

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager on behalf of the City of Lowell to enter into a Lease Agreement with Eastern Bank with a principal place of business at 265 Franklin Street, Boston, MA 02110, for property located at 50 Central Street, Lowell, MA 01852.

The City of Lowell issued its request for proposals for rental of commercial office space for the purpose of housing a community police substation in the Downtown area; and

Eastern Bank is the owner of the premises at 50 Central Street, Lowell, Massachusetts; and

The City of Lowell has accepted the proposal by Eastern Bank.

BE IT VOTED BY A TWO-THIRDS VOTE BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

The City Manager is hereby authorized on behalf of the City of Lowell to execute said Lease Agreement with Eastern Bank, for property located at 50 Central Street, Lowell, MA 01852; and

BE IT FURTHER VOTED:

Eastern Bank has agreed to lease the commercial unit located at 50 Central Street in Lowell, MA, to the City for a period from May 1, 2019 to April 30, 2022.

The LESSEE shall pay to the LESSOR an amount not to exceed SEVENTY SEVEN THOUSAND TWO HUNDRED SEVENTY TWO AND 00/100 (\$77,272.00) DOLLARS during the entire lease period, subject to annual appropriation.

1st year-	-	\$25,000.00 (\$2,083.33 per month - \$25.00 per s.f.)
2nd year	-	\$25,750.00 (\$2,145.83 per month - \$25.75 per s.f.)

3rd year - \$26,522.00 (\$2,210.20 per month - \$26.52 per s.f.)

The City of Lowell shall, at its sole discretion, have the option to renew this lease for one additional two year-term commencing May 1, 2022 and terminating April 30, 2024, on the same terms and conditions set forth in the 3rd year of this Lease.

Said Lease Agreement shall be in the form or substantially the form attached hereto, marked "A"

BE IT FURTHER VOTED:

That the Lease Agreement shall contain such other terms and conditions as the City Manager deems to be in the best interest of the City of Lowell.

V:policeprecinct-downtown.easternbank

LEASE

THIS INDENTURE made this 26th day of March, 2019, by and between EASTERN BANK, having an address of 265 Franklin Street, Boston, MA 02110, Suffolk County, Commonwealth of Massachusetts, hereinafter called the LESSOR, which term shall be deemed to mean and include its heirs, executors, administrators, successors and assigns whenever the context hereof so requires or admits, and CITY OF LOWELL, a municipal corporation duly established by law and located in Middlesex County and said Commonwealth, acting by and through its Superintendent of Police, hereinafter called "LESSEE", which term shall be deemed to mean its heirs, executors, administrators, successors and assigns whenever the context hereof so requires or admits.

1. PREMISES

Subject to the terms and provisions herein contained, LESSOR hereby agrees to lease to LESSEE the following described premises at 50 Central Street, Lowell, Massachusetts, 01852, with 400 square feet being at street level and 600 square feet at the mezzanine level containing a total of approximately 1,000 square feet, together with the right to use in common with others entitled thereto, at no additional rent, the second floor conference room, hallways, stairways, and elevators, necessary for access to said leased premises, and lavatories nearest thereto.

2. USE OF THE LEASED PREMISES

LESSEE shall use the leased premises for the purpose of a COMMERCIAL OFFICE SPACE FOR THE PURPOSE OF HOUSING A COMMUNITY POLICE SUBSTATION IN THE DOWNTOWN AREA.

3. TERM

The term of this lease shall be for three (3) years, commencing May 1, 2019 and terminating April 30, 2022, subject to annual appropriation. The Request for Proposals, the Specifications, and the Proposal, annexed hereto and marked "A", "B", and "C", respectively, are made a part of this Lease.

4. RENT

The LESSEE shall pay to the LESSOR an amount not to exceed SEVENTY SEVEN THOUSAND TWO HUNDRED SEVENTY TWO AND 00/100 (\$77,272.00) DOLLARS during the entire lease period, subject to annual appropriation. Such payments shall be made in accordance with the provisions of Section 15 of this lease, as follows:

1st year-	-	\$25,000.00 (\$2,083.33 per month - \$25.00 per s.f.)
2nd year	-	\$25,750.00 (\$2,145.83 per month - \$25.75 per s.f.)
3rd year	-	\$26,522.00 (\$2,210.20 per month - \$26.52 per s.f.)

In the absence of appropriation, this Lease shall be terminated by the City immediately without liability of the City for damages, penalties, or other charges arising from early termination.

Until further notice such monthly payments shall be made to:

Eastern Bank
195 Market Street
Lynn, MA 01901

5. OPTION TO RENEW

LESSEE shall, at its sole discretion, have the option to renew this lease for one additional two year-term commencing May 1, 2022 and terminating April 30, 2024, on the same terms and conditions set forth in the 3rd year of this Lease.

6. LESSEE'S COVENANTS

LESSEE hereby covenants and agrees to the following:

(a) To pay the rent, and other charges as herein reserved, promptly during the term hereof and for such further time as LESSEE shall hold the leased premises.

(b) The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and materials furnished to LESSEE or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

(c) To keep the leased premises and all appurtenances thereto in as good order and condition as they may be upon the commencement of the term hereof, ordinary use and wear, damage by accidental fire or unavoidable casualty only excepted; and to keep and maintain in good order and condition all glass in the leased premises and in the event of damage thereto to replace with glass of equal quality within twenty-four (24) hours. LESSEE acknowledges that the leased premises are now in good order and the glass whole.

(d) To make arrangements for and shall pay when due all charges for telephone services which are attributable to the leased premises and to save the LESSOR harmless from any damage or failure to so pay.

(e) That the LESSEE shall not do, or suffer to be kept, or omit to do anything in, upon or about the leased premises which may prevent the LESSOR from obtaining, or cause the revocation of, any government license, permit, certificate of right or authority, or other document necessary for the LESSOR to operate the building of which the leased premises is a part. If as a direct or indirect result of the LESSEE's business, an addition to or change in the facilities of the building of which the leased premises is a part shall be required by law, ordinance, by-law or other governmental regulation, the addition or change shall be installed and paid for entirely by LESSEE.

(f) That the LESSEE will not make or suffer to be made any strip or waste of the leased premises, nor lease, nor sublease or assign, nor permit them to be used by any other persons except with written consent of the LESSOR, which shall not be unreasonably withheld.

(g) To comply with all laws, orders, regulations, ordinances and the like of any governmental authority with respect to its operation, occupation and use of the leased premises without expense to the LESSOR.

(h) That the LESSEE shall not do, or suffer to be done, or keep, or suffer to be kept, or omit to do anything in, upon or about the leased premises which may prevent the obtaining of any insurance including, but without limitation, fire extended coverage, and public liability insurance, on the leased premises or any other premises in the building of which the leased premises is a part or on any property therein, or which may make void or voidable such insurance or which may create any extra premiums for, or increase the rate of, any such insurance.

If anything shall be done or kept, or omitted to be done, in, upon or about the leased premises which shall create any extra premiums for, or increase the rate of, any such insurance, the LESSEE will pay the increased cost of the same to the LESSOR on demand.

(i) Neither the LESSOR nor the LESSEE shall be liable to the other for any business interruption or any loss or damage to the property or injury to or death of persons occurring at the leased premises or the premises of which the leased premises is a part, or any manner growing out of or connected with the LESSEE's use and occupancy of the leased premises, or the condition thereof, or the premises of which the leased premises is a part, whether or not caused by the negligence or other fault of the LESSOR or the LESSEE or their respective agents, employees, sub-tenants, licenses or assignees. This release shall apply only to the extent that such business interruption, loss or damage to property, or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects the LESSOR or the LESSEE or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either the LESSOR or the LESSEE than would have existed in the absence of this Paragraph. This release shall be in effect only so long as the applicable insurance policies contain a clause to the effect that this release shall not affect the right of the insured to recover under such policies. Such clauses shall be obtained by the parties whenever possible.

(j) That all furniture, fixtures, machinery, inventory and all other personal property of every nature belonging to the LESSEE or its agents, or servants or which may be at any time during the term hereof upon the leased premises, shall be at the sole risk of the LESSEE.

(k) The LESSEE shall not dump, flush, or in any way introduce any hazardous substances or any other toxic substances into the sewage or other waste disposal system serving the premises; or generate, store or dispose of hazardous substances in or on the premises or dispose of hazardous substances from the premises to any other location except in compliance with the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Sec. 6901 et seq., the Massachusetts Hazardous Waste Management Act, M.G.L. c.21C, as amended, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, M.G.L. c.21E, as amended, and all other applicable codes, regulations, ordinances and laws; and to notify LESSOR of any incident which would require the filing of a notice under Chapter 232 of the Acts of 1982; and to comply with the orders and regulations of all governmental authorities with respect to zoning, building, fire, health, environmental and other codes, regulations, ordinances or laws applicable to the premises. "Hazardous Substances" as used in this Paragraph shall mean "Hazardous Substances" as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 and regulations adopted pursuant to said Act. LESSEE shall provide LESSOR with such information legally required by governmental authorities as LESSOR may reasonably request from time to time with respect to compliance with this Paragraph.

(l) The LESSEE shall not assign, mortgage, or encumber this Lease, nor sublet or permit the leased property or any part thereof to be used by others, without the prior written consent of the LESSOR in each instance.

(m) LESSEE shall not injure, overload, deface or otherwise harm the premises; nor commit any nuisance; nor permit the emission or release of any objectionable chemical substance, noise, vibration or odor; nor make allow or suffer any waste; nor make any use of the premises which is improper, offensive or contrary to any law or ordinance or which will invalidate any of LESSOR's insurance or LESSEE's insurance required hereunder.

(n) LESSEE shall defend, with counsel approved by LESSOR all actions against LESSOR, any partner, trustee, stockholder, officer, director, employee or beneficiary of LESSOR, holders of mortgages secured by the premises and any other party having an interest in the premises (Indemnified Parties) with respect to, and to 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 attorney's fees and expenses) causes of action, suits, claims, damages or judgments of any natures (a) to which any Indemnified Party is subject because of the wrongful act or negligent conduct of LESSEE before or during the term of this Lease, or (b) arising from (i) injury to or death of any person or damage to or loss of property, on the premises or on adjoining sidewalks, streets or ways, negligently or wrongfully caused by LESSEE during the term of this Lease, unless caused by the negligence of LESSOR or its servants or agents, or (ii) violation of this Lease by LESSEE. The Parties acknowledge that LESSEE's liability is determined pursuant to M.G.L. c. 258.

(o.) The LESSEE agrees that this Lease and the LESSEE's interest in the premises shall be subject and subordinate to any and all mortgages given by the LESSOR to recognized lending institutions, covering the real estate of which the premises are a part, and to any renewal, modification, consolidation, replacement, and extension thereof. Upon the request of the LESSOR, the LESSEE shall promptly execute any documents required by the LESSOR or lending institutions for the purpose of confirming said subordination.

7. LESSOR'S COVENANTS

The LESSOR hereby covenants and agrees as follows:

(a) That the LESSOR has good right to lease the said premises, and that if the LESSEE shall faithfully perform and observe all of his undertakings in this Lease contained, LESSEE shall peaceably hold the same premises without molestation, hindrance or eviction by the LESSOR.

(b) So long as the LESSEE shall perform and observe all the covenants, agreements and undertakings of this Lease on the LESSEE's part to be performed and observed, the LESSEE shall have quiet, peaceful, and uninterrupted use and enjoyment of the premises.

(c) The LESSOR shall, at its sole cost and expense, make all necessary repairs to the exterior of the building in which the premises are located and to common areas thereof. The LESSOR shall, at its sole cost and expense, also make necessary repairs to the interior of the building, which may be of structural nature.

(d) Any alterations or rearrangements within the demised premises shall be performed only with the written consent of the LESSOR. At LESSOR's option, any work involved in such alterations or rearrangements shall be performed by the LESSOR and the reasonable costs thereof shall be paid by the LESSEE upon presentation of a bill.

(e) The LESSOR shall furnish the necessary heat and air conditioning for the premises, subject to any interruptions of use caused by mechanical failure, lack of materials or other conditions beyond the control of the LESSOR. The LESSOR shall maintain and keep in good repair the furnaces, boilers, air conditioning, heating, electrical and plumbing systems, and the pipes and equipment connected thereto or used therewith.

(f) The LESSOR shall be responsible for the removal of snow from all alley ways in front of and adjoining the building in which the premises are located including passageways, entrance, sidewalks, common areas and public areas abutting land upon which the building is situated, as well as parking areas.

(g) To maintain in good order and condition during the term of this Lease the roof, walls and structural parts of the leased premises, including the sprinkler system (if any), located in the premises upon the commencement of the term hereof.

(h) To maintain in good and proper condition the heating apparatus and air-cooling system installed in the leased premises. In the event that the heating or air-cooling systems or any of their appliances shall be damaged or injured or not in the proper working condition, the LESSOR shall forthwith make such repairs as may be needed and restore the systems to a good working condition. On default of the LESSOR in making such repairs, the LESSEE may, but shall not be required to, make such repairs for the LESSOR's account, and the expense thereof shall be an offset and a deduction from the rent.

8. MUTUAL COVENANTS

It is mutually agreed and understood between the parties:

(a) The LESSEE shall, prior to the installation or erection of any sign, size, construction and placement thereof, obtain the approval of the LESSOR, which approval however and consent shall not be unreasonably withheld. All such signs shall be maintained by the LESSEE in a neat and orderly condition. The LESSEE shall pay in full upon demand that portion of municipal real estate taxes attributable to any such signs.

(b) On default of either LESSEE or LESSOR in making repairs or replacements for either LESSEE's or LESSOR's account, and the expense thereof shall be an offset to or addition to any rent due from LESSEE to LESSOR.

9. 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 rent shall be made, and the LESSEE may elect to terminate this lease if:

(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or

(b) 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.

10. DEFAULT AND BANKRUPTCY

In the event that:

(a) the LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) 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 twenty (20) 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 LESSEE's property for the benefit of creditors, or

(d) the LESSEE shall abandon the demised premises or suffer this Lease to be taken under any writ of execution, then LESSOR, in addition to any and all rights or remedies it may have, shall have the immediate right to re-entry and may peaceably remove all persons and property from the demised premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE, or to retain same under LESSOR's control or to sell at public or private sale and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property, all without service of notice or resort to legal process and all without being deemed guilty of trespass or becoming liable for any loss which may be occasioned thereby.

Should LESSOR elect to re-enter as herein provided or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may from time to time without terminating this Lease, make such alterations and repairs as may be necessary to re-let the demised premises, and re-let said demised premises or any party thereof for such term or terms and at such rental or rentals which are reasonable. Upon each such re-letting all rentals received by the LESSOR from such re-letting shall be applied in the order set forth below:

(1) To the payment of any indebtedness other than rent due hereunder from LESSEE to LESSOR.

(2) To the payment of any costs and expenses of such re-letting including brokerage fees, attorneys' fees and costs of such alterations and repairs.

(3) To the payment of rent due and unpaid hereunder.

(4) The balance, if any, shall be held by the LESSOR and applied in payment of future rents or expenses if the same may become due and payable in accordance with the order set forth above.

If such rentals received from such re-letting during any month shall be less than the amount to be paid during that month by LESSEE pursuant to this Lease, then LESSEE shall pay to LESSOR any such deficiency, said deficiency to be calculated and paid monthly. No such re-entry or taking possession of the demised premises by LESSOR shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to LESSEE or unless the termination of this Lease shall be decreed by a Court of competent jurisdiction.

Notwithstanding any such re-letting without termination, LESSOR may at any time thereafter elect to terminate this Lease for any breach. In addition to any other remedies it may have, it may recover from LESSEE all damages it may incur by reason of such breach, including the worth at the time of such termination of the excess, if any, of the amount of rent, including additional rent, reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder for said stated term, all of which accounts shall be immediately due and payable by LESSEE to LESSOR.

11. 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, registered or certified mail, return receipt requested, postage prepaid, 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, addressed to the LESSOR at 195 Market Street, Lynn, MA 01901.

12. LESSOR'S ACCESS

The LESSOR or agents of the LESSOR may, at reasonable times, enter or view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

13. SURRENDER

The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE's goods 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). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in the same condition as they were at the commencement of the term, or as they were put during the term thereof, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control.

14. CONSTRUCTION AND GOVERNING LAW

This Lease is made in the Commonwealth of Massachusetts for premises located in Massachusetts and is to be construed in accordance with the Laws of the Commonwealth of Massachusetts.

15. ADDITIONAL PROVISIONS

- (a) LESSEE will be responsible for all signs.
- (b) The LESSOR agrees that its attention has been called to the provisions of the "Reserve System" Ordinance of the City of Lowell, which is now incorporated in the "The Code of Ordinances City of Lowell, Massachusetts", passed by the City Council on December 23, 2008 and Amendments Thereto and that each purchase order, so-called, issued in accordance with Section 28-32 of said Code to cover the services to be rendered under this Agreement shall be made a part hereof by reference. It is further agreed that no obligation shall be considered to

have incurred under this Agreement unless and until a purchase order shall have been duly issued and approved.

And further, that the obligation incurred shall be limited to the amount set forth in purchase order or purchase orders duly issued and approved.

16. The undersigned certifies under penalties of perjury that all municipal fees, including real estate taxes, due and owing to the City of Lowell have been paid in full.

IN WITNESS WHEREOF, the parties have hereto and to a duplicate and triplicate hereof, caused their corporate seals to be affixed and these presents, together with said duplicate and triplicate, to be signed in their name and behalf by their duly authorized officers the day and year first above written.

LESSEE:

LESSOR:

City of Lowell
Raymond Kelly Richardson
Superintendent of Police

Eastern Bank

Federal I.D. or Social Security No.

APPROVED AS TO FORM:

APPROVED:

Christine P. O'Connor
City Solicitor

Eileen M. Donoghue
City Manager

Date: _____

Bryan Perry
City Auditor

P. Michael Vaughn
Chief Procurement Officer

Ad Number Ad Type
 0001586708-01 CLS Liner

Production Method Production Notes
 AdBooker

External Ad Number Ad Attributes Ad Released Pick Up
 No

Ad Size Color
 1 X 42 li

WYSIWYG Content

CITY OF LOWELL
 LOWELL POLICE LEASE,
 SPACE FOR SUBSTATION
 RFP 19-50

The City of Lowell Police Department requests sealed proposals for the rental of commercial police space for the purpose of housing a community police substation in the Downtown area of the City of Lowell, in strict accordance to the attached specification. This will be a three (3) year lease with a one (1) year option, for approximately 1,000 square feet required by May 1, 2019. Sealed proposals will be received at the Office of the City of Lowell Purchasing Agent, City Hall, Room 600, 375 Merrimack St., Lowell, MA 01852 until 11:00 a.m. on March 8, 2019. Information regarding this project may be obtained by contacting P. Michael Vaughn, Chief Procurement Officer-Purchasing Agent, City of Lowell, (978) 970-4118, at the above address, E-mail pmvaughn@lowellma.gov or from the City of Lowell website at www.lowellma.gov/purchasing

\$389.76

February 6 & 27, 2019

<u>Run Date</u>	<u>Product</u>	<u>Placement</u>	<u>Rate</u>	<u>Sched Cst</u>	<u>Disc/Prem</u>	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
02/06/2019	The Sun	Legal	\$37.62 per Inch	\$175.56	\$0.00	\$0.00	\$0.00	\$0.00	\$175.56
02/06/2019	LS SunMedia	Legal	\$4.14 per Inch	\$19.32	\$0.00	\$0.00	\$0.00	\$0.00	\$19.32
02/27/2019	LS SunMedia	Legal	\$4.14 per Inch	\$19.32	\$0.00	\$0.00	\$0.00	\$0.00	\$19.32
02/27/2019	The Sun	Legal	\$37.62 per Inch	\$175.56	\$0.00	\$0.00	\$0.00	\$0.00	\$175.56

"A"



HOME DIRECTIONS CONTACT US

Search sec.state.ma.us Search

Real property submission confirmation

<p>The following Real Property submission was successfully received. Planned date of publish is 2/6/2019</p>	
<p>Awarding Agency</p>	
Agency Name and Address:	Lowell, City of 375 Merrimack Street Lowell, MA 01852
Project Number:	RFP 19-50
Proposal Deadline Date:	03/08/2019 Time: 11:00am
<p>Contact Information</p>	
Name:	P. Michael Vaughn
Phone:	978-970-4110 Fax:
Email Address:	pimvaughn@lowellma.gov
<p>Notify email address listed when final publish date assigned.</p>	
<p>Contract Information</p>	
Transaction Terms:	Acquisition: Lease Disposition: Not Chosen
Project:	City of Lowell Police Department requests sealed proposals for the rental of commercial office space for the purpose of housing a community police substation in the Downtown area of the City of Lowell, in strict accordance to the attached specification. This will be a three (3) year lease with a one (2) year option, for approximately 1,000 square feet required by May 1, 2019.
Estimated Value, Source of Valuation:	
Additional Information:	
<p>This page can be printed for your records.</p> <p> <input type="button" value="Add Another"/> <input type="button" value="Return To Menu"/> </p>	

William Francis Galvin, Secretary of the Commonwealth of Massachusetts

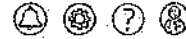
[Terms and Conditions](#)



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Open Market Bid BD-19-1151-PCH01-PCH01-35127

General Items Address Accounting Routing Attachments Notes Bidders Questions Amendments Q & A Reminders Summary

Header Information

Bid Number:	BD-19-1151-PCH01-PCH01-35127	Description:	Lease Police Substation	Status:	
Purchaser:	P. Michael Vaughn	Minor Status:		How Solicited:	
Organization:	City of Lowell	Department:	PCH01 - Purchasing	Location:	
Fiscal Year:	19	Allow Electronic Quote:	No	Required Date:	
Show On Web:	Yes	Available Date:	02/06/2019 09:00:00 AM		
Bid Opening Date:	03/06/2019 11:00:00 AM	Informal Bid:	No		
Purge Date:	03/01/2019	Estimated Cost:	\$0.00	Print Description:	
Bid Type:	Open Bid	Purchase Method:	Open Market	Catalog ID (if available):	
Control Code:		Blanket/Contract End Date:		Type Code:	
Alternate ID:		Bulletin Desc:		Pre-Bid Conference:	
Blanket/Contract Begin Date:		Acknowledge Inclusion required:	No	Hour of Acknowledgment:	
Info Contact:		Quote Notification:	No		
U N S P S C Code Certified Required:	No	User Last Updated:	P. Michael Vaughn	Item Single A:	
Subcontractor Info:		Bill-to Address:	Michael Vaughn 375 Merrimack Street Rm. 60 Lowell, MA 01852 US Email: pmvaughn@lowellma.gov Phone: (978)970-4110 FAX: (978)970-4114	Print Format:	
Date Last Updated:	01/31/2019 01:33:38 PM	Allow vendors to submit multiple / alternate quotes:	No		
Ship-to Address:	Michael Vaughn 375 Merrimack Street Rm. 60 Lowell, MA 01852 US Email: pmvaughn@lowellma.gov Phone: (978)970-4110 FAX: (978)970-4114				
Solicitation Enabled:	No				
Invoice Method:	Three Way Match				

Attachments

Files:
Forms:

Item Information

Item # 1: City of Lowell Police Department requests sealed proposals for the rental of commercial office space for the purpose of housing a community police substation in the City of Lowell, in strict accordance to the attached specification. This will be a three (3) year lease with a one (1) year option, for approximately 1,000 square feet required by M...

U N S P S C Code: 80-13-00
Real estate services

Disable Pricing On Quote	Qty	Unit Cost	UOM	Total Discount Amt	Tax Rate	Tax
No	1.0	\$0.00 EA	Each	\$0.00		
Manufacturer:			Brand:			Model:
Make:			Packaging:			

Account Code

Amount

There is no item accounting available for this item.

Pre-Bid Approval Path:

Current Org: City of Lowell = | January 31, 2019 1:33:41 PM EST

**City of Lowell
Purchasing Department
City Hall, 375 Merrimack Street, Room 60
Lowell, Massachusetts 01852**

Project Name: **DOWNTOWN POLICE SUBSTATION LEASE**
RFP No.: **19-50**
Date: **February 6, 2019**
Buyer: **P. Michael Vaughn**
Tel. No.: **978-970-4110**
Fax No.: **978-970-4114**
Email: **pmvaughn@lowellma.gov**

The City of Lowell Police Department requests sealed proposals for the rental of commercial office space for the purpose of housing a community police substation in the Downtown area of the City of Lowell, in strict accordance to the attached specification. This will be a three (3) year lease with a one (2) year option, for approximately 1,000 square feet required by May 1, 2019. The option year will be exercised at the City's sole discretion. To assist the City in this effort, the City is issuing this Request for Proposals ("RFP") to solicit responses from qualified Bidders who can meet the project requirements stated herein.

DUE DATE

Sealed bids will be publicly opened on **Friday March 8, 2019** at City Hall in the Purchasing Department, Room 60, 375 Merrimack Street, Lowell, MA 01852, at 11:00 AM, EST/EDST, for the work described herein. **BIDDERS ARE REQUIRED TO SUBMIT A BID INCLUDING ALL BID FORMS CONTAINED IN THIS PACKAGE. DO NOT REMOVE PAGES.**

CLARIFICATIONS OF SPECIFICATIONS

Any request for clarification to, or relief from, the specifications, must be submitted in writing to the attention of the assigned Buyer at the Purchasing Department's office no later than **Thursday, February 21, 2019** at 5:00PM.

Should the City make changes to any specification, stipulation, requirement, or procedure, notification will be made to all Bidders in the form of written Addenda. No officer, agent, or employee of the City is authorized to amend any provision contained in this RFP, including the specifications, unless such amendment is issued as an Addendum and sent to all Bidders in accordance with this Section (Clarification of Specifications). Bidder is required to acknowledge all addenda.

APPROPRIATION CONTINGENCY

If the City fails to appropriate operating funds, or if funds are not otherwise made available for the continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated. The City's fiscal year begins July 1st.

SECTION I. NOTICE TO PROPOSERS

- A. Proposals must be submitted in a sealed envelope which is plainly marked: "RFP 19-50 LEASE OF SPACE FOR DOWNTOWN POLICE SUBSTATION". The City of Lowell will not be responsible for the premature opening of any bid not so marked.

"B"

SECTION II. GENERAL CONDITIONS

A. SCOPE

1. A statement indicating that the property meets the minimum criteria stated in the specifications.
2. A statement indicating the exact location of the property and the parking area provided for the lessee.
3. Additional statements describing how each of the comparative criteria are provided by the rental property.
4. A list containing the names and phone numbers of three former or existing lessees that may be contacted as references.
5. A floor plan of the property as it exists, or as it will be after alteration. The plan must show all existing areas, including spaces listed in the specifications, bathrooms, entrances, and common areas.

B. REQUIREMENTS

1. Proposers shall furnish all information requested on the proposal form.
2. Each proposer shall return one (1) copy of the proposal sheet entitled "Proposal – Rental of Office Space" and one (1) signed copy of the Certificate of Non-Collusion."
3. Each proposal must be signed by an authorized agent of the proposer.
4. Each proposer must submit a Disclosure of Beneficial Interests as per M.G.L.c.7 §40J.

C. COMPETENCY OF BIDDERS

1. Proposer shall have proven experience in lease of property and property management and shall have sufficient capital to properly execute the contract for the full period.
2. Proposals will be considered only from responsible firms currently engaged in property management.
3. The City of Lowell, acting through its authorized representative, shall be the sole judge of the qualifications of the proposer.

D. GENERAL

1. Any questions as to interpretation of these specifications shall be referred to P.M. Vaughn, Chief Procurement Officer of the City of Lowell.
2. The successful proposer shall not assign, transfer or sublet this contract unless specific permission to do so is granted in writing by the City of Lowell. Any such person or agency thus assuming the contract may be required by the City of Lowell to execute an amendment to the contract assuming all obligations held by the contractor under the original contract and shall comply with all provisions of the original contract.
3. The rental contract shall be subject to annual appropriation and funding.
4. No proposal may be withdrawn for a period of 60 days following the proposal opening date.
5. If any changes are made to this Request for Proposal, an addendum will be issued. Addenda will be mailed or faxed to all proposers on record as having received the Request for Proposal.
6. A proposer may correct, modify, or withdraw a bid by written notice received by the P.M. Vaughn, Chief Procurement Officer of the City of Lowell, prior to the time and date set for the bid opening. Request for Proposal modifications must be submitted

in a sealed envelope clearly labeled "Modification No. _____". Each modification must be numbered in sequence, and must reference the original Request for Proposal.

E. VISITATION

The Committee will, prior to making a recommendation of successful proposer, visit the proposed property and evaluate the property in accordance with the comparative criteria.

F. MINIMUM CRITERIA

1. Property Location

The property proposed for rent must be entirely located within the City of Lowell, preferable in the heart of Downtown business district. The specific boundaries must fall within the Downtown neighborhood

2. Property Specifications

- Premises must be ready for occupancy May 1, 2019
- A minimum of 1,000 square feet, which includes open area office space capable of accommodating multiple workstations if needed, (3) private enclosed offices, 1 conference room and one store front desk visible to the street.
 - a. 1st floor – minimum 400 sq ft front desk area visible to street
 - b. Either 1st or 2nd floor – each office minimum 120 sq ft, conference room minimum 96 sq ft, restrooms
 - c. All offices must have locking doors
 - d. If proposer is offering space on multiple floors, it must also have an elevator
- Must have street level entrance with glass window storefront and must be handicap accessible.
- Offices should be furnished with a desk and a chair and the conference room furnished with a table and chairs.
- Facilities must be available for day, evening and weekend use (7-day, 24-hour)
- Must have easy access for the community and high community visibility
- Must include a restroom
- Heat and air conditioning must be provided and kept in good working order.
- Must maintain, keep in good repair and replace when necessary; stairways, common structural supports, roof, foundation, plumbing, windows, doors, air condition system, and the exterior walls and common areas and public areas abutting land upon which the building is situated, as well as parking areas
- Must remove snow and ice from passageways, entrance, sidewalks, common areas and public areas abutting land upon which the building is situated, as well as parking areas.
- Must carry adequate fire and extended coverage insurance on the building of which the leased premises are a part
- Property taxes and any and all fees due the City of Lowell must be current and all property owned by proposers must be free of tax liens as of proposal date and thereafter

COMPARATIVE CRITERIA

Include descriptions of the following:

Location on a main street in the City of Lowell

Physical space and its design. Parking provided for general community, non LPD staff

Highly Advantageous	Advantageous	Not Advantageous	Unacceptable
Space			
Commercial carpeting or hardwood flooring. Neutral color. Easily maintained, excellent quality for office space All walls newly painted Neutral color, white, lt gray preferred	Recently new within 3-5 years and professionally cleaned just prior to occupancy. Neutral color. Easily maintained, good quality for office space All walls are pristine, no visible marks and painted within past 5 years and neutral color	More than 5 years old. Color that is not neutral. Difficult to maintain, poor quality for office Walls have not been painted in past 5 years, no visible marks and neutral in color	Carpeting or Hardwood floors in poor condition Walls not painted; dirty, marked walls
Glass Windows Storefront on streetlevel			Storefront without windows and/or not on street level
Utilities			
Owner to include in lease on gross basis		Owner to have separate meters	Owner has no separate meters and does not include in lease
Parking			
Parking available adjacent to building	1/10 of a mile or less to building	More than 1/10 but less than ¼ of a mile away	More than ¼ of a mile away.
Communication			
Owner must allow City to install all needed data and phone lines			Owner does not allow City to install all needed data and phone lines

SECTION V. SUBMISSION REQUIREMENTS

Interested firms must submit the following information based on the scope of work and selection criteria outlined in earlier sections.

All proposals must be submitted in 8 ½" X 11" sheets of paper. Proposal submission must include one original and one (1) copy of the proposal. Proposal should be submitted and clearly label with the following:

Title: NON-COST PROPOSAL - PROPOSAL FOR RENTAL FOR PRECINCT
From: Name and Address of Proposer
To: P. Michael Vaughn, Chief Procurement Officer
Purchasing Department
375 Merrimack Street, Room 60
Lowell, MA 01852

The City of Lowell reserves the right to reject any and all Proposals that do not meet the submission requirements, minimum and comparative criteria.

Each proposal **must contain**, as a minimum, the following documents:

I. NON-COST PROPOSAL **TRANSMITTAL LETTER**

Each proposal shall include a letter of transmittal, not to exceed two pages in length, which bears the signature of an authorized representative of the prime contractor and designates by name not more than two (2) individuals who will execute the contract with Lowell on behalf of the prime contractor. The letter of transmittal shall also state that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.

The letter of transmittal may also briefly set forth any particular non-cost information the proposer wishes to bring to the City of Lowell's attention and **MUST NOT IDENTIFY ANY INFORMATION IN THE COST PROPOSAL.**

NARRATIVE

Please include a narrative of five pages maximum discussing your qualifications that should be considered by the City in reaching a decision. Please incorporate the following questions in your text:

General Company Information

- When was your company founded and under what names has it operated?
- Is this company a subsidiary of another company? If so provide name of parent company.
- Has this company or product been purchased from another company? If so provide name of company, name of product and date of acquisition.

Property Information

Each proposal must include, as a minimum, the following documents:

- A statement indicating that the property meets the minimum criteria stated in the specification. The proposer must also state in detail how those criteria are presently met, or if alterations are needed, how the criteria will be met in full as of the projected dates of occupancy of May 1, 2019
- A statement indicating the exact location of the property(s) and the parking area proposed for the lessee.

- Additional statements describing how each of the comparative criteria is provided by the rental property(s).
- A listing containing the names and phone numbers of three former or existing lessees that may be contacted as references.
- A floor plan of the property as it exists or as it will be after alteration. The plan must show all areas, including spaces listed in the specifications, bathrooms, entrances and common areas.
- A detailed statement as to what finishes shall be provided along with samples of floor and wall finishings, if applicable.
- Proposer may enclose any additional documentation or literature describing the property which they feel will address the specifications and the minimum criteria.

EXCEPTIONS

Please list any exceptions you have taken to this document citing your alternate proposal and its benefits to Lowell.

OTHER

1. Any other information that would help the Police to evaluate the firm's qualifications with regard to the selection criteria.
2. Non-Collusion Form and Tax Compliance Form (Exhibit A and B)
3. Landlord's Beneficial Interest Disclosure Statement Form

Offerors must NOT submit any cost information anywhere in the Non-Cost Proposal. Non-compliance with this requirement will result in disqualification.

2. COST PROPOSAL

All Cost Proposals must be submitted in 8 ½" X 11" sheets of paper. A separate package containing the one original and one (1) copy of the Cost Proposal must be labeled and submitted as follows:

Title: COST PROPOSAL - PROPOSAL FOR RENTAL FOR POLICE PRECINCT
 From: Name and Address of Proposer
 To: P. Michael Vaughn, Chief Procurement Officer
 Purchasing Department
 375 Merrimack Street, Room 60
 Lowell, MA 01852

EXHIBIT A - NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your non-cost proposal.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name of person signing proposal

Name of Company

EXHIBIT B - TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

* Signature of Individual
or Corporate Name (Mandatory)

Corporate Officer

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

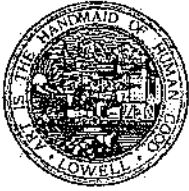
** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C.S. 49A.

ACKNOWLEDGEMENT OF ADDENDA

The Bidder acknowledges all addenda.

ADDENDA NUMBER

DATE ISSUED



RFP 19-50
LEASE OF SPACE FOR POLICE SUBSTATION
LANDLORD'S BENEFICIAL INTEREST DISCLOSURE
STATEMENT

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L.c7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public Agency involved in this transaction: _____
 (Name of jurisdiction)

2. Complete legal description of the property:

3. Type of transaction: _____ Sale _____ Lease or rental for _____ (term):

4. Seller(s) or Lessor(s): _____

Purchaser(s) or Lessee(s): _____

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. NOTE: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
_____	_____
_____	_____

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it

must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations 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: _____

Personally appeared the above-named _____, and being sworn, deposed, and says that he is the person named, and who signed the foregoing, and that the statements therein are true.

(Notary Public)

My Commission Expires: _____

CONFIDENTIAL



NON-COST PROPOSAL

PROPOSAL FOR RENTAL FOR PRECINCT

**50 CENTRAL STREET
LOWELL MA.**

From:
Thomas Dunn
Director of General Services
Eastern Bank
195 Market St.
Lynn Ma. 01901

To:
P. Michael Vaughn
Chief Procurement Officer
Purchasing Department
375 Merrimack Street, Room 60
Lowell MA. 01852

General Information-

Founded in 1818 and based in Boston, Eastern Bank is the largest independent and mutually owned bank in New England, with over \$10 billion in assets and 120 offices serving communities from the Merrimack Valley to Cape Cod. Eastern Bank offers banking, investments and insurance services all under one roof, and prides itself on building relationships to deliver these services in a committed and personal way. Eastern is also a recognized leader in corporate social responsibility and for its advocacy on behalf of a number of social justice causes.

For more information, visit www.easternbank.com, www.facebook.com/easternbank or @easternbank on Twitter.

50 Central Street --

We believe our location at 50 Central Street uniquely satisfies the requirements detailed in this RFP. WE are prepared to demise the location to facilitate co-location with the Lowell Police Department (LPD). This 1,000 square foot space combines secure private offices for Police Business with a Retail presence that is ADA compliant and welcoming to the public.

We plan to demise a 400 square floor office dedicated to the LPD on the Retail level of our building facing Central Street. Our Retail entry is handi-capped accessible and enjoys direct access from Central Street. This space also provides an un-interrupted view of the Downtown Business District from the Officers desks. It will be made available twenty-four hours per day, seven days per week and three hundred sixty-five days per year.

On the Mezzanine Level of our building we would provide (3) furnished, Private Offices and a large shared furnished conference room. This conference room would be available to schedule for meeting with the community. A restroom located on the mezzanine and services by an adjacent elevator is also available for LPD personnel and its guests.

Because we are currently conditioning and cleaning the building it can be made available with heat, air conditioning and janitorial, landscaping and snow removal services provided, this space

Comparative Criteria --

I believe 50 Central Street meets your "Highly Advantageous" Comparative Criteria. The finishes in our our building are maintained directly by our Facility Management partner Jones-Lang-Lasalle (JLL), as agent to Eastern Bank. JLL performs scheduled preventative maintenance on the building systems and supervises our Janitorial, Landscaping and Snow removal contractors directly. JLL has offices in our General Services department in Lynn Ma. making the resolution of corrective maintenance issues extremely efficient.

We maintain our finishes at a very high level as our reputation is important to us. You will find the paint carpet and maintenance of the space is of the highest standards. The provision of

utilities and services is included in our rent proposal. Ample adjacent on street public parking is available on Central Street as well as the adjacent side streets. We would also facilitate the provisioning and installation of separate and secure data and phone lines dedicated to LPD.

Description of Location

This Space is located within our Eastern Bank offices located at 50 Central Street. We will make four hundred square feet (400SF) available immediately adjacent to the retail exterior window line adjacent to the ATM vestibule. The space demarcations are the existing reception desk to the first column bay of the building.

We will also provide (3) Offices on the Mezzanine level of the building. One (1) office overlooks the lobby and space dedicated to the police sub-station. The other two (2) offices are adjacent the rear window line. The large shared conference room is located at the top of the buildings front internal staircase.

A Restroom is located on the Mezzanine level of the building in the rear of the building next to the elevator.

Operating Hours

This will be a shared space accommodation for the Lowell Police. Eastern anticipates the Mezzanine will be occupied by Lowell Police Personnel only during branch banking hours.

The four hundred square floor (400 SF) lobby space will available for use 24/7/365. Eastern requests the public be excluded from any area of the building, during non-business hours, unless directly escorted by LPD.

Description of Finishes & Furniture

The space in the Lobby will be provided unfurnished. Eastern Bank will not be responsible for the provisioning of data or communication equipment, connections or cabling. The demising walls will be approximately eight feet in height and constructed of typical framed painted drywall with a clear story window at the top. There will be no ceiling, lighting will be distributed on individual architectural cross beams. Sound attenuation will be achieved with general sound masking during business hours for privacy.

The Offices on the mezzanine level will be provided with desks task chairs and guest chairs.

Parking

Public Parking is located immediately adjacent to the building. Eastern Bank will respectfully request these spaces remain available for customers when possible as additional spaces line the length of Central and adjacent streets.

References

Eastern Banks has not leased space at 50 Central Street in the past. Eastern understands the requirement and will provide lessee references from other locations if required.

Exceptions

Eastern Bank will require a more complete understanding of the cancelation rights detailed in the "Appropriation Contingency" detailed in your RFP.

Contingency

Notwithstanding any terms or provisions contained herein, this document does not constitute an enforceable agreement. This document merely sets forth a framework the parties anticipate following in future negotiations. Neither of the parties is or will be bound unless and until a formal lease document is approved and signed by each of the parties. Until execution of the formal lease, each party is free to terminate negotiations at any time without stating a reason therefore. Each party agrees that the expenses, efforts and resources undertaken in negotiating a binding lease are customary due diligence for the parties in a transaction of this nature, and that such undertakings do not constitute or create any obligation on the other party.

Floor Plan

Exhibit A. – Non-Collusion Statement

Exhibit B – Tax Compliance Statement

Exhibit C - Demising Schematic with Finish Details.

Exhibit D - Building floor plans

Enclosure -- RFP 19-50 Landlords Beneficial Interest Disclosure Statement

EXHIBIT A - NON-COLLUSION STATEMENT

The following certificate is required by Massachusetts General Laws, C. 40 S. 4B-1/2. Please include it in your non-cost proposal.

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Name of person signing proposal


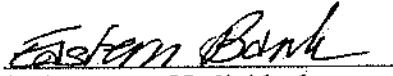

Name of Company
James Duggan
Eastern Bank

EXHIBIT B - TAX COMPLIANCE STATEMENT

I certify under penalties of perjury that I, to the best of my knowledge and belief, have filed all tax returns and paid all state taxes required under law.

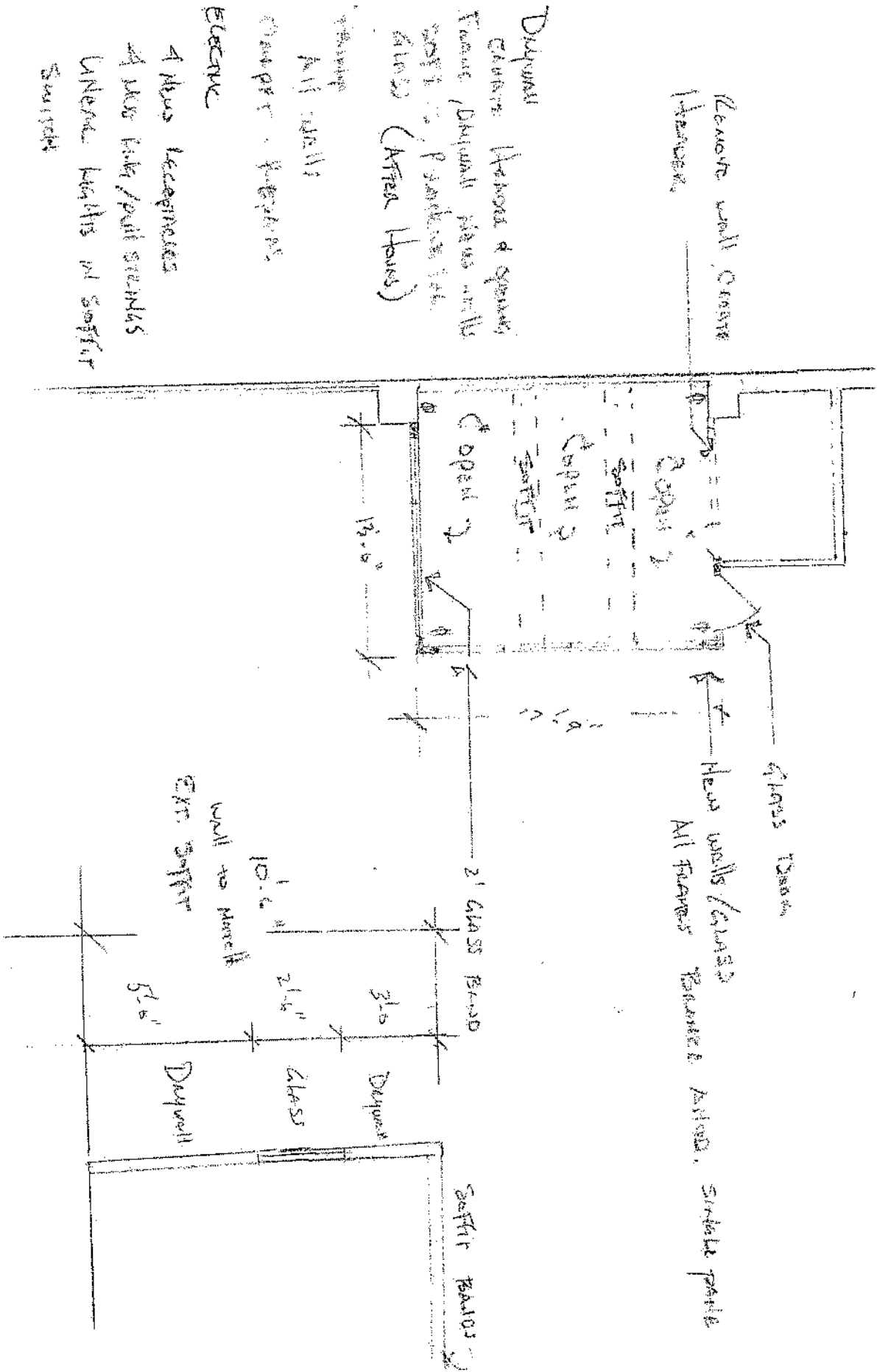

* Signature of Individual
or Corporate Name (Mandatory)


Corporate Officer

** Social Security Number
(Voluntary or Federal Id Number)

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

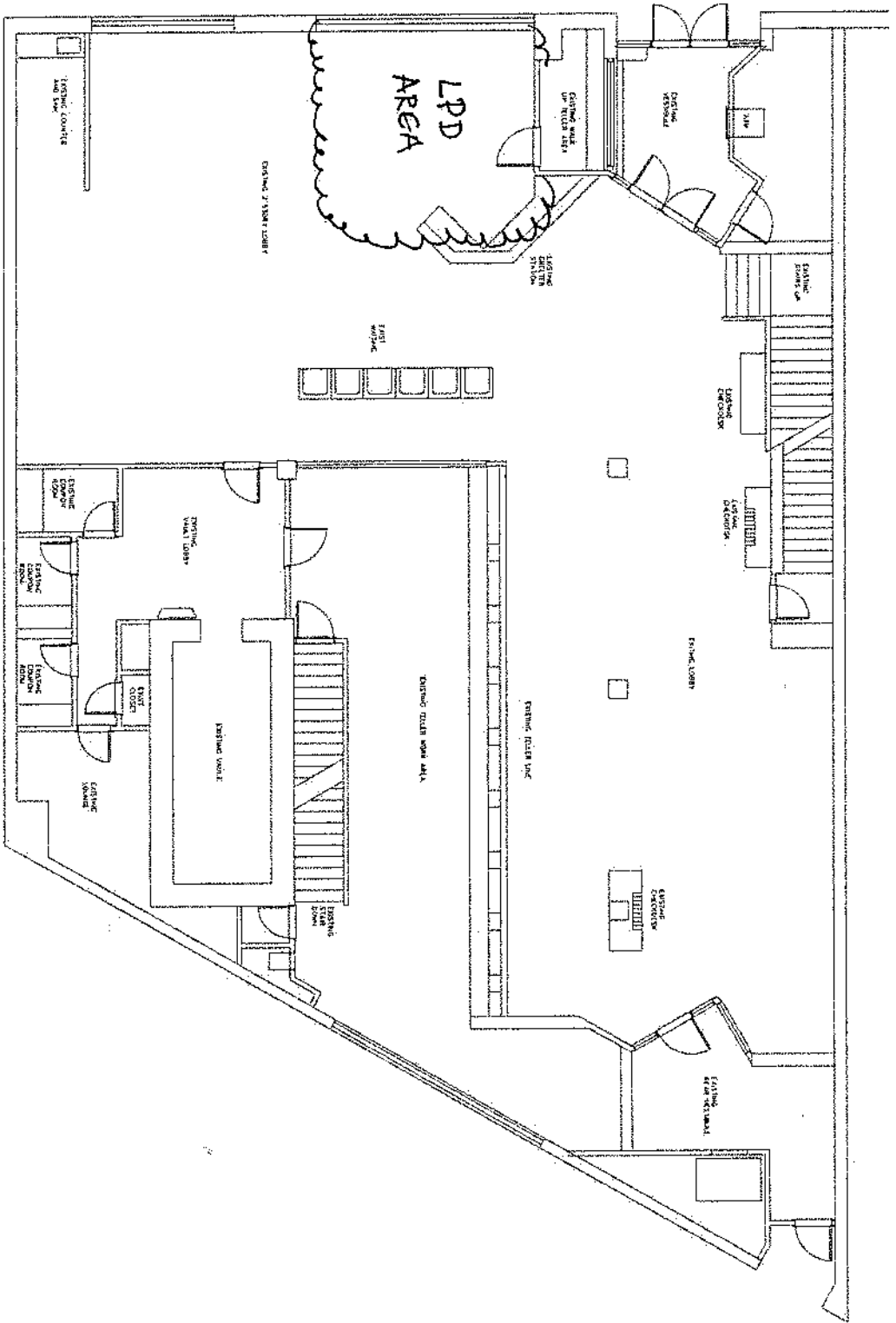
** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G.L. C. 62C S. 49A.



Dynamic Camera
 Electric
 New walls / Glass
 Glass 12mm
 SOFFIT 1
 SOFFIT 2
 SOFFIT 3
 13'-0"
 2' Glass Band
 5'-0"
 Soffit bands
 Glass
 Daywall
 Daywall
 Daywall
 10'-0"
 2'-6"
 3'-0"
 5'-0"
 Extr soffit
 wall to match

Removal wall, Create
 Dynamic Camera
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 5'-0"
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 wall to match

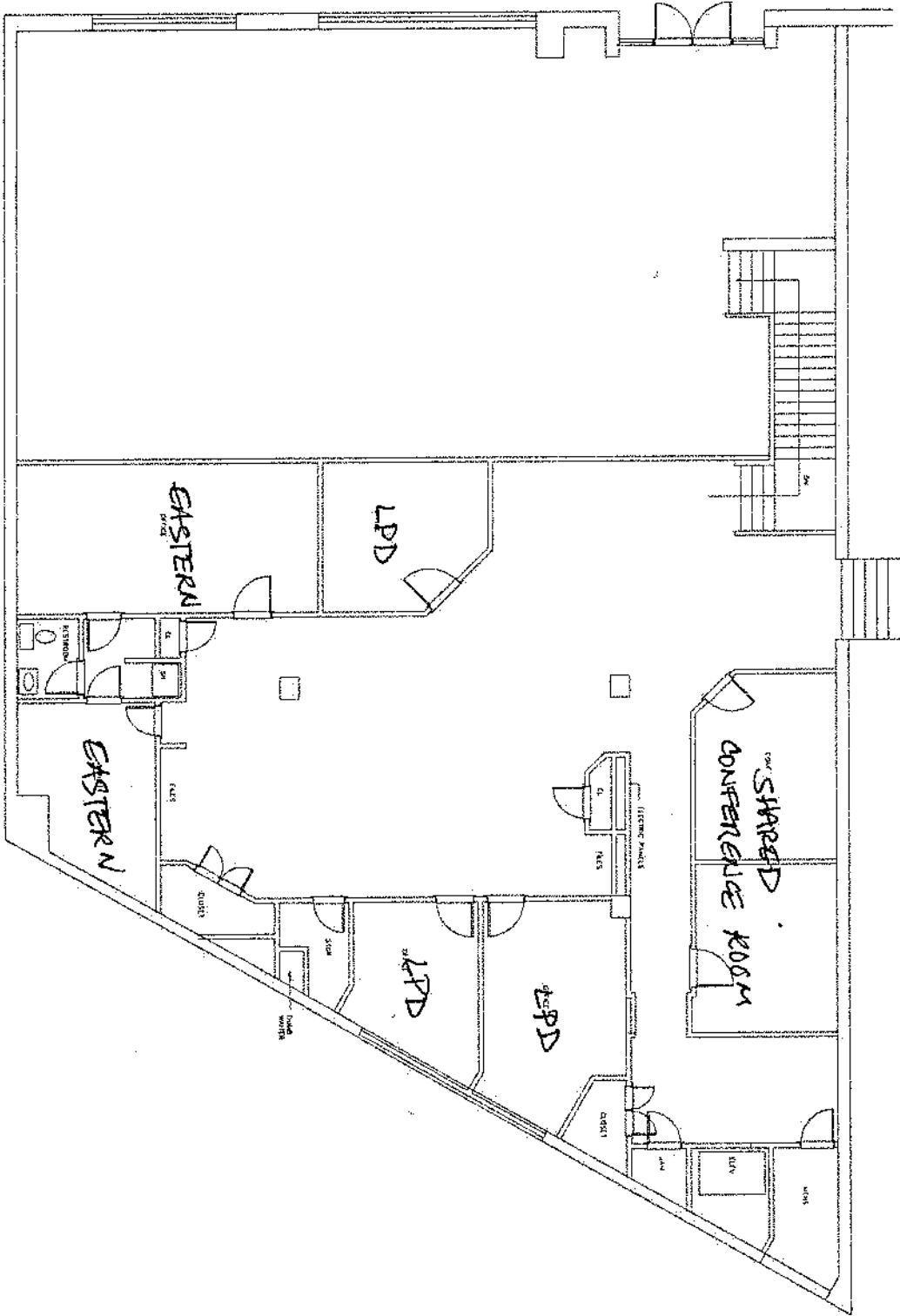
Removal wall, Create
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 Soffit bands
 Glass
 Daywall
 Daywall
 Daywall
 10'-0"
 2'-6"
 3'-0"
 5'-0"
 Extr soffit
 wall to match



EXISTING PLAN

VP # 1-2

A1	EASTERN BANK 50 CENTRAL STREET LOWELL, MA	TOWNE Inc. architects Scott R. Towhe, AIA	PO Box 85885 Boston, MA 02118 TEL 617 552-5555
	SHEET 1 OF 1 PROJECT: EASTERN BANK DRAWN BY: C. KOSKINEN DATE: 01/11/01	REVISIONS:	



EXISTING PLAN
1/11 - 10/11

A1	EXIST 2ND FL PLAN	DATE: 10/11	DRAWN BY: [Name]	CHECKED BY: [Name]	SCALE: 1/8" = 1'-0"	PROJECT: EASTERN BANK	ADDRESS: 50 CENTRAL STREET, LOWELL, MA	ARCHITECT: TOWNE architects	ARCHITECT: Scott R. Towne, AIA	AD BY: 250990 5500 W. 10th Street Denver, CO 80202 703.556.4559
										REGION: [Blank] SHEET: [Blank] TOTAL SHEETS: [Blank]



RFP 19-50
LEASE OF SPACE FOR POLICE SUBSTATION
LANDLORD'S BENEFICIAL INTEREST DISCLOSURE
STATEMENT

This form contains a disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction described below. This form must be filed with the Massachusetts Division of Capital Planning and Operations, as required by M.G.L.c7, §40J, prior to the conveyance of or execution of a lease for the real property described below. Attach additional sheets if necessary.

1. Public Agency involved in this transaction: LOWELL POLICE
 (Name of jurisdiction)
2. Complete legal description of the property: 50 CENTRAL ST. LOWELL MA.
IMPROVED SPACE IN BANK BRANCH LOBBY AND USE OF
EXISTING MEZZANINE
3. Type of transaction: _____ Sale _____ Lease or rental for 3YRS (term):
4. Seller(s) or Lessor(s): EASTERN BANK
- Purchaser(s) or Lessee(s): LOWELL POLICE

5. Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above. NOTE: If a corporation has or will have a direct or indirect beneficial interest in the real property, the names of all stockholders must also be listed except that, if the stock of the corporation is listed for sale to the general public, the name of any person holding less than ten percent of the outstanding voting shares need not be disclosed.

NAME	ADDRESS
<u>EASTERN BANK</u>	<u>265 FRANKLIN ST.</u>
	<u>BOSTON MA.</u>

None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

Name	Title or Position
<u>[Signature]</u>	
<u>EASTERN BANK</u>	

6. This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named in item 1. If this form is signed on behalf of a corporation, it

must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within thirty (30) days following the change or addition.

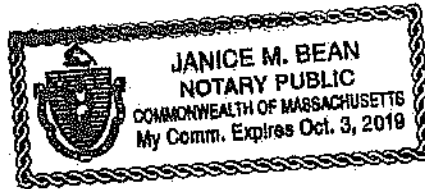
The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: *Thomas Dunn*
Printed name: Thomas Dunn
Title: SVP
Date: 2/19/19

Personally appeared the above-named Thomas Dunn, and being sworn, deposed, and says that he is the person named, and who signed the foregoing, and that the statements therein are true.

Janice Bean
(Notary Public)

My Commission Expires: 10/3/19



CONFIDENTIAL



COST PROPOSAL

**PROPOSAL FOR RENTAL FOR
POLICE PRECINCT**

50 CENTRAL STREET
LOWELL MA.

From:
Thomas Dunn
Director of General Services
Eastern Bank
195 Market St.
Lynn Ma. 01901

To:
P. Michael Vaughn
Chief Procurement Officer
Purchasing Department
375 Merrimack Street, Room 60
Lowell MA. 01852

PREMISES: Consisting of approximately 1000 square feet
(See Attached plan).

LANDLORD: Eastern Bank

TENANT: City of Lowell Ma.

PERMITTED USE: Police Precinct Office

HOURS OF OPERATION: Tenant's access will be 24X7 365 Days per Year.

BASE TERM: Three (3) years

BASE TERM RENT:

	PSF	MONTHLY	YEARLY
YEAR 01:	\$25.00	\$2,083.33	\$25,000.00
YEAR 02:	\$25.75	\$2,145.83	\$25,750.00
YEAR 03:	\$26.52	\$2,210.20	\$26,522.00

ADDITIONAL RENT: Landlord shall be responsible for all Real Estate Taxes, Insurance, Common Area Maintenance charges, trash removal, Janitorial Services and Pest Control Services provider, approved by Sub-Landlord, for pest control services.
Tenant shall procure and maintain, at its own cost and expense, such liability insurance as is required to be carried by Landlord under the Lease, naming Landlord as additionally insured.

UTILITIES: Landlord shall be responsible for all utilities.

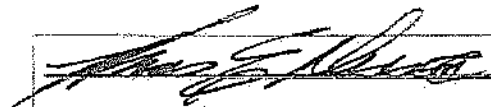
SECURITY DEPOSIT: Waived.

DELIVERY OF PREMISES:	Landlord shall deliver Premises with the following fixtures, Mezzanine offices furnished, and shared conference room only; data, communications services and connections as well as 1 st floor office furnishings are the responsibility of the tenant.
LEASE COMMENCEMENT:	Lease commencement shall be upon delivery of Premises (See "Possession Date").
POSSESSION DATE:	Landlord to deliver Premises to Sub-Tenant upon a mutually agreed date determined with the full execution of Lease.
RENT COMMENCEMENT:	Upon Delivery
TENANT'S WORK:	Tenant may install such tenant improvements, fixtures, and finishes, as Tenant deems necessary or desirable for the operation of the proposed use. All tenant improvements, including but not limited to window décor, signage, and tenant build-out will be presented to Landlord and for its review and approval which shall not be unreasonably withheld conditioned or delayed. Any work done by Tenant shall meet all applicable local and state codes.
ALTERATIONS:	Landlord's consent shall be required for any non-structural alterations of the Premises, which shall not be unreasonably withheld. Structural alterations will not be allowed
SIGNAGE:	Signage on building fascia shall be per Landlord's building standard, with their approval and in conformity with all applicable zoning bylaws and not negatively impact Landlords Signage rights. All costs associated with signage shall be the responsibility of the Tenant.
ASSIGNMENT OF LEASE:	Tenant will not Sub-lease unless to an equivalent City of Lowell use subject to Landlords approval..
TERMINATION CLAUSE:	Not Applicable

BROKERAGE: Both Landlord and Tenant acknowledge that no broker was involved in this transaction.

If the terms described in this proposal are acceptable to you, please sign and date below, after which the Landlord will prepare a draft lease for your review.

Notwithstanding any terms or provisions contained herein, this document does not constitute an enforceable agreement, including an agreement to lease space or to continue negotiations. This document merely sets forth a framework the parties anticipate following in future negotiations. Neither of the parties is or will be bound unless and until a formal lease document is approved and signed by each of the parties. Until execution of the formal lease, each party is free to terminate negotiations at any time without stating a reason therefore. Each party agrees that the expenses, efforts and resources undertaken in negotiating a binding lease are customary due diligence for the parties in a transaction of this nature, and that such undertakings do not constitute or create any obligation on the other party.

 Eastern Bank Thomas E Dunn III Director of General Services	City of Lowell P. Michael Vaughn Chief Procurement Officer Purchasing Department
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Raymond Kelly Richardson
Superintendent

Barry Golner
Deputy Superintendent

Daniel R. Larocque
Deputy Superintendent

To: Eileen Donoghue
City Manager

From: Raymond Kelly Richardson
Superintendent of Police

Date: March 28, 2019

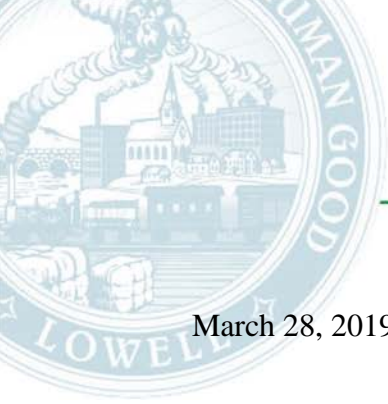
Re: Lease Agreement, Charlie Sector Police Substation

I respectfully request a vote of the City Council for the attached lease agreement for the Charlie Sector Police Substation located at 50 Central Street. The cost of the agreement with Eastern Bank would be \$77,272.00 during the entire lease period, subject to annual appropriation. Such payments shall be made in accordance with the provisions of Section 15 of this lease, as follows:

1st year - \$25,000.00 (2,083.33 per month - \$25.00 per s.f.)
2nd year - \$25,750.00 (\$2,145.83 per month - \$25.75 per s.f.)
3rd year - \$26,522.00 (2,210.20 per month - \$26.52 per s.f.)

The office will serve as a valuable resource for residence/businesses and will provide for a much needed police presence in the downtown section of the city including the Hamilton Canal District. One Captain, one Lieutenant, two crime analyst and several Directed Response Officers and foot patrol officers will also serve from this location.

Thank you for your consideration in this matter.



Eileen M. Donoghue
City Manager

March 28, 2019

Mayor William J. Samaras
And
Members of the Lowell City Council

Dear Mayor Samaras and Members of the Lowell City Council,

The Lowell Police Department, under the leadership of Superintendent Richardson, has made significant progress in addressing what has been a clear priority of the City Council and my Administration: a prominent police presence in the central business district. Shortly after being sworn in as Police Chief, Superintendent Richardson and the LPD command staff reorganized the geographic “sectors” of the department to include a new, downtown sector. Under the new reorganization the downtown sector—known as the “Charlie sector”—will be under the leadership of a police captain and will have a lieutenant assigned to the evening shift. Eight district response officers will staff the sector day and night shifts, which will include walking routes to maximize the police presence downtown.

Perhaps the most exciting component of the Chief’s plan to address these downtown public safety issues will be a substation in the central business district. The visibility this will provide will underscore the city’s commitment to providing a safe, welcoming atmosphere in downtown Lowell. To this end, the city issued an RFP for space in the downtown and received a proposal from Eastern Bank on Central Street near the intersection of Merrimack Street in the current bank location. They have excess space that they have proposed to fit-out for a new substation in the heart of the downtown.

Enclosed is a vote authorizing the city to enter into a lease for the space. I expect that this new initiative will demonstrate to the business community the City Council’s commitment to public safety.

Sincerely,

Eileen M. Donoghue
City Manager

CC: Raymond “Kelly” Richardson, Chief of Police
Conor Baldwin, Chief Financial Officer