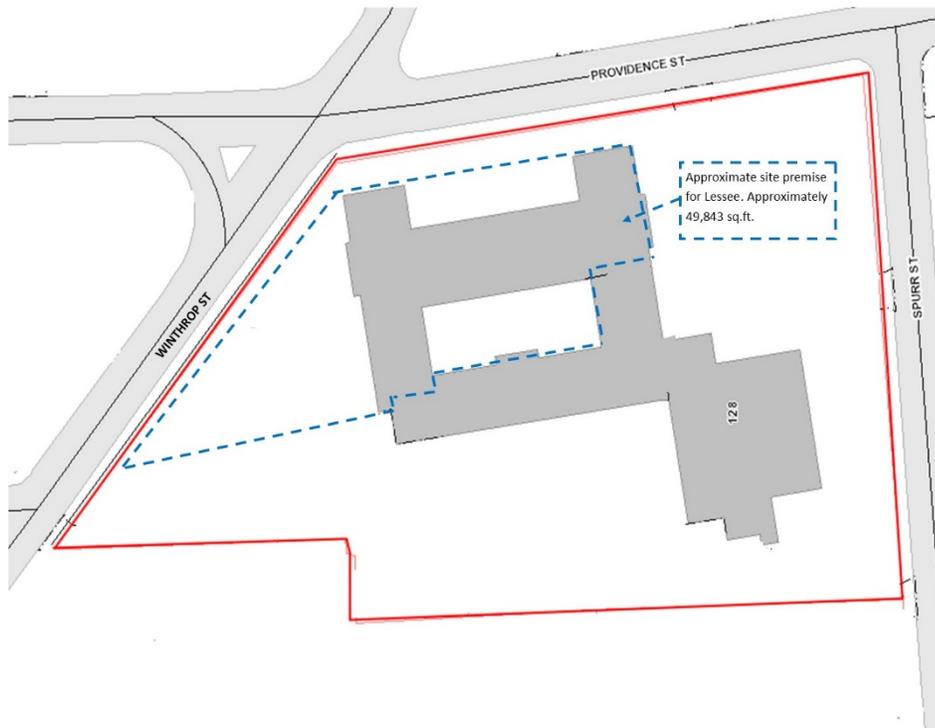


Request for Proposals Property Lease and Development



Former Saint Vincent Hospital Nurses Home Building At 128 Providence Street, Worcester, Massachusetts



Edward M. Augustus, Jr.
City Manager

Peter Dunn
Chief Development Officer

Amanda Cornwall
Project Manager



City of Worcester Overview

A robust, vibrant city in the heart of the Commonwealth of Massachusetts, Worcester combines the warmth of a small town and the convenience of a thriving city. As the second largest city in New England, Worcester boasts diverse neighborhoods, distinguished colleges and cultural institutions, and a proud history of innovation and enterprise. With its close proximity to Boston, MA, Springfield, MA, Providence, RI, and Hartford, CT, and over six million people living within a 50-mile radius, Worcester is at a crossroads, providing unique opportunities for growth and development.

As a manufacturing and innovation giant for over two centuries, Worcester has transformed itself into a leader in biotechnology, advanced manufacturing, information technology, health care, and medical research. Worcester is well-poised for success, due to a number of factors that make the city a natural environment for development: major investments in transportation projects, such as the Massachusetts Turnpike/Route 146 Interchange and the magnificently renovated Union Station, an intermodal center providing commuter rail to Boston, as well as Amtrak service to Boston and New York and intra- and inter-city bus services; a wealth of intellectual capital with its renowned colleges, universities, and cultural institutions; a competitively priced housing market; a strong primary and secondary school system, including a state-of-the-art, nationally recognized technical high school; an increasingly educated workforce; and a deep-rooted commitment to public/private partnerships. Together, these strengths have led to unprecedented investment in the city.

Worcester is in the midst of an investment boom with several public and private projects currently planned, under construction, or recently completed. In recent years, CitySquare, one of the largest public-private initiatives in the Commonwealth, welcomed a new corporate office for Unum Group as well as the Saint Vincent Cancer & Wellness Center. More recently, an AC Hotel by Marriott is now open and a 365-unit luxury market residential complex was recently completed by Roseland Residential Trust, a Mack-Cali company. The Hanover Theatre for the Performing Arts, celebrated drawing its two millionth patron to Downtown's Federal Square this past year and the City's DCU Convention Center & Arena completed a \$30 million makeover. The biomedical/biotechnology sector includes Gateway Park, which boasts Worcester Polytechnic Institute's \$40 million, 120,000 square foot Life Sciences and Bio-Engineering Center, and Gateway II, a 92,000 square foot office and laboratory building; UMass Medical School's 500,000 square foot Albert Sherman Center, the 250,000 square foot Advanced Center for Clinical Care, Education, and Sciences, and Biomanufacturing Park. Combined they continue to increase Worcester's standing as one of the nation's leading centers for medical advancements.

All across the City, in the Downtown and throughout the neighborhoods, people are finding Worcester a good investment. Come join our renaissance!

**PURCHASING DIVISION
CITY OF WORCESTER
ROOM 201, CITY HALL
WORCESTER, MA 01608
(508) 799-1220**

ISSUANCE DATE: September 28, 2020

Christopher J. Gagliastro, Purchasing Director

**REQUEST FOR PROPOSALS
RFP No. CR-7472-W1**

**AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER
NOTICE TO PROPOSERS**

**RFP TITLE: Property Lease and Development – Former Saint Vincent Hospital Nurses
Home Building at 128 Providence Street, Worcester, Massachusetts**

All proposals are subject to the terms, conditions, and specifications herein set forth:

1. The city of Worcester, through the City Manager's Executive Office of Economic Development is offering for lease a portion of the real property located at 128 Providence Street, Worcester, Massachusetts. The City is seeking a qualified Lessee/Developer to redevelop the Property. The successful bidder of the RFP will be assigned Preferred Proposer status, at which time documents will be drafted regarding the lease and development of the Property in accordance with this RFP.

The Property is zoned Business, Office 2.0 (BO-2.0). Redevelopment must be consistent with permitted by-right uses and special permit uses within the zoning districts and in conformance with all restrictions under Section I: Declaration of Restrictions.

| Address | MBL | Parcel Size | Zoning |
|-----------------------|--------------|---|-----------------------|
| 128 Providence Street | 05-038-0000A | Approximately 58,000 SF of developable Building Space; approximately 49,000 SF site premises. | BO-2.0; By right uses |

Proposals are due at the City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts 01608 no later than November 20, 2020 at 10:00AM.

Proposers will be able to tour the property with a City escort on Thursday, October 20, 2020 at 10:00 AM and Thursday, October 22, 2020 at 10:00 AM. Please meet the City escort in the parking lot at the Senior Center parking lot off of Spurr Street.

2. Proposals to lease the Property must include a certified check made payable to the “City Treasurer, City of Worcester” in the amount of \$10,000 as bid security. This must be submitted under separate sealed cover marked “Proposal Security”. Any proposal withdrawn after time and date specified under paragraph 1 of this Notice to Proposers shall forfeit the proposer’s Proposal Security to the City as liquidated damages. Additionally, if the Preferred Proposer defaults prior to final execution of a lease, the City’s acceptance shall be null and void and the Preferred Proposer’s Proposal Security shall be forfeited to the City as liquidated damages.
3. Any prospective Proposer requesting a change in or interpretation of existing specifications or terms and conditions must do so within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before scheduled proposal opening date. All requests are to be in writing to the Purchasing Department. No changes will be considered or any interpretation issued unless such request is submitted to the City within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before the scheduled proposal submission date.

Any inquiries related to technical, procurement or contractual matters must be submitted in writing to:

Mr. Christopher J. Gagliastro
Purchasing Director
City of Worcester, City Hall
455 Main Street, Room 201
Worcester, MA 01608

Email address: gagliastroc@worcesterma.gov

4. Nothing herein is intended to exclude any responsible Proposer or in any way restrain competition. All responsible Proposers are encouraged to submit proposals. The City encourages participation by Minority and Women Owned Business Enterprises (M/WBE).
5. The following meanings are attached to the defined words when used in the RFP.
 - a. The word “City” means the city of Worcester, Massachusetts.
 - b. The word “Proposer” means the person, firm, or corporation submitting a proposal in response to these specifications.
 - c. The phrase “Minimum and Mandatory Evaluation Criteria” means the criteria for determining responsiveness and responsibility considered to be essential to satisfactory completion of the project.
 - d. The phrase “Comparative Evaluation Criteria” means the criteria for determining the relative merits of both the proposed plans and the proposed Lessee/Developer.
 - e. The phrase “Preferred Proposer” means the Proposer that is selected through this RFP.
 - f. The phrase “Lessee/Developer” means the Preferred Proposer that enters into a lease with the City through this RFP.
6. All material submitted by a Proposer becomes the property of the City. The City is under no obligation to return any of the material submitted by a Proposer in response to this RFP.

7. Each proposal must remain in effect for 120 days from the deadline for submission.
8. The requirements of this RFP are binding and not subject to negotiations. The City reserves the right to accept or reject any or all of the proposals submitted and may waive minor informalities.
9. The City will review and analyze each proposal and reserves the right to interview selected Proposers. The City shall select the Proposer that has made the proposal best suited to the needs and goals of the City and its operations and deemed to be in compliance with the terms of this RFP.
10. The Proposer must certify that no official or employee of the city of Worcester, Massachusetts, is peculiarly interested in this proposal or in the lease which the Lessee/Developer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the applicable provisions of G.L. c. 43, Section 27, and G.L. c. 268A, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
11. The City makes no representation of any kind or nature regarding the condition of the Property. The Lessee/Developer is solely responsible to become familiar with the Property, making its own determination regarding the feasibility of its proposed use.
12. It is understood and agreed that it shall be a material breach of any lease agreement resulting from this RFP for the Lessee/Developer to engage in any practice which shall violate any provision of G.L. c. 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, genetic information, ancestry, disability, source of income, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object.
13. The Lessee/Developer shall not discriminate against any qualified employee or applicant for employment because of physical disability, race, color, religious creed, national origin, genetic information, ancestry, disability, source of income, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object. The Lessee/Developer agrees to comply with all applicable federal and state statutes, ordinances, rules, and regulations prohibiting discrimination in employment including: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; G.L. c. 151B, Section 4(1), and all relevant administrative orders and executive orders.

If a complaint or claim alleging violation by the Lessee/Developer of such statutes, ordinances rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Lessee/Developer agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.

At the sole determination of the City, any Proposer who fails to comply with the listed provisions will be deemed unacceptable as failing to adhere to the RFP Requirements and may forfeit the Proposal Security.

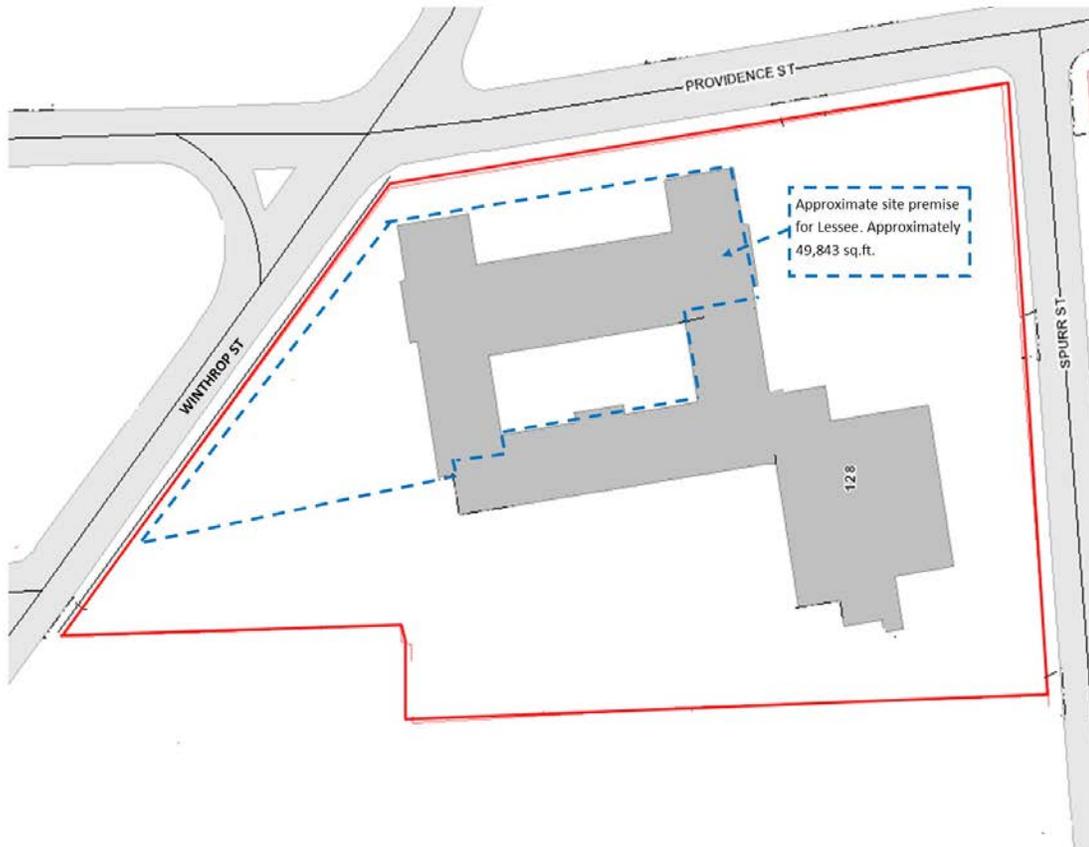
14. The successful Proposer shall comply with all applicable federal, state, and local laws, ordinances, and regulations. The awarded lease shall be governed under the laws of the Commonwealth of Massachusetts.
15. If the Purchasing Agent or any employee of his department, the heads of using agencies, or any other officer or employee of the City who has taken part in the disposition of the Property is financially interested, directly or indirectly, any lease agreement shall be void.
16. The award to the successful Proposer may be cancelled in the event of nonperformance as may be determined by the City.
17. The City shall disqualify from review any and all Proposers, including any individual or entity affiliated or closely related to such Proposer, determined by the Treasurer and Collector of Taxes, not to be current on real estate taxes and/or water and sewer fees, which have accrued to the Proposer's properties during the time the Proposer has been the owner of record of such properties. The term "current" in the preceding sentence means that Proposer shall not owe, at the time of submission, real estate taxes, water fees, and sewer fees for all the Proposer's properties other than taxes, water fees, and sewer fees that have accrued in the current fiscal year and liens or arrearages accrued to such properties while owned by someone other than the Proposer. Upon receipt of all proposals, the Purchasing Department shall provide the Treasurer and Collector of Taxes with the names of all Proposers for the Treasurer to review their status with respect to the provisions of this paragraph. The Treasurer and Collector of Taxes shall have the sole discretion to determine which Proposers are current and which are not with respect to the provisions of this paragraph and after review, shall the Purchasing Department with the names of all Proposers determined to be current or not current.
18. The City shall disqualify from review any and all Proposers, including any individual or entity affiliated or closely related to such Proposer, which are the owners of record of property and are determined to be, by the Building Commissioner, not in compliance with all government approvals, laws, and regulations at the time of the proposal submittal date. Upon receipt of all proposals, the Purchasing Department shall provide the Building Commissioner with the names of all Proposers for the Building Commissioner to review their status with respect to the provisions of this paragraph. The Building Commissioner shall have the sole discretion to determine which Proposers are in compliance and which are not with respect to the provisions of this paragraph. After review, the Building Commissioner shall then provide for the Purchasing Department the names of all Proposers determined to be in compliance or not in compliance.
19. The Lessee/Developer shall execute a Contract Agreement, hereinafter referred to as a Land Disposition Agreement (LDA), with the City within 120 days from receipt of the City Manager's designation of a winning proposal. At the City's sole determination, the timeline

above may be extended. The Lessee/Developer agrees to work in good faith with the City to arrive at a viable reuse scenario to be described in the LDA.

20. The LDA and lease will be drafted by the City's Law Department in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
21. No amendment to the LDA shall be effective unless it is in writing and signed by authorized representatives of all parties.
22. The Lessee/Developer shall be required to indemnify and save harmless the city of Worcester for all damage to life and property that may occur due to breach of the lease, as well as his or her negligence or that of his or her employees, subcontractors, agents, invitees, etc. during the duration of the LDA and during the duration of the resulting lease agreement.
23. Except for purposes of obtaining financing or involving an entity controlled by the Lessee/Developer, the Lessee/Developer shall not assign, transfer, sublet, convey or otherwise dispose of any lease or contract which results from this RFP, or its right, title, or interest therein or its power to execute the same to any other person, firm, partnership, company, or corporation without the prior written approval of the City. If the Lessee/Developer attempts any of the above without written consent of the City, the City reserves the right to declare the Lessee/Developer in default and terminate the LDA or lease for cause. Notwithstanding any provision to the contrary, nothing in this paragraph or in this RFP shall grant the Lessee/Developer any right to lien or encumber any City property.
24. The Lessee/Developer shall thereafter execute the lease agreement between the City and the Lessee/Developer for the Property, as prepared by the City's Law Department. Notwithstanding the foregoing, the City, in its sole discretion, reserves the right to extend the execution of the lease agreement beyond the established deadline for extenuating circumstances.

**REQUEST FOR PROPOSALS
PROPERTY LEASE AND DEVELOPMENT**

**FORMER SAINT VINCENT HOSPITAL NURSE'S HOME BUILDING AT
128 PROVIDENCE STREET
WORCESTER, MASSACHUSETTS**



INTRODUCTION

The city of Worcester, through the City Manager's Executive Office of Economic Development, is seeking proposals from qualified Proposers to lease and redevelop an approximately 54,000 square foot, vacant portion of the former Saint Vincent Hospital Nurses Home Building located at 128 Providence Street, Worcester, Massachusetts.

The Property is located less than one mile from a \$240 million mixed-use development planned in the Canal District, which will be anchored by Polar Park, future home of the Worcester Red Sox. Work began on the ballpark in July 2019 with an opening date of April 2021. A 250-room dual-branded hotel, 225 market rate apartments, an approximately 100,000 SF office building, and a

522 space parking garage are planned for the development in addition to extensive roadway improvements to enhance pedestrian safety and ease the flow of traffic.

Directly adjacent to the Property, \$3 million in roadway/intersection improvements have been made at Winthrop Street and Providence Street, Vernon Street and Granite Street. The project involves reconstruction/resurfacing of .32 miles of Winthrop Street and improvements to the three intersections, including geometric changes, traffic signals, and widening. Roadwork began in the summer of 2019 and is scheduled to be completed in 2020.

Property Detail

Designed by architect William Donohue in the Classical Revival style, the former Saint Vincent Hospital Nurses Home building is a three-story masonry building that was occupied by students, nurses, and nuns. Building features include a flat roof, parapet wall, doric columns, tripartite windows, and a concrete belt course that divides the basement and main floors. The building is listed in the Massachusetts Historic Commission Massachusetts Cultural Resource Information System (MACRIS) database.

The former Saint Vincent Hospital Nurses Home Building was built as three separate but connected buildings and has a total gross building area of approximately 90,185 square feet. The original building was constructed in 1923; an additional 25,000 square foot, four-story building was constructed in 1956; and a 9,000 square foot addition to the 1956 section was constructed in 1967. The four-story building and the addition were repurposed for the Worcester Senior Center in 2000 and are not available for lease redevelopment. A 10,000 square foot portion of the original 1923 building connected to the 1967 addition is also reserved for additional Worcester Senior Center development, bringing the total available square footage available for redevelopment to +/- 54,000 square feet.

The Senior Center is a bright and welcoming environment that addresses the needs and interests of the City's elder populations and promotes healthy aging by providing an array of programs, including arts and crafts, entertainment, games, advocacy, support groups, fitness, and exercise classes, health and wellness programs, nutrition classes, computer lab and instruction, gardening, and a library. The facility is open Monday through Friday from 9:00 AM to 4:30 PM and has approximately 400 visitors daily. Over 200 organizations and instructors collaborate to provide programming at the facility.

The City has demonstrated a strong financial commitment to the upkeep and improvement of the Senior Center facility. Since 2015, the City has invested over \$1.08 million dollars into the building for various physical and safety improvements. Activities undertaken include fire alarm and generator upgrades, HVAC upgrades, masonry repairs, installation of new equipment, painting, roof replacement, window repairs, and camera and card reader installation.

Further, the Senior Center campus is slated for \$3.7 million dollars in additional improvements that are either underway or in the pipeline for completion in FY 2020 and FY 2021. Interior improvements include the addition of a fitness room on the first floor of the Nurses Building area, which is not included for redevelopment, and a second floor multi-purpose activity room with a

new internal stairwell. Exterior improvements include parking reconfiguration (paving, striping, landscaping, and guard rails), sewer main replacement, and a solar canopy with under canopy LED lighting. Future plans for the facility include an amphitheater and renovations to accommodate new office space.

Real property adjacent to the Nurses Building, formerly the site of Anderson Building, is included in this RFP, consisting of approximately 10,000 square feet. The City is in the process of remediating the property to create a pad ready site prior to execution of the lease agreement with the preferred Proposer.

The Property at 128 Providence Street has been the subject of a Hazardous Material Survey as well as a Phase I Environmental Site Assessment. The reports are included for review in Appendix E. The City makes no representations regarding the condition of the building. All demolition, environmental remediation, improvements, or construction is the responsibility of the Lessee/Developer. The reports are provided for informational purposes only.

The lease and redevelopment of the Property is being sought through a Request for Proposals (RFP) process in accordance with G.L. c. 30B, Section 16. Creative and capable proposers are invited to submit a proposal that demonstrates a redevelopment plan that complements and supports the Worcester Senior Center and preserves the former Saint Vincent Hospital Nurses Home Building, as well as providing information regarding development expertise, qualifications, and financial capacity to advance a successful development initiative. The City will measure the potential of the proposed development by comparing measures such as project feasibility, financial capabilities, private investment, maximization of resources, highest and best use, residential development or job creation and/or retention, and development and management experience.

Comparative criteria will be used to decide the relative merits of all responsive and responsible proposers and proposals. The City makes no representations with respect to any zoning and building code restrictions and requirements that may impact the development of this particular property. The City also makes no representations with respect to the existence or nonexistence of any known or unknown code violations affecting this particular property. The City contemplates that its business relationship will be with a single developer which would provide all services related to the future planning, design, development, and construction on the subject property.

This RFP is open to all prospective developers capable of and qualified to meet the objectives and requirements described in the specifications below. The objective of this process is to find a Lessee/Developer with the commitment and business proposition that is most advantageous to the City. It should be understood that each proposer is making an offer to lease and develop the Property subject to the assumptions, conditions, and contingencies identified in this RFP.

SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS

1. Development must be for a taxable or tax equivalent reuse.

2. **The Property shall be leased on an as-is basis.** The City makes no representation of any kind or nature regarding the condition of the Property, including but not limited to the Nurses Building. The Lessee/Developer shall become sufficiently familiar with the Property to make its own determination regarding the requirements and feasibility of its proposed use. With the limited exception of the 10,000 square foot site of the former Anderson Building, all demolition, environmental remediation, improvements, and construction is the responsibility of the Lessee/Developer.
3. All site improvements are subject to approval by the relevant and appropriate regulatory body (i.e., Planning Board, Zoning Board of Appeals, Historical Commission, and Conservation Commission). It is the sole responsibility of the Lessee/Developer to obtain all necessary permits and approvals, including building permits.
4. The development will be subject to site plan and design review by the City. Any proposed fencing, lighting, and signage must be approved, in writing, by the City.
5. The City of Worcester intends that the Worcester Senior Center will remain open and fully operational during the lease term including but not limited to the improvement period and during any other construction. Lessee/Developer shall make all reasonable efforts to minimize disruption, interference and impact to the Worcester Senior Center operations or surrounding businesses. Any work that may impact the Worcester Senior Center must be reviewed and approved by the City prior to commencement. In the absence of prior written approval of the City, Lessee/Developer shall have no right to use, restrict or alter any structure, improvement or land other than the Property subject to this lease.
6. Proposers will be required to demonstrate in their proposal that they have sufficient financial capacity and commitment to conduct the necessary measures of due diligence required to proceed to a lease agreement and its development. Any proposal that suggests the City “must” or “shall” contribute funds or other forms of assistance as a condition of the proposal will be considered a conditional proposal and shall be rejected.
7. Lessee/Developer will be required to efficiently and credibly complete the development and commence the use of the Property.
8. The lease of the Property is subject to any easements existing and required for street, sewer, and water or any other public purposes in the streets abutting said property.
9. The Lessee/Developer shall be responsible for providing and paying for all title work as well as a survey of land and traffic study, if necessary.
10. The Property is zoned Business, Office 2.0. Proposed uses must be allowed under all zoning requirements. See [City Zoning Ordinance](#) for more detailed zoning information.
11. The Lessee/Developer will be responsible for providing the required on-site parking and/or off-street parking in accordance with the zoning requirements.

12. The Lessee/Developer shall be solely responsible for site development, including but not limited to arranging for the delivery of all utilities and services, planning and implementing the necessary infrastructure, securing all necessary permits and approvals, including building permits and site plan approval, securing relationships with other developers, builders, and professional service consultants as appropriate, securing financing for all activities associated with this undertaking, and generally overseeing all implementation efforts.
13. In addition to indemnification provisions set forth in the LDA and Lease, the Lessee/Developer shall indemnify and hold the City of Worcester, its officers, agents, and employees harmless from, against, for, and in respect to any liability arising out of the condition of the land as of the date of transfer of title, including without limitation, any liability arising from any oil, hazardous materials, hazardous substances, hazardous wastes, or petroleum products, as such terms are or hereafter may be defined pursuant to any environmental laws of the United States or the Commonwealth of Massachusetts (“Environmental Laws”), or the violation of any Environmental Laws on the land.
14. The Lessee/Developer shall be solely responsible for conducting its own environmental due diligence and obtaining any necessary environmental permits and/or approvals, as well as submitting necessary environmental reports to Massachusetts Department of Environmental Protection (MADEP). The City makes no representation regarding the condition of the land or buildings, and is leasing the Property “as is”.
15. The Lessee/Developer shall be responsible for confirming the location, measurements and delineation of utilities and determining any upgrades that may be required. A sketch of estimated existing utility locations is provided in Appendix F, however the City does not warrant or guarantee the accuracy of the sketch or make any representation or guarantee regarding the condition of any utility. All measurements and delineation are estimated and approximately follow existing interior walls. The Lessee/Developer will be responsible for providing final documents showing the details for the City’s review and approval. To the extent particular utilities serve both the City and Lessee/Developer, the Lessee/Developer’s final detailed delineation is subject to approval by the City.
16. The Lessee/Developer shall be solely responsible for the separation of the utilities and security systems at the Property and for the separation of systems between the Property and the portion of the building to be retained by the City. Without limiting the Lessee/Developer’s obligation to determine the repairs and improvements necessary for its use, the City believes that separation will be needed for remote speakers for existing security system, and electricity to the Property from the retained portion of the building, the steam and condensate piping, pumps, and electric controls located in the common area. Should any work by the Lessee/Developer on the Property cause damage or reduce the usefulness or longevity of equipment or systems in the City retained portion of the building, the Lessee/Developer shall be solely responsible for repairs and/or remediation satisfactory to the City. Any work impacting the utilities and security systems must be reviewed and approved by the City prior to commencement.

17. The Lessee/Developer may be granted access and use of the stairwell and loading dock in the northwest corner of the building solely for emergency egress and periodic loading purposes.
18. Lessee/Developer must commit to a schedule including, but not limited to commencement of development, completion of development and commencement of the use. If the Lessee/Developer fails to meet such schedule, the lease agreement may be terminated, and upon such termination the Lessee/Developer shall pay the City to offset its damages, including but not limited to an amount equal to the first year of lease payments. And, further, if the work is not accomplished, notwithstanding termination, the Lessee/Developer shall reimburse the City the sum of money expended by the City for the leasing of the real estate.

SECTION II. EVALUATION CRITERIA

1. **Procedures:** The City will select the Preferred Lessee/Developer in accordance with the procedures and criteria established by this RFP. After the deadline for submission of proposals to the City's Purchasing Division, all proposals shall be reviewed for compliance with the said procedures and criteria, including the Minimum Evaluation Criteria listed below. All proposals will be reviewed by the Purchasing Director or his designee and may also be reviewed by representatives from the City Manager's Executive Office of Economic Development, the Division of Energy and Asset Management, the Senior Center, and other City departments and divisions.

Any proposal failing to satisfy any portion of this RFP, including but not limited to the Minimum Evaluation Criteria, will be rejected. The remaining Proposals will then be reviewed applying the criteria set forth in the Comparative Evaluation Criteria and a joint recommendation to the City Manager will be made by the Purchasing Director (or his designee) and the Chief Development Officer.

2. **Minimum Evaluation Criteria:** Each offer to lease and develop the Property contained in this RFP shall include the following information and comply with the following requirements. Proposals not so complying or not including all of this information, or with insufficient information to meet the criteria described below, shall be eliminated from further consideration. See Section IV for checklist and proposal submission format.

- a. **Proposal:** Proposers must submit a Proposal to City Purchasing Director Christopher Gagliastro, Room 201, 455 Main Street, Worcester, MA 01608, indicating an offer to lease and develop the Property. The Proposal must be submitted in a sealed envelope. Within the Proposal, the Proposer must:
 - Provide a clear statement of the Proposer's interest in leasing and redeveloping the Property.
 - Include a commitment by the Proposer to secure the Property and remove and properly dispose of any and all debris/brush located on the Property within 45 days of the execution of the LDA.

- Include an ongoing commitment, upon the execution of the LDA, to assume responsibility for the maintenance and security of the Property until the lease agreement is executed.

The Proposal must be signed by the person(s) with authority to contractually bind an offer to lease on behalf of the Proposer.

b. **Description of the Lessee/Developer(s):** A description of the entity submitting the proposal must include, if not an individual, the name of all partners, corporate name(s), and dba(s) if applicable, and the pertinent address and telephone number, names and addresses of all investors, shareholders, and officers of the corporation, names and titles of persons with the authority to contractually bind an offer to lease with proof of authority by corporate vote or other. The description of the Proposer shall also provide the following information:

- Specific identification and description of the development team with experience and qualifications in (re)developing, leasing, owning and managing real estate.
- Experience (if any) working with the public sector.
- A list of project completed in the last seven years.
- Financial capacity to implement the proposed project.
- Market feasibility of the proposed project.
- Experience with meeting all environmental requirements.
- A Certificate of Non-Collusion, by the Proposer per G.L. c. 43, Section 27, that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal signed and dated by the Proposer(s). (See Appendix A).
- A Certificate of Tax Compliance, by the Proposer per G.L. c. 62C. §49A, certifying that the Proposer has complied with all laws of the Commonwealth of Massachusetts relating to taxes signed and dated by the Proposer(s). (See Appendix B).
- A Disclosure of all persons and parties interested in the foregoing proposal. (See Appendix C).

c. **Description of Proposed Reuse:** Proposers must describe the respective proposed reuse of the Property for which a proposal is submitted. The description must include:

- A clear and concise statement describing the proposed use of the Property and a conceptual site plan, landscaping plan, and building elevations.
- Anticipated energy efficiency specifications and "environmentally friendly" construction materials and treatments and/or equipment that will be used.
- Anticipated improvements to health and safety in scope of work, including any environmental issues that may need to be addressed.
- Anticipated building and landscape design considerations that will complement the surrounding existing land uses.

- The estimated total project cost and proposed financing for the project and status of financing commitments for the leasing, development, and use of the property, including the names of equity investors and/or proposed sources of funds.
 - The estimated start date and phasing of the development activities (in terms of number of days or months) from the date the lease agreement is executed.
 - The estimated completion date of the development activities (in terms of number of days or months) from the start date.
 - All other improvements that will contribute to and sustain the property's quality, including any proposed zoning changes required.
 - Discuss the proposed approach to addressing the portions of the environmental permitting for the project, including proposed approach to storm water management controls, (if any).
 - Discuss the additional City-owned utility services (water and sewer) required by the proposed use (if any).
 - A clear and concise statement describing how the proposed use of the Property complements and supports the Worcester Senior Center and preserves the former Saint Vincent Hospital Nurses Home Building.
- d. **Economic Impact:** Proposers must describe the economic benefits of the proposed project, including:
- The amount of private investment required to complete the project.
 - An overview of the proposed tenants, customers, or end-users to occupy the proposed development space (if known at this time).
 - A detailed description of the estimated number and type of jobs to be created at the property, including anticipated titles, duties, hourly wages/salaries, hiring schedules, and number of full- or part-time positions (if applicable).
 - A detailed description of the estimated number and type of residential units, including anticipated unit sizes and monthly rents, to be created at the Property (if applicable).
 - Any other relevant economic impact to be generated from the project.
- e. **List of References:** Proposers must provide references familiar with each of the Proposer's similar projects listed and the respondent's role in the project (e.g. public officials in the project's community, bankers, architects, engineers, etc.) including their names, addresses, telephone numbers and involvement (if any) in the project.
- f. **Financial Plan(s):** Proposers must submit a detailed financial plan that identifies all anticipated sources and uses of funds, including debt and equity financing and all anticipated acquisition, construction, permitting, and general development costs. Proposers must include a schedule for all funding commitments for all sources both private and public.
- g. **Financial Statement:** Proposers must submit a financial statement from a lender or other source of financing that provides information relative to the Proposer's ability to obtain

sufficient funding to successfully complete the acquisition and (re)development of the Property.

- h. **Scope of Work:** Proposers must provide a detailed scope of work for the proposed development, including a line item cost estimate for all proposed construction activities.
- i. **Use of Site:** All Proposed development plans must show compliance with applicable zoning restrictions and requirements and must identify any special permits/variances/zone changes that the Proposer intends to seek.
- j. **Price:** The monetary offer shall be submitted through a separate Price Proposal Form.
- k. **One (1) Original and Four (4) Copies of the full Proposal:** Proposers shall submit one (1) original and four (4) copies of the full Proposal.
- l. **Timetable:** The proposal shall provide a schedule indicating timelines for the lease agreement, assembly of construction financing commitments, development of the site, and expected occupancy of the Property. Said timeline shall meet the requirements set forth elsewhere in the RFP.

3. Comparative Evaluation Criteria: Each proposal meeting the Minimum Evaluation Criteria shall be further evaluated and rated by the City according to the Comparative Evaluation Criteria to determine the relative merits of each proposal. The review will cover the criteria listed below. Within each category, the degree to which the proposal satisfies the stated objective shall be reviewed and rated on a system of “Highly Advantageous,” “Advantageous,” and “Not Advantageous.”

I. Property Reuse

Highly Advantageous - A proposal that most clearly demonstrates the viable, taxable or taxable equivalent reuse of the respective Property that complements and supports the Worcester Senior Center and preserves the former Saint Vincent Hospital Nurses Home Building as evidenced by meeting all RFP criteria and restrictions and exhibiting uses that will provide for the maximum development potential with negligible off-site impact.

Advantageous - A proposal that demonstrates a viable, taxable or taxable equivalent reuse of the respective Property that complements and supports the Worcester Senior Center and preserves the former Saint Vincent Hospital Nurses Home Building, but does not specifically or clearly address one or more of the RFP criteria and restrictions and exhibit uses that will provide for the maximum development potential with negligible off-site impact.

Not Advantageous - A proposal that does not demonstrate a viable, taxable or taxable equivalent reuse of the respective Property that complements and supports the Worcester Senior Center and preserves the former Saint Vincent Hospital Nurses Building but lacks specifics or contains unclear and/or unrealistic plans.

II. Residential Or Employment Opportunities

Highly Advantageous – A proposal that will develop 40 or more residential units or create or retain 20 or more permanent fulltime jobs of the fulltime equivalent (i.e. 2 part-time jobs would be the equivalent of one fulltime job) at the Property.

Advantageous – A proposal that will develop 15 to 39 residential units or create or retain 14 to 19 permanent fulltime jobs or fulltime equivalent (i.e. 2 part-time jobs would be the equivalent of one fulltime job) at the Property.

Not Advantageous – A proposal that will develop less than 14 residential units or create or retain less than 14 permanent fulltime jobs or fulltime equivalent (i.e. 2 part-time jobs would be the equivalent of one fulltime job) at the Property.

III. Financial Plan

Highly Advantageous – The proposal that has letters of financial interest that clearly demonstrate the Proposer's financial capacity to complete the development.

Advantageous – The proposal that has letters of financial interest that reasonably demonstrate the Proposer's financial capacity to complete the development.

Not Advantageous – The proposal that has letters of financial interest that do not demonstrate the Proposer's financial capacity to complete the development.

IV. Development Plan/Project Schedule

Highly Advantageous – A proposal that has a development plan that demonstrates a well-planned use of the Property, development experience, and a development team that shows credible expertise and a commitment to commence the development within one hundred eighty (180) days of lease execution and complete the proposed project within 36-60 months of the lease execution.

Advantageous – A proposal that has a development plan that demonstrates a well-planned use of the Property, development experience, and a development team that shows credible expertise and a commitment to commence the development within one hundred eighty (180) days of lease execution and complete the proposed project within 60 to 90 months of the lease execution.

Not Advantageous – A proposal that does not have a development plan that demonstrates a well-planned use of the Property, development experience, or a development team that shows expertise or a credible commitment to commence the redevelopment within one hundred eighty (180) days of lease execution and complete the proposed project within 90 months of the lease execution.

V. Utility Separation

Highly Advantageous – A proposal that includes a utility separation plan that demonstrates a viable and well-planned separation of domestic water service, sewer, fire sprinkler water service, and telephone and data lines, between the Nurses’ Building and the portion of the property retained by the City with a commitment to commence the utility separation plan within 180 days of lease execution, protect the City’s systems, minimize interruption in service to the Worcester Senior Center to non-business hours, and complete the separation within 24 months of the lease execution.

Advantageous – A proposal that includes a utility separation plan that demonstrates a viable and well-planned separation of domestic water service, sewer, fire sprinkler water service, and telephone and data lines, between the Nurses’ Building and the portion of the property retained by the City, with a commitment to commence the utility separation plan within 180 days of lease execution, protect the City’s systems, minimize interruption in service to the Worcester Senior Center to non-business hours and complete the separation within 24 to 36 months of the lease execution.

Not Advantageous – A proposal that includes a utility separation plan that does not demonstrate a viable and well-planned separation of domestic water service, sewer, fire sprinkler water service, and telephone and data lines between the Nurses’ Building and the portion of the property retained by the City, and/or lacks a commitment to commence the utility separation plan within 180 days of lease execution, protect the City’s systems, minimize interruption in service to the Worcester Senior Center to non-business hours, and complete the separation in more than 36 months of the lease execution.

VI. Low Impact Development

The City is a strong supporter of low-impact development (LID). For example, proposed upgrades to the site that incorporate LID measures will be considered more favorably than those that do not. Prospective bidders are encouraged to provide conceptual LID project improvements to the site as part of their submission.

Highly Advantageous – A proposal that includes a clearly defined low impact development (LID) project incorporated into their proposal that will be implemented within 24 months of the lease execution.

Advantageous – A proposal that includes a low impact development (LID) project incorporated into their proposal that will be implemented within 24-36 months of the lease execution.

Not Advantageous – A proposal that does not include a low impact development (LID) project incorporated into their proposal or provides one that will be implemented in more than 36 months of the lease execution.

VII. Historic Preservation Considerations

Highly Advantageous – A proposal that has a development plan that retains and preserves the historic character-defining architectural features of the building. Proposed alterations are highly compatible both physically and visually with the historic architecture of the building. Proposed additions, extensions or expansions, if any, are differentiated from the old and highly complementary to the existing character of the building.

Advantageous – A proposal that has a development plan that retains and preserves most, but not all of the historic character-defining architectural features of the building. Proposed alterations are compatible both physically and visually with the historic architecture of the building. Proposed additions, extensions or expansions, if any, are sufficiently complementary to the existing character of the building.

Not Advantageous – A proposal that has a development plan that does not adequately retain and preserve the historic character-defining architectural features of the building. Proposed alterations, additions, extensions, or expansions are not compatible either physically or visually with the historic architecture of the building.

SECTION III. REDEVELOPMENT APPROACH

As per the criteria, there will be a preference toward proposals that are financially self-sufficient and offer innovative suggestions, and environmentally-friendly redevelopment strategies for the reuse of existing building and infrastructure materials. Proposers are encouraged to carefully analyze these potential fiscal benefits independently based on their proposed concepts.

SECTION IV. RULE FOR AWARD

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in this solicitation, will be selected.

SECTION V. PROPOSAL SUBMISSION FORMAT AND CHECKLIST

Proposers should review the following checklist to be sure that all necessary documentation is submitted. Proposals that do not contain all of the documentation required in this RFP will not be considered and shall be immediately rejected from further consideration. Proposers should also review Comparative Evaluation Criteria to determine how proposals will be evaluated after meeting the Minimum Evaluation Criteria as set forth in this RFP.

Submission of Proposals:

Proposals must be submitted in two (2) packages, one containing the “non-price proposal” and one containing the “price proposal.” Proposers must clearly identify each package on the face of the envelope. Proposers must submit a sealed package containing one (1) original and four (4) copies of the non – price proposal. The package must be labeled as follows:

Purchasing Director, City of Worcester

Property Lease and Development – Former Saint Vincent Hospital Nurses Home Building at 128
Providence Street, Worcester, Massachusetts
455 Main Street, Room 201
Worcester, MA 01608
Re: RFP No. CR-7472-W1

Late submissions will be rejected, regardless of circumstances. The City is not responsible for submittals not properly marked.

CHECKLIST: ASSEMBLY ORDER OF PROPOSALS

1. Letter of Intent
2. Description of the Lessee/Developer(s)
3. Description of Proposed Reuse
4. Economic Impact
5. List of References
7. Financial Plan(s)
8. Financial Statement
9. Scope of Work
10. Use of Site
11. Price Proposal (under separate filing)
12. Proposal Security
13. Collusion Form
14. Statement certifying that Proposer is current on all tax, water, and sewer obligations
15. REAP Program
16. CORI Compliance Form

PRICE PROPOSAL

PROPERTY LEASE – CITY OF WORCESTER
FORMER SAINT VINCENT HOSPITAL NURSES HOME BUILDING AT 128
PROVIDENCE STREET

MINIMUM BID LEASE OF \$10,000 PER YEAR FOR 90 YEARS

OFFER: \$ _____ PER YEAR FOR 90 YEARS

Name of Bidder: _____

Address of Bidder: _____

Signature of Bidder: _____

LIST OF APPENDICES

1. Appendix A – Certificate of Non-Collusion
2. Appendix B – Certificate of Tax Compliance
3. Appendix C – Proposer Entity Disclosure Statement
4. Appendix D – Environmental Reports
5. Appendix E – Premise and Utility Plans
6. Appendix F – Draft Lease Agreement

APPENDIX A
Certificate of Non-Collusion

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE
FOLLOWING CERTIFICATION MUST BE PROVIDED:

A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

“The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

(Please Print)

Name of Person Signing Bid: _____

Signature of Person Signing Bid: _____

Date: _____

Title: _____

Address & Zip Code: _____

No award will be made without Bidder certification of the above.

APPENDIX B

Certificate of Tax Compliance

STATE LAW NOW MANDATES THAT TO DO BUSINESS WITH THE CITY OF WORCESTER the Massachusetts Revenue Enforcement and Protection Program of 1983 requires that the following be supplied with your bid:

Date: _____

Pursuant to M.G.L. Ch. 62C, Section 49A, I certify under the Penalties of Perjury That I, To My Best Knowledge and Belief, Have Filed All Mass. State Tax Return and Paid ALL Mass. State and City Taxes Required under Law.

Company Name

Street and No. _____

City or Town _____

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

Social Security No.

or

Federal Identification No. _____

Certified by State Office of Minority and Women Business Assistance (SOMWBA)

Yes _____ Date of Certification _____

Failure to complete this form may result in rejection of bid and/or removal from City Bid Lists.

Authorized Signature

APPENDIX C
Proposer Entity Disclosure Statement

Give full names and residences of all persons and parties interested in the foregoing proposal:

(Notice: Give first and last name in full; in case of Corporation give names of President, Treasurer and Manager; and in case of Firms give names of the individual members.)

| NAMES | ADDRESSES | ZIP CODE |
|--------------|------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Kindly furnish the following information regarding the Respondent:

- (1) If a Proprietorship

Name of Owner: _____

| ADDRESS | ZIP CODE | TEL. # |
|-----------------|-----------------|---------------|
| Business: _____ | _____ | _____ |
| Home: _____ | _____ | _____ |

- (2) If a Partnership

Full names and address of all partners:

| NAMES | ADDRESSES | ZIP CODE |
|--------------|------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

| BUSINESS ADDRESS | ZIP CODE | TEL. # |
|-------------------------|-----------------|---------------|
| _____ | _____ | _____ |

(3) If a Corporation

Full Legal Name: _____

State of Incorporation: _____

Principal Place of Business: _____ Zip Code _____

Qualified in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

Give the following information regarding Surety Company:

Full Legal Name of Surety Company: _____

State of Incorporation: _____

Principal Place of Business: _____

Admitted in Massachusetts: Yes _____ No _____

Place of Business in Massachusetts: _____ Zip Code _____ Tel. # _____

NOTE: The Office of the Attorney General, Washington, D.C. requires the following information on all proposals amounting to \$1,000.00 or more.

E.I. Number of Proposer _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN," U.S. Treasury Department Form 941.

Authorized Signature of Proponent:

_____ Title: _____

Date: _____

APPENDIX D

Environmental Reports

APPENDIX E
Property and Utility Sketches

APPENDIX F

Draft Lease Agreement

COMMERCIAL LEASE AGREEMENT

This **COMMERCIAL LEASE AGREEMENT** (“Lease Agreement”) is made and entered into as of the _____ by and between the City of Worcester, a Massachusetts municipal corporation and with an address of 455 Main Street, Worcester, Massachusetts (the “LANDLORD”) and _____, a _____ duly authorized to conduct business in the _____ with a principal place of business located at _____ (“TENANT”).

LANDLORD leases to TENANT, and TENANT hereby leases from LANDLORD a portion of premises located at the Worcester Senior Center (“Senior Center”), located at 128 Providence Street, Worcester County, Worcester, Massachusetts 01604 (the “Land”), as depicted on the sketch at Exhibit A and otherwise described herein for the operation of a _____.

In consideration of the mutual promises and agreements herein contained, the LANDLORD and TENANT hereby agree as follows:

Article 1 **Leased Premises**

1.1 Leased Premises.

- (a) The Leased Premises consists of approximately Fifty Eight Thousand, Four Hundred Forty (58,440) square feet, more or less, of interior space and approximately Forty Nine Thousand, Eight Hundred Forty Three (49,843) square feet, more or less, of exterior space (overall “footprint”), collectively designated as the “Leased Premises”, all as shown on the sketch entitled “Exhibit A - Leased Premises,” attached hereto as Exhibit A and incorporated herein by reference (the “Leased Premises Plan”). The Parties acknowledge that Exhibit A shows only the approximate size and location of the Leased Premises.
- (b) LANDLORD makes no representation of any kind or nature regarding the condition of the Leased Premises or the Common Areas. Such area is provided “as is.” TENANT is solely responsible to become familiar with the Leased Premises and Common Areas and relevant surrounding property, applicable law, and financial feasibility, making its own determination regarding its Use (defined below). LANDLORD shall not be liable for any damages incurred by TENANT for its use of such Leased Premises and Common Areas, including but not limited to damages resulting from water, insects, rodents or theft.
- (c) The Leased Premises does not include and is subject to any and all easements existing or required including but not limited to easements for street, electricity, sewer, and water or any other public purposes in the streets abutting said property.

1.2 **Common Areas.** As set forth herein, the TENANT is responsible to make improvements to the Leased Premises in order to facilitate the Use. There are no common areas provided for in the Leased Premises except as expressly set forth in this Lease Agreement, as further approximately shown on Exhibit A.

- (a) Loading Dock. The loading dock located at the northwest corner of the building is available on a non-exclusive basis to TENANT, but solely for the limited purposes of a loading dock. TENANT acknowledges that its access to said loading dock is in common with others, including but not limited to LANDLORD. Without limiting the generality of the foregoing, TENANT shall not use said loading dock as an alternative entrance or exit. Vehicles shall be immediately moved away from the loading document once loading or unloading is complete and shall in no event remain at the loading dock overnight.
- (b) Emergency Access. The emergency access door located at the northwest corner of the building is available on a non-exclusive basis to the TENANT, but solely for the limited purposes of access in the event of an emergency. TENANT shall not use the emergency access for any other purpose. TENANT acknowledges that its access to said emergency access is shared in common with others, including but not limited to LANDLORD. In no event shall TENANT block or restrict access to said emergency access.
- (c) Storage Prohibited. Under no circumstances shall the right herein granted to use any Common Area be deemed to include the right to store any property, article, or object, either temporarily or permanently. If any such storage shall occur, then LANDLORD shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to TENANT, which cost shall be immediately payable upon demand by LANDLORD.
- (d) Management. LANDLORD shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend, and enforce reasonable rules and regulations with respect thereto provided that such rules and regulations do not materially alter TENANT'S rights to use the Common Areas. TENANT agrees to abide and conform to all such rules and regulations, and to cause its agents, employees, representatives, contractors, servants, suppliers, shippers, customers, and/or invitees to so abide and conform.
- (e) Repairs. Notwithstanding any provision to the contrary, LANDLORD shall have the right, in LANDLORD'S sole discretion, to make such other changes in, to, or with respect to the Common Areas as LANDLORD may, in the exercise of sound business judgment, deem to be appropriate, including, for example maintenance, repairs and improvements. LANDLORD shall, to the extent practicable, give not less than thirty (30) days' notice to the TENANT of changes that will impact TENANT's use of the Common Areas.
- (f) Utilities. Unless and until such time as the TENANT has fully separated its utilities from those utilities needed for the portion of the building that is not

subject to this Lease Agreement and will be retained by the LANDLORD, the Parties shall have a continuing and common right to such utilities and the location of such utilities within the Leased Premises, to the extent applicable to the Parties' respective use. As to the LANDLORD, that right shall include that the conduit, wires, controls, and the like be permitted to remain and operate within the Leased Premises. And further, the LANDLORD may, on reasonable notice and at LANDLORD'S expense, repair and upgrade such utilities and related equipment as it may deem appropriate. The LANDLORD shall reasonably restore the Leased Premises following completion of such repair and/or upgrade.

Article 2 Term

- 2.1 **Term.** The term of this Commercial Lease Agreement shall commence on 12:01 a.m. on _____, and, unless terminated or extended, continue until 11:59 p.m. on _____.
- 2.1.1 **Tenant Improvement Period.** The "Tenant Improvement Period" shall mean the period of time during which the TENANT commits to make certain improvements to facilitate the TENANT'S uses of the Leased Premises. Said Tenant Improvements shall be as set forth in Exhibit B and performed in accordance with this Lease Agreement, including but not limited Article 8, below. The Tenant Improvement Period shall commence on the date of execution of this Lease Agreement and shall extend for not more than six (6) months or until the date on which a Certificate of Occupancy has been issued for the Leased Premises, whichever is earlier, as set forth in Section 2.2 below.
- 2.1.2. **Improvement Period Rent.** In consideration of LANDLORD'S permission to the TENANT to undertake improvements, pursuant to Article 8 and notwithstanding the delay in TENANT'S obligation to begin Rent payments, as set forth in Article 3, the execution of this Lease Agreement creates a legally binding obligation between the parties and the provisions herein shall be effective upon such execution.
- 2.1.3 **Certificate of Occupancy.** The Leased Premises shall be deemed available for TENANT'S occupancy and use for the Uses set forth in Section 4.1 only after a Certificate of Occupancy has issued authorizing such occupancy.
- 2.2 **Lease Term.** The commencement of the Lease Term shall occur at 12:01 A.M. on the date following the issuance of the Certificate of Occupancy, or the expiration of Improvement Period, whichever is earlier, and shall expire at 11:59 p.m. on the anniversary date marking ninety (90) years, from said commencement (the "Lease Term").
- 2.3 **Term.** The "Term" shall mean the period between the execution and the termination of this Lease Agreement, including the Tenant Improvements Period and the Lease Term.

Article 3
Rent & Escrow Payment

3.1 Annual Rent.

3.1.1 **Lease Term.** The TENANT shall pay to the LANDLORD, without deduction or set-off except as otherwise provided in this Lease Agreement, annual rent (“Annual Rent”) as set forth in Exhibit C in equal monthly installments starting on the commencement of the Lease Term, as set forth in Section 2.2 above.

3.1.2. **Tenant Improvement Period.** The provisions of Section 3.1.1 notwithstanding, during the Tenant Improvement Period, as set forth in Section 2.1.1 above, TENANT shall pay LANDLORD \$1,000.00 per month.

3.2 Requirements for Payments

3.2.1 TENANT shall make Annual Rent payments to the following address, or to such other address as LANDLORD may provide to TENANT in writing in accordance with the Notice provisions set forth in Section 17.1 herein:

Finance Manager
City Hall, Room 201
455 Main Street
Worcester, MA 01608

3.2.2 All TENANT payments shall be made payable by certified bank check, or wire. All payments shall be made in immediately available funds on or before the first day (or the first business day immediately following) of each calendar month during the Term for the month in advance and shall further be in the lawful currency of the United States of America.

3.3 **Interest.** In addition to the LANDLORD’s remedies under Article 15 hereof, any payments of rent, additional rent, and any other sums due under this Lease Agreement not paid within ten (10) days of the date due shall bear interest at the rate of twelve percent (12%) per annum from the original due date until paid.

3.4 **Real Estate Taxes.** TENANT’s use and occupancy of the Leased Premises under the terms of this Lease Agreement shall NOT be exempt from the payment of real estate taxes pursuant to the provisions of G. L. c. 59, § 2B, par. 3.

Article 4
Use & Maintenance

- 4.1 **Authorized Uses.** TENANT shall use and occupy the Leased Premises only for the Use described in its proposal and accepted by the LANDLORD, as further set for in Exhibit D (referred to as “Use”). Throughout the entirety of the Term, the Leased Premises must be used for a taxable or tax equivalent use.
- 4.2 **Leased Premises Maintained in Good Condition.** After the completion of the TENANT’s Improvements, as set forth in Section 8.1, and such additional improvements as may be made during the Term, the TENANT shall maintain the Leased Premises and any and all improvements in accordance with federal, state and local law, ordinances, regulations, including but not limited to the state building code and sanitary codes.
- 4.3 Without limiting the generality of the Section above and the requirements set forth elsewhere in this Lease Agreement, including but not limited to Article 8, but subject to the requirements of Section 1.2 and Article 5, TENANT shall be responsible for any and all interior and exterior repairs, upgrades and improvements as may be necessary during the Term, including but not limited to the structure, walls, floors, roof, fixtures, pipes, lines, conduit and other facilities for public or private utilities, elevators, windows, doors, lighting, furnishings, computers, materials and equipment. TENANT shall keep the Leased Premises in a neat and clean condition, free of trash and debris. TENANT shall not use the exterior of the Leased Premises for storage.
- 4.4 **Restrictions on Use.**
- (a) Smoking is prohibited on the Leased Premises and the Common Areas.
 - (b) TENANT shall not use or permit the use of the Leased Premises or Common Areas in a manner that creates waste or a nuisance. TENANT shall not permit the Leased Premises or Common Areas to be overloaded, damaged, stripped, or defaced.
 - (c) TENANT shall not use or permit or permit anyone to use the Leased Premises or Common Areas in a manner which causes or is likely to cause injury to persons, or impairs the proper and economic maintenance, operation, and repair nearby property.
 - (d) TENANT shall adhere to the requirements of the Historical Commission regarding alteration and rehabilitation of historic structures in all aspects of its tenancy of the Leased Premises and shall further comply with the Historic Structure Renovation Requirements, attached hereto as Exhibit E and incorporated herein by reference, and any otherwise applicable historic and/or preservation restrictions or requirements.

4.5 **Risk of Loss.** TENANT shall bear all risk of loss or damage arising from or related to its Use, including but not limited to damage to the Leased Premises, and any and all contents thereof, including but not limited to as well as materials, equipment, furnishings, improvements, interior and exterior. Risk of loss may be shifted to the LANDLORD only if the damage or loss is due to the sole negligence of the LANDLORD.

TENANT further is solely responsible for injury (including death) suffered to its employees, officers, consultants, contractors, residents, customers, invitees, volunteers, and agents, except only if said injury is due to the sole negligence of the LANDLORD.

4.6 **Trash and Rubbish.** TENANT shall properly and regularly dispose of trash and rubbish on the Leased Premises. Such disposal shall occur be not less than twice weekly, and more frequently as may be needed to avoid waste accumulation, odor, unsightly conditions, attraction of animals.

4.7 **Parking.** TENANT shall provide parking appropriate to its Use and in compliance with local requirements, including but not limited to zoning requirements.

Article 5 Utilities

5.1 **Mains, Conduits, and Other Facilities.** LANDLORD shall cause to be provided and maintained all necessary mains, conduits, and other facilities for the supply of water, electricity, natural gas and sewerage service to the Leased Premises, except such utility conduits and additional equipment and materials incident to utility separation as shall be installed by TENANT according to Article 8 herein. If, however, TENANT requires upgrades to the existing utility service and/or additional utility service, which may include, for example, security, internet/wifi, telephone, air conditioning, it shall be solely responsible for the same. TENANT shall not interrupt or interfere with the utility systems (e.g., electricity, water, sewer, natural gas, telephone/cable/internet, fire suppression/sprinkler, security) serving Senior Center or Land (other than the Leased Premises) without prior written approval of the LANDLORD in accordance with Article 8.

5.2 **Provision of Utilities.** TENANT shall separately meter and promptly pay for any and all utilities for the Leased Premises. If TENANT determines existing utilities are insufficient for its Use, TENANT shall, at its own cost, upgrade such utilities pursuant to Article 8.

5.3 **Interruption in Utility Services.** LANDLORD shall not be liable for any interruption in utility services except only for instances due solely to the negligence of the the LANDLORD. Notwithstanding any provision to the contrary, the LANDLORD shall not be liable for any interruption in utility service due to fire, weather, accident, strike, acts of God, or as necessary to make alterations, repairs, or improvements.

5.4 **Fire Suppression Sprinkler and Alarm System.** The TENANT shall install, repair and maintain a fire suppression sprinkler system and alarm system in the Leased Premises as

an element of its Improvements under Article 8. Without limiting the generality set forth in Article 14, TENANT shall indemnify and hold harmless LANDLORD against and from any and all losses, damages, claims, suits, or actions for any injury or damage to person or property caused by TENANT's improper use and/or maintenance of the fire suppression sprinkler system, and insurance coverage therefore shall be included in the public liability policy which TENANT is required to furnish pursuant to this Lease Agreement.

Article 6
No Interference with Senior Center

6.1 **Interference with Senior Center.** The TENANT acknowledges that the Leased Premises adjoins the Worcester Senior Center (Senior Center). TENANT shall make all reasonable efforts to avoid interference with the use and operation of the Senior Center at all times during the Term. TENANT shall further make all reasonable efforts to avoid interference with the City's maintenance, alterations, upgrades and improvements to the building and surrounding property.

Article 7
Signs

7.1 **Signs and Window Treatments.** TENANT shall not place or cause to be placed any sign, window treatment, poster, and/or banner of any shape, size, or material freely standing, affixed or attached through either permanent or temporary means on the exterior of the Leased Premises or Common Areas, or at any location that is visible from the exterior of the Leased Premises or Common Areas without the prior written approval of the LANDLORD. Said approval further shall be conditional on the TENANT's compliance with the Worcester Ordinances and requirements of the Historic Commission, as well as the Urban Design Guidelines, and such additional requirements as set forth at Exhibit E and the Signage Plan submitted by the TENANT for the LANDLORD's review and approval.

Article 8
Improvements, Additions, and Alterations

8.1 **TENANT Improvement Period.** During the TENANT Improvement Period, as set forth in Section 2.1.1, and only after receipt of the LANDLORD's written approval of all plans and specifications, TENANT shall complete, at its own cost, the design and construction work to effectuate delivery of its approved Use, as set forth in Exhibit D, which is incorporated by reference. TENANT shall comply with any and all applicable federal, state and local laws, regulations, ordinances, and requirements, including but not limited to the state building code and the City's Zoning Ordinance and the requirements of the state and local Historic Commissions, Massachusetts Department of Environmental Protection and G.L. c. 21E, as well as prevailing wages and public bid laws. TENANT is solely responsible to obtain and pay for any and all permits, licenses and other approvals (collectively for this Article 8 "Approvals"), whether said Approvals must be obtained

from the LANDLORD's departments, inspectors, boards or commissions, or from third party individuals or entities.

- 8.2 TENANT shall apply for a building permit to commence its Improvements on or before _____, and said Improvements will commence no later than _____. TENANT agrees to use its best efforts to complete its Improvements and open said _____ by _____.
- 8.3 **Other Alterations or Additions.** Other than the Improvements set forth in Exhibit B, the TENANT may make alterations or additions to the Leased Premises conditioned upon and to the extent of LANDLORD's prior written consent and TENANT's securing all applicable Approvals; provided further, however, that non-structural alterations that are minor in nature and not otherwise restricted by this Lease Agreement shall not require such consent. In no event shall alterations to the exterior of the building, including but not limited to exterior wall material or color, roofing material or color, window appearance, or architectural features be deemed minor in nature. All such minor alterations shall be at TENANT's expense and shall be in quality at least equal to the present construction.
- 8.4 **Alterations of Improvements Made Property of Landlord.** Any alterations or improvements made by the TENANT shall, at LANDLORD's option, become the property of the LANDLORD at the termination of occupancy as provided herein.
- 8.5 **Mechanic's Liens and Similar Liens Prohibited.** TENANT shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and/or material furnished to TENANT or claimed to have been furnished to TENANT in connection with work of any character performed or claimed to have been performed at the direction of TENANT. TENANT shall cause any such lien to be released and related discharge recorded forthwith without cost to LANDLORD.
- 8.6 **Compliance with LANDLORD's Responsible Employer and Inclusionary Participation Policy.** The TENANT shall provide evidence to the LANDLORD that any and all contractors, subcontractors, and other parties retained to complete any work allowed by Article 8 comply with the LANDLORD's Responsible Employer and Inclusionary Participation Policy prior to the execution of any contract or agreement with said contractors, subcontractors, or parties and following completion of such work.
- 8.7 **Landlord's Improvements.** LANDLORD may, in its sole discretion and without any duty or obligation, make improvements, perform maintenance or repairs, and take such other action as it deems necessary and appropriate to protect the Leased Premises and/or members of the public. If LANDLORD determines such action to be appropriate it will endeavor to first provide TENANT reasonable written notification. If the condition of the Leased Premises underlying LANDLORD's determination under this Section is caused, in whole or in part, by TENANT's negligence or breach of this Lease Agreement, TENANT shall promptly reimburse LANDLORD for all LANDLORD's costs and expenses upon written demand to TENANT.

Article 9
Compliance with Laws

- 9.1 **Unlawful Activities Prohibited.** TENANT acknowledges that no trade or occupation shall be conducted on the Leased Premises or Common Areas, nor shall any use be made thereof which is unlawful, improper, noisy or offensive, or contrary to any applicable federal, state or local law. Without limiting the generality of the foregoing, TENANT shall conform to and comply with all applicable federal, state and municipal laws, orders and regulations. TENANT shall at all times conduct its business on the Leased Premises in a safe and lawful manner.
- 9.2 **Permits and Licenses.** TENANT shall comply with all requirements of any public body or officers having jurisdiction and shall procure, maintain and comply with all permits, licenses and other authorizations required for any Use by TENANT of the Leased Premises. In no event shall TENANT bring or maintain on the Leased Premises or Common Areas any oil or hazardous material as defined in G.L. c. 21E or acids, chemicals or so called “red label products” which could create a fire hazard or emit noxious fumes.
- 9.3 **Rules and Regulations.** TENANT shall comply with all laws, rules, and regulations affecting or pertaining to the Leased Premises, Common Areas and parking thereon of any federal, state, or local governmental authority, and with the reasonable rules and regulations established by LANDLORD from time to time for the operation of the Leased Premises or any portion thereof.
- 9.4 **Discrimination Prohibited.** TENANT shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion or medical handicap. TENANT shall comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment including, without limitation, the following: Title VII of the Civil Rights Acts of 1964; The Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; G.L. c.151B; and all relevant administrative orders and executive orders.
- 9.5 **Conflict of Interest.** TENANT certifies that it has complied with all provisions of law regarding the award of this Lease Agreement and that neither it, nor its employees, agents, officers, directors, or trustees have offered or attempted to offer anything of value to any employee of LANDLORD in connection with this Lease Agreement.

Article 10
Insurance

- 10.1 **Fire Insurance.** TENANT shall not permit any use of the Leased Premises or Common Areas which will make void or voidable any insurance of the Leased Premises of which the Leased Premises are a part, or on the contents of said Leased Premises or which shall be contrary to any law or regulation from time to time established by the New England

Fire Insurance Rating Association, or any similar body succeeding to its powers. TENANT shall, upon demand, reimburse LANDLORD, and all other tenants, all extra insurance premiums caused by TENANT's use of the Leased Premises or Common Areas.

- 10.2 **Comprehensive Public Liability Insurance.** TENANT shall obtain and maintain with respect to the Leased Premises (including its use of the Common Areas) comprehensive public liability insurance in the amount of \$10,000,000 in the aggregate and \$5,000,000 per occurrence, and automobile insurance with \$2,000,000 combined single limit, bodily injury, and property damage on account of all accidents with responsible companies qualified to do business in Massachusetts and in good standing therein insuring TENANT against injury to persons or damage to property as provided. Said public liability insurance shall, as additional insured, save LANDLORD harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment, or labor used in the performance of the contract or from any neglect, default, or omission, or want of proper care, or misconduct on the part of TENANT, invitees, contractors, customers or anyone in their respective employ during the Term of this Lease Agreement, or any contract derived from this Lease Agreement. LANDLORD shall be listed as an additional insured on the certificates of insurance and the appropriate insurance policies. TENANT shall deposit with LANDLORD certificates of such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies. Additionally, TENANT shall provide LANDLORD with then current certificates of insurance and its insurance policy, as the LANDLORD may periodically request. All such insurance certificates shall be in a form satisfactory to the LANDLORD and shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each insured named therein. TENANT shall also deposit with LANDLORD at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies, certificates of insurance showing that TENANT is protected under workers compensation insurance policies. All such insurance certificates shall be in a form satisfactory to LANDLORD and shall provide that such policies shall not be cancelled without at least thirty (30) days' prior written notice to each insured named therein. Such coverage shall remain in place for the entire Term, as well as any extension or holdover thereof.
- 10.4 **Insurance and Bonds during Construction.** LANDLORD may, in its sole discretion, require the TENANT, at TENANT's sole expense, to obtain and maintain (a) additional insurance and/or insurance coverage and (b) performance and payment bonds during any TENANT Improvements, including but not limited to pursuant to Section 8.1. Said insurance shall identify the City of Worcester as additional insured and loss payee. Said performance and payment bonds shall name the City of Worcester as obligee. All insurance and bonds shall be in a form acceptable to the City and shall be provided to the City prior to the start of any construction or other work

- 10.5 **Waiver of Subrogation.** All insurance carried by TENANT with respect to the Leased Premises, Common Areas and any property therein or occurrences thereon shall include a clause or endorsement denying to the insurer rights of subrogation against LANDLORD

Article 11
Assignment and Subleasing

- 11.1 **Written Consent.** TENANT shall not assign, transfer, convey, delegate, subcontract or otherwise dispose of this Lease Agreement or any interest herein without LANDLORD's prior written consent, which shall not be unreasonably withheld. TENANT shall not sublet the whole or any part of the Leased Premises without LANDLORD's prior written consent. Notwithstanding such consent, TENANT shall remain liable to LANDLORD for the payment of all rent and for the full performance of the covenants and conditions of this Lease Agreement. LANDLORD's consent in any instance hereunder shall not relieve TENANT of the requirement of obtaining LANDLORD's consent in any other instance. Any subcontract or other agreement to which LANDLORD has consented shall be attached to the original of this Lease Agreement on file with the LANDLORD.
- 11.2 **Landlord's Rights.** LANDLORD reserves the right to assign or transfer this Lease Agreement upon the condition that in such event, this Lease Agreement shall remain in full force and effect, subject to the performance by TENANT of all its terms, covenants, and conditions, and upon the further condition that such assignee or transferee, except as assignee or transferee merely for security, agrees to perform all the terms, covenants and conditions under this Lease Agreement. Upon any such sale, assignment, or transfer, other than merely as security, TENANT agrees to look solely to the assignee or transferee with respect to all matters in connection with this Lease Agreement and LANDLORD shall be released from any further obligations hereunder. If TENANT makes any security deposit by virtue of this Lease Agreement or otherwise, LANDLORD may transfer the deposit to the assignee or transferee and thereupon LANDLORD shall be discharged from any further liability in reference thereto.
- 11.3 **Assignment of Rents.** With reference to any assignment by LANDLORD of LANDLORD's interest in this Lease Agreement, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Leased Premises or any part thereof, TENANT agrees that the execution thereof by LANDLORD, and the acceptance thereof by the holder of such mortgage, shall never be treated as an assumption by such holder of any of the obligations of LANDLORD hereunder unless such holder shall, by notice sent to TENANT, specifically otherwise elect and that, except as aforesaid, such holder shall be treated as having assumed LANDLORD's obligations hereunder only upon foreclosure of such holder's mortgage or the taking of possession of the Leased Premises. No holder of a mortgage on the Leased Premises shall be deemed to have taken possession thereof by reason of (a) any action by such holder to cure a default by LANDLORD, (b) periodic entry by such holder's agents or employees onto the Leased Premises, or (c) demand for, or receipt of, payments of rent.

- 11.4 **Termination; Merger.** Unless specifically stated otherwise in writing by LANDLORD, the voluntary or other surrender of this Lease Agreement by TENANT, the mutual termination or cancellation hereof, or the termination hereby by LANDLORD for breach or default by TENANT, shall automatically terminate any sublease or lesser estate in the Leased Premises; provided, however, LANDLORD shall, in the event of any such surrender, termination or cancellation, have the option to continue any one or all of any existing subtenancies. LANDLORD's failure within ten (10) days following any such event to make a written election to the contrary written notice to the holder of any such lesser interest, shall constitute LANDLORD's election to have such event constitute the termination of such interest.
- 11.5 **Sublease – Required Language.** TENANT shall include the following language in any sublease relative to the Leased Premises: "Sublessee hereby acknowledges and agrees that this Sublease is and shall be subject and subordinate in all respects to the Lease Agreement by and between the City of Worcester and _____, dated _____, 20__, and Sublessee further acknowledges that it has received a copy of said Lease Agreement and that it is bound by, and will comply at all times with, each and every applicable provision of said Lease Agreement."

Article 12
Landlord's Access

- 12.1 **Landlord's Right of Access.** LANDLORD and agents of LANDLORD may, at any reasonable time, enter to inspect the Leased Premises and to make or supervise repairs or alterations and may remove placards, signs, window treatments, and signs not approved and affixed as herein provided, or remove objects, items, materials or things that are not removed by the TENANT in accordance with Article 7 herein and make repairs and alterations as LANDLORD should elect to do and may show the Leased Premises to others, and at any time following ninety (90) days prior to the expiration of the Term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or the property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation.
- 12.2 **Minimal Interference.** Any work done by LANDLORD within the Leased Premises pursuant to this reserved right shall be done in a manner to minimize interference with TENANT's use of the Leased Premises. All such activities of LANDLORD shall be without abatement of rent.
- 12.3 **Advance Notice.** Absent an emergency, LANDLORD shall not enter the Leased Premises without advance notice.

Article 13
Indemnification and Liability

13.1 **Indemnification.** To the fullest extent allowed by law, TENANT shall protect, defend, hold harmless and indemnify LANDLORD, and its respective officers, officials, employees, and agents, (hereinafter referred to as the “Indemnified Parties”) and save them harmless from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) imposed upon or incurred by or asserted against the Indemnified Parties by reason of (a) any accident, injury to or death of persons or damage to or loss of property, by theft or otherwise, occurring on or about the Leased Premises or Common Areas except to the extent caused by or due to the willful misconduct of the Indemnified Parties, (b) any failure on the part of TENANT to perform or comply with any of the terms of this Lease Agreement, or (c) any acts of TENANT, its employees, agents, contractors, servants, or representatives, renters, customers or invitees in or around Leased Premises. In case any action, suit or proceeding is brought against the Indemnified Parties by reason of any such occurrence, TENANT, upon LANDLORD’s request, shall at TENANT’s expense, cause such action, suit or proceeding to be resisted and defended by counsel designated by LANDLORD. The indemnifications required hereunder shall not be limited by reason of the specification of any particular insurance coverage under this Agreement. TENANT’S obligations under this provision shall not terminate with the expiration or termination of this Lease Agreement, but shall survive it.

The Parties acknowledge and agree that the LANDLORD does not and shall not be required to indemnify the TENANT.

13.2 **Fire Suppression System - Indemnification.** Without limiting the generality of the section above, TENANT shall indemnify and hold harmless LANDLORD against and from any and all losses, damages, claims, suits, or actions for any injury or damage to person or property caused by TENANT’s negligence, improper use, and/or improper maintenance of the fire suppression sprinkler system, and insurance coverage therefore shall be included in the public liability policy which TENANT is required to furnish pursuant to this Lease Agreement.

13.3 **Neglect of Tenant.** Without limiting the generality of Section 13.1, TENANT shall save LANDLORD harmless from and against any and each loss incurred or penalty, claims or damage suffered, imposed, made or recovered by reason of the failure or neglect of TENANT or its agents, employees, representatives, contractors, servants, suppliers, shippers, customers, and/or invitees to observe and comply with any and all applicable federal, state, local laws, orders, rules and regulations.

13.4 **Environmental Indemnification.** In addition to the indemnification provisions above, TENANT shall absolutely and irrevocably protect and indemnify, defend, and hold the Indemnified Parties harmless from and against any claim, third party claim, cost, damage (including, without limitation, consequential damages), expense (including, without limitation, attorney’s fees and costs), loss, liability, or judgment now or hereafter arising

as a result of any claim for environmental cleanup cost, any resulting damage to the environment and any other environmental claims against TENANT, the Indemnified Parties, the Land, Senior Center, and/or the Leased Premises or Common Areas resulting from any act or negligence by TENANT or anyone claiming under TENANT or relating to the release, threat of release, generation, storage, disposal, removal, transportation, or treatment of Oil and/or Hazardous Materials by TENANT following the commencement of this Lease Agreement. The provision of this section shall continue in effect and shall survive the expiration or (among other events) termination of this Lease Agreement.

- (a) The terms “Oil and/or Hazardous Materials” and “OHM” as used in this Lease Agreement shall include but not be limited to asbestos, flammable explosives, dangerous or hazardous substances, hazardous materials, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material, or related substance exposure to which is prohibited or regulated by any governmental authority having jurisdiction over the Land, Building, and/or the Leased Premises, any substances defined as “hazardous substances,” “hazardous materials,” “toxic substances,” or “oil” in any environmental law of the United States, including, without limit, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, by Superfund Amendments and Reauthorization Act, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; Clean Air Act, 42 U.S.C. § 7901, et seq.; Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; Clean Water Act, 33 U.S.C. § 1251, et seq.; G.L. c. 21E and the Massachusetts Contingency Plan (310 CMR 40.0000 et seq.); the laws, regulations or rulings of the state in which the Land and/or Leased Premises is located or any local ordinance affecting the Land and/or Leased Premises; or the regulations adopted in publication promulgated pursuant to any such laws and ordinances.

13.5 **Tenant’s Recovery.** TENANT agrees that no official, employee or agent of LANDLORD shall ever be personally liable to TENANT or to any successor in interest to TENANT or person claiming through or under TENANT for or on account of any default by LANDLORD or failure by LANDLORD to perform any of its obligations hereunder, or for or on account of any amount which may be or become due under this Lease Agreement, or for the satisfaction of any judgment against LANDLORD under this Lease Agreement or any claim, cause or obligation whatsoever under the terms of this Lease Agreement. Notwithstanding the foregoing, nothing in this paragraph shall limit any right that TENANT may otherwise have to obtain injunctive relief against LANDLORD, or to take any action, not involving the personal liability of LANDLORD’S officials, employees or consultants, for satisfaction of any judgment against LANDLORD.

13.6 **Landlord’s Agents, Servants, or Employees.** TENANT agrees that LANDLORD and its officials, employees and agents shall have no responsibility or liability for any personal injuries or damages to the persons or property of TENANT, any customer or invitee of TENANT, or any other person, by theft or otherwise, unless caused by or due to the sole negligence of LANDLORD, its agents, officials or employees; nor shall

LANDLORD or its officials, employees or agents be liable for any such damage caused by other tenants or persons in, upon or about the Leased Premises.

- 13.7 **Equipment Transport Requiring Permits.** TENANT shall not move any safe, heavy machinery, or heavy equipment into or out of the Leased Premises without obtaining all necessary permits and LANDLORD's prior written consent.

Article 14
Fire, Casualty, Eminent Domain, Condemnation

- 14.1 **Landlord's Election to Terminate.** Should a substantial portion of the Leased Premises be substantially damaged by fire or other casualty, or be taken by eminent domain, or condemned, LANDLORD may elect to terminate this Lease Agreement, by giving written notice to TENANT within sixty (60) days after such fire, casualty, condemnation or taking. If such fire, casualty, condemnation or taking renders the Leased Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, and TENANT may elect to terminate this Lease Agreement if:
- (a) LANDLORD fails to give written notice within sixty (60) days of its intention to restore the Leased Premises, or
 - (b) LANDLORD fails to restore the Leased Premises to a condition substantially suitable for their intended use within one hundred and eighty (180) days of said fire, condemnation casualty, or taking.

Article 15
Default and Bankruptcy; Termination

- 15.1 **Default.** In the event that:
- (a) TENANT defaults in the payment of any installment of rent or other sum herein specified and such default continues for ten (10) days after written notice thereof; or
 - (b) Upon commencement of the Use as set forth in Exhibit D, should TENANT fails to operate a _____ for any period in excess of thirty (30) consecutive days, or any total in excess of thirty (30) days in a twelve (12) month period, except when said failure to operate is caused by acts of the LANDLORD and/or acts of God including, without limitation, flooding and/or extraordinary inclement weather; or
 - (c) TENANT defaults in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default is

not be corrected within thirty (30) days after written notice thereof, or within forty-eight (48) hours as to default in the observance of Section 7.3; or

- (e) TENANT is declared bankrupt or insolvent according to law, or, if any assignment shall be made of TENANT's property for the benefit of creditors,
- (f) If TENANT makes any general assignment of its property for the benefit of creditors; or
- (g) If TENANT, TENANT's holding and/or parent company(ies) files a voluntary petition in bankruptcy or insolvency or applies for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereafter enacted, federal, state or otherwise, or if such petition is filed against TENANT and not be dismissed within ninety (90) days after the filing; or
- (h) If TENANT, TENANT's holding and/or parent company(ies) is/are declared bankrupt or insolvent according to law; or
- (i) If TENANT seeks a composition with its creditors by trust, mortgage, or otherwise; or
- (j) If, the TENANT fails to secure an certificate of occupancy and commence its Use of the Leased Premises within the Tenant Improvement Period as set forth in Section 2.1.1, or such greater time as the LANDLORD may, in writing, agree,

then the LANDLORD shall have the right thereafter, while such default continues, to terminate this Lease Agreement by delivering written notice thereof to TENANT, to re-enter and take complete possession of the Leased Premises, and to remove the TENANT's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

- 15.2 **Indemnification and Damages.** Without limiting the generality of Section 13.1, TENANT shall indemnify the LANDLORD against all loss of rent and other payments which the LANDLORD may incur by reason of such termination pursuant to Section 15.1 during the remainder of the Term. TENANT shall pay to LANDLORD, upon demand by LANDLORD, as liquidated damages, a sum representing the difference between the Rent for the remainder of the Term and additional charges payable hereunder for the remainder of the Term of this Lease Agreement and the fair rental value of the Leased Premises for the same period. If TENANT defaults, LANDLORD shall make best efforts to mitigate damages. If the TENANT shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on TENANT's part to be observed or performed under or by virtue of any of the provisions of any article of this Lease, LANDLORD, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the TENANT. If LANDLORD makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to LANDLORD by TENANT as additional rent.

Article 16
Notice

- 16.1 **General.** Except as otherwise provided herein, any notice from LANDLORD to TENANT relating to the Leased Premises or to the occupancy thereof shall be deemed duly served by facsimile to the TENANT's last known principal place of business, by means of overnight delivery by U.S. express mail, federal express or similar delivery service, or by certified mail, return receipt requested, postage prepaid, addressed to the TENANT at the following address, or at such address as TENANT may from time to time advise in writing:
- 16.2 **Notice from Tenant to Landlord.** Except as provided in Article 3 herein, any notice from TENANT to LANDLORD relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by means of overnight delivery by U.S. express mail, federal express or similar delivery service, or by certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at the following address, or at such address as the LANDLORD may from time to time advise in writing:

LANDLORD:

Chief Financial Officer
City of Worcester
City Hall, Room 108
455 Main Street
Worcester, Massachusetts 01608

With a copy to:

City Manager
City of Worcester
City Hall – Room 312
Worcester, MA 01608

TENANT:

Article 17
Surrender

- 17.1 **Tenant's Surrender of Leased Premises – General.** TENANT shall at the expiration or other termination of this Lease Agreement quit and surrender to LANDLORD the Leased Premises broom clean, in good order and condition (and, as pertains fixtures,

good working order), reasonable wear and tear excepted, and shall remove all TENANT's goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by TENANT, either inside or outside the Leased Premises), and free and clear of any liens and encumbrances related to TENANT, its sublessees, assignors, and/or to its conduct during its occupation of the Leased Premises.

- 17.2 **Tenant's Surrender of Keys, Locks, and Fixtures, etc.** TENANT shall at the expiration or other termination of this Lease Agreement, deliver to LANDLORD the Leased Premises and all keys and locks thereto. All fixtures connected with the Leased Premises and all alterations and additions made to or upon the Leased Premises, whether by TENANT or LANDLORD, in the same condition as they were at the commencement of this Lease Agreement, or as they were put in during the Term hereof, reasonable wear and tear excepted.
- 17.3 **Tenant's Failure to Remove Property.** If TENANT fails to remove any of TENANT's property from the Leased Premises within fourteen (14) days after the expiration or other termination of this Lease Agreement, LANDLORD is hereby authorized, without liability to TENANT for loss or damage thereto, and at the sole risk of TENANT, to remove and store any of the property at TENANT's expense, or to retain same under LANDLORD's control as its property, or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
- 17.4 **Survival of Termination.** The provisions of Article 17 shall survive the termination of this Lease Agreement.

Article 18 **Waiver of Redemption**

- 18.1 **Waiver of Redemption – General.** TENANT hereby waives and surrenders all rights and privileges which it might have under or by reason of G.L. c. 186, Section 11, or any other present or future law, to redeem the Leased Premises or to have a continuance of this Lease Agreement after the Term hereof has been terminated, or TENANT has been dispossessed or ejected there from, by process of law or pursuant to the terms of this Lease Agreement or otherwise.

Article 19 **Estoppel Certificate**

- 19.1 **Execution of Estoppel Certificates.** Each Party will execute, acknowledge and deliver to the other, within ten (10) business days after request, a certificate certifying (a) that this Lease Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Lease Agreement is in full force and effect, as modified, and

stating the modifications), (b) the dates, if any, to which the basic rent has been paid, (c) whether or not there are then existing any offsets or defenses against the enforcement of any term hereof on the part of the other to be performed or complied with (and, if so, specifying the same), (d) whether or not there are any defaults under this Lease Agreement (and, if so, specifying the same), and (e) that no notice has been received by such party of any default which has not been cured.

Article 20
No Waiver by Landlord

- 20.1 **General.** No failure by LANDLORD to insist upon the strict performance of any term hereof, or to exercise any right or power of LANDLORD or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver by LANDLORD of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease Agreement, which shall continue in full force and effect, or the rights of LANDLORD with respect to any other then existing or subsequent breach.

Article 21
Remedies Cumulative

- 21.1 **General.** Each right, power and remedy of LANDLORD provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by LANDLORD of any one or more of the rights, powers or remedies provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by LANDLORD of any or all such other rights, powers or remedies.

Article 22
Quiet Enjoyment

- 22.1 **Tenant's Quiet Enjoyment.** LANDLORD agrees that so long as TENANT faithfully did and diligently performs all of its obligations under this Lease Agreement, it may peaceably and quietly hold and enjoy the Leased Premises during the Lease Term.

Article 23
Miscellaneous

- 23.1 **Landlord.** The term “LANDLORD” as used in this Lease Agreement means only the City of Worcester so that in the event of any sale or sales of the Premises, the LANDLORD shall be and hereby is entirely freed and relieved of all covenants and obligations of LANDLORD hereunder, and it shall be deemed and construed without further agreement between the parties or their successors in interest, or between the parties and the purchaser, at any such sale, that the purchaser of the Leased Premises has assumed and agreed to carry out any and all covenants and obligations of the LANDLORD hereunder.
- 23.2 **Invalidity of terms.** If any term of this Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Lease Agreement and any other application of such term shall not be affected thereby.
- 23.3 **Amendments in Writing.** No amendment to this Lease Agreement shall be effective unless it is in writing and signed by authorized representatives of all parties and is accepted by the LANDLORD.
- 23.4 **Successors and Assigns - Lease Binding Upon.** This Lease Agreement shall be binding upon and inure to the benefit of and be enforceable by LANDLORD and TENANT and their respective successors and assigns, as permitted hereunder.
- 23.5 **Entire Agreement.** This Lease Agreement, including Exhibits A, B, C, D, E, and F, and any and all documents referenced and/or incorporated herein by reference, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.
- 23.6 **Smoking Prohibited.** Under no circumstances shall smoking be permitted at any location on or about the Leased Premises.
- 23.7 **Notice of Lease.** Contemporaneous with the execution of this Lease, LANDLORD and TENANT shall complete and execute a Notice of Lease in the form attached hereto as Exhibit E.
- 23.8 **Exhibits.** The following documents are attached hereto and incorporated herein by reference:
- (a) Exhibit A, entitled “Leased Premises;”
 - (b) Exhibit B, entitled “Tenant Improvements;”
 - (c) Exhibit C, entitled “Rent Breakdown;”
 - (d) Exhibit D, entitled Tenant’s Authorized Use;”
 - (e) Exhibit E, entitled Historic Structure Renovation Requirements;” and

(f) Exhibit F entitled “Notice of Lease.”

- 23.10 **Governing Law.** This Lease Agreement and all incorporated exhibits are to be construed as a Massachusetts contract, to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto. All parties hereby agree to the personal jurisdiction of any federal or state court located in Worcester County, Massachusetts, and waive any objection based on forum non-conveniens with respect to any action arising out of or relating to this Lease Agreement.
- 23.11 **Authority.** If either party hereto is a corporation, trust, limited liability company, or general or limited partnership, each individual executing this Lease Agreement on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease Agreement on its behalf. If it is a corporation, trust, limited liability company, or partnership, TENANT shall promptly after request by LANDLORD, deliver to LANDLORD evidence satisfactory to LANDLORD of such authority.
- 23.12 **Article Titles and Paragraph Headings.** The titles of the Articles and the headings of the Sections (and any of their respective Subsections) contained herein are for convenience in reference only, and are not intended to define, extend, or limit the scope of any provisions of the Lease Agreement.
- 23.13 **Invalidity of Particular Provisions.** If any term, covenant, condition or provision of this Lease Agreement, or the application thereof to any person or circumstance, shall be declared invalid, or unenforceable in a final arbitration or judicial award, the remaining terms, covenants, conditions and provisions of this Lease Agreement and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties.
- 23.14 **Counterparts.** This Lease Agreement may be executed in any number of counterparts, each copy of which is intended to be identical, and any one of which shall be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of the other copies.
- 23.15 **Entire Agreement.** This Lease Agreement contains the entire agreement of the parties with respect to the subject matter hereof and the transactions contemplated hereby. Except as set forth herein, there are no oral or written agreements between LANDLORD or TENANT affecting this Lease Agreement.

[remainder of page intentionally blank/signature page to follow]

IN WITNESS WHEREOF, LANDLORD and TENANT have hereunto set their hands and seals as of this _____ of _____, 20__.

RECOMMENDED:
Executive Office of Economic Development

[TENANT]

Michael E. Traynor, Esq.
Chief Development Officer

Name:
Title:

Approved as to form:

CITY OF WORCESTER

Karen A. Meyer
Assistant City Solicitor

Edward M Augustus, Jr.
City Manager

DRAFT

EXHIBIT A
LEASED PREMISES

DRAFT

EXHIBIT B
TENANT IMPROVEMENTS

DRAFT

EXHIBIT C
RENT BREAKDOWN

DRAFT

EXHIBIT D
TENANT'S AUTHORIZED USE

DRAFT

EXHIBIT E
Historic Structure Renovation Requirements

DRAFT

EXHIBIT F
NOTICE OF LEASE

DRAFT

NOTICE OF LEASE

In accordance with the provisions of Massachusetts G. L. c. 183, §4, notice is hereby given that the City of Worcester, with a Massachusetts municipal corporation with an address of 455 Main Street, Worcester, Massachusetts 01608 (the "Landlord"), and _____ with a principal place of business at _____ (the "Tenant"), have executed a Lease as follows:

Date of Execution: _____

Description of Leased Premises:

Term of Lease: The term of the Lease commences on _____ and ends on _____.

Marginal reference requested to _____.

Witness the execution hereof under seal by the parties to said lease:

LANDLORD:

TENANT:

CITY OF WORCESTER

Edward M. Augustus, Jr.
City Manager

By: _____

Title: _____

Approved as to form:

Karen A. Meyer, Assistant City Solicitor
City of Worcester

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss:

On this ____ day of _____, 20__, before me, the undersigned notary public personally appeared _____, _____ for _____, proved to me through satisfactory evidence of identification, being (check whichever box applied): Driver's license or other state or federal government document bearing a photographic image; Oath of affirmation of credible witness known to me who knows the above signatory, or My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss:

On this ____ day of _____, 20__, before me, the undersigned notary public personally appeared _____, _____ for _____, proved to me through satisfactory evidence of identification, being (check whichever box applied): Driver's license or other state or federal government document bearing a photographic image; Oath of affirmation of credible witness known to me who knows the above signatory, or My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of the _____ held on _____ Directors were present or waived notice,
(name of corporation) (date)
it was voted that _____ of this company be and hereby is
(officer and title)

authorized to execute contracts and bonds in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution of any contract or bond of obligation in this company's name shall be valid and binding upon this company.

A TRUE COPY,

ATTEST:

Place of Business:

I hereby certify that I am the _____ of the _____
(Title) (Name of Corporation)
that _____ is the duly elected _____
(Name of Officer) (Title)

of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: _____

Name/Title: _____

Date: _____

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS.

On this ____ day of _____, 2019, before me the undersigned notary public, personally appeared _____, who proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

TAX CERTIFICATION

DATE: _____

Pursuant to Mass. G.L. c. 62C, Section 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature: _____

Print below signature line name and title
of Individual or Corporate Officer (as applicable)

Company Name

Address: _____

Tel No. _____

SOCIAL SECURITY NUMBER
OR
FEDERAL IDENTIFICATION NUMBER