

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a Temporary Access Agreement between the City of Lowell and Henry General Contractors, Inc., relative to property located at 55 Kearney Square, Lowell, MA.

The City of Lowell owns property at 55 Kearney Square, Lowell; and

Henry General Contractors, Inc. has requested access to said property for the purpose of a temporary staging area for the roof replacement of the Lower Locks Gatehouse; and

A Temporary Access Agreement for such purpose is needed; and

The City of Lowell is willing to grant temporary access to Henry General Contractors, Inc., their employees, agents and contractor's access onto the property for the purpose of this temporary staging area beginning on March 1, 2023 and ending on March 15, 2023.

Said Agreement shall be predicated upon adequate insurance coverage shall be kept in force so long as said use of the premises continues under this License.

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

That the City Manager be and is hereby authorized to execute a Temporary Access Agreement between the City of Lowell and Henry General Contractors, Inc., their employees, agents and contractor's relative to property at 55 Kearney Square, Lowell for the purpose of a temporary staging area for the roof replacement of the Lower Locks Gatehouse, all as more fully described in the form, or substantially the form, attached hereto, and to execute all other documents related to this agreement.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts and HENRY GENERAL CONTRACTORS, INC., 57 Observer Street, Springfield, MA 01104, WITNESSETH THAT:

The CITY OF LOWELL own the property located at Parcel 3345-55 or 55 Kearney Square, Lowell, MA 01852, hereinafter called the "SITE," attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, Henry General Contractors, Inc. has requested access to said property as depicted in Exhibit "A" for the purpose of a Temporary Staging Area for the roof replacement of the Lower Locks Gatehouse, to be at the Lowell National Historical Park trolley tracks easement or at the southernmost end of the parcel, adjacent the Eastern Canal and the Gatehouse; and

WHEREAS, the CITY OF LOWELL is willing to grant access to the property as shown in Exhibit "A" for the purpose of a Temporary Staging Area beginning on March 1, 2023 and ending on March 15, 2023;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. The CITY OF LOWELL hereby grants to Henry General Contractors, Inc., its employees, agents, and contractors, access onto the SITE for the purpose of a Temporary Staging Area;
2. Henry General Contractors, Inc. shall be responsible for the safety and security of the SITE;
3. Henry General Contractors, Inc. shall obtain all necessary City of Lowell permitting, approvals, and authorizations, required as part of the Temporary Staging Area activities, failure to obtain proper permitting shall void this access agreement;
4. Henry General Contractors, Inc. shall restore the SITE to its original condition upon completion of the work;
5. Henry General Contractors, Inc. and the CITY OF LOWELL acknowledge that the City makes no representations or warranties regarding the condition or safety of its property and that entry upon the property is at the risk of Henry General Contractors, Inc. and its employees, agents, and contractors. The CITY OF LOWELL shall not be responsible for any personal injury or property damage suffered by any party or person that arises in any way out of the activities contemplated in this Agreement, except to the extent that such injury or

damage is a direct result of negligence of the CITY OF LOWELL, and subject to the limits set forth in MGL Chapter 258. Henry General Contractors, Inc. agrees to purchase and maintain a public/liability insurance policy in the amount of \$250,000 for injury to one person and or property and the amount of \$500,000 for injury to more than one person and or property naming the City as an additional insured.

6. If the insurance policy is cancelled or lapses without being immediately renewed, or replaced or for any other breach of the Temporary Access Agreement provisions, then the agreement granted hereunder shall be forthwith terminated and Henry General Contractors, Inc. shall have to cease and desist from said use of the SITE. Evidence of insurance shall, at all times, be sent to the Law Department of the City of Lowell.
7. Henry General Contractors, Inc. agrees to defend, indemnify and hold the CITY OF LOWELL, its officers, officials, agents and employees harmless from and against any suits, claims, actions, costs, expenses, fees, liability, losses and damages that may be asserted against, imposed upon, or incurred by the CITY OF LOWELL, its officers, officials, employees and agents, as a result of, relating to, or arising from any act or omission of Henry General Contractors, Inc. or its employees, agents, and contractors that is directly associated or in connection with the grant of access as set forth herein.
8. Henry General Contractors, Inc. and its contractors, employees and representatives shall not interfere with, impede or deter the City's access, work, or activities on the SITE at any time.
9. The Temporary Access Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated February 14, 2023.
10. Henry General Contractors, Inc. hereby agrees to be responsible for, and to pay for the cost of any damage to the CITY OF LOWELL regarding the premises.
11. Inherent in this Temporary Access Agreement is the unilateral right of the CITY OF LOWELL to cancel this Temporary Access Agreement at any time upon written notice thereof to Henry General Contractors, Inc. for any reason.
12. It is understood and agreed that this Temporary Access Agreement does not grant any ownership interest to the SITE in the Temporary Access Agreement area.

IN WITNESS WHEREOF, the Parties have executed this Agreement as a contract under seal this the ___ day of February 2023.

CITY OF LOWELL, MA

Henry General Contractors, Inc.

By: _____

Thomas A. Golden Jr., City Manager

By: _____

Jason Lee, PM

Approved as to form:

Helene A. A. Tomlinson, City Solicitor



Thomas A. Golden, Jr.
City Manager

February 14, 2023

Mayor Sokhary Chau
and
Members of City Council

REFERENCE: Temporary Access Agreement

Dear Mayor Chau and Members of the City Council:

Henry General Contractors, Inc. has requested access to the City owned property located around 55 Kearney Street.

The property would be accessed for the purpose of a Temporary Staging Area for the roof replacement of the Lower Locks Gatehouse, to be at the Lowell National Historical Park trolley tracks easement or at the southernmost end of the parcel, adjacent the Eastern Canal and the Gatehouse. The Temporary Access Agreement indemnifies the City from injury to persons and property damage. The Agreement requires the contractor to obtain all necessary permitting approvals and restore the site to its original condition upon completion of the agreement.

Sincerely,

Thomas A. Golden, Jr.
City Manager

Attachment: Temporary Access Agreement
Exhibit "A" Geographical Information Systems (GIS)