



DOCUMENT

CITY OF HAVERHILL

In Municipal Council

ORDERED:

That the Mayor be and is hereby authorized to execute a certain "Site Access Agreement", attached hereto, relative to real property located at the Rocks Village Firehouse, also known as the Rocks Village Hand Tub House, on River Road.



JAMES J. FIORENTINI
MAYOR

CITY OF HAVERHILL
MASSACHUSETTS

CITY HALL, ROOM 100
FOUR SUMMER STREET
HAVERHILL, MA 01830
PHONE 978-374-2300
FAX 978-373-7544
WWW.CI.HAVERHILL.MA.US

April 12, 2012

City Council President John Michitson and
Members of the Haverhill City Council

RE: Rocks Village

Mr. President and members of the City Council:

Enclosed, please find an order to assist the contractor who is rebuilding the Rocks Village Bridge.

This allows the contractor to store equipment and access the site during the Rock Village Bridge reconstruction through November 2014.

I recommend approval.

Very truly yours,

James J. Fiorentini, Mayor

JJF/lk

Encl.

SITE ACCESS AGREEMENT

DATE: April 11, 2012

PARTIES: City of Haverhill
c/o City Solicitor's Office
145 Main Street
Bradford, MA 01835
(the "Owner")

SPS New England, Inc.
98 Elm Street
Salisbury, MA 01952
(the "Contractor")

RE: Rocks Village Fire House
Use of Land

AGREEMENT:

In consideration of the mutual covenants and agreements set forth below, the parties do hereby covenant and agree as follows:

1. Subject to the conditions of this Agreement, Owner hereby grants permission for SPS to use land adjacent to the Rocks Village Firehouse on River Road. as a temporary laydown area for the duration of the Rock's Village Bridge Rehabilitation project. The expected completion date is to be November 17, 2014.
2. The activities permitted by this Agreement (the "Activities") shall consist of those listed below with locations that can be seen on attached drawing.
 - Installation and removal of hay socks around the perimeter of disturbed soil for erosion and sedimentation control.
 - Selective tree removal to be coordinated with the Owner.
 - Remove and resetting of concrete post at entry way.
 - Striping, stacking, and reinstallation of loam.
 - Installation of temporary stone / gravel base for access.
 - Installation of steel road plates and concrete barrier adjacent to the fire house for protection of the existing structure.
 - Seeding of all disturbed areas
 - Construction laydown

The Activities shall be performed by SPS in accordance with all applicable regulations and government requirements. SPS shall be responsible for obtaining all necessary permits and approvals (if any) to conduct the Activities. SPS further agrees to perform the Activities to be conducted: (i) in a safe manner and without exposing persons on the Property to any unreasonable risk; (ii) with no unreasonable disruption of the use of the Property; and (iii) for the term set forth in Paragraph 3 below; (iv) area will be restored to existing / improved condition.

3. The Activities shall be of no cost or expense to the Owner.
4. Neither SPS nor its employees, subcontractors or agents, shall, in the course of performing the Activities, unnecessarily or unreasonably obstruct or interfere with or impede the ingress and egress of persons or vehicles to and from the Fire House or otherwise unnecessarily or unreasonably interfere with the Owner's use of the Fire House, and SPS shall use diligent efforts to minimize any such interference.
5. SPS shall repair in a timely manner any damage to the Property cause by the Activities and/ or the entry upon the Property by SPS or any subcontractor.
6. SPS agrees to indemnify and hold harmless the Owner, its agents, servants, employees, officers, directors, and trustees against all claims, losses, expenses (including reasonable attorneys' fees), and injuries to persons or property arising from the performance of the Activities on the Property except to the extent caused by the negligence or willful misconduct of Owner, its employees, agents and representatives. The terms of this paragraph shall survive the term of this Agreement.
7. N/A
8. N/A
9. SPS shall provide to the Owner, at no cost to the Owner, copies of any report or submission to government entities, including without limitation DEP, which identify and /or discuss the Site and/or the Property, within fifteen (15) days of such submissions.
10. SPS agrees to maintain the locations where the Activities are performed in good order at SPS's sole cost and expense.
11. SPS agrees that any equipment or other property of SPS or its employees, servants, agents, or subcontractors, which are on the Property, shall be at SPS's sole risk
12. In connection with its obligations under this Agreement, SPS shall provide the Owner with its contractor's certificates of insurance evidencing Comprehensive General Liability (with limits of liability of not less than \$1,000,000 per occurrence), Automobile Insurance (comprehensive form), Professional Liability, and the Pollution Liability coverage. Such certificates of insurance shall name the Owner as an additional insured, and shall be provided to the Owner prior to the commencement of the Activities on the Property. Such certificates shall also stipulate that such insurance will not be materially reduced or canceled unless ten (10) days prior written notice of such termination given to the Owner.
13. By executing this Agreement, or conducting the Work, neither the Owner nor SPS waives any rights they may have against each other or against any other person or entity in connection with any contamination that may exist at or on the Property. Nothing in this Agreement shall constitute a waiver or any attorney work product or attorney-client privilege.
14. This Agreement shall be valid through the expected completion date of November 17, 2014. SPS may extend the term of the Agreement upon thirty (30) days written notice if the expected completion date is extended. Notwithstanding the foregoing, the Owner may terminate this Agreement at any time for good cause, including but not limited to a violation of the terms of this Agreement by SPS. Thereafter, SPS shall have a reasonable amount of time to restore the property as contemplated in paragraph 2 above.

15. SPS may assign its rights and/or obligations under this Agreement only with the Owner's written consent. Such consent shall only be provided if SPS's proposed assignee(s) agree(s) in writing to all terms and conditions of this Agreement.
16. Neither Party to this Agreement shall record this Agreement.
17. To the extent that the terms of this agreement conflict with the Activities described in the attached drawing, the terms of this agreement shall control.
18. Nothing contained in this Agreement shall be construed as an admission of any fact or liability of any party to this Agreement.
19. This Agreement shall be binding upon, and shall inure to the benefit of, the respective successors and assigns of the parties hereto. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.
16. This Agreement may be signed in counterparts separately by each party to this Agreement, and all the executed pages shall be appended to the original Agreement, and all of which when executed shall constitute a duly executed and integrated Agreement.

City of Haverhill

Date

SPS New England, Inc.

Date

Rocks Village Bridge Rehabilitation Project Haverhill Massachusetts Proposed Laydown Area



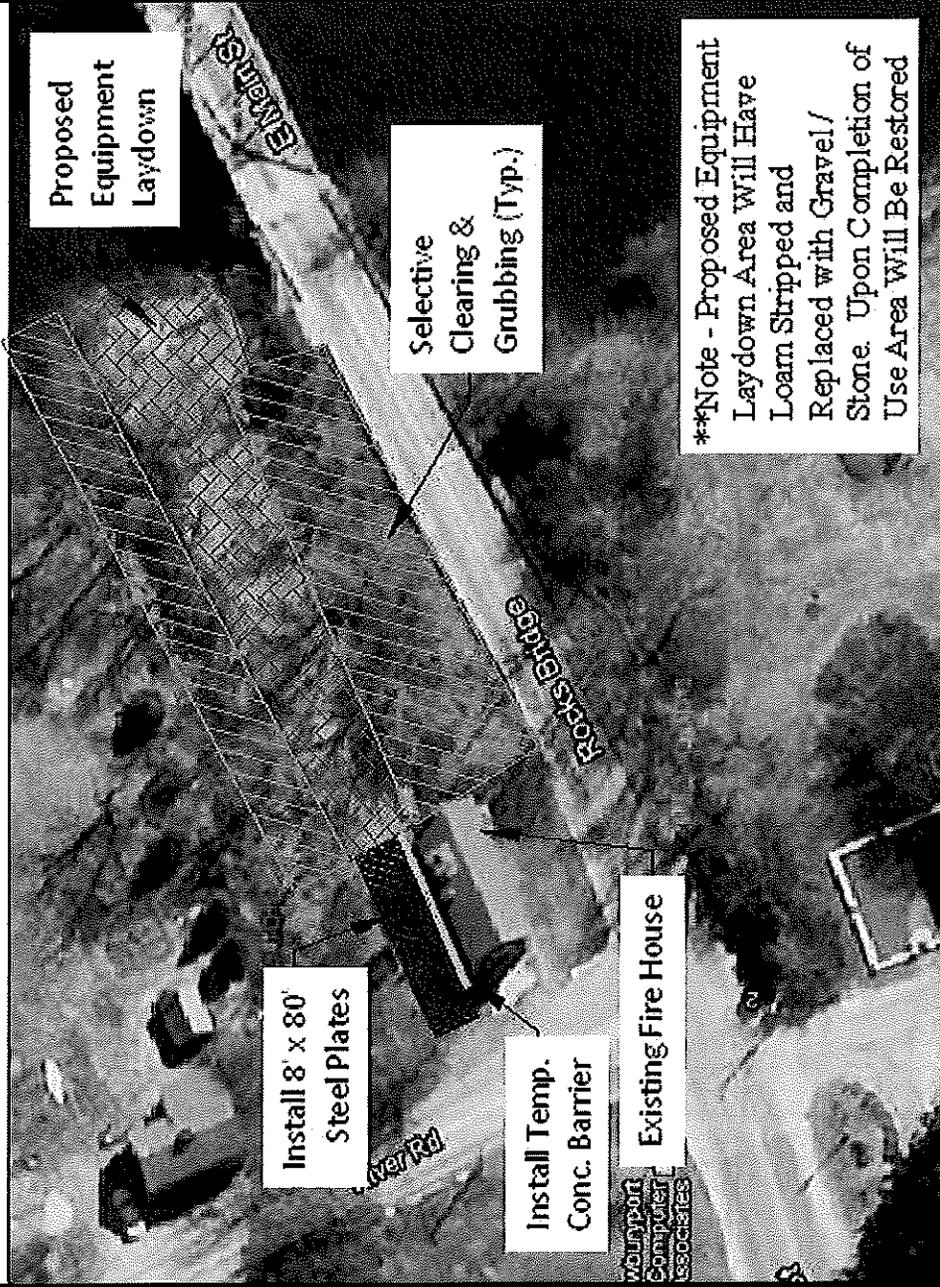
New England, Inc.

Job:
Haverhill /
West Newbury
Rocks Bridge

Title:
Proposed
Equipment
Laydown Area

Date:
3-30-2012

Drawn By:
JDH



Proposed
Equipment
Laydown

Selective
Clearing &
Grubbing (Typ.)

Install 8' x 80'
Steel Plates

Install Temp.
Conc. Barrier

Existing Fire House

****Note - Proposed Equipment Laydown Area Will Have Loam Stripped and Replaced with Gravel/ Stone. Upon Completion of Use Area Will Be Restored**

Wauppon
Computer
Associates