



MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

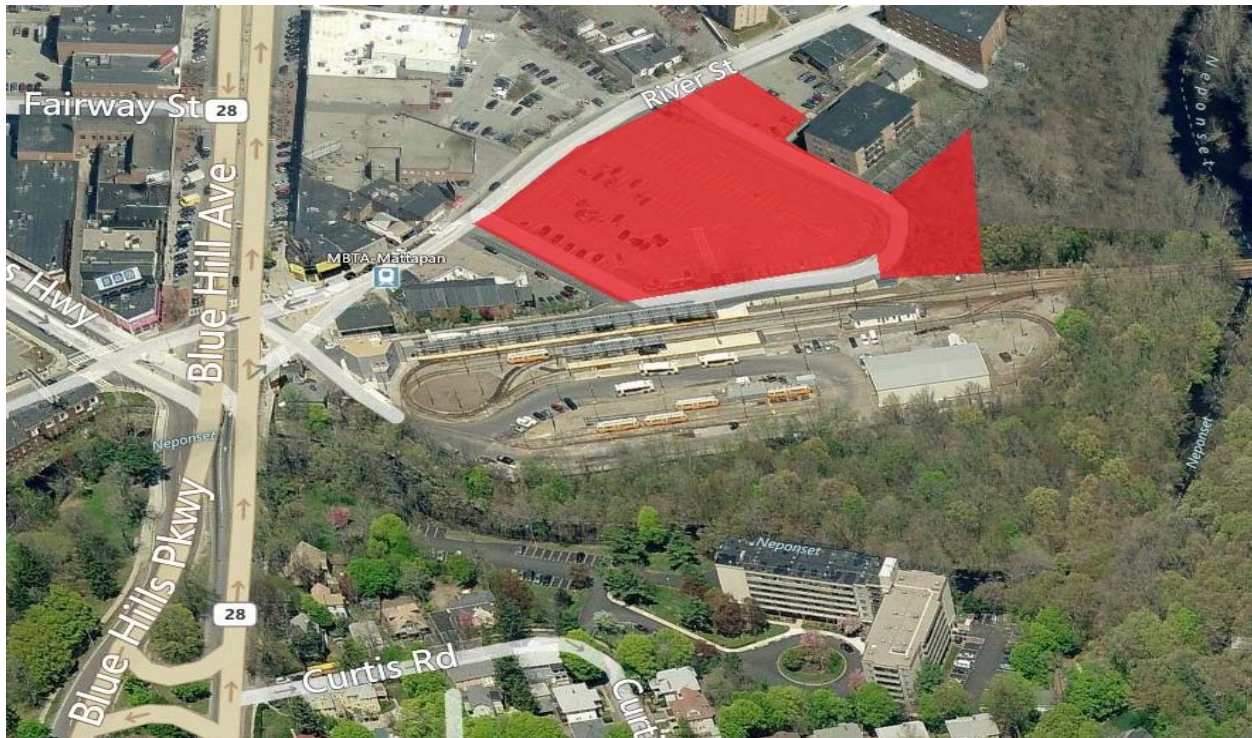
Through

MASSACHUSETTS REALTY GROUP

INVITATION TO BID

SALE OF LAND

**MATTAPAN STATION
466 RIVER STREET
MATTAPAN, BOSTON, MA**



**MBTA-#14598
November 18, 2015**

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I. INVITATION TO BID

The Massachusetts Bay Transportation Authority (“MBTA”) invites all interested parties to bid on the fee-simple sale of approximately 108,248 square feet (2.48 acres) of land adjacent to the Mattapan Station, located at 466 River Street in the Mattapan neighborhood of Boston, Massachusetts (the “Property”). This invitation to bid represents a rare opportunity for transit-oriented development minutes outside of Downtown Boston.

Further information pertaining to this Invitation to Bid (“ITB”) may be obtained from the Massachusetts Realty Group website at www.mbtarealty.com or the MBTA’s designated representative by contacting:

Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, Massachusetts 02116
Attention: John Karnath
E-mail: ITB@mbtarealty.com

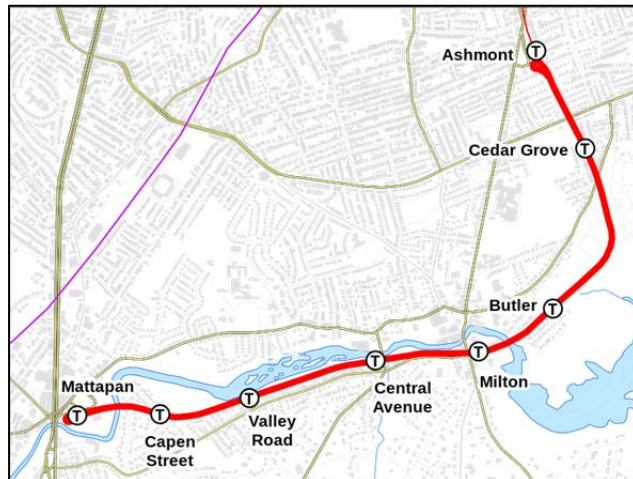
Should the MBTA amend or change any information in this ITB, the information will be distributed to registered bidders in the form of an addendum. In order to register, bidders must obtain their bid forms from the Massachusetts Realty Group website. Bidders are responsible for checking the website frequently throughout the bid process to ensure receipt of any addenda to this ITB.

II. BACKGROUND AND PROPERTY DESCRIPTION

BACKGROUND

The Ashmont-Mattapan High Speed Line (“HSL”) consists of a separate-grade track that forms a unique branch of the MBTA’s Red Line system. Using a car trolley system that is similar to the MBTA’s Green Line, riders transfer at Ashmont Station in Dorchester from the Red Line’s heavy rail cars to the HSL’s trolley cars in order to access the 2.6-mile, 8-stop line.

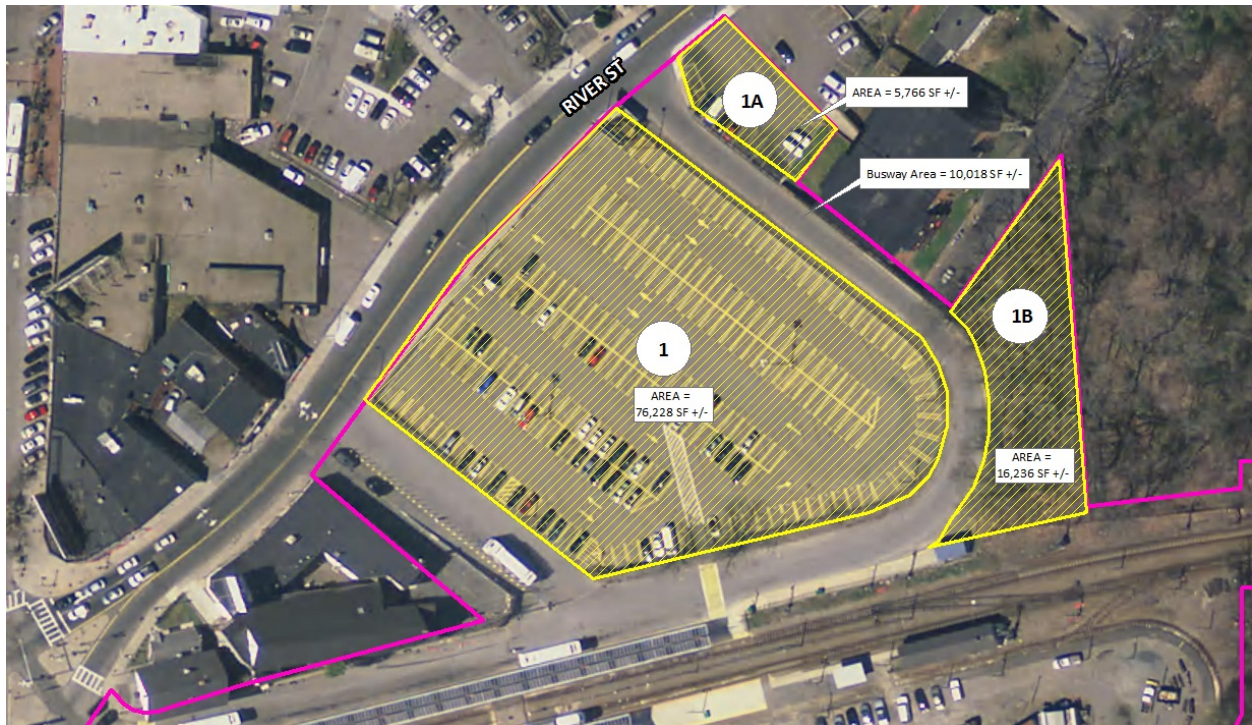
Mattapan Station is the terminus of the HSL and has been in use since 1929. In 2007, as part of a large-scale rehabilitation of the HSL, the MBTA completed a \$10 million improvement program at Mattapan Station which included trolley restoration and a new accessible building platform with overhead canopies and a Transit Police substation. With 4,586 daily riders, the HSL serves as a vital transportation link for the residents of Boston’s southern neighborhoods.



PROPERTY DESCRIPTION

The Property consists of the fee simple rights to three parcels situated at and around the parking lot at Mattapan Station, as well as portions of a busway adjacent to the parcels. More specifically, the Property is comprised of Parcels 1, 1A, 1B, and the busway area shown below, which together amount to a total size of approximately 108,248 square feet, or 2.48 acres of land.

The Property is bounded by River Street on the northwest, Gillespies Lane on the southwest, Mattapan Station on the south, and a private business and an undeveloped parcel along the Neponset River to the north and east. The Property contains approximately 280 feet of frontage on River Street and 140 feet of frontage along Gillespies Lane. The MBTA has given up its rights to Gillespies Lane and it is not part of this offering. A survey delineating the precise boundaries of the Property and easements to be retained by the MBTA must be performed at the sole expense of the Successful Bidder (defined below).

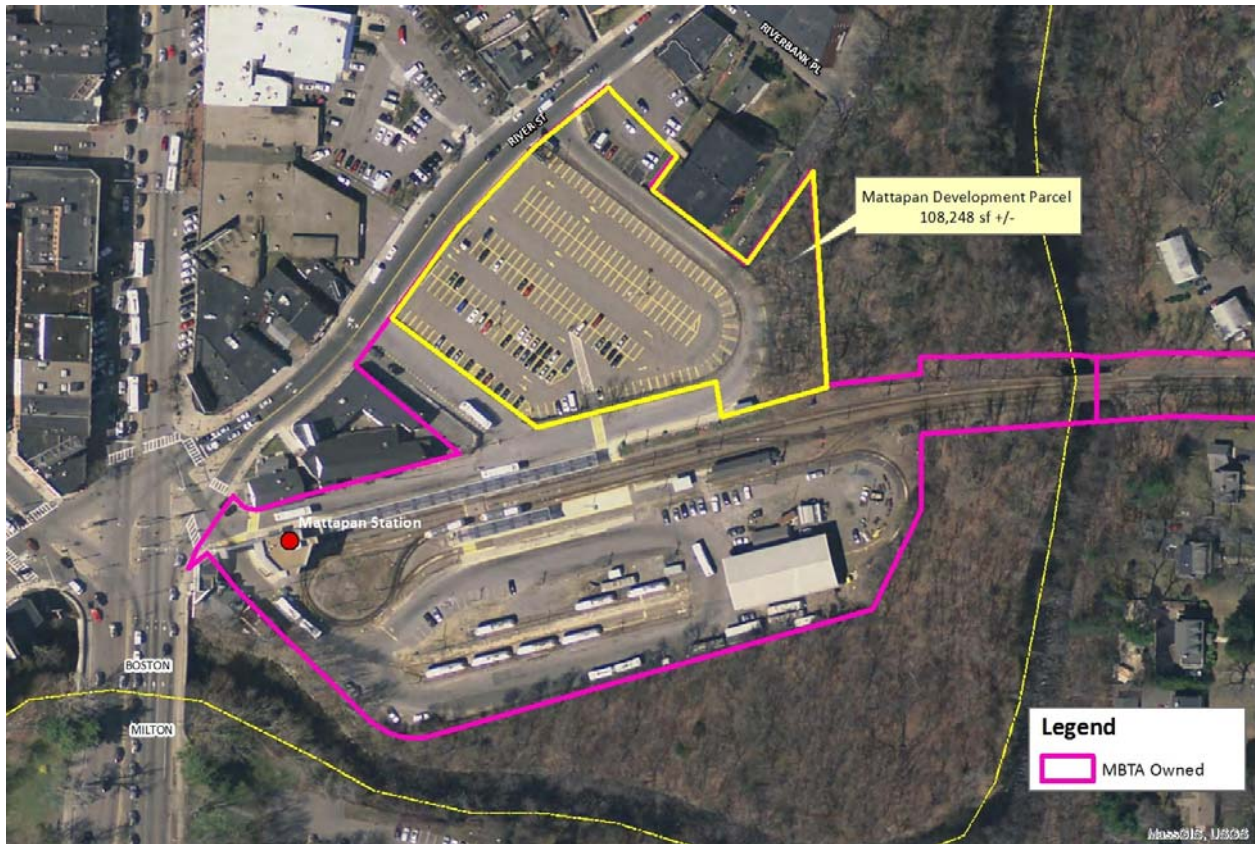


As detailed in Section V, the MBTA will retain rights in the Property for the operation and maintenance of Mattapan Station, including public parking, drop-off/pick-up area, pedestrian access and bus access. Also, the Successful Bidder is responsible for constructing and maintaining a walkway/bikeway providing access from River Street across the Property to Mattapan Station. In addition, Parcel 1A of the Property is subject to a parking lot encroachment by the neighboring apartment property (442 River Street). In the event the MBTA has not resolved this encroachment before the closing of the sale of the Property, it is the responsibility of the Successful Bidder to resolve the encroachment. The Property also contains an approximately 20-foot-wide easement benefitting the Massachusetts Water Resources Authority.

Property Access

By using the Red Line, the Property is approximately 39 minutes from Downtown Crossing Station in Boston, 47 minutes from Kendall Square Station in Cambridge, and 57 minutes from Alewife Station in West Cambridge. In addition, the station is served by the MBTA's number 24, 27, 28, 29, 30, 31, 33, & 245 buses, which provide service to Ashmont Station, Ruggles Station, Jackson Square and Forest Hills.

In addition, the Property is 0.5 miles away from the planned Blue Hill Avenue station, a new station on the MBTA's Fairmont Line. Slated to open in 2017, Blue Hill Avenue will provide residents of the Mattapan neighborhood Commuter Rail access to South Station, with trips expected to take 24 minutes each way.



BRA REDEVELOPMENT USE AND DESIGN GUIDELINES FOR MATTAPAN SQUARE

The Boston Redevelopment Authority (BRA), in conjunction with the community of Mattapan, has developed guidelines for the development of Mattapan Square. These guidelines are intended to provide developers with a roadmap while they craft their ideas for the redevelopment of the site. They also reflect new zoning developed in coordination with the Mattapan Economic Development Initiative.

The BRA guidelines promote the following goals:

- Increase the social and economic vibrancy of the neighborhood by adding to residential base and promoting employment
- Enhance the character of the neighborhood and promote connectivity to the neighborhood
- Utilize the transportation components of the site by promoting density and circulation without hampering transit operations
- Address community housing needs by providing a variety of housing options

Current Zoning and Guidelines

- Maximum building height of 55', which is approximately 5 stories.
- Residential Development Incentive allows for an increase in height of up to an additional 10', which could allow for a 6 story building. To achieve this additional height:
 - 50% of project must be residential
 - At least 15% of residential units must be affordable

Permitted Uses

- Specifically, the BRA guidelines allow for the following uses:
- Ground floor commercial or retail
- A range of residential units, including studio, 1 bedroom, and 2 bedroom
- 15% of units should be priced to allow for residents at 80-120% Area Medium Income (AMI) to occupy
- Service and/or supporting uses
- Health care, social services, day care, etc.
- Open space, and connectivity to and use of the adjacent Neponset River Green Way

The BRA guidelines are attached, in their entirety, as Appendix E.

Bidders are responsible for verification and identification of all applicable federal, state, and local zoning laws, as well as other city regulations and plans that may apply to the Property. Neither MBTA nor Massachusetts Realty Group makes any representation as to matters related to zoning, development approvals or permitting.

Property Investigation

The Successful Bidder will be allowed to conduct environmental and other site investigations of the Property as more fully described in the License of Entry, the form of which is attached as Appendix C hereto. No testing of the Property will be permitted unless and until the Successful Bidder has executed a License of Entry.

III. DIVERSITY SUPPLIER PROGRAM

It is the policy of the Commonwealth of Massachusetts and MBTA to promote equity of opportunity in state contracting and, to that end, encourage full participation of minority and/or women owned businesses, as those terms are defined by the Commonwealth's Supplier Diversity Office ("SDO"), in all areas of state contracting, including contracts for construction, design, goods and services. MBTA further recognizes the importance of joint and co-ventures and meaningful partnerships involving Minority Business Enterprises ("MBE") and Women Business Enterprises ("WBE") in all aspects of development.

This ITB requires bidders to make a significant commitment to partner with certified MBE/WBE. All bidders must submit a Supplier Diversity Program ("SDP") Plan that responds to the information requested in Bid Form K. Failure to provide an adequate response as defined in Section V will result in a bid being deemed "non-responsive."

The SDP Plan should promote M/WBE's through pre-construction contracts (e.g., architecture and engineering), development contracts, project management, feasibility, finance, underwriting, and appraisal. The Successful Bidder is encouraged to prepare and implement a SDP Plan which includes joint or co-ventures and equity partnerships with M/WBE's. Bidders must use M/WBE's that are certified by the state's Supplier Diversity Division office or applying for certification at the time of submission of the bid.

Please note that no bidder will be considered qualified unless and until they agree to commit to the following:

- Meaningful Equity Partnerships: Bidder commits to enter into meaningful partnerships which reflect significant economic participation and management roles for M/WBE's firms across various elements of development, including equity and/or debt investment, construction and project management, architecture, planning, urban design and landscape architecture, feasibility analysis, project finance, underwriting, and appraising. Bidders must submit a detailed plan for the project team that demonstrates such partnerships. The SDP Plan should include timeframes and milestones and must be in effect at all times during the project. Bidders should include a narrative or description of the level M/WBE's, development participation, financing, and construction contracting of M/WBE's in any and all phases of the project's development.
- Growth & Development: Bidder commits to growth and development in their SDP Plan, and must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SDO-certified companies.

Once an SDP Plan is submitted and approved, the MBTA will continue to monitor performance and compliance.

To the extent that any conflict exists between the development goals and policies identified in this ITB and any requirements imposed by federal and state law relating to participation by a certified M/WBE as a condition of receipt of federal or state funds, the federal or state requirements shall prevail.

IV. BID SCHEDULE

The following Bid Schedule shows the critical dates for the bid and designation period of this ITB. This schedule is subject to change at the MBTA's discretion. MBTA shall endeavor to notify registered bidders in advance of any such change.

EVENT	Description	Date
Deadline for written questions	Potential bidders are to submit, in writing, all questions and requests for clarifications or changes. Questions should be addressed to the attention of John Karnath at Massachusetts Realty Group, or sent via email to ITB@mbtarealty.com . Potential bidders are reminded that only the ITB and addenda issued by the MBTA should be considered to be definitive information regarding this offering. Verbal responses to questions, including those at Pre-Bid Conference, should not be regarded as official or definitive. Written questions or comments on the ITB should be submitted in Microsoft Word format. Each question should also identify the relevant ITB page number(s), if applicable.	<u>5:00 p.m. Wednesday, January 6, 2016.</u>
Pre-Bid Conference	A Pre-Bid Conference will be held <u>at the site in the commuter parking area.</u>	<u>1:00 p.m. Wednesday, January 20, 2016.</u>

Bid Due Date and Time	Completed bid submissions must be submitted to Massachusetts Realty Group as described in Section V.	<u>10:30 a.m. Wednesday, February 24, 2016.</u>
Bid Opening	All bid submissions will be publicly opened and read aloud at Massachusetts Realty Group's offices. The financial offer amounts of the bid submissions shall not be read aloud at the bid opening.	Approximately <u>10:35 a.m. Wednesday, February 24, 2016.</u>

MBTA will designate the highest responsive and eligible bidder as "Successful Bidder" after completion of due diligence of all the bids and bidders, and reserves the right to issue a best and final offer request.

V. BID SUBMISSION REQUIREMENTS

MINIMUM ACCEPTABLE BID

The minimum acceptable purchase price for the fee-simple sale of the Property is as follows:

One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Minimum Bid").

This fee-simple sale is intended to free up the majority of the square footage, and all the air rights at the Property for private sector development. However, the MBTA is imposing certain requirements on proposed development programs to ensure projects are consistent with the MBTA's ongoing operations at Mattapan Station and the MBTA's goals for development of the Property. Accordingly, each bidder's response must address the requirements described below.

DIVERSITY SUPPLIER QUALIFICATIONS

A Bidder shall be considered qualified if they provide an SDP that includes:

1. Meaningful equity partnerships with SDO-certified M/WBEs at various stages of development, including but not limited to, equity and/or debt investment, construction and project management, architecture, planning, urban design and landscape architecture, feasibility analysis, project finance, underwriting, and appraising.
2. Growth and development plan that addresses the education, training, mentoring, resource sharing, joint activities and general assistance provided to M/WBEs that will result in increased capacity in a specific industry and increases the pool of qualified SDO-certified companies.

CIRCULATION AND ACCESS

Access to the Property must not conflict with existing station access for MBTA buses, pedestrians, passenger vehicles, the public walkway to the adjacent DCR property and MBTA operation and maintenance activities. Bidders may submit proposals that either maintain existing exclusive bus circulation patterns or propose new bus circulation patterns to and from Mattapan Station.

Proposals for Property access may contemplate a shared driveway, with separate dedicated lanes that accommodates both the existing MBTA's circulation needs and needs of any new development. The Successful Bidder may propose dedicated lanes to accommodate bus layover as well as passenger drop-off/pick-up. Safety is the primary concern with any shared busway/driveway and the MBTA may require the

Successful Bidder to maintain insurance in excess of its customary requirements to protect the MBTA due to the changes to the circulation.

The current busway/driveway may be reconfigured and divided into other configurations that keep the MBTA bus traffic separated from the vehicular traffic. All matters relative to any change in circulation from existing conditions or shared use of the busway/driveway are subject to the approval of the MBTA in its sole discretion.

Currently, Mattapan Station North Busway supports seven primary bus routes with 161 bus trips on a daily basis. The buses can be as long as 60 feet. When the trolley is shut down because of safety issues, maintenance issues, or inclement weather, there are an additional 15 buses an hour for 21 hours of the day that travel through the station. When this happens, there are more than 470 buses a day that come through Mattapan Station.

All submissions must address circulation, access, and the MBTA's retained rights at the Property in their Development Program Concept (Form E).

PARKING

The MBTA will require that the new development contain at least **fifty (50)** parking spaces dedicated for public parking serving MBTA patrons. The public parking must be accompanied by appropriate vehicle and pedestrian access and be provided in a location convenient to Mattapan Station and otherwise acceptable to the MBTA.

The public parking facilities will be operated and maintained by the MBTA. The MBTA may in its sole discretion consider proposals by the Successful Bidder for alternate methods of operating and maintaining the public parking facilities, including but not limited to possible shared use of some MBTA spaces during off-peak MBTA commuter hours. The MBTA will either maintain these spaces in freehold or through a permanent easement with the Successful Bidder. The MBTA minimum parking space standard is 8 feet 3 inches wide to the center of the 4 inch yellow lines on each side, by 17 feet long with appropriate circulation, access and egress. All revenue received on these spaces will be the property of the MBTA.

All bidders shall explicitly detail their parking in plans in their Development Program Concept (Form E).

WALKWAY/BIKEWAY

The Successful Bidder's development program must provide, at a minimum, a ten-foot-wide walkway to provide safe and convenient pedestrian and bike access from River Street across the property to the Station. Furthermore, this walkway must be designed to serve as access to the Neponset Recreation Path.

All bidders must describe this walkway in their Development Program Concept (Form E).

SNOW REMOVAL PROGRAM

A comprehensive snow removal plan must be provided for the entire circulation and accessway, parking and walkway/bikeway components of your development plan, to ensure the MBTA has sufficient information to modify its current snow removal program to ensure compatibility.

BILLBOARD

The Property presently contains a billboard which the MBTA will remove prior to the closing of the sale of the Property. The MBTA will not be reserving any rights related to maintenance of any billboard on the Property.

UTILITY RIGHT

The MBTA reserves the right to install utilities underground, above-ground and on the surface of any open areas on the Property to which the MBTA or the general public has a right of access over including but not limited to the busway, sidewalk, and other open areas provided that the exercise of such rights shall not unreasonably interfere with the Successful Bidder's development of the Property.

MWRA EASEMENT

The Property is subject to an existing Massachusetts Water Resources Authority easement that crosses the southerly portion of the Property.

ENCROACHMENTS

The private owner of property at 442 River Street is currently encroaching on an easterly portion of the MBTA Property by using a portion of Parcel 1A for parking. The encroachment involves approximately 5,766+ square feet. There exists no permit or license allowing this encroachment on the Property. The MBTA is working on eliminating this encroachment; however it becomes the Successful Bidder's responsibility if the MBTA has not completed it by the closing date.

ACCESSIBILITY

All improvements to the Property associated with Mattapan Station must comply with the terms of the settlement agreement between the MBTA and the Boston Center for Independent Living, a copy of which is available at:

http://www.mbta.com/uploadedFiles/About_the_T/Reports/Capital_Investment_Program/bcil_settlement.pdf

BID SUBMISSION DOCUMENTS

Please describe your project plan, your development team, plan of finance and SDP plan as detailed in the following forms:

- Cover letter by an officer authorized to submit a bid
- Form A: Financial Bid for Development Program
- Form B: Buyer's Affirmations
- Form C: Bank/Financial References
- Form D: Development Team Experience and Bank/Financial References
- Form E: Development Program Concept
- Form F: Financial Feasibility/Pro-Forma
- Form G: Conflict of Interest
- Form H: Debarment Certifications
- Form I: Certification Regarding Lobbying
- Form J: Addenda Acknowledgement
- Form K: Supplier Diversity Program
- Certificate of Good Standing (corporate bidders only) or Certificates of Existence for partnerships
- Bid Deposit - Certified bank or cashier's check made payable to the MBTA.

All Bids must be submitted in the following manner:

- All items above, with the exception of Form A, shall be submitted in a sealed envelope marked “Bid Submission for Mattapan Station”. Envelopes must also show the date, name, address, and telephone number of the company/person(s) submitting the Bid. Bidder must provide four (4) hard copies and one (1) digital copy (CD-ROM or flash drive) of all documents, with the exception of the Bid Deposit.
- Form A shall be submitted in a **separate** sealed envelope marked “Financial Bid Submission for Mattapan Station”. Envelopes must also show the date, name, address, and telephone number of the company/person(s) submitting the Bid. Bidder must provide four (4) hard copies and one (1) digital copy (CD-ROM or flash drive) of Form A.

All completed bid form packages shall be submitted to the following address:

Massachusetts Realty Group
 20 Park Plaza, Suite 1120
 Boston, Massachusetts 02116
 Attention: John Karnath

Please note that the Draft Purchase and Sale Agreement is provided in Appendix B. The Successful Bidder shall be expected to execute a Purchase and Sale Agreement in substantially the same form as provided herein.

Bids must be submitted on the bid forms provided in this ITB and contain no alterations, additional terms or conditions.

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.

VI. BID TERMS AND CONDITIONS

AMENDMENTS, ADDENDA, & CHANGES

If the MBTA amends or changes the information in this ITB, 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 Massachusetts Realty Group website, <http://www.mbtarealty.com>, or from Massachusetts Realty Group.

BID DEPOSIT AND DEPOSIT SCHEDULE

The bid package must include a bid deposit (“Bid Deposit”) in the form of a certified bank or cashier’s check made payable to the MBTA in the amount specified in the Bid Deposit & Payment Schedule and placed in the sealed bid envelope.

The Bid Deposit of the Successful Bidder will be credited to the purchase price due upon closing of the sale of the Property. The Bid Deposit is non-refundable if the Successful Bidder fails to execute the Purchase and Sale Agreement as described in Section VIII.

The MBTA will retain the Bid Deposits submitted by the second and third highest bidders until the earlier of a) the date the Successful Bidder executes the Purchase and Sale Agreement or b) sixty (60) days from Designation. All other Bid Deposits will be returned upon designation of the Successful Bidder.

EVALUATION AND ACCEPTANCE OF BIDS

Bids shall be evaluated on the basis of the **highest bid** from among the responsive and eligible bidders. The highest bid will be based upon the total value of the terms of payment for the fee-simple rights to the property. **Bids shall in no event be less than the Minimum Bid.**

A Bidder shall be deemed responsive and eligible if:

- (1) The bid package submittal is complete and not conditioned;
- (2) The bidder is in good standing with the MBTA and the Commonwealth of Massachusetts; and
- (3) The bidder provides sufficient information regarding experience, program compatibility with the City and MBTA operations, and financial feasibility as outlined below and provided in the Bid Forms:
 1. The bidder must demonstrate the feasibility and compatibility of the proposed development program with municipal plans and MBTA requirements.
 2. The bidder must demonstrate a positive track record of working in Massachusetts, and/or a track record of completing 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.
 4. 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 five 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.
 - (iii) SDP Plan – The bidder must provide an SDP Plan that meets the requirements of this ITB.
 5. 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.
 6. The bidder must demonstrate that its firm (and Principals) is not in default of any outstanding obligations to the MBTA.
 7. The bidder must certify 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

MBTA will designate the highest responsive and eligible bidder as “Successful Bidder” after completion of due diligence of all the bids and bidders, and reserves the right to issue a best and final offer request.

Acceptance of a bid may be subject to the MBTA’s Board of Directors and/or General Manager approving the disposition to the Successful Bidder.

If the Successful Bidder fails to close the transaction within the specified time period (except as provided in the Purchase and Sale Agreement), then the MBTA has the right to retain the Bid Deposit and the Agreement Deposit 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 responsive and eligible bidder or re-advertise the Property or otherwise deal with the Property at the MBTA's sole discretion.

Thereafter, 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 fifteen (15) 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 in the specified time, the Bid Deposit and Agreement Deposit 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, or otherwise deal with the Property at the MBTA's sole discretion.

Best and Final Offer

The MBTA may determine that it is in its best interest to solicit a second round of bids as best and final offers ("BAFO") from bidders with responsive bids. These bidders would be notified and provided BAFO forms and instructions. In the event an invited bidder does not submit a new bid, the MBTA will consider that as a restatement of the bid already received.

The bidder who submits the highest BAFO bid will be deemed the Successful Bidder, subject to the MBTA's right to reject all bids.

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 ITB shall constitute the entire ITB package and shall be incorporated by reference into this bid submission. No conditions, other than those specified in this ITB will be accepted and bids subject to bidder's conditions may be disqualified except as specified in this ITB.

VII. CLOSING SCHEDULE

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

Event	Description	Date
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Execution and Delivery of Purchase and Sale Agreement and LOE by Successful Bidder	The Successful Bidder must deliver a Purchase and Sale Agreement and License of Entry (“LOE”) executed by Successful Bidder to the MBTA, along with Agreement Deposit following the award designation.	No later than <u>May 4, 2016</u> .
Successful Bidder Due Diligence Title, survey, site investigation, and approvals	The Successful Bidder shall be responsible for conducting its own due diligence at its sole expense. <ul style="list-style-type: none"> - Title: Within <u>3 months</u> of execution of Purchase and Sale Agreement by Successful Bidder - Survey and Site Investigation: Within <u>6 months</u> of MBTA approval of the LOE 	No later than <u>November 4, 2016</u> .
Closing Date	The Closing by both parties shall occur within <u>12 months</u> of the execution of the Purchase and Sale Agreement by both parties.	No later than <u>May 4, 2017</u> .

VII. BID DEPOSIT & PAYMENT SCHEDULE

The Successful Bidder is required to make payments according to the schedule as outlined below and in accordance with the following schedule:

Milestone	Description	Amount	Date
Bid Deposit	To be paid to the MBTA upon submission of bid.	\$10,000	<u>February 24, 2016</u> .
Agreement Deposit	To be paid to the MBTA upon execution of the Purchase and Sale Agreement. The Agreement Deposit will be credited to the purchase price of the Property at closing.	\$100,000	Upon execution of the P&S Agreement
Engineering Force Account Deposit	To be funded in order to assure reimbursement to the MBTA of directly related MBTA expenses for MBTA engineering review, safety, and other services in conjunction with the Successful Bidder’s improvements. The Force Account will remain in effect until 30 days after MBTA determines all open items are closed.	TBD based upon development program	No later than the time of the first submittal to the MBTA of design plans or other such submittals, including without limitation, submittals required under the License of Entry

Closing	Lump sum payment of the purchase price less the Bid Deposit and Agreement Deposit. The Successful Bidder will be responsible for payment of all recording and closing fees.	TBD	No later than <u>May 4, 2017</u> .
Closing Extensions	The MBTA may grant extensions of closing at their sole discretion. If such an extension is granted, the Bid Deposit and the Agreement Deposit shall be deemed non-refundable. In addition, the Successful Bidder shall be required to make an additional deposit of up to \$50,000. The MBTA may reduce or cancel this obligation at its sole discretion.	Up to \$50,000 per extension request	TBD

VIII. EXECUTION AND CLOSING TERMS & CONDITIONS

SALE PRICE AND PURCHASE AND SALE AGREEMENT

Purchase and Sale Agreement

The Purchase and Sale Agreement, in substantially the same form as provided in Appendix B, shall be executed by the Successful Bidder no later than the date specified in the Closing Schedule. Failure to execute the Purchase and Sale Agreement in a timely manner shall be treated as a withdrawal of the bid and all Deposits (defined below) shall be forfeited.

Additionally, the Successful Bidder shall execute a License of Entry that describes the due diligence work program for review and approval in substantially the same form as provided in Appendix C.

Agreement Deposit

Simultaneously with the execution of the Purchase and Sale Agreement, the Successful Bidder shall give the MBTA a deposit of the amount designated in the Deposit & Payment Schedule (such deposit, the “Agreement Deposit” and together with the Bid Deposit, “Deposits”) in the form of a certified bank or cashier’s check made payable to the order of the MBTA, or other means acceptable to the MBTA.

The Deposits will be credited against the purchase price at Closing. Failure to give the Purchase and Sale Agreement Deposit to the MBTA simultaneously with the Purchase and Sale Agreement executed by the Successful Bidder shall be treated as a withdrawal of the bid and the Bid Deposit shall be forfeited.

Bidders are encouraged to have their attorney review the Draft Purchase and Sale Agreement provided in Appendix B and to submit questions to Massachusetts Realty Group in writing by the deadline for written question date.

CLOSING DATE

The Closing Date will be the date as specified in Closing Schedule, unless extended at the sole discretion of the MBTA, at which time the MBTA will have the authority to request an extension deposit from the bidder. The extension deposit shall be the amount as specified in the Bid Deposit & Payment Schedule. The MBTA has the right to waive or reduce this deposit if they believe that the bidder has submitted its application to the appropriate local agency for approval of its proposed development, and has otherwise been diligent and expeditious in attempting to meet the Closing Date.

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.

SUCCESSFUL BIDDER PRE-CLOSING EXPENSES

Any and all expenses incurred by the Successful Bidder prior to Closing will be the responsibility of the Successful Bidder and entirely at its (their) own risk.

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.

INVESTIGATION OF THE PROPERTY

The Successful Bidder, at Successful Bidder’s expense, may complete an investigation of the Property, including environmental investigation. Any site investigation, including without limitation, environmental investigation, if conducted, must be completed within the time specified in the Closing Schedule.

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 Massachusetts Realty Group.

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 any investigation.

Prior to entry on the Property, the Successful Bidder (or its consultant) shall execute a License of Entry in form substantially similar to the form of license provided in Appendix C and provide the MBTA with a certificate or certificates of insurance covering all days that Successful Bidder and Successful Bidder's consultants and contractors will be on the Property before closing, evidencing the insurance of the activities permitted under the License of Entry, with companies that are reasonably acceptable to the MBTA, in which Successful Bidder, MBTA and others specified in the License for Entry are additional insureds as their interests may appear and which provides coverage required under the License of Entry.

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 direct or indirect result of the MBTA's operation of its transportation system, including, without limitation, noise, odor, vibrations, particles, pollution, fumes and electromagnetic fields (collectively, "Negative Impacts"). 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 the Negative Impacts 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. These provisions of indemnity and release shall be incorporated into the Deed and shall be binding on the Successful Bidder's successors and assigns.

The Successful Bidder agrees to design and construct all project improvements so as to minimize the impact of Negative Impacts upon all Project Improvements and any tenant, subtenant, licensee, occupant or purchaser thereof. This provision shall be incorporated into the Deed.

TITLE

It is the Successful Bidder's responsibility to determine and verify all title information pertaining to the Property. The Successful Bidder shall review title to the Property at its sole cost within the time specified in the Closing Schedule. 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. The MBTA shall have sixty (60) days to respond or cure defects.

The MBTA will deliver the Property free from all encumbrances, except:

- (a) Provisions of existing building and local zoning laws;
- (b) Such taxes for the current tax year as are not due and payable, and any liens for municipal betterments assessed after the date of this ITB;
- (c) Easements, restrictions, reservations, and eminent domain takings by third parties of record, including, without limitation, an easement held by the Massachusetts Water Resources Authority that crosses the southerly portion of the Property;
- (d) Any encroachments, parties-in-possession, leases, licenses and occupancies
 - (1) that can be seen by inspecting the Property, or
 - (2) are shown on the plan attached hereto as Appendix A;
- (e) Any other easement, license, restriction or encroachment, unless such easement, license, restriction, or encroachment makes it impossible to use the Property for all of the uses permitted as of right pursuant to the City of Boston zoning code;
- (f) Easements and rights to be reserved in the Property by MBTA for at least fifty (50) parking spaces, access/circulation of busses, utilities, and a pedestrian/bike walkway, all as more particularly described in Section V of this ITB and Section 3 of the Model Purchase and Sale Agreement attached as Appendix B;
- (g) All title defects waived by the Successful Bidder;
- (h) Covenant to maintain the required walkway/bikeway in good condition and repair to the reasonable satisfaction of the MBTA; and
- (i) Covenant not to interfere with MBTA's transportation operations on the Property and at Mattapan Station, including an agreement to obtain the MBTA's prior written approval of all plans and construction schedules for demolition and construction activities on the Property.

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.

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 the ability of the bidder to obtain any necessary permits or approvals relating to the Property.

SURVEY AND APPROVAL NOT REQUIRED OR SUBDIVISION PLAN

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 and sophisticated survey of the Property. This survey must include bearings and distances for relevant parcel and easement boundaries. The survey must be completed by the time specified in the Bid Schedule. The survey and any ANR or subdivision plan are subject to MBTA approval. Successful Bidder will be required, at its sole cost and expense, to take all steps necessary to obtain any and all approvals of any subdivision plan for the Property.

If the MBTA conducts the survey, 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.

REGULATORY AND PERMITTING APPROVALS

The Successful Bidder will be responsible for all necessary regulatory and permitting approvals associated with the use of the Property (all such approvals, "Permitting"). The Successful Bidder's inability to obtain any Permitting necessary to Successful Bidder's plans for the development of the Property shall not relieve the Successful Bidder of its obligation to purchase the Property. The Purchase and Sale Agreement will provide for termination rights at the sole discretion of MBTA in the event the Successful Bidder fails to obtain requisite zoning, building or other regulatory approvals within a time period to be agreed upon in the Purchase and Sale Agreement.

EXPENSE REIMBURSEMENT

Engineering Force Account

The Successful Bidder will be required to work with the appropriate MBTA departments regarding permit and approval submissions, site plan use and design, and other plans. To address all issues that arise in the most efficient manner, the MBTA may elect to 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.

To assure reimbursement to the MBTA of directly related MBTA expenses for MBTA engineering review, safety, and other services in conjunction with the Successful Bidder's improvements, the Successful Bidder shall enter into the Engineering Force Account Agreement and shall fund the Engineering Force Account, initially in the amount specified in the Deposit & Payment Schedule, no later than the time of the first submittal to the MBTA of design plans or other such submittals, including without limitation, submittals required under the License of Entry. The Force Account will remain in effect until 30 days after MBTA determines all open items are closed. The MBTA reserves the right in its sole discretion to require an additional Engineering Force Account in association with future construction activities if deemed necessary.

Force Account Replenishment

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, the Successful Bidder shall replenish each such Force Account to its original level. 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.

The Successful Bidder is responsible for reimbursement of these expenses to the MBTA whether or not a Force Account is established.

MBTA DEPARTMENT REVIEWS & NON-INTERFERENCE WITH MBTA OPERATIONS

Buyer Responsibility

The construction and/or operation activities of the Successful Bidder shall not interfere with MBTA operations as discussed below.

MBTA Review of Plans and Non-Interference with Operations

MBTA review and approval will be required for any land preparation, improvements, construction, and maintenance plans associated with the Property to the extent that they may interfere with MBTA operations and/or pose a safety hazard. Accordingly, the Successful Bidder will be required to submit plans to appropriate MBTA departments for review and approval prior to conducting work on the Property. The MBTA may condition its plan approval on the Successful Bidder's satisfaction of specified requirement before, during and after construction.

Any requirements of the MBTA including, but not limited to, changes in specifications, construction activities, maintenance and improvements that may impact the right-of-way and/or MBTA operations, shall be at the sole expense of the Successful Bidder. Such costs may also include MBTA review of plans, construction monitoring, power disruption, bus circulation/schedule modifications and lost parking revenues.

The MBTA shall require notification of activities on the Property such as paving and utility upgrade and installation, to the extent that workers and materials may be in areas that affect access and operation of MBTA operations.

Commuter access cannot be materially disrupted or encumbered during the construction of any new development at Mattapan Station.

Labor

The Successful Bidder must furnish labor that can work in harmony with all other elements of labor employed or to be employed at Mattapan Station.

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 B. BIDDERS ARE STRONGLY ADVISED TO READ, UNDERSTAND AND SEEK CLARIFICATION OF ANY QUESTIONS CONCERNING THE PURCHASE AND SALE AGREEMENT PRIOR TO THE BID DUE DATE.

IX. RESERVATIONS, DISCLAIMERS AND PROVISOS

1. All of the terms, conditions, specifications, appendices and information included in this ITB shall constitute the entire ITB package and shall be incorporated by reference into each bid submission. No conditions, other than those specified in this ITB will be accepted and conditional bids may be disqualified except as specified in this ITB.
2. The MBTA makes no representation or warranty as to the accuracy, currency, and/or completeness of any or all of the information provided in this ITB, or that such information accurately represents the conditions that would be encountered on or in the vicinity of any of the Property, now or in the future. The furnishing of information by the MBTA and Massachusetts Realty Group (comprised of Greystone & Co., Inc. and Jones Lang LaSalle Americas, Inc.) shall not create or be deemed to create any obligation or liability upon it for any reasons whatsoever, and each bidder, by submitting a bid to the MBTA in response to this ITB, expressly agrees that it shall not hold the MBTA, Massachusetts Realty Group or any of their respective officers, agents, contractors, consultants, or any third party liable or responsible therefore in any manner whatsoever.
3. If any matter or circumstance under this ITB requires the consent or approval of the MBTA or that such matter be satisfactory to the MBTA, then the same may be granted, withheld, denied or conditioned by the MBTA in the exercise of its sole discretion unless otherwise specified.
4. If the outside date for the execution of the Purchase and Sale Agreement or any other agreement contemplated under the ITB shall not fall on a "Business Day" (a "Business Day" being defined as any day other than a Saturday, Sunday, or day on which commercial banks in Boston, Massachusetts are authorized or required by law to remain closed or legal holiday recognized by the MBTA), then such date shall be extended to the next succeeding Business Day.

5. Awards shall be made in strict compliance with Massachusetts General Laws, Chapter 161A, Section 5(C) and shall not discriminate on the basis of race, creed, color, sex, national origin, disability, or sexual orientation in consideration for an award.
6. Appeals/Protests relative to this ITB will be reviewed and adjudicated in accordance with the MBTA's Appeals/Protest Procedures – Goods & Services. A copy of this procedure is available by contacting the MBTA Materials Department.
7. The MBTA reserves the right to waive or decline to waive any irregularities, informalities, minor deviations, mistakes, and matters of form rather than substance in any bid when it determines that it is in the MBTA's best interest to do so, and to waive any defects in the ITB submission process when it determines such defects are insubstantial or non-substantive. No officer, employee, agent or consultant of the MBTA is authorized to waive this reservation. The MBTA reserves the right to accept, reject or negotiate at its sole and absolute discretion any bidder-proposed changes to the model Purchase and Sale Agreement attached hereto.
8. Any notice or other communication by bidders in connection with this ITB shall be deemed given when received or when delivered by messenger or overnight mail or upon attempted delivery if delivery is not accepted. Such notices shall be in writing and shall be deemed to have been properly given when delivered by messenger or overnight mail addressed as follows: If to the Successful Bidder at the address provided in the bid; if to the MBTA sent to the Office of Real Estate and Asset Development, MBTA, Ten Park Plaza, Boston, Massachusetts 02116, Attn: Assistant General Manager. In addition, a duplicate notice from the Successful Bidder shall be sent in the same manner as the notice to the MBTA to the MBTA's representative, Massachusetts Realty Group, 20 Park Plaza, Suite 1120, Boston, Massachusetts 02116. Notice of any addendum or other change to this ITB by the MBTA to registered bidders shall be sent electronically, and if a registered bidder cannot receive electronic mail, by regular U.S mail, postage pre-paid.
9. Bidders should assume that all material submitted in response to the ITB will be open to the public. To the extent allowed by Massachusetts public records laws, the MBTA will use commercially reasonable efforts not to disclose or make public any pages of a bid on which the respondent has stamped or imprinted "confidential." Confidential data will be limited to confidential financial information concerning the bidder's organization. The MBTA and Massachusetts Realty Group assume no liability for disclosure or use of any information or data.
10. All bidders shall thoroughly familiarize themselves with the provisions of the ITB, including appendices, amendments, development requirements and associated materials. Upon receipt of the ITB, each bidder shall examine the ITB for missing or partially blank pages due to mechanical printing collating, or other publication errors. It shall be the bidder's responsibility to identify and procure any missing pages or information.
11. Bidders shall be entirely responsible for verifying permitting requirements, zoning, environmental requirements, and any other regulatory requirements applying to the proposed installation(s) and uses. Bidders shall be solely responsible for verifying any and all physical or other site conditions of the subject property. Copies and summaries of physical or other site conditions of the subject property, if any, are included in this ITB only as a convenience. The MBTA, Massachusetts Realty Group and any of their respective officers, agents, contractors, or consultants shall not be liable for any mistakes, damages, costs, or other consequences arising from any use of or reliance upon any such provided information.
12. Bidders shall be entirely responsible for any and all expenses incurred in preparing and/or submitting any bid(s) in response to this ITB, including any costs or expenses resulting from the

issuance, extension, supplementation, withdrawal, or amendment of this ITB or the process initiated hereby.

13. Bidders must complete each and every bid form contained herein, if applicable.
14. No broker commissions or fees whatsoever shall be due or payable by MBTA, its contractors or their respective employees. Notwithstanding the foregoing, the MBTA shall be solely responsible for any commission due and owing to Massachusetts Realty Group.

X. BID DOCUMENTS (forms begin on next page)

FORM A – Bid Offer

BID OF:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP _____

CONTACT PERSON NAME: _____ TITLE: _____

TELEPHONE: _____ EMAIL: _____

The undersigned hereby offers to purchase from the Massachusetts Bay Transportation Authority, subject to the provisions contained in a certain "Invitation To Bid, Sale of Land, Mattapan Station, 466 River Street, Mattapan, Boston, MA" dated November 18, 2015 (the "ITB"), a certain parcel of land containing approximately 2.48 acres (108,248 square feet), including any improvements thereon and appurtenances thereto, if any, located at 446 River Street, Boston, Massachusetts (the "Property") for the payment of:

An upfront, lump sum payment of:

\$ _____

_____ **Write out lump sum amount**

Not less than \$1,500,000.00

One Million Five Hundred Thousand Dollars

The undersigned hereby agree that:

- a) I/we have submitted with this Bid Offer a deposit in the amount of Ten Thousand Dollars (\$10,000.00) in the form of a bank or cashier's check made payable to the MBTA (the "Bid Deposit");
- b) If I/we are designated the high bidder (the "Successful 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 ITB or Purchase and Sale Agreement (as defined in the ITB), the Bid Deposit and other deposits will be returned and all obligations of the MBTA to the Successful Bidder shall cease;
- d) Interest earned on the Bid Deposit, if any, prior to closing of the sale of the Property shall be the property of the MBTA;
- e) The Bid Deposit may be retained by the MBTA for up to sixty (60) days after designation of the Successful Bidder if the undersigned is declared the second or third highest bidder;
- f) If I/we are designated as the Successful Bidder, I/we will pay an additional deposit in the amount of One Hundred Thousand Dollars (\$100,000) at the time of execution of the Purchase and Sale Agreement (the "Agreement Deposit");

g) At the closing of the sale of the Property, the Bid Deposit and the Agreement Deposit shall be credited against the purchase price due to the MBTA from the Successful Bidder.

h) If I/we are declared the Successful Bidder, I/we agree to execute and fund the MBTA Engineering Force Account as described in this ITB;

i) If I/we are declared the Successful 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;

j) If I/we are declared the Successful Bidder and fail to consummate the sale of the Property and/or otherwise perform as defined in the ITB, I/we understand the MBTA may de-designate me/us and all deposits, fees and any other payments made shall become **non-refundable** and may be retained by the MBTA as liquidated damages;

k) The Successful Bidder assumes all risk of the liability for any and all injuries arising out of or in connection with, directly or indirectly, the inspection of the Property by the Successful Bidder or its agents or representatives and Successful Bidder hereby releases the MBTA and Massachusetts Realty Group from and against all liability for any such damages.

l) The Successful Bidder hereby indemnifies the MBTA and Massachusetts Realty Group from any claim (whether or not resulting or likely to result in litigation), arising out of or due to, directly or indirectly, out of any information provided in this ITB.

m) Successful Bidder acknowledges that the MBTA operates a public transportation system proximate to the Premises. The Premises are subject at all times to, including without limitation, noise, odor, vibrations, particles, electromagnetic fields, pollution, fumes and other station operations (“Negative Impacts”) and the Successful Bidder hereby waives any claim for damages to its property or business arising out of such Negative Impacts.

n) The Successful Bidder agrees to accept the Property in its “as-is, where-is” condition and with all faults including but not limited to, any environmental conditions existing on or affecting the Premises. The MBTA does not represent that the Property is in conformance with applicable laws, regulations or codes. The MBTA does not represent that Successful Bidder will be able to obtain any permits, approvals, adjustments, variation or rezoning to permit any particular uses.

o) Time is of the essence of this Bid Offer and the transaction contemplated by the ITB.

p) This Bid Offer along with the ITB (including all attachments) constitutes the entire understanding of the parties hereto and, unless specified herein, no representation, inducement, promises or prior agreements, oral or written, between the parties or made by any agent on behalf of the parties or otherwise shall be of any force and effect.

q) No official, employee or agent of the MBTA shall be charged personally by the Successful Bidder with any liability or expense of defense or be held personally liable under any term or provision of this Bid Offer because of any breach.

r) The MBTA reserves the right to reject any and all bids and responses in whole or in part, and then to advertise for new bids or to otherwise deal with the Property as may be in the best interest of the MBTA.

This Bid Form A survives execution of the Purchase and Sale Agreement.

Bid Form A - 2

Bidder’s Initials _____

The undersigned hereby declares that its bid is submitted directly to the MBTA through its Designated Representative, Massachusetts Realty Group, 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 the bid forms and other materials submitted to the MBTA in connection with this bid are true, accurate and complete. The undersigned agrees that in the event that circumstances, reflected in the information and statements made in such bid forms and materials, change, the undersigned will promptly notify Massachusetts Realty Group 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 to the MBTA.

The undersigned hereby certifies that the undersigned is authorized to sign this Bid Offer 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, 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 ITB and have acquainted myself/ourselves with matters therein referred to and understand that in making this Bid Offer, all rights to plead misunderstanding regarding the same have been waived in connection to the proposal.

The undersigned states under the pain and penalties of perjury, that he/she is submitting this Bid Offer for the fee-simple rights to the Property and the undersigned certifies that the undersigned is authorized to sign on behalf of the bidder and that the information provided by bidder is true and accurate to the best of my knowledge.

SIGNED AND SEALED:

By: _____
SIGNATURE

PRINT SIGNER'S NAME SIGNER'S TITLE

COMPANY NAME TELEPHONE

STREET ADDRESS DATE

CITY STATE ZIP CODE

COMMONWEALTH OF MASSACHUSETTS

County of _____,

_____, 2016
Date

On this _____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and who 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: _____

* 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.

FORM B – Buyer’s Affirmation

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 at Mattapan Station, Boston, Massachusetts are listed below in compliance with the provisions of Section 38 of Chapter 7C (formerly 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, Greystone & Co., Inc., Jones Lang LaSalle Americas, Inc. or Massachusetts Realty Group.

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 _____, 2016
Date

On this _____ day of _____, 2016, 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: _____

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)

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 _____, 2016
Date

On this _____ day of _____, 2016, 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: _____

FORM C – Bank / Financial References

1. All bidders must provide 2 bank or other financial institution references.

Name of Bank or Financial Institution _____

Address _____

City/Town _____ State _____ Zip Code _____

Contact Person _____ Telephone # _____

Name on the Account _____

Account # _____

2. Corporate or other entity bidders must include a Certificate of Good Standing from the Massachusetts Secretary of State's Office and Certificate of Legal Existence 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.

FORM C

To Whom It May Concern:

I, _____ the undersigned, hereby authorize release, to the Massachusetts Bay Transportation Authority and Massachusetts Realty Group 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 establish and operate a business at 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: _____

FORM D – Development Team Qualifications & 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 if 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</u> , 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 (including #3 above) must be included for each and every member or partner of any proposed consortium. If this question is not applicable explain why.		
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. Provide a copy of your company’s recent financial statement.		
10. Has either the Prime Bidder or a significant secondary Bidder ever had a prior contractual relationship with the MBTA or the Commonwealth of Massachusetts? 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 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 two (2) 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.		
<u>Experience</u>	<i>Reference Tab</i>	<i>Reference Page</i>
20. Describe the overall experience and track record in Massachusetts (including length of time in business and the length of time in business developing real estate projects) of Prime Bidder and secondary Bidders. 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 two projects of similar size, scope and complexity as the project proposed for the Property including Bidder(s) role(s) and financing mechanisms.		
26. Describe in detail your experience with Transit Oriented Development.		

FORM E – Development Program Concept

The bidder must demonstrate compatibility of the proposed development program with zoning, the Boston Redevelopment Authority Use and Design Guidelines, MBTA operations as provided in this ITB and other applicable regulations. The program must not materially interfere with any MBTA operations at or near the Property.

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>
<p>1. Provide a summary of the development concept and program including:</p> <ul style="list-style-type: none"> • Uses: residential sale or rental; commercial, retail, other • Number of residential units and types, commercial square footage, and other square footage uses • Building height(s) • Parking and circulation - vehicular and pedestrian circulation, - sidewalks, parking plan and bicycle accommodations • Show how the MBTA parking spaces will be accommodated and/or relocated • Detail any proposed changes to busway configuration and/or use • Other site features, • Community uses or community benefits included in the program. <p>A site plan illustrating the MBTA parking location and the development concept layout is required.</p>		
<p>2. <u>Sustainable Design and Environmental</u>:</p> <p>Discuss public benefits, TOD aspects, and sustainable design components associated with the project. Describe the required pedestrian/bike walkway to DCR land.</p>		
Zoning and MBTA Operations		
<p>3. Discuss briefly compatibility with local zoning including recent zoning amendments and any other applicable local plans and guidelines.</p> <p>Discuss compatibility with the neighborhood and area uses.</p>		
<p>4. <u>Describe MBTA compatibility</u>: Discuss compatibility with the MBTA requirements. Include any impacts and mitigation to MBTA operations at or near the site.</p>		
<p>5. <u>Other</u>: Add any additional information, which you believe to be relevant.</p>		

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. The Pro-Forma may be submitted in a separate envelope if desired		
Project Financing		
3. <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.		

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

FORM G – Conflict of Interest Certification

The undersigned hereby certifies that the Bidder (i) shall comply with Massachusetts Conflict of Interest Laws, G.L. c. 268A, and (ii) has no real or perceived conflict of interest in relation to the sale of the property described in a certain “Invitation To Bid, Sale of Land, Mattapan Station, 466 River Street, Mattapan, Boston, MA” dated November 18, 2015.

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

FORM H – Debarment, Suspension, Ineligibility And Voluntary Exclusion Form

The Bidder shall meet any applicable requirements of 49 C.F.R. Part 29, as updated on November 26, 2003. 49 C.F.R. Part 29 implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327). The provisions of Part 29 apply to all contracts and subcontracts at any level expected to equal or exceed \$25,000. This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. As such, the Bidder is required to verify that none of its principals (defined at 49 C.F.R. 29.995), affiliates (defined at 49 CFR 29.905) or subcontractors it proposes to contract with to perform the work that is the subject of this solicitation are excluded or disqualified as defined at 49 C.F.R. 29.940 and 29.945. Bidders can do this by (a) checking the Excluded Parties List System, (b) collecting a certification, or (c) adding a clause or condition to the relevant contract or subcontract.

By signing this form, the Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the **MBTA**. If it is later determined that the Bidder knowingly rendered an erroneous certification, in addition to remedies available to the **MBTA**, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. The Bidder agrees to comply with the requirements of 49 C.F.R. 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its transactions.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

_____ Bidder

_____ Signature and Title of Authorized Official

FORM H1 – 7.1 49 CFR Part 29 - Certification Regarding Debarment, Suspension, and Other Responsibility Matters — Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ' Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction,' provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge

and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
 - (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

**FORM H2 – 7.2 49 CFR Part 29 . - Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available

to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

FORM I – Certification Regarding Lobbying

Under the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 (to be codified at 2 U.S.C. § 1601 et seq.), Bidders who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR parts 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

I, _____ hereby certify on behalf of _____
(Name and Title) (Bidder)

that to the best of my knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Bid Form I- 1

Bidder's Initials _____

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

FORM J – Addendum Acknowledgement

Bidder acknowledges receipt of the following addenda to ITB in a certain “Invitation to Bid, Sale of Land, Mattapan Station, 466 River Street, Mattapan, Boston, MA”

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

BIDDER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

FORM K- Supplier Diversity Program Plan

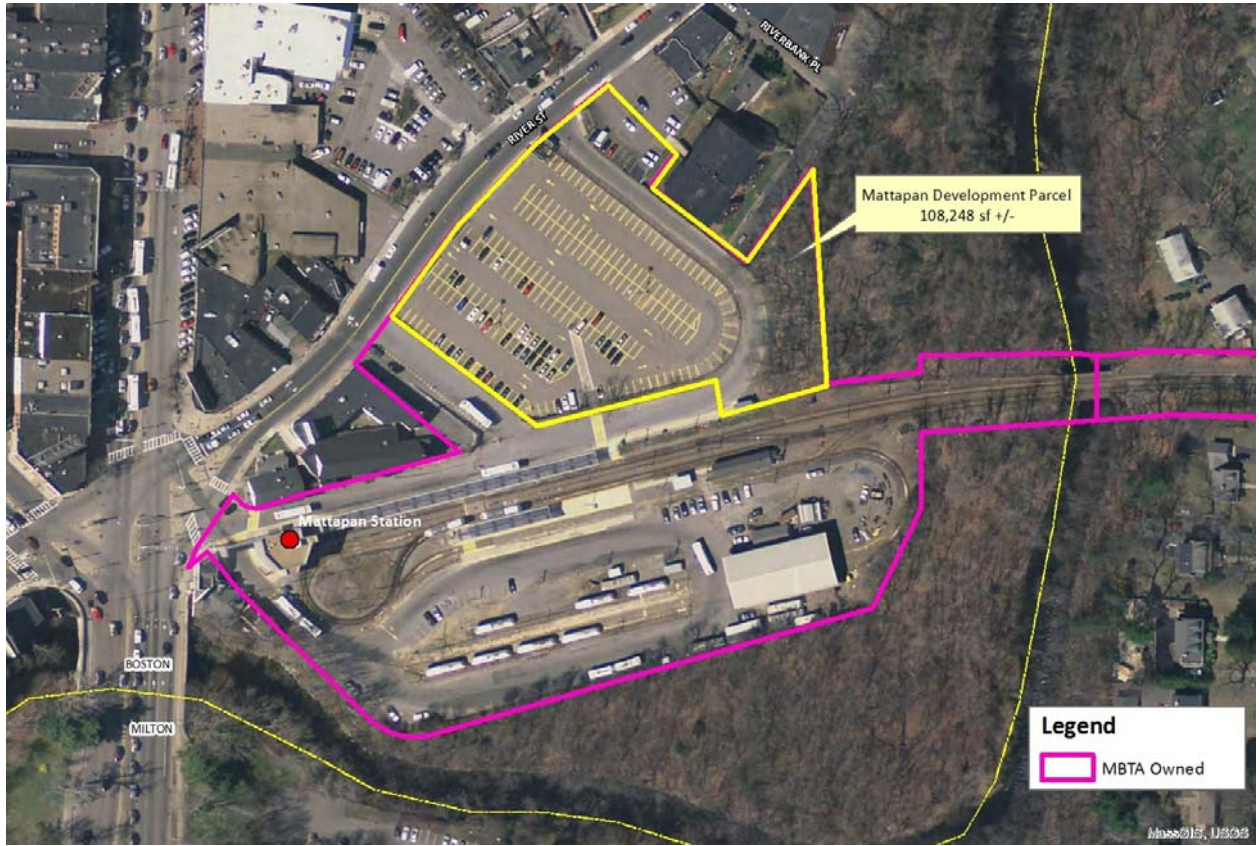
List the required information for assessing the bidder’s Supplier Diversity Program (SDP) plan. Please answer each and every question in your attached narrative and whenever possible please answer these questions in the order presented in the Form. A blank is provided after each item of information required. 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>Equity Partnerships</u>	<i>Reference Tab</i>	<i>Reference Page</i>
1. Names, addresses, phone numbers, fax numbers, email addresses, and contact persons of M/WBE firms named within the SDP Plan and a description of their SDO certification status		
2. Letters of Intent or other similar evidence that demonstrates respondent has entered into meaningful partnerships with M/WBEs. This should include a summary of the development team composition and description of duties, responsibilities, management, and control.		
3. Provide a detailed description of each business relationship to be established, e.g., how the proposed relationship(s) will result in increased business and revenue to SDO certified subcontractors. Be sure to explain: <ul style="list-style-type: none"> - growth and development that is focused on long-term relationships and growth - level of commitment or development control to certified M/WBEs and to those responses that commit to significant participation by at least one certified MBE and one certified WBE. 		
4. Explain the nature of participation, percentage ownership of the project by each entity, including attachment of M/WBE certificates.		
Growth and Development	Reference Tab	Reference Page
5. Provide a plan that addresses the education, training, mentoring, resource sharing, joint activities and general assistance, provided to M/WBEs that will result in increased capacity in a specific industry and increases the pool of qualified SDO certified companies.		

<p>6 Provide a description of each business relationship to be established, e.g., how the proposed relationship(s) will result in increased business and revenue to SDO certified subcontractors. For example</p> <ul style="list-style-type: none"> a) Show capacity development through measurable increases in the number of certified M/WBEs within a specified area or within an industry. b) Document steady and significant growth in the annual revenue of certified M/WBEs as a result of mentoring, subcontracting arrangements, joint ventures or other approaches. 		
<p>7. Add any relevant information related to your SDP Plan.</p>		

XI.APPENDICES

APPENDIX A – Property Plan



APPENDIX B – Model Purchase & Sale Agreement

APPENDIX B

FORM OF PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

BETWEEN

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

AND

**FOR PARKING LOT AT MATTAPAN STATION,
466 RIVER STREET, BOSTON (MATTAPAN), MASSACHUSETTS**

1. Parties

The **MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts with a usual place of business at Ten Park Plaza, Boston, Massachusetts 02116 (“Seller” or “MBTA”) agrees (subject to the approval of Seller’s Board of Directors, if required) to sell and convey to _____ with a usual place of business at _____, Massachusetts ____ (together with its successors and permitted assigns, “Buyer”) and Buyer agrees to buy the Premises described in Section 2, subject to the terms and conditions hereof.

Buyer was notified on _____, 2015 that it was the successful bidder with respect to the real property described in the MBTA “Invitation to Bid, Sale of Land, Mattapan Station, 466 River Street, Mattapan, Boston, MA” dated November 18, 2015 (together with all its exhibits, appendices and addenda, the “ITB”). The ITB is hereby incorporated herein by reference.

2. Premises

The premises consist of approximately 2.48 acres (108,248 square feet) of land, including all improvements thereon and appurtenances thereto, if any, except any personal property located thereon to be retained by Seller, located at 466 River Street, Boston (Mattapan), Massachusetts (the “Premises”). The Premises are shown on the illustrative plan attached hereto as Exhibit A.

3. Quality of Title

The Premises are to be conveyed by a good and sufficient quitclaim deed (the “Deed”) of the Seller, conveying a good and marketable title to the same, free from all encumbrances, except:

- (a) Provisions of existing building and local zoning laws;
- (b) Such taxes for the current tax year as are not due and payable on the date of the delivery of such deed, and any liens for municipal betterments assessed after the date of this agreement;
- (c) Easements, restrictions, reservations, and eminent domain takings by third parties of record, including, without limitation, an easement held by the Massachusetts Water Resources Authority that crosses the southerly portion of the Property;
- (d) Any encroachments, parties-in-possession, leases, licenses and occupancies
 - (1) that can be seen by inspecting the Premises, or
 - (2) that are listed in subsections (f) and (g) immediately below, or
 - (3) that are shown on the plan attached hereto as Exhibit A;
- (e) Any other easement, license, restriction or encroachment, unless such easement, license, restriction, or encroachment makes it impossible to use the Premises for all of the uses permitted as of right pursuant to the City of Boston zoning code;
- (f) A parking encroachment by the owners/occupants/licensees of 442 River Street;
- (g) All title defects waived pursuant to Section 9 herein;
- (h) Permanent, perpetual easements to be retained in the Premises by Seller for the benefit of Seller and Seller’s licensees related to Seller’s operation of its transportation system (collectively the “Retained Easements”), including (i) an easement for operation, maintenance, repair and use of at least fifty (50) parking spaces, together with associated easements for vehicular ingress and egress from the parking area and pedestrian access from the parking area to Mattapan Station; (ii) an easement for operation and use of an access area that is sufficient, in Seller’s judgment, to meet Seller’s need for bus access, circulation and drop-off/pick-up on the Premises; (iii) an easement for operation and use of a ten-foot-wide walkway

providing safe and convenient public pedestrian and bike access from River Street across the Premises to Seller's property known as Mattapan Station; and (iii) an easement to accommodate future utility needs associated with Seller's transportation operations on its remaining property, but only in the portions of the Premises that are walkways, driveways and other accessways;

- (i) Covenant to maintain the Public Path (defined below) in good and safe condition suitable for pedestrian and bicycle access;¹ and
- (j) Covenant not to interfere with Seller's transportation operations at the Premises and Mattapan Station, including an agreement to obtain Seller's prior written approval of all plans and construction schedules for demolition and construction activities on the Premises.

4. Purchase Price and Reimbursement of Seller's Costs

For and in consideration of such deed and conveyance contemplated hereby, the Buyer is to pay the lump sum of _____ Dollars (\$_____) for the Premises (the "Purchase Price") of which a bid deposit in the amount of Ten Thousand Dollars (\$10,000.00) (the "Bid Deposit") has been paid to Seller prior to the date hereof. The Bid Deposit will be credited against the Purchase Price. An additional deposit of One Hundred Thousand Dollars (\$100,000.00) is being paid by Buyer simultaneously with Buyer's execution of this Purchase and Sale Agreement (the "Agreement"). All deposits are non-refundable if Buyer fails to close except for Seller's failure to deliver title as defined in Section 3 above.

Upon the delivery of the Deed to the Premises, the remainder of the Purchase Price is to be paid in cash or by certified cashier's, treasurer's or bank check drawn on a Boston bank or other means as approved by Seller and payable directly to the Seller without endorsement (or with one endorsement by Buyer in the presence of Seller).

The Buyer will reimburse the MBTA for all MBTA construction support and engineering review costs. A separate Force Account, as described in the ITB, will be for the review of engineering, construction and permitting documents and for safety and construction oversight activities. This

¹ Responsibility for maintenance of the MBTA Parking (defined below) will depend on Seller's assessment of Buyer's proposed development program. Seller reserves the right to require Buyer to maintain the MBTA Parking and all appurtenances in a good and safe condition and free of accumulations of ice and snow.

Force Account will be required to be funded no later than the first submission of site investigation, permitting, engineering or other documents with initial funding of _____ Thousand Dollars (\$_____). This account will remain in effect until thirty (30) days after Seller determines that all open items are closed. Seller reserves the right to require an additional Force Account in connection with construction conducted following substantial completion of Buyer's project. The obligations set forth in this paragraph shall survive the Closing (as defined below) and the delivery of the Deed.

5. Time of Performance

The Deed is to be delivered and the remainder of the Purchase Price paid at the office of the Seller's agent, Massachusetts Realty Group, 20 Park Plaza, Suite 1120, Boston, Massachusetts, no later than May 4, 2017 (the "Closing Date"). The parties may mutually agree in writing on some other place and time as the Closing Date.

In the event the closing of the transaction contemplated by this Agreement (the "Closing") does not occur for any reason, Buyer agrees that, if requested by MBTA, all permits and approvals obtained by Buyer and all application materials and development plans and surveys shall be assigned to the MBTA at no cost to the MBTA.

6. Public Parking, Busway and Station Access

Buyer's development of the Premises shall provide for the construction, at Buyer's sole cost and expense, of (i) at least fifty (50) parking spaces for the exclusive use of Seller and its patrons (the "MBTA Parking"), (ii) a busway that is sufficient, in Seller's judgment, to meet Seller's operational needs (the "Busway"), and (iii) a public pedestrian and bicycle pathway measuring at least ten (10) feet in width, designed to serve as access to Neponset Recreation Path, and providing access from River Street across the Premises to Mattapan Station (the "Public Path"). The MBTA Parking must be accompanied by convenient vehicular access from River Street and pedestrian access to Mattapan Station. The MBTA Parking, Busway and Public Path shall be constructed in accordance with plans and specifications prepared by Buyer and consented to by Seller in Seller's sole discretion. Buyer acknowledges and agrees that the Seller shall not consent to any plans for the MBTA Parking, Busway or Public Path that fail to comply with the terms of the settlement agreement between Seller and Boston Center for Independent Living, a copy of which is available at:

[http://www.mbta.com/uploadedFiles/About the T/Reports/Capital Investment Program/bcil_set](http://www.mbta.com/uploadedFiles/About%20the%20T/Reports/Capital%20Investment%20Program/bcil_set)

[lement.pdf](#). In addition, Seller shall have the right to review Buyer's plans for its overall project for purposes of confirming that the construction and operation of the project will not interfere with Seller's transportation operations. Seller may require Buyer to enter into a construction agreement with Seller memorializing how construction will occur in a manner that minimizes interference with Seller's operations.

7. Survey and Approvals

Buyer is responsible for preparing and obtaining an approved Subdivision Plan or ANR Plan prior to Closing, if required; provided, however, that in the event such plan is prepared by the MBTA, Buyer shall reimburse the MBTA for the cost of said plan. The Buyer shall be responsible for all necessary permitting approvals associated with the land use and/or development on the Property at Buyer's expense after Closing. Buyer's inability to obtain any permitting approvals necessary to Buyer's plans for the development of the Premises shall not relieve Buyer of its obligations to purchase the Premises.

Buyer shall be responsible at its sole cost and expense for preparing and providing a deed plan in accordance with the requirements set forth in Exhibit B. All costs of recording documents all documents at the Registry of Deeds in connection with this transaction shall be the responsibility of the Buyer.

8. Regulatory and Permitting Approvals

Seller makes no representations as to the fitness of the Premises for any proposed use, the suitability of the Premises for any particular purpose, or as to the ability of Buyer to obtain any necessary permits or approvals relating to the Premises. Buyer's inability to obtain any permitting approvals necessary to Buyer's plans for the development of the Premises shall not relieve Buyer of its obligations to purchase the Premises under the terms of this Agreement. The Buyer shall be responsible for all necessary permitting approvals associated with the land use and/or development on the Premises at Buyer's sole cost and expense.

Sale of the Premises is subject to the provisions of Massachusetts General Laws, Chapter 40, Section 54A.

9. Title/Extension to Perfect Title

Buyer shall obtain a complete review of the title to the Premises and a commitment for title insurance at its sole cost no later than three (3) months after execution of this Agreement by the Seller. A copy of said title report shall then immediately be delivered to Seller along with a cover letter citing all specific title objections, if any ("Title Objection Letter"). Any and all title matters not objected to in the Title Objection Letter shall be waived. If the title report and Title Objection Letter is not completed and delivered to Seller within this time, all title defects shall be waived. If the Seller shall be unable to give title or to make conveyance as provided herein, the Seller shall use reasonable efforts to remove any defects in title timely objected to as described above, in which event Seller's time for performance hereof shall be extended for a period of up to sixty (60) days. "Reasonable Efforts" shall be limited to those costing less than a total of Two Thousand Dollars (\$2,000.00). If, at the expiration of such extended time, the Seller fails or is unable to remove such objectionable title matters or address such matters to Buyer's reasonable satisfaction, then the Buyer may elect to terminate this Agreement. In the event of such election, all deposits shall be refunded to the Buyer and all obligations of either party hereto shall cease and this Agreement shall be null and void; except that any tort liability of the Buyer's that arose pursuant to Section 13 hereof shall remain.

10. Acceptance of Deed

Buyer shall have the election, at either the original or any extended time for performance, to accept such title to the Premises in its then condition as Seller is able to deliver and to pay the remainder of the Purchase Price without deduction. The acceptance of a Deed and possession by the Buyer shall be deemed to be full performance and discharge hereof except such matters which expressly survive the delivery of the Deed pursuant to the terms hereof.

11. No Brokers

Buyer hereby represents and warrants that it has not dealt with any broker who is entitled to a commission or fee in connection with the conveyance contemplated hereby, and covenants to defend, hold harmless and indemnify Seller from and against any and all claims for any such commissions or fees. Seller hereby represents and warrants that it has not dealt with any broker or other entity who is entitled to a commission or fee in connection with the conveyance contemplated hereby other than Massachusetts Realty Group (comprised of Greystone & Company, Inc. and Jones Lang LaSalle Americas, Inc.), whose fee is the sole responsibility of the Seller, and Seller covenants to defend, hold harmless and indemnify Buyer from and against any and all claims for any such commissions or fees. The representations, warranties, and agreements

contained in this Section 11 shall survive the delivery of the Deed and/or any expiration or termination of this Agreement.

12. Condition of the Premises

Seller 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 Premises. Buyer hereby acknowledges that Seller is selling and Buyer shall accept the Premises in an “as is” condition, including all debris thereon, and with “all faults” as of the Closing Date, without any warranty or representation by Seller, its agents or representatives whatsoever relating to the Premises. Buyer further acknowledges and confirms that Buyer is not relying on any representation or inducement which was or may have been made or implied by Seller or any other party acting on behalf of Seller with respect to the Premises, including, without limitation, the fitness of the Premises for any proposed use, the suitability of the Premises for any particular purpose, or as to the ability of the Buyer to obtain any necessary permits or approvals.

13. Indemnification and Release

Upon and after delivery of the Deed, the Buyer for itself, its successors and assigns, shall indemnify, defend and save the Seller harmless from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys’ expenses and fees), causes of action, suits, claims, demands or judgments of any nature whatsoever including, without limitation, (a) those related to personal injuries or death, (b) those related to Hazardous Materials that may be imposed upon, incurred by, or asserted against the Seller because of the condition of the Premises, and (c) 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 and fumes (the “Negative Impacts”). The indemnification for Hazardous Materials includes indemnification for the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Premises and for any Hazardous Materials on abutting property not owned by Seller caused by migration of such Hazardous Materials from the

Premises and such indemnification includes, without limitation, third party claims for property damages and decreases in land values.

In addition, Buyer, for itself, its successors and assigns, shall agree not itself to sue or commence action, claim, counterclaim or cross-claim, or otherwise seek affirmative relief against Seller arising out of (a) the condition of the Premises at closing, including, but not limited to, the presence of Hazardous Materials on, in, at, over, under, from, through or associated with the Premises or on any other property not owned by Seller because of migration of such Hazardous Materials from the Premises and (b) the fact that the Premises are subject at all times to the Negative Impacts.

Any required response action related to the Premises required by a governmental authority shall be performed by the Buyer at Buyer's sole cost and shall be performed in accordance with Chapter 21E, the MCP, and any other applicable statutes and regulations (the "Applicable Laws"). These provisions of indemnity and release shall be incorporated into the Deed and shall run with the Land.

14. Environmental Investigation

The Buyer, at Buyer's sole cost and expense, may complete environmental and other investigations of the Premises. Any such investigation, including without limitation, environmental investigation, if conducted, must be completed within six (6) months of the execution of this Agreement by Seller. Buyer shall waive its right to conduct or complete such investigations if they are not completed within said time period. Before beginning any environmental investigation or other invasive investigation, Buyer shall submit to Seller for its approval a scope of work showing the locations on the Premises at which Buyer intends to have sampling carried out, the extent of the sampling, and what testing will be done on the samples. Buyer shall make such submission to Seller in a timely manner so that Seller has at least fourteen (14) days to approve the submission and still leave time for Buyer to do the environmental investigation within said respective time periods. If requested in writing by Seller, Buyer shall submit all investigatory test results and reports obtained by the Buyer to the Seller and/or its consultants within one week of Seller's written request.

Buyer hereby indemnifies the Seller and agrees to defend (at the Seller's option) the Seller and save the Seller 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 Seller because of the condition of the Premises as a result of any environmental investigation permitted in this Section 14.

15. License for Entry and Insurance

Prior to entry on the Premises and any site investigation conducted pursuant to Section 14, Buyer shall execute the License for Entry attached hereto as Exhibit C.

Prior to entry on the Premises, Buyer (or its contractors or consultants) shall provide Seller with a certificate or certificates of insurance covering all days that Buyer and Buyer's consultants and contractors will be on the Premises before Closing, evidencing the insurance of the activities permitted hereunder, with companies that are reasonably acceptable to Seller as stated below, in which Buyer and others hereinafter specified are additional insureds as their interests may appear and which provides coverage as stated below.

(a) Commercial General Liability Insurance

Insuring the Buyer, the Seller, the Premises and all activities allowed hereunder, with minimum liability coverage for personal injury, bodily injury and property damage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Ten Million Dollars (\$10,000,000.00) covering all work performed must also be provided. Such insurance shall be written on an occurrence basis as opposed to a claims made basis. These policies shall name the Seller as an additional insured.

(b) Automobile Liability Insurance

Automobile liability insurance shall be provided by Buyer with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of Buyer and its consultants and contractors that are used in the activities permitted hereunder. The policy shall contain a waiver of subrogation clause in favor of the Seller.

(c) Worker's Compensation Insurance

Worker's Compensation Insurance insuring all persons employed by Buyer in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the Buyer or the Premises with limits of liability of not less than those required by Massachusetts General Laws Chapter 152, as amended. The policy shall contain a waiver of subrogation clause in favor of the Seller. Each of Buyer's contractors and consultants shall have similar policies covering their employees.

(d) Such other insurance as may be required by the terms of the License for Entry.

Notwithstanding the foregoing, Buyer shall have the right, at any time prior to the Closing at Buyer's expense, to have a non-invasive environmental site-assessment of the Premises prepared. In connection with such a site-assessment, Buyer shall have no obligation to submit a formal scope of work, but shall, upon request of Seller, provide evidence of reasonably satisfactory insurance coverage of the environmental professional.

16. Leases, Licenses, Uses and Occupancies

The Seller will notify in writing all known parties in possession of any known encroachments shown on the plan attached hereto as Exhibit A or revealed by physical inspection prior to Closing, and shall provide a copy of such notices to Buyer at the Closing. The Premises is being sold without the encroachments, if any, having been cured and the Buyer may resolve any and all remaining encroachments to its satisfaction after the Closing Date, at Buyer's sole expense and there shall be no further obligations on Seller to cure any encroachments.

17. Pre- Approval and Pre Closing Expenditures

Buyer agrees to accept all risk associated with expenditures it makes prior to approval of the sale by the Seller's Board of Directors and/or General Manager and Closing.

18. Buyer's Default Damages

Once the Buyer has executed this Agreement, Buyer shall be in default if, for any reason, other than failure of Seller to deliver title pursuant to Section 3 above, Buyer fails to purchase the Premises. If the Buyer shall be in default for failure to purchase the Premises, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at law and in equity for such failure to purchase. This Section

18 does not apply to any other damages Seller may have suffered as a result of Buyer's activities or other defaults in Buyer's obligations hereunder.

19. Construction of Agreement

The contracting parties agree that this is a Massachusetts contract and contains all the terms and conditions of this sale. It is mutually agreed that any oral representation made by either party prior to the signing of this Agreement is null and void.

20. Notices

Any notice or other communication in connection with this Agreement shall be deemed given when received or upon attempted delivery if delivery is not accepted. Such notices shall be in writing and shall be deemed to have been properly given when delivered by courier (or by an overnight mail service that electronically tracks deliveries to the correct addressee), addressed, as described in Section 1 of this Agreement. In addition, a duplicate notice from Buyer shall be sent in the same manner as the notice to Seller to Seller's representative, Massachusetts Realty Group, at 20 Park Plaza, Suite 1120, Boston, MA 02116 and a duplicate notice from Seller shall be sent in the same manner as the notice to Buyer and to Buyer's representative, _____ . Either party may change the address(es) at which notices are to be received by notice given as set forth above.

21. Assignment

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Buyer may not assign its interest in this Agreement without the MBTA's prior written consent, which consent may be withheld or denied in the MBTA's sole and absolute discretion. Any assignment made by Buyer without the prior written consent of the MBTA shall render this Agreement null, void and of no further force or effect.

22. Authority of Signatory

If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that (s)he is authorized to execute, acknowledge, and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

23. Severability

If any term of this Agreement or the application thereof to any person or circumstance shall, at any time, or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. No Waiver

No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. Entire Agreement

This Agreement (including all documents referenced herein and all Exhibits hereto) constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings, and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing, which states that it modifies or amends this Agreement, and which is signed by both parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties executed this Purchase and Sale Agreement as of the day and year written below the party's signature.

Approved as to Form:

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

Lauren D. Armstrong
Deputy General Counsel
MassDOT and MBTA

By: _____
Francis A. DePaola
General Manager

Date of Execution: _____

[INSERT BUYER NAME]

By: _____

Name: _____

Title: _____

Date of Execution: _____

EXHIBIT A

Description of Premises

The premises consist of approximately 108,248 square feet (2.48 acres) of land located at 466 River Street, Boston (Mattapan), Massachusetts, shown on the plan below.

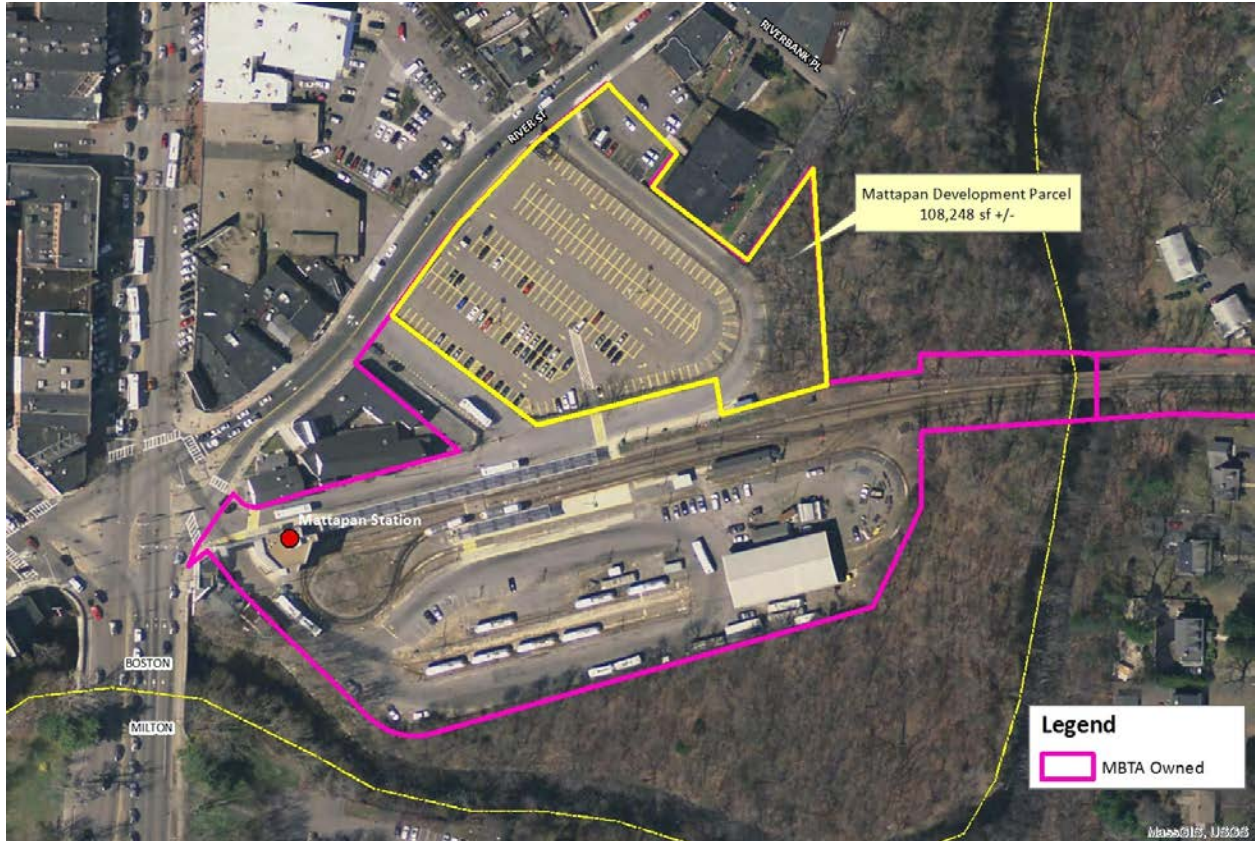


EXHIBIT B

MINIMUM REQUIREMENTS FOR DEED PLANS

1. Title Block shall be similar to the sample below and located in the bottom right corner of the plan.
2. Plan is to include metes and bounds, physical features, railroad baseline and engineering station for the extremities of the parcel to be conveyed, culverts and street locations.
3. Registered Land Surveyor's seal and signature must appear on plan.
4. Plan is it to meet all requirements of and be acceptable for recording with the appropriate Registry of Deeds, and shall reflect any necessary Planning Board approval by local public authority.
5. Parcel distance from centerline of location of track must be indicated, if applicable.
6. No reference to "Railroad" shall appear on the plan. The terms Massachusetts Bay Transportation Authority (MBTA) shall be used.
7. Two (2) copies of proposed plans shall be submitted for review prior to preparing a recordable Mylar. A digital copy of the plan in .dwg., .dxf., .dgn., or other file format as approved by the Seller must also be provided.
8. After review of the proposed plan has been completed, a Mylar original deed plan, suitable for recording, together with a Mylar copy is to be provided to Seller.

All correspondence regarding the particulars of the plan should be addressed to

Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, MA 02116
(617) 316-1654

<p>Plan of Land in Boston, MA Massachusetts Bay Transportation Authority To <i>Fill in Name of Buyer</i></p>	
Scale:	Date:

EXHIBIT C

FORM OF LICENSE FOR ENTRY

[See attached Appendix C]

APPENDIX C – Model License of Entry

APPENDIX C

MODEL

LICENSE FOR ENTRY

MBTA-14598

TRANSIT PROPERTY

BOSTON (MATTAPAN), MASSACHUSETTS

1. *License for Entry*

The Massachusetts Bay Transportation Authority, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts, established and existing pursuant to Chapter 161A of the Massachusetts General Laws, with a usual place of business at 10 Park Plaza, Boston, Massachusetts ("MBTA"), has designated as the Successful Bidder for the sale of land at the Mattapan Station parking lot, 466 River Street, Boston (Mattapan), Massachusetts (the "Designation") _____, with a usual place of business at _____, Massachusetts ("Licensee"), and hereby grants to Licensee, its employees, consultants and contractors the right and privilege to enter upon the property identified below and as shown on **Exhibit A** attached hereto, and incorporated herein (the "Premises"), subject to the terms and conditions of this License for Entry (this "License").

2. *General Conditions*

Among the terms and conditions of this License are included the following conditions (collectively, the "General Conditions"):

2.1 Effective Date: _____, 2016

2.2 Licensee: _____

2.3 Term: From the Effective Date hereof until the earlier of (i) six (6) months after the Effective Date and (ii) the closing date of the sale of the Premises by the MBTA to Licensee, unless earlier terminated as provided in this License.

2.4 License Fee: Waived

2.5 Administrative Fee: Waived

Design & Construction Plan Review Fee: \$_____ to be paid with execution of this License

- 2.6 Premises: The Premises consist of four (4) parcels of land situated at 466 River Street, Boston (Mattapan), Massachusetts, containing in aggregate approximately 108,248 square feet (2.48 acres), shown on Exhibit A attached hereto.
- 2.7 Scope of License: To conduct physical examination of the Premises, including, without limitation, land surveying and visual and photographic observations of the Premises; conduct sound, vibration and electromagnetic measurements at any above-ground locations; conduct Geotechnical Studies (as defined below) and environmental testing, all as more fully described herein and in Exhibit B attached hereto, subject to all of the terms and conditions of this License.
- 2.8 Intentionally Omitted
- 2.9 Project: The “Project” shall mean the development project proposed by Licensee in accordance with its bid submitted to the MBTA on February 24, 2016, as modified through the permit and approval process.
- 2.10 Notices: MBTA:
Real Estate Department
Massachusetts Bay Transportation Authority
10 Park Plaza, Room 5720
Boston, Massachusetts 02116
Attn: Assistant General Manager for Real Estate and Asset Development
- and
- Real Estate Department
Massachusetts Bay Transportation Authority
10 Park Plaza, Room 5720
Boston, Massachusetts 02116
Attn: Director of Parking Services
- and
- Design & Construction Department
Massachusetts Bay Transportation Authority
100 Summer Street
Boston, Massachusetts 02110
Attn: Assistant General Manager for Design and Construction
- and

Bus Operations
Massachusetts Bay Transportation Authority
45 High Street
Boston, MA 02110
Attn: Director of Bus Operations

with a copy to:

Massachusetts Realty Group
20 Park Plaza, Suite 1120
Boston, MA 02116
Attn: Thomas Cox

Licensee:

with a copy to:

3. Consideration

The rights contained in this License are granted for good and valuable consideration, the sufficiency of which is hereby acknowledged.

The License Fee, Administrative Fee and Design and Construction Review Fee are non-refundable. Licensee agrees to reimburse the MBTA for accommodations made by the MBTA in facilitating Licensee's rights hereunder, including but not limited to the cost of reviewers, inspectors, supervisors and flagmen.

4. Terms and Conditions of License

This License is subject to the following terms and conditions:

4.1 Due Diligence

- (a) Survey Matters. The Licensee may have an ALTA Survey prepared by a registered land surveyor, at the Licensee's sole expense (the "Survey"). Such Survey shall be completed during those hours as designated by the MBTA, after reasonable advance notice to the MBTA, and the Licensee shall have a copy of the Survey delivered to the MBTA promptly upon receipt thereof but no later than when a copy of the Title Report is sent to the MBTA by Licensee.
- (b) Geotechnical Matters. Upon approval of the Plan and Access Plan for Geotechnical Testing, both defined in Exhibit B, the Licensee shall have

the right to have geotechnical investigations of the Premises made, at the Licensee's sole expense, including, without limitation, inspections of the condition of the soils and subsurface of the land within the Premises (the "Geotechnical Studies") to determine whether the subsurface of the land within the Premises are sufficient to support the Licensee's Project. Such Geotechnical Studies shall be completed during the Term, and during those hours as designated by the MBTA, after reasonable advance notice to the MBTA.

- (c) Sound, Vibration and Electromagnetic Measurements. The Licensee shall have the right to conduct sound and vibration measurements ("Sound and Vibration Measurements") on the Premises. All measurements shall be completed during the Term, and during those hours as designated by the MBTA, after reasonable advance notice to the MBTA.
- (d) Environmental Testing. Upon approval of the Plan Access Plan for Environmental Testing, both defined in Exhibit B, the Licensee shall have the right to conduct an environmental investigation at the Premises. Such environmental investigation shall be completed during the Term, and during those hours as designated by the MBTA, after reasonable advance notice to the MBTA.
- (e) Restoration of Premises. In exercising its rights under this Section 4.1, the Licensee shall not interfere with the MBTA's right to continue to have full use of the Premises ("MBTA's Use Rights"). During the conducting of any due diligence, and prior to the daily commencement of the MBTA's Mass Transportation Activities (as hereinafter defined), the Licensee shall restore the Premises to the condition that they were in immediately prior to the Entry Date. Should Licensee need to drill any holes or remove any vegetation or make any physical changes to the Premises during the Term, Licensee shall request the MBTA's permission to undertake the same, which permission may be subject to certain terms and conditions including the restoration of the Premises to a condition reasonably satisfactory to the MBTA immediately following the completion of the testing. In no event shall the due diligence in any way interfere with MBTA's Mass Transportation Activities. Licensee shall provide evidence of insurance coverage in the amounts set forth in Section 4.4 hereof for Licensee's consultants and contractors selected to perform the due diligence prior to any entry onto the Premises or the commencement of due diligence. The "MBTA's Mass Transportation Activities" means the operation of the MBTA and private railroad, transit, bus, garage, maintenance, power and other facilities on and along the Red Line as well as the installation, construction, reconstruction, use, maintenance, repair, inspection, replacement, relocation and/or removal of any of the facilities on the Premises or under the Premises, and the use of the Premises by the MBTA's agents, servants, employees, contractors, invitees, licensees and by commuters using the Premises.

- (f) Safety Class - Intentionally Omitted.
- (g) Default. No due diligence may be performed if there is any default hereunder beyond applicable notice and cure periods.
- (h) Reports. Except as specifically provided herein, Licensee shall deliver to the MBTA only those reports specifically required by the terms and provisions of this License unless the MBTA at its sole election shall request Licensee to deliver copies of any other reports.
- (i) Limitation on Invasive Procedures. Licensee shall be permitted to perform the non-invasive due diligence described in Sections 4.1(a) and 4.1(c) above upon the Effective Date hereof. Licensee shall NOT be permitted to perform the invasive due diligence described in Sections 4.1(b) and 4.1(d) above unless and until Licensee is satisfied that either (i) there are no outstanding title issues with regard to the Premises; or (ii) the MBTA has agreed to cure all outstanding title issues.

4.2 Scope of Activity

(a) Scope of Activity

The Scope of Activity is the Scope of License (Section 2.7) as modified by the terms of this License and Exhibit B attached hereto and incorporated herein. The Licensee shall minimize the disruption to and alteration of the Premises and, as soon as possible after each entry onto the Premises, shall return the Premises to the condition existing immediately prior to the initiation of the Scope of Activity and entry hereunder.

Except in accordance with an approved Access Plan or in case of emergency, Licensee shall provide at least seven (7) days' prior written notice of its desire to enter the Premises to both (i) the MBTA's Real Estate Department at 10 Park Plaza, Suite 5720, Boston, Massachusetts 02116, Attn: Director of Parking Services, and (ii) the MBTA's Bus Operations Department at 45 High Street, Boston, Massachusetts 02110, Attn: Director of Bus Operations. The MBTA may have an observer present at all times when Licensee is present on the Premises. See Exhibit B for required notice from Licensee when Licensee needs access because of an emergency. Licensee shall do all work in accordance with the Plans described in Exhibit B.

(b) Utilities

Licensee acknowledges that there may be surface and subsurface utilities on and adjacent to the Premises and agrees to exercise extreme caution in performance of the Scope of Activity. Licensee shall comply with Massachusetts General Laws, Chapter 82, Section 40 (said statute also known as the "Dig Safe" law) and the regulations promulgated pursuant

thereto including but not limited to the Code of Massachusetts Regulations, more particularly, 220 CMR 99.00 et seq. To the extent the MBTA or parties acting in behalf of the MBTA, locate and mark utilities in the rights of way and appurtenant thereto to facilitate Licensee's activities hereunder, Licensee shall be responsible for payment to such parties for such services which may include, but not be limited to, locating and marking utilities, facilities and appurtenances thereto serving the railroad and transit line(s) or used in connection with services or operations of the MBTA. Any damage to any utilities caused by Licensee shall be the sole responsibility of Licensee. If Licensee does not immediately repair any utilities it has damaged, the MBTA, without being under any obligation to do so and without waiving the Licensee's obligation hereunder, may repair any utilities damaged by the Licensee immediately and without notice in case of emergency. In the event the MBTA exercises such right, the Licensee shall pay to the MBTA immediately upon demand all of the MBTA's cost of performing such repairs plus a fee equal to twenty-five percent of the MBTA's cost of performing such repairs to reimburse the MBTA for its administrative costs.

(c) Subordination to MBTA's Operating Requirements

The work permitted hereby shall be subordinate to the requirements of the MBTA in maintaining and operating a transportation system and may be stopped or delayed, at any time, in response to each requirement. MBTA shall not be responsible for any damages incurred by Licensee as a result of any such work stoppage, delay or required relocation.

(d) Environmental Cooperation

If for any reason Licensee is not responsible for Hazardous Materials, defined below, on the Premises then Licensee agrees to cooperate with the MBTA in the determination of the party liable for the remediation of the Premises under applicable federal and/or state law. Such cooperation may include the temporary adjustment of the rights granted to Licensee hereunder. The MBTA shall not be responsible for any damages incurred by the Licensee as a result of such temporary adjustment. "Hazardous Materials" shall mean "oil" or "hazardous materials", as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E") and the regulations promulgated pursuant thereto, the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP"), as amended from time to time.

(e) Remediation Obligation of the Licensee

Whenever by law or the terms of this License, Licensee is responsible for remediation of Hazardous Materials on MBTA property, Licensee, upon written demand of the MBTA, shall conduct, at Licensee's sole cost and

expense (or, at the MBTA's election, reimburse the MBTA for the cost and expense incurred by the MBTA in connection with the MBTA's conduct of), all response actions required by Chapter 21E and the MCP with respect to the Hazardous Materials (including the hiring of a Licensed Site Professional). Any such response action, if performed by Licensee, shall be performed in accordance with Chapter 21E, the MCP, any other applicable statutes and regulations, and in accordance with plans and specifications approved by the MBTA, shall be completed in a timely manner to the reasonable satisfaction of the MBTA, and shall allow the MBTA to use the Premises, and/or MBTA owned adjacent or contiguous property, for its present use and for any future transportation use. Licensee shall also be responsible for the reasonable costs incurred by the MBTA in hiring consultants (including a Licensed Site Professional) to review, supervise and inspect any plans, specifications, proposed method of work, installation, operation and results.

(f) Notice of Project Completion

Upon completion of its work described within this License, Licensee shall provide written notice ("Notice of Project Completion") to the MBTA of the date of project completion. The Notice of Project Completion shall be delivered to each entity designated in Section 2.10 or any successor as designated from time to time by the MBTA.

4.3 Indemnification and Release of MBTA

- (a) Licensee shall indemnify, defend (at the option of the MBTA) and hold 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 Hazardous Materials that may be imposed upon, incurred by, or asserted against the MBTA by reason of any of the following occurrences:
- (1) the activities of the Licensee hereunder or the exercise by the Licensee of any rights or privileges hereby granted; or
 - (2) the presence, discovery or revealing of any pre-existing Hazardous Materials on the Premises (or other property of the MBTA adjacent to the Premises) (i) which discovery is a result of the Licensee's activities hereunder; (ii) where said Hazardous Materials are present because of Licensee's previous occupancies of the Premises, whether those occupancies were unauthorized or permitted pursuant to prior agreements between the parties; or (iii) where those pre-existing Hazardous Materials migrated from land now or previously owned, leased, occupied or operated by the Licensee or for which the Licensee is a potentially responsible party as defined under Chapter 21E; or the placement or

accidental release of any Hazardous Materials onto the Premises (or other property of the MBTA adjacent to the Premises) by Licensee or its employees, agents, contractors or consultants or by the employees, agents, or consultants of Licensee's contractors or subcontractors;

- (3) any use, condition or occupation of the Premises or any part thereof by Licensee; or
- (4) any failure of Licensee to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws, ordinances or regulations affecting the activities or any part thereof.

In subsection (2) above, Licensee's previous occupancies of the Premises includes occupancies by the predecessors in interest of Licensee.

The foregoing indemnification shall be limited to the extent of the gross negligence or willful misconduct of the MBTA, its agents and employees.

- (b) Licensee has inspected the Premises and decided that the Premises are suitable for the uses Licensee contemplates. Licensee assumes all the risk of entry on to the Premises.
- (c) Licensee hereby releases the MBTA from any responsibility for Licensee's losses or damages related to the condition of the Premises, and Licensee covenants and agrees that it will not assert or bring, nor cause any third-party to assert or bring, any claim, demand, lawsuit or cause of action (whether by way of original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or any other claim) (hereinafter "Claims") against the MBTA, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by DEP, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages related to a person's death relating to, or arising from, the condition of the Premises except to the extent caused by such released party's negligence .
- (d) In clarification of the above release and covenants of defense and indemnification, and not in limitation of them, Licensee 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 related to the injury, illness or death of any employee of Licensee or of an employee of Licensee's contractors

or consultants; except if the Claim arose because of the MBTA's gross negligence or willful misconduct. It shall not be negligent to allow access to the Premises that are in substantially the condition they were in when Licensee inspected the Premises before accepting this License.

Licensee shall obtain a written release of liability similar to the one in this Section 4.3(d) (and including the language of Section 4.3(c)) in favor of the MBTA from each of Licensee's consultants and contractors before they enter onto the Premises.

(e) Licensee shall be notified, in writing, by the MBTA of the assertion of any claim against it that Licensee has agreed to indemnify above (the "Indemnified Claim").

(1) If the MBTA decides to itself conduct the defense of an Indemnified Claim against it or to conduct any other response itself, Licensee shall reimburse the MBTA for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by the MBTA in connection with the MBTA's defense of the Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E and the MCP. The settlement or compromise of any Indemnified Claim shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the MBTA on behalf of the Licensee or any other action that would materially prejudice the rights of the Licensee without the Licensee's express written approval. The Licensee shall cooperate with the MBTA in the defense of any Indemnified Claim.

(2) If the MBTA decides to have Licensee defend the Indemnified Claim or handle the response action, the MBTA shall notify Licensee of that decision in writing and the Licensee shall bear the entire cost thereof and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the MBTA is fully indemnified by the Licensee and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the Licensee on behalf of the MBTA or any other action that would materially prejudice the rights of the MBTA without the MBTA's express written approval. The MBTA shall cooperate with the Licensee in the defense of any Indemnified Claim.

If any response action due to the presence of Hazardous Material or the threat of release of Hazardous Waste onto the Premises (or other property of the MBTA which abuts the Premises) is performed by Licensee, the response action shall be performed in accordance with Section 4.1 (e).

For purposes of this Section 4, Licensee shall include Licensee and its directors, officers, employees, agents, successors and assigns and the MBTA shall include the MBTA and its directors, officers, employees, agents, successors and assigns.

The provisions of Sections 4.1, 4.2 and 4.3 shall survive the termination or expiration of this License.

4.4 Insurance

Prior to entry hereunder, Licensee or its consultants and contractors shall provide the MBTA with a certificate or certificates of insurance and shall, during the term hereof, renew and replace any expired certificate, evidencing the insurance of the activities permitted hereunder, and Licensee's covenant of indemnification hereinabove, with companies that are reasonably acceptable to the MBTA, as stated below, in which Licensee and others hereinafter specified are either additional insureds as their interests may appear or named insureds and which provide minimum liability coverage as follows:

(a) Commercial General Liability Insurance

Insuring the Licensee, the MBTA, and all activities allowed hereunder as well as Licensee's indemnification obligations contained in **Section 4** with minimum liability coverage for personal injury, bodily injury and property damage with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate. Umbrella liability coverage with limits of not less than Ten Million Dollars (\$10,000,000.00) covering all work performed must also be provided. Such insurance shall be written on an occurrence basis (as opposed to a claims made basis). These policies shall name the MBTA as an additional insured.

(b) Worker's Compensation Insurance

Insuring all persons employed by Licensee in connection with any work done on or about the Premises with respect to which claims for death or bodily injury could be asserted against the MBTA or the Premises with limits of liability of not less than those required by Massachusetts General Laws, Chapter 152, as amended. The policy shall contain a clause waiving the right of subrogation in favor of the MBTA. Each of Licensee's subcontractors and consultants shall have similar policies covering their employees.

(c) Automobile Liability Insurance

Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) covering all owned, non-owned, hired, rented or leased vehicles of Licensee and its consultants and contractors that are used in the activities permitted hereunder.

(d) Railroad Protective Liability Insurance - Intentionally Omitted.

The required insurance coverages hereinbefore specified shall be placed with insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of B+ or better, shall be taken out before the License is commenced and be kept in full force and effect throughout the term of the License, shall be primary to and non-contributory to any insurance or self-insurance maintained by the MBTA, and shall require that the MBTA be given at least 30 days advance written notice in the event of any cancellation or materially adverse change in coverage. All such required insurance, shall be written on an occurrence basis form, as opposed to a claim made basis form. The MBTA shall be named as an additional insured under the Commercial General Liability, Automobile Liability and Umbrella, Insurance Policies. The Workers' Compensation and Employers' Liability Insurance Policies shall include a waiver of subrogation in favor of the MBTA that precludes these insurers from being able to make any subrogation claims against the MBTA. All such insurance as is required of the Licensee shall be provided by or on behalf of all subcontractors to cover their operations performed. The Licensee shall be held responsible for any modifications, deviations or omissions in the compliance with these requirements by its contractors. At the inception date of the License and throughout the Term of the License, the MBTA shall be provided with certificates of insurance evidencing that such insurance policies are in place and provide coverage as required.

ALL CERTIFICATES OF INSURANCE PERTAINING TO THIS REQUEST (AS WELL AS RENEWAL CERTIFICATES) MUST DESCRIBE THE PREMISES SPECIFICALLY.

4.5 Compliance with Laws

Licensee shall comply with, and shall cause all work performed to comply with all Federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances.

Licensee shall also be responsible for obtaining any and all Federal, state, and/or local permits and/or approvals necessary to carry out the activities permitted hereunder.

4.6 Non-Exclusive Use

The MBTA makes no representations or warranty, express or implied, that the Licensee shall have sole or exclusive use of the Premises under this License. In the event other agreements, licenses or easements have been or are granted, the Licensee shall be responsible for coordinating its work and activities with that of other licensees and parties in interest. The MBTA shall not be liable for delays, obstructions, or like occurrences affecting the Licensee, arising out of the work of the MBTA or other licensees or parties in interest.

Licensee's rights herein are granted subject to easements and rights of record, existing leases and licenses, and all MBTA ongoing transportation operations.

4.7 No Warranty

Licensee accepts the Premises "As Is" and the MBTA makes no warranty, express or implied, as to the condition of the Premises.

4.8 Termination

At the termination of this License, Licensee agrees to restore the Premises to the condition it was in at the commencement of the Term, and to remove all of Licensee's personal property and debris from the Premises. Should Licensee not perform such restoration at the end of the Term, the MBTA may perform any and all necessary restoration at the sole expense of the Licensee. Any personal property not so removed shall, at the option of the MBTA, either become the property of the MBTA or be removed by the MBTA and disposed of without any liability in the MBTA for such removal and disposition, all at the sole expense of Licensee.

4.9 Assignment

Licensee shall not, without the prior written consent of the MBTA, transfer or assign this License or any part hereof. Such consent may be withheld in the sole and absolute discretion of the MBTA. Any assignment made by Licensee without the prior written consent of the MBTA shall render this License null, void and of no further force or effect.

5. Notices

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof (hereinafter "Notice"), shall be in writing and shall be deemed to have been properly given when delivered by a nationally recognized overnight mail service to the correct addressee, as described in Section 2.10 hereof. Notice shall be deemed received when actually received or when the proffered Notice has been refused by the Addressee. The signature of an employee, servant or agent of the Addressee shall be determinative on the issue of actual receipt.

Licensee and the MBTA shall, at any time and from time to time, have the right to specify as their proper addresses for purposes of this License any other address or addresses giving fifteen (15) days' written notice thereof to the other party.

6. Results

This License explicitly allows Licensee to conduct certain investigations on MBTA owned land. If asked to do so by the MBTA in writing, Licensee agrees to provide to the MBTA, at no cost, a copy of the results of such investigations (including data and analysis) and all other work conducted under this License in both hard copy form and in a digital format specified by the MBTA regardless of whether the report was prepared by Licensee, its agent, consultant or contractor, or prepared on behalf of the Licensee. All results and reports shall be provided to the MBTA within ten (10) days of receipt by Licensee of such written request. Except in the event of an emergency, Licensee agrees to consult with the MBTA prior to contacting any governmental entity, regarding any information, results of analysis or reports regarding the Premises. Licensee shall give the MBTA a copy of any reports or notifications, including but not limited to release notifications, prior to submitting the same to any governmental entity.

7. Default and Termination

- (a) Termination for Non-Payment. In the event that Licensee shall neglect or fail to pay the License Fee, Administrative Fee, Design and Construction Plan Review Fee or any other sum herein specified to be paid upon the due date hereunder, Licensee shall be in default and the MBTA shall have the right at any time thereafter to terminate this License by giving Licensee ten (10) business days written notice of the MBTA's decision to terminate for non-payment ("Termination Notice"). Licensee shall be entitled to cure any such default by tendering payment within the expiration of the ten (10) business days grace period which starts upon Licensee's, or Licensee's servants, agents or employee's receipt of (or refusal to accept) the MBTA's Termination Notice.
- (b) Termination for Loss of Designation. Upon the removal or revocation of the Designation of Licensee by the MBTA, this License shall terminate and be of no further force or effect. Licensee shall remain liable to the MBTA for any costs or damages incurred prior to such termination.
- (c) Termination upon Completion of Due Diligence or Sale of the Premises. Upon notification to MBTA by Licensee that Licensee's due diligence is complete, this License shall terminate and be of no further force or effect. Upon the MBTA's sale of the Premises to Licensee, this License shall terminate and be of no further force or effect. In either case, Licensee shall remain liable to the MBTA for any costs or damages incurred prior to such termination.

(d) Default of Terms and Conditions

Licensee shall also be in default if Licensee:

- (1) fails to perform or observe any of the other covenants or agreements contained in this instrument and on its part to be performed or observed beyond applicable notice and cure periods, or
- (2) makes any assignment for the benefit of creditors or files petition for relief under bankruptcy law, or
- (3) has a bankruptcy petition filed against it that is not dismissed within sixty (60) days, or
- (4) has its estate taken by process of law, proceeding in bankruptcy or insolvency or otherwise,

and if such defaults continue after two (2) weeks' written notice given by the MBTA to Licensee to cure, the MBTA may terminate this License by written notice to Licensee and/or deny access to the Premises and expel Licensee and those claiming through or under Licensee and remove Licensee's effects from the Premises without prejudice to any remedies which might otherwise be available for such breach of covenant, and, upon entry as aforesaid, the rights of Licensee created by this License shall terminate. Notwithstanding the preceding, if Licensee begins to cure a default as soon as possible within said two week period and thereafter continues to pursue a cure with all due diligence, then the MBTA shall not terminate this License until and unless Licensee ceases to pursue a cure with all due diligence and has not in fact cured said default. Licensee agrees to pay any expense including reasonable attorneys' fees incurred by the MBTA in enforcing any of Licensee's obligations hereunder.

Notwithstanding the preceding, if the default is one that threatens the safety of the public or the ability of the MBTA to operate its transportation system, then it shall be considered an Emergency Default and if Licensee does not effect an immediate cure, the MBTA may use self-help at the expense of Licensee and Licensee shall be responsible for such expenses as well as for a twenty-five (25%) percent administrative fee above the expenses. In the event of an Emergency Default, the MBTA may terminate this License.

8. Holding Over - Intentionally Omitted

9. Work in Harmony

Licensee agrees that in any work performed in or about the Premises, it will employ only labor which can work in harmony with all elements of labor being employed by the MBTA.

10. Promotional Material

Licensee shall not, without the prior written approval of the MBTA, refer to the MBTA in any promotional matter or material, including, but not limited to advertising, letterheads, bills, invoices and brochures.

11. Nondiscrimination

With respect to its exercise of all rights and privileges herein granted, Licensee shall undertake affirmative action as required by Federal and state laws, rules and regulations pertinent to Civil Rights and Equal Opportunity unless otherwise exempted therefrom. Licensee agrees that it shall comply with any and all required affirmative action plans submitted pursuant to the directives of any Federal agency and in accordance with applicable Federal Law and applicable state laws, rules and regulations.

Licensee shall not discriminate against any person, employee or applicant for employment because of race, color, creed, national origin, age, sex, sexual orientation, disability or Vietnam era veteran status in its activities at the Premises, including without limitation, the hiring and discharging of employees, the provision or use of services and the selection of suppliers, contractors, or subcontractors.

Consistent with the law, Licensee shall use reasonable efforts to contact, encourage and utilize minority and female business enterprises in the procurement of materials and service under this License.

12. Taxes

Licensee shall be solely responsible for the payment of any taxes, levies, betterments or assessments, fees or charges, whether in existence on the date hereof or becoming applicable during the Term, which may be assessed against Licensee or the MBTA which are directly attributable to Licensee's installations in, or use of, the Premises, or any personal property or fixtures of Licensee located thereon (collectively referred to as "Taxes"). Licensee shall pay all Taxes directly to the taxing authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment. Such payments shall constitute an additional License Fee hereunder.

Licensee may contest, in good faith for its own account and at its own expense, the validity or amount of any Taxes, provided Licensee shall indemnify the MBTA against any resulting loss, cost and expense. Licensee shall not permit a lien or encumbrance on the Premises by reason of failure to pay any Taxes.

13. No Third Party Beneficiaries

This License shall not be construed to create any third party beneficiary rights in favor of any other parties or any right or privilege for the benefit of any other parties.

14. Entire Agreement

This License contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties hereto with respect to the subject matter hereof not embodied herein shall be of any force or effect. All amendments to this License shall be in writing and signed by both parties hereto.

15. Governing Law

This License shall be construed and interpreted under and pursuant to the laws of the Commonwealth of Massachusetts, and the Massachusetts and Federal conflict of laws provisions shall not be applied if the result is that other than Massachusetts law shall govern.

16. Successors and Assigns

The provisions of this License shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Limitation On Damages

The MBTA shall not be liable to Licensee for any loss of business or any indirect, incidental, special, consequential or exemplary damages or lost profits unless specified herein.

18. No Waiver

No failure by MBTA to insist upon strict performance of any term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant or condition.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed this _____ day of _____, 2016.

LICENSOR:

**MASSACHUSETTS BAY
TRANSPORTATION AUTHORITY**

By: _____
Mark E. Boyle
Assistant General Manager
Real Estate and Asset Development

LICENSEE:

By: _____
Name: _____
Title: _____

EXHIBIT A
PREMISES

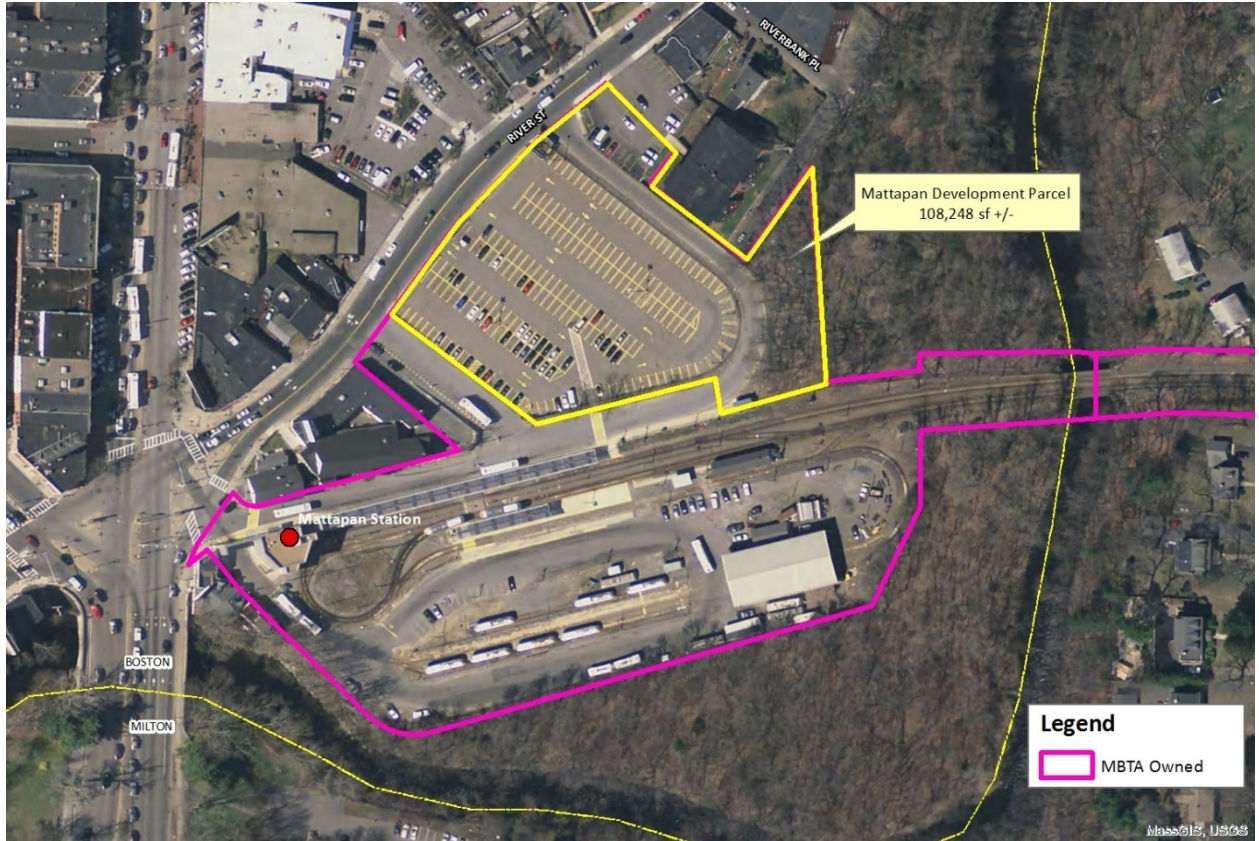


EXHIBIT B

SCOPE OF ACTIVITY

Subject to the terms and conditions in this License, the Licensee, its agents, employees, contractors, subcontractors, and/or representatives are hereby granted a license to enter upon the Premises for the sole purpose of allowing Licensee to conduct land surveying and visual and photographic observations of the Premises and MBTA facilities and operations thereon; conduct sound, vibration and electromagnetic measurements on the Premises; conduct Geotechnical Studies and conduct Environmental Studies on the Premises. No other physical investigations of any kind may be performed on MBTA owned land.

Licensee may conduct the Survey, Sound, Vibration and Electromagnetic Measurements, Geotechnical Studies, and Environmental Studies in a safe manner and immediately notify the MBTA if any problem occurs which may result in a safety hazard. If any unsafe situation should occur, Licensee will correct the situation by eliminating any safety hazard immediately or, if the situation cannot be reasonably cured immediately, then in such longer time as is reasonably required, and in all such unsafe situations, MBTA Safety Procedures for Subway Operations shall be followed.

Licensee shall submit plans for all desired access, including, but not limited to, the survey, the environmental and the geotechnical testing to the MBTA (the "Survey Plan, the Environmental Plan and the Geotechnical Plan" or collectively "the "Plan") as well as access plans, providing a detailed schedule of times when Licensee, its employees, contractors, subcontractors, or agents would like to be on the Premises to undertake each of the three kinds of work (the "Survey Access Plan, the Environmental Access Plan and the Geotechnical Access Plan" or collectively the "Access Plan"), where the Plans include, without limitation, the location of the investigations and detailed specifications (including the materials to be used) and the proposed investigations, methods and tests of performing the work, or any part thereof, including plans for the ALTA survey, geotechnical and environmental testing. The MBTA shall approve the Plans or shall provide explicit comments which explain any unapproved items. Licensee shall not enter the Premises for the survey, environmental testing or the geotechnical testing until the Plan and the Access Plan for that work has been approved by the MBTA. Such approval may be withheld in the MBTA's sole discretion. The Scope of Activity for said surveying and testing will be more fully defined in the approved Plan and Access Plan, which approved Plan and Access Plan will automatically be incorporated herein by reference and made part of this License. The MBTA shall have full power to make a final determination of when Licensee may be on the Premises as it is necessary to coordinate the work of all those desiring or having the right to access the Premises.

Unless entry is made pursuant to an Access Plan approved by the MBTA, Licensee agrees to give at least seven (7) days' prior written notification to the MBTA (except in cases of emergency when notice shall be given to the MBTA as quickly as possible) of its need to access the Premises for all work to be performed under this License by contacting the MBTA's Director of Parking Services (for work affecting the parking lot) and the MBTA's Director of Bus Operations (for work affecting the busway). Licensee understands that the more notice given to the MBTA the more likely it will be that Licensee can gain access at the times requested. **Licensee shall present evidence of the required insurance coverage before each entry. In the**

case of an emergency, Licensee shall as soon as possible contact the MBTA Control Center at (617) 222-5298.

No activities permitted herein may be performed by Licensee except as approved in writing by the MBTA; and no method of testing shall be used by Licensee except with prior written approvals or written approvals received in the field from the MBTA's representatives at the time the work is performed.

If at any time during the permitted work, the MBTA should, in its sole and absolute discretion, deem flagmen, watchmen, communications/signaling personnel, electric traction personnel, inspectors assigned to construction crews, and/or other measures, including but not limited to train re-routing, desirable or necessary to protect its operations, its property or its employees or other persons on or near the Premises (collectively, the "Safety Measures"), the MBTA shall upon notice to Licensee (where such notice is feasible) have the right to place such personnel, including personnel of the MBTA's agents or to take such measures, at the sole cost and expense of Licensee. Such cost and expense shall include the current wages and fringe benefits due and owing to such personnel in and for the performance of such measures. Licensee hereby covenants and agrees to bear the full cost and expense thereof and to reimburse the MBTA within thirty (30) days of receiving an itemized, written invoice for such reimbursement. The MBTA's failure to furnish such personnel or take such measures shall not relieve Licensee of any obligation or liability it might otherwise have assumed, and shall not give rise to any liability to Licensee on the part of the MBTA. Upon being notified that the personnel or measures referred to in the first sentence of this Paragraph have been deemed desirable or necessary by the MBTA, Licensee shall not commence or continue any work, unless and until such personnel or measures are in place.

If Licensee shall deem any requirement for flagging or the like by the MBTA or its agents for supervision of the activity hereunder as unreasonable, Licensee shall nevertheless pay for such flagging and the like, but may take exception in writing thereto as an unreasonable requirement in each instance. The parties agree to review such exceptions at the times of billings for such services and attempt to adjust them as the MBTA may deem appropriate. This reimbursement is in addition to the License Fee and Administrative Fee required hereunder.

Licensee shall comply with all applicable requirements of the MBTA Special Instructions dated April 2003, as amended from time to time. To the extent that there is an irreconcilable conflict between the aforementioned requirements and this License, the terms and conditions contained in the MBTA Special Instructions shall control unless the requirements in this License are stricter.

APPENDIX D - 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.

APPENDIX E

REDEVELOPMENT USE AND DESIGN GUIDELINES

Updated for MBTA reissuance of ITB – May 27, 2015

PURPOSE

These guidelines have been developed by the Boston Redevelopment Authority (BRA) in collaboration with members of the Mattapan community and the Massachusetts Bay Transportation Authority (MBTA). They are intended to provide potential developers with an understanding of the development characteristics desired by the community and BRA for the MBTA Mattapan Station Parking Lot parcel(s).

In June of 2015, these guidelines were updated to reflect the new zoning proposed for Mattapan Square in conjunction with Mattapan Economic Development Initiative. Where these guidelines conflict with current zoning, they are intended to put forth ideas and outcomes that would receive positive consideration by the Mattapan community and the City of Boston. These guidelines are also intended to provide proponents with information on the application of City of Boston housing policies and regulations.

These guidelines will be used by the MBTA as part of their basis for determining if a submitted development proposal responds to the minimum requirements of the Invitation to Bid (ITB). 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 selected developer will be required to present its proposal at a community meeting to be held prior to designation.

REDEVELOPMENT GOALS

The following Redevelopment Goals should guide respondents in crafting proposals:

- The development of this site should increase the economic and social vibrancy of the Mattapan neighborhood by adding to the existing residential base that draws upon the district businesses, and by providing job and business opportunities that complement (without detracting from or competing with) the existing commercial base in the Mattapan Square business district. The community sees this site becoming a jewel in the crown of Mattapan and seeks upscale uses and high quality development.
- The development should contribute to and enhance the character of the adjacent neighborhood, drawing on and interpreting area circulation and public realm characteristics and the relationship of these elements to surrounding uses and buildings.
- Because the parcel is located in close proximity to several major public transit stations, the development should have density, circulation, and transportation characteristics that take full advantage of the adjacent and nearby MBTA transit facilities while remaining compatible with the ongoing MBTA transportation operations and station facilities.

- The development should address the housing needs of the Mattapan community by providing a variety of housing unit types and levels of affordability with a focus on ownership housing.

Recognizing the challenges of the current financing climate, phased development approaches that achieve the stated Redevelopment Goals will be considered and should be outlined in development proposals.

REDEVELOPMENT GUIDELINES

Existing Zoning

The site is located in the Greater Mattapan Community Commercial Subdistrict which under current zoning provides for a wide variety of allowed and conditional uses including retail, service, commercial, cultural, and residential. The current zoning allows for a maximum Floor Area Ratio (FAR) of 4.0 and a maximum building height of up to 55 feet. A Residential Development Incentive allows for an increase of FAR of 0.25 to 0.75 and an increase in height of up to 10 feet in projects that are more than 50% residential and where over 15% to 20% of the Dwelling Units qualify as Affordable Housing. Proponents should consult the applicable sections of the Boston Zoning Code for additional and more detailed information.

New Uses

Development at this site should adhere to the following use guidelines:

- **Commercial Use:** Ground floor uses should include commercial office, active retail and / or service businesses.
- **Residential Use:** Should accommodate a range of household types and include studios, one and two bedroom units.
- **Ownership/rental:** Ownership (condominium or cooperative housing) opportunities are preferred.
- **Affordability:** Market rate housing is preferred; however, developments must provide 15% of the market rate units at 80% to 120% of Area Median Income to comply with the Boston Executive Order regarding affordable housing.
- **Service and Supporting Uses:** Day care, community services (employment, social or health) and professional services are highly desirable support uses (i.e. ground floor) at this location.
- **Open Space and Neponset River Green Way:** Strong preference will be given to uses that support, connect to, and relate to the adjacent greenway and paths. The development should contain a network of open spaces that organizes the site and its circulation and include a significant open space element that creates a sense of community and is public in character. These components should be consistent with and further the goals of the Boston Transportation Department's "Green Links" initiative. The open space(s) should include passive and active use areas.

Urban and Building Design

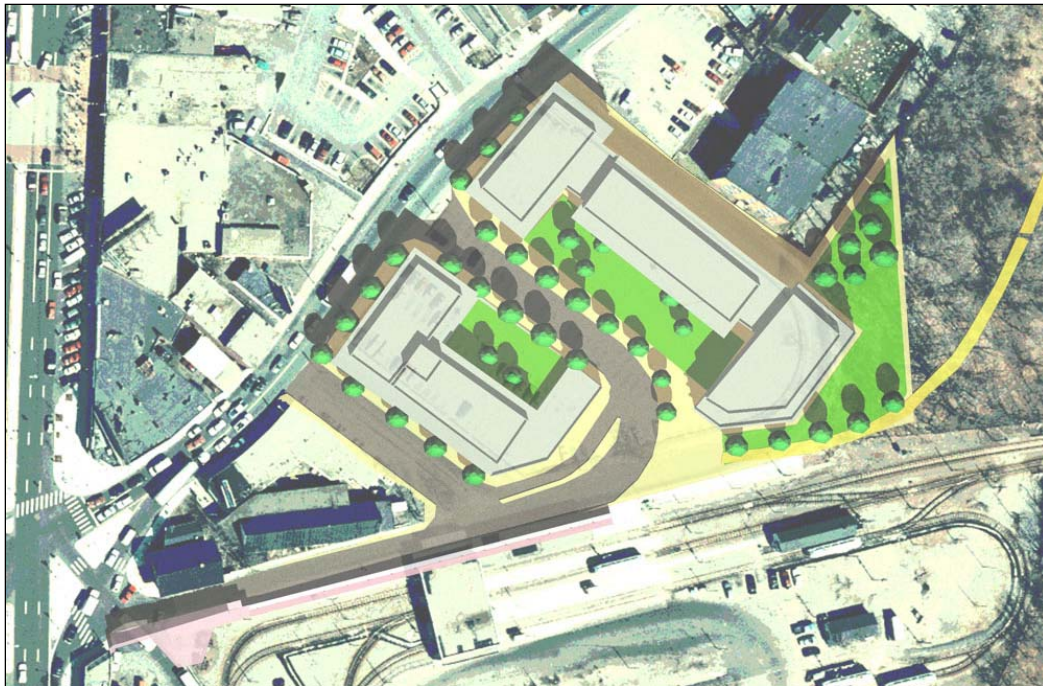
Development at this site should take the following character:

- **Site Scale and Character:** Reduce the overall scale of the current site by reconfiguring the existing bus transit way as a new street(s) with pedestrian way(s) to split the River Street frontage to two smaller parcels and building segments.
- **Circulation and Access:** The development should build upon the existing network of neighborhood streets and pedestrian paths so as to provide safe and pleasant access to Mattapan Station, Mattapan Square, the Neponset River Way and any new buildings. The development should be consistent with and build upon the recommendations that were made through the BRA's Fairmount Indigo Planning Initiative, and specifically those made by the Blue Hills Avenue/Cummins Highway Station Area Plan. Primary access should be at River Street with secondary and service access at the side(s) and rear(s) of the building(s).
- **Connections:** Provide for new pedestrian pathway(s) to meet the goal of linking the existing network of neighborhood open spaces and activity centers; including Mattapan Square, Neponset River Reservation, Ryan Playground and Kennedy Playground.
- **Streets and Sidewalks:** Existing streets (including bus transit ways) should be reconstructed and new streets should be constructed in conformance with the City's Complete Street Guidelines and to provide for streetscapes with wide sidewalks, bicycle accommodations, curb-side parking, landscaping and street furniture.

At side street crossings provide pedestrian neck-downs, and other street / sidewalk configurations as necessary to improve the pedestrian quality, functionality and safety of the pedestrian experience and streetscape.

- **Streetscape:** Provide for enhanced streetscapes including street trees with tree grates, rain gardens, planting beds, bike racks, and ornamental fencing. In addition to beautifying the streetscape, landscaping and street furniture should be designed to mitigate the adverse noise and proximity impacts of vehicular and bus operations.
- **Topography:** Use the existing site topography to provide:
 - At grade access to new building(s) along River Street; basement or lower level access, including parking, toward the back of the site.
 - At grade access to active building uses at site areas adjacent to the Neponset River Reservation so as to engage Neponset River green space and capture views out to the river.
- **Orientation:** The primary front of any new buildings should be on River Street. Any retail and service uses should be located along River Street but situated and designed so as not to compete with primary building entries.
- **Edges and Street Wall:** Reinforce and enhance the street wall condition along River Street by setting buildings fronts at the back of sidewalks. Active uses should be included at street level along the River Street edge and bring visual activity down toward Mattapan Station.
- **Height and Massing:** Work within the newly established 55 foot zoning height limit [5 story building] and allowed Residential Development Incentives of up to 10 additional feet.

- **Building Character:** The principal building materials should be brick masonry with brick and cast stone detailing on par with the more noteworthy buildings in the Mattapan area. Ground floor spaces should be taller than upper story spaces and include larger display and or operable windows. Building façade materials and design should consider strategies to mitigate the adverse noise impacts of vehicular and bus operations.
- **Billboards:** Proposals should result in the removal of the existing billboard on the parking lot property.
- **Conceptual Site Diagrams:** The below site diagram was presented and discussed at the June 1, 2005 MBTA / BRA hosted community meeting. This diagram is intended only to illustrate the preferred approach to site configuration.



Site Diagram

Existing busway relocated to create two parcels and additional development area.

Transportation and Parking

- **On-street Parking:** Reduce the adverse impacts of street traffic and provide new short term on-street parking by widening and resetting the existing River Street curb alignment along the River Street edge of the site.
- **Commuter Parking:** Recognizing the limited need for commuter parking, proposals should include opportunities for shared business, resident and commuter parking. The MBTA will work with proponents to determine an appropriate number of commuter parking spaces (50 Spaces). Vehicular access to the commuter parking should be via the existing or new side streets and provide a direct, handicap accessible and safe pedestrian link between the parking area and Mattapan Station waiting areas.

- **MBTA Bus Access:** The development must accommodate ongoing and future MBTA bus and trolley operations including: bus access between River Street and Mattapan Station, embarking and disembarking areas, expanded and or new bus service [e.g. Silver Line buses and 60'-0" articulated bus vehicles].
- **Commuter Drop Off and Pick Up:** The MBTA requires an area immediately adjacent to the Mattapan Station for commuter drop off and pick up.
- **Vehicular and Service Access:** Should be from the side or rear of the building(s) and not from River Street.
- **Parking ratios:** for proposed new uses at the site, the development should provide parking as follows:
 - Residential: min. 0.75 to max. 1.0 spaces per unit
 - Commercial: min. 0.75 to max. 1.0 spaces per 1000 square feet

Parking should be integrated into an overall development plan and utilize the site topography to allow at grade access to parking areas at the rear of the site. The development should not rely on open parking fields to meet new parking requirements.

- **Bicycle Racks and Storage:** See City of Boston Bicycle Parking Guidelines for detailed requirements. Provide bicycle racks and storage space(s) proportional to the mix of uses and as follows:
 - Residential: indoor secure / covered bicycle storage spaces, minimum of one per unit. And on-site, outdoor / covered or outdoor / open bicycle storage spaces, minimum of 1 space per 5 units but no fewer than 2 spaces per building.
 - Retail: indoor, secure / covered bicycle storage spaces, minimum of one per worker 10% of the planned occupancy. And on-site, outdoor / covered or outdoor / open visitor bike rack(s) with a minimum of one space per 5,000 SF but no fewer than 4 spaces per building.
 - Commercial Non-retail: indoor, secure / covered bicycle storage spaces, one per worker for 10% of the planned occupancy. And on-site, outdoor / covered or outdoor / open visitor bike rack(s) for 2.5% of daily users but no fewer than 4 spaces per building.
 - Provide minimum one shower / changing facility for any non-residential building with 100 or more planned part- and full-time workers and one additional shower / changing facility per every 200 planned workers, thereafter.

Sustainable Development and High Performance Green Building

Projects should minimize the adverse environmental and health impacts of new development and building by employing sustainable development and high performance green building strategies and practices, and by taking an integrated approach to project planning and design and construction.

- **Sustainable Communities:** The redevelopment of these parcels should enhance the overall sustainability of the Mattapan Square commercial district and surrounding neighborhood through a careful mix of new uses and compact / low impact development strategies that take full advantage of access to nearby transit, retail goods and services, employment, residential and open space opportunities.

- **Integrated Planning and Design:** Proposals should evidence team experience and commitment to integrated project planning, design and construction practices with the involvement of all project planning, design, engineering and construction professionals from the initial planning phase of the project through building commissioning and occupancy.
- **High Performance Green Buildings:** All new buildings must be designed and constructed to achieve USGBC LEED Gold or better utilizing the most appropriate LEED rating system. Projects involving three or more buildings must be designed, planned and constructed to meet the USGBC's LEED for Neighborhood Development standards at the Gold level or better.
- **Green House Gas Reduction:** By Mayoral Executive Order, Boston is committed to reducing greenhouse gas emissions 25% by 2020 and 80% by 2050, below 1990 levels. All new buildings should be designed and built to significantly reduced energy consumption and building and transportation related carbon emissions. New buildings should be highly efficient (residential structures should achieve a 60% HERS index or better) and include onsite renewable and or clean energy sources including solar PV, solar thermal, and combined heat - power systems. Project teams should work with the local utilities, National Grid and EverSource, to fully access utility energy efficiency programs and to work with City, State and Federal renewable energy and energy efficiency programs to maximize the overall performance of the buildings.
- **Water and Storm Water Reduction:** New buildings should minimize water consumption and reduce storm water discharge by including low flow water fixtures and controls, rainwater harvesting and reuse, drought tolerant landscaping, rain gardens and permeable surfaces to encourage on site water absorption.

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