

Request for Bids Property Sale and Development



***146 Goddard Memorial Drive
Worcester, Massachusetts***



**Edward M. Augustus, Jr.
City Manager**

**Peter Dunn
Chief Development Officer**

***Project Manager:*
Paul Morano
Asst. Chief Dev. Officer, Special Projects**

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 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 vocational 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 over \$3.0 billion of public and private projects currently planned, under construction, or recently completed. The City of Worcester and Worcester Redevelopment Authority are leading a major development initiative with \$240 million of public and private investment into the Canal District. This 18 acre development currently underway includes the relocation of the Triple-A affiliate of the Boston Red Sox to Worcester, 350 market rate apartments, a new hotels, 65,000 square-feet of new retail space, and major infrastructure improvements. In addition, the CitySquare initiative successfully transformed a failing downtown mall into mixed-use redevelopment including the Saint Vincent Cancer & Wellness Center, an AC Hotel by Marriott, a 200,000 square-foot office building, and a 365-unit market-rate residential development. The Hanover Theatre for the Performing Arts draws more than 200,000 visitors annually to the Downtown Theatre District and the City's DCU Convention Center & Arena completed a \$30 million makeover and draws over 500,000 visitors annually. The life sciences sector continues to expand and thrive, from Gateway Park, a public-private partnership with WPI consisting of more than 250,000 of life science space; UMass Medical School with its 500,000 square foot Albert Sherman Center and new 350,000 square foot research building underway; the UMass Medicine Science Park with nearly 500,000 square feet of fully occupied lab space, and now the Reactory, a 44-acre bio-manufacturing park under development.

The city of Worcester has emerged as a premier destination in New England to live, work and play. All across the city, in the downtown and throughout the neighborhoods, people are finding Worcester to be a wise investment. Come join our renaissance!

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

ISSUANCE DATE: December 6, 2021

Christopher J. Gagliastro, Purchasing Director

**REQUEST FOR BIDS
RFB No. 7736-W2**

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

RFB TITLE: Property Sale and Development – 146 Goddard Memorial Drive

All bids 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 sale the real property located at 146 Goddard Memorial Drive. The City is seeking a qualified Purchaser/Developer to develop the property. The successful bidder will be assigned Preferred Developer status, at which time documents will be drafted regarding the transfer and development of this property in accordance with the terms of this Request for Bids (“RFB”).

The site is zoned Airport District (A-1). 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
146 Goddard Memorial Drive	56-010-00003	6.0 acres	A-1

Bids are due at the City of Worcester Purchasing Department, Room 201, City Hall, Worcester, Massachusetts 01608 no later than 10:00 A.M. on January 19, 2022.

2. Bids to purchase the property must include a certified check made payable to the “City Treasurer, City of Worcester” in the amount of 10% of the proposed purchase price as bid security. This must be submitted under separate sealed cover marked “Bid Security.” In the case of default, the surety shall be forfeited to the City as liquidated damages.

3. Any prospective Bidder 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 bid opening date. All requests are to be in writing to the Purchasing Department and are to be in duplicate. No changes will be considered or any interpretation issued unless such request is submitted to the City of Worcester within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before the scheduled bid submission date.

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

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 Bidder or in any way restrain competition. All responsible Bidders are encouraged to submit bids. 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 RFB.
 - a. The word "City" means the City of Worcester, Massachusetts.
 - b. The word "Bidder" means the person, firm, or corporation submitting a bid in response to this RFB.
 - c. The phrase "Preferred Bidder" means the Bidder that is selected through this RFB.
 - d. The phrase "Purchaser/Developer" means the Preferred Developer that takes title to the property offered for sale through this RFB.
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 RFB.
7. Each proposal must remain in effect for 120 days from the deadline for submission. The City will decide upon acceptance within 120 days of submission.
8. The requirements of this RFB are binding and not subject to negotiations. The City reserves the right to accept or reject any or all of the proposals submitted and waive informalities and technicalities.
9. The City shall select the Proposer that has made the highest bid deemed to be in compliance with the terms of this RFB.
10. The Proposer must certify that no official or employee of the City of Worcester, Massachusetts, is peculiarly interested in this RFB or in the contract which the Purchaser/Developer offers to execute or in expected profits to arise therefrom, unless there has been compliance with the provisions of Massachusetts G.L.C. 43, Section 27, and G.L.C. 268A, §§ 3, 17, 19, 20, and 23,

and that the Proposer's bid is made in good faith without fraud or collusion or connection with any other person submitting a bid.

11. Any bid that is withdrawn after the time and date specified as the bid due date under paragraph (1) of this RFB will be subject to forfeiture of the bid security deposit required as specified in this RFB under paragraph (2).
12. It is understood and agreed that it shall be a material breach of any deed resulting from this RFB for the Purchaser/Developer to engage in any practice which shall violate any provision of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, ancestry, disability or source of income.
13. The Purchaser/Developer shall not discriminate against any qualified employee or applicant for employment because of physical disability, race, color, religious creed, national origin, sex, gender identity, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, genetic information, ancestry, disability or source of income. The Purchaser/Developer agrees to comply with all applicable Federal and State Statutes, 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; Massachusetts General Laws Chapter 151B, Section 4(1) and all relevant administrative orders and executive orders.

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

In the event of non-compliance with any of the provisions of this RFB on the part of the Proposer, the City shall impose such sanctions as it deems appropriate, including but not limited to the following:

At the sole determination of the City, any Bidder who fails to comply with the listed provisions will be deemed unacceptable as failing to adhere to the RFB Requirements and may forfeit the deposit.

14. The successful Bidder shall comply with all applicable federal, state, and local laws, ordinances, and regulations. The awarded contract 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 this property, is financially interested, directly or indirectly, any contract agreement shall be void.

16. The award to the successful Bidder 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 Bidders, including any individual or entity affiliated or closely related to such Bidder, determined to be, by the Treasurer and Collector of Taxes, not current on real estate taxes and/or water and sewer fees, which have accrued to the Bidder's properties during the time the Bidder has been the owner of record of such properties. The term "current" in the preceding sentence means that Bidder shall not owe, at the time of submission, real estate taxes, water fees, and sewer fees for all the Bidder'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 Bidder. Upon receipt of all bids, the Purchasing Department shall provide the Treasurer and Collector of Taxes with the names of all Bidders 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 Bidders are current and which are not with respect to the provisions of this paragraph. After review, the Treasurer shall then provide for the Purchasing Department the names of all Bidders determined to be current or not current.
18. The City shall disqualify from review any and all Bidders, including any individual or entity affiliated or closely related to such Bidder, 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 bids, the Purchasing Department shall provide the Building Commissioner with the names of all Bidders 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 Bidders 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 Bidders determined to be in compliance or not in compliance.
19. The Purchaser/Developer shall execute a Contract Agreement, hereinafter referred to as a Terms of Conveyance Agreement ("TOC"), with the City within 60 days from receipt of the City Manager's designation of a winning bid. This award and authorization to convey the deed is subject to a vote of the Worcester City Council. At the City's sole determination, the timeline above may be extended. The Purchaser/Developer agrees to work in good faith with the City to arrive at a viable development plan to be captured within the TOC.
20. The TOC and deed will be drafted by the City's Law Department in compliance with the terms of the RFB.
21. No amendment to the TOC shall be effective unless it is in writing and signed by authorized representatives of all parties and is accepted by the City of Worcester.
22. The Purchaser/Developer will be required to indemnify and save harmless the City of Worcester for all damages to life and property that may occur due to his or her negligence or that of his or her employees, subcontractors, agents, invitees, etc. during the duration of actions taken under the TOC or resulting deed.

23. Except for purposes of obtaining financing or involving an entity controlled by the Purchaser/Developer, the Purchaser/Developer shall not assign, transfer, sublet, convey or otherwise dispose of any 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 previous consent in writing of the City. Should the Purchaser/Developer attempt any of the above without written consent of the City, the City reserves the right to declare the Purchaser/Developer in default and terminate the TOC for cause.
24. The Purchaser/Developer shall thereafter pay the entire balance of the purchase price and accept delivery of the deed to the property, as prepared by the City's Law Department, to be conveyed at a date specified in the TOC.

**REQUEST FOR BIDS
PROPERTY SALE AND DEVELOPMENT**

**146 GODDARD MEMORIAL DRIVE
WORCESTER, MASSACHUSETTS**

INTRODUCTION

The City of Worcester, through the City Manager's Executive Office of Economic Development, is seeking bids from qualified Bidders to purchase the real property located at 146 Goddard Memorial Drive, which consists of an approximately 6.0-acre parcel of land. In accordance with current zoning rules and regulations, the lot area and frontage allows for up to a three-family residential use.

Capable bidders are invited to submit a bid that will demonstrate a commitment to the development of the property for taxable use.

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, demolition orders, or municipal liens affecting this particular property.

This RFB is open to all prospective developers capable of and qualified to meet the objectives and requirements described in the specifications below. It should be understood that each bidder is making an offer to purchase and develop this property subject to the assumptions, conditions, and contingencies identified in this RFB.

SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS

1. Development must be for a taxable or tax equivalent reuse.
2. The real property shall be transferred on an as-is basis. All environmental remediation, improvements, or construction are the responsibility of the Purchaser/Developer.
3. All proposed 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 Purchaser/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 development must respond clearly to the street surrounding the parcel: Goddard Memorial Drive.

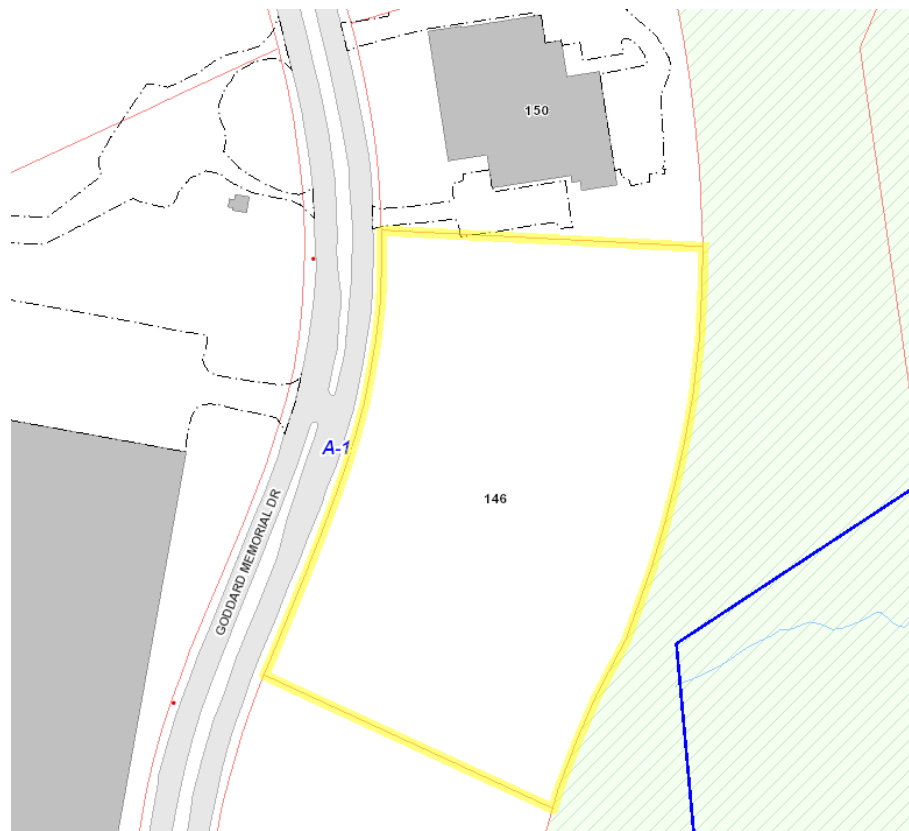
6. Development performed shall not create unnecessary disruption or impact to the surrounding land.
7. The Purchaser/Developer agrees to cooperate with and provide to the City of Worcester all necessary information required for wetlands relocation and the Massachusetts Environmental Policy Act (MEPA) permits (if necessary).
8. The sale of this 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 Purchaser/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 Purchaser/Developer will be responsible for accommodating the required on-site parking or for providing off-street parking within the direct vicinity of the parcel based on zoning requirements.
11. The Purchaser/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, 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.
12. The Purchaser/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.
13. The Purchaser/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 of Worcester makes no representation regarding the condition of the land, and is conveying the property “as is.”
14. The deed shall include a restrictive covenant requiring that if the development does not commence and/or is not completed within a specified period of time, the real estate shall automatically revert to the ownership of the City, and the City shall retain the proceeds of the sale of the property from the Purchaser/Developer. The final deed shall be prepared by the City’s Law Department. And further, if the work is not accomplished, notwithstanding reversion, the Purchaser/Developer shall reimburse the City the sum of money expended by the City for the disposition of the real estate. The City will have the option to specify certain terms and conditions within the TOC, to be incorporated into the deed, including specific

events that would cause title to the property to automatically revert back to the City in the case of non-performance on the part of the selected developer.

15. The TOC shall include any other item or restrictions determined necessary in the sole opinion of the City.

SECTION II. PROPERTY DESCRIPTION/SITE CHARACTERISTICS

The property located at 146 Goddard Memorial Drive consists of a 6.0-acre parcel of land and has approximately 575 feet of frontage along Goddard Memorial Drive. The site is zoned Airport District (A-1).



SECTION III. SUBMISSION OF BIDS:

Bids must be submitted and labeled as follows:

Purchasing Director, City of Worcester
Property Sale and Development – 146 Goddard Memorial Drive
455 Main Street, Room 201
Worcester, MA 01608
Re: RFB No. 7736-W2

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

CHECKLIST: ASSEMBLY ORDER OF BIDS

1. Price Proposal and Deposit
2. Description of the Purchaser/Developer(s)
3. Description of Proposed Reuse
4. Financial Plan(s) for the Proposed Reuse
5. Financial Statement
6. Certificate of Non-Collusion (Appendix A)
7. Certificate of Tax Compliance (Appendix B)
8. Proposer Entity Disclosure Statement (Appendix C)
9. Real Property Disclosure Statement (Appendix D)
10. REAP Program Form (see standard form in bid posting)
11. CORI Compliance Form (see standard form in bid posting)
12. Wage Theft Prevention Certification (see standard form in bid posting)
13. MWBE Program Form (if applicable, see standard form in bid posting)

PRICE PROPOSAL

PROPERTY PURCHASE
CITY OF WORCESTER
146 Goddard Memorial Drive

MINIMUM BID OF \$500,000.00

OFFER: \$ _____

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 – Real Property Disclosure Statement
5. Appendix E – Draft Example of Terms of Conveyance Agreement

APPENDIX A

Certificate of Non-Collusion

Under Massachusetts General Laws C. 40, 4B ½, the following Certification must be provided:

“The undersigned certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in any of these sections the word “person” shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.”

(Please Print) _____
Name of person signing proposal

Signature of person signing proposal Date _____

Title

Address & Zip Code

No award will be made without Proposer 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: _____

Real Property Disclosure Statement For Transactions with a Public Agency ~ M.G.L. c. 7C, s. 38

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGREEMENT, OR DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING IN TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

_____ Lessor/Landlord

_____ Lessee/Tenant

_____ Seller/Grantor

_____ Buyer/Grantee

_____ Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than then percent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) as owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary)

NAME

RESIDENCE

- (7) None of the above-named persons is an employee of the Division of Capital Asset Management & Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below. (Check NONE if none)

_____ NONE

NAME

POSITION

Signed under the penalties of perjury.

Date: _____

APPENDIX E

Terms of Conveyance Agreement

**Terms of the Conveyance of Property at 146 Goddard Memorial Drive
from the City of Worcester to _____**

Description of Property To Be Acquired: All right and title to approximately 6 acres +/- of vacant land located at 146 Goddard Memorial Drive (Assessing Parcel 56-010-00003), hereinafter “the Property.”

Seller: City of Worcester, a municipal corporation duly established under the laws of the Commonwealth of Massachusetts, having offices at 455 Main Street, Worcester, Massachusetts 01608 (“Seller”).

Buyer/Redeveloper: _____, or its designee, (“ Buyer”).

Period of Exclusivity: The Seller agrees to grant the exclusive right to discuss or negotiate with Buyer regarding its acquisition of the Property from the execution of this Terms of Conveyance (“TOC”), until _____. The Buyer shall use this period to conduct its necessary due diligence, as set forth below.

Purchase Price: The Buyer to pay the Seller _____, with adjustments at closing as provided herein.

Deposit: The Seller acknowledges that, in accordance with RFP, the Buyer has provided a 10% deposit in the amount of _____ made payable to the City of Worcester, to be held throughout the duration of the Period of Exclusivity. Such deposit shall be a credit at closing.

Due Diligence: The Buyer shall have the period from the execution of this TOC through _____, to conduct due diligence, seek a building permit(s) and applicable regulatory approvals, and to assemble financing to support the cost of the project. This due diligence period also includes the right to complete an inspection of the Property, perform engineering tests and studies and evaluate all related documentation, title, soil conditions, wetlands, asbestos and hazardous waste reports, utilities, and zoning restrictions. Seller will make available copies of all plans, permits, approvals, engineering studies, reports, and title information it has related to the Property, including engineering related to hazardous waste studies performed to determine applicability under Massachusetts state law. The Buyer shall have the sole and unconditional right at any time during this due diligence period to withdraw its offer to purchase the Property.

If the Buyer determines that it does not desire to proceed with the purchase of the Property during the due diligence period, it shall notify the Seller in writing and shall restore any damage caused to the Property as a result of the due diligence, environmental assessments or other testing conducted by or on behalf of the Buyer at the Property. Upon termination of this TOC, in accordance with this provision, the Seller shall return the Deposit and any accrued interest to the Buyer and neither party shall have any further rights pursuant to this TOC, except as may specifically survive termination. After the expiration of the due diligence period, if the Buyer terminates this TOC or fails to close for any reason, except for breach by the Seller, then the

Seller shall retain the Deposit and all accrued interest. Upon termination, any reports, plans, test results or other documents relative to said due diligence shall be provided by the Buyer to the Seller, upon Seller's request.

Time for Conveyance: The time for conveyance of title to the Property shall be no later than thirty (30) days after the Buyer receives a building permit to commence the redevelopment of the Property as contemplated herein, or upon such other date as the parties may mutually agree, provided, however, that, in any event, if the conveyance does not occur on or before _____, the Seller may elect to terminate this TOC. However, the Seller shall have no right to terminate this TOC for the period of _____ through _____, if the Buyer (i) has not, by _____, 2022, received the building permit but has pending applications to obtain such permit and is diligently pursuing such permit or (ii) receives approvals necessary to obtain such permit and any appeal or challenge to any such approval is instituted by any party other than the Buyer prior to the expiration of all applicable appeal periods and the Buyer is contesting such appeal or challenge.

Brokers: The Seller and the Buyer warrant and represent that neither has contracted nor dealt with any broker in the representation of this Property and shall indemnify the other if there are any claims made against the other in violation of this representation.

Application for Building Permit: The Buyer shall have the right to file any and all applications for building permits, or such other permits as may be reasonable related to the redevelopment of the Property as contemplated herein.

Statutory Payment: The Buyer shall pay to the Seller at closing the amount required by G.L. c. 44, § 63A.

Closing Costs: Pursuant to G.L. c. 64D § 1, no deed excise tax is due as the Seller is a party to this conveyance. The Buyer shall pay all costs in connection with recording the deed and the survey.

Conditions Precedent to Conveyance:

- City Council Votes: The Worcester City Council voted on _____, 2022 to authorize the city manager to execute a deed and all documents relevant thereto conveying all right, title, and interest of the city of Worcester to the successful proposer. A certified copy of the city council order shall be recorded with the deed.
- Easements/Title Report: The Buyer shall take title to the Property subject to all easements, encumbrances, boundary inaccuracies, or impairments of title, including any easements existing and required for street, sewer, water, or any other public purposes abutting and within the Property. The Property will be conveyed as is. The Buyer shall be responsible for obtaining any title report on the Property which it deems necessary for the transfer of title. The Seller shall have no obligation to cure any impairments of title to the Property. In the event that the title report reveals any title defect which shall be so substantial as to reasonably prevent the reconstruction of the Property as contemplated herein, the Buyer may terminate this TOC and be entitled to the return of its deposit.

- Plan of Land: The Buyer shall be responsible for obtaining any surveys or plans of land which it deems necessary for the transfer of title.
- Environmental Assessment: The Buyer shall have the right to enter upon the Property to conduct environmental assessments during the due diligence period. Upon written request, the Buyer shall deliver a copy of any such report on the environmental condition of the Property to the Seller.
- Maintenance of Property Prior to Closing: Upon the execution of this TOC, the Buyer shall be responsible for maintaining the Property and securing it against unauthorized persons. In furtherance of this responsibility, the Buyer shall have the right to enter the Property to take such actions as it deems advisable and the Buyer may acquire such insurance as it deems appropriate to protect its interest in the Property. The Buyer agrees to properly dispose of all aboveground debris within 45 days of the execution of this TOC. The Buyer shall indemnify and hold the Seller harmless from any liabilities imposed upon it as a result of the acts or omissions of the Buyer, its officers, employees, agents, and contractors, in or about the Property under this license. In the event that this TOC terminates without the transfer of title, any and all maintenance work and improvements to the Property shall become the Property of the Seller and the Buyer shall have no right to compensation or recourse against the Seller for such work, improvements, or carrying costs.

Restrictions After Conveyance:

- Use Restriction: The deed shall contain a covenant requiring the Buyer to construct _____ consistent with uses allowed within the Airport (A-1) Zone, as provided by the provisions of the Worcester Zoning Ordinance, as amended through April 27, 2021. The covenant shall also require the Buyer to develop the Property consistent with RFP # _____ and its proposal, approved by the Seller.
- Job Creation: The Buyer and its tenants agree to work with the local neighborhood development centers and the Worcester Jobs Fund to use best efforts to hire Worcester residents.
- Property Taxes: The Buyer shall reconstruct the Property for taxable purposes. The Buyer shall obtain the approval of the Seller prior to the sale of the Property to any tax-exempt entity or the commencement of any tax-exempt use of the Property.
- Design Guidelines: The Buyer shall reconstruct the Property in accordance with any regulatory restrictions imposed by the Planning Board, Zoning Board, Historical Commission, or any relevant regulatory body with jurisdiction over the Property. The Buyer will consult with the city of Worcester's Executive Office of Economic Development on final design of the building including materials, access, fenestration, and signage. The building shall be constructed in substantial conformance with the proposed materials and layout to be submitted to the Seller by the Buyer and subsequently approved by the Seller.

- Environmental Liability: The Buyer shall acquire the Property subject to any environmental conditions and liabilities as may be present at the time of closing. In consideration of the acquisition of title to the Property, the Buyer shall indemnify and hold the Seller harmless from any and all claims on account of the environmental conditions of the Property.
- Time for Commencement of Construction: The Buyer shall commence construction of the improvements on the Property within thirty (30) days after the issuance of a building permit. This provision shall survive the closing.
- Successors In Interest: The foregoing restrictions after conveyance shall be covenants running with the land for the benefit and in favor of, and be enforceable to the fullest extent permitted by law and equity, by the Seller, and its successors and assigns, against the Buyer, its successors and assigns and every successor in interest to the Property, or any part thereof or any interest therein, and any party in possession or occupancy of the Property or any part thereof, for a period of twenty (20) years from the date of the recording of the deed except only as otherwise specifically provided herein.

[remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the parties have executed this TOC by their duly authorized representatives this _____ day of _____, 2022.

CITY OF WORCESTER

BUYER

Edward M. Augustus, Jr.
City Manager

By: _____

Recommended:

Peter Dunn
Chief Development Officer

Approved as to Form:

Alexandra H. Kalkounis
Deputy City Solicitor