

## Appendix 1: Cover Sheet Form

<b>SOLICITATION, OFFER AND AWARD</b>		3. DATE ISSUED	
1. PROJECT NAME	2. TYPE OF SOLICITATION		
<b>Holborn Street Package NHI</b>	<input type="checkbox"/> Invitation for Bids <input checked="" type="checkbox"/> Negotiated (RFP)	<b>March 9, 2020</b>	
4. ISSUED BY: City of Boston, Department of Neighborhood Development 26 Court Street, 11 <sup>th</sup> Floor Boston, MA 02108		5. ADDRESS OFFER TO: (If other than item 4)	
<b>SOLICITATION</b>			
6. SEALED OFFERS (original and 3 copies) will be received at the place specified in item 4 until <b>4:00 p.m. (EST) April 14, 2020</b> . <b>CAUTION:</b> Late submissions, Modifications, and Withdrawals: See Section 10. All offers are subject to all terms and conditions contained in this solicitation.			
7. For Information Contact:	7a. Name <b>Anne Conway</b>	7b. Telephone <b>(617)- 635-0182</b>	7c. Fax <b>(617) 635-0383</b>
			7d. E-mail <b>Anne.conway@boston.gov</b>
<b>OFFER</b>			
8. In accordance with the terms of this RFP, the undersigned agrees, if this offer is accepted, to furnish any and all supporting documentation upon request by DND.			
OFFER PRICE:	\$ _____	This is \$100 per parcel for the affordable homes plus the land price calculated for the Market-Rate homes in Appendix 2	
<b>9. SUBMISSION CHECKLIST</b>			
<input type="checkbox"/>	Cover Sheet Form (Appendix 1)	<input type="checkbox"/>	
<input type="checkbox"/>	Financials: Affordable Homes (Appendix 2)	<input checked="" type="checkbox"/> Y/N	Developer's Qualifications Statement included
<input type="checkbox"/>	Key Construction Elements (Appendix 3)	<input checked="" type="checkbox"/> Y/N	Developers Qualification Statement included with a different NHI Package: _____
<input type="checkbox"/>	Development Timetable (Appendix 4)		
<input type="checkbox"/>	My signature below signifies that I have read the Terms & Conditions as specified in Appendix 6 and that I will abide by those requirements should I be selected as developer under this Request for Proposals		
10. ADDRESS OF OFFEROR _____ _____ _____		11. Name and Title of Authorized Signatory (Print) <b>Tom Pagos</b>	
		12. Signature 	
13. Phone Number _____		14. Offer Date _____	

**APPENDIX 2: DEVELOPMENT FINANCIALS FOR AFFORDABLE HOMES**

Instructions: Complete all shaded boxes, all other boxes will self-calculate. Refer to Tab 1 For Market-Rate Financials

<b>I. DEVELOPMENT BUDGET</b>					
PROPERTY ADDRESS	15-15A Holborn	15-15A Holborn	17 Holborn	14-14A Holborn	ALL
HOUSE MODEL	Single Family Type A2	Two Family Type B	Single Family Type A3	Two Family Type B	This Page
GROSS SQUARE FOOTAGE	1,865	2,994	1,684	2,994	9,537
NET SQUARE FOOTAGE	1,432	1,924	1,225	1,924	6,505
1 <b>LAND ACQUISITION</b>	\$100	\$100	\$100	\$100	\$400
<b>CONSTRUCTION</b>					
2 Direct Construction Costs	\$431,044	\$693,622	\$389,128	\$693,622	\$2,207,416
3 Hard Cost Contingency	\$21,552	\$34,681	\$19,456	\$34,681	\$110,371
4 Allocation for potential soil remediation					\$0
5 Other Contingency					\$0
6 <b>Subtotal: Construction Expense</b>	\$452,596	\$728,303	\$408,584	\$728,303	\$2,317,787
<b>GENERAL DEVELOPMENT COSTS</b>					
7 Survey/Siting & Permits	\$9,052	\$14,566	\$8,172	\$14,566	\$46,356
8 Architect	\$18,104	\$29,132	\$16,343	\$29,132	\$92,711
9 Legal	\$9,052	\$14,566	\$8,172	\$14,566	\$46,356
10 Title & Recording	\$2,263	\$3,642	\$2,043	\$3,642	\$11,589
11 Appraisal	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000
12 Real Estate Taxes	\$1,000	\$1,000	\$1,000	\$1,000	\$4,000
13 Insurance	\$6,789	\$10,925	\$6,129	\$10,925	\$34,767
14 Construction Loan Interest	\$10,427	\$16,712	\$9,424	\$16,712	\$53,274
15 Construction Inspection Fees	\$1,500	\$1,500	\$1,500	\$1,500	\$6,000
16 Utilities & Back Charges					\$0
17 Fees to Construction Lender	\$4,526	\$7,283	\$4,086	\$7,283	\$23,178
18 Other:					\$0
19 Other:					\$0
20 Other:					\$0
21 Other:					\$0
22 Soft Cost Contingency	\$3,432	\$5,359	\$3,125	\$5,359	\$17,275
23 <b>Subtotal: General Development</b>	\$68,645	\$107,184	\$62,492	\$107,184	\$345,506
24 <b>DEVELOPER FEE &amp; OVERHEAD</b>	\$56,575	\$91,038	\$51,073	\$91,038	\$198,685
25 <b>TOTAL COST TO BUILD AS SPECIFIED</b>	\$577,915	\$926,625	\$522,250	\$926,625	\$2,953,416
<b>RECOMMENDED COST SAVING REVISIONS TO SPECIFICATIONS<sup>1</sup></b>					
Describe	Savings	Savings	Savings	Savings	Savings
26					\$0
27					\$0
28					\$0
29					\$0

<sup>1</sup> DND may select some or all of these cost-saving measures to enhance financial feasibility. You are encouraged to more fully explain the advantages of your proposed changes on a separate sheet, clearly marked "Cost-Saving Recommendations"

<b>II. CONSTRUCTION FINANCING PLAN</b>					
PROPERTY ADDRESS					ALL
HOUSE MODEL					This Page
30 <b>TOTAL COST TO BUILD (Line 25)</b>	\$577,915	\$926,625	\$522,250	\$926,625	\$2,953,416
31 Construction Loan <sup>1</sup>	\$521,341	\$835,587	\$471,177	\$835,587	\$2,663,692
32 Equity: Deferred Developer Fees/OH	\$56,575	\$91,038	\$51,073	\$91,038	\$289,723
33 Other Equity:					\$0
34 Other Equity:					\$0
35 <b>TOTAL CONSTRUCTION FINANCING</b>	\$577,915	\$926,625	\$522,250	\$926,625	\$2,953,416

<sup>1</sup> Part of this construction financing will come from advances of DND subsidy funds during the construction period. Amount of DND funding not yet determined.

**APPENDIX 2: DEVELOPMENT FINANCIALS FOR AFFORDABLE HOMES**

*Instructions: No data needed - all boxes will self-calculate*

<b>I. COMBINED DEVELOPMENT BUDGET</b>		ALL
		AFFORDABLE
	<b>GROSS SQUARE FOOTAGE</b>	9,537
	<b>NET SQUARE FOOTAGE</b>	6,505
1	<b>LAND ACQUISITION</b>	\$400
	<b>CONSTRUCTION</b>	
2	Direct Construction Costs	\$2,207,416
3	Hard Cost Contingency	\$110,371
4	Allocation for potential soil remediation	\$0
5	Other Contingency	\$0
6	<b>Subtotal: Construction Expense</b>	<b>\$2,317,787</b>
	<b>GENERAL DEVELOPMENT COSTS</b>	
7	Survey/Siting & Permits	\$46,356
8	Architect	\$92,711
9	Legal	\$46,356
10	Title & Recording	\$11,589
11	Appraisal	\$10,000
12	Real Estate Taxes	\$4,000
13	Insurance	\$34,767
14	Construction Loan Interest	\$53,274
15	Construction Inspection Fees	\$6,000
16	Utilities & Back Charges	\$0
17	Fees to Construction Lender	\$23,178
18	Other:	\$0
19	Other:	\$0
20	Other:	\$0
21	Other:	\$0
22	Soft Cost Contingency	\$17,275
23	<b>Subtotal: General Development</b>	<b>\$345,506</b>
24	<b>DEVELOPER FEE &amp; OVERHEAD</b>	\$198,685
25	<b>TOTAL COST TO BUILD AS SPECIFIED</b>	<b>\$2,953,416</b>
	<b>RECOMMENDED COST SAVING REVISIONS TO SPECIFICATIONS<sup>1</sup></b>	
	Describe	<b>Savings</b>
26		\$0
27		\$0
28		\$0
29		\$0

<sup>1</sup> DND may select some or all of these cost-saving measures to enhance financial feasibility. You are encouraged to more fully explain the advantages of your proposed changes on a separate sheet, clearly marked "Cost-Saving Recommendations"

<b>II. CONSTRUCTION FINANCING PLAN</b>		ALL
		AFFORDABLE
30	<b>TOTAL COST TO BUILD (Line 25)</b>	\$2,953,416
31	Construction Loan <sup>1</sup>	\$2,663,692
32	Equity: Deferred Developer Fees/OH	\$289,723
33	Other Equity:	\$0
34	Other Equity:	\$0
35	<b>TOTAL CONSTRUCTION FINANCING</b>	<b>\$2,953,416</b>

<sup>1</sup> Part of this construction financing will come from advances of DND subsidy funds during the construction period. Amount of DND funding not yet determined.

**APPENDIX 3: Hard Costs- Affordable Homes**

PROPERTY		15-15A Holborn	15-15A Holborn	17 Holborn	TOTAL
HOUSE MODEL		Single Family Type A2	Two Family Type B	Single Family Type A3	All Affordable
<b>GROSS SQUARE FOOTAGE</b>		1865	2994	1684	6,543
<b>NET SQUARE FOOTAGE</b>		1432	1924	1225	4,581
<b>DIVISION 2: SITEWORK</b>					
1	Earthwork-Excavation & Backfill	\$21,876	\$35,120	\$19,753	\$76,749
2	Utilities-Water,Gas, Electric, Phone, Cable	\$25,327	\$40,659	\$22,869	\$88,854
3	Paving	\$8,393	\$13,473	\$7,578	\$29,444
4	Road and Walks	inc/above	inc/above	inc/above	#VALUE!
5	Site Improvements	\$4,663	\$7,485	\$4,210	\$16,358
6	Geotechnical Conditions	\$10,258	\$16,467	\$9,262	\$35,987
7	Landscaping	\$3,450	\$5,539	\$3,115	\$12,105
8	Environmental Remediation	\$6,061	\$9,731	\$5,473	\$21,265
9	Demolition	\$3,500	\$4,250	\$3,360	\$11,110
10	Other On-Site Improvements	\$2,500	\$4,000	\$1,750	\$8,250
11	<b>Subtotal: Sitework</b>	\$86,027	\$136,723	\$77,370	\$300,120
<b>DIVISION 3: CONCRETE</b>					
12	<b>Subtotal: Concrete</b>	\$31,742	\$50,988	\$28,662	\$111,392
<b>DIVISION 4: MASONRY</b>					
13	<b>Subtotal Masonry</b>	\$6,695	\$10,752	\$6,049	\$23,497
<b>DIVISION 5: METALS</b>					
14	<b>Subtotal: Metals</b>	\$2,798	\$5,481	\$2,779	\$11,057
<b>DIVISION 6: CARPENTRY</b>					
15	Rough Carpentry	\$80,009	\$128,486	\$72,244	\$280,738
16	Finish Carpentry & Millwork	\$11,750	\$18,869	\$10,616	\$41,234
17	Cabinets	\$8,635	\$13,867	\$7,802	\$30,303
18	<b>Subtotal: Carpentry</b>	\$100,393	\$161,221	\$90,661	\$352,274
<b>DIVISION 7: THERMAL &amp; MOISTURE PROTECTION</b>					
19	Dampproofing & Waterproofing	\$7,479	\$12,010	\$6,757	\$26,245
20	Building Insulation	\$13,820	\$22,193	\$12,478	\$48,491
21	Roofing	\$2,238	\$3,594	\$2,021	\$7,853
22	Sheet Metal & Flashing	incl above	incl above	incl above	#VALUE!
23	Exterior Siding	\$17,326	\$27,814	\$15,644	\$60,784
24	<b>Subtotal: Thermal &amp; Moisture Protection</b>	\$40,862	\$65,611	\$36,900	\$143,374
<b>Division 8: DOORS &amp; WINDOWS</b>					
25	Doors, Frames & Hardware	\$12,551	\$20,156	\$11,340	\$44,048
26	Windows	\$10,519	\$16,892	\$9,503	\$36,914
27	Glazing	n/a	n/a	n/a	#VALUE!
28	<b>Subtotal: Doors &amp; Windows</b>	\$23,070	\$37,048	\$20,843	\$80,962
<b>DIVISION 9: FINISHES</b>					
29	Gypsum Wall Board & Plaster	\$15,200	\$24,409	\$13,725	\$53,334
30	Tile	\$14,398	\$23,121	\$13,008	\$50,527
31	Wood Flooring	\$18,706	\$30,040	\$16,901	\$65,646
32	Painting	\$9,232	\$14,825	\$8,341	\$32,398
33	<b>Subtotal: Finishes</b>	\$57,535	\$92,396	\$51,974	\$201,905
<b>DIVISION 10: SPECIALTIES</b>					
34	<b>Subtotal: Specialties</b>	\$1,772	\$2,845	\$1,601	\$6,218
<b>DIVISION 11: Equipment</b>					
35	Appliances	\$5,875	\$9,255	\$5,207	\$20,336
36	Special Equipment	n/a	n/a	n/a	#VALUE!
37	<b>Subtotal: Equipment</b>	\$5,875	\$9,255	\$5,207	\$20,336
<b>DIVISION 12: FURNISHING</b>					
38	Window Treatments	\$2,835	\$4,552	\$2,561	\$9,948
39	Other Furnishings	\$1,200	\$2,200	\$1,000	\$4,400
40	<b>Subtotal: Furnishing</b>	\$4,035	\$6,752	\$3,561	\$14,348
<b>DIVISION 13: SPECIAL CONSTRUCTION</b>					
41	<b>Subtotal: Special Construction</b>	\$0	\$0	\$0	\$0
<b>DIVISION 14: CONVEYING SYSTEMS</b>					
42	<b>Subtotal: Conveying Systems</b>	\$0	\$0	\$0	\$0
<b>DIVISION 15: MECHANICAL</b>					
43	HVAC	\$20,310	\$32,605	\$18,339	\$71,253
44	Plumbing & Hot Water	\$21,112	\$33,892	\$19,097	\$74,100
45	Fire Protection	\$11,250	\$17,964	\$10,104	\$39,318
46	<b>Subtotal : Mechanical</b>	\$52,672	\$84,461	\$47,539	\$184,672
<b>DIVISION 16: ELECTRICAL</b>					
47	<b>Subtotal: Electrical</b>	\$17,568	\$30,090	\$15,981	\$63,639
48	<b>TOTAL COST TO BUILD AS SPECIFIED</b>	\$431,044	\$693,622	\$389,128	\$1,513,793

**APPENDIX 3: Hard Costs - Affordable Homes**

*Instructions: Complete all shaded boxes, all other boxes will self-calculate.*

PROPERTY	14-14A Holborn	TOTAL
HOUSE MODEL	Two Family Type B	All Market Rate
<b>GROSS SQUARE FOOTAGE</b>	2994	2,994
<b>NET SQUARE FOOTAGE</b>	1924	1,924
<b>DIVISION 2: SITEWORK</b>		
1 Earthwork-Excavation & Backfill	\$35,120	\$35,120
2 Utilities-Water,Gas, Electric, Phone, Cable	\$40,659	\$40,659
3 Paving	\$13,473	\$13,473
4 Road and Walks	inc/above	#VALUE!
5 Site Improvements	\$7,485	\$7,485
6 Geotechnical Conditions	\$16,467	\$16,467
7 Landscaping	\$5,539	\$5,539
8 Environmental Remediation	\$9,731	\$9,731
9 Demolition	\$4,250	\$4,250
10 Other On-Site Improvements	\$4,000	\$4,000
11 <b>Subtotal: Sitework</b>	\$136,723	\$136,723
<b>DIVISION 3: CONCRETE</b>		
12 <b>Subtotal: Concrete</b>	\$50,988	\$50,988
<b>DIVISION 4: MASONRY</b>		
13 <b>Subtotal Masonry</b>	\$10,752	\$10,752
<b>DIVISION 5: METALS</b>		
14 <b>Subtotal: Metals</b>	\$5,481	\$5,481
<b>DIVISION 6: CARPENTRY</b>		
15 Rough Carpentry	\$128,486	\$128,486
16 Finish Carpentry & Millwork	\$18,869	\$18,869
17 Cabinets	\$13,867	\$13,867
18 <b>Subtotal: Carpentry</b>	\$161,221	\$161,221
<b>DIVISION 7: THERMAL &amp; MOISTURE PROTECTION</b>		
19 Dampproofing & Waterproofing	\$12,010	\$12,010
20 Building Insulation	\$22,193	\$22,193
21 Roofing	\$3,594	\$3,594
22 Sheet Metal & Flashing	incl above	#VALUE!
23 Exterior Siding	\$27,814	\$27,814
24 <b>Subtotal: Thermal &amp; Moisture Protection</b>	\$65,611	\$65,611
<b>Division 8: DOORS &amp; WINDOWS</b>		
25 Doors, Frames & Hardware	\$20,156	\$20,156
26 Windows	\$16,892	\$16,892
27 Glazing	n/a	#VALUE!
28 <b>Subtotal: Doors &amp; Windows</b>	\$37,048	\$37,048
<b>DIVISION 9: FINISHES</b>		
29 Gypsum Wall Board & Plaster	\$24,409	\$24,409
30 Tile	\$23,121	\$23,121
31 Wood Flooring	\$30,040	\$30,040
32 Painting	\$14,825	\$14,825
33 <b>Subtotal: Finishes</b>	\$92,396	\$92,396
<b>DIVISION 10: SPECIALTIES</b>		
34 <b>Subtotal: Specialties</b>	\$2,845	\$2,845
<b>DIVISION 11: Equipment</b>		
35 Appliances	\$9,255	\$9,255
36 Special Equipment	n/a	#VALUE!
37 <b>Subtotal: Equipment</b>	\$9,255	\$9,255
<b>DIVISION 12: FURNISHING</b>		
38 Window Treatments	\$4,552	\$4,552
39 Other Furnishings	\$2,200	\$2,200
40 <b>Subtotal: Furnishing</b>	\$6,752	\$6,752
<b>DIVISION 13: SPECIAL CONSTRUCTION</b>		
41 <b>Subtotal: Special Construction</b>	\$0	\$0
<b>DIVISION 14: CONVEYING SYSTEMS</b>		
42 <b>Subtotal: Conveying Systems</b>	\$0	\$0
<b>DIVISION 15: MECHANICAL</b>		
43 HVAC	\$32,605	\$32,605
44 Plumbing & Hot Water	\$33,892	\$33,892
45 Fire Protection	\$17,964	\$17,964
46 <b>Subtotal : Mechanical</b>	\$84,461	\$84,461
<b>DIVISION 16: ELECTRICAL</b>		
47 <b>Subtotal: Electrical</b>	\$30,090	\$30,090
48 <b>TOTAL COST TO BUILD AS SPECIFIED</b>	\$693,622	\$693,622

## Appendix 4: Development Timetable

With an increasing need for additional new affordable homeownership housing in Boston, there is an urgency to start construction on NHI developments. DND will make available any existing surveys and environmental testing, site plans, zoning information, and CAD files of home designs (which have been reviewed by the community) in an effort to accelerate the predevelopment period. DND will also assist the designated developer with the community process and zoning board of appeals (if required) in order to streamline the permitting process. Therefore, DND has established a development schedule for the project that must be adhered to:

Presentation by Preferred Developer at Community Meeting	3 weeks from Application Due Date
Submission to PFC by DND for Developer Designation.	2 months from Application Due Date
Application to Inspectional Services Department:	2 months from Developer Designation
If ZBA:	3 months from ISD App.
Permits:	2 months from ZBA approval
Bank Commitment:	4 months (or 8 months if ZBA) from Developer Designation Date
DND and Bank Project Closing:	6 months (or 10 months if ZBA) from Developer Designation Date
Start Construction:	6 months (or 10 months if ZBA) from Developer Designation Date

## Appendix 5: General Project Requirements

The following General Project Requirements are required of all Neighborhood Homes developments.

### 1. STATUTORY COMPLIANCE REQUIREMENTS:

All purchasers of real estate from DND must be in compliance with the following statutory requirements:

**Tax Delinquency Review.** The City of Boston Collector-Treasurer's Office will conduct a review of the selected Applicant's property tax history. The selected Applicant cannot be delinquent in the payment of taxes on any property owned within the City of Boston. The selected Applicant must cure any such delinquency prior to the conveyance of the Property. If the selected Applicant has been foreclosed upon by the City of Boston for failure to pay property taxes, then said Applicant will be deemed ineligible for conveyance of the Property offered pursuant to this RFP, unless such Applicant promptly causes the decree(s) or judgment(s) of foreclosure to be vacated by the Land Court and the City made whole. DND, in its sole discretion, shall determine the timeliness of the selected Applicant's corrective action in this regard and will disqualify the Applicant if vacating the tax-title foreclosure is not prosecuted expeditiously and in good faith, so as to avoid undue delay.

**Water and Sewer Review.** The City of Boston Water and Sewer Commission will conduct a review of the selected Applicant's water and sewer account(s). The selected Applicant cannot be delinquent in the payment of water and sewer charges on any property owned within the City of Boston and, if found to be delinquent, must cure such delinquency prior to a vote request to the Public Facilities Commission for conveyance of the Property.

**Property Portfolio Review.** The City will review the selected Applicant's portfolio of property owned to ascertain whether there has/have been abandonment, Inspectional Services Department (ISD) code violations or substantial disrepair. If unacceptable conditions exist in the selected Applicant's property portfolio, DND may deem the selected Applicant ineligible for conveyance of the Property.

**Prior Participation Review.** The City will review the Applicant's prior participation in any City of Boston programs, including DND programs, to ascertain Applicant's previous performance. Applicants found to have not fulfilled their duties or obligations under previous agreement with the City may be deemed to be ineligible for conveyance of the Property.

**Employee Review.** Neither the Applicant, nor any of the Applicant's immediate family, nor those with whom s/he has business ties may be currently, or have been within the last twelve (12) months, an employee, agent, consultant, officer, or an elected official of the City of Boston, including DND. An "immediate family member" shall include parents, spouse, siblings or children, irrespective of their place of residence. Any Applicant who fails to satisfy this requirement may be deemed to be ineligible for conveyance of the Property.

**Equal Opportunity Housing.** The City administers its programs in accordance with federal, state and local equal opportunity and fair housing laws, regulations and requirements. This includes affirmatively advertising and providing equal access to information regarding housing and development opportunities. The Boston Fair Housing Commission will screen all Applicants. Any Applicant who fails to satisfy this requirement may be deemed to be ineligible for conveyance of the Property.

### 2. OFFER PRICE.

The minimum acceptable offer price for the property is \$100 per parcel. Religious Organizations – In accordance with Massachusetts Constitution religious organizations must pay 100% of the appraised value of the any public property as established by a qualified appraiser.

**3. TITLE.**

While DND has conducted title examinations of the properties, DND makes no warranty or representations as to the accuracy of such reports and recommends that Applicants conduct their own title examinations.

**4. SURVEYS.**

When available, DND will provide complete predevelopment site surveys to the selected developer including property line, utility and topographical information. The surveyor will be authorized to reissue the complete survey to the selected developer.

**5. MISCELLANEOUS FEES.**

Applicants are responsible for budgeting for all miscellaneous fees, including fees at the Department of Public Works, Boston Water and Sewer Commission, Inspectional Services Department, as appropriate. These fees should be included in the budgets for the affordable and market rate homes.

**6. PROJECT MANAGEMENT**

Performance under this Request for Proposals will be closely coordinated with the Project Manager and any other staff member designated by DND. Questions pertaining to requests for technical guidance and direction should be directed to the assigned Project Manager, or other designated DND representative. However, such DND representative(s) will only provide necessary background information and guidance; they will under no circumstances change the terms and conditions of this engagement. The Successful Applicant will confirm all scheduled project milestones with DND prior to initiating work.

**7. APPLICANT'S DESIGNATED REPRESENTATIVE.**

The Successful Applicant shall designate qualified representatives as point of contact to assist DND as needed throughout the engagement. Names, phone numbers, and e-mail addresses of proposed representatives are to be listed in the proposal.

**8. TIMELY DEVELOPMENT.**

The Successful Applicant will produce an appropriate plan of development that satisfies the City's needs within specified time frames. If the Property has not been developed according to the proposal specifications and sold to a homebuyer within two (2) years, DND may choose to grant additional time for performance or to rescind the contract, at its discretion. The determination of whether services were performed satisfactorily is at the sole discretion of DND.

**9. PROPERTY MANAGEMENT.**

The Successful Applicant will be ultimately responsible for the condition of the property. They must take any steps necessary to keep the property free of trash, debris, and snow.

**10. FAIR HOUSING.**

DND administers its development programs in accordance with federal, state and local equal opportunity and fair housing laws, regulations and requirements. This includes affirmatively furthering fair housing and providing equal access to information about development opportunities. Pursuant to this policy, all NHI homes will be affirmatively marketed in accordance with the NHI Blanket Affirmative Marketing Plan.

**11. BOSTON JOBS & LIVING WAGE ORDINANCE.**

If the Successful Applicant is a for-profit firm with 25 or more full time employees, or a non-profit firm with 100 or more employees, you will be required to make best efforts to adhere to the Boston Jobs and Living Wage Ordinance, and the provisions of the Promulgated Regulations, including the "First Source Hiring Agreement" provisions of said Ordinance.

## Appendix 6: Terms & Conditions

The City, acting by and through its Public Facilities Commission by the Director of DND, is soliciting proposals for the acquisition of, and funding for, the properties located in the Dorchester area. The City will award a contract to the highest-rated, most advantageous proposal based on the above-listed criteria.

DND will review and evaluate proposals promptly after the submission deadline specified on the Proposal Cover Page.

DND reserves the right to award contracts to multiple Applicants, to reject any or all proposals, to waive any informality in the proposal process, or to cancel in whole, or in part, this solicitation if it is in the best interest of the City to do so. A proposal may be rejected if it is incomplete, illegible, or conditional. An acceptable offer will not include conditional requirements, such as:

- Altering the square footage of the Property;
- Proposing a use for the Property beyond mixed-income housing; or
- Proposing a use for the Property that does not benefit the residents of Boston.

DND reserves the right to obtain opinion of Counsel regarding the legality and sufficiency of proposals. The contract will be awarded, if at all, to the responsive, responsible Applicant(s) that receive the highest overall composite rating in the evaluation process.

**Assumption of Risk.** The City accepts NO financial responsibility for costs incurred by Applicants in responding to this Request for Proposals. Applicants are responsible for any and all risks and costs incurred in order to provide the City with the required submission.

**Public Property.** Proposals submitted to DND will become property of the City. After opening, all proposals become public documents and are subject to the requirements of the Massachusetts Public Records Law (M.G.L. c. 4, § 7(26)).

**Terms of Sale.** After a final proposal has been selected, the Successful Applicant will be contacted by DND to finalize the terms of the sale. The terms of the sale will and MUST be consistent with this Request for Proposals, including the advertised purchase price and Project Requirements.

**“As Is” Conveyance.** DND will convey the property in “AS IS CONDITION” without warranty or representation as to the status or quality of title. The Successful Applicant/Buyer shall, to the fullest extent permitted by law, assume any and all liability for environmental remediation and removal of soils pursuant to Chapter 21E of the Massachusetts General Laws. Finally, any and all site improvements, such as utility connections and/or street repairs, are the responsibility of the Successful Applicant.

**Negotiations.** DND reserves the right to negotiate for changes to the selected proposal. These negotiations may encompass values described in the Request for Proposal, as well as values and items identified during the Request for Proposal and negotiation process. On the basis of these negotiations, DND may decline to sell the property even after the selection process is complete and negotiations have begun.

**Closing.** The Successful Applicant must execute a Purchase and Sales Agreement and then close on the sale within ninety (90) days of the date of execution, unless otherwise agreed upon (in writing) by DND. Failure to comply with the obligations of closing may result in the rescission of any prior agreement(s) with DND regarding the Property.

**Restrictions on Transfer.** All properties sold under the Neighborhood Home Initiative will have a deed restriction requiring owner-occupancy. Homes that are designated as “affordable” will also have a 50-year deed rider and mortgage on the end homebuyer that requires owner-occupancy, prohibits condominium conversion, and limits future resale prices. The Successful Applicant will only be permitted to transfer the property to a homebuyer under

**WAYPOINT DEVELOPMENT LLC**

**primary**

Neighborhood Homes Initiative  
Developer Qualifications Statement

May 22, 2020

**DEVELOPER EXPERIENCE & REFERENCES**

Waypoint Development will be the project developer. Founded in 2002, Waypoint has extensive experience in the development and construction of multi-family residential projects in Boston and neighboring areas. Recently completed projects include a 14-unit condominium in East Boston and 16 units in South Boston for Caritas Communities. The latter project fulfilled all BRJP requirements.

Primary Development will provide project management and design support. Primary is a young architectural design and development company with a focus on placemaking, urban context and community process at all scales.

Waypoint and Primary have successfully collaborated on four ground-up development projects in the City of Boston, including two (7) unit affordable artist condominiums in partnership with DND. In total, the project team will have completed 26 residential units in Boston by 2021.

Additional details are included in the resumes attached in the following pages.

**EVIDENCE OF FINANCING**

Waypoint Development will be the project sponsor. Attached documents show a capacity to support construction financing of up to 9MM.

**CONSTRUCTION EMPLOYMENT PLAN**

Based on current and past projects, WAYPOINT COMPANIES have demonstrated their commitment to the economic growth of Boston through creation of construction jobs and inclusion minority vendors and development participants. We have demonstrated this commitment by either meeting or exceeding the goals of the Boston Residents Job Policy (BRJP) on past projects and we look forward to maintaining that same level of success over the course of this very important endeavor.

During construction, Waypoint Companies will work extremely diligently to meet the following commitments:

BRJP Standard	Waypoint Commitment
<u>Boston Residents</u> : At least 51% of the total work hours of journey people and 51% of the total work hours of apprentices in each trade must go to Boston residents;	At least 55% participation by Boston residents.
<u>Persons of Color</u> : At least 40% of the total work hours of journey people and 40% of the total work hours of apprentices in each trade must go to people of color and;	At least 45% participation by people of color.
<u>Women</u> : At least 12% of the total work hours of journey people and 12% of the total work hours of apprentices in each trade must go to women.	At least 12% participation by people of color.

## BUSINESS OPPORTUNITY PLAN

PRIMARY DEVELOPMENT, which has collaborated with Waypoint on four ground-up development projects in the City of Boston (26 units total), is a minority and woman-owned business.

To achieve the construction employment targets and also to maintain a very strong dedication to Minority Business (MBE) and Women Business Enterprise (WBE) participation Waypoint Companies will strive to prioritize the hiring of residents, minorities and female-owned locally based businesses by utilizing strategies that have been proven effective in past projects.

Those strategies include:

- Utilizing our directory of M/WBE businesses that has been established over time. Waypoint Companies will draw from this resource in bidding work for professional services, contractors and subcontractors.
- If there is a shortfall of M/WBE firms in any area or if we are not meeting our BRJP commitment then we will utilize local print media and online services to advertise business and employment opportunities for the project.
- Waypoint Companies will also utilize the Boston Jobs Bank and Youth Build Boston services to assist us in outreaching to qualified applicants.
- We will also accept on site applications that will make it easier for an individual to apply to work on the project.
- Waypoint Companies will maintain records on the utilization and participate of WBEs, MBEs and BRJPs on this project.

“I commend you on your efforts towards the BRJP requirements. Any feedback you can give on Best Practices to the BRJP office from your past projects would be greatly appreciated.”

- Boston Employment Board  
Commissioner Travis Watson

# Waypoint Development

*Founded in April of 2002*

*by Edward Champy and Kieran McAllen*



## PROJECT EXPERIENCE

### Recently Completed Projects:

#### 31 Orleans Street, 14 Unit Condominium, East Boston

- Construction was completed and units were sold in September of 2018.
- 31 Orleans St. is a 25,000 sq. ft., 14-unit building with ground level parking slightly below grade. 31 Orleans St. had an extremely tight site with zero lot lines on three sides and heavy traffic flow presenting daily challenges.
- Due to soft soils Waypoint General Contracting was required to drive 80 piles 60-84' deep.
- Construction duration was 14 months.
- Hard construction cost of \$5M

#### Trac 75 (75 Braintree Street), Allston, MA

- All permitting was completed by Waypoint Development.
- Waypoint General Contracting partnered with the Grossman Companies to complete this 80-unit, 100,000 sq. ft., modular construction project, in August 2017.
- On top of being on-site GC for the demolition and remediation of contaminated soils, Waypoint GC applied for all permits, filed Construction Management Plan, and managed all interaction with City of Boston officials on inspections and Certificate of Occupancy process'.
- Waypoint maintains strong relations within the City of Boston which allowed Waypoint GC to deliver 75 Braintree St. with full Certificate of Occupancy on time and within expected budget.
- Certificate of Occupancy was received 8/1/17 – building was at 100% leased on 9/30/17.
- Trac 75 sold for \$42.5 million in August of 2018.
- Hard construction cost of \$26M

#### The Residences at One St Clare, Medford, MA

- Construction was completed and units were sold in the fall of 2015.
- 18-unit, 25,000 sq. ft., school conversion.
- Hard construction cost of \$4.3M

#### East Fourth Street, South Boston, MA

- VFW conversion.
- 4 Townhouses and 1 apartment

### 29 Temple Place, 44 Unit Condominiums, Boston, MA

- Waypoint General Contracting renovated 16,000 sq. ft. of original building and added an additional two floors (7,000 sq. ft.) of new space with the addition of a 5th and 6th floor.
  - With zero lot line on three sides, a three-foot alley in the rear and located on a heavy traffic road, 29 Temple Place presented many challenges.
  - The roof and 5th floor of original building were removed to take the building back to its original height before reinforcing the building foundation with 30+ anchor plates.
  - Waypoint GC coordinated the execution of steel installation which required an adjacent parking lot to be rented to allow space for a crane to swing steel for erection of the building.
  - The building was completed in 2011 and was licensed as a lodging house with 44 micro-units.
- 

## Current Development Projects Under Construction:

### Maverick Street, East Boston

#### Walking Distance to Maverick T Station

Maverick Street construction includes:

- 3-unit renovation, all three units are scheduled to close Sept. 2019
  - 3-units of new construction, expected completion Q2, 2020
- 

## Current Projects in Planning:

### Ledgewood Estates, Winthrop St., Medford (66% ownership)

#### Located near the Winchester town line

- 2+ acres of land being planned for a 10-lot subdivision

### Primrose Estates, Town Farm Rd., Ipswich (50% ownership)

#### 9 Acres of land, housing will be surrounded by open space and conservation land

- 55+ community subdivision, 24 residences (10 duplexes, 4 single families)

### Meeting House Way, Edgartown, Martha's Vineyard (25% ownership)

#### Less than two miles to South Beach and downtown

- 54-acre subdivision
- 38 house lots
- 28 single families and 10 townhouses

### 58 Kent St., Brookline (100% ownership)

#### Brookline Village

- 12 residential condominiums plus 1,000 sq. ft. of retail space

# Waypoint General Contracting



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## PROJECT EXPERIENCE

### Recently Completed Projects:

#### [206 West Broadway, 16 Unit + Retail Space for Caritas Communities, South Boston](#)

Waypoint General Contracting recently completed a 16-unit building including retail space for Caritas Communities totaling 14,000 sq. ft. Intense site soil remediation with the highest levels of contaminants being shipped to Canada. Concrete masonry unit construction to ensure minimal wear and tear for the high turnover expectancy. Project has all Boston Jobs Policy requirements. Construction costs are estimated at \$3.5M.

#### [31 Orleans Street, 14 Unit Condominium, East Boston](#)

Construction was completed in the fall of 2018 of this 25,000 sq. ft., 14-unit building with ground level parking sloping 6 feet below grade. 31 Orleans St. is an extremely tight site with zero lot lines on three sides and heavy traffic flow presenting daily challenges. Due to extremely soft soils Waypoint General Contracting was required to drive 80 piles 60-84 deep. Construction duration 14 months. Construction costs of \$4M

#### [30 Polk Street, 30 Unit Condominium, Charlestown, MA](#)

Waypoint General Contracting completed construction on this 30-unit (48,000 sq. ft.) condominium building with 30 space parking garage under the structure. Located on a one-way street and directly next to Charlestown High School, this project called for a high level of community relations and day to day execution. Site logistics included intense shoring, dewatering & Eversource Transformer placement inside a vault under Polk St. Construction duration 14 months. Construction costs of \$8M.

#### [Haynes Street, East Boston](#)

##### [3 Townhomes](#)

Construction was completed summer of 2019 of this 8,500 sq. ft., 3 townhomes project. This project sold out during construction and recorded the highest sales values in East Boston.



# Ed Champy

Principal / Waypoint Companies  
(Waypoint Development LLC & Waypoint General Contracting LLC)

617-536-0800

Echampy@waypointcompanies.com

www.waypointcompanies.com

Waypoint Development LLC (2002) and Waypoint General Contracting LLC (2004) were founded by Ed Champy and Kieran McAllen

Ed Champy, Principal at the Waypoint Companies oversees finance for both companies while his day-to-day activities are focused on planning, permitting and investing in real estate projects.

Ed has permitted and planned multiple Article 80 Projects in the City of Boston. Ed has extensive experience helping clients with the concept-planning phase, working through the approval process, permit process and ready to start construction. Ed works hand and hand with Project Architects, Civil Engineering, Geotechnical Engineering, Structural Engineering, Mechanical Electrical and Plumbing Engineering (MEP) and Licensed Site Profession (LSP) when environmental regulations require remediation. For over 20 years, Ed has met with and collaborated with the Boston Planning and Development Agency (BPDA).

With a clear understanding of what the goals are Ed can help guide each of these professionals to make sure the building not only supports what the market is demanding but also supports the underlying financial goals. By being part of the design process, in many instances Ed can reduce the amount Value Engineering required to make sure projects fit within their budget.

Prior to Waypoint Ed was an Executive Vice President at Spike Technologies. Spike Technologies was a microwave engineering company designing wireless networks for communications. During Ed's tenor at Spike Ed was overseeing product management, product marketing, sales and operations.

## SKILLS

Site Planning  
High Level Building Design  
Cost Engineering  
Financial Planning  
Profit Analysis  
Development Schedule  
AIA Contract Proficient

## HIGHLIGHTS

Trac 75 – negotiated land, permitted 80 units, planned construction. Building sold Aug 2018 for \$42.5M

Currently financially responsible for over \$50 million in projects

25-year proven industry track record

## EDUCATION/LICENSES

**Bachelor of Science**, Electrical Engineering  
*University of Massachusetts Dartmouth*

Construction Supervisor License  
Unrestricted (MA)  
ABC – Low-rise, City of Boston

Hydraulic License –

- HE-1C Telescoping Booms w/o cables
- HE-2A - Excavators



# Kieran McAllen

**Principal / Waypoint Companies**  
(Waypoint Development LLC & Waypoint General Contracting LLC)

617-201-4781

kieranmcallen@yahoo.com

www.waypointcompanies.com

**25 Years** of complex approval, permitting and construction experience in the City of Boston.

**Refined relationship-building skills** and experience working collaboratively with owners, engineers, and architects as well as departments and organizations associated with the City of Boston.

## PROFESSIONAL EXPERIENCE

### Principal

**Waypoint Companies, Boston, MA, 2002–Present**

Founded Waypoint Construction. Has been involved with over 160 jobs, and an expert of job site management and operations.

- Oversees the construction management, plan updates, scheduling, and all other day to day activities at the jobsites.
- Adds narratives and schedules for the upcoming projects including but not limited to street closures, alternative emergency response for Fire and EMS, and in some cases schools.
- Responsible for obtaining permits, certificates, and other essential documentation for Waypoint projects.
- Heavily involved in preconstruction processes such as zoning approvals, submitting plans to the appropriate parties, collaboration with engineers and architects for drawings approval, and other tasks required in project development.

### President

**Boston Supreme Carpentry, Boston, MA, 1997-2002**

As president, he spent 5 years running the company. The company specialized in high-end finish work.

- Responsible for scheduling all the jobs the company took.
- Worked as lead carpenter on multiple projects.
- Negotiated and interacted with clientele.
- Ensured projects were completed on time and within budget.

## SKILLS

Project Investment

Project Scheduling

Site Management and Operations

Massachusetts GC License

Engineer and Architect Coordination

Hearing and Approval Management

Boston Residence Program

## HIGHLIGHTS

Extensive knowledge of the requirements when applying to raze (demolish) a building and cut and cap the utilities.

25-year proven industry track record

Experience with projects that require Article 80 small and large project review



# Tom Pagos

Principal Waypoint General Contracting, LLC

617-922-8337

Tpagos@waypointcompanies.com

www.waypointcompanies.com

**History of orchestrating thorough process, efficiency projects,** while mitigating risk and maximizing profit.

**Project management, estimating, purchasing, and operations oversight experience,** with over fifteen years of industry experience.

**Refined relationship-building skills** and experience working collaboratively with owners, sub-contractors and vendors.

## PROFESSIONAL EXPERIENCE

### Principal

Waypoint Companies, Boston, MA, 2013–Present

Joined Waypoint as Director of Preconstruction Development, promoted rapidly through a series of increasingly responsible management positions based on strong operating, financial, and leadership performance.

Started Waypoint General Contracting in 2014 and serves as a principal

- Oversaw the implementation and construction of over 300 units totaling upwards of \$200 million in value.
- Estimated all pre-construction and construction opportunities for Waypoint self-perform projects. As well as all General Contracting opportunities.
- Responsible for development and execution of all subcontractor contracts, buyout of contracts and project scheduling.

### Estimator

Suffolk Construction, Boston, MA, 2011–2013

Served as construction & preconstruction services client relationship manager for institutional and corporate clients including Boston Children's Hospital, Northeastern University, Liberty Mutual, etc.

- Generated sub-lists, RFI's, estimates and buyouts for projects ranging from \$5M - \$50M
- Generated marketing collateral, schedules and logistical procedures in response to client requested RFP's for upwards of 10 projects annually.
- Trained career start program estimators

## SKILLS

Cost Negotiation

Financial Planning and Profit Analysis

Project Scheduling

Unrestricted Construction Supervisor License (MA)

OSHA 10 Hour Certified

Blue Beam Revu, Adobe, Microsoft Office, PlanSwift & OnScreen Software Proficient

Contractor Relations and Negotiation

Employee Training and Development

## HIGHLIGHTS

Currently financially responsible for over **\$40 million in projects**

Developed Estimates for over \$500M in institutional and cooperate projects

15-year proven industry track record

## EDUCATION

### Bachelor of Science

*University of Massachusetts Lowell*

Primary is a real estate design and development company with a focus on place-making, urban context, and community process at all scales. We work closely with city governments and communities to create high quality projects that enhance the public realm and beautify neighborhoods.



**Haynes Townhouses - East Boston**

**COMPLETED**

[haynes.house](http://haynes.house)

3 Single Family townhouses under construction in the Jeffries Point neighborhood of East Boston. With broad community involvement and support, the houses are crafted with durable and contextual materials including brick walls and metal roofing. The Haynes Townhouses provide much needed single family home ownership



**Terrace St Condominiums- Mission Hill**

**UNDER CONSTRUCTION**

[terraceboston.com](http://terraceboston.com)

Terrace Street Housing - 9 market rate condos with commercial space (design development) in Mission Hill. Design responds to historical context of brick brewery buildings along the street.



**Terrace St Artist Live/Work- Mission Hill**

**UNDER CONSTRUCTION**

[terraceboston.com](http://terraceboston.com)

14 Affordable ownership Artist Live/Work Units on Terrace Street in Mission Hill. Designed with green features and urban strategy to provide ambient light to the street at night. Developed in collaboration with Boston DND.

# Jenny Shen

Jenny is an architectural designer. She has worked with Bjarke Ingels Group and Alloy Development on high-rise commercial and residential projects across the US, Europe and Asia. She also formed the competition-winning design team that realized UNBUILT, the 2015 pavilion for Design Miami. Jenny received her Bachelor of Arts from Columbia University and currently a Master of Architecture candidate at the Harvard Graduate School of Design. Her work has been featured in The New York Times, Wired, Wallpaper\*, and Fast Company.

## EDUCATION

**Harvard University Graduate School of Design** 2014 - 2018  
Master of Architecture Cambridge, MA

**Columbia University** 2008 - 2012  
B.A. Architecture New York, NY

## PREVIOUS WORK EXPERIENCE

**Alloy Development** 2017  
Development Architectural Intern

- Developed schematic design and conducted market research for a mixed-use tower in downtown Brooklyn, produced architectural drawings for ULURP process

**Harvard GSD Department of Architecture** 2017  
Head Teaching Assitant

- Guided first-year master of architecture students through projects in core design studio, assisted professors with administrative tasks for all course sections

**Design Miami 2015 - UNBUILT** 2015  
Lead Designer

- With team of five, led competition-winning concept design for Design Miami entry pavilion. Oversaw execution of physical pavilion and accompanying web platform. Project was finalist in 2016 Fast Company Innovation by Design Awards.

**Bjarke Ingels Group (BIG)** 2012-2015  
Architectural Designer

- Developed design concepts for commissions and invited competitions for major cultural, residential and commercial buildings. Projects include two 8-story condominiums in the Bahamas (completed), design for Nobel Price Center in Stockholm (competition) and design for Comcast office and hotel tower (competition)

# Wyatt Komarin

Wyatt is an accomplished architectural designer and entrepreneur. He has worked at Brooklyn-based Guerin Glass Architects and Alloy Development, LLC. Wyatt has also played an instrumental role in establishing Getaway, the Cambridge-based startup that rents tiny-house cabins in the woods. Wyatt holds a Bachelors of Arts in Architecture from Middlebury College, where he was leader of the solar decathlon team that placed in the global competition.

## EDUCATION

Harvard University Graduate School of Design 2014 - 2018

Middlebury College 2008 - 2012

## PREVIOUS WORK EXPERIENCE

Alloy Development 2016

- Created concept and schematic designs for a 1 million square foot mixed-use dual-tower project for an undisclosed site in NYC. Program includes 2 schools, retail, residential, commercial and gallery space. Iterated through dozens of massing and tectonic strategies

Getaway 2014-2015

- Founding team member of a micro-cabin rental start up / Delivered three off-grid cabin prototypes from design conception through fabrication to inhabitation / Developed company's physical product aesthetic and strategy, and contributed to development of brand identity, mission, and core strategy / Works featured in national and international press

Guerin Glass Architects 2012-2014

- Developed design projects from concept sketch to construction details / Worked on active projects across multiple scales in NY, Hawaii, and Colorado / Generated renderings and built 3D digital models for presentations / Conducted complex NYC zoning analyses / Produced written communication and graphic presentation materials for clients.

Composite Construction 2012-2014

- Developed cost estimates and bid packages for multi-million dollar construction projects in Manhattan and Aspen / Analyzed construction costs and prepared comprehensive CSI construction budgets / Oversaw procurement on over \$7 million worth of active projects / Engaged in competitive bidding and bid leveling analysis

# Steven Meyer

Steven is a Cambridge, MA based architect and designer. He has worked at William Rawn Associates in Boston as well as Berlin based Barkow Leibinger. In 2015, Steven was a member of the design team for UNBUILT - the entrance pavilion for the Design Miami fair at Art Basel. This project was experienced by over 50,000 visitors in Miami and widely published on-line and in print.

## EDUCATION

Harvard University Graduate School of Design 2014 - 2018

Boston University 2006 - 2010

## PREVIOUS WORK EXPERIENCE

William Rawn Associates 2017

- Developed construction documents, and supervised on-site construction of numerous civic, educational, and private projects located in the greater Boston area / Produced cost and material estimates / Collaborated with contractors and clients to ensure on-time and on-budget project delivery

Barkow-Leibinger 2016

- Developed facade and ballroom concepts for the future tallest high-rise in Berlin / Developed dynamic scripts to optimize facade treatments for material and environmental efficiency / worked closely with project engineers to develop long span ceiling strategies for the structures public spaces, ballrooms, and exhibition halls

UNBUILT: Design Miami Entrance Pavilion 2015

- Member of winning team for the 2015 Design Miami entrance pavilion competition / Developed concept / Produced promotional materials / Collaborated with clients, contractors, and fabricators in both Miami, FL and Cambridge, MA to produce construction documents, oversee production, and realize the successful installation of the project during Art Basel: Miami 2015

Preston Scott Cohen Inc 2015

- Member of charrette team for new performing arts center in Bogota, Columbia / Developed program, massing, plan, and facade concepts / Produced facade optimization in pursuit of environmental performance and constructibility



March 12, 2020

Edward Champy  
Waypoint Development, LLC  
5 Broadway, Suite 200  
Saugus, MA 01906

Ed,

Middlesex Federal Savings, F.A. (the "Bank") is very pleased to provide you with a preliminary outline of major terms and conditions, as outlined below to develop 18 residential units and 1 commercial unit. The proposed loan will be secured by a 1<sup>st</sup> mortgage on real property known as: 124 Highland Avenue, Somerville, Massachusetts (the "Mortgaged Premises") and other collateral listed below. This letter is for discussion purposes only and is not a commitment to lend.

Borrower: Nominee to be named

Guarantor: If to Nominee; the unlimited personal guarantee of Edward Champy, Waypoint Development, LLC and any party having an interest of 20% or greater in the Mortgaged Premises.

Amount: Up to \$9,260,000

Allocation: \$1,000,000 Acquisition  
\$ 660,000 Interest Reserve  
\$7,600,000 Construction Draw (includes fractional payment)

Type: Construction Mortgage

Term: Twenty-four (24) Months

Repayment: Interest payments will be due monthly payable in arrears. Repayment of principal in full will be at the earlier of maturity or sale of the Mortgaged Premises.

Interest Rate: The interest rate will be floating at the Wall Street Journal Prime Rate plus .25% with a floor rate of 5%.

Commitment Fee: Waived

Tax Escrow: The Bank, at its option, will escrow 1/12 of the Mortgaged Premises annual real estate taxes monthly with each loan payment.

Late Charge: Any payment not made within fifteen (15) days after its due date shall be subject to a late charge equal to five percent (5%) of the amount of such payment.

Davis Square ♦ Teele Square ♦ Medford Square ♦ MiddlesexFederal.com ♦ 617-666-4700



NMLS#417688

Member FDIC

Default Rate: The default interest rate shall equal the prevailing interest rate plus five percent (5%).

Prepayment Fee: N/A

Partial Release: Repayment of principal in full will be at the earlier of maturity or sale of each condominium unit. A partial release of collateral will be provided subject to: (i) no events of default, (ii) satisfactory review of condominium documents, and (iii) principal pay down upon the sale of each unit at the rate of ninety percent (90%) of the gross bona fide sales price of each unit and a release fee of \$46,300 payable on the sale of the first 4 units.

Deposit Account: The Borrower and/or Guarantor agrees to maintain a deposit account for the Mortgaged Premises with Middlesex Federal during the life of the loan.

Special Conditions: Approval and closing of the loan is subject to receipt, review and acceptance by the Bank of the following:

- a. Satisfactory real estate appraisal for the Mortgaged Premises.
- b. Satisfactory environmental review for the Mortgaged Premises.
- c. Financial information provided by the Borrower and Guarantor.
- d. Satisfactory GC Review
- e. Formal underwriting and final credit approval.
- f. Construction Completion within 16 months of closing.
- g. Participation with another lender for a portion of the Loan.

All report costs, legal fees and other costs of the transaction will be the responsibility of the Borrower.

Security: The Loan will be secured by the following:

- a. A first mortgage on the Borrowers' fee simple interest in the Mortgaged Premises.
- b. Collateral assignments of leases, rents, tenancies, occupancy agreements and contracts relating to each of the Mortgaged Premises and additional collateral together with all income and profit derived from the use or operation of the Mortgaged Premises.
- c. Assignment of Liquor License for new restaurant
- d. Perfected first position UCC filing security interest in the property pledged as collateral.

Environmental Assurance: The Borrower and Guarantor shall sign the Bank's Standard Hazardous Material Indemnity Agreement.

Reporting: The Borrower and Guarantor shall submit the following financial information annually or as reasonably requested by the Bank:

- a. Federal income tax returns of the Borrower and Guarantor.
- b. Updated and signed personal financial statement of the Guarantor.



Financial

Covenants: The Borrower will comply with the following financial covenants:

- a. Maximum Loan to Value ratio of the Mortgaged Premises will not exceed 75% of the “As-Is” and 70% of the “As-Complete”, tested at the Banks’s discretion.

Appraisal: The Bank requires that an appraisal be completed on the Mortgaged Premises prior to closing and performed by a qualified approved appraiser acceptable to the Bank. The appraisal must produce a value so as not to exceed 75% of the “As-Is” and 70% of the “As-Complete” Loan to Value Ratio. The Bank will promptly give you a copy of the appraisal, even if your loan does not close. You can pay for an additional appraisal for your own use at your own cost. By signing you acknowledge receipt of this appraisal notice.

Junior Debt: The Borrower will not be allowed any junior debts or liens, other than those of the Bank, on the Mortgaged Premises without the express written consent of the Bank.

Patriot Act

Notice: To help the government fight the funding of terrorism and money laundering activities federal law requires all financial institutions to obtain, verify, and record information that identifies each individual, business, or entity that opens an account. When you open an account (the Patriot Act defines a loan as an account), we will ask for your name, address, date of birth, and other information that allows us to identify you. We may also ask to see identifying documents as part of this verification process.

Thank you for giving Middlesex Federal the opportunity to finance your investment property. I look forward to working with you to bring this loan request to a final commitment and closing. If the above stated terms are acceptable to you, please so indicate by signing and returning this letter by March 20, 2020, along with a check made payable to Middlesex Federal for \$10,000. If the loan is not approved based on the terms and conditions of this letter the \$10,000 will be fully refunded less any third-party expenses.

Please call me at 617-315-1572 or email me at [spc@middlesexfederal.com](mailto:spc@middlesexfederal.com) with any questions you may have regarding the outlined terms and conditions.

Sincerely,

Sean P. Cummings  
Senior Vice President  
Commercial Loan Officer

*I/We understand and accept all of the terms and conditions as outlined above.*

**BORROWER:**

\_\_\_\_\_  
Edward Champy, for nominee

\_\_\_\_\_  
Date

**GUARANTORS:**

\_\_\_\_\_  
Edward Champy, Individually

\_\_\_\_\_  
Date

Davis Square ♦ Teele Square ♦ Medford Square ♦ MiddlesexFederal.com ♦ 617-666-4700



NMLS#417688

Member FDIC



Last statement: March 31, 2020  
 This statement: April 30, 2020  
 Total days in statement period: 30

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 7293481602  
 (153)

WAYPOINT GENERAL CONTRACTING LLC  
 5 BROADWAY  
 SAUGUS MA 01906

Direct inquiries to:  
 1-800-273-6908, 781-569-1500

Northern Bank & Trust Company  
 275 Mishawum Road  
 Woburn, MA 01801

**Business Analysis Checking**

Account number	7293481602	Beginning balance	\$741,988.25
Enclosures	153	Total additions	2,466,696.32
Low balance	\$374,209.72	Total subtractions	2,678,369.05
Average balance	\$869,558.67	Ending balance	\$530,315.52
Avg collected balance	\$689,098		

**CHECKS**

Number	Date	Amount	Number	Date	Amount
	04-06	680.00	4233	04-06	8,613.32
	04-08	1,085.00	4235 *	04-03	1,072.50
	04-17	444.66	4236	04-03	660.00
1005	04-20	7,000.00	4237	04-06	594.00
1042 *	04-02	6,000.00	4239 *	04-10	624.00
1043	04-07	100.00	4240	04-06	1,440.00
2430 *	04-07	1,000.00	4241	04-09	3,787.50
4167 *	04-08	3,000.00	4242	04-07	3,445.00
4168	04-24	335.00	4243	04-06	165,580.03
4181 *	04-02	2,925.00	4245 *	04-13	74.00
4207 *	04-09	3,825.00	4246	04-06	126.30
4212 *	04-13	180.00	4248 *	04-07	121.00
4219 *	04-03	120.00	4249	04-03	1,738.48
4220	04-13	14,630.00	4253 *	04-14	50.00
4221	04-09	2,470.00	4254	04-03	5,000.00
4222	04-08	6,000.00	4255	04-17	139.00
4223	04-06	52,029.12	4256	04-10	95.31
4224	04-20	19,968.00	4257	04-13	4,800.00
4225	04-07	4,668.94	4258	04-15	4,660.15
4226	04-07	71,535.00	4259	04-10	33,500.00
4227	04-07	3,000.00	4260	04-10	3,152.38
4228	04-09	1,440.63	4262 *	04-13	1,260.00
4229	04-06	16,856.80	4263	04-08	50,000.00
4230	04-06	768.03	4264	04-13	175.00
4231	04-06	35,821.97	4265	04-10	3,459.50
4232	04-07	57,978.50	4266	04-10	526.42



**Northern Bank**

MEMBER FDIC | EQUAL HOUSING LENDER

Last statement: February 29, 2020  
 This statement: March 31, 2020  
 Total days in statement period: 31

Page 1 of 5  
 7293481602  
**( 154 )**

Direct inquiries to:  
 1-800-273-6908, 781-569-1500

**WAYPOINT GENERAL CONTRACTING LLC**  
**5 BROADWAY**  
**SAUGUS MA 01906**

Northern Bank & Trust Company  
 275 Mishawum Road  
 Woburn, MA 01801

**Business Analysis Checking**

Account number	7293481602	Beginning balance	\$586,666.74
Enclosures	154	Total additions	2,018,987.72
Low balance	\$162,245.78	Total subtractions	1,863,666.21
Average balance	\$642,801.35	Ending balance	\$741,988.25
Avg collected balance	\$479,019		

**CHECKS**

Number	Date	Amount	Number	Date	Amount
	03-09	1,040.00	3959	03-02	626.75
	03-16	900.00	3960	03-04	900.00
1039	03-23	14,268.31	3961	03-16	2,887.50
1040	03-24	27,550.00	3962	03-02	22.79
1041	03-25	74,100.95	3963	03-06	2,625.00
3070 *	03-09	540.00	3964	03-03	120.00
3182 *	03-06	15,120.00	3965	03-03	6,768.75
3183	03-03	10,925.00	3966	03-03	3,876.96
3688 *	03-02	3,500.00	3967	03-05	638.00
3693 *	03-03	9,315.86	3969 *	03-05	126,350.00
3698 *	03-04	22,790.50	3970	03-04	25,648.00
3720 *	03-02	102.50	3971	03-03	3,334.74
3721	03-09	8,140.97	3972	03-06	13,395.00
3722	03-04	95.25	3973	03-09	43,200.00
3723	03-10	89.00	3974	03-05	210.27
3822 *	03-02	21.61	3975	03-04	647.62
3845 *	03-02	25.00	3976	03-09	1,540.00
3930 *	03-02	25.00	3977	03-10	16.23
3948 *	03-02	3,217.50	3978	03-10	1,942.50
3949	03-02	702.00	3979	03-06	1,430.00
3951 *	03-02	25.00	3980	03-06	1,058.00
3952	03-02	900.00	3981	03-16	2,212.50
3953	03-02	864.50	3982	03-09	877.50
3955 *	03-05	2,047.50	3983	03-09	684.00
3956	03-02	800.00	3985 *	03-10	1,820.00
3958 *	03-02	1,470.63	3987 *	03-09	1,040.00

**AFFIDAVIT OF ELIGIBILITY FORM**

Developer's Name: Waypoint Companies

Any person submitting an application for under this RFP must truthfully complete this Affidavit and submit it with their application.

1. Do any of the principals owe the City of Boston any monies for incurred real estate taxes, rents, water and sewer charges or other indebtedness?

No

2. Are any of the principals employed by the City of Boston? If so, in what capacity? (Please include name of principal, name of agency or department, and position held in that agency or department).

No

3. Were any of the principals ever the owners of any property upon which the City of Boston foreclosed for his/her failure to pay real estate taxes or other indebtedness?

No

5. Have any of the principals ever been convicted of any arson-related crimes, or currently under indictment for any such crime?

No

6. Have any of the principals been convicted of violating any law, code, statute or ordinance regarding conditions of human habitation within the last three (3) years?

No

Signed under the pains and penalties of perjury this

7th day of April, 2020

SIGNATURE:  \_\_\_\_\_

TITLE: Principal \_\_\_\_\_

ORGANIZATION: Waypoint \_\_\_\_\_

ADDRESS: 5 Broadway Saugus MA 01906 \_\_\_\_\_

**City of Boston (COB) – Property Affidavit Form**

**Instructions:** List all City of Boston properties currently owned, or previously foreclosed upon for failure to pay real estate taxes or other indebtedness, by the applicant or by any other legal entity in which the applicant has had or now has an ownership or beneficial interest. If there are any past due amounts owed to the Department of Neighborhood Development, the Inspectional Services Department, the Treasury Department and/or the Boston Water and Sewer Commission, such **must be paid in full** before: (1) a vote request can be presented to the City of Boston Public Facilities Commission concerning the sale of property to the applicant or any other business entity in which the applicant has an ownership or beneficial interest; OR (2) the commitment of funding to the applicant or any other business entity in which the applicant has an ownership or beneficial interest. Public Facilities Commission votes are not to be requested until the Property Affidavit has been approved and the Legal Unit has signed the Property Clearance Form.

Upon approval, the Property Affidavit will be valid for ninety (90) calendar days from the date it is signed by the Applicant.

For any additional properties that do not fit on this form, attach a spreadsheet. Do not use another property affidavit form. Only one signature page is to be submitted. All entries made on this form must be typed in the form fields provided below.

**Applicant:**

List Addresses of Boston Properties Owned:	PARCEL ID NUMBER
44 N St Boston	0603698000
736-738 East 5th St	0604242000
241 K St	0602317000
245 K St	0602319000
Boston Properties Previously Foreclosed Upon by COB:	PARCEL ID NUMBER

I declare under pains and penalties of perjury that the foregoing representations are true, accurate, complete and correct in all respects.

Tom Pagos  5/22/2020  
 Print Name and Title Authorized Representative's Signature Date

Applicant Contact (If different from above) Telephone Number

**OFFICIAL USE ONLY (Fax the completed form to DND at 635-0262. Delinquency Reported: (If Yes (Y) state the amount owed):**

**Boston Water & Sewer Commission** Y \$ \_\_\_\_\_ N   
 Signature and Date: \_\_\_\_\_  
 Notes: \_\_\_\_\_

**Department of Neighborhood Development** Y \$ \_\_\_\_\_ N   
 Signature and Date: \_\_\_\_\_  
 Notes: \_\_\_\_\_

**Public Works Department** Y \$ \_\_\_\_\_ N   
 Signature and Date: \_\_\_\_\_  
 Notes: \_\_\_\_\_

**Treasury Department** Y \$ \_\_\_\_\_ N   
 Signature and Date: \_\_\_\_\_  
 Notes: \_\_\_\_\_

DND Contact Division Program Phone: ext.

**Conflict of Interest Affidavit Form**

The undersigned hereby certifies, under the pains and penalties of perjury, that neither they, nor those with whom they have business ties, nor any immediate family member of the undersigned, is currently or has been within the past twelve months, an employee, agent, consultant, officer or elected or appointed official of the City of Boston Department of Neighborhood Development. For purposes of this affidavit "immediate family member" shall include parents, spouse, siblings, or children, irrespective of their place of residence.

I declare under penalties of perjury that the foregoing representations are true, correct, accurate, complete and correct in all respects.

WITNESS:

BORROWER:

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

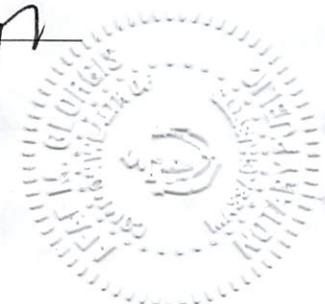
April 7 2020

Then personally appeared the above named Tomasz Pagos, (title) of (organization) and executed the foregoing instrument and acknowledged the foregoing instrument to be (his/her) free act and deed as (title) aforesaid and the free act and deed of (organization), before me.

Name:   
Notary Public

My Commission Expires:

 **AFAF M. GEORGIS**  
Notary Public  
Commonwealth of Massachusetts:  
My Commission Expires  
September 28, 2023





**CITY OF BOSTON  
JOBS AND LIVING WAGE ORDINANCE**

**THE LIVING WAGE DIVISION (617) 918-5236**

**BENEFICIARY AFFIDAVIT**

Any for-profit Beneficiary who employs at least 25 full-time equivalents (FTE) or any not-for-profit Beneficiary who employs at least 100 FTEs who has been awarded Assistance of \$100,000 or more from the City of Boston must comply with the **First Source Hiring Agreement** provisions of the Boston Jobs And Living Wage Ordinance.

*If you are submitting a Request for Proposal, Request for Qualification, or Invitation for Bid, or negotiating a loan, grant, or other financial Assistance that meets the above criteria, you must submit this Affidavit along with your proposal. If you believe that you are exempt from the First Source Hiring Agreement provisions of the Boston Jobs And Living Wage Ordinance, complete Section 4: Exemption: First Source Hiring Agreement provisions, or if you are requesting a General Waiver, please complete Section 5: General Waiver Reason(s).*

**IMPORTANT:** Please print in ink or type all required information. Assistance in completing this Form may be obtained by calling The Living Wage Administrator, The Living Wage Division of the Office of Workforce Development, telephone: (617) 918-5236, facsimile: (617) 918-5299.

**Part 1: BENEFICIARY OF ASSISTANCE INFORMATION:**

Name of Beneficiary: Tomasz Pagos

Contact Person: Tomasz Pagos

Address: 5 Broadway Street

City Saugus  
Zip 01906

Telephone #: 617-922-8337 Fax #: \_\_\_\_\_

E-Mail: tpagos@waypointcompanies.com

**Part 2: ASSISTANCE INFORMATION:**

Name of the program or project under which the Assistance is being awarded:

\_\_\_\_\_ Awarding Department: \_\_\_\_\_

6/15

Bid or Proposal Amount: \$ \_\_\_\_\_

Date Assistance Documents Executed: \_\_\_\_\_ Award End Date: \_\_\_\_\_

Duration of Award:  1 year  2 years  3 years  Other: \_\_\_\_\_ (years)

**PART 3: ADDITIONAL INFORMATION**

Please answer the following questions regarding your company or organization:

1. Your company or organization is: *check one*:

For Profit  Not For Profit

2. Total number of employees whom you employ: \_\_\_\_\_

3. Total number of employees who will be assigned to work on the above-stated Award: \_\_\_\_\_

4. Do you anticipate hiring any additional employees?

Yes  No

*If yes*, how many additional F.T.E.s do you plan to hire? \_\_\_\_\_

**PART 4: EXEMPTION FROM FIRST SOURCE HIRING AGREEMENT PROVISIONS OF THE BOSTON JOBS AND LIVING WAGE ORDINANCE**

Any Beneficiary who qualifies may request an Exemption from the First Source Hiring Agreement provisions of the Boston Jobs And Living Wage Ordinance by completing the following:

I hereby request an exemption from the First Source Hiring Agreement provisions of the Boston Jobs And Living Wage Ordinance for the following reason(s): Attach any pertinent documents to this Application to prove that you are exempt. Please check the appropriate box(es) below:

- The construction contract awarded by the City of Boston is subject to the state prevailing wage law; and
- Assistance awarded to youth programs, provided that the award is for stipends to youth in the program. "Youth Program" means any city, state, or federally funded program which employs youth, as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program; and
- Assistance awarded to work-study or cooperative educational programs, provided that the Assistance is for stipends to students in the programs; and
- Assistance awarded to vendors who provide services to the City and are awarded to vendors who provide trainees a stipend or wage as part of a job training program and provides the trainees with additional services, which may include but are not limited to room and board, case management, and job readiness services, and provided further that the trainees do not replace current City funded positions.

(6/15)

Please give a full statement describing in detail the reasons you are exempt from the First Source Hiring Agreement provisions the Boston Jobs And Living Wage Ordinance (attach additional sheets if necessary):

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**PART 5. GENERAL WAIVER REASON(S)**

I hereby request a General Waiver from the First Source Hiring Agreement provisions of the Boston Jobs And Living Wage Ordinance. The application of the First Source Hiring Agreement provisions to my Assistance violates the following state or federal statutory, regulatory or constitutional provision or provisions.

State the specific state or federal statutory, regulatory or constitutional provision or provisions, which makes compliance with the First Source Hiring Agreement provisions unlawful:

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**GENERAL WAIVER ATTACHMENTS:**

Please attach a copy of the conflicting statutory, regulatory or constitutional provisions that makes compliance with this ordinance unlawful.

Please give a full statement describing in detail the reasons the specific state or federal statutory, regulatory or constitutional provision or provisions makes compliance with the First Source Hiring Agreement provisions unlawful (attach additional sheets if necessary):

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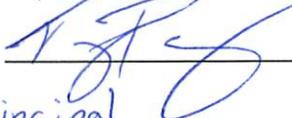
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**PART 6: BENEFICIARY OF ASSISTANCE AFFIDAVIT:**

I, (print or type) Tomasz Pagos, the Beneficiary, certify and swear/affirm that the information provided on this **Beneficiary Affidavit** is true and within my own personal knowledge and belief.

Signed under the pains and penalties of perjury.

SIGNATURE:  DATE: 4-7-20

TITLE: Principal

### CHAPTER 803 DISCLOSURE STATEMENT FORM

In compliance with Chapter 60, Section 77B of the Massachusetts General Laws as amended by Chapter 803 of the Acts of 1985, I hereby certify that I have never been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the fraudulent filing of a claim for fire insurance; nor am I delinquent in the payment of real estate taxes in the City of Boston, or being delinquent, an application for the abatement of such tax is pending or a pending petition before the appellate tax board has been filed in good faith.

This statement is made under the pains and penalties of perjury this 7<sup>th</sup> day  
of April, 2020  
Month Year

  
\_\_\_\_\_  
Proposer Signature Tomasz Pagos

\_\_\_\_\_  
Co-Proposer Signature (If Applicable)