

*Worcester Redevelopment Authority
Request for Proposals
Property Sale and Development*



*Former "Denholm" Property
484-500 Main Street, Worcester, Massachusetts*



Michael P. Angelini
Chair

Peter Dunn
Chief Executive Officer

Special Projects Manager:
Greg Ormsby

**WORCESTER REDEVELOPMENT AUTHORITY
CITY OF WORCESTER
ROOM 402, CITY HALL
WORCESTER, MA 01608
(508) 799-1400**

ISSUANCE DATE: November 23, 2022

REQUEST FOR PROPOSALS (RFP)

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

**RFP TITLE: Property Sale and Development – Former “Denholm” Property at
484-500 Main Street, Worcester, Massachusetts**

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

1. The Worcester Redevelopment Authority (the “WRA”), in partnership with the City of Worcester (the “City”), is offering for sale the real property located at 484-500 Main Street, Worcester, Massachusetts (the “Property”). The WRA is seeking a qualified Buyer/Developer to redevelop the Property. The successful proposer of the RFP will be assigned Preferred Developer status, at which time documents will be drafted regarding the sale and development of the Property in accordance with this RFP.

The Property is zoned Business, General 6.0 (BG-6.0). Redevelopment must be consistent with permitted by-right uses and special permit uses within the zoning district and in conformance with all restrictions under Section I: Declaration of Restrictions.

Address	MBL	Property Size	Zoning
484-500 Main Street	To be consolidated as a result of condominium dissolution	Approximately 2.47 acres non-contiguous; including approximately 200,000 square feet of building space	BG-6.0; By-right uses

Proposals are due at the Worcester Redevelopment Authority, Room 402, City Hall, Worcester, Massachusetts 01608 no later than Friday, February 17, 2023 at 10:00AM.

Proposers will be able to tour the property with a WRA escort on Wednesday, December 14, 2022 at 10:00 AM. Please meet the WRA escort in the front of the building on Main Street. Proposers must RSVP in advance to development@worcesterma.gov for attendance purposes.

2. Proposals to purchase and develop the Property must include a bid bond or certified check made payable to the “Worcester Redevelopment Authority” in the amount of 5% of the proposed price 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 Any proposal withdrawn after time and date specified under paragraph 1 of this Notice to Proposers shall forfeit the proposer’s Proposal Security to the WRA as liquidated damages. Additionally, if the Preferred Developer defaults prior to execution of a Land Disposition and Development Agreement (LDDA), the WRA’s acceptance shall be null and void and the Preferred Developer’s Proposal Security shall be forfeited to the WRA 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 due date. All requests are to be in writing to the WRA via email at development@worcesterma.gov. No changes will be considered or any interpretation issued unless such request is submitted to the WRA within five (5) days (Saturdays, Sundays, and Legal Holidays excluded) before the scheduled proposal due date.

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

Mr. Greg Ormsby
Special Projects Manager
Worcester Redevelopment Authority
City Hall, 455 Main Street, Room 402
Worcester, MA 01608
Email address: development@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 WRA encourages participation by Proposers who are Minority and/or 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 project, plans and the proposed Buyer/Developer.
 - e. The phrase “Preferred Developer” means the Proposer that is selected through this RFP.
 - f. The phrase “Buyer/Developer” means the Preferred Developer that enters into a Land Disposition and Development Agreement (“LDDA”) with the WRA through this RFP.

6. All material submitted by a Proposer becomes the property of the WRA. The WRA 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 minimum requirements and restrictions of this RFP are binding and not subject to negotiations. The WRA reserves the right to accept or reject any or all of the proposals submitted and may waive minor informalities.
9. The WRA will review and analyze each proposal and reserves the right to interview Proposers. The WRA shall select the Proposer that has made the proposal best suited to the needs and goals of the WRA in the sole discretion of the WRA and deemed to be in compliance with the terms of this RFP.
10. The Proposer must certify that no official or employee of the WRA or City of Worcester, Massachusetts, is particularly interested in this proposal or in the project which the Buyer/Developer proposes 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 supplemental information and reports regarding the property that have been posted with this RFP on the WRA's webpage at <http://www.worcesterma.gov/development/wra> are provided for informational purposes only, and the WRA makes no representations or warranties regarding the condition of the Property. The Buyer/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 agreement resulting from this RFP for the Buyer/Developer to engage in any practice which will 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 Buyer/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 Buyer/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 Buyer/Developer of such statutes, ordinances rules, or regulations is presented to the Massachusetts Commission Against Discrimination (MCAD), the Buyer/Developer agrees to cooperate with the MCAD in the investigation and disposition of such complaint or claim.

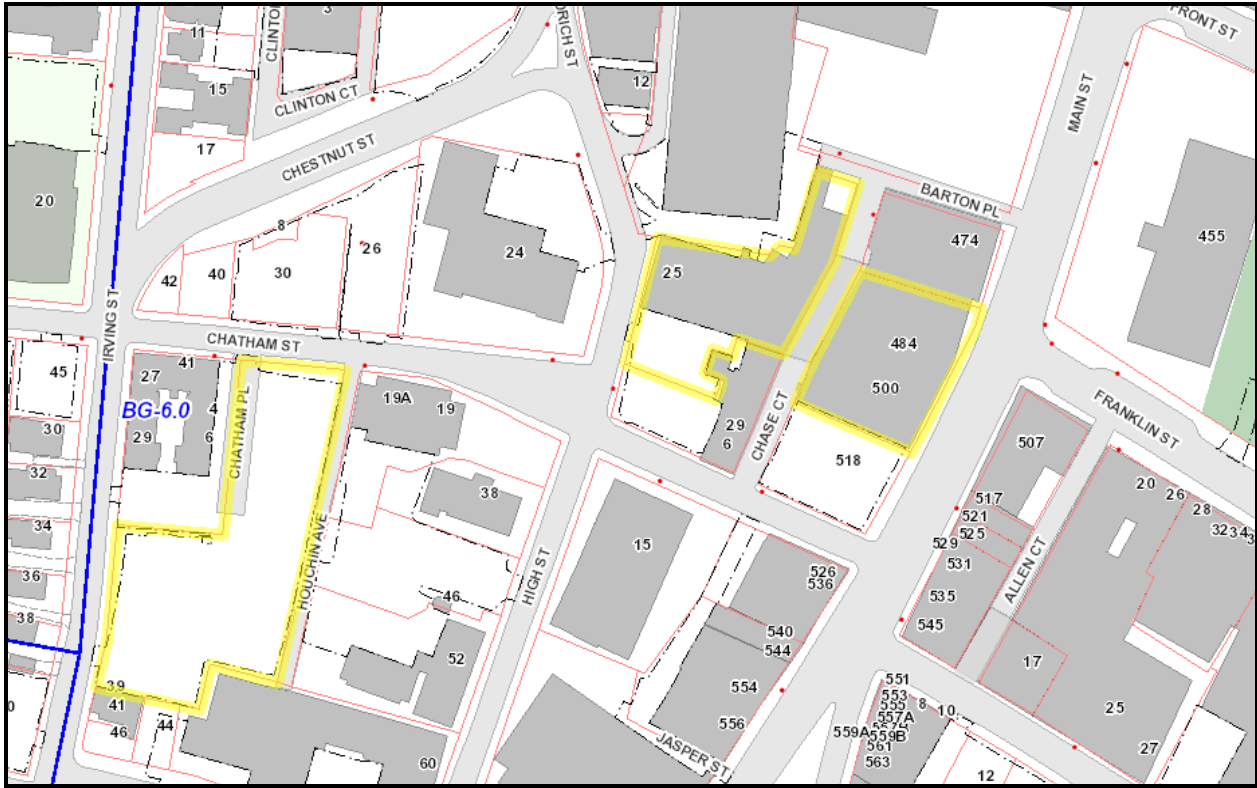
At the sole determination of the WRA, any Proposer who fails to comply with the listed provisions will be deemed as failing to adhere to the RFP Requirements and may forfeit the Proposal Security.

14. The Buyer/Developer shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including the WRA's Responsible Employer and Inclusionary Participation Policy. The awarded lease shall be governed under the laws of the Commonwealth of Massachusetts.
15. If the WRA Board members or any employee, agent, or any other officer or employee of the WRA or the City who has taken part in the disposition of the Property is financially interested, directly or indirectly, any agreement between the parties shall be void.
16. The award to the Preferred Developer may be cancelled in the event of any instance of nonperformance as may be determined by the WRA.
17. The WRA may, in its discretion, disqualify from review any and all Proposers, including any individual or entity affiliated or closely related to such Proposer, determined by the City of Worcester's 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. 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.
18. The WRA may, in its discretion, 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 City of Worcester's Building Commissioner, not in compliance with all government approvals, laws, and regulations at the time of the proposal submittal date. 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.
19. The Preferred Developer shall execute a Contract Agreement, hereinafter referred to as a Land Disposition and Development Agreement (LDDA), with the WRA within 120 days from receipt of the WRA's designation of a winning proposal. At the WRA's sole determination, the timeline above may be extended. The Preferred Developer agrees to work in good faith with the WRA to arrive at a viable reuse scenario to be described in the LDDA.

20. The LDDA will be drafted by the WRA's Chief Legal Counsel, who also serves as the City Solicitor for the City of Worcester, in compliance with the terms of the RFP, and may incorporate the terms of this RFP and of the proposal selected.
21. Prior to execution, the LDDA and the terms of the Property disposition must be approved by the Commonwealth of Massachusetts' Department of Housing and Community Development, in accordance with urban renewal statutory requirements.
22. No amendment to the LDDA shall be effective unless it is in writing and signed by authorized representatives of all parties.
23. The Buyer/Developer shall be required to indemnify and save harmless the WRA for all damage to life and property that may occur due to breach of the LDDA, as well as his or her negligence or that of his or her employees, contractors, subcontractors, agents, invitees, etc. during the duration of the LDDA and resulting Property disposition.
24. Except for purposes of obtaining financing or involving an entity controlled by the Buyer/Developer, the Buyer/Developer shall not assign, transfer, sublet, convey or otherwise dispose of the LDDA or any other 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 WRA. If the Buyer/Developer attempts any of the above without written consent of the WRA, the WRA reserves the right to declare the Buyer/Developer in default and terminate the LDDA or any other contract between the parties for cause. Notwithstanding any provision to the contrary, nothing in this paragraph or in this RFP shall grant the Buyer/Developer any right to lien or encumber any WRA property.

REQUEST FOR PROPOSALS
PROPERTY SALE AND DEVELOPMENT

**FORMER “DENHOLM” PROPERTY AT
484-500 MAIN STREET
WORCESTER, MASSACHUSETTS**



INTRODUCTION – URBAN REVITALIZATION PLAN

The Downtown Urban Revitalization Plan (URP) was initiated by the Worcester Redevelopment Authority in cooperation with the City of Worcester and the Worcester City Council. The overarching vision of the URP is to build on the current momentum of downtown revitalization through strategic public investments to cultivate a safe, vibrant downtown with a strong and sustainable economic vitality. A revitalized downtown will provide an 18-hour live, work and play environment which offers new opportunities to underperforming properties, connects people and places and capitalizes on Worcester's unique location and characteristics. The URP focuses on revitalization through publicizing arts and tourism destinations, improving the visitor experience, attracting new or expanding existing commercial and industrial users, enhancing residential quality of life and remediating brownfields to increase developable land area. The

URP was adopted in 2016 and amended in 2018, 2019, and 2022. The URP area as amended has an irregular-shaped boundary comprised of approximately 137 acres.

The URP and its amendments can be found here:

<http://www.worcesterma.gov/development/special-projects/urp>

Projects and initiatives within the URP include, but are not limited to:

- **Downtown Worcester Business Improvement District (BID)** – the BID is a 501(c)(3) non-profit organization representing the owners of 140 properties within approximately 78 acres of Downtown Worcester. The result of a comprehensive and ongoing community effort, the BID seeks to establish a vibrant, welcoming, and economically and culturally viable Downtown Worcester for all stakeholders. Through collaboration with local businesses and organizations, the BID actively promotes Downtown Worcester and all it has to offer, creating new experiences and fostering an exciting place for people to live, work, and visit. For more information visit www.downtownworcester.org
- **Polar Park** - The WRA carried out the land acquisition, site preparation, and construction of Polar Park in partnership with City of Worcester, Worcester Red Sox, and Commonwealth of Massachusetts. The minor league ballpark hosts the Triple-A affiliate of the Boston Red Sox as well as other events like Food Truck Festivals, College Baseball and Football, the Worcester Wine Festival, Corporate and Charitable Functions, and more.
- **Summit Street** – The extension of Summit Street, which is closed during Polar Park events, creates a unique experience for visitors featuring the historic Sherwood Diner, the Taste of Worcester rotation of local restaurants and chefs, the Wormtown Brewery draught beer stand, and more. The completion of Summit Street in September 2021 also marked the completion of the WooSox Loop, nearly a half-mile loop circumnavigating the ballpark which has already been utilized by local 5K walk events.
- **Rockland Trust Plaza** - The plaza provides a pedestrian connection from the Green Street Bridge along the new Canal Street and Summit Street entrance of Polar Park. The plaza also features a lawn area and a 90-foot replica of a canal as an homage to the Canal District, complete with a fountain. A statue of Tobias Boland, credited with building the Blackstone Canal in the early 1800s, will be erected in 2023.
- **Madison Properties** – As the primary private-sector development partner for the Polar Park project, Madison Properties broke ground on its first market-rate residential building in summer 2021. The development plan includes a second residential building of at least 125 market-rate units, a hotel and a lab and office building. They are also leasing the new 348-space public parking garage across from Polar Park on Green Island Boulevard.

- **Boston Capital's Table Talk Lofts** - Boston Capital acquired the former legacy Table Talk Ties site at 153 Green Street a/k/a 120 Washington Street. The entire site is approximately 4-acres. Boston Capital has been master-planning a mixed-use and mixed-income residential development plan, which will include hundreds of units of housing as well as commercial retail space. They are also re-instituting a former public street known as Spruce Street which bisects the site from Green Street to Washington Street. The first phase of the project, known as the Table Talk Lofts, consists of 83 units of affordable housing, which is set to commence construction in fall 2022.
- **The Cove** - The Cove is a proposed mixed-use, market-rate residential construction project consisting of 173-units with commercial retail on the first-floor. The location of the project is adjacent to Polar Park on the block bounded by Green Street, Plymouth Street, Gold Street and Summit Street. Estimated start date is fall 2022.
- **Main Street Reimagined** - The City recently completed and \$11+ million reconstruction of Main Street. This infrastructure project was more than just a repaving project; a 21st century Main Street, that embraces modern urban design philosophies, that is built to encourage parking your car and walking to multiple experiences, all throughout downtown. The goal was to make infrastructure investments to Main Street that complemented downtown as destination, rather than just a roadway. The streetscapes have been enhanced with several pieces of public art, commissioned by local artists, that in many ways tell the story of Worcester, and its history. These pieces contribute to the sense of place and make the pedestrian experience more inviting and interesting.
- **Carroll Plaza** - Carroll Plaza in Federal Square is a \$3.5 million reimagining of public space in the heart of the Theatre District and URP. Outside of the Hanover Theatre, the goal for the Plaza is to become a vibrant public space that will better serve the community by providing space for active use by residents, visitors and cultural partners. It will feature plantings, festoon lights, a seating area and a raised performance stage.
- **The Grid** – MG2 Group, based in Boston, has assembled several mixed-use properties in the URP and have invested significant private capital in improving those properties. MG2 has revitalized formerly vacant properties, including the former Paris Cinema and 517 Main Street, which were both targeted in the WRA's URP. The former Paris Cinema was demolished and is now home to the Worcester Beer Garden, a dynamic indoor/outdoor food and beverage establishment with entertainment offerings. 517 Main Street has been reactivated with market-rate residential units and a beautiful restoration of the building's historic façade.

PARKING INFORMATION

The URP and Downtown Worcester have several public and private parking opportunities available. In close proximity to the subject property, the City of Worcester owns and operates the following structured parking garages:

- **Federal Plaza Garage** – located at 570 Main Street across from the Hanover Theatre and just steps from 484-500 Main Street
- **Pearl-Elm Garage** – located at 20 Pearl Street, with an additional entrance on Elm Street, the City of Worcester recently completed a \$22 million investment in comprehensive updates and improvements.
- **Worcester Common Garage** – located at 3 Eaton Place, the subterranean Worcester Common Garage is part of the CitySquare initiative in the heart of downtown. The garage has elevator access directly to the AC Marriott and 110 Grill.

Each of the garages are available with a variety of pricing options, including 24/7 access.

The property subject to this RFP also has an existing surface parking lot described in further detail below.

PROPERTY DETAIL

The following studies, reports, surveys, documents are available for download on the WRA's webpage at <http://www.worcesterma.gov/development/wra>

- Condominium Reserve Study from EBI Consulting dated January 21, 2020
- Draft Pre-Demolition Hazardous Building Materials Survey from BETA Group dated February 12, 2021
- As-Is Property Appraisal from Howard S. Dono & Associates dated September 8, 2021
- As-Is Property Appraisal from O'Hara-Buthray Associates dated September 16, 2021
- Land Appraisals (Each Parcel) from Howard S. Dono & Associates, each dated March 19, 2022
- Land Appraisal (Both Parcels) from O'Hara-Buthray Associates, dated March 19, 2022
- Title Examination dated March 17, 2022 and Specimen Title Insurance Policy from Taylor Abstract Company
- Phase I Environmental Site Assessment from Wilcox & Barton dated August 17, 2022
- American Land Title Association (ALTA) Survey from Feldman Geospatial dated October 26, 2022

SECTION I. DECLARATION OF RESTRICTIONS AND REQUIREMENTS

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

2. **The Property shall be sold on an as-is basis.** The WRA makes no representation of any kind or nature regarding the condition of the Property. The Buyer/Developer shall become sufficiently familiar with the Property to make its own determination regarding the requirements and feasibility of its proposed use.
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 Buyer/Developer to obtain all necessary permits and approvals, including building permits.
4. The development is subject to site plan and design review by the WRA. Any proposed fencing, lighting, and signage must be approved, in writing, by the WRA.
5. Proposers are 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 the LDDA. Any proposal that states the WRA “must” or “shall” contribute funds or other forms of assistance will be considered a conditional proposal and shall be rejected.
6. The sale of the Property is subject to all easements existing and required for street, sewer, and water or any other public purposes in the streets abutting said Property.
7. The Property is zoned Business, General 6.0 and located within the Commercial Corridors Overlay District (Downtown Parking Subarea). Proposers should consult the City of Worcester Zoning Ordinance prior to submission.
8. The Buyer/Developer is 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.
9. In addition to indemnification provisions set forth in the LDDA, the Buyer/Developer shall indemnify and hold the WRA, 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.
10. The Buyer/Developer is solely responsible for conducting its own environmental due diligence and obtaining any necessary environmental permits and/or approvals, as well as submitting environmental reports to Massachusetts Department of Environmental

Protection (MassDEP) if necessary. The WRA makes no representation regarding the condition of the land or buildings, and is leasing the Property “as is”.

11. The Buyer/Developer is responsible for confirming the location, measurements and delineation of utilities and determining any upgrades that may be required.
12. Buyer/Developer must commit to an acceptable schedule including, but not limited to securing permits, entitlements, and approvals, commencement of development, completion of development and commencement of the use. If the Buyer/Developer fails to meet such schedule, the Buyer/Developer may be liable for damages, as defined in the LDDA.
13. Buyer/Developer shall make all reasonable efforts to minimize disruption, interference and impact to neighbors and the daily operations of surrounding businesses.

SECTION II. EVALUATION CRITERIA

1. Procedures: The WRA will select the Preferred Developer in accordance with the procedures and criteria established by this RFP. After the deadline for submission of proposals to the WRA, 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 WRA’s Chief Executive Officer, staff from the City’s Executive Office of Economic Development, and other City departments and divisions as appropriate.

Any proposal failing to satisfy any portion of this RFP, in determination of the WRA, 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 recommendation will be made to the WRA Board for a vote.

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

- a. **Proposal Letter of Intent:** Proposers must submit a Proposal Letter of Intent to Peter Dunn, Chief Executive Officer, Worcester Redevelopment Authority, City Hall Room 402, 455 Main Street, Worcester, MA 01608, indicating an offer to purchase and develop the Property. Within the Proposal Letter of Intent, the Proposer must:
 - Provide a clear statement of the Proposer’s interest in purchasing and developing the Property.
 - Include a commitment by the Proposer to comply with the terms and conditions of the RFP.
 - Include a commitment by the Proposer to act in good faith to expeditiously negotiate and execute the LDDA.

- Include an ongoing commitment, upon the execution of the LDDA, to assume responsibility for the maintenance and security of the Property until the transfer of title occurs.

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

- b. **Description of the Buyer/Developer(s):** A description of the entity submitting the proposal must include the name of all partners, corporate name(s), and dba(s) if applicable, and the principal place of business and telephone number; names and addresses of all principal investors, shareholders, and officers of the corporation, names and titles of persons with the authority to contractually bind an offer to purchase with proof of authority by corporate vote or otherwise. The description of the Proposer shall also provide the following information:

- Specific identification and description of the development team with experience and qualifications in developing, leasing, owning and managing real estate.
- A list of projects undertaken in the last ten (10) years, including whether the project was completed or not completed. For those projects undertaken and not completed, please explain the reason(s) why the project was not completed. The list must include the project location and general contractor or construction manager.
- Financial capacity to implement the proposed project.
- Experience working with the public sector.
- Experience complying with 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.
- A clear and concise statement describing how the proposed use of the Property is aligned with the objectives of the WRA's Urban Revitalization Plan.
- Description of whether the proposal is to be an adaptive reuse of the existing building, or a demolition/new construction.
- Description of the proposed project's size and scale.

- Intended use for the non-contiguous parcel (surface parking lot) and whether that is intended to be developed or used as accessory parking.
 - The estimated total project cost and proposed financing approach for the project and status of any commitments for the development and use of the property, including the names of equity investors and/or proposed sources of funds.
 - The estimated start date, schedule and phasing of the development activities (due diligence, permitting, commencement of construction) from the date the LDDA is executed.
 - The estimated completion date of the development activities (in terms of number of days or months) from the start date.
 - Anticipated building and landscape design considerations that will complement the surrounding existing land uses.
 - All other improvements that will contribute to and sustain the Property's quality.
- d. **Economic Impact:** Proposers must describe the economic benefits of the proposed project, including:
- The estimated 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. Specifically, the financial plan should include Proposer's intent to apply for any federal, state, or local incentives or other subsidies.
- g. **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.
- h. **Zoning Determination:** All Proposed development plans must show compliance with applicable zoning restrictions and requirements and must identify any special permits/variances/zone changes/approvals that the Proposer intends to seek.

- i. **Timetable:** The proposal shall provide a schedule indicating timelines for due diligence, 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.
- j. **Responsible Employer and Inclusionary Participation Policy (REIPP):** The proposal must demonstrate an understanding of the WRA's REIPP and include an affirmative statement relative to its commitment and past experience complying with related laws and policies. The REIPP is included herein as Appendix E and can also be found on the WRA's webpage here:
<http://www.worcesterma.gov/development/wra>
- k. **Price:** The monetary offer shall be submitted through a separate Price Proposal Form.

3. Comparative Evaluation Criteria: The WRA anticipates that each proposal meeting the Minimum Evaluation Criteria will be further evaluated and rated by the WRA 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." The rating and evaluation of these criteria will be at the sole discretion and determination of the WRA.

I. Property Reuse

Highly Advantageous - A proposal that most clearly demonstrates the viable, taxable reuse of the respective Property that advances the objectives of the WRA's URP as evidenced by meeting all RFP criteria and restrictions and exhibiting uses that will provide for the maximum development potential.

Advantageous - A proposal that demonstrates a viable, taxable equivalent reuse of the respective Property that advances the objectives of the WRA's URP, but does not specifically or clearly address one or more of the RFP criteria and restrictions and/or exhibit uses that will provide for the maximum development.

Not Advantageous - A proposal that does not demonstrate a viable, taxable reuse of the respective Property that either does not advance the objectives of the WRA's URP, or lacks specifics or contains unclear and/or unrealistic plans.

II. Site Preparation and Demolition (if applicable)

Proposers may consider an adaptive reuse of the existing building, or demolition / new construction. For proposals that involve demolition / new construction, Proposers should indicate whether they are willing to undertake the demolition or whether they are requesting the WRA to demolish the building. **Proposers that commit to undertaking the demolition can request a credit of \$2.5 million against the Price Proposal.**

Highly Advantageous – A proposal that includes a commitment to undertake the demolition of the building without the \$2.5 million credit against the Price Proposal, or an adaptive reuse of the existing building.

Advantageous – A proposal that includes a commitment to undertake the demolition of the building, and requests a \$2.5 million credit against the Price Proposal.

Not Advantageous – A proposal that requests the WRA to demolish the building.

III. Residential or Commercial / Employment Opportunities

This criterion is designed to help evaluate the economic impact of the project, depending on the proposed use, which may be commercial, residential, or mixed-use. The WRA will use its discretion to apply the below framework to mixed-use proposals. The WRA expects the first-floor to include some portion of retail/restaurant uses. This criterion focuses on the upper floors.

III. a. Residential Opportunities (if applicable)

Highly Advantageous – A proposal that will develop 125 or more residential units including not less than 20% of the units at income-restricted affordability and at least 10% ADA accessible units.

Advantageous – A proposal that will develop 125 or more residential units including at least 10% ADA accessible units.

Not Advantageous – A proposal that will develop fewer than 125 residential units or does not include at least 10% ADA accessible units.

III. b. Commercial / Employment Opportunities (if applicable)

Highly Advantageous – A proposal that will develop at least 150,000 square feet of commercial office space and estimated job creation of at least 200 full-time jobs.

Advantageous – A proposal that will develop at least 100,000 square feet of commercial office space and estimated job creation of at least 150 full-time jobs.

Not Advantageous – A proposal that will develop less than 100,000 square feet of commercial office space and/or estimated job creation of fewer than 150 full-time jobs.

IV. 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 either does not have letters of financial interest or otherwise does not demonstrate the Proposer’s financial capacity to complete the development.

V. 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, including a reasonable commitment to commence construction of the development within eighteen (18) months and complete the proposed project within the next twenty-four (24) months.

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, including a reasonable commitment to commence construction of the development within thirty-six (36) months and complete the proposed project within the next twenty-four (24) months.

Not Advantageous – A proposal that either does not have a development plan that demonstrates a well-planned use of the Property, development experience, or a development team that shows expertise, and/or does not include a reasonable commitment to commence construction of the development within thirty-six (36) months.

VI. Sustainable and Resilient Building Design

The WRA is a strong supporter of the City’s Green Worcester Plan goals. The Plan can be found on the City’s website here:

<http://www.worcesterma.gov/green-worcester>

The seven (7) goals most applicable to this project include:

1. Project exceeds the most recent City-adopted Building Energy Code requirements related to energy efficient building envelope.
2. Project incorporates a strategy to achieve the net-zero building goal, including high-efficiency and primarily electric heating and cooling systems.
3. Project incorporates renewable energy sources.
4. Project design includes the installation of electric vehicle (EV) charging station(s).
5. Project incorporates sustainable building materials to lower embodied carbon.
6. Project incorporates building resilience to climate change impacts (extreme storms, flooding, heat).
7. Project incorporates green stormwater infrastructure and/or sustainable landscape practices.

Highly Advantageous – A proposal that includes a clearly defined commitment to implementing a sustainable and resilient building project and advances at least four (4) goals from the above list of the Green Worcester Plan priorities.

Advantageous – A proposal that includes a willingness to consider implementing a sustainable and resilient building project and advances at least two (2) goals from the above list of the Green Worcester Plan priorities.

Not Advantageous – A proposal that does not include reference to any sustainable and resilient building features and/or does not advance goals from the above list of the Green Worcester Plan priorities.

VII. Design Considerations

Proposers are encouraged to consult the City of Worcester’s Design Guidelines. The Design Guidelines can be found on the City of Worcester’s website here:
<http://www.worcesterma.gov/development/special-projects>

Highly Advantageous – A proposal that has an aesthetic and well planned approach to the architectural design of the building that is aligned with the City of Worcester’s Design Guidelines and complements the historic integrity and scale of Downtown Worcester and the Main Street corridor. The design should also include first-floor retail or similar uses along the Main Street elevation and consider exterior pedestrian circulation and connectivity as a central design element.

Advantageous – A proposal that does not yet have a design plan, but is committed to the City of Worcester’s Design Guidelines and developing a design that complements the historic integrity and scale of Downtown Worcester and the Main Street corridor. The design should also include first-floor retail or similar uses along the Main Street elevation and consider exterior pedestrian circulation and connectivity as a central design element.

Not Advantageous – A proposal that either does not commit to the City of Worcester’s Design Guidelines, does not complement the historic integrity and scale of Downtown Worcester and Main Street corridor, or does not include first-floor retail or similar uses along the Main Street elevation.

VIII. Plan for Compliance with WRA’s Responsible Employer and Inclusionary Participation Policy (REIPP)

The WRA’s REIPP is included herein as Appendix E.

Highly Advantageous – A proposal that acknowledges and commits to taking strong and effective steps to ensure compliance with all elements of the WRA’s REIPP, including contractors and subcontractors at every tier; demonstrates past experience and compliance with the referenced laws and requirements; demonstrates past experience and compliance with similar goals for local and diverse participation in development; and provides a detailed explanation, plan and strategy for achieving compliance with the proposed project.

Advantageous – A proposal that acknowledges and commits to taking strong and effective steps to ensure compliance with all elements of the WRA’s REIPP, including contractors and

subcontractors at every tier; demonstrates past experience and compliance with the referenced laws and requirements; and demonstrates past experience with similar goals for local and diverse participation in development.

Not Advantageous – A proposal that either does not include a commitment to taking strong and effective steps to ensuring compliance with all elements of the WRA’s REIPP, including contractors and subcontractors at every tier and/or does not demonstrate past experience with similar requirements and goals for local and diverse participation in development.

SECTION III. 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) sealed 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. The non-price proposal package should contain one (1) original and two (2) copies. The packages must be labeled as follows:

Worcester Redevelopment Authority
Attn: Peter Dunn, Chief Executive Officer
Property Sale and Development – 484-500 Main Street
City Hall, 455 Main Street, Room 402
Worcester, MA 01608

Late submissions will be rejected, regardless of circumstances. The WRA 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

6. Financial Plan(s)
7. Construction Budget / Scope of Work
8. Zoning Determination
9. Project Schedule
10. Price Proposal (Separate Envelope)
11. Proposal Security (Deposit)
12. Certificate of Non-Collusion (Appendix A)
13. Certificate of Tax Compliance (Appendix B)
14. Property Entity Disclosure Form (Appendix C)

PRICE PROPOSAL

PROPERTY SALE – WORCESTER REDEVELOPMENT AUTHORITY
FORMER “DENHOLM” PROPERTY AT 484-500 MAIN STREET, WORCESTER, MA

MINIMUM BID: \$3,000,000.00

OFFER: \$ _____

Demolition Credit of \$2,500,000.00: _____ Yes _____ No

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 – Draft Land Disposition and Development Agreement
5. Appendix E – WRA’s Responsible Employer & Inclusionary Participation Policy

APPENDIX A

Certificate of Non-Collusion

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 Address _____

City or Town _____

State _____ Zip Code _____

Tel. No. _____ Fax No. _____

SSN or EIN: _____

Certified by State Supplier Diversity Office (SDO):

No _____ Yes _____ Date of Certification _____

Failure to complete this form may result in rejection of bid.

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.N. 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

Draft Land Disposition and Development Agreement

LAND DISPOSITION & DEVELOPMENT AGREEMENT

This Agreement ("**Agreement**") made this _____ day of _____, 2022, by and between the **WORCESTER REDEVELOPMENT AUTHORITY**, a body politic and corporate established pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts and with a principal place of business located at 455 Main Street, 4th Floor, Worcester, Massachusetts, 01608, ("**WRA**") and _____, a _____ corporation having its offices at _____, _____, MA _____, or its nominee ("**Developer**").

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

PREPARATION OF THE PROPERTY FOR DEVELOPMENT

SECTION 101 – PROPERTY DESCRIBED

Subject to all the terms, covenants and conditions of this Agreement, WRA agrees to sell and Developer agrees to purchase the land designated as 484-500 Main Street and shown on a plan attached hereto as Exhibit A, such Property (as defined below) to comprise a total of approximately 2.47 acres, together with any rights, privileges, easements, hereditaments, fixtures and appurtenances thereto, are more particularly described in Exhibit B, attached hereto (said parcel being hereinafter collectively referred to as the "**Property**"). The Property and the Improvements (as hereinafter described) are sometimes together referred to herein as the "**Project**."

SECTION 102 –DUE DILIGENCE PERIOD

(a) **Due Diligence Period.** Commencing upon the date of this agreement ("**Due Diligence Period**") and ending _____ () days thereafter ("**Due Diligence Expiration Date**"), Developer shall conduct such investigations as it deems necessary or appropriate to determine whether the physical and financial development and operation of the Improvements is technically and economically feasible.

(b) **Property Information.** Within ten (10) business days after the signing of this agreement, WRA shall, at no cost to Developer, provide Developer with copies of any and all documents pertaining to the Property including, but not limited to, all surveys, reports, studies, appraisals, construction plans and specifications, building permits, environmental assessments and reports, geotechnical reports, engineering reports and all documents relating to title, zoning, and/or land use restrictions or directives applicable to the Property, if any, and any rules, regulations, restrictions, expenses, charges and/or fees applicable to the Property, which it has in its possession or which may be reasonably obtained.

(c) **Right to Conduct Investigations.** During the Due Diligence Period, Developer and its invitees, agents, and contractors shall have the right to enter upon the Property and to make all inspections and investigations of the condition thereof that Developer may deem necessary or desirable in order to gather information regarding the Property and the operations, physical conditions, and all other aspects thereof, including but not limited to, soil borings, engineering and topographical studies, environmental surveys, investigations of zoning and land use restrictions applicable thereto, and conducting such other investigations as Developer deems necessary; subject, however, to reasonable terms and conditions required by the chief executive officer of WRA for entry on city property. Prior to any such entry, Developer shall obtain general liability insurance with no less than one million dollars coverage per occurrence and two million dollars in excess liability coverage and shall hold WRA harmless from any liability, claim or expense which may arise due solely to such entry; provided, however that Developer shall have no liability to WRA for any costs, expenses or liability associated with or resulting from the discovery or presence of any existing condition on or near the Property, including but not limited to, the discovery of hazardous substances or the spread thereof. WRA authorizes Developer to make all inquiries of governmental authorities with respect to the Property and the Improvements, as Developer deems reasonably necessary, to obtain the Approvals (as defined below) and to satisfy itself as to the condition of the Property and the feasibility of developing the Improvements on the Property.

(d) **Environmental.** Developer shall deliver to WRA a copy of any environmental report it receives concerning the Property. In the event any initial environmental report recommends a further study of the site be conducted or reveals a condition that is unsatisfactory to Developer, Developer may, as soon as practicable but no later than the date of the Due Diligence Report, (i) request that WRA cure such environmental condition or undertake such further environmental studies in accordance with the recommendations of the initial environmental report or (ii) terminate this Agreement by giving written notice to WRA, whereupon the Deposit shall be returned to Developer within ten (10) business days from receipt by WRA of said termination notice. If Developer elects to request WRA to cure such environmental condition, WRA shall have twenty (20) days from the date of receipt of such request within which to cure such conditions, or undertake such further studies, in a manner satisfactory to Developer, or if such condition cannot be cured within such time period, provide proof, satisfactory to Developer that WRA has undertaken such cure and will complete same at least _____ () days prior to Closing. In the event WRA fails to cure any such objection or commence such cure, or undertake such further studies within said _____ () day period as set forth above, then Developer, at Developer sole discretion, may: (1) give WRA additional time in which to cure such condition or undertake such studies, (2) accept the Property subject to all such uncured conditions, in which case such uncured conditions shall be deemed accepted by Developer, (3) terminate this Agreement by giving notice to WRA prior to Closing, whereupon the Deposit shall be returned to Developer within five (5) business days from receipt by WRA of said termination notice, or (4) Developer may undertake such further studies as recommended in the initial report. If Developer or WRA undertakes further environmental studies, Developer may elect to extend the Due Diligence Period by _____ () days. In the event such further environmental studies reveal an environmental condition which is not acceptable to Developer, or WRA's cure is unsatisfactory to Developer, Developer shall, within _____ () days after

the Due Diligence Period or any extension thereof, terminate this Agreement by giving notice to WRA, whereupon the Deposit shall be returned to Developer within five (5) business days from receipt by WRA of said termination notice.

(e) **Due Diligence Report.** No later than _____ () days after the Due Diligence Expiration Date, as the same may be extended as provided herein, Developer shall give a report to WRA. Such report shall state whether Developer, based on its inspections, investigations, and examinations of the Property and its knowledge of the financial markets, is satisfied with the economic and technical feasibility of the Project. If Developer determines in its sole discretion that the Project is not economically or technically feasible for Developer to proceed with the Project, it shall so notify WRA of such determination and the reasons therefor and this Agreement shall terminate and WRA shall return the Deposit to Developer within five (5) business days from receipt by WRA of said determination. If Developer fails to provide said response within said twenty (20) day period, as the same may be extended as provided herein, then WRA may retain the Deposit should Developer terminate this Agreement thereafter.

SECTION 103 – PERMITS & APPROVALS

(a) **Approvals.** “Approvals” shall be all permits, approvals, licenses, variances, special exceptions, easements, operating permits, site plan approvals, subdivision approvals and zoning approvals, or any other action by any governmental entity at any level, and any permits or approvals from any person or entity under any covenant, condition or restriction affecting the Property, that may be required for the lawful construction of the Project.

(b) **Approvals Period.** Developer shall have a period of _____ () days after the date of the signing of this agreement (“Approvals Period”) to obtain all Approvals. Developer shall retain such consultants as it deems necessary and, by virtue of this Agreement, shall have authority to make any application or request for approvals that WRA, as owner of the Property, would have lawful authority to make. Developer shall do such other things as may be reasonably necessary or appropriate to enable Developer to obtain the Approvals. To the extent permitted by law, WRA agrees to reasonably cooperate with Developer and furnish Developer with all necessary information and data in its possession in order to assist in the obtaining of said Approvals.

(c) **Finality of Approvals.** Developer shall not be deemed to have obtained any such Approval until such permit or approval is issued and any applicable appeal period has expired and, if appealed in a judicial, administrative or any similar type proceeding, until such proceeding is complete and the permit or approval enables the lawful construction and operation of the Project and any applicable appeal period has expired without further appeal.

(d) **Approval Requirements.** Developer shall not be deemed to have obtained any Approval if the governmental or other entity charged with issuance thereof has imposed restrictions, conditions or requirements such that the permit or approval is not satisfactory to Developer in its sole discretion. In particular, the site plan, including the location and actual placement of all structures; the final egress, ingress, pedestrian and traffic flow plans to the Property; and, all signage plans, as stated in the form of their final approval from the applicable governmental

authority or in the form thereafter modified by any appeal proceeding, must be satisfactory to Developer in its sole discretion and the electricity, telecommunications, water, public sewer, natural or propane gas, storm sewer and drainage, and all other utilities, as approved or available from appropriate providers, must, in Developer reasonable discretion, adequately serve the Property and Improvements at a reasonable expense to Developer.

(e) **Extension of Approvals Period.** In the event that any Approval has not been obtained satisfactory to Developer as set forth above, or any Approvals that have been obtained or denied are being challenged or appealed in an administrative, judicial or any similar type proceeding, then Developer may, by providing WRA with notice before the end of the Approvals Period, extend the Approvals Period for an additional _____ () days during which time Developer shall continue to endeavor to obtain the Approvals. The Approvals Period may be further extended only for such additional periods as the parties may specify by written amendment to this Agreement. If Developer has not obtained an Approval, or, if any Approval cannot be deemed final due to a pending appeal in a judicial, administrative, or any similar type proceeding, Developer may elect to: (i) extend the Approvals Period as provided above; (ii) waive the condition to Closing pertaining to Approvals by providing written notice of such waiver to WRA and close on this transaction; or (iii) terminate this Agreement by providing notice of such termination to WRA on or before the last day of the Approvals Expiration Date, as may be extended, whereupon the Deposit shall be returned to Developer within five (5) business days from receipt by WRA of said termination notice.

(f) **Conclusion of Approvals Period.** If, at the conclusion of the Approvals Period (as the same may be extended by the terms of this Agreement), Developer has not obtained the Approvals as provided herein, Developer may elect to: (i) waive the condition to Closing pertaining to Approvals by providing written notice of such waiver to WRA and close on this transaction; or (ii) terminate this Agreement by providing notice of such termination to WRA on or before the expiration of the Approvals Period, as it may be extended, whereupon the Deposit shall be returned to Developer within five (5) business days from receipt by WRA of said termination notice. If Developer fails to provide a timely response, then WRA may retain the Deposit should Developer terminate this Agreement.

ARTICLE II DEVELOPMENT PROGRAM

SECTION 201 - IMPROVEMENTS DEFINED

Developer agrees to develop the property in accordance with the requirements of the urban renewal plan approved under M.G.L. Chapter 121B, entitled Downtown Urban Revitalization Plan, adopted by the WRA in 2016 and amended in 2018, 2019 and 2022. Subject to satisfaction of all conditions precedent hereto, Developer shall design and construct the following facilities on the Property (herein referred to as the "Improvements"):

[To be Inserted]

SECTION 202 - CONCEPTUAL DESIGN

(a) **Submission.** Within ninety (90) days of the execution of this Agreement, Developer shall submit a "Conceptual Design Package" to WRA. The Conceptual Design Package shall include schematic design documents, consisting of drawings and other documents illustrating the scale of the relationship of the Project components. The Conceptual Design Package shall be consistent with the characteristics of the Property and shall include plans and information showing the anticipated Improvements, including layout and pedestrian access. The Conceptual Design shall include illustrative graphics and other informational pieces to help convey the highlights of the Project. The Conceptual Design shall include a narrative description of the exteriors (description of intended materials for use on the building exterior, roof and facade) and square footage summary for the building. The Conceptual Design Package shall show the site and interior elements in their approximate configuration and relationship and Developer may revise and refine such configurations in preparation of applications for the Approvals. In such event, Developer shall forward such revisions to WRA.

(b) **Review.** WRA shall have not more than _____ () days from the date of its receipt of the Conceptual Design Package to review the information provided by Developer and to approve the Conceptual Design Package, which approval shall not be unreasonably withheld; provided however, that such approval shall not be deemed to constitute the approval of any city board or body required to review and/or approve the same. In the event that the Conceptual Design Package is not approved by WRA, WRA shall provide written notice to Developer with its reasons therefor and Developer may resubmit the Conceptual Design Package to WRA for its approval within thirty (30) days of WRA's notice of disapproval, or at its option, Developer may terminate this Agreement by written notice thereof, whereupon the Deposit shall be returned to Developer within five (5) business days of receipt by WRA of said notice of termination. In the event Developer resubmits the Conceptual Design Package, WRA shall have fifteen (15) days to review the information provided by Developer and to approve the resubmitted Conceptual Design Package, which approval shall not be unreasonably withheld. In the event WRA should continue to deny approval of the Conceptual Design Package, WRA shall provide written notice to Developer with its reasons therefor and Developer may terminate this Agreement by written notice thereof, whereupon the Deposit shall be returned to Developer within five (5) business days of receipt by WRA of said notice of termination.

SECTION 203 - CONSTRUCTION DOCUMENTS

(a) **Submission.** Not later than _____ () days after the conclusion of the Conceptual Design approval (as the same may be extended), Developer shall submit Construction Documents consisting of drawings, specifications and other documents setting forth in detail the requirements for the construction of the Improvements, in no less detail than those submitted with its application for a building permit under the state building code.

(b) **Review.** WRA shall approve the Construction Documents if they contain no material changes to the exterior of the Improvements or the site as shown in the Conceptual Design Package, as may be revised or refined. If the Construction Documents are disapproved by WRA, written notice of such disapproval and the specific reasons therefor shall be delivered to Developer within _____ () days after submission of the Construction Documents Package.

In the event WRA disapproves the Construction Documents Package or any resubmission thereof, Developer may at its option terminate this Agreement by written notice thereof, whereupon the Deposit shall be returned to Developer within five (5) business days of receipt by WRA of said notice of termination.

(c) **Resubmission.** In the event of a disapproval by WRA, Developer shall, within _____ () days after the date Developer receives the written notice of such disapproval, resubmit Construction Documents revised to address the reasons for the disapproval by WRA in accordance with the procedure provided herein for an original submission, until the Construction Documents shall be approved by WRA or this Agreement is terminated by Developer as provided herein.

SECTION 204 - APPLICATION FOR BUILDING PERMITS

The parties acknowledge that Developer may, from time to time, apply for full and/or partial building permits for the construction of the Improvements as required under this Agreement. Except and only to the extent that changes therein have been requested by Developer and approved by WRA pursuant to this Agreement, no Improvement shall contain any change that materially deviates from the approved Conceptual Design or Construction Documents. Nothing in this Agreement shall prevent Developer from working with the city department responsible for issuing building permits and obtaining a preliminary review of any portion or portions of the Construction Documents at any time.

SECTION 205 - CONSISTENCY OF PLANS WITH DESIGN OBJECTIVES

In submitting the Conceptual Design Package and the Construction Documents to WRA, Developer shall consider and take into account any Planning and Design objectives raised by WRA (a) prior to any such submittal of the Conceptual Design Package or Construction Documents, or (b) within the applicable Approvals period. WRA shall consider in good faith such objectives in its review of and action upon the documents submitted.

SECTION 206 - CHANGES IN THE CONSTRUCTION DOCUMENTS

If, after approval of WRA, Developer desires to make any change in the Construction Documents which materially alters the design or construction of the Improvements or the Property, Developer shall submit its proposed changes to WRA and WRA shall notify Developer of its approval or disapproval of such changes in accordance with the procedures described in this Article and Developer shall have such rights regarding any such notice of approval, disapproval, or the failure to provide the same by WRA, as set forth in this Article.

ARTICLE III ACQUISITION AND DEVELOPMENT FINANCING

SECTION 301 – FINANCIAL COMMITMENT

(a) **Financial Representation.** Developer has represented that it will expend, and hereby agrees that it will expend, not less than _____ (\$_____.00) in the development, design, permitting, construction, equipping and financing of the Improvements, inclusive of the costs of acquisition of the Property (“**Development Cost**”). The funding for such expenditures will be provided as follows:

_____	:	\$ _____
_____	:	\$ _____
_____	:	\$ _____
_____	:	\$ _____

(b) **Preliminary Financing Plan.** If Developer is satisfied with the economic and technical feasibility of the Project, Developer shall include with its Due Diligence Report a preliminary financing plan. Such plan shall include a project *pro forma* demonstrating the amounts and sources of financing sufficient to design, permit, finance and construct _____. The funding for the Project may be provided through any combination of equity investment by Developer, borrowed funds which may be secured by a first mortgage lien on the Property or grant funds secured from various state and federal agencies. Developer shall include with the preliminary financing plan any financing commitments, conditional or otherwise, that it has obtained together with an estimate of the expenses of the project through to completion of construction.

(c) **Response to Preliminary Financing Plan.** No later than fifteen (15) days after receipt of Developer Preliminary Financing Plan, WRA shall deliver to Developer a written notice stating whether WRA accepts the preliminary financing plan and will continue under the terms of this agreement. If, in the exercise of its reasonable judgment, WRA determines that the plan does not adequately identify sources or amounts of funds sufficient to construct the project through to completion, or unreasonably states project expenses, WRA may reject the plan. In such event, WRA may extend its right to terminate the agreement by _____ () days to allow Developer to supplement its preliminary financing plan to meet the requirements of subsection (c) of this section. In the event WRA elects to extend its right to terminate by _____ () days, it shall so notify Developer and Developer may supplement its Preliminary Financing Plan. If Developer fails to supplement the financing plan within this _____ () day period, or fails to otherwise satisfy WRA with its supplemental materials, then WRA, at WRA’s reasonable option, may terminate this Agreement by delivering written notice to Developer within five (5) days after the expiration of the Financing Plan Extension Date, setting forth the reasons therefor, together with the Deposit, including all interest accrued thereon. If WRA fails to give any such written notice to Developer within any of the time periods set forth herein, WRA shall conclusively be deemed to have waived any objection to said Preliminary Financing Plan. From time to time after the approval of the preliminary financing plan, Developer shall provide WRA with updated reports on the status of the financing plans and any material changes in financing plans.

(d) **Final Project Financing.** Not later than _____ () days after the conclusion of the Preliminary Financing Plan period (as it may be extended), Developer shall submit to WRA, in a form and substance reasonably acceptable to WRA, a Final Financing Plan for the Project. Such submission shall include: 1) the financing commitments Developer intends to rely on at Closing;

2) a certification that all Approvals have been obtained or will be obtained prior to Closing; 3) legally binding contracts to construct the Improvements; and 4) such other evidence as a reasonable person might rely upon under similar circumstances.

(e) **Approval of Final Financing Plan.** WRA shall approve the Final Financing Plan if, in the reasonable judgment of WRA, Developer has acquired project financing necessary to close on the Property and construct the Improvements as required by this Agreement, or that the financing plan provides assurances reasonably acceptable to WRA that Developer will be able to acquire sufficient financing in order to complete construction of the Improvements as set forth herein. A written certification by Developer to WRA that the financing plan is sufficient to allow Developer to take title to the Property and construct the Improvements shall create the presumption that the financing plans satisfy the standard for approval established in the preceding sentence. In the event that WRA does not approve the plan, it shall provide written notice to Developer of the reasons for its objection and Developer shall have ten (10) business days from the receipt of such notice to respond in writing. If Developer fails to provide said response within said ten (10) day period, or, in the event a financing plan is not delivered to WRA as provided in subsection (d) above, WRA shall provide a written notice of termination of this Agreement to Developer, and shall retain the Deposit.

SECTION 302 – Intentionally Deleted

SECTION 303 – Intentionally Deleted

ARTICLE IV CLOSING

SECTION 401 – GOOD FAITH DEPOSIT

WRA and Developer agree to following schedule for the Developer’s good faith deposit (“**Deposit**”) and as security for the performance of the obligations of Developer to be performed under this Agreement: an initial _____ due at execution of this Agreement; an additional _____ due at _____ () days after execution of this Agreement;

The Deposit shall be held by WRA in an interest-bearing escrow account subject to the terms of this Agreement. The Deposit, together with all interest accrued thereon, shall be (a) duly accounted for, (b) credited against the Purchase Price at Closing, and (c) in the event of termination, paid to the party entitled thereto pursuant to the terms of this Agreement.

SECTION 402 – SURVEY & TITLE REPORT

(a) **Survey.** During the Approvals Period, Developer may cause a licensed land surveyor selected by Developer to prepare a combined boundary and topographic survey of the Property in accordance with the requirements and standards of Developer (the “**Survey**”). The Survey shall

be in a form suitable for use in conveying the Property and recording at Worcester District Registry of Deeds.

(b) **Title Commitment.** During the Approvals Period, Developer shall order a commitment for title insurance (“**Title Commitment**”) setting forth the status of title to the Property and any easements, covenants, restrictions, conditions and conditions subsequent (existing or to be created pursuant to this Agreement) disclosed by the Title Commitment, and insuring good and indefeasible title to the Property in Developer and Developer’s Lender in the full amount of the Purchase Price simultaneously with the Closing, subject only to those matters listed on the Title Commitment which are accepted to by Developer in accordance with subsection (c), together with a comprehensive endorsement and such other endorsements as may be reasonably required by Developer and/or Developer’s Lender(s).

(c) **Objections to Title and Survey Matters.** Before the end of the Approvals Period, as the same may be extended by the terms of this agreement, Developer shall deliver written notice to WRA of any matters or exceptions shown on the Survey or the Title Commitment that are not acceptable to Developer (“**Objections**”), along with a statement as to which matters shall constitute survey matters or title exceptions to which Developer accepts (“**Acceptable Matters**”).

(d) **WRA Response to Objections.** WRA shall have thirty (30) days from receipt of notice of the Objections either to cure all such objections or to provide assurances reasonably acceptable to Developer that same will be cured at or before Closing. Mortgages, deeds of trust and other liens affecting the Property shall be cleared before or at Closing by WRA or, subject to the approval of WRA, by Developer by deduction from the proceeds due to WRA. Should WRA be unable to cure or elect not to cure any and all of the Objections (except liens which shall be cured as provided above) within the 30-day period, then Developer may, at its option, either (i) accept the Property subject to all such uncured objections and proceed to close with due abatement in price or terms, in which case such uncured objections shall be deemed accepted by Developer, (ii) in the event WRA is pursuing to cure an Objection but is unable to cure such matter prior to the Closing Date, Developer may elect in its sole discretion to extend the Closing Date pending WRA’s cure, or (iii) terminate this Agreement by giving notice to WRA on or before the Closing date, in which case the Deposit shall be returned to Developer within five (5) business days from receipt by WRA of said termination notice.

(e) **Post Title/Survey Objections.** In the event a title or survey matter or exception occurs or is discovered after the date of the Survey or Title Commitment (“**Post Title/Survey Objections**”), Developer may object to such matters and/or exceptions and may give WRA notice of such objection and opportunity to cure as set forth in subsection (d) above and, in such event, Developer shall possess the three option identified in subsection (d) above should WRA not be able to cure or elect not to cure any and all of the Post Title/Survey Objections (except liens which shall be cured as provided above) within the 30-day period.

SECTION 403 – CONVEYANCE OF PROPERTY

(a) **Purchase Price** of _____ Dollars (\$ _____) (“**Purchase Price**”). The Property will be sold for the Purchase Price together with – and included with the Purchase Price – all existing rights, titles and interests of WRA in and to all improvements, sewer capacities, water capacities and other utility capacities if any, serving the Property, easements and licenses to the Property and for parking, less and except any underground storage tanks or any right, license or capacity which is not transferable by law. The purchase price for the Property shall be subject to adjustment and proration as provided herein. The Balance of the Purchase Price shall be paid to WRA in cash, certified check or by wire transfer at Closing.

(b) **Apportionments; Adjustments.** The Purchase Price shall be adjusted or apportioned as of midnight immediately preceding the Closing Date for the following items:

(1) The payment from Developer to the WRA as required by G.L. c. 44, § 63A;

(2) Utilities, including water, sewer usage, electricity, and gas, on the basis of the fiscal year for which assessed as determined by the latest available billings, unless metered and meters are read on the Closing Date or the billing therefor is transferred to Developer as of the Closing Date, in which event such charges and rents shall not be apportioned.

(3) Except as otherwise provided in this section, in the event that at the time of Closing the Property is subject to or affected by any assessment for the then current calendar year or other current tax period which is or shall be a charge or lien against the Property and which is due and payable after the Closing in installments or otherwise, then such assessment shall be deemed due and payable for purposes of this Agreement and shall be paid in full by WRA on or before the Closing.

(4) Unless otherwise provided herein, such other expenses and revenue shall be prorated in accordance with the standard practice in the Worcester District of Worcester County.

(c) **Form of Deed.** Subject to the terms and conditions of this Agreement and a vote of the WRA authorizing such conveyance, WRA shall convey and release to Developer without covenants all right, title and interest in the Property, subject to all rights, restrictions liens, encumbrances and easements of record, if any, in the Worcester District Registry of Deeds, insofar as same are now in force and applicable of any kind or nature whatsoever, including the Acceptable Matters, by release deed in accordance with the applicable laws, ordinances, rules and regulations (“**Deed**”).

(d) **Time of Sale and Conveyance.** Provided this Agreement has not been terminated as provided herein, the purchase and sale hereunder shall be closed (“Closing”) at a date and time mutually acceptable to WRA and Developer (the “Closing Date”), which shall be no later than thirty (30) days after the later of: 1) the approval of the Final Financing Plans under section 301(e) hereof; or, 2) the date Developer gives written notice of the satisfaction of all conditions set forth in sections 103 and 405(b) hereof. Each party shall notify the other from time to time of the status of its obligations pursuant to this Agreement.

(e) **Maximum Time for Sale.** Notwithstanding any provision in this Agreement for extensions of time, including the provision on excusable delays, in the event that the Closing Date shall not occur on or before _____, this Agreement shall terminate, whereupon the Deposit shall be returned to Developer.

(f) **Deliveries by WRA at Closing.** WRA shall deliver to Developer at Closing:

(1) A Release Deed conveying title to the Property free of all liens, encumbrances and tenants;

(2) A Certificate of Municipal Liens showing no amounts due against the Property;

(3) Certifications signed by WRA, each in a form acceptable to the Title Company, affirming (i) the absence of mechanics' and materialman's liens on the Property (or unconditional and properly executed lien waivers of the same in lieu thereof, where applicable), (ii) that no work has been performed or materials supplied except work performed or materials supplied on or behalf of Developer within the ninety (90) day period preceding the Closing, and (iii) the absence of rights of tenants or other parties in possession of the Property. WRA shall also deliver such other documents as the Title Company shall reasonably require.

(g) **Closing Costs.** Developer shall pay all costs (including the cost of Massachusetts documentary stamp tax on the Deed conveying the Property, for which stamps in the proper amount shall be affixed to the Deed by Developer, if necessary) in connection with recording the Deed and the Survey. Each party shall pay its own attorney's fees.

(h) **Conduct Prior to Closing.** WRA shall maintain the Property in substantially the same condition and manner as heretofore, and shall not enter into any transaction in conflict with the transactions contemplated by this Agreement. WRA shall not sell, transfer, assign, or otherwise dispose of, or pledge, mortgage, hypothecate, or otherwise encumber or lease or sublease all or any portion of the Property or any interest therein. WRA shall not take any action which would cause any of the representations and warranties herein contained to be inaccurate or untrue in any respect, and WRA agrees to keep Developer informed of the occurrence of any event which comes to its attention which may cause such representations and warranties to be materially inaccurate or untrue.

SECTION 404 - RESTRICTIVE COVENANTS AND EASEMENTS

(a) **General.** The Deed shall be subject to, and shall contain, in addition to the other provisions of the Agreement recited to be included therein, the provisions and restrictive covenants described in subsections (b) through (d) of this section, which covenants shall run with the land for the periods described herein and shall bind the parties hereto and their successors and assigns, and shall be set forth in a declaration attached hereto as Exhibit C ("**Declaration of Restrictions**") to be recorded at Closing.

(b) **Covenant.** The Deed shall contain a Covenant by which Developer shall devote the Property and the Improvements erected and to be erected thereon in accordance with the Downtown Urban Revitalization Plan as adopted by the WRA in 2016 and amended in 2018, 2019, and 2022. The covenant may provide that it may be waived, annulled, changed or modified by the mutual consent (which consent shall not be unreasonably withheld or delayed) of WRA and Developer or its successors and assigns, by written instrument duly executed by the parties as an amendment hereto and, if executed after the conveyance of the Property, by the recording of an appropriate instrument in Worcester District Registry of Deeds.

(c) **Discrimination.** The Deed shall contain a provision that no covenant, agreement, lease, conveyance or other instrument shall be effected or executed by Developer, or any of its successors or assigns, whereby the Property or any portion thereof or any of the Improvements located thereon, or any portion thereof, is restricted by Developer, or any successor or assigns, upon the basis of race, sex, religious creed, color, sexual orientation, blindness, deafness, disability or national origin in the sale, rental, lease, use, or occupancy thereof, and that Developer, and such successors and assigns, shall not discriminate upon the basis of race, sex, religious creed, color, sexual orientation, blindness, deafness, disability or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

(d) **Easements.** The Deed shall be subject to Acceptable Matters.

(e) **Property Taxes.** The Deed shall contain a provision that Developer shall develop the Property for taxable purposes and it shall be owned by a for-profit entity for a minimum of thirty (30) years.

SECTION 405 - CONDITIONS TO CONVEYANCE

(a) **Conditions to WRA Obligation to Sell.** Notwithstanding any provision of this Agreement to the contrary, WRA shall not be required to deliver the Deed or to otherwise go forward with the transfer of title or possession, unless and until Developer shall have satisfied the following conditions, which WRA or Developer, as the case may be, agrees to use commercially reasonable efforts to accomplish within the time allowed by this Agreement:

- (1) Obtained the approval of WRA of the Final Project Financing under Section 301(e);
- (2) Obtained the approval of WRA of the Construction Documents under Section 204;
- (3) Developer has not been declared, as reasonably determined by WRA, and remained in default of any of the obligations, covenants, or deadlines established by this Agreement beyond any stated cure period.

(b) **Conditions to Developer Obligation to Purchase.** Developer shall not be required to tender the Purchase Price and accept delivery of the Deed or transfer of title and possession, or otherwise go forward with construction of the Improvements, unless and until the following

conditions have been satisfied, which WRA or Developer, as the case may be, agrees to use their reasonable efforts to accomplish within the time allowed by this Agreement:

- (1) The Title Company is prepared to issue to Developer at Closing an ALTA Owner's Policy ("Title Policy") in the amount of the Purchase Price insuring good and clear title to the Property with affirmative coverage for any beneficial easements and restrictions appurtenant to the Property (existing or to be created under this Agreement) containing no exception for any interest, the termination, enforcement, exercise, or foreclosure of which could terminate or prevent the enforcement of such easement or restriction. The Title Policy shall contain as exceptions to title only Acceptable Matters with the pre-printed or standard exclusions from coverage contained in the ALTA form of title policy pertaining to survey matters, mechanic's and materialmen's statutory liens, and tenants in possession deleted, or such other exceptions which Developer has agreed to in accordance with this Agreement. The Title Policy shall contain such endorsements and such "insuring over" of title encumbrances and exceptions by the Title Company as Developer may require.
- (2) The Property shall be delivered free of all tenants.

SECTION 406 – INTENTIONALLY DELETED

SECTION 407 - WARRANTIES, REPRESENTATIONS AND COVENANTS

(a) Warranties, Representations and Covenants of WRA. WRA represents and warrants to Developer as follows, which representations and warranties shall survive the Closing:

1. WRA owns title to the Property and there are no taxes due with respect to the Property.
2. WRA has the full authority to execute and deliver this Agreement and to perform all of WRA's obligations under this Agreement.
3. There is no pending or threatened litigation against or relating to the Property or WRA's interest therein, or involving or interfering with the execution and delivery by WRA of this Agreement, or the performance by WRA of the obligations required by this Agreement to be performed by WRA.
4. There is no other purchase contract, option, lease or other contract relating to the Property or any arrangement relating to the Property or any part thereof except for this Agreement, and there is no agreement to which WRA is a party or by which WRA is bound which is in conflict with the terms of this Agreement.
5. There is no action or proceeding pending, or to WRA's actual current knowledge threatened, against WRA which challenges or impairs WRA's ability to execute or perform WRA's obligations under this Agreement.

6. No document submitted to Developer by or on behalf of WRA in connection with the Agreement and the transaction contemplated hereby contains any untrue statement of a material fact or unreasonably omits a material fact necessary to make the statements contained therein not misleading.

(b) **Warranties and Representations of Developer.** Developer represents and warrants to WRA as follows, and such representations and warranties shall survive the closing:

1. Developer has been duly organized and is a validly existing limited liability company in good standing under the laws of the Commonwealth of Massachusetts.
2. Developer, acting through its authorized officers, has the full legal power and authority and financial capacity to execute and deliver this Agreement and perform all obligations under this Agreement.
3. Developer is acquiring the Property subject to any environmental conditions and liabilities as may be presented at the time of Closing. In consideration of the acquisition of title to the Property, Developer shall indemnify and hold WRA harmless from any and all claims on account of the environmental conditions or hazardous materials at, on, under or within the Property.
4. Developer is acquiring the Property AS IS, WHERE IS and WITH ALL FAULTS. Developer acknowledges that WRA has made no representations or warranties of any kind concerning the Property whether express or implied or imposed by law unless expressly set forth herein. Developer acknowledges that it will be acquiring the Property on the basis of its own investigations.

ARTICLE V TIME FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION

SECTION 501 - COMMENCEMENT OF CONSTRUCTION

(a) Developer shall commence construction of the Improvements within _____ (__) days after the Closing Date (“**Construction Commencement Date**”) and shall prosecute to completion the construction of the Improvements no later than _____ (__) months after the Construction Commencement Date provided however that the WRA is given a schedule of construction activities for the _____ months. If the Developer is diligently pursuing completion of the construction, the WRA will grant such extensions as are necessary for the completion of construction. The covenants contained herein which pertain to the post-Closing obligations of Developer shall be set forth in a declaration to be attached hereto as Exhibit D (“**Declaration**”) for recording at Closing. The Declaration shall be extinguished by the recording of the final Certificate of Completion for the Improvements issued by WRA pursuant to Section 502 hereof.

SECTION 502 - COMPLIANCE WITH LAWS AND REGULATIONS

Developer covenants and warrants that construction of the Improvements hereunder shall be conducted in compliance with all applicable Federal, State and local codes, laws and regulations as interpreted and enforced by the relevant regulating agency or agencies, including, but not limited to wage theft, proper classification of employees, payroll tax, and workers compensation, among others.

ARTICLE VI RESPONSIBILITIES FOR CERTAIN OTHER ACTIONS

SECTION 601 - UTILITY OBLIGATIONS

It is understood that WRA shall neither be responsible for, nor bear any portion of the cost of, installing the necessary utility connections for the Improvements to be constructed on the Property by Developer or any water, sanitary sewer, and storm drain mains or other public utility lines owned by the City or by any public utility company within or without such boundaries, or electric, gas, telephone, community access television, telecommunications or other such utility lines owned by any such utility company within or without such boundaries, and that Developer shall secure any permits required for any such installation without cost or expense to WRA, provided, however, that WRA shall cooperate with Developer in its efforts to obtain such permits. Notwithstanding the foregoing, the WRA shall deliver the Property to the Developer with the current utilities to the buildings in place and uninterrupted.

ARTICLE VII CERTIFICATE OF COMPLETION

SECTION 701 - COMPLETION OF IMPROVEMENTS

The construction of the Improvements by Developer shall be deemed completed for the purposes of this Agreement when built in accordance with the Construction Documents as approved by WRA, as the same may have been changed and approved in accordance with this Agreement, and in accordance with all applicable Federal, State and local codes, laws and regulations, except for (i) minor items of work and adjustments of equipment and fixtures which can be completed after occupancy has been taken (i.e., so-called punch-list items), and (ii) landscaping and other similar work which cannot then be completed because of seasonal climatic conditions, all of which Developer agrees to complete or cause to be completed seasonably, notwithstanding the issuance of any Certificate of Completion.

SECTION 702 - ISSUANCE OF CERTIFICATE OF COMPLETION

(a) **Standard for Issuance.** Promptly after satisfactory completion of the Improvements and upon the request of Developer, WRA shall furnish Developer with an appropriate instrument certifying as to such completion (“**Certificate of Completion**”). Such Certificate of Completion shall be (and it shall be so provided in the Declaration and in the Certificate itself) a conclusive

determination of satisfaction of the terms of this Agreement and in the Declaration with respect to the obligations of Developer, and its successors and assigns, to construct the Improvements, except for those obligations that survive completion of the Improvements as expressly set forth in Article VIII. Such Certificate of Completion shall be issued notwithstanding punch-list items and work that cannot then be completed on account of seasonal climatic conditions, and is subject to Developer agreement to complete such matters seasonably as set forth herein.

(b) **Recordable Form.** Any Certificate of Completion provided for in this Article shall be in such form as will enable it to be recorded in Worcester District Registry of Deeds.

ARTICLE VIII RESTRICTIONS ON CONVEYANCE

SECTION 801 - COVENANTS BINDING UPON SUCCESSORS IN INTEREST

It is intended and agreed, and the Deed and Declaration, as the case may be, shall so expressly provide, that the restrictions and covenants provided in Section 404 (b), (c) and (d) hereof, shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by WRA, and its successors and assigns, against Developer, 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.

SECTION 802 – ENFORCEMENT RIGHTS OF WRA

In amplification, and not in restriction of, the provisions of Section 404 (b), (c) and (d), and Section 801 hereof, it is intended and agreed that WRA and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in Section 404 (b), (c) and (d), and Section 801 hereof, both and in their or its own right and also for the purposes of protecting the interests of any other party, public or private, in whose favor or for whose benefit covenants have been provided. Such covenants shall (and the Deed or Declaration as appropriate shall so state) run in favor of WRA and its successors and assigns, for the entire period during which such covenants shall be in force and effect, without regard to whether WRA has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such covenants relate. Subject to the notice and cure provisions of Article XII, WRA shall have the right, in the event of any breach of any such covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of covenant, to which it or any other beneficiaries of such covenant may be entitled.

SECTION 803 - COVENANTS ON SUBSEQUENT CONVEYANCES

(a) **Anti-Speculation.** Developer represents and agrees that it is acquiring the Property and undertaking all its duties pursuant to this Agreement for the purpose of the construction of the Improvements on the Property in accordance with the subsequent drawings and specifications as approved by WRA and in accordance with this Agreement, and not for speculation in land holding.

(b) **Subsequent Conveyances Limited.** Developer may sell, assign, lease, convey or transfer this Agreement, the Property, the Property or the Improvements, in whole or in part, to an entity that directly or indirectly through one or more intermediaries, which controls or is controlled by or is under common control with, Developer (such as, for example, a limited liability company of which Developer is, through one or more intermediaries, a member) provided that Developer submits to WRA prior to such transfer all relevant information relative to its relationship to such entity. Developer may sell, assign, lease, convey or transfer this Agreement, the Property, the Property or the Improvements, in whole or in part, to a third-party, only with the prior written consent of WRA; provided, such assignee or transferee is credit worthy and has the financial capacity to perform all obligations due under this Agreement; and, in the event of an assignment or conveyance, Developer shall thereafter be relieved from further liability under this Agreement. In the event Developer shall desire to assign, lease, convey or transfer, Developer shall, at least thirty (30) days prior to the effective date of such assignment, lease, conveyance or transfer, deliver to WRA the name, address and trade name of the proposed transferee, a copy of a current financial statement for such transferee, and such other information concerning the proposed transferee as WRA shall reasonably require. As a condition to any release of Developer from further liability under this Agreement in the case of an assignee, Developer shall cause the assignee to deliver an assumption of all unperformed obligations of Developer under this Agreement in form reasonably acceptable to WRA ("Assumption Agreement").

(c) **Financing Conveyances Limited.** Developer may, in order to obtain the financing necessary to acquire the Property, and to construct the Improvements on the Property, or any part thereof, use the Property and the Improvements as security for such financing by way of a mortgage or deed of trust or other instrument, or to form a joint venture or other similar entity necessary to obtain financing, if such financing or entity is contained in the financing plan submitted to WRA pursuant to Section 301 hereof and approved by WRA.

(d) **Operations Covenant.** Developer shall comply with the Operations Covenant as set forth in Section 404(b) hereof.

SECTION 804 - COVENANTS ON OPERATION OF PROJECT

Developer represents and agrees that it is acquiring the Property and undertaking all its duties pursuant to this Agreement for the purpose of completing construction of the Project and the Improvements in a manner consistent with the development program specified in Article II hereof.

ARTICLE IX RIGHTS AND DUTIES OF MORTGAGEES

SECTION 901 - MORTGAGEES NOT OBLIGATED TO CONSTRUCT

Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage granted pursuant to the financing plan submitted to WRA pursuant to Section 301 hereof, including any such holder who obtains title to the Property or any part thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through such holder, or (b) any other purchaser at foreclosure sale, other than the holder of the mortgage itself ("Holder"), shall in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate the Holder, provided, that nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize the Holder to devote the Property and/or Improvements or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted by the Deed and in this Agreement.

SECTION 902 - OPTION TO CURE DEFAULT

In the event of a default or breach prior to the completion of the Improvements by Developer, or any successor in interest, in or of any of its obligations under, or to the holder of, any mortgage or other instrument creating an encumbrance or lien upon the Property or part thereof, WRA may provide notice to Developer to cure such default or breach in accordance with section 1201, upon which if said default or breach is not duly cured as provided by section 1201, WRA shall be entitled to cure such default or breach and, in addition to and without limitation upon, any other rights or remedies to which it shall be entitled by this Agreement, operation of law, or otherwise, shall be entitled to reimbursement from Developer or successor in interest of all reasonable and verifiable costs and expenses incurred by WRA in curing such default or breach and to a lien upon the Property (or the part thereof to which the mortgage, encumbrance, or lien relates) for such reimbursement; provided, that any such lien shall be subject always to the lien of present or future advances under any then existing mortgages on the Property authorized by this Agreement.

ARTICLE X EQUAL OPPORTUNITY

SECTION 1001 - EQUAL EMPLOYMENT OPPORTUNITY

(a) **Non-Discrimination.** Developer agrees and covenants that neither it, nor the operator, or any of the contractors hired to construct the Project shall discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age, sex, sexual orientation, blindness, deafness, or disability. The aforesaid provision shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment advertising; layoff; termination, rates of pay or other forms of compensation; conditions or privileges of employment; and selection for apprenticeship. Developer shall post hereafter in a conspicuous

place, available to employees and applicants for employment, notices setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (M.G.L. Chapter 151 B).

(b) **Affirmative Action.** Developer agrees and covenants that it shall require the operator and all of the contractors hired to construct the Project (“**Project Contractors**”) to undertake in good faith affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age, sex, sexual orientation, blindness, deafness, or disability, and to eliminate and remedy any effects of such discrimination in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal opportunity in the areas of apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age, sex, sexual orientation, blindness, deafness, or disability.

(c) **Responsible Employer and Inclusionary Participation Policy.** Developer shall make strong and effective steps to comply with all elements of the WRA’s Responsible Employer and Inclusionary Participation Policy (REIPP) as appended in Exhibit E. Developer shall require and ensure that the obligations of contractors and subcontractors set forth in the REIPP be included in each contract of each contractor and subcontractor, at every tier. The Developer shall provide a copy of the contract language to the designated WRA representative prior to contract execution. Furthermore, the Developer shall take affirmative steps to monitor compliance with the REIPP and hold contractors and subcontractors responsible for the submission of weekly certified payroll documentation to the designated WRA representative. Said certified payroll documentation must include each employee’s name, address, gender and race/ethnicity. Submission of falsified certified payroll documentation, by any contractor or subcontractor at every tier, may be referred to the Office of the Attorney General for prosecution under M.G.L. c. 12, § 5B.

(d) **Site Access.** WRA shall have the right of access to the Project site during construction.

ARTICLE XI TERMINATION

SECTION 1101 – DEVELOPER BREACH BEFORE CONVEYANCE

In the event that Developer fails in a material way to perform its obligations hereunder prior to Closing and such failure is not cured (or commenced to be cured and diligently pursued thereafter) within sixty (60) days after the receipt of written notice specifying such failure, WRA shall have the right to terminate this Agreement. In such event, WRA shall be entitled to retain the Deposit as its exclusive remedy hereunder and as liquidated damages.

SECTION 1102 – WRA BREACH BEFORE CONVEYANCE

In the event that WRA fails in a material way to perform its obligations hereunder prior to Closing and such failure is not cured (or commenced to be cured and diligently pursued

thereafter) within sixty (60) days after receipt of written notice specifying such failure, Developer shall have the right: 1) to institute proceedings to compel specific performance by WRA of its obligations; or, 2) to terminate this Agreement whereby Developer shall be entitled to the return of the Deposit and sue for damages as may be provided by law.

ARTICLE XII REMEDIES AFTER CONVEYANCE OF PROPERTY

SECTION 1201 - IN GENERAL

(a) **Cure Period.** In the event of any default in or breach of this Agreement, or any of its terms and conditions, after conveyance of the Property or any part thereof by WRA to Developer, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed within thirty (30) days after delivery of such notice to cure and remedy such default or breach, and, in any event, to complete such cure within sixty (60) days after receipt of such notice, or, if such cure is not capable of being cured within such sixty day period, begun such cure and thereafter diligently pursued the same to completion in a timely manner. In case such action is not taken or not diligently completed within the prescribed time periods, the aggrieved party may, in its sole discretion, extend the time to complete the cure by written notice to the party in default or breach of its obligations or the aggrieved party shall have the remedies set forth in Sections 1201(b) and 1202 hereof, as the case may be, and such remedies shall be the sole remedies at law or in equity for any such default or breach.

(b) **Remedies.** In the event that, subsequent to the conveyance of the Property or any part thereof to Developer, WRA fails, in a material way, to perform its obligations hereunder and such failure is not cured (or commenced to be cured and diligently pursued thereafter) within sixty (60) days after the receipt of written notice specifying such failure, Developer shall be entitled to institute proceedings to compel specific performance by Developer of its obligations, and such proceeding shall be the sole remedy at law or in equity for any such default or breach.

SECTION 1202 - REMEDIES AFTER CONVEYANCE OF PROPERTY

In the event that, subsequent to the conveyance of the Property or any part thereof to Developer, Developer fails, in a material way, to perform its obligations hereunder and such failure is not cured (or commenced to be cured and diligently pursued thereafter) within sixty (60) days after the receipt of written notice specifying such failure, WRA may: (a) cure such default or breach, upon which WRA shall be entitled to reimbursement from Developer or successor in interest of all reasonable and verifiable costs and expenses incurred by WRA in curing such default or breach and to a lien upon the Property for such reimbursement; provided, that any such lien shall be subject always to the lien of present or future advances under any then existing mortgages on the Property authorized by this Agreement or, (b) institute proceedings to compel specific performance by Developer of its obligations, and such proceeding shall be the sole remedy at law or in equity for any such default or breach.

SECTION 1203 - WAIVERS

No waiver of any obligation, right, remedy or of any provision of this Agreement may be made except in writing in the form of an amendment to this Agreement duly executed by both WRA and Developer, except as otherwise specifically provided herein.

ARTICLE XIII MISCELLANEOUS

SECTION 1301 - CONFLICT OF INTERESTS

(a) **Warranties.** Developer warrants that neither it, nor its employees, agents, members, shareholders, officers, directors or trustees, have offered or attempted to offer anything of any value to any employee of WRA in connection with this Agreement. Developer further warrants that no WRA "employee", as that term is defined by M.G.L. c. 268A, section 1(g), has or will have any direct or indirect financial interest in this Agreement.

(b) **Material Breach.** Violation of this Section shall be a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by WRA without regard to any enforcement activities undertaken or completed by any enforcement agency. Termination of this Agreement pursuant to this Section shall not result in the waiver of any claims for damages WRA may have against Developer resulting from any violation by Developer of the terms of this Section.

(c) **Personal Liability Waiver.** No member, official, or employee of WRA shall be personally liable to Developer, or any successor in interest, for any default or breach by WRA, for any amount which may become due to Developer or successor under this Agreement or for any obligations to Developer under this Agreement.

SECTION 1302 - FINALITY OF APPROVALS

Where, pursuant to this Agreement, any document or proposed action by Developer is submitted by it to WRA, and Developer has been notified in writing by the chief executive officer of WRA, that the same is approved or is satisfactory, such determination shall, except as provided herein, be conclusively deemed to be a final determination by WRA with respect to such particular document or proposed action for which such approval or notice of satisfaction was given, except as expressly indicated in such notice. No approval of the city manager or the chief executive officer shall be valid or binding on any City board or commission with regulatory jurisdiction over any aspect of the Project.

SECTION 1303 - PARTIAL INVALIDITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws.

SECTION 1304 - SUCCESSORS AND ASSIGNS

The respective provisions of this Agreement shall be binding and shall inure to the benefit of, the successors and assigns of Developer and any public body or bodies succeeding to the interests of WRA, and to any subsequent grantees of any portion of the Property.

SECTION 1305 - OBLIGATIONS TO CONTINUE

Except as to obligations to be performed at or prior to the Closing, the provisions of this Agreement shall survive the Closing, but shall not survive issuance of any Certificate of Completion by WRA with respect to that portion of the Property covered by any such Certificate of Completion except to the extent stated in the Deed or such Certificate.

SECTION 1306 - EXCUSABLE DELAYS

Except for the maximum time for conveyance established by section 403(e) of this Agreement, neither WRA nor Developer, as the case may be, shall be considered in breach of its obligations with respect to the duties and obligations required to be performed hereunder in the event of delay in the performance of such obligations due to acts of God, acts of the public enemy, fires, floods, epidemics, quarantine restrictions, labor disputes, strikes, litigation, freight embargoes, and unusually prolonged and severe weather conditions (individually and collectively, an "Excusable Delay") provided, that, within thirty (30) days after Developer or WRA, as the case may be, discovers, or reasonably should have discovered, the cause for any such delay and, if before the Closing Date, reasonably prior thereto, Developer or WRA shall have notified the other party in writing of such delay, stating the cause or causes thereof; and thereupon the time of performance shall be extended for the period of delay from such cause or causes.

SECTION 1307 - TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 1308 - AMENDMENTS

This Agreement may be amended only by a written document duly executed by the parties hereto.

SECTION 1309 - TIME FOR PERFORMANCE

- (a) If any date or period for performance by Developer or WRA under this Agreement falls or expires on a Saturday, Sunday or legal holiday in the city of Worcester, said date or period shall be deemed to fall or expire on the business day next following such Saturday, Sunday or holiday.
- (b) Any period of seven (7) or fewer days shall be calculated using business days only.

(c) Whenever this agreement expressed no specific time for any consent, approval or action of WRA or Developer, such consent, approval or satisfaction shall not be unreasonably withheld or delayed.

SECTION 1310 - ESTOPPEL CERTIFICATIONS

WRA shall, with reasonable promptness, but in no event more than thirty (30) days after receipt of a written request therefor by Developer, which request has been made in connection with the closing date or equity financing of the Improvements or the Property or any portion thereof, or as may otherwise be reasonably requested, provide to any mortgagee or lender for the Improvements, a certificate in writing, as requested or applicable, that this Agreement or any particular section hereof or exhibit hereto specified by the requesting party is in full force and effect and unmodified, or in what respects the Agreement is no longer in force and effect or has been modified, and whether or not WRA has adopted any votes placing Developer in default under this Agreement and, if so, in what respects.

SECTION 1311 - OWNERSHIP OF PLANS AND TRADE SECRETS

WRA shall not use or knowingly permit any of its employees, agents, contractors, subcontractors or any persons who may have access to the prototype plans and specifications, including the exterior and interior design of the Improvements and the equipment therein, to use the same for the construction or development of any building or improvement, other than as contemplated herein. WRA further acknowledges that certain information and financial data it may receive relating to the business and operating methods of Developer may be of such a confidential nature that the unauthorized use or disclosure of which would cause immediate and irreparable injury to Developer. Developer shall identify such information prior to presenting it to WRA and WRA will, to the extent permitted by law, keep such information confidential. Upon any breach by WRA of the foregoing covenants, Developer shall have, in addition to any other remedies at law or in equity, the right to bring an action or proceeding for injunctive or other relief, in its own name or in the name of WRA, to enjoin and restrain any unauthorized use or disclosure of such information and to enforce the obligations of WRA in respect thereto.

ARTICLE XIV NOTICES AND DEMANDS

SECTION 1401 - NOTICES

(a) A notice, demand, submission of plans or other documentation or communication under this Agreement by either party to the other shall be sufficiently given or delivered if and when it is dispatched by WRA, Developer, any lender of Developer, or their respective agents or attorneys, by registered or certified mail, postage prepaid, return receipt requested, by overnight mail, or, if delivered, when delivered personally, and, in the case of Developer, is addressed to or delivered personally to:

and, in the case of WRA, is addressed to or delivered personally to:

Peter Dunn, Chief Executive Officer
Worcester Redevelopment Authority
City Hall – Room 402
455 Main Street
Worcester, Massachusetts 01608

or, such other addressees as either party may, from time to time, designate in writing and forward to the other as provided in this Section.

SECTION 1402 - REASONABLE STANDARD

Unless otherwise specifically set forth in the Agreement herein, any approval or consent of either party required hereunder shall not unreasonably withheld or delayed, and whenever in this Agreement it is provided that any document or matter is to be satisfactory to either party or may be required by either party, it shall be deemed to mean reasonably satisfactory or reasonably required, as the case may be.

ARTICLE XV COUNTERPARTS

This Agreement is executed in two (2) counterparts, each of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties set their hands under seal on the day first above written.

**WORCESTER REDEVELOPMENT
AUTHORITY**

Recommended:

Approved:

Peter Dunn
Chief Executive Officer

Michael P. Angelini
Chair

Approved as to form:

Michael E. Traynor
Chief Legal Counsel, WRA
City Solicitor, City of Worcester

DEVELOPER:

By:
Title:

LIST OF EXHIBITS TO THE LDDA

Exhibit A	Property Plan
Exhibit B	Legal Description
Exhibit C	Declaration of Restrictions
Exhibit D	Declaration
Exhibit E	Responsible Employer & Inclusionary Participation Policy

Exhibit A

**Property Plan
(to be inserted)**

Exhibit B

**Legal Description
(to be inserted)**

Exhibit C

**Declaration of Restrictions
(to be inserted)**

Exhibit D

**Declaration
(to be inserted)**

Exhibit E (LDDA)
and
Appendix E (RFP)

Responsible Employer & Inclusionary Participation Policy

RESPONSIBLE EMPLOYER & INCLUSIONARY PARTICIPATION POLICY

WHEREAS, the Worcester Redevelopment Authority was established as a public agency under chapter one hundred and twenty-one B of the General Laws to undertake projects to eliminate blighted, decadent, deteriorating and substandard areas within the city of Worcester; and

WHEREAS, the Worcester Redevelopment Authority finds and determines that it may advance the public purposes for which it was established by including certain minimum standards in construction contracts it awards directly or are awarded by developers and other entities in relation to urban renewal projects initiated by the Worcester Redevelopment Authority; and

WHEREAS, the Worcester Redevelopment Authority finds and determines that those minimum standards must include compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as standards concerning health insurance coverage; and

WHEREAS, the Worcester Redevelopment Authority hereby further finds and determines that it may further advance the public purposes which it serves by establishing inclusionary participation requirements involving minorities and women and businesses owned by minorities and women to support educational pools, mentoring programs, joint ventures and the like during the planning, construction and operational phase of urban renewal projects.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that it shall be the policy of the Worcester Redevelopment Authority that the following provisions shall apply as specified herein to the various contracts and agreements to which the Worcester Redevelopment Authority is a party:

Article I – General Policy for All Contracts

Every contract governed by this policy, including every request for proposals, shall include the following requirements:

- (1) Every contractor, at every tier, shall commit to workforce diversity and shall use best efforts to utilize 25 percent Worcester resident work hours, 38 percent people of color and indigenous people work hours and 10 percent women work hours and shall further commit to a goal of utilizing bona-fide minority firms qualified by the State Office of Minority and Women Business Assistance (SOMWBA) or a local certifying agency for at least twenty percent of the total value of contracts and subcontracts made by the contractor on account of this contract.
- (2) All persons, contractors, and businesses supplying goods and/or services to the W.R.A. shall be required to comply with Chapter 2, Sections 37 (Fair CORI

Practices), 38(Gender Identity and Expression Policy), 39(Wage Theft Prevention) and 40(Human Trafficking Recognition & Elimination Policy) of the city of Worcester Revised Ordinances of 2008, as amended from time to time.

Article II - Construction Contracts

1. The W.R.A. hereby finds and determines that its funds are most efficiently and productively spent by awarding construction contracts to firms that include and enforce provisions requiring compliance with state laws governing the payment of prevailing wages, the provision of workers compensation coverage, and the proper classification of individuals as employees and not as independent contractors, as well as state law concerning health insurance coverage. The W.R.A. hereby further finds and determines that as a consumer of construction services it is appropriate for it to exercise entrepreneurial discretion by requiring firms that are awarded such contracts to comply with this policy because a failure to comply is injurious to the life, health and happiness of individuals employed by such firms and is deleterious to the quality of life in the City where most of such individuals reside.
2. As a condition to the award of a contract, whenever the W.R.A. is procuring construction services subject to the provisions of G.L. chapter 149 and chapter 149A the following shall be incorporated into the procurement documents and made part of the specifications and contract. Every person, company or corporation shall acknowledge, in writing, receipt of said requirements with their bid or proposal.
3. All bidders or proposers and all subcontractors and trade contractors, including subcontractors that are not subject to G.L. c.149, §44F, under the bidder for projects subject to G.L. c.149, §44A(2), and, proposers under G.L. c.149A, shall as a condition for bidding or subcontracting verify under oath and in writing at the time of bidding or submittal in response to an Invitation to Bid or in any event prior to entering into a subcontract at any tier, that they comply with the following conditions for bidding or subcontracting and, for the duration of the project, shall comply with the following obligations:
 - a. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must comply with the obligations established under G.L. c.149 to pay the appropriate lawful prevailing wage rates to their employees;
 - b. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must maintain appropriate industrial accident insurance coverage for all the employees on the project in accordance with G.L. c.152;
 - c. The bidder or proposer and all trade contractors and subcontractors under the bidder must properly classify employees as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes and income tax withholding. (G.L. c.149, §148B on employee classification);

d. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must at the time of bidding certify that, at the time employees begin work at the worksite, all employees will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration, and shall ensure that all employees working at the worksite possess such qualifications at all times throughout the duration of their work on the project and furnish documentation of successful completion of the course;

e. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must be in compliance with the health and hospitalization requirements of the Massachusetts Health Care Reform law established by Chapter 58 of the Acts of 2006, as amended, and regulations promulgated under that statute by the Commonwealth Health Insurance Connector Authority.

f. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer must make arrangements to ensure that each employee of every contractor entering or leaving the project individually completes the appropriate entries in a daily sign-in/out log. The sign in/out log shall include: the location of the project; current date; printed employee name; signed employee name; and the time of each entry or exiting. The log shall contain a prominent notice that employees are entitled under state law to receive the prevailing wage rate for their work on the project. Such sign in/out logs shall be provided to the W.R.A. on a daily basis.

g. The bidder or proposer and all trade contractors and subcontractors under the bidder or proposer, prior to bidding or, if not subject to bidding requirements, prior to performing any work on the project, shall sign under oath under oath and provide to the W.R.A. a certification that they are not debarred or otherwise prevented from bidding for or performing work on a public project in the Commonwealth of Massachusetts or in the City.

4. A proposal or bid submitted by any general bidder or by any trade contractor or subcontractor under the general bidder or proposer that does not comply with any of the foregoing conditions for bidding shall be rejected, and no subcontract for work outside the scope of G.L. c.149, §44F shall be awarded to a subcontractor that does not comply with the foregoing conditions.

5. All bidders or proposers and all trade contractors and subcontractors under the bidder or proposer who are awarded or who otherwise obtain contracts on the projects subject to G.L. c.149, §44A(2) or c.149A, shall comply with each of the obligations set forth in this policy for the entire duration of their work on the project, and an officer of each bidder or subcontractor under the bidder shall certify under oath and in writing on a weekly basis that they are in compliance with such obligations.

6. Any proposer, bidder, trade contractor or subcontractor under the bidder or proposer who fails to comply with any one of obligations set forth in this Article II for any period of time shall be, at the sole discretion of the W.R.A., subject to one or more

of the following sanctions: (1) cessation of work on the project until compliance is obtained; (2) withholding of payment due under any contract or subcontract until compliance is obtained; (3) permanent removal from any further work on the project.

7. In addition to the sanctions outlined in subsection (6) above, a proposer, general bidder or contractor shall be equally liable for the violations of its subcontractor with the exception of violations arising from work performed pursuant to subcontracts that are subject to G.L. c.149, §44F. Any contractor or subcontractor that has been determined by the City or by any court or agency to have violated any of the obligations set forth in this policy shall be barred from performing any work on any future W.R.A. projects for six months for a first violation, three years for a second violation and permanently for a third violation.

8. A contractor or a subcontractor upon a showing that it is not, despite having made a bona fide attempt, feasible to comply with the requirements of this Article II, may be granted a waiver by the W.R.A. The W.R.A. may delegate authority to grant such waivers to the city of Worcester contract compliance officer or any specifically-named individual or individuals. Any such delegate shall report all waivers granted to the W.R.A. for informational purposes on the agenda of the monthly meeting following such waiver.

9. Violations of these requirements shall be considered by the W.R.A. in awarding any future contracts as a factor in determining whether any low bidder is a “responsible” bidder under G.L. c. 149, §44A(1), or G.L. c. 30, § 39M, or whether a firm, trade contractor or subcontractor is a “qualified” firm, trade contractor or subcontractor under G.L. c. 149A, §§ 5 and 8.

Article III - Design, Engineering & Procurement Contracts

1. The W.R.A. shall require every person or entity submitting a proposal to enter into a contract for design services, engineering services, or the procurement of goods, supplies or services in excess of \$100,000, with the W.R.A. to submit with any such proposal an inclusionary participation plan containing the following elements:

- A. A report detailing the results achieved by the contractor over the prior two years to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
- B. A plan detailing the efforts to be made by the proposer during the term of the proposed contract with the W.R.A. to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.

2. Every design services, engineering services or procurement contract awarded by the W.R.A. shall contain the inclusionary participation plan submitted pursuant to section 1.B of this article as legally binding commitments of the designer, engineer or vendor enforceable with provisions allowing the W.R.A. to: 1) suspend work under the

contract until compliance is obtained; (2) withhold payment due under the contract until compliance is obtained; or, (3) in egregious cases, terminate the contract.

Article IV - Land Disposition Agreements with Developers

1. Any land disposition agreement whereby the W.R.A. agrees to convey W.R.A. property as part of the implementation of an urban renewal plan, or otherwise in the furtherance of its public purposes, wherein the value of the property exceeds \$1,000,000 shall include the following:

- A. A requirement that all the contractors and sub-contractors employed by the developer in relation to the project shall, where the amount of any such contract exceeds \$100,000 or the amount of any subcontract exceeds \$25,000, comply with the responsible employer provisions stated in Article II herein.
- B. A plan detailing the actions to be taken by the developer during the design, construction and operation of the proposed development to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
- C. A requirement that the developer make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the developer shall use documented bona fide efforts to ensure that, to the maximum practical extent, that the minimum goals set forth in Article I(1) herein are met.
- D. A requirement that the developer make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the developer in relation to the project shall:
 - (1) formally advertise notices of all employment opportunities in newspapers published in the city of Worcester and minority and Spanish language publications circulated in the city of Worcester;
 - (2) give notice of such employment opportunities to the city of Worcester and state human resource agencies and active community groups and work closely with such agencies and groups to identify women, minorities and low-income persons for employment;
 - (3) participate in existing local training programs and work with community-based training organizations, local school and educational agencies to develop new training programs to produce a pool of qualified women, minorities and low-income workers for all levels of employment;
 - (4) support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
- E. A requirement that the developer make a commitment that it will:

- (1) provide reports documenting compliance with the foregoing requirements to the W.R.A. or any committee or individual it may designate for this purpose.

Article V - Leases Involving W.R.A. Property

1. All leases involving property of the W.R.A. wherein the amount of the rental payments exceeds \$100,000 annually shall include the following:
 - A. A requirement that all the contractors and sub-contractors employed by the lessee in relation to the lease shall, where the amount of any such contract exceeds \$100,000 or the amount of any subcontract exceeds \$25,000, comply with the responsible employer provisions stated in Article II herein.
 - B. A plan detailing the actions to be taken by the lessee during the design, construction and operation of the proposed leasehold improvements to employ minorities and women, subcontract with businesses owned by minorities and women, to support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
 - C. A requirement that the lessee make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the lessee shall use documented bona fide efforts to ensure that, to the maximum practical extent, that the minimum goals set forth in Article I(1) herein are met.
 - D. A requirement that the lessee make a commitment that all contractors, subcontractors, designers, engineers and suppliers with contracts in excess of \$100,000 with the lessee in relation to the lease shall:
 - (1) formally advertise notices of all employment opportunities in newspapers published in the city of Worcester and minority and Spanish language publications circulated in the city of Worcester;
 - (2) give notice of such employment opportunities to the city of Worcester and state human resource agencies and active community groups and work closely with such agencies and groups to identify women, minorities and low-income persons for employment;
 - (3) participate in existing local training programs and work with local school and educational agencies to develop new training programs to produce a pool of qualified women, minorities and low-income workers for all levels of employment;
 - (4) support educational pools, mentoring programs, joint venturing and other creative initiatives to increase the level of participation of minorities and women in employment and new business relationships.
 - E. A requirement that the lessee make a commitment that it will:

- (1) provide reports documenting compliance with the foregoing requirements to the W.R.A. or any committee or individual it may designate for this purpose.

Article VI - Miscellaneous

1. This policy shall not apply to:
 - A. Cooperation agreements or other contracts or leases entered into with the city of Worcester;
 - B. Grant agreements or other contracts entered into with the commonwealth of Massachusetts or the United States of America;
 - C. Loans, mortgages, bonds or other instruments financing W.R.A. operations, including depository agreements with banks or other financial institutions holding W.R.A. funds.
2. The W.R.A. reserves the right to waive this policy, in whole or in part, with respect to any particular contract, agreement, lease or transaction if it deems such a waiver in the best interests of the W.R.A. and the purposes for which it was established.
3. The W.R.A. reserves the right to impose additional requirements where any particular project is of sufficient size and scope to justify additional expectations and efforts.

Adopted
September 14, 2004

Amended
July 18, 2006

Amended
October 2, 2007

Amended
March 12, 2013

Amended
October 12, 2018

Amended
December 14, 2018

Amended
September 19, 2019