy City Manager

October 2, 1992

To The Honorable, The City Council:

I am transmitting for your information a copy of the Services Agreement between the Executive Office of Transportation and Construction, the Massachusetts Highway Department and the City governing the services that will be provided by those departments and by the City relative to the Central Artery Third Harbor Tunnel Project. I am also transmitting to the City Clerk the Settlement Agreement which I have previously provided to you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Robert W. Healy".

Robert W. Healy  
City Manager

CONSENT AGENDA ITEM #17

S-794

Relative to Services Agreement between the Executive Officer of Transportation and Construction, the Massachusetts Highway Department and the City governing the services that will be provided by those departments and by the City relative to the Central Artery Third Harbor Tunnel Project.

In City Council,

October 5, 1992

*Placed on file*