

Request for Proposals for the Rehabilitation, Reuse and Maintenance of



SPEEDWAY HEADQUARTERS BUILDING Charles River Reservation, Brighton (Boston)

Open House: **Thursday, June 27, 2013, 4pm-6pm**

Proposals Due: **by 3pm, Friday, August 2, 2013**



Mission: To protect, promote, and enhance our common wealth of natural, cultural and recreational resources.

The Massachusetts Department of Conservation and Recreation (DCR) is steward to over 450,000 acres throughout Massachusetts. For more information on DCR and the Massachusetts State Park system, visit www.mass.gov/dcr, call 617-626-1250, or write to DCR, 251 Causeway Street, Boston, MA 02114.

Deval L. Patrick, Governor

Timothy P. Murray, Lt. Governor

Richard K. Sullivan, Jr., Secretary, EOEEA

Edward M. Lambert, Jr., Commissioner, DCR

John P. Murray, Deputy Commissioner

Joe Orfant, Chief, Bureau of Planning and Resource Protection

Patrice Kish, Director, Office of Cultural Resources

Kevin Allen, Historic Curatorship Program Manager

Artist renderings provided by Lunar Studios

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PART I – OVERVIEW: FORGING A UNIQUE PARTNERSHIP

A. Overview

The Commonwealth of Massachusetts, acting by and through the Department of Conservation and Recreation (DCR) is pleased to invite Proposals for a unique opportunity:

The rehabilitation, reuse and maintenance of the historic Charles River Speedway Headquarters Building located in Brighton (Boston) Massachusetts, in return for a long term lease

DCR is interested in hearing from a wide a range of proposers. Reuses for the property may involve residential, for-profit or not-for-profit undertakings or a combination thereof. The reuse proposal must be consistent with the guidelines of this RFP and be compatible with DCR's mission as a conservation and recreation agency.

B. Historic Curatorship Program Basics

Within the Commonwealth's 450,000- acre park system are a number of unused, historically significant buildings. Over time, these properties have fallen prey to the elements and vandalism. The Historic Curatorship Program was established to preserve these properties through unique public-private partnerships. Through the program, DCR partners with a Curator who agrees to rehabilitate, manage and maintain a historic property in return for a long-term lease. As a result, the Commonwealth secures the long-term preservation of a threatened historic structure and the Curator exchanges his or her hard work and unique skills for the opportunity to live or work in a one-of-a-kind location.

A Curator is selected through an open and competitive process, and a proposed reuse must be compatible with the historic and natural character of the park or forest in which the structure is located. Proposals are evaluated according to the experience of the applicant, the quality of the reuse plan, proof of sufficient resources to undertake the project, and level of public benefit beyond providing biannual public access. Lease terms generally range from 25 to 60 years.



**Metropolitan Park Commission Stable and Police Station, 1941
(Courtesy DCR Archives, Metropolitan District Commission Parks Buildings Photographic Survey Collection, 1941).**

C. Purpose of RFP

The purpose of this RFP is to identify and select a Curator who:

- Is committed to the rehabilitation, management and maintenance of the historic Speedway Headquarters Building
- Understands and accepts the unique challenges of leasing a property located in a state park
- Appreciates the value of the building and its setting for both their historic and natural qualities



The State Legislature enacted enabling legislation for the Historic Curatorship leasing program in 1994 (§44, Ch.85, Acts of 1994 as amended, see Appendix C). This legislation provides for an open, competitive selection process for Curators, consistent with established procedures of the Massachusetts Division of Capital Asset Management and Maintenance (DCAM). This Request for Proposals conforms to these requirements.

PROPOSALS MUST BE RECEIVED BY THE DEPARTMENT OF CONSERVATION AND RECREATION AT THE ADDRESS SPECIFIED IN THIS RFP NO LATER THAN **3:00 PM, AUGUST 2, 2013**. REFER TO SECTION IV OF THIS RFP FOR PROPOSAL SUBMISSION REQUIREMENTS

An Open House is tentatively scheduled for **Thursday, June 27, 2013, 4pm-6pm**. Preregistration is required for the open houses: Call 617-626-1361 or send an email to HCP.Requests@state.ma.us.

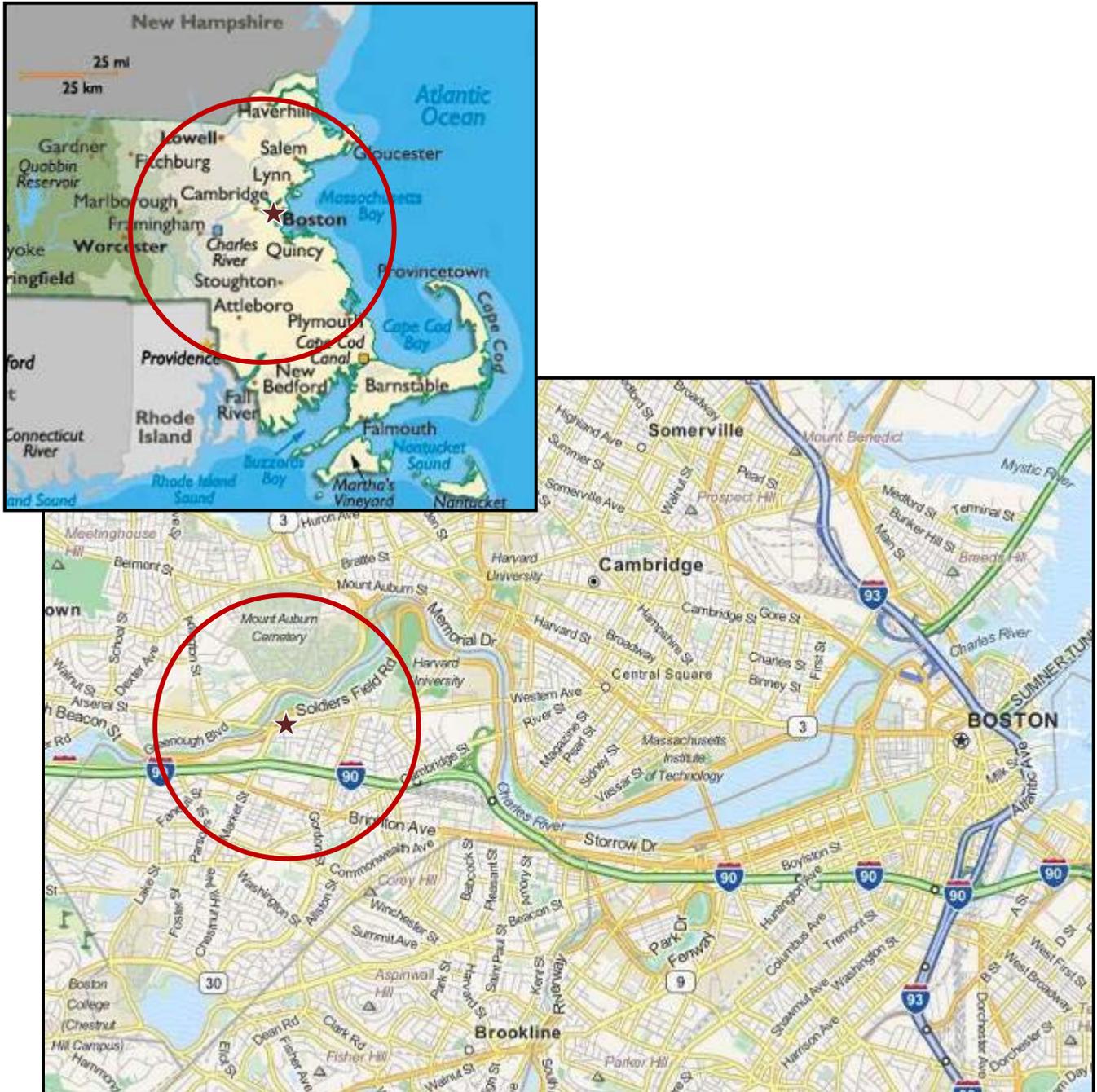
For any questions on this RFP, contact the Historic Curatorship Program:

Kevin Allen, Program Manager
251 Causeway St., 7th Floor Boston, MA 02114-2104
HCP.Requests@state.ma.us
617-626-1361
mass.gov/dcr/stewardship/curator



PART II - PROPERTY INFORMATION

A. Site Context





The Speedway Building is conveniently located minutes from Downtown Boston, Harvard Square and central Cambridge, the Arsenal Complex in Watertown and the western suburbs. Located at the busy intersection of Western Avenue, Soldier's Field Road, Leo M. Birmingham Parkway and Arsenal Street, the property is situated just south of the Charles River and can be approached from Watertown on the north bank via the Arsenal Street Bridge. Soldier's Field Road is a divided restricted parkway and follows the path of the original "Speedway" - a scenic drive that included pedestrian and bicycle routes, as well as a harness racing horse track.

The building is located in the dynamic and bustling Allston / Brighton neighborhood of Boston, which features a diverse blend of residential, commercial, retail and educational activity. The neighborhood along Western Avenue is characterized by one-and two story commercial, multi-family residential and parking lots. The Soldier's Field approach is bordered by parkland and one to two story commercial buildings. The western approaches from Birmingham Parkway and Soldier's Field Road feature riverside parkland, commercial development and retail shopping centers. Highlights of the building's immediate context include:

- A few blocks from proposed 700,000+ square feet New Brighton Landing - a planned “health and wellness district” development which will include office, retail, restaurant, hotel, parking, green space, and potentially a future commuter rail station.¹
- Minutes from multiple research facilities and institutions of higher learning
- Near multiple world renowned medical and health care facilities
- Minutes from the Mass Turnpike (Interstate 90), and Storrow and Memorial Drives
- Convenient to public transportation - MBTA Bus Routes #70 and #86, both bring riders to Harvard Square T (subway) Station.

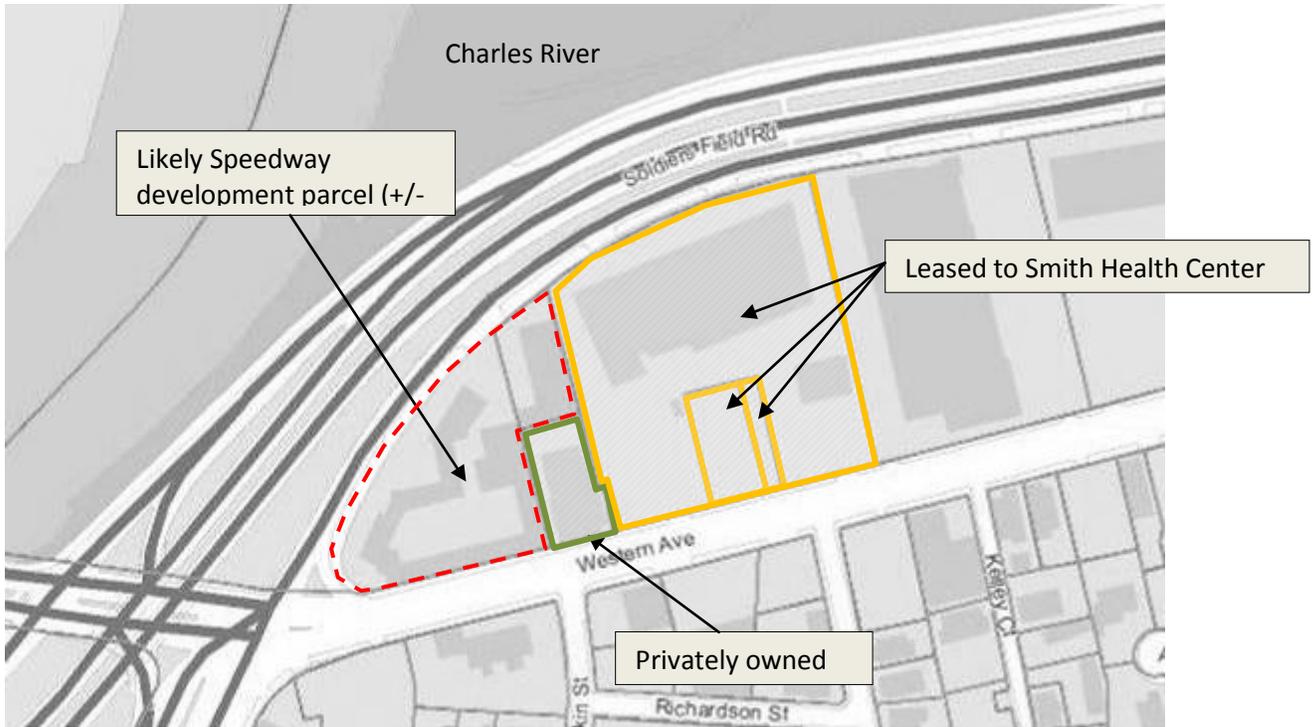
The Speedway Building also offers direct access to infinite opportunities for outdoor recreational activities offered by DCR’s historic Charles River Reservation including:

- A network of over 18 miles of bike and walking trails that connect much of the Boston metropolitan area
- Facilities such as athletic fields, pools, spraypool, parcourses, picnic areas, playgrounds, a skating rink and tennis courts
- Convenient to public boat launches and watercraft rentals for river activities including rowing, canoeing, kayaking, sailing, standup paddleboarding and fishing. Less than a mile from both Community Rowing and Charles River Canoe and Kayak
- Near countless cultural activities including outdoor theater, festivals and performance venues



1

http://www.boston.com/yourtown/news/allston_brighton/2012/05/new_balance_to_spend_500m_to_b.html



B. Curatorship Boundary

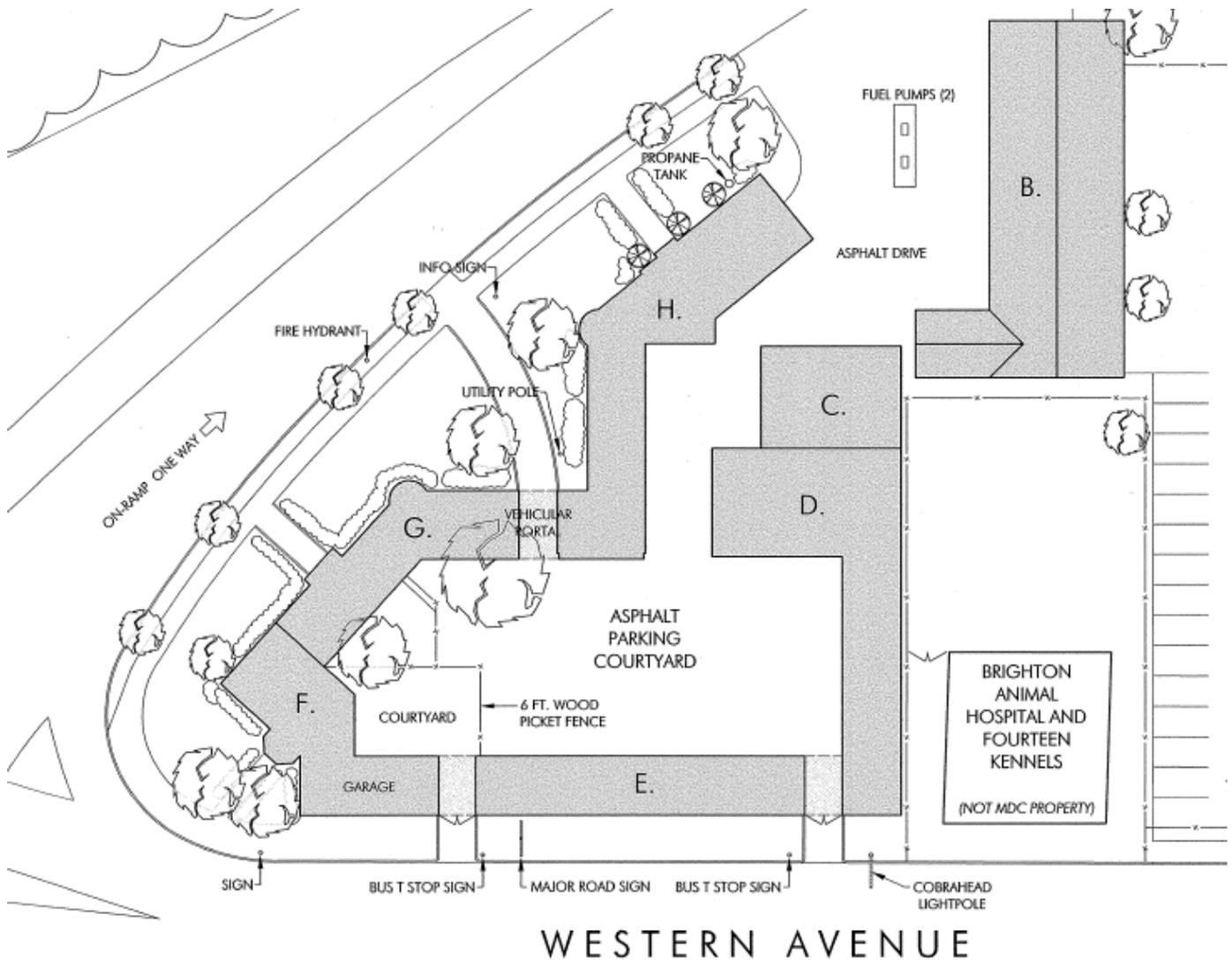
The most likely Curatorship lease boundary for the Speedway Building is noted above and includes the 1940s concrete garage. The site is bound on the south and west by Soldiers Field Road and Western Avenue, respectively. The adjacent parcel east of the Speedway Building will be leased to the Joseph M. Smith Community Health Center, Inc. through enabling legislation (Chapter 18 of the Acts of 2010.) The site will be redeveloped into a community health center. There is limited parking on the site itself and street parking along Western Avenue.

C. Current Use

Currently the former MPC Police Headquarters section (Building G) is occupied by the Massachusetts Department of Fish and Game's Office of Fishing and Boating Access. DCR Operations staff uses portions of the garage spaces for equipment and material storage.

D. Description of Buildings

(letter designations refer to those areas marked on floor plan)



- A: N/A
- B: Maintenance Garage
- C: Storage Garage
- D: East Stables
- E: South Stables
- F: Residence
- G: Former MPC Police Headquarters
- H: Former MDC Stable / Police Station

Building and Lot Size

Buildings: 22,110 gross sf (including basements + garages)

Lot Size 47,800 sf (1.1 acres)

<p>B: Maintenance Garage (1940) 4,500 gross sf One story L shaped building constructed of CIP concrete and CMU infill, asphalt roof, steel trusses includes seven vehicle bays, no basement</p>	
<p>C: Storage Garage (ca.1920) 1,145 gross sf Loft = 370 gross sf One story rectangular building. Wood frame, stone foundation, with three garage bays, no basement</p>	
<p>D: East Stables (ca. 1923) 3,050 gross sf Loft = 480 gross sf One story L shaped building Wood frame and stone foundation contains four garage bays on concrete slab (originally horse and carriage stables)</p>	
<p>E: South Stables, (ca. 1899,1923) 1860 gross sf One story rectangular wood frame building with stone foundation (originally horse and carriage stables) Three open vehicle bays and three enclosed bays with sliding doors</p>	

F: MPC Superintendent's Residence and adjacent storage area, (1899)
1st story: 1200 gross sf
2nd story: 1000 gross sf
Basement: 975 gross sf
Two-story irregular shaped wood frame building with basement, stone foundation



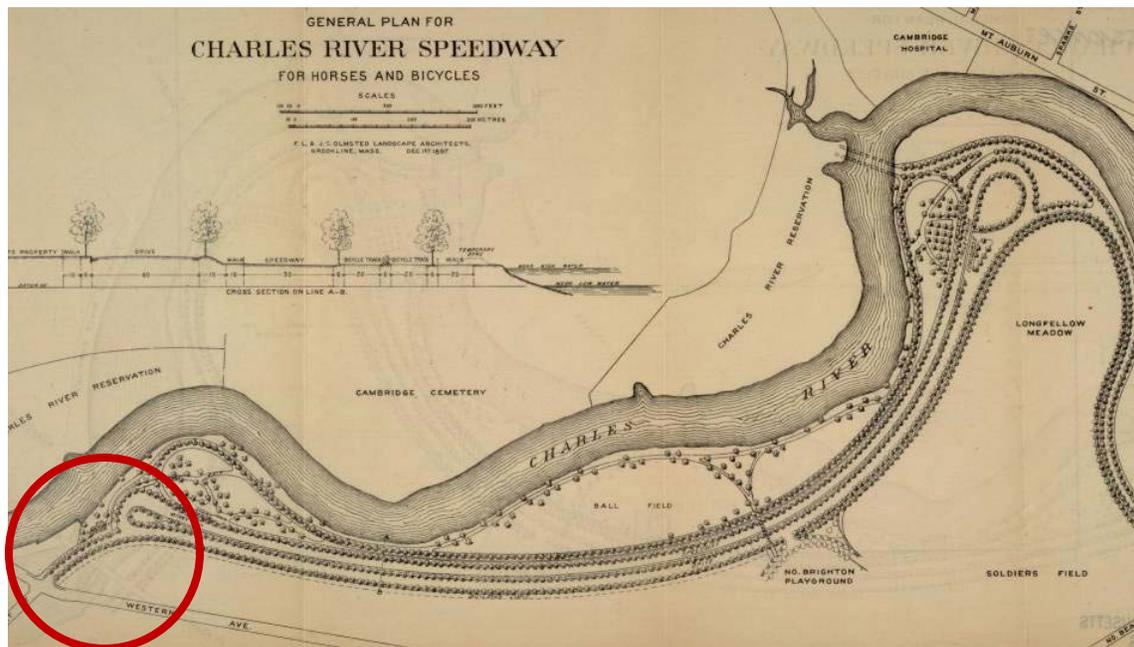
G: Former MPC Police Headquarters (1899)/ (currently occupied by Dept. of Fish and Game Public Access Board)
1590 gross sf
One story wood framed building with formal entrance



H: Former MDC Stable / Police Station, (ca 1904, 1924)
First story: 2900 gross sf
Second story: 1130 gross sf
Basement : 1260 gross sf
Two story with basement irregularly shaped wood frame building with stone foundation



E. Historic Significance



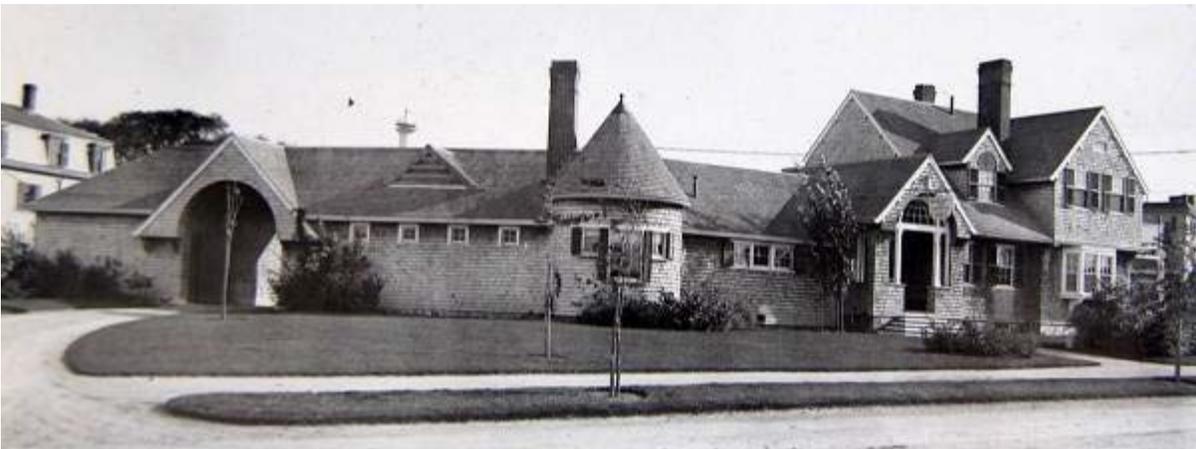
“General Plan for Charles River Speedway for Horses and Bicycles,”Olmsted Brothers, 1898 (Published in Report of the Board of Metropolitan Park Commissioners, January, 1898), (location of Headquarters circled in red)

Built in 1899, the Speedway building is a living reminder of the origins of America’s urban park movement. Under the visionary leadership of Charles Eliot and Sylvester Baxter, and inspired by the example of Frederick Law Olmstead’s Emerald Necklace parks, the Metropolitan Park Commission (MPC) was established in 1893 to create the nation’s first interconnected regional park system. The centerpiece of this 9000 acre multi-city undertaking was the Charles River Basin Reservation. Once an unattractive and uninviting stretch of tidal mudflats accentuated with the sights and smells of industrial waste and sewer runoff, the river was transformed into a place for natural beauty and public recreation. One of the first major recreational facilities developed for the Reservation was the system’s first parkway: a 1.75 mile scenic riverside drive and pedestrian path with a mile long harness racetrack that became known as the Speedway. Soon after its opening in 1899, the Speedway quickly became one of the city’s most popular gathering areas, bringing together strolling pedestrians, bicyclists, horse racers and automobile drivers.



To complement the new facility, in 1899 the MPC built the Speedway's operations headquarters at the western end of the property. The eclectic, sprawling, Shingle-style complex was designed by renowned architect William D. Austin who embraced Charles Eliot's vision for the Metropolitan Park Commission by creating a headquarters that projected dignity and permanence. The buildings possess many characteristics common to the Shingle Style: an irregular roof-line with cross-gables, turrets, continuous wood shingle siding, porches, and wide eaves. Austin designed most of the fledgling agency's signature structures, designing similar complexes at Revere Beach, Nantasket and the Blue Hills Reservations. Their site specific interpretations of contemporary architectural styles tied the facilities together while giving each property its own signature aesthetic.

The Speedway Headquarters Building was designed to accommodate a number of park management functions, including superintendent housing, office space, and material and equipment storage and horse stables. Shortly after its construction, an additional 2-story stable was added to the eastern end of the original stable. This original core remains intact today.



"Charles River Headquarters, Speedway." View of Superintendent's Residence and MPC Police Headquarters. Undated lantern slide 3.2.41, c.1900 (Courtesy of DCR Archives, Metropolitan Parks System Lantern Slide Collection).



“Charles River Headquarters, Speedway.” View of Superintendent’s Residence and MPC Police Headquarters. Undated lantern slide 3.2.40, c.1900 (Courtesy of DCR Archives, Metropolitan Parks System Lantern Slide Collection).

In 1923 many of the open storage sheds and stables were enclosed, and in 1924 the 2-story stable was adapted by William D. Austin for use as a police station and dormitory, reflecting the end of the horsepower era and the beginning of the Automobile Age. This transformation came full circle with the addition of the concrete 9-bay garage in 1940.

Horse racing remained popular at the Speedway until mid-century, when the track was razed and became integrated into Soldier’s Field Road. By the 1980s park and police offices were moved to the adjacent Almy’s Building and the Speedway Building lost its role as a park management facility. The building continued to house a residential tenant until approximately 2005. Currently, occupied spaces include a small office space used by the Massachusetts Department of Fish and Game and some garage and outdoor spaces used for storage and equipment; otherwise the building is vacant. Inevitably, when activity waned, much of the building fell into disrepair.

In recent years, DCR has actively taken steps to preserve the building. Since 2008, DCR has invested over \$210,000 in mothballing the structure, making it weather-tight and renovating the entire Western Avenue façade.

F. Property Access

The building can be accessed from the eastbound lane of Soldier's Field Road via a narrow arched gateway and via a wider drive between the main building and 1940s garage. This narrow drive leads to the courtyard. There is currently no active access to the building from Western Avenue (the gates are not currently left open for vehicular travel). Any proposed access through these two arched gates would require a redesign of the sidewalk and most likely additional measures to improve sightlines and protect pedestrian safety.



G. Improvements provided by DCR

The table below contains items from the Conditions Appraisal that either have been performed by DCR or will be performed by DCR.

DCR Provided Improvements
Rehabilitate foundation, structure, siding, doors, roof trim and details on Western Ave. façade of South Stables (Building E) - COMPLETED
Provide property survey to establish lease boundary
Test for presence of hazardous materials. There are known hazardous materials in the property including lead and asbestos and DCR will provide testing of all visible suspect materials. If reports are completed before the RFP deadline, they will be made available in an addendum.
Removal of the existing gas tanks, including any associated remediation
Continued monitoring of soil contamination issue (RTN # 3-28636, mass.gov/dep) at adjacent Smith Health Center parcel.

H. Lease term

DCR is offering a 40 year lease term. DCR can also offer up to two five-year, mutually agreed upon extensions. Alternate proposed lease terms may be considered if supported by sufficient justification.

I. Development Considerations

1. Historic Designations

The Speedway Building is listed in the National Register of Historic Places and the Massachusetts State Register of Historic Places. The Boston Landmarks Commission (BLC) prepared a Landmark Study Report² in 2011 for the property and voted to designate it a Boston Historic Landmark on April 23, 2013. The 1940s garage is not included in the designation. Final confirmation by the Mayor and City Council is pending at the time of this RFP.

2. Historic Preservation Priorities

As mentioned elsewhere in this report, the primary goal of this effort is to ensure the long term preservation of the Speedway Building, a goal best accomplished by returning the building to active use.

The most likely development of the site would be considered rehabilitation (as opposed to museum-quality restoration, or non-historic renovation) and any proposal will need to balance core preservation priorities with required improvements which make the building functional for a modern reuse. Any proposed rehabilitation plan must be consistent with the Secretary of the Interior's Standards for Historic Rehabilitation. While DCR will review all proposed plans in consultation with the Massachusetts Historical Commission and any other pertinent review authorities, including the Boston Landmarks Commission, the following assumptions can be made:

- The guiding principle in a rehabilitation plan will be to “repair and replace in kind,” especially on the building’s exterior. Since much of the historic integrity of the interior has been lost over time, more flexibility will be allowed for changes to interior spaces.
- The scale, height and massing of the building and its details and materials will be retained.
- The preservation and rehabilitation of 1920s and 1940s garages, while not prohibited, would not be required due to their condition (1920s garage) and context (1940s).
- Any new construction will be as secondary support structures only, and will not compete with the existing scale, massing and design of the original building.
- Design flexibility will be important in the treatment of the courtyard space. Allowances for the introduction of, for instance, skylights, in order to bring light to the stable spaces, regrading for access purposes or developing green space may support the long term feasibility of the project.

3. Reuse Possibilities

²http://www.cityofboston.gov/Images/Documents/CRSW_StudyReport_AMENDED_tcm3-37308.pdf

Any proposed reuse will be required first and foremost to respect the historic integrity of the building and be compatible with the surrounding parkland and neighborhood.

In addition to compatibility with the property and context, some of the factors that will determine the range of reuses for the Speedway property include neighborhood character, demand, access, available parking, projected nearby future development, historic preservation requirements, and the character and capacities of existing structures.

The following reuse ideas were generated by the public and interested parties through the public process leading to the release of this RFP.



- health-associated use
- farmer's market
- antique market
- boutique inn
- multi-family residential
- destination restaurant
- preserve jail cells for visitation: museum
- research archives for the Brighton-Allston Historical Society
- public garden
- music venue
- arts center/after-school activities
- studio space
- food truck venue
- Runner-biker center - public restrooms/showers/lockers/equipment rental

The renderings produced for this RFP are conceptual in nature and present the courtyard transformed into a green space.

4. [Hazardous Materials](#)

Previous testing on the site has indicated the presence of lead paint and asbestos. DCR will test the building for the presence of hazardous materials. If these results are complete before the deadline for this RFP, the information will be released as an addendum. In addition, there is an open case with the Department of Environmental Protection (RTN #3-28636 – mass.gov/dep) involving an underground soil contamination issue. DCR will continue to provide monitoring for this case.

PART III – CURATORSHIP REQUIREMENTS

A. Reuse Conditions

The Commonwealth considers leasing historic properties through the Historic Curatorship Program primarily as a means to facilitate their long term preservation. Historic properties may be leased only if the following reuse conditions are met:

1. The proposed use(s) are compatible with the mission of the Department of Conservation and Recreation;
2. The proposed use(s) are compatible with the public's enjoyment of the resource;
3. The proposed improvements and use of the property are compatible with the quality and significance of the resource;
4. The proposal for reuse is formulated to provide a public benefit to the citizens of the Commonwealth;
5. The proposed improvements are carried out by person(s) with sufficient qualifications and/or appropriate licensure; and
6. The proposed improvements will thoroughly consider the use of environmentally sustainable products and practices in the rehabilitation, management and maintenance



B. Responsibilities

The Commonwealth intends that, under the lease, the Curator, and all heirs, successors and assigns, shall have sole responsibility for:

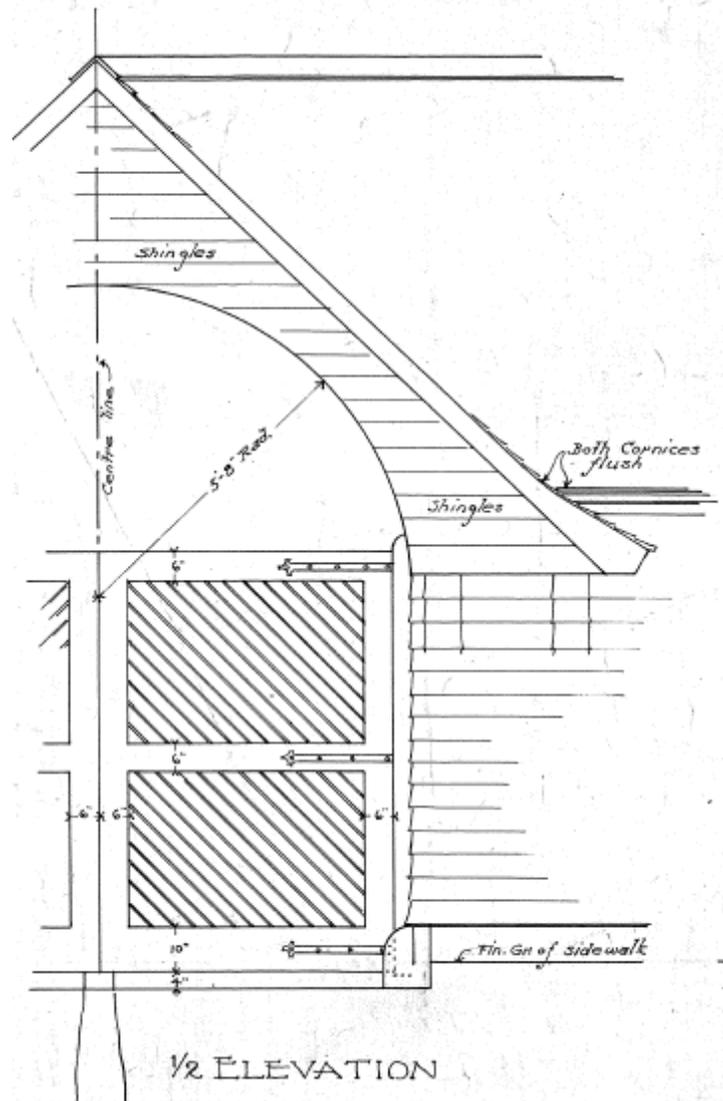
1. Rehabilitating and maintaining the property as a significant historic resource in conformance with the preservation and construction standards outlined in Appendix B and in The Secretary of the Interior's Standards for the Treatment of Historic Properties (1992); and taking all practicable precautions against damage by fire, vandalism or other cause.
2. Occupying and maintaining the property in conformance with the Lease and any other conveyancing or contractual instruments, and all applicable permits, federal, state and local laws, regulations and the like.
3. Defraying any and all costs (above DCR's agreed upon level of assistance) associated with the capital improvement and repairs and maintenance of the property in conformance with the Lease and any other conveyancing or contractual instruments.
4. Paying all applicable local and state taxes or fees which may be associated with the property for the duration of the lease.
5. Prior to lease execution, the selected Curator will provide DCR with performance and payment (labor and materials) bonds in a form acceptable to the DCR, executed by a surety licensed by the Commonwealth of Massachusetts Division of Insurance. The amount of the bond will depend upon the specific rehabilitation plan and schedule and be determined following Curator selection but prior to lease execution. Such bonds shall be provided solely at the Curator's expense.
6. Maintaining in full force sufficient insurance to cover costs of rehabilitating any partial damage or destruction of the property, including flood coverage for any part of the lease area that falls within a delineated flood zone.
7. Maintaining comprehensive liability insurance for all activities.
8. Indemnifying the Commonwealth against all claims or suits brought as a result of an error or an act or omission by the Curator.

C. Required Improvements

The selected Curator will be responsible for all improvements required to rehabilitate the property to the Secretary of the Interior's Standards for Historic Rehabilitation (see Appendix B). While the details of the rehabilitation will be shaped by the proposed reuse and the review of DCR, the Massachusetts Historical Commission and any other pertinent review authorities, minimum expected improvements will include:

- Roofing repair (framing, sheathing, surfacing)
- Exterior Siding and trim repair and replacement
- Window repair / replacement of inappropriate material
- Door repair / replacement of inappropriate material
- Storm windows (preferably interior)
- Interior fit-up for proposed reuse
- Plumbing and Electrical Upgrades
- Masonry repair - chimneys
- Masonry repair – foundation
- Site Demolition and Prep
- Paving / Sidewalk repair
- Stair repair
- Landscaping improvements
- Site drainage improvements
- Electrical Service upgrades

These improvements and any others proposed by the Curator will be outlined in a Work Plan that will be incorporated into the lease.



D. Maintenance / Management

The Curator will be responsible for all costs related to the reuse and management of the property, including, but not limited to, utilities, regular and routine maintenance including, but not limited to, those tasks outlined in Appendix D.

E. Fair Market Rent

According to the Historic Curatorship Program's Enabling Legislation, DCR must establish a Fair Market Rent for the property. For the purposes of this solicitation, DCR is establishing a rent value of **\$138,785 per annum** for the length of the base term. See Appendix F for more on the determination of this value. The Fair Market Rent for any extension terms will be adjusted based on the increase in the US Consumer Price index from the lease execution year to the time of the extensions.

F. Fulfillment of Rent Obligation

If all rehabilitation, management and maintenance services agreed upon in the lease are performed, no cash rent will be exchanged. The Fair Market Rent is offset by the following investments:

1. Required Improvements

Curators are credited with the value of the Required Improvements (including but not limited to those listed in Part III, Section C, and Appendix E).

2. Management and Maintenance Credit

Curators are credited 20% of the value of the Fair Market Rent annually for the ongoing maintenance of the property (assuming all required maintenance tasks are being performed according to the guidelines established in Appendix D). To recognize the value of the occupation and management of the property (utilities, fees, any applicable taxes, etc.), the Curator is credited an additional 10% of the value of the Fair Market Rent annually.

3. Mandatory Improvements

The value of work performed on Mandatory Improvements can be accrued and applied towards the Fair Market Rent for the base term and any proposed extension terms.

Mandatory Improvements are unexpected tasks that were not identified in the Conditions Report or the Proposal, but are necessary for the continued preservation and occupancy of the property. These improvements are normally capital in nature, and do not include general maintenance (spot repairs, garden maintenance, touch up painting, etc). General maintenance work is accounted for through the 20% maintenance credit.

For example: Repair begins on interior wall and a rotted corner post is discovered. Since this is a mandatory improvement not included in the original assessment, the Curator submits a cost for the repair (materials and labor), and that value can be applied towards the Fair Market Rent for the base term and any extensions.

If a Curator decides to perform *Optional Improvements*, the cost of those improvements cannot be credited towards the Fair Market Rent. Optional Improvements are those projects that are not required for the continued preservation or occupancy of the property (for example, a jetted tub or premium appliances)

G. Public Benefit

The Historic Curatorship's Enabling Legislation requires that the property be accessible by the public at least twice a year. **The quality and scope of the proposed public benefit beyond this basic requirement is a criterion in the evaluation of Curator proposals.** DCR encourages Curators to coordinate public benefit activities with other park events. Public benefit examples:

- Maintaining trails in and around the property
- Maintaining a web site or blog to document the project
- Coordinating a senior's garden and farm tour
- Sponsoring bi-annual tours of the property
- Partnering with the park on an event or project (Great Park Pursuit, Park Serve Day, etc)
- Opening a garden to a local youth group as a service project
- Holding a demonstration class highlighting preservation carpentry
- Allowing a local group to use the property for meeting/event space
- Returning a percentage of business revenue over a determined amount to DCR

H. Review and Inspection

1. Review by Massachusetts Historical Commission

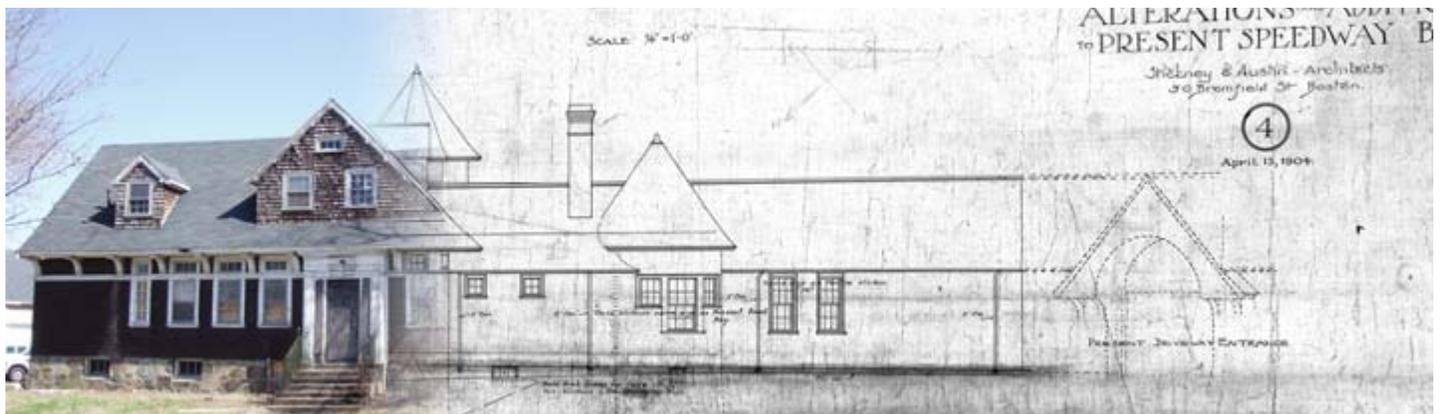
As required by Massachusetts General Laws Chapter 9, §26-27c, as amended by Chapter 254, Acts of 1988, and state regulation (950 CMR 71.00), DCR is required to consult with the Massachusetts Historical Commission (MHC) regarding the proposed leasing of the property. The successful culmination of the MHC consultation process will be a finding by MHC that any work plan associated with a lease has "no adverse effect" on the historic qualities of the property. Following provisional designation, the Curator will submit any proposed alterations to DCR, where the work will be reviewed and forwarded to MHC for review and comment. MHC has thirty days from the submission of a new project notification to review and comment.

2. Inspections

DCR reserves the right to inspect any and all work performed under the Curatorship. The State Building and Plumbing Inspectors must review and approve all work to the building and the plumbing, while electrical work, health, fire and safety issues and fire protection fall under the jurisdiction of the local inspectional authority. Septic system installation / maintenance may be regulated by the MA Department of Environmental Protection, the local Board of Health, or both. The Curator is also responsible for all compliance with any and all state, local or federal regulations, including but not limited to the Natural Heritage and Endangered Species Program, the local Conservation Commission and local Historical Commission.

3. MEPA Review

In accordance with the Massachusetts Environmental Policy Act (301 CMR §11.27), the Curator will be required to work with DCR in filing an Environmental Notification Form (ENF) if the proposed project triggers any of the thresholds for review (see <http://www.env.state.ma.us/mepa/regs/11-03.aspx>). After the lease is executed, any new major projects not included in the original scope may also require the Curator to file a "Notice of Project Change" with the appropriate MEPA Unit for review.



PART IV - PROPOSAL SUBMISSION

DUE DATE: before 3:00pm, Friday, August 2, 2013

A. Format

Six (6) copies (one unbound) of the Proposal must be enclosed in a sealed envelope and submitted to DCR before the time stated in this Request. The face of the envelope containing the Proposal must show, in the upper left corner, the name and address of the Proposer. The face of the envelope must also show, in the lower right corner, the following:

**HISTORIC CURATORSHIP PROPOSAL
Speedway Headquarters Building
Charles River Reservation**

Proposals should be submitted to the following address, to be received no later than the submittal date specified in the cover letter of this RFP package:

**Department of Conservation and Recreation
Office of Cultural Resources
251 Causeway Street, 7th floor
Boston, Massachusetts 02114-2104
Attn: Kevin Allen, Historic Curatorship Program Manager**

Mailed proposals must actually be received, not just post marked by the submission deadline. Facsimile ("fax") proposals and proposals submitted after the deadline will not be accepted. Proposers are requested to examine this RFP and the accompanying Table of Contents to make sure that all pages are included. DCR assumes no responsibility for a proposal submitted on the basis of an incomplete RFP package.

Proposers are expected to review all requirements and instructions of this RFP; failure to do so will be at the Proposer's risk. Each Proposer should furnish all the information required by this RFP. DCR reserves the right to waive formalities in any Proposal, and may, if it determines that such action is in the best interests of the Commonwealth, select a Proposal which does not conform in all details with the requirements of this RFP. Likewise, the Commonwealth reserves the right to reject any and all Proposals.

This Request does not commit the Commonwealth of Massachusetts to enter into any disposition of real property interest; or to pay any costs, including costs associated with any studies or designs, incurred by any party in the preparation and submission of a Proposal.

Proposals will not be returned but will be retained by DCR for the official record.

B. Inquiries and Explanations

All inquiries concerning this Request For Proposals should be directed to:

Kevin Allen, Program Manager
Historic Curatorship Program
Department of Conservation and Recreation
7th floor, 251 Causeway St.
Boston, Massachusetts 02114-2104
HCP.Requests@state.ma.us

Tel.: (617) 626-1361

Any explanation desired by a Proposer regarding the meaning or interpretation of this Request must be submitted in writing and with sufficient time allowed for a reply to reach the Proposer prior to the submission of their Proposal. Verbal explanations or instructions shall not be binding on the Department.

Any information given in writing to a prospective Proposer will be furnished to all prospective proposers as an amendment to the Request For Proposals if such information is deemed by DCR to be necessary to Proposers in their preparation and submission of Proposals, or prejudicial to uninformed Proposers if they were to lack such information.

C. Proposal

Proposals should follow the outline and supply all of the information described below, and should demonstrate the ability of the potential Curator to undertake a challenging and complex assignment. Proposals should be persuasive as to their feasibility and should reflect an understanding of the historic qualities of the property and their value. It is intended that the substance of a Proposal, as approved by the Commonwealth, will be incorporated into all agreements and real property transactions which may result from the process. Please submit a cover letter with any proposal.

Proposals must include responses to all applicable sections of this RFP. Proposers may fill in the provided spaces and attach additional sheets or submit a separate document containing responses to each of the thirteen sections. If the Proposer chooses the latter option, please provide responses in a similar format, under the same section headings. Electronic (Word) versions of the application section are available upon request.

Section 1: Applicant Information

List the names, addresses and telephone numbers of all principals, partners and others participating in the project.

Name

Address

City State Zip

email Telephone

Name

Address

City State Zip

email Telephone

Name

Address

City State Zip

email Telephone

ADD ADDITIONAL SHEETS IF NECESSARY

Section 2: Proposed Reuse

a. Please provide a narrative summary of the Proposed Reuse concept. Be sure to describe how the proposed reuse concept is compatible with:

1. The long-term preservation of the Speedway Building and associated landscape;
2. DCR's mission and management of the Charles River Reservation;
3. The surrounding neighborhoods and municipalities;
4. The historic value of the Speedway Building;
5. The natural environment of the Charles River Reservation

b. Public Benefit

The Historic Curatorship Enabling Legislation requires that properties be open to the public at least twice annually. Describe the proposed scope and nature of the Public Benefit Element, and any projects / programs / services that will fulfill and/or exceed this requirement.

Section 3: Rehabilitation Plan Summary

Curatorship terms are comprised of a Rehabilitation and Maintenance Phase. The Rehabilitation Phase involves the major improvements involved in making the property fit for occupancy. The Maintenance Phase follows for the term of the lease, and includes the routine maintenance of the property, as well as other major capital improvements as necessary.

a. Rehabilitation Plan Summary

This section should specify how the Proposer intends to carry out the Rehabilitation and Maintenance phases of the project, including the Required Improvements listed in Section III C. Please include a general schedule with milestones for major improvements. A more detailed schedule will be required before lease execution. Indicate the estimated length of the Rehabilitation Phase of the project.

Also please use this section to propose eliminating, adding, or changing any Required Improvements and provide justification.

The Rehabilitation Plan should not presume any labor or in-kind goods or services from outside philanthropic or volunteer sources, unless explicit written commitment of such support is provided.

ADD ADDITIONAL SHEETS IF NECESSARY

b. Sustainability

Describe, if applicable, any proposed implementation of environmentally sustainable building technology and practices in the rehabilitation and operation of the property.

c. Accessibility

If applicable to the proposed reuse, describe how the rehabilitation of the property will address accessibility regulations required by the Americans with Disabilities Act and the Massachusetts Architectural Board.

Section 4: Lease Term

DCR offers a 40 year lease term. DCR can also offer up to two five-year, mutually agreed upon extensions.

Use this section to describe an alternative term, if applicable, and include justification for the proposed term. DCR reserves the right to accept or refuse any alternate lease term as part of the evaluation and selection process.

Section 5: Experience and Qualifications

a. Summary

Provide a narrative summary of experience and qualifications to undertake, implement and manage the rehabilitation, reuse and maintenance of the property. Supplemental material describing pertinent projects, including visual aids, is encouraged but not required.

b. Describe specialized skills in historic preservation projects

Section 6: Financing Plan

For the purposes of the RFP, the estimated value of the rehabilitation of the property (see Appendix E) is:

Rehabilitation - Hard Costs	\$4,084,013
Rehabilitation - Soft Costs	\$ 205,000
*Maintenance (20% of Fair Market Rent) x 40 year lease	\$1,110,280
*Management (10% of Fair Market Rent) x 40 year lease	\$ 555,140
TOTAL	\$5,954,433

This section is used to determine the proposer's financial prospects for implementing the requirements of this RFP. All information will remain *confidential*. In particular, please provide the following information:

a. Narrative Statement of Financial Capacity

The Proposer should submit as much information as he/she believes will be useful in evaluating his/her financial reliability for:

- all of the pertinent tasks listed in the Conditions Reports and Appendix E
- any proposed alternate tasks not listed in the Conditions Report
- any additional proposed improvements
- all maintenance costs
- all management costs (soft costs) related to proposed reuse (utilities, insurance, legal costs, fees, contingencies, etc.)

b. Estimated project costs

Use the table below to summarize expected costs (attach more detailed breakdowns if desired).

The costs included in the attached Appendix E are for reference only – they represent the potential cost for this work if DCR, as a state agency, were to perform the same tasks. The costs listed in the section below do not need to match those listed in Appendix E, however they must match the total projected income. If projected costs differ significantly from those costs provided please provide information justifying the differences.

HARD REHABILITATION COSTS For example: Site Work, Concrete, Masonry, Wood and Plastics, Roofing, Doors and Windows, Finishes, Furnishings, Mechanical, Electrical, etc.	\$
SOFT REHABILITATION COSTS For example: Architectural / Engineering, Legal / Accounting, Permits / Surveys, Marketing, Construction Interest, Development fees, Financing fees, Insurance, Contingency, Escalation, etc.	\$
MAINTENANCE COSTS Including mowing, roof repairs, repointing, mold remediation, pest control, maintaining mechanical systems, etc. (estimate annual maintenance costs and multiply by proposed lease term)	\$
MANAGEMENT COSTS For example: Utilities, insurance, legal fees, public benefit component; etc. (estimate annual management costs and multiply by proposed lease term)	\$
Total Projected Costs	\$

c. Estimated Funding Sources

Please estimate projected funding sources. The Proposal should not presume any funding, labor or in-kind goods or services from outside philanthropic or volunteer sources, unless explicit written commitment of such support is provided.

Equity (note sources below)	\$
	\$
	\$
	\$
Financing (note sources below)	\$
	\$
	\$
	\$
Other Sources (note sources)	\$
	\$
	\$
	\$
TOTAL PROJECTED INCOME:	\$

Total Proposed Costs (from previous page)

TOTAL PROPOSED COSTS:	\$
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Section 7: Miscellaneous Financial Information

a. Bank References

Lending Institution	Name of Lender	Address	Phone

b. Bankruptcy Disclosure

If the Proposer or any affiliated business entity of the Proposer or any of the entity's officers, principal, or investors has been adjudged bankrupt, either voluntarily or involuntarily, within the last ten years, please note the date and location of the judgment and the name of the party involved.

Section 8: Organizational Structure (if applicable)

If the Proposer is acting officially on behalf of an organization, please describe fully the nature of the organization, including:

a. Describe legal structure of the general partners

b. Describe the legal history of the organization

c. Attach a copy of any joint venture agreement, articles of incorporation or trust agreement establishing the organization.

d. Corporate Structure (if applicable)

Please disclose if the Proposer or any other member of the development entity is a subsidiary of or affiliated with any other corporation or firm. Attach references for the development team and/or team members. Please attach an audited financial statement for the general partners and/or the principal development entity. These statements will be held in strict confidence by the Commonwealth.

Section 9: Statement of Tax Compliance

Pursuant to MGL Chapter 62C, Section 49A*, I, hereby certify that I have filed all state tax returns, have paid all state taxes required under law, and have no outstanding obligations to the Commonwealth of Massachusetts, Department of Revenue.

Signed under the pains and penalties of perjury on this _____ day of 20____.

Federal Tax ID No.

Signature

* "No contract or other agreement for the purposes of providing goods, services or real estate space to any ... agencies [of the Commonwealth] shall be entered into, renewed or extended with any person unless such person certifies in writing, under penalties of perjury, that he had complied with all laws of the Commonwealth relating to taxes,"

Section 10: Disclosure Statement Concerning Beneficial Interest

I hereby state, under the penalties of perjury, that the true names and addresses of all persons who have or will have a direct or indirect beneficial interest (including the amount of their beneficial interest accurate to within one-tenth percent) in the proposed project are listed below:

NAME AND RESIDENCE OF ALL PERSONS WITH SAID BENEFICIAL INTEREST:

NAME	ADDRESS	PERCENTAGE INTEREST
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned also acknowledges and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, or is an employee of the Commonwealth.

I hereby state, under the penalties of perjury, that the names and addresses of all the firms and personal corporations employing attorneys, real estate brokers, architects, engineers, planners, and surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to this proposal are listed in **Section 1**, above.

SIGNED under the penalties of perjury.

Signature

Date

ADD ADDITIONAL SHEETS IF NECESSARY

Section 11: Conflict of Interest

The Proposer covenants that he/she will not employ or retain any company or person (other than a full-time bona-fide employee working for the Proposer) to solicit or secure any agreement related to this RFP, and that he/she has not/will not pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon or resulting from the execution of any agreements.

No member, official or employee of DCR or DCAM shall have any personal interest, direct or indirect, in any agreement entered into or in the lessee, nor shall any such member, official or employee participate in any decision relating to any agreements which affects his / her personal interest or the interests of any corporation, partnership, or association in which he/she is, directly or indirectly, interested. No member official or employee of DCR or DCAM shall be personally liable to the lessee or any successor in interest in the event of any default or breach by the Commonwealth or for any amount which may become due to the lessee or to its successor or on any obligations under the terms of this RFP or any agreements which follow. For the purpose of this statement, employees of either agency shall be deemed to include so-called dependent (03) consultant employees.

Date: _____ By: _____

Section 12: Anti-Discrimination

The Proposer agrees that in the construction of the improvements and otherwise through any agreements made hereafter, it shall cause all contractors, tenants and users to comply with all applicable laws, ordinances, regulations and orders from time to time in effect relating to nondiscrimination, equal employment opportunity, contract compliance and affirmative action.

Date: _____ By: _____

PART V – PROPOSAL EVALUATION & SELECTION PROCEDURE

A. Evaluation Team

DCR will convene an Evaluation Team composing of staff and other individuals whose interest or expertise qualifies them to provide advice to the Commissioner. This Evaluation Team will review all proposals and make appropriate recommendations to the Commissioner. All information submitted to the Department will remain confidential throughout the evaluation process.

B. Criteria for Evaluation

The following criteria will be used in evaluating all proposals:

(20%) Proposed Reuse

- Provides for long term preservation of the property
- Compatible with DCR's mission and management of the State Park / Forest/Reservation
- Compatible with the surrounding municipalities
- Compatible with the historic value of the property
- Compatible with the preservation of the natural environment

(10%) Scope and Nature of Public Benefit Element

- Quality of projects / programs / services that offer a benefit to the park and its users, equal to or exceeding the required 2 annual public access days

(20%) Rehabilitation Plan

- Quality and feasibility of rehabilitation plan goals and timetables
- Proposed lease term consistent with proposed reuse and rehabilitation plan
- Consideration of environmentally sustainable building technology and practices
- Consideration of accessibility issues (if applicable)

(20%) Experience and Qualifications

- Experience and qualifications to undertake, implement and manage the rehabilitation, reuse and maintenance of the property
- Specialized skills in historic preservation projects
- Examples of pertinent previous work

(20%) Financial Capability

- Sources and methods of funding for the rehabilitation of the property
- Sources and methods of funding for continued upkeep and maintenance throughout the proposed lease term

(10%) Overall Proposal Presentation and Organization

- Meets goals and guidelines of this RFP
- Quality and clarity of proposal

C. Curator Selection Process / Timeline

Following the release of this RFP, the Curator selection process will be completed in approximately 12-14 weeks. The process will include:

1. At least one open house to allow prospective Curators to view and inspect the property **(2-3 weeks following release)**. All prospective Proposers are strongly encouraged to attend the Open House(s). Preregistration is required for the open houses: Call 617-626-1361 or email HCP.Requests@state.ma.us.
2. Following submission deadline, the Selection Committee evaluates the responses to this document according to the Criteria stated in this RFP **(6-8 weeks following release)**. During this process DCR may terminate further consideration of any Proposal at its own discretion; it may also request that a Proposer submit additional information.
3. Selection Committee selects one or more finalists to meet for an in-person interview with the Committee **(approx. 2-3 weeks following submission deadline)**.
4. Selection Committee recommends a selected finalist to the Commissioner **(approx. 2-3 weeks following interviews)**. DCR reserves the right to request further information from a Proposer prior to final selection. DCR reserves the right to waive any formalities.
5. Commissioner reviews Selection Committee recommendation **(approx. 2 weeks following recommendation)** and if accepted, provisionally designates a Curator for the property.

All Proposers will be notified in writing of this Curator designation. Following designation, the Curator and the Commonwealth will sign a Provisional Lessee Designation Agreement which is valid for one year. This agreement requires the designated Curator to provide certain assurances, including proof of insurance and financial capability, before a lease can be executed. During this period, DCR will begin drafting a lease.

PART VI: RESERVATIONS AND CONDITIONS

A. General Reservations

1. DCR makes no express or implied representations or warranties as to the accuracy and/or completeness of any of the information provided as part of this Request for Proposals (the "RFP"), including information that is available upon request. This information is provided subject to errors, omissions, change of cost, lease or conditions, additional changes in and different interpretations of laws and regulations, prior sale, lease or financing.
2. DCR reserves the right to suspend, withdraw or amend this RFP at any time, without notice.
3. DCR reserves the right to seek additional information or revised proposals from respondents or finalists at any time prior to selection of developers through written notice to all respondents.
4. DCR reserves the right to change the selection process or schedule with written notice to all respondents to the RFP or finalists, as necessary.
5. DCR reserves the right to reject, in its sole discretion, any proposal not submitted in conformance with this RFP and any amendments hereto, or to reject any and all proposals, in its sole discretion, for any reason. DCR further reserves the right to waive or decline to waive irregularities in any proposal when it determines that it is in DCR's best interest to do so.
6. If a lease is not executed with the Selected Curator, DCR may choose to execute a Lease with an alternate Curator from the pool of respondents, to terminate the selection process, or to begin a new selection process.
7. DCR reserves the right to discontinue its selection of any Proposer, or the entire RFP process for any reason whatsoever or for no reason, prior to the execution of a Lease.

B. Conflict of Interest and Collusion

1. By submitting a proposal, a Respondent certifies that no relationship exists between the Respondent or any of its officers, employees, agents, or representatives and DCR, or any officer, employee, or agent of DCR that constitutes unfair competition or conflict of interest or that may be adverse to DCR.
2. By submitting a proposal, a Respondent certifies that it has not acted in collusion with any other Respondent or other entity doing business with DCR in a way that would constitute unfair competition.

C. Confidentiality

1. Respondents should assume that all material submitted in response to the RFP will be open to the public following the evaluation process, with the exception of the Respondents' personal financial information which DCR shall endeavor to keep confidential.

2. DCR reserves the right to share any and all ideas from any of the proposals submitted with a selected Curator. No Respondent has proprietary rights to any ideas or materials submitted in its response to the RFP. All material submitted becomes the sole property of DCR.

D. Respondent's Responsibilities

Respondents shall be entirely responsible for verifying construction cost estimates, code requirements, design guidelines, and any other regulatory information. Respondents shall be entirely responsible for verifying any and all site conditions of the property. Copies and summaries of this information are included in this RFP only as a convenience and DCR is not liable for any mistakes, damages, or other consequences arising from use of this information.

E. Other Legal Issues

1. Conflict of Interest

a. DCR employees are not eligible to participate in the Historic Curatorship Program.

b. Employees of the Commonwealth may participate in the Historic Curatorship Program, provided, however, that they comply with the requirements of Chapter 268A §7.

2. Miscellaneous Provisions

The Department's objective in seeking an outside entity to lease the property is the preservation of the property. For this reason, in the event that the property's historic integrity is significantly destroyed by fire or other cause, DCR reserves the right to terminate the lease, unless the Curator is interested in using insurance proceeds to rebuild a similar compatible structure. Additionally, in the event of a default by a Curator, DCR reserves the right to terminate the lease. Events of default may include, but are not limited to, the following: 1) failure to comply with the terms and conditions of the lease agreement; 2) abandonment of the premises; 3) Curator bankruptcy.

PART VII: APPENDICES

A. DEFINITIONS

B. PRESERVATION STANDARDS AND CRITERIA

C. HISTORIC CURATORSHIP PROGRAM ENABLING LEGISLATION

D. MAINTENANCE STANDARDS

E. REHABILITATION COST ESTIMATES

F. FAIR MARKET RENT DETERMINATION

G. FLOOR PLANS

H. 2001 WALLACE FLOYD REPORT

I. 2006 GOODY CLANCY HISTORIC STRUCTURES REPORT

J. CLARK+ GREEN 2011 CONDITIONS ASSESSMENT

K. NATIONAL REGISTER NOMINATION

L. BLC STUDY REPORT

M. HISTORIC PLANS (1904+1924)

N. TAX CREDIT INFORMATION

ADDENDUM #1: PLANS AND SPECIFICATIONS FOR 2010 SOUTH STABLES
REHABILITATION
