

Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov) and provide us with the following information. In the event any addenda is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: 13-054

Contact Name:

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Company Name:

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Address:

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City/Town:

State:

Zip Code:

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Phone:

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Fax:

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Cell:

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Email:

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## **CITY OF BEVERLY**

<p><b>13-054</b> <b>LEASE FOR MECHANIC GARAGE SPACE</b></p>
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**BIDS DUE:**  
**MONDAY DECEMBER 16, 2013 @ 11:00 A.M.**  
at the Office of the Purchasing Agent, City Hall  
191 Cabot Street, Beverly, Massachusetts 01915

**CITY OF BEVERLY, MASSACHUSETTS**

**REQUEST FOR PROPOSALS**

**#13-054**

**LEASE for MECHANIC GARAGE SPACE**

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PROPOSAL DUE DATE: 11:00 a.m. (local time), Monday, December 16, 2013

Return proposals to: City of Beverly  
Purchasing Department  
City Hall, 191 Cabot Street  
Beverly, Massachusetts 01915

Competitive sealed proposals will be received by the Purchasing Department, at the above-specified location, until the time and date cited.

Proposals must be in the actual possession of the Purchasing Department on or prior to the exact time and date indicated above. **NO INCOMPLETE, FAXED, ELECTRONICALLY MAILED, OR LATE PROPOSALS WILL BE CONSIDERED.**

All procurement activities conducted by the City of Beverly are in conformance with the rules and regulations of Massachusetts General Laws, Chapter 30B. The law is available for review in the Purchasing Department at the above address. Copies of the law are also available for sale to the public at a fee of 20 cents per page at the Purchasing Department or available on line at <http://www.state.ma.us/legis/laws/mgl/index.htm>.

Questions regarding this Request for Proposals should be addressed to: David Gelineau, Purchasing Agent, City Hall, 191 Cabot Street, Beverly, MA 01915; phone (978) 921-6000, ext. 2350 or ([dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov)).

**BID DEPOSIT**

A deposit of Five Thousand Dollars (\$5,000.00) (cash, treasurers' check, cashiers check, certified check or money order) must be submitted as part of the proposal package. Deposits shall be returned to unsuccessful proposers within seven (7) business days after the City executes a Lease Agreement with the successful proposer. If the successful proposer fails to execute a lease agreement with the City after award, the deposit shall be retained by the City.

## I. PROJECT SUMMARY / GENERAL REQUIREMENTS

The City of Beverly invites proposals to lease, in accordance with the terms, conditions, and specifications described herein:

### User Agencies:

1. City of Beverly Public Schools Transportation Division
2. City of Beverly Fire Department

**Program Description:** The City of Beverly Public Schools Transportation Division and the Beverly Fire Department are seeking space to temporarily maintain the school bus fleet and fire dept vehicles. The space must be adequately sized to fit two 72-passenger busses and one Beverly Fire Dept Fire Pump or Quint Truck as well as staff parking outside the building. The mechanic bay must not have internal supports except those supports located within the exterior walls, and must have ceilings over 14 feet high minimum. City owned equipment such as vehicle lifts and compressors will be fastened to existing concrete floors.

### Summary of Space Needs:

1. Space must be within the City of Beverly and within 1 mile of 20 Colon Street, Beverly, MA as measured by "Google Maps"
2. Approximate size:
  - a. Mechanic Bay: minimum 3000, maximum 4500 square feet
  - b. Office Space: minimum 150 square feet.
3. Location must be handicapped accessible and have public or dedicated handicap parking available
4. Preferred location in general proximity of Public Services Garage located on Park St.
5. Must have sufficient electric service capacity to run multiple large single and three-phase electrical devices. 400 amp total load.
6. One year lease with two-one year extensions at the sole option of the city
7. Space must be available February 1, 2014
8. No build out costs

### Bid Deposit:

A deposit of Five Thousand Dollars (\$5,000.00) (cash, treasurers' check, cashiers check, certified check or money order) must be submitted as part of the proposal package. Deposits shall be returned to unsuccessful proposers within seven (7) business days after the City executes a Lease Agreement with the successful proposer. If the successful proposer fails to execute a lease agreement with the City after award, the deposit shall be retained by the City.

## II. INTRODUCTION

The City of Beverly invites proposals to lease space for use by the agencies listed.

The RFP has been designed to provide for an open and competitive process for selecting lease space by informing all potential proposers of the steps proposers must take in order to have their proposals considered; the procedure followed in evaluating proposals and selecting the most advantageous one; the criteria for such evaluation and selection; the terms and conditions of the lease agreement, including the tenant improvements and services to be provided by the landlord to be executed between the chosen proposer and the User Agencies.

**City of Beverly:** The organization that is responsible for the leasing of real estate property for the User Agency.

**Eligible Proposers:** Record owners of proposed property, brokers or other authorized agent of such record owners; master tenants whose lease permit subleasing; perspective building purchasers, provided that such purchasers must attach a copy of an executed purchase and sale agreement or option and a letter from the current building owner stating awareness of the proposal. Proposals must be submitted by a single ownership entity: proposals submitted by separate owners for property they own individually will not be considered.

**Usable Area:** For the purposes of this Lease, the term “Usable Area” shall mean, with respect to the Premises or any space removed from or added to the Premises, the square footage determined by measuring the entire floor area of the Premises (or such other place) bounded by a line established by the predominant inside finish of the permanent outside building walls which abuts the floor (not from the inside face of the windows) and by the interior surfaces of corridor walls or other demising walls. No deductions shall be made for columns or other projections necessary to the Building structure or systems or the other partitions subdividing the premises. Notwithstanding the foregoing, under no circumstances shall the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical or mechanical closets, loading platforms, smoking vestibules required by law or restrooms, irrespective of whether Tenant occupies the entire floor or the entire building.

### III. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The City’s objective is to obtain the space most advantageous to its needs at the lowest cost. To this end, the City will evaluate all proposals for conformity to the requirements, and for the degree to which they satisfy the requirements as defined in this RFP.

The City will begin to review and evaluate proposals after the Submission Deadline noted on the cover sheet of this RFP. Evaluations of proposals will be based primarily on information provided in the proposals and obtained on site visits. Additional information will be obtained from references provided by the proposer, from other agencies or individuals familiar with the proposed building and from other generally available and verifiable information.

The City reserves the right to waive portions of the RFP for all proposers, to excuse minor informalities in proposals, or to reject any or all proposals, if deemed in the best interest of the City.

**Initial Review:** The City will accept for consideration only those proposals that meet the submission requirements. Any other proposals may be rejected. The City will review all proposals accepted for consideration to determine whether they meet the requirements. Proposals that do not meet one or more of these requirements will be rejected as non-qualifying.

**Site Visits:** City staff will conduct site visit(s) to verify the information provided in the proposals, and to perform detailed evaluations of the proposed space. The proposer should be present at the site visit or should arrange to have someone present who has the knowledge and authority to represent him or her.

**Evaluation of Qualifying Proposals:** Any proposal that the City has determined as non-qualifying will be rejected by the City. The City will notify the proposer in writing. All qualifying proposals will be evaluated on the qualitative criteria and compared with regard to the City policy objectives. The City will then prepare a cost analysis, which estimates and compares total costs of occupancy for all proposals evaluated. The City will then make the final selection of a proposal.

**Notification of Proposers:** Upon selection of a proposal, the City will notify all proposers of the decision in writing. Such notification does not represent a contract, nor does it commit the City to enter into a contract. It is assumed that both parties will make a good faith effort to negotiate an

acceptable lease, but if agreement is not reached, the City reserves the right to re-advertise or approach another proposer.

**Preparation of the Lease:** After a proposal has been selected, the City will contact the selected owner to finalize a lease. The terms of the lease must be consistent with the RFP and the selected proposal.

In addition, the Lease Agreement shall include the Basic Rent, Terms including the occupancy start and end dates, Heat, Air Conditioning, Water and other Utility cost responsibility, general use of Premises, overall maintenance of Building, Alterations, Additions, Improvements, Signage, Insurance, Defaults, Remedies, Relationship of Parties, Notice and other provisions as needed.

The completed lease will incorporate the RFP Specifications for the premises (as revised by agreement of the parties in light of the proposal and subsequent negotiation), a renovation schedule for completion of the tenant improvements, if any, and the schematic drawing of the premises.

**Approval of the Lease:** At the time the completed lease is ready for signatures of both the landlord and the City, the City shall initiate a Purchase Order. After the lease has been signed, it should be noted, that no obligation shall be considered to have incurred under the Lease Agreement unless and until said Purchase Order has been duly issued, signed and approved.

**Design and Build-out of Tenant Improvements:** Improvements shall not commence until the landlord receives a copy of the fully executed lease with the City's finalized floor plan. Following execution of the lease, it is the landlord's responsibility to deliver the premises to the City in conformance with the Requirements of this RFP.

This includes providing all technical and professional expertise (architectural, structural, mechanical, electrical, etc.) renovation plans prepared by licensed professionals (including final design layout), labor, materials, permits, a Certificate of completion and Certificate of Occupancy to provide a complete facility ready for occupancy. The landlord is responsible for the timeliness and quality of improvements.

During any necessary renovations, official communication regarding the project is through the authorized City representative. The City must approve changes to the approved design in writing. Punch list items are to be completed within thirty (30) days of occupancy

#### IV. REQUIREMENTS

A proposal must meet the following requirements in order to be considered qualifying and undergo further evaluation:

##### **General Requirements**

**Submission: Proposers shall not include a separate price proposal. Proposals shall include the price.** Proposals must be submitted in sealed envelopes marked "Lease for Mechanic Garage Space" and the proposer's name and address clearly indicated on the envelope. Please submit seven (7) proposals in sealed envelopes marked in the lower left corner – "Lease for Mechanic Garage Space – " and addressed to:

City of Beverly  
Purchasing Department  
191 Cabot Street, 2<sup>nd</sup> Floor  
Beverly, MA 01915

**Type of Agreement and Term:** A lease will be awarded to the successful proposer. Lease terms and conditions will be executed in the form of a lease. The lease shall be consistent with requirements set forth in this solicitation. The City will reimburse the landlord on a monthly basis.

## V. LOCATION

**Search Area:** The proposed building must be located within the City of Beverly, within 1 mile of 20 Colon Street, Beverly, MA as measured by “Google Maps”.

## VI. BUILDING CONDITIONS: ENCLOSURE, SYSTEMS, AND COMMON AREAS

**Building Codes:** The proposed building must comply with all applicable federal, state, and local code requirements. If a proposal is accepted subject to the landlord meeting certain code requirements, the City will not take occupancy of the space until all code deficiencies have been fully corrected, including the Americans with Disabilities Act and 521 CMR.

**Barrier-Free Access:** The proposed building must be free of barriers preventing access to the proposed space by persons with disabilities, or proposer must indicate in the proposal how such barriers would be removed (i.e., by installing elevators, ramps, lifts, etc.) in accordance with 521 CMR of the Massachusetts Architectural Access Board. Buildings with passenger or freight elevators must have automatic self-service controls and cab sizes that comply with 521 CMR.

### Systems and Enclosures

**HVAC:** HVAC systems must be fully automatic and capable of maintaining minimum winter temperatures of 68 degrees Fahrenheit and maximum summer temperatures of 80 degrees Fahrenheit throughout the leased premises. Temperature control of the leased space must be made available to the City. All areas must be ventilated in conformance with existing codes.

**Electrical Service:** Electrical service must be of sufficient capacity to provide an electrical system that is complete, tested, and ready for operation for both power and lighting distribution. All conduit, wiring, and electrical equipment and fixtures to be installed and grounded in accordance with the latest rules and regulations of the National and Massachusetts Electrical and Building Codes, the requirements of the utility company, and the local electrical inspection department.

**Telephone and Data Wiring:** The landlord is to provide access to the building prior to occupancy to allow for the operation of the telephone system, as well as a fax machine. Securing the installation of these lines will be the responsibility of the City. The landlord is to provide access to the building prior to occupancy to allow for the installation of all necessary lines and equipment.

### Building Common Areas

**Rest Rooms:** The landlord must provide and install rest rooms and drinking fountains as dictated by code. Rest rooms and drinking fountains must be installed in accordance with 521 CMR.

### Building Conditions: Structure and Layout

**Total Square Footage:** Proposal must offer the amount of space in net usable square feet. The City reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the User Agencies’ space needs. Attach a proposed floor plan for the proposed space showing square footage of the mechanic bay and the office.

**Tenant Improvements:** Proposer must agree to substantially meet the specifications of this RFP or must suggest within the proposal alternatives acceptable to the User Agencies. All improvements shall be provided by the proposer and shall be in accordance with all specifications defined in this RFP Prior to the completion of the final design phase, the landlord shall submit cuts, samples and color swatches necessary to show the manufacturer’s standard product line for any new finishes to the City for review and approval prior to renovations.

**Floor Loading:** Floor loading must meet minimum capacities required by code, and the landlord must certify that the building can meet any special floor-loading requirement.

**Signage:** Proposer must provide signage that includes room numbers and room names (i.e. Conference Room, Restrooms, etc.). Proposer must provide and install directories at the main entrance(s) and each floor of multi-story buildings to allow visitors to easily find their way to the leased premises.

### **Landlord Services**

The services described in this section are those that the landlord will be expected to provide under the terms of a City lease.

**Utilities:** Utilities or Taxes shall not be included in lease payments.

**Maintenance and Snow Removal:** The premises must be maintained in good repair and tenantable condition. The grounds are to be kept clean and free of litter and must receive proper landscaping care. Snow and ice to be removed from all entrances, exits, sidewalks, and parking areas before normal working hours and thereafter as necessary, salt and sand to be used as necessary to ensure safety.

The landlord is to provide continuous routine maintenance and repair services needed to maintain the property in good condition. This includes, but is not limited to the repair or replacement of broken glass, roof and ceiling leaks floors, walls, ceiling, plumbing, locks, fire protection equipment, lighting fixtures and lamps, heating, ventilating, and air conditioning systems, security systems, and elevators. HVAC equipment to be serviced, filters replaced and diffusers cleaned in accordance with manufacturer's recommendations, or more often if local conditions dictate. Electrical service must be maintained and/or upgraded when circumstances dictate. During lease term the landlord is responsible for replacing with equal goods worn or damaged ceiling tiles, carpet when the backing becomes visible or damaged, and to repair and repaint wall surfaces.

**Building Security Access:** The landlord shall allow authorized City employees to have access to the premises during the off hours. This may be accomplished by using security guards or by means of a master key, electronic card, or similar restrictive entry system.

## **VII. MINIMUM BUILDING & GROUNDS REQUIREMENTS**

**Location: Building must be no more than 1 mile from "Gloucester Crossing" area.** In the event of a tie in the cost of the annual lease payments, the building located closest to 149 Park Street in Beverly, MA as measured by "Google Maps" shall prevail.

**Access:** Mechanic bay opening must be of sufficient size to allow one 72-passenger Beverly School Department bus or one Beverly Fire Department fire pumper truck or quint truck to safely enter and exit the mechanic bay opening. Mechanic bay interior space must be of sufficient size to allow the servicing of two 72-passenger busses and one Beverly Fire Dept Fire Pump or Quint Truck simultaneously. Mechanic bay interior space must be open and have a continuous flowing area with no interior support columns. Mechanic bay must have a minimum fourteen-foot high ceiling height.

**Parking:** A minimum of 6 exterior parking spaces for staff and visitors must be included.

**Neighborhood Characteristics:** School bus repair must be compatible with the characteristics of the surrounding neighborhood.

**Building Conditions:** Building must be in good overall condition. Building must not flood during times of rain. Buildings with any environmental issues within the building or the grounds, which full legal remediation has not been completed, shall not be considered.

**Building Enclosure and Systems:** Building envelope must be in good condition, including the roof, foundation, walls, and exterior windows and doors. Mechanic Bay area must have a concrete floor; office space floor must have a concrete, tile, wood or carpeted floor. The current HVAC and electrical systems must be able to reliably handle the City's requirements. HVAC system must have the ability to quickly recover after garage bay (s) door(s) are opened.

**Building Common Areas:** Public areas, including the building entrance, lobby, vestibules, stairs, corridors, ramps, elevators and restrooms, should present a professional image. Cramped, unattractive lobbies;, dimly lit mechanic bay , office, narrow corridors; or inadequate or poorly located rest rooms may be cited by the City for renovation as a condition of tenancy or may be a reason for the disqualification of a proposal.

**Security Lighting:** Security lighting must be provided at a minimum level of 10 foot-candles for all corridors and areas used by City Staff.

**Timely Completion of Work:** Landlord must have the ability to have the proposed premises ready for occupancy by the City no later than February 1, 2014.

**Technical and Financial:** Landlord must have the technical and financial capacity design and build out the space if necessary to meet the City's needs within the proposed price and in accordance with RFP specifications.

**Building Management:** Landlord must have the ability to provide building management services in a professional and timely manner.

**Cost:** For the purposes of evaluating price proposals equally, the net present value cost of each proposal will be determined by applying a 4.5% discount rate per year. The City will award the lease to the lowest priced responsive and responsible proposal.

**APPENDIX A**

**PROPOSAL CERTIFICATION**

PROPOSAL CERTIFICATION:

**Complete this page by signing in the space below and return with your proposal submission**

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below. **Failure to offer such signature will result in rejection of the proposal.**

1. *"The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or their organization, entity, or group or individuals" and,*
2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This proposal is submitted by:

\_\_\_\_\_  
(Complete name of firm to be given here)

Signature: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Employer I.D. #: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **APPENDIX B**

### **PROPOSAL SUMMARY**

The undersigned has read the Request for Proposal and has carefully examined all specifications therein. The undersigned certifies that prior to occupancy by the City, the proposed property shall comply with all RFP specifications unless stated otherwise in this Proposal; that he/she is an eligible proposer as defined in the RFP, and there are no known obstacles to prevent the owner from executing a lease, of which could invalidate such agreement. The undersigned acknowledges that the City may reject all proposals, or waive portions of the RFP for all proposals, if it deems it in the City of Beverly's best interest. The undersigned proposes to lease the property to the City of Beverly.

**Proposal Summary**

<b>Name of Proposed Building:</b>	
<b>Address of Proposed Building:</b>	
<b>Proposed Net Usable Area (SF):</b>	
<b>Mechanic Bay Area (SF):</b>	
<b>Office Space Area (SF):</b>	

<b>Proposer:</b>	
<b>Name:</b>	
<b>Contact Person:</b>	
<b>Company Name:</b>	
<b>Proposer's Address:</b>	
<b>Telephone:</b>	

<b>Owner:</b>	
<b>Name of Building Owner:</b>	
<b>Owners Address:</b>	
<b>Telephone:</b>	

**Proposal Summary (continued)**

**Tenant Improvements**

List any tenant improvements below. Attach a separate page if necessary with any details for the improvements.

1.
2.
3.
4.
5.
6.

**APPENDIX C**

**PROPOSAL PRICING SHEET**



**APPENDIX D**

**CURRENT / SAMPLE LEASE AGREEMENT**

## LEASE

### 1. PARTIES

51 Park Street LLC (the "Lessor"), does hereby lease to the City of Beverly (the "Lessee"), and the Lessee hereby leases the following described premises.

### 2. PREMISES

5,433 square feet, more or less, consisting of 4,815 square feet, more or less, of mechanic bay space and 628 square feet, more or less, of office space, all as shown on Exhibit A attached hereto (the "Leased Premises") on the first floor of the building (the "Building") known as and numbered 51 Park Street, Beverly, Massachusetts (the "Property"), together with and subject to the right to use, in common with others entitled thereto, the hallways and stairways necessary for access to the Leased Premises. As appurtenant to the Leased Premises, the Lessee shall have the right in common with others to use the area in front of the Building for parking of its vehicles (excluding school buses and other over-sized vehicles); provided, however, that Lessee shall not park (or suffer or permit any of its employees, agents, contractors or invitees to park) (i) any school buses or other over-sized vehicles on the Property (except (a) within the mechanic bay space of the Leased Premises or (b) parallel and adjacent to the Building along to the exterior walls of the Leased Premises), or (ii) more than six (6) vehicles on the lot on which the Building is located at any time.

### 3. TERM; EXTENSION OPTIONS

The "term" of this Lease is the "Initial Term" (plus all "Extension Terms" if exercised in accordance with the terms and conditions hereof). The "Initial Term" shall commence on November 15, 2010 and shall end on January 31, 2012. The Initial Term may be extended for two (2) separate "Extension Terms," of which the first Extension Term shall be for a period of one (1) year immediately following the expiration of the Initial Term (i.e. February 1, 2012 through January 31, 2013), and the second Extension Term shall be for a period of one (1) year immediately following the expiration of the first Extension Term (i.e. February 1, 2013 through January 31, 2014), provided that:

- (i) at least six (6) but no more than nine (9) months prior to the end of the then current Term, Lessee shall deliver to Lessor a notice that it desires to exercise its right to extend the term of this Lease for the next Extension Term (an "Extension Notice");
- (ii) there is no default hereunder on the part of Lessee on the date that Lessor receives the Extension Notice (the "Exercise Date") or on the last day of the then current Term; and
- (iii) the "Basic Rent" for the Extension Term shall be determined pursuant to Section 4.4(b) below.

4. BASIC RENT

- (a) Commencing on February 1, 2011, the Lessee shall pay to the Lessor during the Term of this Lease, without demand and without set-off or deduction, in advance in equal monthly installments on the first day of each month of the term, rent ("Basic Rent") at the rate of Two Thousand Nine Hundred Forty-Eight and 00/100 Dollars (\$2,948.00) per month (\$35,376.00 per annum), prorated for any partial month at the beginning or end of the term. For the avoidance of doubt, the parties hereby agree that Lessee shall not be obligated to make payments of Basic Rent for the period commencing on November 15, 2010 and ending January 31, 2011.
- (b) The Basic Rent for each Extension Term shall be at the rate of Two Thousand Nine Hundred Forty-Eight and 00/100 Dollars (\$2,948.00) per month (\$35,376.00 per annum), prorated for any partial month at the beginning or end of each Extension Term.

5. SECURITY DEPOSIT

None.

6. RENT ADJUSTMENT

A. REAL ESTATE TAXES

From and after February 1, 2011, the Lessee shall pay to the Lessor as additional rent hereunder, when and as designated by notice in writing by the Lessor, Forty-Nine and 6/10 percent (49.6%) ("Lessee's Proportionate Share") of the real estate taxes on the Building and land of which the Leased Premises are a part in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year. If the Lessor obtains an abatement of any excess real estate taxes paid, a proportionate share of such abatement, less the reasonable fees and costs incurred in obtaining the same, if any, shall be refunded to the Lessee. For the avoidance of doubt, the parties hereby agree that Lessee shall not be obligated to make payments for real estate taxes for the period commencing on November 15, 2010 and ending January 31, 2011.

B. OPERATING COSTS

Commencing on November 15, 2010, Lessee shall be responsible, at Lessee's sole cost and expense, for providing snow and ice removal services for the Building and Property as specified in Section 11A below. From and after February 1, 2011, Lessee shall pay to the Lessor, as additional rent hereunder, when and as designated by notice in writing by the Lessor, Lessee's Proportionate Share of the insurance premiums for the insurance maintained by Lessor with respect to the Building and the Property. For the avoidance of doubt, the parties hereby agree that Lessee shall not be obligated to make payments for Lessor's insurance for the period commencing on November 15, 2010 and ending January 31, 2011.

7. UTILITIES

Commencing on November 15, 2010, the Lessee shall pay, as additional rent and as they become due, all bills for electricity and other utilities that are furnished to the Leased Premises (directly if separately metered, and Lessee's Proportionate Share if billed to Lessor and not separately metered), and all bills for fuel in the event that there is a separate tank servicing the Leased Premises. The Lessor agrees to provide utility service to the Leased Premises, the hallways, stairways, and lavatories, to light passageways and stairways, and to furnish such cleaning service to the common areas as is customary in similar premises in similar buildings in the city or town in which the Building is located, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Building, or to any cause beyond the Lessor's control.

The Lessor shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Leased Premises as of the commencement date of this Lease. In the event the Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be at Lessee's sole cost and expense; provided that such installation shall be subject to the prior written consent of the Lessor, which consent may be granted or withheld in the Lessor's sole discretion.

8. USE OF LEASED PREMISES

The Lessee shall use the Leased Premises only for the operation of a mechanics bay in order to service the Lessee's school buses and other Lessee-owned vehicles, ancillary general office use and for no other purpose whatsoever.

Such use shall be in compliance with zoning and all other laws, codes, ordinances and regulations, including, without limitation, the Americans with Disabilities Act. The Lessee shall be solely responsible for obtaining any permits required for operation of its business in the Leased Premises.

9. COMPLIANCE WITH LAWS

The Lessee acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law, order, code or regulation or any municipal by-law or ordinance in force in the city or town in which the Leased Premises are situated. The Lessee shall use the Leased Premises in strict compliance with all laws, orders, codes-regulations and ordinances relating to environmental matters and/or hazardous waste, hazardous materials or asbestos and shall defend, indemnify and hold the Lessor harmless from and against any and all loss, cost, damage, claim or expense incurred by the Lessor as a result of the Lessee's failure to comply

with the provisions of this sentence.

**10. PROPERTY INSURANCE** The Lessee shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased Premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Lessee shall on demand reimburse the Lessor, and all other tenants, for all extra insurance premiums caused by the Lessee's use of the Leased Premises. The Lessee's fixtures, equipment and personal property in the Leased Premises shall be at the sole risk and hazard of the Lessee.

**11. MAINTENANCE**

**A. LESSEE'S  
OBLIGATIONS**

The Lessee agrees to maintain the Leased Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary to replace plate glass and other glass therein, the Lessee hereby acknowledging that the Leased Premises are now in good order and the glass whole. The Lessee shall not permit the Leased Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. The Lessee shall obtain written consent of the Lessor before erecting any sign on the Leased Premises, which consent may be withheld or delayed in the Lessor's sole discretion.

Without limiting the foregoing, Lessee shall maintain the parking lot area outside the Premises in neat and broom clean condition, such area to be used only for the parking of motor vehicles. Additionally, on any day of any accumulation of snow or ice in the parking lot (regardless of amount), and as necessary thereafter, Lessee shall, at its sole cost and expense, plow the parking lot of the entire Property (not merely the portion thereof used by Lessee) to the bare surface from all accessible surfaces and sidewalks, and apply ice melting substances to all areas of the parking lot that may be subject to slippery conditions. Lessee may plow snow to areas designated by Lessor from time to time in its sole discretion. If Lessee fails to maintain the parking lot area as set forth in this Section 11, Lessor may, at the expense of Lessee, perform any cleanup or repairs necessary and such expense shall be collectible as additional rent and shall be paid by Lessee within thirty (30) days after rendition of a bill therefor.

In performing its snow and ice removal obligations hereunder, Lessee shall ensure that the plowed snow does not interfere with the access and/or parking lots or mail delivery areas of other lessees and neighbors in and around the Building and Property, Lessee shall be solely responsible, and shall indemnify Lessor in accordance with Section 16 of the Lease, for any damage caused by its plowing and

other maintenance obligations hereunder. In the event the plowed snow creates an unsafe condition in the parking lot or in Park Street, Lessee shall immediately cause such snow to be removed to a safe location.

**B. LESSOR'S  
OBLIGATIONS**

The Lessor agrees to maintain the structure of the Building of which the Leased Premises are a part (including the roof) in the same condition as it is at the commencement of the term or as it may be put in during the term of this Lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Lessee or those from whose conduct the Lessee is legally responsible, in which case the Lessee shall be responsible for such maintenance.

**12. ALTERATIONS -  
ADDITIONS**

The Lessee shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided that Lessee obtains Lessor's prior written consent thereto, which consent may be granted or withheld in the Lessor's sole discretion. All such allowed alterations shall be at the Lessee's expense and shall be of a quality at least equal to the present construction. The Lessee shall not permit any mechanics' liens or similar liens to remain upon the Leased Premises for labor and material furnished to the Lessee or claimed to have been furnished to the Lessee in connection with work of any character performed or claimed to have been performed at the direction of the Lessee and shall cause any such lien to be released of record forthwith without cost to the Lessor. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein; provided, that Lessor may in its discretion require that Lessee remove any alterations at the expiration or earlier termination of this Lease and repair any damage caused by such removal.

**13. ASSIGNMENT -  
SUBLEASING**

The Lessee shall not assign or sublet the whole or any part of the Leased Premises without the prior written consent of the Lessor, which consent may be granted or withheld in the Lessor's sole discretion. Changes in corporate ownership of the Lessee, whether direct or indirect, shall be considered assignments hereunder, consent for which is required. Notwithstanding the granting of any consent, the Lessee shall remain primarily liable to the Lessor for the payment of all rents and for the full performance of the covenants and conditions of this Lease. Notwithstanding any of the foregoing, the Lessor shall have the right, upon request by Lessee for consent to an assignment or sublease, to terminate this Lease as to the space proposed to be assigned or subleased, and upon exercise of such right, the Lessee's obligations hereunder with respect to the affected space shall cease. All legal and other costs of the Lessor incurred in connection with the Lessee's requests for assignments or subleases

hereunder shall be reimbursed by the Lessee promptly upon demand of the Lessor.

#### 14. SUBORDINATION

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust, and any other instruments in the nature of a mortgage, now or at any time hereafter a lien or liens on the property of which the Leased Premises are a part, and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust, or other such instruments in the nature of a mortgage.

#### 15. LESSOR'S ACCESS

The Lessor or agents of the Lessor may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved by the Lessor, and make repairs and alterations as the Lessor should elect to do, and may show the Leased Premises to others, and at any time within twelve (12) months before the expiration of the term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or property of which the Leased Premises are a part and keep the same so affixed without hindrance or molestation.

#### 16. INDEMNIFICATION AND LIABILITY

The Lessee shall defend, with counsel approved by the Lessor, all actions against the Lessor, any partner, trustee, stockholder, officer, director, employee or beneficiary of the Lessor, holders of mortgages on the Leased Premises and any other party having an interest in the Leased Premises (collectively, the "Indemnified Parties") with respect to, and shall pay, protect, indemnify and save harmless, to the extent permitted by law, all Indemnified Parties from and against, any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature (a) to which any Indemnified Party is subject because of its estate or interest in the Leased Premises or (b) arising from (i) injury to or death of any person, or damage to or loss of property, on or about the Leased Premises or on adjoining sidewalks, streets or ways, or connected with the use, condition or occupancy of any thereof, (ii) violation by the Lessee of this Lease, or (iii) any act, fault, omission or misconduct of the Lessee or its agents, contractors, licensees, sublessees or invitees.

#### 17. LESSEE'S INSURANCE

Lessee shall purchase and maintain with respect to the Leased Premises and the property of which the Leased Premises are a part:

- (a) commercial general liability insurance including contractual liability applicable to this Lease on an "occurrence" form, with a limit of at least One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and property damage for each occurrence and at least a Two Million Dollar (\$2,000,000.00)

general aggregate. This policy must include the Lessor as an Additional Insured, and protect and defend the Lessor and its mortgagees, as well as the Lessee, against claims for injury to persons or damage to property including loss of use thereof, and shall be primary to any other insurance available to Lessor or its affiliates, and shall not be deemed to limit Lessee's liability under this Lease. The foregoing limits shall be subject to reasonable increases at the request of the Lessor during the original term or any extended term hereof; and

- (b) so-called "all risk" property insurance, including a replacement cost endorsement, covering all of the Lessee's personal property, contents, improvements and betterments in the Leased Premises, with a limit at least equal to the full replacement cost of such personal property, contents, improvements and betterments, which policy shall include provisions which deny to the insurer acquisition by subrogation of rights of recovery against the Lessor, and in addition, Lessee hereby releases all rights against Lessor for recovery in excess of the amount insured.

All insurance policies required to be obtained by the Lessee hereunder shall be provided by responsible companies qualified to do business in Massachusetts and acceptable to Lessor. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days' prior written notice to Lessor.

#### 18. FIRE, CASUALTY – EMINENT DOMAIN

Should a substantial portion of the Leased Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this Lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made until the Leased Premises have been restored, and the Lessee may elect to terminate this Lease if:

- (a) The Lessor fails to give written notice to Lessee of Lessor's intention to restore the Leased Premises within thirty (30) days after Lessor's receipt of written notice from Lessee requesting confirmation of such intention; or
- (b) The Lessor fails to restore the Leased Premises to a condition substantially suitable for their intended use within one hundred eighty (180) days of said fire, casualty or taking.

The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property, or equipment.

## 19. DEFAULT AND BANKRUPTCY

In the event that:

- (a) The Lessee shall default in the payment of any installment of Basic Rent, additional rent or other sum herein specified and such default shall continue for five (5) days after written notice thereof; or
- (b) The Lessee shall default in the observance or performance of any other of the Lessee's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The Lessee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of the Lessee's property for the benefit of creditors,

then the Lessor shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of the Lease ended, and remove the Lessee's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments which the Lessor may incur by reason of such termination during the residue of the term. If the Lessee shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on the Lessee's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the Lessor, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with costs and interest at the lesser of (i) the rate of eighteen per cent (18%) per annum or (ii) the highest rate allowed by law (the "Default Rate"), shall be paid to the Lessor by the Lessee as additional rent.

In addition to the foregoing remedies, the Lessee agrees that it shall pay forthwith to the Lessor upon demand, as compensation for the Lessor's damage, the excess of the total rent reserved hereunder for the residue of the term of this Lease over the fair rental value of the

Leased Premises for said residue, or, at the election of the Lessor, and as liquidated damages, an amount equal to the Basic Rent for the last full year of the term of this Lease.

If a rent check is returned for insufficient funds or otherwise dishonored, the Lessee shall pay to the Lessor, as additional rent, the amount of \$100 for each such check returned or dishonored. If any rent payable hereunder is not timely paid, the Lessee shall pay to the Lessor interest at the Default Rate, pro rata for each day such rent payment is late.

## 20. NOTICE

Any notice from the Lessor to the Lessee relating to the Leased Premises or to the occupancy thereof shall be deemed duly served if left at the Leased Premises addressed to the Lessee or if mailed to the Leased Premises by registered or certified mail, return receipt requested, postage prepaid, or if sent to the Leased Premises by overnight courier service, addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the Leased Premises or to the occupancy thereof shall be deemed duly served if mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid, or by overnight courier service, addressed to the Lessor at such address as the Lessor may from time to time advise in writing. All notices and rent shall be paid and sent to the Lessor c/o James C. Zampell, 15 William Fairfield Drive, Wenham, MA 01984.

## 21. SURRENDER

The Lessee shall, at the expiration or other termination of this Lease remove all of the Lessee's alterations (to the extent such removal is requested by Lessor), goods, equipment and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Leased Premises, as well as all vehicle lifts and compressors) and restore any damage to the Building or Property caused by such removal. The Lessee shall deliver to the Lessor the Leased Premises and all keys to locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of the Lessee's property from the Leased Premises, the Lessor is hereby authorized, without liability to the Lessee for loss or damage thereto, and at the sole risk of the Lessee, to remove and store any of the property (and repair any damage to the Building or Property caused by such removal), at the Lessee's expense, or to retain the same under the Lessor's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder or to destroy such property.

22. BROKERAGE

The Lessee represents and warrants that it has not dealt with any broker in connection with this transaction and agrees to defend, with counsel approved by the Lessor, indemnify and save the Lessor harmless from and against any and all cost, expense or liability for any compensation, commissions or charges claimed by any broker or agent with respect to the Lessee's dealings in connection with this Lease.

23. TRASH DISPOSAL

Lessee shall provide its own dumpster for trash disposal, at its sole cost and expense.

24. LESSOR  
IMPROVEMENTS

The Lessee agrees that the Lessor is not required to make any improvements to the Leased Premises and that the Leased Premises are leased "as-is," "where-is," with all faults and without express or implied warranty or representation.

25. PEST CONTROL

The Lessee covenants to obtain pest control services reasonably satisfactory to the Lessor and to keep such pest control services in force, at the Lessee's sole cost and expense, at all times during the term of this Lease.

26. HOLDOVER

Should the Lessee holdover in occupancy of the Leased Premises after expiration or sooner termination of this Lease, it shall be considered to be a tenant at sufferance and shall pay Basic Rent at a rate equal to three (3) times the Basic Rent last in effect and shall otherwise be liable for all other charges hereunder.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 23 day of November 2010.

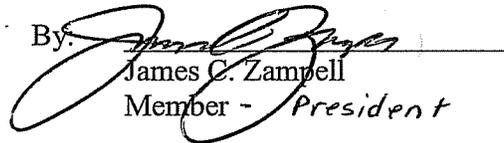
LESSEE:

CITY OF BEVERLY

By:   
Name: WILLIAM B SCAWLON, JR  
Title: MAYOR

LESSOR:

51 PARK STREET LLC

By:   
James C. Zampell  
Member - President

**APPENDIX E**

**DISCLOSURE STATEMENT  
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

**DISCLOSURE STATEMENT  
ACQUISITION OR DISPOSITION OF REAL PROPERTY**

For acquisition or disposition of Real Property by \_\_\_\_\_ the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

(1) REAL PROPERTY DESCRIPTION:

(2) TYPE OF TRANSACTION:

(3) SELLER or LESSOR:

(4) BUYER or LESSEE.

(5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

RESIDENCE

(6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.

(7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX G**

### **INSURANCE REQUIREMENTS**



**CITY OF BEVERLY**  
**DEPARTMENT OF**  
**PROCUREMENT & CONTRACT ADMINISTRATION**  
*191 Cabot Street*  
*Beverly, Massachusetts 01915*

**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS**

- A. The General Contractor shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.
- B. Contractor shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: Contractor shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.
- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (60) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which

will be added to the policies provided.

- F. Deductibles: In the event of paid claims, Contractor shall bear costs of any amounts deductible.
- G. The Owner shall be named as additional insured under all policies.
- H. Before any blasting is done, Contractor shall present evidence that blasting damage is included in his insurance coverage.

## COVERAGE AND LIMITS

### A. Workers' Compensation Insurance:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$500,000/\$500,000/\$500,000

### B. Contractor's Liability Insurance

The Contractor shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

### C. Business Automobile Liability:

The Contractor shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the Contractor, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$5,000,000 per occurrence Bodily Injury and Property Damage  
\$5,000,000 per occurrence Personal Injury and Advertising Injury  
\$5,000,000 General Aggregate  
\$5,000,000 Products and Completed Operations Aggregate

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Contractor shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Contractor and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and its employees therein.