

INVITATION TO BID
FOREST HILLS
PARCEL U, PARCELS V&W, PARCEL S
JAMAICA PLAIN, BOSTON, MASSACHUSETTS

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

Through

TRANSIT REALTY ASSOCIATES, LLC

**INVITATION TO BID
FOREST HILLS
JAMAICA PLAIN, BOSTON, MASSACHUSETTS**

SALE OF PARCEL U

SALE OF PARCELS V&W

LONG-TERM LEASE OF PARCEL S

JULY 2, 2008

THE MBTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

ALL OF THE TERMS, CONDITIONS, SPECIFICATIONS, APPENDICES, AND INFORMATION LISTED IN THE TABLE OF CONTENTS AND INCLUDED IN THIS REQUEST FOR PROPOSALS SHALL CONSTITUTE THE ENTIRE REQUEST FOR PROPOSALS PACKAGE AND SHALL BE INCORPORATED BY REFERENCE INTO ALL BID SUBMISSIONS.

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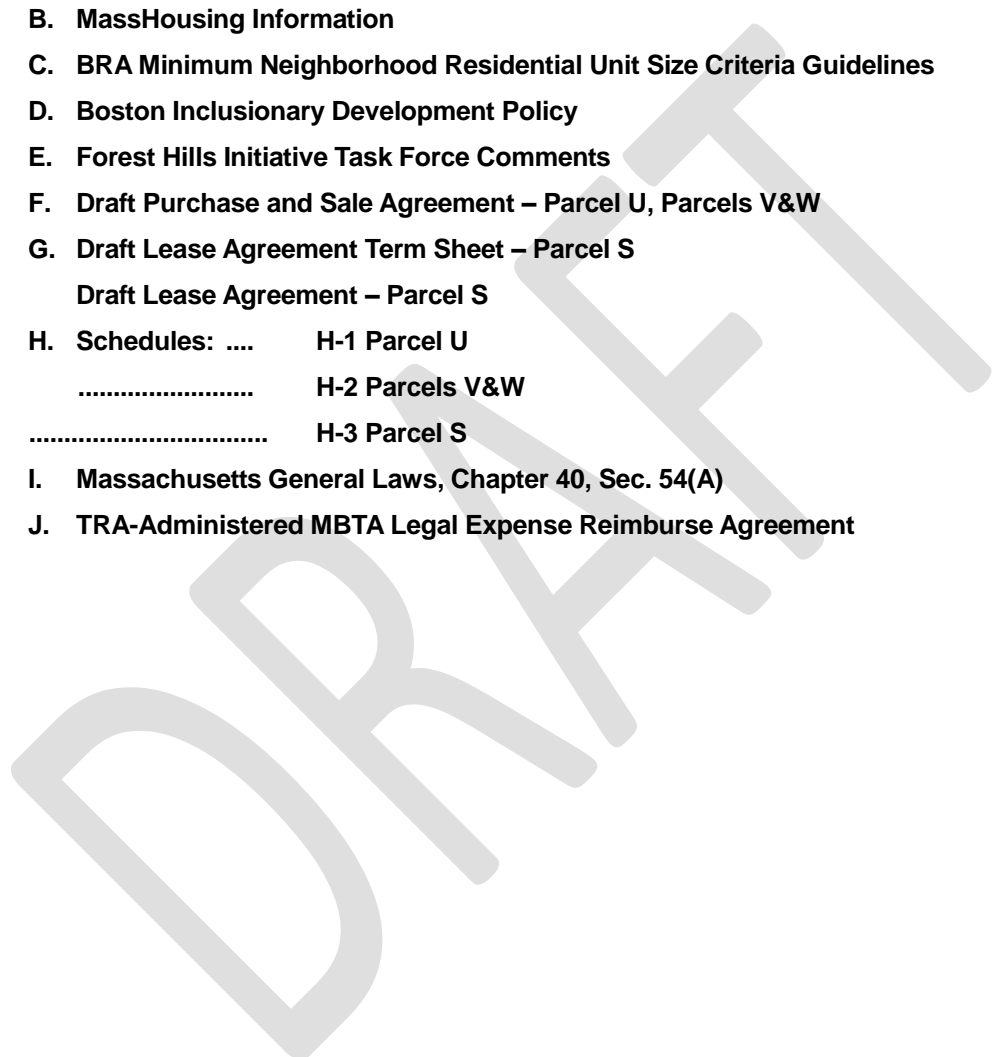
**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
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I. INVITATION TO BID

To Interested Parties:

Pursuant to Massachusetts General Laws Chapter 161A, the Massachusetts Bay Transportation Authority ("MBTA") invites interested parties to bid on MBTA property at Forest Hills located in the Jamaica Plain section of Boston, Massachusetts. The property is comprised of four parcels in three (3) offerings as follows:

- Parcel U: approximately 2.82 acres of land for sale
- Parcels V&W: approximately 1.54 acres of land for sale
- Parcel S: approximately 3.16 acres of land under an 85-year lease:

The properties are subject to all of the terms and conditions defined in this Invitation to Bid dated July 2, 2008. A copy of the Invitation to Bid may be obtained from the TRA website at www.transitrealty.com, or the MBTA's designated representative by contacting:

Transit Realty Associates, LLC ("TRA")
77 Franklin Street - 9th Floor
Boston, Massachusetts 02110
Attention: Mark W. Davis
Telephone (617) 482-2525
e-mail: MDavis@transitrealty.com

- Minimum Bid Price: Parcel U: Twenty-One Dollars and Twenty Cents (\$21.20) per square feet of land
- Minimum Bid Price: Parcels V&W: Nineteen Dollars and Five Cents (\$19.05) per square feet of land
- Minimum Bid Price: Parcel S: Forty Thousand Dollars (\$40,000) per year for the first year rent
(The accepted bid rent will be subject to CPI-U increases over the term of the lease)

All Bids must be on the Bid Forms provided in the Invitation to Bid Form Packet and contain no alterations, additional terms or conditions. Failure to submit a complete and accurate Bid as specified, alteration of the Bid Forms, the conditioning of the Bid in any manner, or failure to conform to all instructions given may result in a Bid being rejected.

All bids are due by **1:00 PM on October 15, 2008** at TRA, 77 Franklin Street, 9th Floor, Boston, Massachusetts 02110 at which time they will be publicly opened and read aloud. No submissions will be accepted after this time. A pre-bid conference will be held at **11:00 AM on September 17, 2008 at the TRA office.**

Questions may be submitted in writing by **5:00 PM on September 12, 2008** to Transit Realty Associates, LLC ("TRA") at the above address. Any formal questions submitted will be answered and posted as an amendment on the TRA website.

Should the MBTA amend or change the information in this Invitation to Bid, the information will be distributed to Registered Bidders in the form of an addendum. To become a Registered Bidder, you must obtain your Bid Forms from TRA or the TRA website www.transitrealty.com.

THE MBTA RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND RESPONSES, IN WHOLE OR IN PART, AND THEN TO ADVERTISE FOR NEW PROPOSALS OR TO OTHERWISE DEAL WITH THE PROPERTY, AS MAY BE IN THE BEST INTEREST OF THE MBTA. THE MBTA ALSO RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, MINOR DEVIATIONS, INSIGNIFICANT MISTAKES AND MATTERS OF FORM RATHER THAN SUBSTANCE AND TO SEEK CLARIFICATION OF THE PROPOSAL OR CONTRACT DOCUMENT, WHICH CAN BE WAIVED OR CORRECTED WITHOUT PREJUDICE TO OTHER OFFERORS, POTENTIAL OFFERORS OR THE MBTA. NO OFFICER OR AGENT OF THE MBTA IS AUTHORIZED TO WAIVE THIS RESERVATION.

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II. BACKGROUND INFORMATION

The MBTA has several surplus parcels of land near and at the Forest Hills MBTA Station in the Jamaica Plain section of Boston, Massachusetts. These include Parcels S, U, V & W. (the "Property" or "Parcels")

The Property is part of the remaining land after development of the Southwest Corridor project, a depression of the old elevated Orange Line underground from South Cove to Forest Hills and excess property after station renovation. The Southwest Corridor Development Plan, initially published in the fall of 1979, identifies the Property for potential development.

The Property is in an urban setting that is well situated for Transit Oriented Development given its excellent location near public transportation at the Forest Hills Station as well as street access. Transit Oriented Development ("TOD") is compact, walkable development centered around transit facilities. These developments generally include a mix of uses that incorporate housing, retail and employment uses that maximize pedestrian and public transportation opportunities. TOD is one of the approaches to the Smart Growth program promoted by the Commonwealth of Massachusetts.

Further, recent efforts of the Commonwealth and the City of Boston promote Transit Oriented Development (TOD) projects at key transportation stations such as Forest Hills. The MBTA and MassHousing, along with other state and city agencies, encourage the use of surplus public properties to increase the supply of moderate and affordable housing and to create opportunities for mixed-use development. Information on the MassHousing financing program may be found in Appendix B.

The Boston Redevelopment Authority ("BRA") is in the process of completing planning activities that are presented in the "Forest Hills Improvement Initiative: Use and Design Guidelines – Final Review Package" District Plan that includes these parcels. This Initiative supports an emerging community vision of ideal development for the community with the following principals for growth:

- Improved Traffic Patterns
- Vibrant Mixed Use District
- Community Orientation
- Green/Sustainable Development
- Green Space Assets

The Forest Hills Use & Design Guidelines – Final Review Package (Final Draft - April 22, 2008) are included in this Invitation to Bid ("ITB"). Additional information and updates may be found on the BRA website (cityofboston.gov/bra/planning/planning_initiatives – The Forest Hills Initiative).

A. NEIGHBORHOOD CHARACTERISTICS AND ACCESS

The Property is located in a vibrant mixed-use largely multi-family residential neighborhood. All the parcels are at or within easy walking distance from Forest Hills Station which is a major MBTA multi-modal facility. Bidders are encouraged to review all materials available on the BRA website.

Plans depicting the Parcels are provided in Appendix A.

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B. PARCEL DESCRIPTIONS

The Property has excellent street access to downtown Boston via Hyde Park Avenue and nearby Washington Street. In addition, there are convenient public transportation services close to the Property from the Orange Line transit and bus as well as Commuter rail at the Forest Hills Station.

Parcel U

Parcel U contains approximately 122,799 square feet of land. It is essentially a long rectangular lot providing extensive frontage along Hyde Park Avenue in Jamaica Plain, Massachusetts (the "Property"). The back of the Parcel abuts the MBTA and Shore Line rail right-of-way.

The Parcel slopes toward the tracks and is generally unimproved except by a chain link fence around the Parcel. The Parcel is bounded by the MBTA Shore Line rail right-of-way to the west, recently built mixed income housing to the east, Forest Hills Parking lot and Station to the north, and a cemetery to the south. The Parcel has been maintained as open land.

Parcels V&W

Parcels V&W are offered together as one development opportunity in one bid and therefore are discussed together.

Parcels V&W are irregular triangle shaped parcels of land near the MBTA Forest Hills Station. Parcel V contains approximately 22,976 square feet of land and is bounded by the MBTA Shore Line rail right-of-way to the east, Washington Street to the west and Ukraine Street to the north. Private properties abut to the south.

Parcel W consists of two non-contiguous parcels (Parcels w-1 and w-3) separated by land owned by the Boston Water & Sewer Commission ("BWSC"). Parcel w-1 is an irregular triangle shaped parcel containing approximately 32,821 square feet. Parcel w-3 contains approximately 11,373 square feet. The parcels are bounded by the MBTA Orange Line yard to the west, the Needham Branch Line rail right-of-way and Washington Street to the east, and private businesses to the south.

Boston Water & Sewer Commission Parcel (w-2)

The BWSC holds title to a strip of land (Parcel w-2) approximately 30 feet wide over the Stony Brook conduit traversing the parcel between Parcels w-1 and w-3 (the "BWSC Parcel") (see Appendix A). The MBTA agrees to cooperate with the Successful Bidder in acquiring title in, or an easement over, the BWSC Parcel. However, it shall be the sole responsibility of the Successful Bidder to acquire development rights to the BWSC Parcel.

In the event the MBTA is able to successfully obtain a deed or easement from the Boston Water and Sewer Commission for Parcel w-2 prior to Closing, the MBTA will add those rights as a part of the Parcels V&W offering. The Bidders for Parcels V&W must agree, as part of their bid, to purchase the BWSC Parcel w-2 along with Parcels w-1 and w-3. Further, they must agree to purchase w-2 at the same Bid Price offered in the Bid Form G and no less than the Minimum Bid price specified in this ITB.

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It should be noted that any structures to be built over the Stony Brook conduit must meet with the approval of BWSC's Chief Engineer and any such structure must be "bridged" over the conduit. The BWSC Parcel contains approximately 14,447 square feet of land.

The City of Boston has included Parcel w-2 in the Forest Hills Use and Design Guidelines – Final Review Package in the "MBTA Parcel W".

Parcel S

Parcel S generally encompasses the existing commuter parking lot, circulation area associated with the southern area of the MBTA Forest Hills Station and an upper Washington Street MBTA employee parking lot in a deck built over the active right-of-way. It contains approximately 137,800 square feet of land. The Parcel is improved with grading, asphalt circulation and parking lot and associated lighting and landscaping. The commuter lot contains approximately 200 spaces and the MBTA employee parking area contains about 40 spaces.

Parcel S provides direct pedestrian access to the station. It is bounded by the Forest Hills Station building to the north, Hyde Park Avenue to the east, Ukraine Way to the south and Washington Street to the west. The Stony Brook Conduit is located below the Parcel. A sewer easement up to 40 feet in width will be established by the MBTA for the benefit of the Boston Water & Sewer to protect the Stony Brook Conduit.

Parking and any affected MBTA Station operations need to be replaced in a manner approved by the MBTA. See Section IV. M. regarding other terms and conditions relative to development of Parcel S.

Potential Property Addition to Parcel S

It is possible that Parcel SA comprising of approximately 32,794± square feet, may be added to Parcel S in this offering. This additional area incorporates air rights over the active right-of-way. If Parcel SA is added to this offering, it would require protection of MBTA operations in the same manner as Parcel S.

Parcel SA is undergoing MBTA departmental reviews at this time. If it becomes available, it will be offered in the form of an amendment to this ITB. There will be no adjustment in the minimum bid price to Parcel S with or without Parcel SA.

C. FOREST HILLS USE AND DESIGN GUIDELINES AND ZONING

Current Zoning

The Forest Hills neighborhood zoning classifications are largely found in Boston Zoning Map 9C – Jamaica Plain Neighborhood District. The Parcels currently are located in Open Space zoning districts. Parcel U is located within the Open Space – P (OS-P) zoning district, Parcels V&W are within the Open Space A (OS-A) zoning district, and portions of Parcel S is in both Open Space zoning districts. Additionally, portions of Parcel S are in the Neighborhood Shopping Subdistrict (NS) zoning district.

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Forest Hills Use and Design Guidelines – Final Review Package

The following guidelines have been developed by the BRA in conjunction with extensive participation by the neighborhood as part of the “Forest Hills Improvement Initiative”. As explained below in Section III E. Evaluation and Acceptance of Bids, the bid submissions will require, among other things, bidders to provide program concepts that demonstrate compatibility with these guidelines as applicable to each parcel. The website is cityofboston.gov/bra/planning. The Forest Hills program may be found under the Planning Initiatives.

These guidelines will also be used by the City of Boston and the BRA in reviewing the selected developer’s submissions under Article 80 of the Boston Zoning Code. As part of the ITB process, the Successful Bidder will be required to present the proposed plan of development at a community meeting (see Section IV J. below) to be held prior to Designation (defined in Section III below). (See Section III E and the Schedules in Appendix H.) The Initiative Use and Design Guidelines of this ITB include a wide range of use, urban design, and building design goals that may or may not be allowed as of right by the current zoning code.

Bidders to this ITB are encouraged to submit proposals that best respond to the Use and Design Guidelines stated within this document. It is expected that Bidders shall seek approval for any deviations from the code through the City of Boston Board of Appeal.

A district-wide traffic study, supported by the BRA, the MBTA and the Commonwealth of Massachusetts, and in association with the Forest Hills Improvement Initiative, is currently being completed. The study has focused on anticipated impacts of the planning initiative program. The plans and recommendations will be made available shortly. As part of the Article 80 process with the City of Boston, the Successful Bidder may be required to contribute funding of the upcoming phase of the study and to participate in developing an implementation plan.

Additional comments from the Forest Hills Initiative Task Force are provided in Appendix E.

Bidders are responsible for verification and identification of all applicable federal, state and local zoning and other city regulations and plans that may apply to the Property.



City of Boston
Thomas M. Menino, Mayor

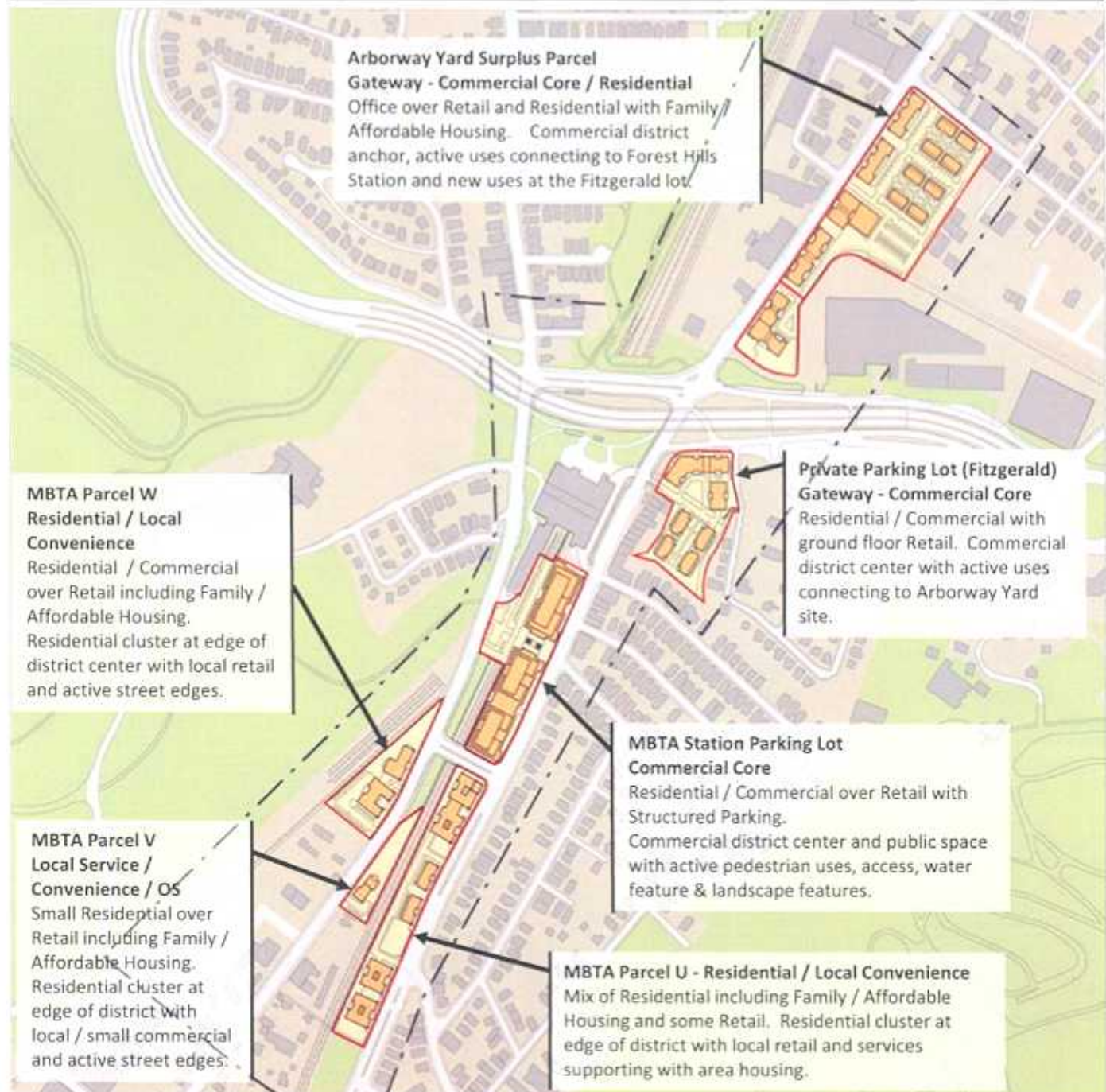


Boston
Redevelopment
Authority

Use & Design Guidelines - Final Review Package

- Emerging Community Vision – p. 2
- Site Use & Design Guidelines – p. 3 to 21
 - Arborway Yard – p. 3
 - Fitzgerald Private Parking Lot – p. 7
 - MBTA Commuter Parking Lot – p. 11
 - MBTA Parcel U – p. 15

- MBTA Parcels V & W – p. 19
- District Wide Housing & Affordability – p. 22
- District Wide Vehicle Parking & Service Access – p. 23
- District Wide Bicycle Storage – p. 24
- District Wide Transportation & Streetscape Improvements – p. 25



District Wide

Emerging Community Vision

Statement of Intent	While a consensus vision continues to emerge, community meetings and surveys to date have brought forth shared principles and examples of ideal development for the community. This statement is an attempt to provide a shared basis for ongoing conversations, and should be treated as a living document to be refined based on additional community input.
Emerging Principles	Based on community input to date, the Forest Hills Improvement Initiative envisions growth that supports the neighborhood in five key ways

Principles

Improved Traffic Patterns	Improvements will reduce car dependency, minimize any additional automobile traffic to and through Forest Hills and result in smoother, safer flow for cars, pedestrians, and bicycles. All new buildings and uses should promote pedestrian, bicycle, and public transit use, with only the minimum parking necessary to allow retail stores and residential uses to flourish. Better pedestrian and bicycle connections throughout Forest Hills—especially north-south connections—are a priority.
Vibrant Mixed Use District	Improvements will increase the number and range of local retail and service businesses and community uses for area residents while recognizing area commuters also contribute to local businesses. New residential development should add to the existing mix of rental and ownership housing in the area. Affordable rental and ownership housing, services and programs for the elderly, and facilities and programs for youth are particularly important.
Community Orientation	Improvements should provide opportunity for community ownership and interaction by creating spaces for public gatherings and markets, artist exhibits, and locally owned retail and service businesses. The Forest Hills community values its diversity (age, socioeconomic, and race and ethnicity); all new growth and uses including retail, commercial, and housing should support and continue that diversity.
Green / Sustainable Development	Forest Hills should be a model for green / sustainable development including healthy, energy efficient buildings and transit-oriented, neighborhood-scaled development that reduces building and transportation based pollution and carbon emissions.
Green Space Assets	Access to Forest Hill's numerous green space assets including the Arboretum, Southwest Corridor, Franklin Park, Forest Hills Cemetery and Station area should be increased by better connections and improved with new landscaping.



Site	MBTA Parcel S (Parking Lot) 137,662 SF / 3.16 Acres
Disposition Status	Available Immediately, MBTA to issue Invitation to Bid in Spring of 2008 Feasibility requires no cost to T or to commuters, replace all commuter parking spaces.
Focus	Commercial Core / Residential – Residential and or commercial over retail at northern end; residential over commuter parking and retail at southern end. Include “Village Center” plaza and pedestrian pathway connecting Hyde Park Avenue to Arnold Arboretum. Must replace existing commuter parking inventory.

Use Guidelines

Residential Uses	Provide a mix of unit types including Studios, 1, 2, 3 and 4 bedroom units. <ul style="list-style-type: none">▪ Ownership & Affordability: See District Wide Housing & Affordability Guidelines.
Commercial Office Uses	Provide active commercial space (movie theater, office, health services) at Washington Street ground level (2 nd floor on Hyde Park Ave.). Provide upper story commercial / office space as anchor uses for district; locate at northern end of site along over retail uses.
Retail Uses	Provide space for active ground floor retail and service businesses along Hyde Park Ave. with usable outdoor space to support area community needs. Include locally based neighborhood serving retail uses.
Community Uses	Provide for community service needs including on-site childcare, youth and senior service centers.
Commuter Parking	Replace existing MBTA Commuter and station employee parking in new structure; total 240 spaces. Provide up to 120 additional Commuter parking spaces as funding allows.
Potential Build Out	<ul style="list-style-type: none">▪ Open Space: 22,000 SF / 16% of Site▪ Housing: 200 Units▪ Retail: 37,000 SF▪ Office / Commercial: 25,000 SF▪ Community: 6,000 SF (childcare & services)▪ Vehicular Parking: 150 Res./ 60 Comm. SP▪ Commuter Parking: 240 min. SP plus up to 120 SP▪ Bicycle Storage: 200 Res./ 7 Comm./ 27 Visitor SP

Design Guidelines

Street & Block Pattern	Reduce the overall scale of the site with a multi-building approach. Provide a major public open space, “Village Center” with pedestrian through connection. Use Open
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	Space feature as organizing element for buildings and site.
Area	Provide pedestrian connection / open space from Hyde Park Ave. to Washington Street linking to the Arnold Arboretum.
Circulation & Connections	Provide active pedestrian uses along Hyde Park Ave.
Streetscape	Improve existing streetscape conditions with new / re-aligned curbing, wide landscaped sidewalks, street lighting, street furniture and enhanced paving. Improvements are to be coordinated and implemented with the district wide streetscape plan.
	Preservation of existing street trees is a top priority.
Views & Topography	Preserve view corridors across Station area. Use grade change for better building access on both Washington Street and Hyde Park Ave.
Building Height & Massing	Mid rise mix of 6 - 7 stories. Employ step-backs on upper levels to reduce massing, shadow and light impacts. On northern portion of site, building heights should not obstruct views of Station Clock Tower.
Orientation	Front new buildings Hyde Park Ave. Emphasize the corner at Ukraine Way with building features and taller massing. Accentuate architectural elements at open space / pedestrian connection through site.
Edges & Street Wall	Enhance existing street wall conditions with 8' - 12' set-backs. Provide frequent entrances, transparent facades, and attractive building materials to reinforce pedestrian environment. At open space provide landscaped plaza area and opportunities for outdoor seating. Modulate façade to break up length.
Building Character & Materials	Commercial apartment building typology of masonry construction consistent with character of area neighborhood. Provide tall ground floor retail spaces with large display windows and entries. Screen parking garage elements and cars from public view. Garage design should emphasize interior visibility, illumination, and other safety features for users. Vary character between different buildings and uses; provide for high quality materials & detailing throughout.
Site Landscaping & Open Space	Incorporate active open space features (public stairs, plaza, water element) into "Village Center" pedestrian plaza and pedestrian connection between Hyde Park Ave. and Washington Street. Design and program plaza as a defensible public space with active uses including farmers' market, artists' booths, and similar activities.
	Provide a mix of usable semi-private open space at each building.

Transportation Access & Parking Requirements

Pedestrian Promote a high quality and accessible pedestrian environment in and around the building(s) that promotes walking to nearby uses, activities and public transit.

Bicycle Parking ▪ See District Wide Bicycle Guidelines.

Vehicular Parking ▪ See District Wide Vehicular Parking & Access Guidelines.

Vehicular Parking ▪ See District Wide Vehicular Parking & Access Guidelines.

and Service Access Site access should be from both Washington St. & Hyde Park Ave. Building service access should be out of common view and from the building interior via the parking garage. Align garage entries with existing streets and to minimize conflicts with bus and vehicular traffic and movement.

Sustainable Development and Green Building

The redevelopment of this parcel should enhance the overall sustainability of the Forest Hills neighborhood through a careful mix of new uses and compact / low impact development strategies.

All new buildings are to be Green Buildings and must be designed and constructed to meet the most appropriate USGBC LEED standard at the Certified level or better and comply with DND Healthy Homes Standards.

USGBC Certification is highly encouraged but not required.



Site	MBTA Parcel U	122,799 SF / 2.82 Acres
Disposition Status	Available Immediately, MBTA to issue Invitation to Bid in Spring of 2008	
Focus	Neighborhood Residential - Residential with some retail at the Ukraine Way corner and at Walk Hill Street.	

Use Guidelines

- | | |
|---|--|
| Residential Uses | Provide a mix of unit types with a focus on family housing; include Studios, 1, 2, 3 and 4 bedroom units. <ul style="list-style-type: none">▪ Ownership & Affordability: See District Wide Housing & Affordability Guidelines. |
| Retail Uses | Ground floor uses should support local neighborhood needs and should include such uses as a small grocery store, dry cleaners, hardware store, bookstore, and café. |
| Community Uses | Provide for community service needs including on-site childcare center. |
| Potential Bulldout (illustrated) | <ul style="list-style-type: none">▪ Open Space: 30,000 sq. ft. / 24% of site▪ Housing: 150 units▪ Retail: 10,000 sq. ft.▪ Community: 4,000 sq. ft. (e.g. day care)▪ Vehicular Parking: 130 Res. / 0 Comm. SP▪ Bicycle Parking: 150 Res. / 2 Comm. / 19 Visitor SP |

Design Guidelines

- | | |
|---|--|
| Street and Block Pattern | Reduce the overall scale of the site with multi-building approach; align open space and site access with Walk Hill Street. |
| Area Circulation & Connections | Strengthen bicycle and pedestrian cross connections at Ukraine Way and along Hyde Park Ave. Explore ways to accommodate bicycle path extending from Walk Hill Street to Forest Hills Station. If feasible, relocate Toll Gate foot bridge to align with base of Walk Hill Street. |
| Streetscape | Improve existing streetscape conditions with new / re-aligned curbing, wide landscaped sidewalks, street lighting, street furniture and enhanced paving. Improvements are to be coordinated and implemented with the district wide streetscape plan.

Preservation of existing street trees is a top priority. |
| Views & Topography | Position and space buildings to preserve key sight lines and views especially from Walk Hill Street. Use site topography to provide vehicle access to grade level parking (basement) at rear of site. |
| Building | Low rise 3 to 5 stories. Configure height, scale, and |

- Height & Massing** massing to be compatible with residential buildings on opposite side of Hyde Park Avenue. Arrange building massing into multiple structures and step massing to reduce scale; provide breaks for light, air, and views; and, to reflect traditional building massing. While of compatible design, multiple building structures should be of sufficiently distinct design to appear to be different developments.
- Orientation** Front new buildings on Hyde Park Ave. Emphasize the corner at Ukraine Way with building features, taller massing and pedestrian space to support ground floor retail.
- Edges & Street Wall** Enhance existing street wall conditions, provide set-backs:
- Residential: 12' - 15' set-back to provide buffer from street.
 - Retail: 8' - 12' set-back to provide landscaped plaza areas with opportunities for outdoor seating.
 - Ensure frequent entrances, transparent facades, tall store and display windows, canopies, and attractive building materials along Hyde Park Avenue to reinforce pedestrian scale and character. Modulate façades to break up building lengths.
- Building Character & Materials** Apartment building, row house, multi-family-flat typology of brick / masonry and or wood frame construction consistent with character of neighborhood. Include tall ground floor retail spaces with large display windows. Vary character between different buildings and provide for high quality materials & detailing.
- Site Open Space & Landscaping** Provide usable, semi-private open space for each building. At the intersection of Hyde Park Avenue and Walk Hill Street, provide defensible, semi-public open space for neighborhood use.
- Provide high quality landscaping and screening of mechanical equipment and ventilation openings. Include plantings and ornamental fencing along edges. Preservation of existing trees and planting of new trees are top priorities.

Transportation, Access & Parking Requirements

- Pedestrian** Promote a high quality, accessible pedestrian environment in and around the building(s) that promotes walking to nearby uses, activities and public transit.
- Bicycle Parking** See District Wide Bicycle Storage Guidelines.
- Vehicular Parking** See District Wide Parking Guidelines.
- Vehicular and Service Access** Should be from the side or rear of the building via private driveways.

Sustainable Development and Green Building

The redevelopment of this parcel should enhance the overall sustainability of the Forest Hills neighborhood through a careful mix of new uses and compact / low impact development strategies.

All new buildings are to be Green Buildings and must be designed and constructed to meet the most appropriate USGBC LEED standard at the Certified level or better and comply with DND Healthy Homes Standards.

USGBC Certification is highly encouraged but not required.

Site	MBTA Parcel V and MBTA Parcel W	22,975 SF / 0.53 Acres 58,541 SF / 1.34 Acres
Disposition Status	Available Immediately, MBTA to issue Invitation to Bid in Spring of 2008	
Focus	Neighborhood Residential – Residential with neighborhood retail and / or commercial uses; retain and improve open space at southern end connecting to Southwest corridor.	

Use Guidelines

Residential Uses	Provide a mix of unit types with a focus on family housing; include Studios, 1, 2, 3 and 4 bedroom units. ▪ Ownership & Affordability: See District Wide Housing & Affordability Guidelines.
Commercial Uses	Provide space for locally based commercial businesses to support area community needs and as an anchor use for district.
Retail Uses	Provide space for locally based active ground floor retail and service businesses to support area community needs. ▪ <u>Parcel V:</u> provide for youth oriented uses and usable outdoor space to relate to adjacent linear park space. ▪ <u>Parcel W:</u> provide for a new mini-anchor business such as a grocery store, restaurant / café, dry cleaners, hardware store, bookstore, or commercial business.
Community Uses	Provide for community service needs including on-site childcare center.
Potential Bulldout	<u>Parcel V:</u> ▪ Open Space: 18,000 sq. ft. / 79% of site ▪ Housing: 8 units ▪ Retail: 4,000 sq. ft. ▪ Vehicular Parking: 8 Res. / 3 Comm. SP ▪ Bicycle Parking: 8 Res. / 1 Comm. / 4 Visitor SP <u>Parcel W</u> ▪ Open Space: 23,000 sq. ft. / 40% of site ▪ Housing: 40 units ▪ Retail: 10,000 sq. ft. ▪ Community: 2,000 sq. ft. (e.g. day care) ▪ Vehicular Parking: 35 Res. / 10 Comm. SP ▪ Bicycle Parking: 50 Res. / 2 Comm. / 6 Visitor SP

Design Guidelines

Area Circulation & Connections	Strengthen bicycle and pedestrian connections across Ukraine Way and along Washington Street. Parcel V open space (narrow area at southern) to be improved and deed restricted for public use.
Streetscape	Improve existing streetscape conditions with new / re-

aligned curbing, wide landscaped sidewalks, street lighting, street furniture and enhanced paving. Improvements are to be coordinated and implemented with the district wide streetscape plan.

Preservation of existing street trees is a top priority.

Views & Topography Position and space buildings to preserve key sight lines and views especially to the Arboretum.

Parcel W: Use site topography to provide vehicle access to grade level (basement) parking and service access at the rear of site.

Building Height & Massing Low rise 3 to 4 stories. Configure height, scale and massing to be compatible with surrounding buildings and proposed development. Limit building to southern end of both sites where width allows for normal building depths.

Orientation Front new buildings on Washington Street.

Edges & Street Wall Enhance existing street wall conditions, provide set-backs:

- Residential: 12' - 15' set-back to provide buffer from street.
- Retail: 8' - 12' set-back to provide landscaped plaza areas with opportunities for outdoor seating.
- Ensure frequent entrances, transparent facades, tall store and display windows, canopies, and attractive building materials along Washington Street to create a more pedestrian scale and character to area. Modulate façades to break up building lengths.

Building Character & Materials Apartment building, row house, multi-family-flat typology of brick / masonry and or wood frame construction consistent with character of the area neighborhood. Include tall ground floor retail spaces with large display windows. Vary character between different buildings and provide for high quality materials & detailing.

Site Open Space & Landscaping Provide usable, semi-private open space for each building.
Parcel V: Linear open space along Washington Street to be improved by developer as defensible public space for neighborhood use.

Parcel W: At the intersection of Washington Street and Ukraine Way, provide defensible, semi-public open space for neighborhood use.

Provide high quality landscaping and screening of mechanical equipment and ventilation openings. Include plantings and ornamental fencing along edges. Preservation of existing trees and planting of new trees are top priorities. Surface parking should be landscaped and screened.

Transportation Access & Parking Requirements

Pedestrian Promote a high quality, accessible pedestrian environment

in and around the building(s) that promotes walking to nearby uses, activities and public transit.

- Bicycle Parking** See District Wide Bicycle Storage Guidelines.
- Vehicular Parking** See District Wide Parking Guidelines.
- Vehicular and Service Access** Should be from the side or rear of the building via private driveways. Service for retail spaces should be screened and from the rear of the building.

Sustainable Development and Green Building

The redevelopment of these parcels should enhance the overall sustainability of the Forest Hills neighborhood through a careful mix of new uses and compact / low impact development strategies.

All new buildings are to be Green Buildings and must be designed and constructed to meet the most appropriate USGBC LEED standard at the Certified level or better and comply with DND Healthy Homes Standards.

USGBC Certification is highly encouraged but not required.

District Wide

Housing and Affordability

- Community Expression** The community has expressed an interest in creating housing that serves a mix of incomes reflective of the existing community and includes both rental and ownership housing. Community recommendations for affordable housing range from 15% to 75% of all new units. Additional specific recommendations include the following:
- Provide housing that serves a mix of income earners with a broad income range at the affordable level that includes lower level income earners.
 - A minimum 15% and maximum of 75% of the housing units to be built on publicly sold land must be affordable to low and moderate income households.
 - That all new buildings including housing be well designed and be of high quality construction and materials.
 - Affordable units should be indistinguishable from market rate units.

Recommendations

- Publicly Owned Land** A goal of 50% of new housing units built on publicly sold land are to be deed restricted affordable homes with a minimum of 15% per the Boston Inclusionary Development Policy and a maximum of 75% of all new units being affordable.
- Privately Owned Land** A goal of 30% of housing units built on private land are to be deed restricted affordable homes with a minimum of 15% per the Boston Inclusionary Development Policy and a maximum of 75% of all new units being affordable.
- Affordability Range** New housing should be affordable to a broad range of income earners with household incomes between 60% - 100% Area Medium Income.
- Ownership / Rental Mix** Both rental and ownership housing is desired with a slight preference for ownership housing. On large development sites include a mix of both rental and ownership housing.
- Unit Type** Provide a mix of unit types with a focus on "family housing"; include Studios, 1, 2, 3 and 4 bedroom units in the mix.
- Open Space** Each building and site should include dedicated open space for family and children including play spaces and structures.
- Quality Design** All new buildings, including housing, must be well designed and be of high quality materials and construction. Affordable units should be indistinguishable from market rate units.
- Submission Information** ITB respondents should be prepared to provide detailed information on the number and percentages of affordable units, level of affordability (minimum income tiers) and how the project achieves financially feasible.

District Wide

Vehicle Parking & Service Access

Community Expression The community has expressed an interest in reduced car dependency by requiring the minimum parking necessary to allow retail and residential uses to flourish and the provision of spaces for car sharing that are easily accessible to local area residents and commuters. The community also encourages shared parking strategies to maximize off-hours use of commuter parking spaces and to minimize the overall need and cost for off street parking.

Recommendations

- Off Street Parking** The following are use specific requirements; fewer parking spaces may be provided for unique uses with low car ownership such as senior residential development.
- **Residential:** Min. 0.75 to max. 1.0 spaces per dwelling unit and, for building with more than 10 units, 1 visitor space per 10 dwelling units.
 - **Retail / Services:** Business spaces less than 5,000 Sq. Ft. – curb side only; businesses spaces greater than 5,000 Sq. Ft. – min. 0.75 spaces to max. 1.0 per 1,000 Sq. Ft.
 - **Commercial / Non-retail:** Min. 0.75 to max. 1.0 spaces per 1,000 Sq. Ft.
- Car Sharing** A set-aside for dedicated parking spaces for shared vehicles (such as Zipcar) accessible to the general public (including local residents and commuters) is required.
- Demand Management** Develop programs to encourage tenant / owner use of public transit, bicycling and walking for transportation including free or subsidized T passes, unbundling of parking from housing sales/leases, bicycling or walking bonuses and other strategies that discourage use of personal vehicles.
- Loading & Service Access** All service loading and unloading facilities should be located off-street and designed to prevent truck back-up maneuvers in the public right-of-way.

District Wide

Bicycle Storage

Community Expression The community has expressed an interest that all new buildings and uses should promote pedestrian, bicycle, and public transit use. Better pedestrian and bicycle connections throughout Forest Hills--especially north-south connections--are a priority.

Recommendations

Bicycle Racks and Storage The following are use specific requirements which may vary for unique uses.

- **Residential:** Minimum of one (1) accessible, indoor, secure bicycle storage space per dwelling unit. And on-site, secure visitor bike rack(s) with a minimum of one (1) bike space per 10 dwelling units but no less than four (4) bike spaces per site.
- **Retail:** At minimum, the greater of one (1) accessible, indoor, secure bicycle storage space per 10,000 SF of net building area, or fraction thereof, or one (1) bicycle storage space per 10 parking space. And on-site, secure visitor bike rack(s) with a minimum of one (1) bike space per 10,000 SF but no less than four (4) bike spaces per site.
- **Commercial Non-retail:** At minimum, the greater of one (1) accessible, indoor, secure bicycle storage space per 10,000 SF of net building area, or fraction thereof, or one (1) bicycle storage space per 10 parking space. And on-site, secure visitor bike rack(s) with a minimum of one (1) bike space per 10,000 SF but no less than four (4) bike spaces per building.

District Wide

Transportation & Streetscape Improvements

Coordinated Plan In order to achieve the Community Vision for an improved and sustainably developed Forest Hills and to mitigate the impacts of new uses and buildings, the Forest Hills Community and the City of Boston seek a district wide approach to improving Transportation & Streetscape conditions. To promote the best outcome and coordinate the actions of the many development projects (sites) within the Study Area, each project (site) will be required to contribute funding to a Second Phase district wide Transportation & Streetscape planning effort.

The Second Phase Transportation & Streetscape Plan will:

- Build upon community recommendations from the Forest Hills Improvement Initiative.
- Work with the City, State, and Community to analyze the engineering and financial feasibility of the Med and Long Term Transportation & Streetscape Improvement Recommendations.
- Finalize improvement recommendations.
- Produce 25% Construction Documents for the agreed upon improvements.

Recommendations

Funding In addition to City and BRA funding, the development proponents of the six study sites (including those designated through either MBTA or City disposition processes) and other major development sites in the study area each contribute funding for the Second Phase Transportation & Streetscape Plan. Funding requirements will be proportioned according to development size.

Construction In addition to City and State capital funding, the development proponents within the Forest Hills Study Area will contribute to district wide improvements and / or construction district wide improvements associated with each project.

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D. TITLE HISTORY AND ENCUMBRANCES

The Parcels were acquired through a series of Taking Orders by the MBTA in association with the Southwest Corridor transportation project resulting in the Orange Line transit extension. The information contained in this section is based on a review of material available to the MBTA and is not the result of a formal title search. The Successful Bidder is responsible for the title search and identification of all title issues.

Parcel S was acquired in three (3) separate land transfers to the MBTA: Portions of the former Asticou R.O.W and Washington Street were conveyed by deed: Penn Central to MBTA recorded at the Suffolk County Registry, Book 8601/ Page 179 on February 3, 1973 and by MBTA Order of Taking #66, Book 8795/ Page 450 on June 24, 1975. A separate parcel was conveyed by Deed from the Commonwealth of Mass (Dept. of Public Works) to the MBTA on December 15, 1978 at Book 9128/ Page 406, recorded at the Suffolk Registry of Deeds.

It should be noted that Boston assessor's maps show a portion of Walk Hill and Washington Streets running through the middle of Parcel S.

Parcel U was conveyed in two transactions. The first was a deed from Penn Central to the MBTA recorded at the Suffolk Registry of Deeds, Book 8601, Page 179 on February 3, 1973, and the second by MBTA Order of Taking #66 recorded at the Suffolk Registry of Deeds, Book 8795, Page 450 on June 24, 1975.

Parcel V was conveyed in two transactions. The first was a deed: from Penn Central to the MBTA recorded at the Suffolk Registry of Deeds, Book 8601, Page 179 on February 3, 1973, and the second by MBTA Order of Taking #66 recorded at the Suffolk Registry of Deeds, Book 8795, Page 450 on June 24, 1975.

Parcel W was acquired in four takings by the MBTA as follows:

- 1) MBTA Order of Taking #175: Book 9415/ Page 131 – 4/7/1980
- 2) MBTA Order of Taking #163: Book 9303/ Page 196 – 11/7/1979
- 3) MBTA Order of Taking #185: Book 9452/ Page 284 – 6/3/1980
- 4) MBTA Order of Taking #182: Book 9431/ Page 244 – 5/1/1980

The Stony Brook Conduit is located under Parcels W and S. Protection of the Conduit integrity will be maintained through easements or other methods determined appropriate. Other utilities may be present on site and the MBTA reserves the right to continue and maintain any existing utilities servicing the MBTA.

All construction on the Parcels will be subject to the attached provisions of Massachusetts General Laws, Chapter 40 Sec. 54A regarding EOT permits on former railroad land (See Appendix I).

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E. TAX DATA

The Property is under MBTA ownership and, therefore, is not currently subject to property taxes.

F. UTILITIES

All public and private utilities are believed to be available to the Property. Bidders are responsible for verifying whether municipal utilities (including water and sewer) and privately owned utilities (including electricity, gas, cable and telephone service) are available to the Property.

G. ENVIRONMENTAL ASSESSMENT

To the best of TRA's knowledge, no environmental assessment of the Property has been conducted.

H. ENVIRONMENTAL INVESTIGATION

The Successful Bidder will be allowed to conduct environmental testing of the Property as more fully described in the Draft Purchase and Sale Agreement attached as Appendix F hereto or Draft Lease Agreement Term Sheet attached hereto as Appendix G. No environmental testing of the Property will be permitted unless and until the Successful Bidder has executed a Purchase and Sale Agreement (Parcels U, V and W) or Term Sheet/License of Entry (Parcel S).

ALL INFORMATION CONTAINED IN THIS INVITATION TO BID WITH RESPECT TO THE PROPERTY IS PRESENTED AND DEPICTED TO THE BEST OF TRA'S KNOWLEDGE. THE PROPERTY IS SUBJECT TO PHYSICAL INSPECTION AND INDEPENDENT VERIFICATION OF ALL INFORMATION BY THE BIDDER. THE BIDDER IS RESPONSIBLE FOR IDENTIFICATION OF AND COMPLIANCE WITH ALL CURRENT BY-LAWS, REGULATIONS, RULES, PERMITS, APPROVALS AND OTHER PROVISIONS THAT MAY BE APPLICABLE TO ANY PROPOSED PROJECT AND THE USE OF THE PROPERTY.

III. BID TERMS AND CONDITIONS

A. BID SUBMISSION

All bids are due by **1:00 PM on October 15, 2008** at TRA, 77 Franklin Street, 9th Floor, Boston, Massachusetts 02110 at which time they will be publicly opened and read aloud. No submissions will be accepted after 1:00 PM on October 15, 2008.

The Property is being offered as three separate bid offerings: Parcel U, Parcel S, and Parcels V&W. Parcels V&W are offered together as one bid. A bidder may bid on one, two or three of these offerings.

Each Bid must be submitted in a separate sealed envelope marked appropriate to the submission:

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“BID SUBMISSION: MBTA PARCEL U IN JAMAICA PLAIN, BOSTON, MASSACHUSETTS”

“BID SUBMISSION:MBTA PARCELS V&W IN JAMAICA PLAIN, BOSTON, MASSACHUSETTS”

“BID SUBMISSION: MBTA PARCEL S IN JAMAICA PLAIN, BOSTON, MASSACHUSETTS”

All envelopes must also show the date, name, address, and telephone number of the person(s) submitting the bid.

General Forms (Same for all bids)

- ✓ Bid Form A – Buyer’s Affirmations (only one required)
- ✓ Bid Form B - Bank/Financial References (only one required)
- ✓ Bid Form C - Development Team Qualifications and Experience (only one required)
- ✓ Certificate of Good Standing (Corporate Bidders only) or Certificates of Existence for partnerships
- ✓ Certificate of no unresolved fair housing complaints from the Boston Fair Housing Commission

Parcel U

- ✓ Bid Form D – Bid Form
- ✓ Bid Form E – Development Program Concept
- ✓ Bid Form F - Financial Feasibility (separate envelope)
- ✓ Bid Deposit - Certified banker or cashier’s check made payable to the MBTA for Twenty-Five Thousand Dollars (\$25,000).

Parcels V&W

- ✓ Bid Form G – Bid Form
- ✓ Bid Form H – Development Program Concept
- ✓ Bid Form I - Financial Feasibility (separate envelope)
- ✓ Bid Deposit - Certified banker or cashier’s check made payable to the MBTA for Fifteen Thousand Dollars (\$15,000)

Parcel S

- ✓ Bid Form J – Bid Form
- ✓ Bid Form K – Development Program Concept
- ✓ Bid Form L - Financial Feasibility for (separate envelope)
- ✓ Bid Deposit - Certified banker or cashier’s check made payable to the MBTA Twenty-Five Thousand Dollars (\$25,000)

Each Bid must be submitted on the Bid Forms provided in the Invitation to Bid Form Package and contain no alterations, additional terms or conditions.

Please note that the Draft Purchase and Sale Agreement is provided in Appendix F and the Draft Lease Agreement is provided in Appendix G. The Successful Bidder (defined below) shall be expected to execute a Purchase and Sale Agreement and or a Lease Agreement Term Sheet as well as the Lease Agreement in substantially the same form as provided herein.

Any bid submitted that substantially alters any material terms herein so as not to be in conformance with the provisions contained herein will be deemed unresponsive. In addition, bids submitted for less than the minimum bid price hereinafter shall be deemed unresponsive.

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Schedules for the bid process and the associated real estate transactions are provided for guidance in Appendix H-1, H-2, and H-3.

If the MBTA amends or changes the information in this Invitation to Bid, the information will be distributed to Registered Bidders in the form of an addendum.

B. PRE BID CONFERENCE AND QUESTIONS AND CHANGES

A pre-bid conference was held 11:00 AM on September 17, 2008 at the TRA office address above.

Questions may be submitted in writing by 5:00 PM on September 12, 2008 to TRA at the above address.

If the MBTA amends or changes the information in this Invitation to Bid, the information will be distributed to Registered Bidders in the form of an addendum. To become a Registered Bidder, you must obtain your Bid Forms from the TRA website www.transitrealty.com or from TRA.

C. MINIMUM ACCEPTABLE BID

The minimum acceptable Bid for the Property is as follows:

- Minimum Bid Price for Parcel U: Twenty-One Dollars and Twenty Cents (\$21.20) per square feet of land
- Minimum Bid Price for Parcels V&W: Nineteen Dollars and Five Cents (\$19.05) per square feet of land
- Minimum Bid Price for Parcel S: Forty Thousand Dollars (\$40,000) per year for the first year of the Lease Term (Base Annual Rent)

The Annual Base Rent ("Parcel S - Bid Form J") will escalate annually by the percentage increase of the Consumer Price Index, Boston Metropolitan Area for All Urban Consumers (CPI-U), but no less than 2.5%, for the term of the lease. The Lease payments will be adjusted every five years.

D. BID DEPOSIT

Each Bid must include a Bid Deposit in the form of a banker or cashiers' check made payable to the MBTA in the amount specified below and placed in the sealed bid envelope.

Parcel U in the amount of Twenty-Five Thousand Dollars (\$25,000.00)

Parcels V&W in the amount of Fifteen Thousand Dollars (\$15,000.00)

Parcel S in the amount of Twenty-Five Thousand Dollars (\$25,000.00)

The Bid Deposit for the Successful Bidder (defined below) of each offer, less an Administrative Fee in the amount of: Parcel U Twelve Thousand Five Hundred (\$12,500.00) Dollars, Parcels V&W Seven Thousand Five Hundred (\$7,500.00), and Parcel S Twelve Thousand Five Hundred (\$12,500.00), will be credited to the Purchase & Sale Agreement (Parcel U, and Parcels V&W) Deposit and/or the Lease Term Sheet Deposit (Parcel S). The Bid Deposits are non-refundable

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if the Successful Bidder fails to execute the Purchase and Sale Agreement and/or the Lease Agreement Term Sheet as described in Section IV B. below.

The MBTA will retain the Bid Deposits submitted by the second and third highest bidders of each offer until the Successful Bidder executes the Purchase and Sale Agreements or the Lease Agreement Term Sheet. All other Bid Deposits will be returned upon Designation of the Successful Bidder as defined below.

E. EVALUATION AND ACCEPTANCE OF BIDS

Bids shall be evaluated on the basis of the highest bid from among the responsible and eligible Bidders. A Bidder shall be deemed responsible and eligible if:

- (1) The bid package submittal is complete
- (2) The Bidder is in good standing with the MBTA, the City of Boston, and the Commonwealth of Massachusetts
- (3) The Bidder provides sufficient information regarding experience, program compatibility with the City goals and MBTA operations, and financial feasibility as outlined below and provided in the Parcel Bid Forms:

1. The Bidder must demonstrate the feasibility and compatibility of the proposed development program with the Forest Hills Improvement Initiative Use & Design Guideline – Final Review Package as provided in Section II C and, BRA Minimum Neighborhood Residential Unit Size Criteria Guidelines (Appendix C), and Boston Inclusionary Development Policy (Appendix D).
2. The Bidder must demonstrate a positive track record of working in Boston and/or Massachusetts in general, and/or a track record of completing urban projects of comparable size and complexity to the proposed project. All members of development teams should be able to demonstrate appropriate qualifications for their respective roles.
3. The Bidder must demonstrate the ability to complete the development within a reasonable period of time. A schedule of appropriate development phasing should be supported by a market analysis.
4. The Bidder must demonstrate a commitment to sustainable design, green building, and transit oriented development.
5. The MBTA encourages any special features which go beyond the minimum criteria for development and which strengthen the project as a whole such as the exploration of alternative energy/power development on a site that could benefit the MBTA.

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6. The Bid submission must include firm qualification information that demonstrates that the Bidder meets the minimum standards set forth below.
 - (i). Experience – The Bidder must demonstrate success with similar projects within the last three years in which one or more Principals of the Bidder’s firm or other identified team members were involved.
 - (ii). Financial – The Bidder must provide proof of sufficient assets to cover all obligations associated with the Bid through closing.
7. Pro forma financial projections containing usual and customary data sufficient to establish financial feasibility for the project. Bidders may also provide alternative pro formas that would be used by an identified financing source that the Bidders plan to use.
8. The Bidder must demonstrate that its firm (and/or Principals) is not in default of any outstanding obligations to the MBTA. Bidders must be in good standing with the MBTA, the Commonwealth and the City to be eligible for bid award.
9. Demonstrate that the Bidder has no violations or issues pending before any federal, state, or local instrumentality as certified in the Certificate of Tax, Employment Security, and Contract Compliance.
10. The Bidder must certify there are no unresolved fair housing complaints. The Bidder must also obtain certification from the Boston Fair Housing Commission

The MBTA supports the community and the City’s vision for an improved Forest Hills through the sale/lease offerings and the redevelopment of all four parcels. The MBTA encourages a Bidder to bid on more than one offering. However, the bids for each offering will be evaluated individually and awarded to the highest responsible and eligible bidder for each parcel (except that Parcels V and W are offered together). No bid will be accepted that is conditioned on the acceptance of a bid for any other parcel.

The MBTA expects to designate the apparent highest responsible and eligible bidder (the “Successful Bidder”) after a due diligence period of approximately Seven (7) days of the Bid Opening (“Designation”). The Successful Bidder will be required to hold a community meeting to introduce their project to the community for comment as described below in Section IV.J.

Acceptance of a Bid shall be subject to the MBTA’s Board of Directors and General Manager approving the sale to the Successful Bidder.

If the Successful Bidder fails to close the transaction within the specified time period (except as provided herein in Section IV Other Terms and Conditions), then the MBTA has the right to retain the Bid Deposit and the Additional Deposits as liquidated damages, all obligations of the MBTA due to the Successful Bidder shall cease, and the MBTA may award the Bid to the next highest responsible and eligible Bidder or re-advertise the Property.

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Thereafter, for Parcel U and Parcels V&W, in the event the MBTA notifies the second or third highest Bidder that it is now the Successful Bidder, and the newly designated Successful Bidder fails to sign the Purchase and Sale Agreement within Thirty (30) Days of such notice, then the Bid Deposit of that Successful Bidder shall be retained as liquidated damages. If the new Successful Bidder fails to close the transaction within Sixty (60) Days of signing the Purchase and Sale Agreement the Bid Deposit and Additional Deposits shall be retained as liquidated damages. In either case, all obligations of the MBTA due to the Successful Bidder shall cease, and the MBTA may award the Bid to the next highest Bidder or re-advertise the Property at the MBTA's sole discretion.

Thereafter, for Parcel S in the event the MBTA notifies the second or third highest Bidder that it is now the Successful Bidder, and the newly designated Successful Bidder fails to sign the Lease Agreement Term Sheet within Sixty (60) Days of such notice, then the Bid Deposit of that Successful Bidder shall be retained as liquidated damages. If the new Successful Bidder fails to Execute the Lease Agreement within one year of Designation the Bid Deposit and Additional Deposits shall be retained as liquidated damages. In either case, all obligations of the MBTA due to the Successful Bidder shall cease, and the MBTA may award the Bid to the next highest Bidder or re-advertise the Property at the MBTA's sole discretion.

F. RIGHT TO REJECT BIDS

The MBTA reserves the right to reject any and all Bids and responses, in whole or in part, and then to advertise for new proposals or to otherwise deal with the Property, as may be in the best interest of the MBTA. The MBTA also reserves the right to waive any informalities, minor deviations, insignificant mistakes and matters of form rather than substance and to seek clarification of the proposal or contract document, which can be waived or corrected without prejudice to other bidders, potential bidders or the MBTA. No officer or agent of the MBTA is authorized to waive this reservation.

ALL OF THE TERMS, CONDITIONS, SPECIFICATIONS, APPENDICES AND INFORMATION LISTED IN THE TABLE OF CONTENTS AND INCLUDED IN THIS INVITATION TO BID SHALL CONSTITUTE THE ENTIRE INVITATION TO BID PACKAGE AND SHALL BE INCORPORATED BY REFERENCE INTO THIS BID SUBMISSION. NO CONDITIONS, OTHER THAN THOSE SPECIFIED IN THIS INVITATION TO BID WILL BE ACCEPTED AND BIDS SUBJECT TO BIDDER'S CONDITIONS MAY BE DISQUALIFIED EXCEPT AS SPECIFIED IN THIS INVITATION TO BID.

IV. OTHER TERMS AND CONDITIONS

A. TITLE

It is the Bidder's responsibility to determine and verify all title information pertaining to all Parcels. The Successful Bidder shall obtain a complete review of the title to the Property at its cost within Sixty (60) Days of execution of the Purchase and Sale Agreement or Lease Agreement Term Sheet by the Successful Bidder but no later than March 23, 2009 and a copy of said title report shall immediately be given to the MBTA along with a cover letter listing all specific title problems and referencing the specific recorded documents. Any and all title defects not specifically listed as problematic in the cover letter to said title report shall be deemed waived. If the title search is not completed and delivered to the MBTA within this time, all title defects shall be deemed waived.

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The MBTA will deliver the Property with good and clear marketable title to the Property as defined in the Draft Purchase and Sale Agreement attached as Appendix F, and Draft Lease Agreement attached as Appendix G.

The Property is being sold subject to all encumbrances and encroachments and without any encroachments having necessarily been cured, and the Successful Bidder may resolve any and all remaining encroachments to its satisfaction after the Closing Date at Successful Bidder's sole expense and there shall be no further obligations by the MBTA to cure any encroachments.

B. OTHER DEPOSITS

Designation Deposit

Following the Community Meeting, the Successful Bidder shall give the MBTA a Designation Deposit in the form of a banker or cashier's check made payable to the order of the MBTA for the specified amount. The Designation Deposit is due no later than December 3, 2008. The Designation Deposit shall be credited against the Purchase & Sale Deposit or the Lease Agreement Term Sheet Deposit.

- Parcel U- Twenty-Five Thousand Dollars (\$25,000.00).
- Parcels V&W – Fifteen Thousand Dollars (\$15,000.00)
- Parcel S – Twenty-Five Thousand Dollars (\$25,000.00)

Any and all expenses incurred by the Successful Bidder prior to a vote of the MBTA Board of Directors will be the responsibility of the Successful Bidder and entirely at its own risk.

Bidders are encouraged to have their attorney review the Draft Purchase and Sale Agreement provided in Appendix F and the Draft Lease Agreement and Draft Lease Term Sheet provided in Appendix G and to submit questions to TRA in writing by the September 12, 2008 question deadline.

Purchase and Sale Agreement Deposit - Parcel U and Parcels V&W

The Purchase and Sale Agreements in substantially the same form as the one provided in Appendix F, but amended to incorporate the specific details of this offering, shall be executed by the Successful Bidder within Sixty (60) Days of Designation but no later than January 20, 2009. Failure to execute the Purchase and Sale Agreements in a timely manner shall be treated as a withdrawal of the Bid and the Bid Deposits shall be forfeited.

Simultaneously with execution of the Purchase and Sale Agreements, the Successful Bidder shall give the MBTA a Purchase and Sale Deposit of Ten (10%) percent of the accepted bid amount in the form of a banker or cashier's check made payable to the order of the MBTA less the Bid Deposit (excluding the Administrative Fee) and the Designation Deposits as specified above.

The Purchase and Sale Agreement Deposit will be credited against the purchase price at Closing. Failure to give the Purchase and Sale Deposit to the MBTA with the Purchase and Sale Agreement

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executed by the Successful Bidder shall be treated as a withdrawal of the Bid and the Bid Deposit shall be forfeited.

Lease Agreement Term Sheet Deposit - Parcel S

The Successful Bidder for Parcel S shall execute the Lease Agreement Term Sheet substantially in the same form attached hereto in Appendix G, but amended to incorporate the specific details of this offering and shall be executed by the Successful Bidder within Sixty (60) Days of Designation but no later than January 20, 2009. Failure to execute the Lease Agreement Term Sheet in a timely manner shall be treated as a withdrawal of the Bid and the Bid Deposits shall be forfeited.

Simultaneously with execution of the Lease Agreement Term Sheet, the Successful Bidder shall give the MBTA a Lease Agreement Term Sheet Deposit in the form of a certified bank or cashier's check made payable to the order of the MBTA for an additional Twenty-Five Thousand Dollars (\$25,000).

The Lease Agreement Term Sheet Deposit will be credited against the accepted bid price at Lease Execution. Failure to give the Lease Agreement Term Sheet Deposit to the MBTA with the Lease Agreement Term Sheet executed by the Successful Bidder shall be treated as a withdrawal of the Bid and the Bid Deposit shall be forfeited.

Force Accounts

The Successful Bidder will be required to work with the appropriate MBTA departments. To address all issues that arise in the most efficient manner, the MBTA will appoint a Project Manager, who will coordinate communications between the MBTA operating departments and the Successful Bidder. The MBTA will review and either accept or reject the Successful Bidder's submissions in a reasonable and timely manner. The Successful Bidder shall be responsible for obtaining any requested material from the MBTA file library.

To assure reimbursement to the MBTA of directly related MBTA expenses, Force Accounts will be established immediately upon Designation. Initial funding of these accounts, will be required within 14 days of Designation as follows:

Parcel S: \$50,000 Engineering Review force account;
Parcel S: \$25,000 Legal fees force account;
Parcel U: \$25,000 Legal fees force account; and
Parcels V&W: \$25,000 Legal fees force account.

Please note that a single bidder awarded multiple offerings will only be required to fund one \$25,000 force account for excess legal fees covering all parcels.

MBTA Administered Force Account – Parcel S

The Engineering Review Force Account for Parcel S will be administered by the MBTA. This account shall reimburse the direct project specific expenses of MBTA personnel for the Parcel S project and, if required by the MBTA, the Successful Bidder will reimburse the MBTA for the cost of an independent registered engineer and some of the time of a staff project manager to assist the MBTA's evaluation of the Successful Bidder's submissions for the Parcel S project. The MBTA

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administered account will be maintained at a \$50,000 funding level through the Pre-Construction period, but will be redefined in anticipation of actual construction. The MBTA will provide an estimate of MBTA expenses during the Construction Period once the Project scope is known and defined pursuant to final construction drawings submitted. This account will remain in effect until acceptance of final 'as-built' drawings by the MBTA and receipt of an Occupancy Permit from the City of Boston.

TRA Administered Force Accounts – All Parcels

The Successful Bidder will reimburse the MBTA for all MBTA legal fees for outside counsel in excess of \$25,000 incurred for Parcel S to perfect the lease transaction and any later amendments to the Lease at the request of the Tenant and for Parcel U, and Parcels V&W to perfect the sale transactions. A separate Force Account, the "TRA-Administered MBTA Legal Expense Reimbursement Agreement" will be for the above described legal expenses beyond \$25,000. This second Force Account, with initial funding of \$25,000 shall be available to the MBTA for reimbursement of legal expenses in excess of \$25,000 directly related to the projects. This account will remain in effect until Ninety (90) days after the Lease Commencement Date for Parcel S and ninety (90) days after the Closing for Parcel U, and Parcels V&W. However, the Successful Bidder shall remain liable to the MBTA for reimbursement of MBTA legal costs in excess of the initial MBTA expenditure of \$25,000 whether or not the Force Account is in effect and without regard to when during the Lease Term such costs are incurred. The draft TRA Expense Reimbursement Agreement is attached as Appendix J.

Force Account Replenishment – All Parcels

In the event the MBTA draws down funds from a Force Account such that the Force Account is reduced to one-half of the initial funding (\$25,000 for the personnel/engineering Force Account and \$12,500 for the legal costs Force Account), the Successful Bidder shall replenish each Force Account(s) to its original level(s). It shall be a default if the Successful Bidder fails to replenish either Force Account at required levels of funding within Fourteen (14) days of demand.

C. PURCHASE & SALE/LEASE AGREEMENT EXECUTION AND CLOSING DATES

Parcel U and Parcels V&W

The Purchase and Sale Agreements in substantially the same form as provided in Appendix F shall be executed by the Successful Bidder within Sixty (60) Days of Designation but no later than January 20, 2009. Failure to execute the Purchase & Sale Agreement in a timely manner shall be treated as a withdrawal of the Bid and all Deposits shall be forfeited.

The Closing Date will be within One (1) year of the MBTA Board Vote anticipated to be March 2009 but in any event no later than March 5, 2010 at which time the full bid amount is due.

Closing Date Extensions

The Successful Bidder may extend the Closing Date by up to Three (3) One-month extensions by paying to the MBTA One Percent (1%) of the accepted bid amount for each one-month extension after the Closing Date. These extension payments shall be non-refundable and will not be credited against the Purchase Price.

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The MBTA may grant extensions to the Successful Bidder if it has demonstrated all due diligence in pursuing completion of the project and the following conditions are demonstrated:

(a) to the extent necessary, to apply for variances, special permits, and/or other approvals required under applicable zoning ordinances and bylaws; (b) to apply for permits and approvals, including, without limitation, wetland, subdivision, environmental, utility, curb-cut, and other like permits and approvals which may be required from any and all applicable municipal, county, state or federal authorities; (c) to institute proceedings for a change or modification in the zoning classification pertaining to the Premises; and (d) to defend against or challenge actions taken by third parties that may adversely affect the Premises or the use thereof. MBTA agrees to execute those instruments reasonably required by Successful Bidder in connection with (a), (b), (c) and/or (d) above and otherwise to cooperate with Successful Bidder in its permitting efforts. Any applications filed by Successful Bidder with respect to the Property shall be submitted to MBTA for its prior approval, which approval shall not be unreasonably withheld.

In the event the Closing does not occur for any reason, Successful Bidder agrees that, if requested by MBTA, all permits and approvals obtained by Successful Bidder and all application materials and development plans and surveys shall be assigned by Successful Bidder to MBTA at no cost to MBTA.

Parcel S

A Lease Agreement Term Sheet incorporating material terms of the Lease Agreement in substantially the same form as the one provided in Appendix G, but amended to incorporate the specific details of this offering, shall be executed by the Successful Bidder within Sixty (60) Days of Designation but no later than January 20, 2009. Failure to execute the Term Sheet in a timely manner shall be treated as a withdrawal of the Bid and all Deposits shall be forfeited.

The Closing Date (Lease Execution date) shall be within One (1) year of the MBTA Board Vote but in any event no later than March 5, 2010 at which time the full bid amount is due.

D. PAYMENT SCHEDULE

Payment Schedule – Parcel U

The Successful Bidder is required to make payments according to the schedule as outlined Appendix H-1. Payments are as follows:

- A. Bid Deposit: \$25,000 (\$12,500 of which is a non-refundable Administrative Fee which will not be credited against the Purchase Price).
- B. Designation Deposit: \$25,000 to be paid at Designation, but no later than December 3, 2008 which amount will be credited against the Purchase Price.
- C. Purchase and Sale Agreement Deposit: Ten Percent (10%) of the Accepted bid price (less \$12,500 of the Bid Deposit, and the Designation Deposit in the

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amount of \$25,000) to be paid to the MBTA Sixty (60) days after Designation but no later than January 20, 2009.

- D. TRA-Administered MBTA Legal Expense Reimbursement Agreement: \$25,000 due Fourteen days after Designation.
- E. Due at Closing: The balance of the Purchase Price (less the Purchase and Sale Agreement Deposit.)
- F. Closing Extension Payments: One Percent (1%) of the accepted bid amount is due for each extension with the implementation of each extension.

Payment Schedule – Parcels V&W

The Successful Bidder is required to make payments according to the schedule as outlined Appendix H-2. Payments are as follows:

- A. Bid Deposit: \$15,000 (\$7,500 of which is a non-refundable Administrative Fee which will not be credited against the Purchase Price).
- B. Designation Deposit: \$15,000 to be paid at Designation, but no later than December 3, 2008 which amount will be credited against the Purchase Price.
- C. Purchase and Sale Agreement Deposit: Ten Percent (10%) of the Accepted bid price (less \$7,500 of the Bid Deposit, and the Designation Deposit in the amount of \$15,000) to be paid to the MBTA Sixty (60) days after Designation but no later than January 20, 2009.
- D. TRA-Administered MBTA Legal Expense Reimbursement Agreement: \$25,000 due Fourteen days after Designation.
- E. Due at Closing: The balance of the Purchase Price (less the Purchase and Sale Agreement Deposit)
- F. Closing Extension Payments: One Percent (1%) of the accepted bid amount is due for each extension with the implementation of each extension.

Payment Schedule - Parcel S

The Successful Bidder is required to make payments according to the schedule as outlined Appendix H-3. Payments are as follows:

- A. Bid Deposit: \$25,000 (\$12,500 of which is a non-refundable Administrative Fee which will not be credited against the Purchase Price).
- B. Designation Deposit: \$25,000 to be paid at Designation, but no later than December 3, 2008 which amount will be credited against the Purchase Price.

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- C. Lease Agreement Term Sheet Deposit: Ten Percent (10%) of the Accepted bid price (less \$12,500 of the Bid Deposit, and the Designation Deposit in the amount of \$25,000) to be paid to the MBTA Sixty (60) days after Designation but no later than January 20, 2009.
- D. TRA-Administered MBTA Legal Expense Reimbursement Agreement: \$25,000 due Fourteen days after Designation.
- E. MBTA Engineering Review Force Account Agreement: \$50,000 due Fourteen days after Designation.
- F. Due at Lease Execution: The balance of the Lease Payment Price (less the Lease Agreement Term Sheet Deposit).

E. CONDITION OF THE PROPERTY

The Property is being sold in an “as is” condition.

The MBTA hereby expressly disclaims any warranties of any nature, express or implied or otherwise, except as expressly set forth herein, including without limitation, anything related to the presence of “oil”, “hazardous materials” or “hazardous wastes” as those terms are defined in Massachusetts General Laws Chapter 21E (“Chapter 21E”), as from time to time amended, and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the “MCP”) (collectively, “Hazardous Materials”), and as further defined in all other applicable state and Federal laws regarding Hazardous Materials on, in, at, over, under, from, through or associated with the Property. The Successful Bidder acknowledges that the MBTA is selling and the Successful Bidder shall accept the Property in an “as is” condition and with “all faults” as of the Closing Date, without any warranty or representation by the MBTA, its agents or representatives whatsoever relating to the Property. The Successful Bidder further acknowledges and confirms that Successful Bidder is not relying on any representation or inducement which was or may have been made or implied by the MBTA or any other party acting on behalf of the MBTA with respect to the Property, including, without limitation, the fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or the ability of the Successful Bidder to obtain any necessary permits or approvals.

The MBTA makes no representation as to the fitness of the Property for any proposed use, the suitability of the Property for any particular purpose, or as to the ability of the Bidder to obtain any necessary permits or approvals relating to the Property.

F. ENVIRONMENTAL INVESTIGATION

The Successful Bidder, at Bidder’s expense, may complete an environmental investigation of the Property. Such investigation, if conducted, must be completed within Sixty (60) Days of execution of the Purchase and Sale Agreement by the Successful Bidder but no later than March 23, 2009. For Parcel S, the investigation must be completed within Sixty (60) Days of the Term Sheet

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Bidders shall waive their rights to conduct or complete such investigation if it is not completed within said time period. If requested to do so in writing, Bidders shall submit all investigatory test results and reports obtained by the Bidders to the MBTA and/or its consultants and TRA.

The Successful Bidder will indemnify the MBTA and agree to defend the MBTA and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to personal injuries or death, that may be imposed upon, incurred by, or asserted against the MBTA because of the condition of the Property as a result of the Successful Bidder, its employees, contractors or consultants being on the Property to conduct the environmental investigation permitted in this Paragraph F or to do any survey work.

Prior to entry on the Property pursuant to this Paragraph F, Successful Bidder (or its environmental consultant) shall execute a Purchase and Sale Agreement (or Term Sheet for Parcel S) and provide the MBTA with a certificate or certificates of insurance covering all days that Bidder and Bidder's consultants and contractors will be on the Property before closing, evidencing the insurance of the activities permitted hereunder, and Bidder's covenant of indemnification hereinabove, with companies that are reasonably acceptable to the MBTA as stated below, in which Bidder and others hereinafter specified are additional insureds as their interests may appear and which provides coverage as more particularly stated in Section 13 of the Draft Purchase and Sale Agreement attached as Appendix G.

G. INDEMNIFICATION AND RELEASE

Upon and after delivery of the Deed, the Successful Bidder for itself, its successors and assigns, shall indemnify, defend (at the option of the MBTA) and save the MBTA harmless from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, those related to personal injuries or death (collectively "claims"), that may be imposed upon, incurred by, or asserted against the MBTA related to (a) the condition of the Property at Closing (including, without limitation, pre-existing Hazardous Materials and (b) those related to any negative impacts that occur as a result of the MBTA's operation of its transportation system, including, without limitation, noise, odor, vibrations, particles, pollution, fumes and electromagnetic fields. The indemnification for Hazardous Materials includes indemnification for the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property and for any Hazardous Materials on abutting property not owned by the MBTA caused by migration of such Hazardous Materials from the Property and such indemnification includes, without limitation, third party claims for property damages and decreases in land values.

In addition, the Successful Bidder, for itself, its successors and assigns shall agree not to sue or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against the MBTA arising out of (a) the condition of the Property at Closing, including, but not limited to, the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Property or on any other property not owned by the MBTA because of migration of such Hazardous Materials from the Property, and (b) the fact that the Property is subject at all times to noise, fumes, odors, particles, pollution, and vibrations, electromagnetic,

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and other negative conditions associated with the current and future operation of the MBTA's transportation system.

Any required response action related to the Property required by a governmental authority shall be performed by Successful Bidder at Successful Bidder's sole cost and shall be performed in accordance with Chapter 21E, the MCP, and any other applicable statutes and regulations (the "Applicable Laws"). Hazardous Materials is defined to mean any oil, toxic or hazardous materials as those terms are defined in the above Applicable Laws. These provisions of indemnity and release shall be incorporated into the Deed and shall run with the Land.

The Successful Bidder agrees to design and construct all project improvements so as to minimize the impact of Negative Impacts (the MBTA's Mass Transportation Facilities may, directly or indirectly produce certain potentially negative impacts, including, without limitation, noise, odor, vibrations, electromagnetic fields, particles, pollution and fumes, collectively referred to as "Negative Impacts") upon all Project Improvements and any tenant, subtenant, licensee, occupant or purchaser thereof.

H. SURVEY AND APPROVAL NOT REQUIRED OR SUBDIVISION PLAN

Parcel U and Parcels V&W

The Successful Bidder will be responsible for obtaining an Approval Not Required (ANR) or a Subdivision Plan, if required, before Closing.

The Successful Bidder will be responsible for completing, at its own expense, a recordable survey of the Parcels. The survey must be completed within Sixty (60) Days of execution of the Purchase and Sale Agreement by Successful Bidder but in any event no later than March 23, 2009. If the MBTA conducts the surveys, the Successful Bidder will be responsible for reimbursing the cost to the MBTA at Closing. Any modifications to the survey shall be at the expense of the Successful Bidder. The Successful Bidder is also responsible for recording the survey of the Property at its own expense.

Parcel S

The Successful Bidder will be responsible for completing, at its own expense, a recordable survey no later than Sixty (60) Days of execution of the Lease Agreement Term Sheet by the Successful Bidder but in any event no later than March 23, 2009. The Successful Bidder is also responsible for the recording of the survey at its own expense.

I. REGULATORY AND PERMITTING APPROVALS

The Successful Bidder will be responsible for all necessary regulatory and permitting approvals associated with the use of the Parcels. The Successful Bidder's inability to obtain any permitting approvals necessary to Successful Bidder's plans for the development of the Parcels shall not relieve the Successful Bidder of its obligation to purchase and/or Lease the Parcel(s).

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J. PUBLIC MEETING

After Designation as the Successful Bidder, the Successful Bidder will be expected to hold at least one public meeting co-sponsored by the MBTA and the BRA to present its project concept to the community and give the community an opportunity to provide input.

K. SUCCESSFUL BIDDER PRE-BOARD APPROVAL EXPENSES

The Successful Bidder agrees to accept all risk associated with any and all expenditures it makes prior to approval of the sale or lease by the MBTA Board of Directors and General Manager; except that if the MBTA Board of Directors or General Manager fail to approve the sale or lease to a Successful Bidder, then all deposits will be returned (less Administrative Fees) which serve as liquidated damages and the Successful Bidder shall be entitled to reimbursement for the actual costs of obtaining a review of the title up to a maximum of Five Thousand (\$5,000) Dollars.

L. NOTICES

Any notice or other communication in connection with this transaction shall be deemed given when received or upon attempted delivery if delivery is not accepted. Such notices shall be in writing or when delivered by messenger or by overnight mail and shall be deemed to have been properly given when deposited in registered or certified United States mail, return receipt requested, addressed, or when sent by FACSIMILE (617.482.0210) to the Successful Bidder with a notice of receipt. In addition, a duplicate notice from Successful Bidder shall be sent in the same manner as the notice to the MBTA's representative, Transit Realty Associates, LLC, at 77 Franklin Street, 9th Floor, Boston, MA 02110 and a duplicate notice to the MBTA Real Estate Department, MBTA Ten Park Plaza, Boston, Massachusetts 02116. Notice from the MBTA shall be sent in the same manner as the notice to the Successful Bidder and to Successful Bidder's representative if TRA is given the name and address of such representative. Either party may change the address(es) at which notices are to be received by notice given as set forth above.

M. PRESERVATION OF MBTA TRANSPORTATION FUNCTIONS AT PARCEL S

In order to assure the preservation of present and future transportation functions and MBTA operations at Forest Hills Station including Parcel S, special conditions shall apply.

Special conditions applicable to the development of Parcel S shall be included in the 85-year lease. These conditions include, but are not limited to:

- The Lease shall exclude areas required for continued current and future use and maintenance of transportation functions, including Forest Hills Station, including platforms, bus, subway, commuter rail operations, pedestrian access ways, automobile access roads and waiting areas for drop-off and pick up of commuters
- Preservation of approximately 240 MBTA parking spaces
- Preservation of all utility services required to operate the above listed facilities
- Retention by the MBTA of the right to license private transportation service suppliers to operate on the site.

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Development of Parcel S shall include rights for structural support of the new construction, access and egress for vehicles and pedestrians, subject to the approval of the MBTA. All development and construction activities will be subject to all applicable MBTA protocols.

During and after construction on Parcel S, the Successful Bidder may not interfere with the continuous, uninterrupted operation of, nor reduce the functional capacity of, MBTA activities and associated operations. These include all current and future bus operations (including waiting areas), subway operations, commuter rail operations, maintenance and management activities, signals, utilities, pedestrian ways, MBTA employee parking, customer parking and automobile access at drop-off and pick-up sites.

Construction Plans and Specifications

The Successful Bidder will be required to work with all appropriate MBTA departments in the design and construction of the Project. All development plans must be reviewed and approved in writing by the MBTA prior to their being made a part of any permit applications. The Successful Bidder must submit its construction plans and specifications (including timetables for construction) to the MBTA for review to assure that construction will have no adverse impact on MBTA operations and that the Project will be designed to minimize the effects of the Negative Impacts caused by the MBTA's transportation operations on the occupants of the Project. Be advised that the MBTA Departments may have conditions with which the Successful Bidder will be required to comply, including, but not limited to insurance and bonding requirements. It may be required that the Successful Bidder enter into a Construction Agreement with the MBTA memorializing how the construction will occur while minimizing conflict with MBTA operations.

Compliance with applicable provisions of the Americans With Disabilities Act and similar regulations will be required. The Successful Bidder will assure that all improvements associated with Forest Hills Station do not violate the terms of the settlement agreement between the MBTA and the Boston Center for Independent Living which may be viewed on the MBTA website: www.mbt.com/uploadedfiles/about_the_T/reports/capital_investment_program/bcil_settlement.pdf.

N. ADDITIONAL PAYMENT AND FEES SUBSEQUENT TO CLOSING

Excess Market Rate Development Fee

Subsequent to the Closing, an additional payment shall be made to MBTA by Successful Bidder for each and every square foot of Gross Floor Area that is approved on the Property by the Boston Redevelopment Authority ("BRA") pursuant to the Article 80 process: ("Excess Market Rate Development Fee") as follows:

Parcel U: Eighteen Dollars and Twenty Cents (\$18.20) per square foot for Residential Market Units above 82,500 square feet of Gross Floor Area exclusive of the floor area of units permanently restricted to affordable and/or moderate housing; and Thirty-Five Dollars (\$35.00) per square foot for Commercial space above 10,000 square feet.

Parcels V&W: Eighteen Dollars and Twenty Cents (\$18.20) per square foot for Residential Market Units above 24,600 square feet of Gross Floor Area, exclusive of the floor area of units permanently restricted to affordable and/or moderate housing and

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Thirty-Five Dollars (\$35.00) per square foot for Commercial space above 16,000 square feet

Parcel S Eighteen Dollars and Twenty Cents (\$18.20) per square foot for Residential Market Units above 110,000 square feet exclusive of the floor area of units permanently restricted to affordable and/or moderate housing, and Thirty-Five Dollars (\$35.00) per square foot for Commercial space above 62,000 square feet.

Within Ten (10) days of the issuance of the Article 80 Certification of Compliance by the City of Boston BRA, Successful Bidder shall provide MBTA with an Architect's Affidavit in a form reasonably acceptable to MBTA with respect to (i) the total Gross Floor Area approved by the BRA, and (ii) the floor area of units permanently restricted to affordable and/or moderate housing.

The Excess Market Rate Development Fee shall be paid to MBTA within Forty-five (45) days following the issuance of a building permit.

THESE AND OTHER ESSENTIAL TERMS AND CONDITIONS OF THE BID ARE DESCRIBED IN THE DRAFT PURCHASE AND SALE AGREEMENT ATTACHED HERETO AND INCORPORATED HEREIN AS APPENDIX F AND THE DRAFT LEASE AGREEMENT PROVIDED IN APPENDIX G. BIDDERS ARE STRONGLY ADVISED TO READ, UNDERSTAND AND SEEK CLARIFICATION OF ANY QUESTIONS CONCERNING THE PURCHASE AND SALE AGREEMENT AND THE LEASE AGREEMENT PRIOR TO THE BID DUE DATE.

V. BID DOCUMENTS

(FORMS BEGIN ON NEXT PAGE)

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GENERAL BID FORMS FOR ALL PARCELS

FORM A - BUYERS AFFIRMATIONS

FORM B – BANK/FINANCIAL REFERENCES

FORM C – DEVELOPMENT TEAM QUALIFICATIONS AND EXPERIENCE

(One set only)

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BID FORM A
BUYER'S AFFIRMATIONS

STATEMENT OF BENEFICIAL INTEREST

I hereby state, under the penalties of perjury, that the true names and addresses of all persons, who have or will have a direct or indirect beneficial interest in the MBTA land located on Hyde Park Avenue and Washington Street near the Forest Hills Station, Parcels U, V&W, and S, in Jamaica Plain, Massachusetts are listed below in compliance with the provisions of Section 40J of Chapter 7 of the Massachusetts General Laws and I further state that I am in position to know the names of all those with a beneficial interest. Name, and residence and phone number of all persons* with said beneficial interest.

Name	Residence Address	Telephone Number

[Attach additional sheet if more space needed]

The undersigned also acknowledges and states that none of the above listed individuals is (1) an official elected to public office in the Commonwealth of Massachusetts or (2) an employee of the Massachusetts Bay Transportation Authority or of Transit Realty Associates, LLC.

SIGNED under the penalties of perjury.

Print Bidder Name: _____

Authorized Signature: _____

Print Signer's Name: _____

Title: _____

Date: _____

* If " persons" are publicly traded corporations, only owners of ten percent (10%) or more of the stock of companies traded on a national exchange need to be used.

Commonwealth of Massachusetts

_____ County, ss

_____, 2008

Date

On this _____ day of _____, 2008, before me, the undersigned notary public, personally appeared, _____ proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it voluntarily and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

Seal

Print Name _____

My Commission Expires: _____

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I hereby certify, under penalties of perjury, that:

A. Non Collusion Statement

This bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

B. Revenue Enforcement Certificate

Pursuant to M.G.L. Ch. 62C, Sec. 49A, that I (my company), to the best of my knowledge and belief, have (has) filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

C. Employer's Certificate of Compliance with Massachusetts Employment and Training Law

Pursuant to G. L. C. 151A, Sec. 19A(b), _____
(Name of Employer)

D.E.T. ID Number _____, has complied with all laws of the Commonwealth relating to contributions and payments in lieu of contributions¹.

¹ The employer may certify its compliance if it has entered into and is complying with a repayment agreement satisfactory to the Commissioner or there is a pending adjudicatory proceeding or court action contesting the amount due pursuant to G. L. C. 151A, Sec. 19A(c).

Print Bidder Name: _____

Authorized Signature: _____

Print Signer's Name: _____

Title: _____

Date: _____

Commonwealth of Massachusetts

_____ County, ss

_____, 2008
Date

On this _____ day of _____, 2008, before me, the undersigned notary public, personally appeared, _____ proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily and swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

Seal

Print Name _____

My Commission Expires: _____

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BID FORM B

BANKING/FINANCIAL REFERENCES

1. All Bidders must provide a bank or other financial institution reference.

Name of Bank or Financial Institution _____

Address _____

City/Town _____ State _____ Zip Code _____

Contact Person _____ Telephone # _____

Name on the Account _____

Account # _____

2 Corporate Bidders must include a Certificate of Good Standing from the Secretary of State's Office or a Certificate of Existence for partnerships as part of the bid submission.

3 All bidders must provide a financial reference used for a project of similar size, scope and complexity as the project proposed in response to this ITB.

INVITATION TO BID

FOREST HILLS

PARCEL U, PARCELS V&W, PARCEL S
JAMAICA PLAIN, BOSTON, MASSACHUSETTS

FORM B - Page 2

To Whom It May Concern:

I, the undersigned, hereby authorize release, to the Massachusetts Bay Transportation Authority or TRA, its Designated Representative, of any and all credit and bank account information concerning the individual, business or organization listed below.

I understand that this information is to be used solely for the purpose of evaluating my suitability to purchase the MBTA location detailed in this bid package.

SIGNATURE OF APPLICANT

PRINTED NAME OF APPLICANT

TITLE OF APPLICANT

PRINT COMPANY NAME

BY: _____

PRINT NAME: _____

TITLE: _____

DATE

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FOREST HILLS
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JAMAICA PLAIN, BOSTON, MASSACHUSETTS

BID FORM C

DEVELOPMENT TEAM QUALIFICATIONS AND EXPERIENCE

List the required information for assessing the Bidder's qualifications. Please answer each and every question in your attached development team narrative and whenever possible please answer these questions in the order presented in the Form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your narrative to locate this information. Also please use the question number in your narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your Bid, please submit it in reply to the final question on this Form.

<u>Background and References</u>	<i>Reference Tab</i>	<i>Reference Page</i>
1. <u>Letter of Interest</u> : A letter of interest signed by the principals introducing themselves and the development team.		
2. <u>Prime Bidder</u> : Name, legal form of organization, address, main phone number, fax number, website URL.		
3. <u>Form of Business of Prime Bidder</u> : e.g. corporation, partnership, sole proprietorship, etc. Attach Certificate of incorporation or equivalent document based upon the form of organization.		
4. <u>Provide Names and Phone numbers</u> of all owners of Prime Bidder and/or officers with titles.		
5. <u>Contact Person for this ITB</u> : Name, address, phone number, fax number, email address.		
6. Federal Tax Identification Number.		
7. <u>Describe any proposed joint venture, partnership or other organization, if any, which may have been developed in order to respond to this Invitation to bid. Describe who the Prime Bidder is and who any secondary bidders may be, the nature of the consortium, and role of each member or partner. (All information requested in this Bid Form D (#3 above) must be included for each and every member or partner of any proposed consortium.) If this question is not applicable explain why.</u>		
8. <u>Provide the following information for each subprime participant</u> : Name, address, main phone number, fax number, website URL, legal form of organization, nature of participation, percentage ownership of the project by each entity, Disadvantaged Business Enterprise (DBE) status including attachment of DBE certificates.		
9. <u>Experience</u> : Demonstration of experience and track record in city, particularly the Jamaica Plain neighborhood, and state including length of time in business and the length of time in business developing projects of Prime Bidder and secondary bidders, if relevant, similar to that described in the ITB.		

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10. Has either the Prime Bidder or a significant secondary bidder ever had a prior contractual relationship with the MBTA, city of Boston, or the Commonwealth of Massachusetts? Yes or no, If yes, please explain.		
11. Has either the Prime Bidder or a significant secondary bidder ever been in material default of a contract with the MBTA, city of Boston, or the Commonwealth of Massachusetts? If so, please explain.		
12. Has the Prime Bidder, a significant secondary bidder, or any of the owners of the Prime Bidder or a significant secondary bidder ever filed for bankruptcy?		
13. Have any of the business owners in this endeavor ever been convicted of felony violations of Federal, state or local laws?		
14. Are there any pending or recent law suits against the Prime Bidder or any of its owners? If yes, please explain.		
15. Provide the name, address, account number, contact person and telephone number of the Prime Bidder's primary bank.		
16. Provide the name, address, account number, contact person and telephone number of the Prime Bidder's insurance agent.		
17. Provide the name, address, account number, contact person, and telephone number of three (3) business credit references.		
18. Explain any DBE participation and the proposed percentage of participation.		
19. Provide a statement of the Prime Bidder's equal employment opportunity policy if one exists.		
<i>Experience</i>	<i>Reference Tab</i>	<i>Reference Page</i>
20. Describe the overall experience of the Prime Bidder, all secondary bidders, participants, consultants, subcontractors, and the principals of each for performing the required services herein. Describe the relationship and responsibilities of the participants and provide evidence of the ability of each participant to carry out said responsibilities.		
21. Provide resumes of each of the principals and key personnel.		
22. Demonstrate the real estate development experience of principal/key personnel who will be working on this project.		
23. Describe similar projects, including participants' role, dates, locations, concept, system details, costs, financial structure, and project outcomes.		
24. List all major contractors contemplated to be used and each contractor's experience with similar installations.		
25. Describe in detail a project of similar size, scope and complexity as the project proposed for the Property including Bidder(s) role(s) and financing mechanisms.		

INVITATION TO BID

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PARCEL U

FORM D – BID OFFER

FORM E – DEVELOPMENT PROGRAM CONCEPT

FORM F – DEVELOPMENT PROGRAM FINANCIAL FEASIBILITY/

PRO FORMA (Separate Envelope)

DRAFT

**INVITATION TO BID
FOREST HILLS
PARCEL U, PARCELS V&W, PARCEL S
JAMAICA PLAIN, BOSTON, MASSACHUSETTS**

**PARCEL U
BID FORM D**

BID OF:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

CONTACT PERSON: _____ TELEPHONE: _____

The undersigned hereby offers to purchase from the Massachusetts Bay Transportation Authority, subject to the provisions contained in the "Invitation To Bid" dated July 2, 2008, approximately 2.82± acres of land, including any improvements thereon and appurtenances thereto, if any, located on MBTA Parcel U in Jamaica Plain, Boston, Massachusetts for the payment of:

_____ (\$ _____) per square foot of land
in words

Minimum Bid: Twenty-One Dollars and Twenty Cents (\$21.20) per square foot of land

The undersigned hereby agree that:

- a) I/we have submitted with this a Bid Deposit in the amount of Twenty-Five Thousand (\$25,000) Dollars in the form of a certified banker or cashier's check made payable to the MBTA;
- b) If I/we are declared the apparent high Bidder, the Bid Deposit is **non-refundable** and may be retained by the MBTA as liquidated damages;
- c) If the MBTA is unable to deliver the Property in accordance with the terms of the Purchase and Sale Agreement, \$12,500 of the Bid Deposit but not the Administrative Fee of \$12,500 will be returned;
- d) Interest earned on the Bid Deposit, if any, prior to MBTA Board approval of the transaction shall be the property of the MBTA;
- e) The Bid Deposit may be retained by the MBTA for up to six months if the undersigned is declared the second or third highest bidder;

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- f) At Purchase & Sale Execution, the Bid Deposit, less the Twelve Thousand Five Hundred (\$12,500) Dollar Administrative Fee, and the Designation Deposit of Twenty-Five Thousand (\$25,000) Dollars will be credited against the deposit due,
- g) If I/we are declared the Designated Bidder I/we will pay the Designation Deposit of \$25,000, as defined in this ITB,
- h) If I/we are declared the Designated Bidder I/we will pay the TRA-Administered MBTA Legal Expense Reimbursement deposit of \$25,000 as defined in this ITB;
- i) If I/we are declared the Designated Bidder, I/we will enter into the Purchase and Sale Agreement substantially in the form provided in the ITB and in the time period specified in the ITB, and
- j) If I/we are declared the Designated Bidder, I/we will pay the Purchase and Sale Deposit of Ten Percent (10%) at the time of execution of the Purchase and Sale Agreement.

These Deposits and payments are **non-refundable** and may be retained by the MBTA as liquidated damages if the Designated Bidder does not make payments in accordance with the Payment Schedule or Close in accordance with the terms of this ITB; and

This Bid Form D survives Execution of the Purchase and Sale Agreement.

The undersigned hereby declares that its Bid is submitted directly to the MBTA through its Designated Representative, TRA, and involves no real estate broker's commission to be paid by the MBTA.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in this bid to the MBTA are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made herein, change, the undersigned will promptly notify TRA in writing by certified mail or hand delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the MBTA to reject the undersigned's bid and may have the effect of precluding the applicant from doing business with the MBTA in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the MBTA or its designated representative in verification of the recitals regarding the Bidder's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned, is authorized to sign this bid on behalf of the Bidder and in accordance with **ATTACHED SIGNED AND SEALED CORPORATE AUTHORIZATION ***.

As a condition of the sale of the Property, the Bidder hereby agrees to share the MBTA's commitment to Equal Employment Opportunity (EEO), and Affirmative Action (AA), and is willing to encourage the Utilization of Disadvantaged Business Enterprises (DBE's). Furthermore, the undersigned agrees not to discriminate upon the basis of race, color, religion, sex, age,

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ancestry, sexual orientation, veteran status, disability, or national origin in the development and use of the MBTA property.

The undersigned hereby acknowledges that I/we have received and read the Invitation to Bid and have acquainted myself/ourselves with matters therein referred to and understand that in making this proposal, all rights to plead misunderstanding regarding the same have been waived in connection to the proposal.

Print Bidder Name: _____

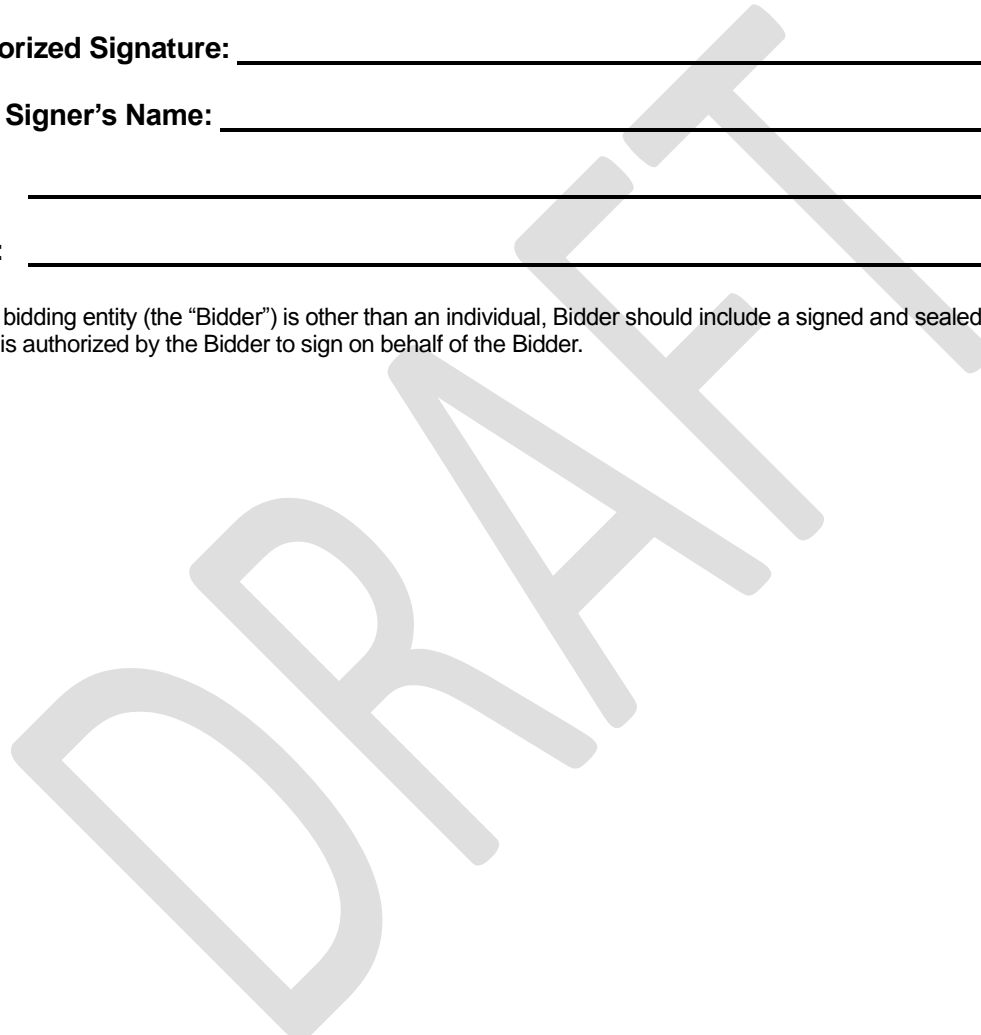
Authorized Signature: _____

Print Signer's Name: _____

Title: _____

Date: _____

* If the bidding entity (the "Bidder") is other than an individual, Bidder should include a signed and sealed statement that the signer is authorized by the Bidder to sign on behalf of the Bidder.



INVITATION TO BID
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PARCEL U
BID FORM E

DEVELOPMENT PROGRAM CONCEPT

The Bidder must demonstrate compatibility of the proposed development program with zoning and other regulations of the City of Boston, on-going community planning, and most particularly, the Forest Hills Use & Design Guidelines – Final Review Package as provided in this ITB.

The proposed development program, including, buildings, circulation, parking, loading, open space etc., must be self-contained within the Property. The program must not materially interfere with any MBTA operations at or near the site.

Please answer each and every question in your attached development program narrative and whenever possible please answer these questions in the order presented in the Form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your narrative to locate this information. Also please use the question number in your narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your Bid, please submit it in reply to the final question on this Form.

<u>Development Program</u>	<i>Reference Tab</i>	<i>Reference Page</i>
1. <u>Program Summary</u> . Provide a summary of the development concept and program including uses, number of building by use, total building square footages, parking, other site features, economic development highlights and other community benefits. Also summarize compatibility with the goals expressed in the Guidelines as well as how it serves the goals of transportation oriented development (TOD).		
Land Uses		
2. <u>Residential</u> : Describe the housing program – number of units by type, sale versus rental, number of market and affordable units, and unit sizes. Include a general pricing program.		
3. <u>Commercial</u> : Describe commercial uses, square footage, retail versus office.		
4. <u>Open Space</u> : Describe the size, location and type of open space.		
Urban Design Principals		
5. <u>Character</u> : Describe the character of the site development including density, open space, street and block layout, urban design features and amenities		
6 <u>Building</u> : Describe the buildings heights, anticipated materials and style		
7. <u>Neighborhood Interface</u> : Describe how the project relates to		

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the neighborhood streets, neighboring activities and uses, and the Southwest Corridor Park		
Transportation and Infrastructure		
8. <u>Infrastructure</u> : Discuss on and off site improvements for public and private utilities, streets, sidewalks and streetscaping, and landscaping features.		
9. <u>Access and Transportation</u> : Describe vehicular and pedestrian circulation, parking plan and TOD approach.		
10. <u>Sustainable Design and Environmental</u> : Detail any "green" technologies and design planned for the program.		
11. <u>Alternate Power</u> : Discuss any alternative power concepts for the site that may benefit the MBTA		
Zoning and MBTA Operations		
12. <u>Current Zoning</u> : Discuss briefly compatibility and differences with existing city zoning.		
13. <u>Describe compatibility</u> : Discuss any impacts and mitigation to MBTA operations at or near the site.		
14. <u>Other</u> : Add any additional information, which you believe to be relevant.		

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PARCEL U
BID FORM F

DEVELOPMENT PROGRAM FINANCIAL FEASIBILITY/PRO FORMA

Please answer each and every question in your attached narrative and whenever possible please answer these questions in the order presented in this Form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your attached narrative to locate this information. Also please use the question number in your attached narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your bid, please submit it in reply to the final question on this Form.

Project Financial Projections for Development Program	Reference Tab	Reference Page
1. <u>Development Budget</u> . The development budget must detail all development costs, including, without limitation: site preparation; building construction; parking and landscaping; utilities; design, engineering, and other consulting; permitting and fees; insurance; legal and other professional fees; construction financing costs. The development budget must detail all off-site costs, including any provisions for providing any community uses or benefits. All costs must be expressed both as a total and per gross building square foot.		
2. <u>Pro-Forma</u> . Provide details of costs and revenues of each component of the development program including soft and hard costs, as well as revenue projections, absorption and financing. Include funds for economic development programs and off-site improvements.		
3 <u>Market Study</u> : Provide a market study supporting the development program financials including phasing		
4. <u>Phasing</u> : Include anticipated project phasing by year		
Project Financing		
5. <u>Development financing</u> . State all sources of private or public debt and equity expected to be used to finance the development and the anticipated amounts from each source. Any interest from investors, lenders, tenants, or others must be indicated, and actual letter of interest should be included.		
Overall Management Plan		
6. <u>Management Plan</u> : Provide a management plan for the residential component of the development program if applicable.		

If there is additional financial information that may be helpful to your bid, please place it here.

INVITATION TO BID

FOREST HILLS

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PARCELS V&W

FORM G – BID OFFER

FORM H – DEVELOPMENT PROGRAM CONCEPT

FORM I – DEVELOPMENT PROGRAM FINANCIAL FEASIBILITY/

PRO FORMA (Separate Envelope)

DRAFT

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PARCELS V&W

BID FORM G

BID OF:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

CONTACT PERSON: _____ TELEPHONE: _____

The undersigned hereby offers to purchase from the Massachusetts Bay Transportation Authority, subject to the provisions contained in the "Invitation To Bid" dated July 2, 2008, approximately 1.54± acres of land, including any improvements thereon and appurtenances thereto, if any, located on MBTA Parcels V&W in Jamaica Plain, Boston, Massachusetts for the payment of:

_____ (\$ _____) for each square foot of land

in words

Minimum Bid: Nineteen Dollars and Five Cents (\$19.05) for each square foot of land.

The undersigned hereby agree that:

- a) I/we have submitted with this a Bid Deposit in the amount of Fifteen Thousand (\$15,000) Dollars in the form of a certified banker or cashier's check made payable to the MBTA;
- b) If I/we are declared the apparent high Bidder, the Bid Deposit is **non-refundable** and may be retained by the MBTA as liquidated damages;
- c) If the MBTA is unable to deliver the Property in accordance with the terms of the Purchase and Sale Agreement, \$7,500 of the Bid Deposit but not the Administrative Fee of \$7,500 will be returned;
- d) Interest earned on the Bid Deposit, if any, prior to MBTA Board approval of the transaction shall be the property of the MBTA;
- e) The Bid Deposit may be retained by the MBTA for up to six months if the undersigned is declared the second or third highest bidder;
- f) At Purchase & Sale Execution, the Bid Deposit, less the Seven Thousand Five hundred (\$7,500) Dollar Administrative Fee, and the Designation Deposit of Fifteen Thousand (\$15,000) Dollars will be credited against the Deposit due,

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g) If I/we are declared the Designated Bidder I/we will pay the Designation Deposit of \$15,000, as defined in this ITB,

h) If I/we are declared the Designated Bidder I/we will pay the TRA-Administered MBTA Legal Expense Reimbursement deposit of \$25,000 as defined in this ITB;

i) If I/we are declared the Designated Bidder, I/we will enter into the Purchase and Sale Agreement substantially in the form provided in the ITB and in the time period specified in the ITB, and

j) If I/we are declared the Designated Bidder, I/we will pay the Purchase and Sale Deposit of Ten Percent (10%) at the time of execution of the Purchase and Sale Agreement.

These Deposits and payments are **non-refundable** and may be retained by the MBTA as liquidated damages if the Designated Bidder does not make payments in accordance with the Payment Schedule or Close in accordance with the terms of this ITB; and

k) If I/we are declared the Designated Bidder, I/we agree to purchase the BWSC Parcel (w-2) along with Parcels w-1 and w-3 for the same Bid Price provided in this Bid Form G in the event the MBTA is able to successfully obtain a deed or easement from the Boston Water and Sewer Commission prior to Closing.

This Bid Form G survives Execution of the Purchase and Sale Agreement.

The undersigned hereby declares that its Bid is submitted directly to the MBTA through its Designated Representative, TRA, and involves no real estate broker's commission to be paid by the MBTA.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in this bid to the MBTA are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made herein, change, the undersigned will promptly notify TRA in writing by certified mail or hand delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the MBTA to reject the undersigned's bid and may have the effect of precluding the applicant from doing business with the MBTA in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the MBTA or its designated representative in verification of the recitals regarding the Bidder's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned, is authorized to sign this bid on behalf of the Bidder and in accordance with **ATTACHED SIGNED AND SEALED CORPORATE AUTHORIZATION** *.

As a condition of the sale of the Property, the Bidder hereby agrees to share the MBTA's commitment to Equal Employment Opportunity (EEO), and Affirmative Action (AA), and is willing to encourage the Utilization of Disadvantaged Business Enterprises (DBE's). Furthermore, the undersigned agrees not to discriminate upon the basis of race, color, religion, sex, age,

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JAMAICA PLAIN, BOSTON, MASSACHUSETTS**

ancestry, sexual orientation, veteran status, disability, or national origin in the development and use of the MBTA property.

The undersigned hereby acknowledges that I/we have received and read the Invitation to Bid and have acquainted myself/ourselves with matters therein referred to and understand that in making this proposal, all rights to plead misunderstanding regarding the same have been waived in connection to the proposal.

Print Bidder Name: _____

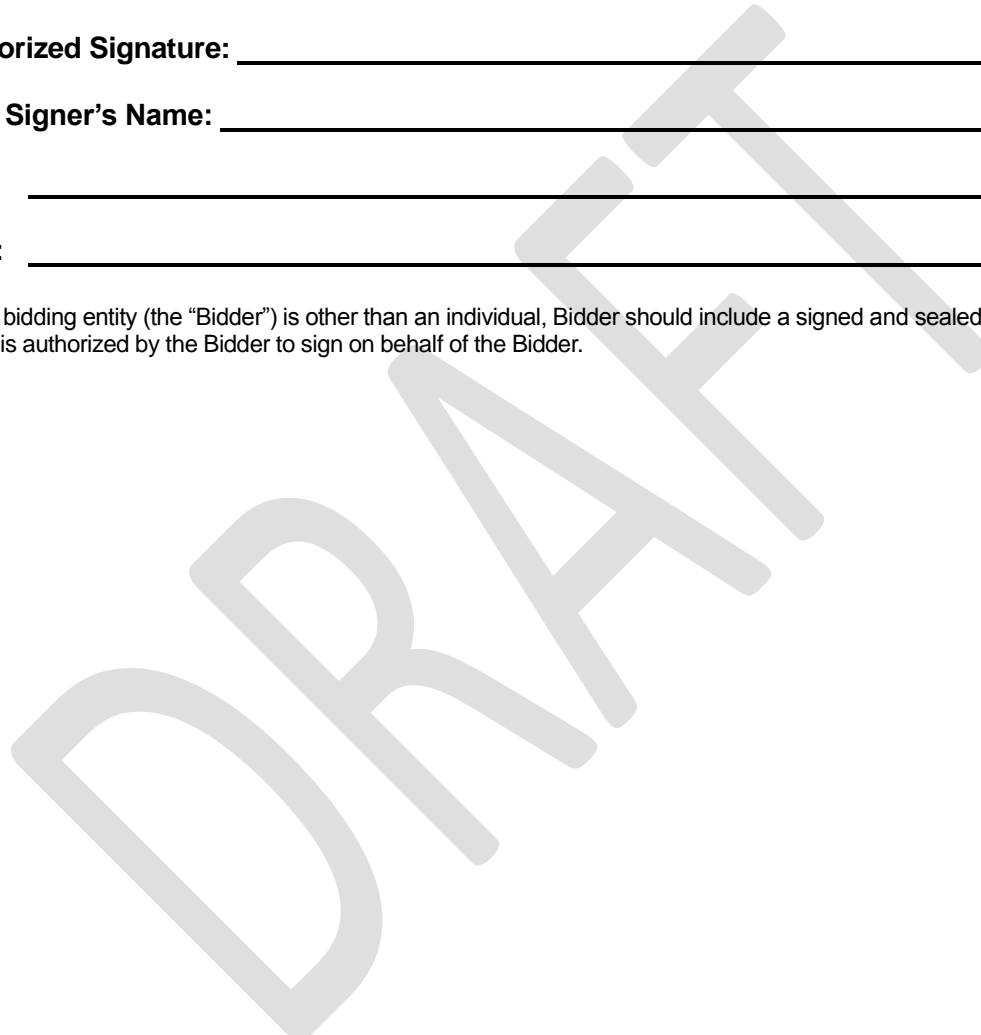
Authorized Signature: _____

Print Signer's Name: _____

Title: _____

Date: _____

* If the bidding entity (the "Bidder") is other than an individual, Bidder should include a signed and sealed statement that the signer is authorized by the Bidder to sign on behalf of the Bidder.



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JAMAICA PLAIN, BOSTON, MASSACHUSETTS

PARCELS V&W

BID FORM H

DEVELOPMENT PROGRAM CONCEPT

The Bidder must demonstrate compatibility of the proposed development program with zoning and other regulations of the City of Boston, on-going community planning, and most particularly, the Forest Hills Use & Design Guidelines -Final Review Package as provided in this ITB.

The proposed development program, including, buildings, circulation, parking, loading, open space etc., must be self-contained within the Property. The program must not materially interfere with any MBTA operations at or near the site.

Please answer each and every question in your attached development program narrative and whenever possible please answer these questions in the order presented in the Form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your narrative to locate this information. Also please use the question number in your narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your Bid, please submit it in reply to the final question on this Form.

<u>Development Program</u>	<i>Reference Tab</i>	<i>Reference Page</i>
1. <u>Program Summary</u> . Provide a summary of the development concept and program including uses, number of building by use, total building square footages, parking, other site features, economic development highlights and other community benefits. Also summarize compatibility with the goals expressed in the Guidelines as well as how it serves the goals of transportation oriented development (TOD).		
Land Uses		
2. <u>Residential</u> : Describe the housing program – number of units by type, sale versus rental, number of market and affordable units, and unit sizes. Include a general pricing program.		
3. <u>Commercial</u> : Describe commercial uses, square footage, retail versus office.		
4. <u>Open Space</u> : Describe the size, location and type of open space.		
Urban Design Principals		
5. <u>Character</u> : Describe the character of the site development including density, open space, street and block layout, urban design features and amenities		
6 <u>Building</u> : Describe the buildings heights, anticipated materials and style		
7. <u>Neighborhood Interface</u> : Describe how the project relates to the neighborhood streets, neighboring activities and uses, and the Southwest Corridor Park		

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JAMAICA PLAIN, BOSTON, MASSACHUSETTS

Transportation and Infrastructure		
8. <u>Infrastructure</u> : Discuss on and off site improvements for public and private utilities, streets, sidewalks and streetscaping, and landscaping features.		
9. <u>Access and Transportation</u> : Describe vehicular and pedestrian circulation, parking plan and TOD approach.		
10. <u>Sustainable Design and Environmental</u> : Detail any "green" technologies and design planned for the program		
11. <u>Alternate Power</u> : Discuss any alternative power concepts for the site that may benefit the MBTA		
Zoning and MBTA Operations		
12. <u>Current Zoning</u> : Discuss briefly compatibility and differences with existing city zoning.		
13. <u>Describe compatibility</u> : Discuss any impacts and mitigation to MBTA operations at or near the site.		
14. <u>Other</u> : Add any additional information, which you believe to be relevant.		

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JAMAICA PLAIN, BOSTON, MASSACHUSETTS

PARCELS V&W

BID FORM I

DEVELOPMENT PROGRAM FINANCIAL FEASIBILITY/PRO FORMA

Please answer each and every question in your attached narrative and whenever possible please answer these questions in the order presented in this Form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your attached narrative to locate this information. Also please use the question number in your attached narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your bid, please submit it in reply to the final question on this Form.

Project Financial Projections for Development Program	Reference Tab	Reference Page
1. <u>Development Budget</u> . The development budget must detail all development costs, including, without limitation: site preparation; building construction; parking and landscaping; utilities; design, engineering, and other consulting; permitting and fees; insurance; legal and other professional fees; construction financing costs. The development budget must detail all off-site costs, including any provisions for providing any community uses or benefits. All costs must be expressed both as a total and per gross building square foot.		
2. <u>Pro-Forma</u> . Provide details of costs and revenues of each component of the development program including soft and hard costs, as well as revenue projections, absorption and financing. Include funds for economic development programs and off-site improvements.		
3. <u>Market Study</u> : Provide a market study that supporting the development program financial including project phasing.		
4. <u>Phasing</u> : Include anticipated project phasing by year		
Project Financing		
5. <u>Development financing</u> . State all sources of private or public debt and equity expected to be used to finance the development and the anticipated amounts from each source. Any interest from investors, lenders, tenants, or others must be indicated, and actual letter of interest should be included.		
Overall Management Plan		
6. <u>Management Plan</u> : Provide a management plan for the residential component of the development program if applicable.		

If there is additional financial information that may be helpful to your bid, please place it here.

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JAMAICA PLAIN, BOSTON, MASSACHUSETTS

PARCEL S

FORM J – BID OFFER

FORM K – DEVELOPMENT PROGRAM CONCEPT

FORM L – DEVELOPMENT PROGRAM FINANCIAL FEASIBILITY/

PRO FORMA (Separate Envelope)

DRAFT

**INVITATION TO BID
FOREST HILLS
PARCEL U, PARCELS V&W, PARCEL S
JAMAICA PLAIN, BOSTON, MASSACHUSETTS**

**PARCEL S
BID FORM J**

BID OF:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

CONTACT PERSON: _____ TELEPHONE: _____

The undersigned hereby offers to lease from the Massachusetts Bay Transportation Authority, subject to the provisions contained in the "Invitation To Bid" dated July 2, 2008, approximately 3.16± acres of land, including any improvements thereon and appurtenances thereto, if any, located on MBTA Parcel S in Jamaica Plain, Boston, Massachusetts for the Annual Base Rent payment of:

_____ (\$ _____) for the first year
in words Annual Base Rent

Minimum Bid: Forty Thousand Dollars (\$40,000) per year for the first year (Annual Base Rent) of Eighty-Five (85) year lease.

The Annual Base Rent ("Parcel S - Bid Form J") will escalate annually by the percentage increase of the Consumer Price Index, Boston Metropolitan Area for All Urban Consumers (CPI-U), but not less than 2.5%, for the 85-year term of the Lease. The Lease payments will be adjusted every five years.

The undersigned hereby agree that:

- a) I/we have submitted with this a Bid Deposit in the amount of Twenty-Five Thousand (\$25,000) Dollars in the form of a certified banker or cashier's check made payable to the MBTA;
- b) if I/we are declared the apparent high Bidder, the Bid Deposit is **non-refundable** and may be retained by the MBTA as liquidated damages;
- c) if the MBTA is unable to deliver the Property in accordance with the terms of the Lease Agreement, \$12,500 of the Bid Deposit but not the Administrative Fee of \$12,500 will be returned;
- d) interest earned on the Bid Deposit, if any, prior to MBTA Board approval of the transaction shall be the property of the MBTA;

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- e) the Bid Deposit may be retained by the MBTA for up to six months if the undersigned is declared the second or third highest bidder;
- f) at Lease Agreement Term Sheet Execution, the Bid Deposit, less the Twelve Thousand Five Hundred (\$12,500) Dollar Administrative Fee, and the Designation Deposit of Twenty-Five Thousand (\$25,000) Dollars will be credited against the Deposit due,
- g) if I/we are declared the Designated Bidder I/we will pay the Designation Deposit of \$25,000, as defined in this ITB,
- h) If I/we are declared the Designated Bidder I/we will pay the TRA-Administered MBTA Legal Expense Reimbursement deposit of \$25,000 and the MBTA Engineering Review force account agreement of \$50,000 as defined in this ITB;
- i) If I/we are declared the Designated Bidder, I/we will enter into the Lease Agreement substantially in the form provided in the ITB and in the time period specified in the ITB, and
- j) If I/we are declared the Designated Bidder, I/we will pay the Lease Agreement Term Sheet Deposit of Ten Percent (10%) at the time of execution of the Lease Agreement Term Sheet.

These Deposits and payments are **non-refundable** and may be retained by the MBTA as liquidated damages if the Designated Bidder does not make payments in accordance with the Payment Schedule or Close in accordance with the terms of this ITB; and

This Bid Form J survives Execution of the Lease Agreement.

The undersigned hereby declares that its Bid is submitted directly to the MBTA through its Designated Representative, TRA, and involves no real estate broker's commission to be paid by the MBTA.

The undersigned declares under the penalties of perjury provided for in the General Laws of the Commonwealth of Massachusetts, and hereby certifies that all of the information and statements contained in this bid to the MBTA are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made herein, change, the undersigned will promptly notify TRA in writing by certified mail or hand delivery. The undersigned also understands that a misstatement, omission and/or failure to update information may be cause for the MBTA to reject the undersigned's bid and may have the effect of precluding the applicant from doing business with the MBTA in the future.

The undersigned hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the MBTA or its designated representative in verification of the recitals regarding the Bidder's submission, or any other information submitted.

The undersigned hereby certifies that the undersigned, is authorized to sign this bid on behalf of the Bidder and in accordance with **ATTACHED SIGNED AND SEALED CORPORATE AUTHORIZATION ***.

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As a condition of the sale of the Property, the Bidder hereby agrees to share the MBTA's commitment to Equal Employment Opportunity (EEO), and Affirmative Action (AA), and is willing to encourage the Utilization of Disadvantaged Business Enterprises (DBE's). Furthermore, the undersigned agrees not to discriminate upon the basis of race, color, religion, sex, age, ancestry, sexual orientation, veteran status, disability, or national origin in the development and use of the MBTA property.

The undersigned hereby acknowledges that I/we have received and read the Invitation to Bid and have acquainted myself/ourselves with matters therein referred to and understand that in making this proposal, all rights to plead misunderstanding regarding the same have been waived in connection to the proposal.

Print Bidder Name: _____

Authorized Signature: _____

Print Signer's Name: _____

Title: _____

Date: _____

* If the bidding entity (the "Bidder") is other than an individual, Bidder should include a signed and sealed statement that the signer is authorized by the Bidder to sign on behalf of the Bidder.

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PARCEL S
BID FORM K

DEVELOPMENT PROGRAM CONCEPT

The Bidder must demonstrate compatibility of the proposed development program with zoning and other regulations of the City of Boston, on-going community planning, and most particularly, the Forest Hills Use & Design Guidelines - Final Review Package as provided in this ITB.

The proposed development program, including, buildings, circulation, parking, loading, open space etc., must be self-contained within the Property. The program must not materially interfere with any MBTA operations at or near the site.

Please answer each and every question in your attached development program narrative and whenever possible please answer these questions in the order presented in the Form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your narrative to locate this information. Also please use the question number in your narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your Bid, please submit it in reply to the final question on this Form.

<u>Development Program</u>	<i>Reference Tab</i>	<i>Reference Page</i>
1. <u>Program Summary</u> . Provide a summary of the development concept and program including uses, number of building by use, total building square footages, parking, other site features, economic development highlights and other community benefits. Also summarize compatibility with the goals expressed in the Guidelines as well as how it serves the goals of transportation oriented development (TOD).		
Land Uses		
2. <u>Residential</u> : Describe the housing program – number of units by type, sale versus rental, number of market and affordable units, and unit sizes. Include a general pricing program.		
3. <u>Commercial</u> : Describe commercial uses, square footage, retail versus office.		
4. <u>Open Space</u> : Describe the size, location and type of open space.		
Urban Design Principals		
5. <u>Character</u> : Describe the character of the site development including density, open space, street and block layout, urban design features and amenities		
6 <u>Building</u> : Describe the buildings heights, anticipated materials and style		
7. <u>Neighborhood Interface</u> : Describe how the project relates to		

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the neighborhood streets, neighboring activities and uses, and the Southwest Corridor Park		
Transportation and Infrastructure		
8. <u>Infrastructure</u> : Discuss on and off site improvements for public and private utilities, streets, sidewalks and streetscaping, and landscaping features.		
9. <u>Access and Transportation</u> : Describe vehicular and pedestrian circulation, parking plan and TOD approach.		
10. <u>Sustainable Design and Environmental</u> : Detail any "green" technologies and design planned for the program		
11. <u>Alternate Power</u> : Discuss any alternative power concepts for the site that may benefit the MBTA.		
Zoning and MBTA Operations		
12. <u>Current Zoning</u> : Discuss briefly compatibility and differences with existing city zoning.		
13. <u>Describe compatibility</u> : Describe fully any impacts and mitigation to MBTA operations at or near the site.		
14. <u>Other</u> : Add any additional information, which you believe to be relevant.		

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PARCEL S
BID FORM L

DEVELOPMENT PROGRAM FINANCIAL FEASIBILITY/PRO FORMA

Please answer each and every question in your attached narrative and whenever possible please answer these questions in the order presented in this Form. A blank is provided after each item of information required. Please insert the referenced Tab and Page number in your attached narrative to locate this information. Also please use the question number in your attached narrative text to assist us in assuring that your submission is complete. If you believe additional information is needed to understand your bid, please submit it in reply to the final question on this Form.

Project Financial Projections for Development Program	Reference Tab	Reference Page
1. <u>Development Budget</u> . The development budget must detail all development costs, including, without limitation: site preparation; building construction; parking and landscaping; utilities; design, engineering, and other consulting; permitting and fees; insurance; legal and other professional fees; construction financing costs. The development budget must detail all off-site costs, including any provisions for providing any community uses or benefits. All costs must be expressed both as a total and per gross building square foot.		
2. <u>Pro-Forma</u> . Provide details of costs and revenues of each component of the development program including soft and hard costs, as well as revenue projections, absorption and financing. Include funds for economic development programs and off-site improvements.		
3. <u>Market Study</u> : Provide a market study that supports the development program financials including phasing.		
4. <u>Phasing</u> : Include anticipated project phasing by year		
Project Financing		
5. <u>Development financing</u> . State all sources of private or public debt and equity expected to be used to finance the development and the anticipated amounts from each source. Any interest from investors, lenders, tenants, or others must be indicated, and actual letter of interest should be included.		
Overall Management Plan		
6. <u>Management Plan</u> : Provide a management plan for the residential component of the development program if applicable.		

If there is additional financial information that may be helpful to your bid, please place it here.

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APPENDICES

DRAFT

INVITATION TO BID

FOREST HILLS

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APPENDIX A

SITE PLANS

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APPENDIX B

MASSHOUSING INFORMATION

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APPENDIX C

BRA MINIMUM NEIGHBORHOOD RESIDENTIAL UNIT SIZE CRITERIA GUIDELINES

DRAFT

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APPENDIX D

BOSTON INCLUSIONARY DEVELOPMENT POLICY

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APPENDIX E

FOREST HILLS INITIATIVE TASK FORCE COMMENTS

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INVITATION TO BID

FOREST HILLS

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APPENDIX F

DRAFT PURCHASE AND SALE AGREEMENT
(PARCEL U AND PARCELS V&W)

DRAFT

INVITATION TO BID

FOREST HILLS

PARCEL U, PARCELS V&W, PARCEL S
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APPENDIX G

PARCEL S

DRAFT LEASE AGREEMENT TERM SHEET

DRAFT LEASE AGREEMENT

DRAFT

INVITATION TO BID
FOREST HILLS
PARCEL U, PARCELS V&W, PARCEL S
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APPENDIX H - 1

SCHEDULE PARCEL U

1.	Publish Invitation to Bid	July 2, 2008
2.	Deadline for Written Questions	September 12, 2008
3.	Pre-Bid Conference	September 17, 2008
4.	Bids/Bid Deposit Due (\$25,000)	October 15, 2008
5.	Bid Opening	October 15, 2008
6.	Designation of Successful Bidder (Subject to MBTA Board approval)	October 22, 2008
7.	Reimbursement Agreement/\$25,000 due (14 days after Designation)	November 5, 2008
8.	Community Meeting	To Be Determined
9.	Designation Deposit Due (\$25,000)	December 3, 2008
10.	Execute P&S /Deposit Due (10% of Bid) (within 60 days of Designation)	January 20, 2009
11.	MBTA Board of Directors Meeting	March 5, 2009 (to be confirmed)
12.	Due Diligence complete (survey, environmental, title) (within 60 of P&S)	March 23, 2009
13.	Closing	March 5, 2010
Extension: Up to 3 One-month extensions – 2010 (1% of bid price due per extension)		No Later than June 5,

This schedule is intended as a guide and is subject to change at the MBTA's discretion.

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APPENDIX H - 2

SCHEDULE PARCELS V&W

1.	Publish Invitation to Bid	July 2, 2008
2.	Deadline for Written Questions	September 12, 2008
3.	Pre-Bid Conference	September 17, 2008
4.	Bids/Bid Deposit Due (\$15,000)	October 15, 2008
5.	Bid Opening	October 15, 2008
6.	Designation of Successful Bidder (Subject to MBTA Board approval)	July 30, 2008
7.	Reimbursement Agreement Due (\$25,000) 14 days after Designation	August 13, 2008
8.	Community Meeting	To Be Determined
9.	Designation Deposit Due \$15,000	December 3, 2008
10.	Execute P&S /Deposit Due (10% of Bid) within 60 days of Designation	January 20, 2009
11.	MBTA Board of Directors Meeting	March 5, 2009 (to be confirmed)
12.	Due Diligence complete (survey, environmental, title) within 60 days of P&S	March 23, 2009
13.	Closing	March 5, 2010
Extension: Up to 3 One-month extensions – (1% of bid price due per extension)		No Later than June 5, 2010

This schedule is intended as a guide and is subject to change at the MBTA's discretion.

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APPENDIX H-3

SCHEDULE PARCEL S

- | | | |
|-----|--|------------------------------------|
| 1. | Publish Invitation to Bid | July 2, 2008 |
| 2. | Deadline for Written Questions | September 12, 2008 |
| 3. | Pre-Bid Conference | September 17, 2008 |
| 4. | Bids/Bid Deposit Due (\$25,000) | October 15, 2008 |
| 5. | Bid Opening | October 15, 2008 |
| 6. | Designation of Successful Bidder
(Subject to MBTA Board approval) | July 30, 2008 |
| 7. | MBTA Legal Reimbursement Agreement Due (\$25,000)
14 days after Designation | August 13, 2008 |
| 8. | MBTA Engineering Reimbursement Agreement Due
(\$50,000) Due 14 days after Designation | August 13, 2008 |
| 9. | Community Meeting | To Be Determined |
| 10. | Designation Deposit Due
(\$25,000) | December 3, 2008 |
| 11. | Execute Lease Agreement Term Sheet/
Deposit Due (10% of Bid)
within 60 days of Designation | January 20, 2009 |
| 12. | MBTA Board of Directors Meeting | March 5, 2009
(to be confirmed) |
| 13. | Due Diligence complete
(survey, environmental, title)
within 60 days of P&S | March 23, 2009 |
| 14. | Execute Lease Agreement/Closing | March 5, 2010 |

This schedule is intended as a guide and is subject to change at the MBTA's discretion.

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APPENDIX I

Massachusetts General Laws, Chapter 40, Sec. 54(A)

§ 54A. Structures on Abandoned Railroad Rights-of-Way.

If a city or town or any other person purchases any lands formerly used as a railroad right-of-way or any property appurtenant thereto formerly used by any railroad company in the commonwealth, no permit to build a structure of any kind on land so purchased shall be issued by any city or town in the commonwealth without first obtaining, after public hearing, the consent in writing to the issuance of such permit from the secretary of the executive office of transportation and construction. If said secretary does not consent to the issuance of such permit, the owner of the land may recover from the commonwealth such damages as would be awarded under the provisions of chapter seventy-nine.

Notwithstanding the provisions of the second sentence of the foregoing paragraph, there shall be no recovery from the commonwealth in damages under said sentence by an owner of such land purchased after January first, nineteen hundred and seventy-six. (1973, 963; 1975, 859, § 18A.)

Editorial Note-

The 1975 amendment added the second paragraph, relative to termination of recovery of certain damages on 1 January 1976.

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APPENDIX J

TRA-Administered MBTA Legal Expense Reimbursement Agreement

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INVITATION TO BID

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**PARCEL U, PARCEL V&W, PARCEL S
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**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
THROUGH TRANSIT REALTY ASSOCIATES, LLC**