

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with Hamilton Canal Limited Partnership, with principal office at One Washington Mall, Suite 500, Boston, Massachusetts 02108, for use of City of Lowell property; to wit, a portion of the HCID Signature Bridge in the Hamilton Canal Innovation District (HCID) for the purpose of a staging area for construction-related personnel during construction of the connector between Parcels 8 and 9 as located in the HCID.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager is hereby authorized to enter into a License Agreement with Hamilton Canal Limited Partnership, with principal office at One Washington Mall, Suite 500, Boston, Massachusetts 02108, for use of City of Lowell property; to wit, a portion of the HCID Signature Bridge in the Hamilton Canal Innovation District (HCID) for the purpose of a staging area for construction-related personnel during construction of the connector between Parcels 8 and 9 as located in the HCID.

COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL
LICENSE AGREEMENT

THIS LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called "LICENSOR," and HAMILTON CANAL LIMITED PARTNERSHIP, having its principal offices at One Washington Mall, Suite 500, Boston, Massachusetts 02108, hereinafter called "LICENSEE," WITNESSETH THAT:

The LICENSOR owns property known as the HCID Signature Bridge in the Hamilton Canal Innovation District (HCID), in the City of Lowell, hereinafter called the "SITE", attached hereto as Exhibit "A"; and made a part hereof; and

The LICENSEE desires to use a portion of the premises for the purpose of a staging area for construction-related personnel during construction of the connector between Parcels 8 and 9 as located in the HCID as shown in Exhibit "A"; and

NOW, THEREFORE:

I. The LICENSOR hereby grants to the LICENSEE a license to encroach upon and use the SITE as shown on the plan marked "Exhibit "A" and made a part hereof a staging area for construction-related personnel during construction of the connector between Parcels 8 and 9 from June 15th, 2021 through October 15th 2021 subject to the following terms.

2. The LICENSEE shall maintain the staging area free and clear of all debris, litter, and nuisance during the licensed period.

3. The LICENSEE is prohibited from renting space in said licensed premises to any other person or persons or for any term or tenancy whatsoever.

4. The LICENSEE shall be responsible for any necessary permitting, snow and ice removal, security and basic lot maintenance, the City shall make no improvements.

5. The LICENSEE shall assume all liability for the use of the staging area and provide the City with insurance documentation pursuant to Paragraph 10.

6. The LICENSEE shall construct and install a temporary stair and accessible ramp for pedestrians across Swamp Locks. The City Engineer's Office shall review and approve the design prior to installation.

7. The LICENSEE shall ensure that only minimal weight loading will be on the terra-firma paved bridge approach. The load will consist only of: metal staging; the workforce that will be upon the staging (during work-day); and the materials that workforce is handling during window installations, façade installation and the installation of other building exterior elements. There will be no machinery or equipment accessing the Tsongas Bridge to bring materials to these efforts. That material moving scope will be serviced from the Appleton Apts. side of Parcels 8 and 9. This represents a slight expansion of the existing construction easement to accommodate these overdue scopes. Winn is responsible for the asphalt finish paving in this same area (built to Tsongas Bridge project specs).

8. The LICENSEE shall complete all significant restoration requirements related to the following street opening permits by October 15, 2021:

- Permit 2020-2085 issued 5/8/2020
- Permit 2020-3013 issued 5/13/2020
- Permit 2020-3014 issued 5/14/2020

9. During the period in which the license agreement is in effect, the licensee commits to following the same guidelines that were granted to Sunrise Erectors while they completed the exterior curtain wall system for the HCID parking garage.

10. It is agreed that this is a License only, that the Licensee shall, at all times, maintain sufficient insurance policies in an amount not less than \$500,000.00 on the premises, naming the city as one of the “insured”, and agrees to hold the City harmless from any and all injuries resulting from said use of the property under this License. Licensor shall have the right to inspect the property at any time during the period of said License granted hereunder.

11. The LICENSOR shall allow the LICENSEE to continue exterior construction on Saturdays solely within the hours of 10:00A – 4:00PM. Exterior construction shall only occur between June 15, 2021 and October 15, 2021. The LICENSEE shall comply with all City ordinances and the LICENSOR reserves the right to restrict Saturday exterior construction for multiple violations to the City’s sound ordinance without nullifying this agreement. The LICENSEE shall coordinate with the LICENSOR to mitigate any negative impacts for adjacent residents.

12. The License shall be predicated upon, and shall not be in effect until, receipt of adequate insurance coverage, satisfactory to the Law Department of the City of Lowell, naming the City as an insured party, which coverage shall be kept in force so long as the use of the premises continues under this License.

13. If the insurance policy is cancelled or lapses without being immediately renewed, or replaced or for any other breach of the License provisions, then the License granted hereunder shall be forthwith terminated and the Licensee shall have to cease and desist from said use of the property. Evidence of insurance shall, at all times, be sent to the Law Department of the City of Lowell.

14. This License agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated June _ , 2021

15. The Licensee releases and agrees to indemnify and hold harmless the City of Lowell, its agents, officers, servants and employers from any and all claims, demands and liabilities, including attorney’s fees, whatsoever from any and all claims from damage or injury to person or property which might occur on account of the License for the use of the staging area and parking at the site.

16. The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall agree to be responsible for, and to pay for the cost of any damage incurred during the licensed period to the Licensor regarding the licensed premises.

17. Inherent in this License Agreement is the unilateral right of the Licensor or the Licensee to cancel this license at any time upon written notice thereof to the Licensee or Licensor for any reason.

18. It is understood and agreed that this License does not grant any ownership interest to the Licensee in the licensed area.

Signed and sealed this _____ day of _____ 2021.

CITY OF LOWELL

HAMILTON CANAL LIMITED PARTNERSHIP

Eileen M. Donoghue
City Manager

By: _____
Hamilton Canal GP LLC. its General Partner
By: WDP Manager Corp. its Manager
By: Gilbert J. Winn. President

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor

EXHIBIT A

COMMONWEALTH OF MASS. (D.C.R.)

BRIL LIGHT

BRIL

Requested Limit of Access by KCI

PROP CANAL STREET BRIDGE
SEE BRIDGE PLANS FOR DETAIL

BRIDGE LIGHT

6'X8' FO MANHOLE
2-2" FIBER OPTIC

CONNECT PROPOSED GAS,
ELECTRIC, TELEPHONE AND
CABLE LINES TO CANAL STREET
EXISTING UTILITIES

2-2" COMCAST
CONNECT TO EXISTING
ORNAMENTAL STREET LIGHT

BRIDGE LIGHT,
CONNECT PROP 12
WATER TO EXISTING
12" WATER WITH DI
COUPLING

4-4" FIBER OPTIC
7'X9' FO MANHOLE

**PROPOSED RESIDENTIAL/
RETAIL BUILDING**
175,000± GSF (TOTAL PARCEL 8 & 9)
5 STORIES
FFE VARIES; REFER TO ARCH PLANS

LOT 9

LOT 8

HEAT TRACE
MANHOLE
L STREET

PROPOSED VARIABLE WIDTH
TRINITY UTILITY EASEMENT

HCD Parcels 8 & 9
Canal Street
Lowell, Massachusetts

No.	Revision	Date	App'd.

Designed by: SKE Checked by: CPN
Issued for: Review Date: April 30, 2020

Not Approved for Construction
Drawing Title: Bridge Utility Overlay

Fig1

Sheet 1 of 1

Project Number: 14133.00

Saved Wednesday, April 29, 2020 2:55:57 PM SEBAUGH Plotted Thursday, April 30, 2020 11:32:20 AM Ebaugh, Sarah



Eileen M. Donoghue
City Manager

Kara Keefe Mullin
Assistant City Manager

June 8, 2021

Mayor John J. Leahy
and
Members of the City Council

REFERENCE: License Agreement – Tsongas Bridge (HCID Signature Bridge)

Dear Mayor Leahy and Members of the City Council:

Attached please find a License Agreement for the City of Lowell owned property, the Tsongas Bridge (i.e. HCID Signature Bridge) and as depicted in Exhibit “A” attached. The property is located in the Jackson/Appleton/Middlesex (JAM) Plan Urban Renewal District.

WinnDevelopment (as Hamilton Canal Limited Partnership, “Winn”) has requested to utilize this property in order for a lift to be utilized to put windows in for a portion of the building. Winn will utilize similar equipment as was used to install windows for the HCID Garage stairtower. The work will also be coordinated with Newport, who has punchlist items left on the bridge.

I respectfully request that the City Council vote to approve the proposed License Agreement in order to help keep the project on schedule, currently expected to be completed in 1 year.

Sincerely,

Eileen M. Donoghue
City Manager

KKM/ns
Attachment

cc: Christine McCall, Assistant City Manager/ DPD Director
Christine P. O’Connor, City Solicitor
Kerry Jenness, First Assistant City Solicitor
Patricia Lucken, Asset Manager
Joseph Giniewicz, Urban Renewal Project Manager