



City of Cambridge

Agenda Item No. 3

IN CITY COUNCIL

May 24, 1982

ORDERED:

That the City Manager is hereby authorized to enter into an agreement with Clinical Assays Division of Travenol Laboratories, Inc., (Clinical Assays), which agreement shall grant a permit to Clinical Assays to erect a pedestrian bridge approximately four (4) feet in width, fifty-one (51) feet in length, and eight (8) feet in interior height, which bridge shall cross Vassar Street and connect the buildings at 620 Memorial Drive and 600 Memorial Drive. The minimum clearance of said bridge shall be twenty-one (21) feet; and be it further

ORDERED:

That this approval is granted on the condition that the petitioner will not object in the future to heavy truck traffic on Vassar Street and Memorial Drive, resulting from the realignment of truck routes.

In City Council May 24, 1982.

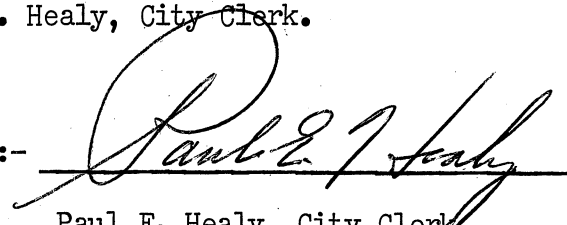
Adopted by a yeas and nays vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-


Paul E. Healy, City Clerk.



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In City Council May 24, 1982.

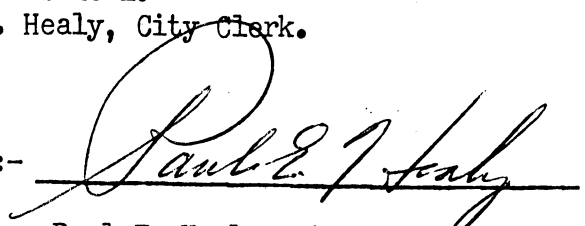
Adopted by a yea and nay vote:-

Yeas 8; Nays 0; Absent 1.

Attest:- Paul E. Healy, City Clerk.

A true copy;

ATTEST:-


Paul E. Healy, City Clerk.

AGREEMENT

This agreement made this day of , 1982, by and between the City of Cambridge, a municipal corporation, acting by and through its City Manager (hereinafter called the City), and Clinical Assays Division of Travenol Laboratories, Inc., a Delaware corporation with its principal place of business in Illinois (hereinafter called the Licensee).

WHEREAS, the Licensee is the lessee of that certain real property abutting on Memorial Drive and Vassar Street in said Cambridge, known and numbered as 620 Memorial Drive (hereinafter called Parcel 1); and

WHEREAS, the Licensee is the lessee of that certain real property abutting on Memorial Drive and Vassar Street in said Cambridge, known and numbered as 600 Memorial Drive (hereinafter called Parcel 2); and

WHEREAS, the Licensee desires that Parcels 1 and 2 be connected by a pedestrian bridge, overpass or ramp, without the use of public streets and sidewalks, for purposes of commuting between the parcels over Vassar Street.

WITNESS THAT:

The City does hereby grant the application of the Licensee made to the Cambridge City Council on May 24, 1982 for permission to construct said pedestrian bridge between Parcels 1 and 2 across Vassar Street, as shown on the attached plans, subject to the following conditions:

1. Said bridge shall be constructed in general conformance with plans prepared by Industrial Steel Co., Inc., dated

January 22, 1982. Said plans are to be submitted to the City's Building Commissioner and Commissioner of Public Works, from whom the Licensee will obtain all necessary licenses and permits for said construction.

2. The Licensee shall, in the construction and use of said bridge, conform to all applicable laws in effect during the life of this agreement.

3. Said bridge will be approximately four feet (4.0') in width, fifty-one feet (51') in length, and the interior height will be approximately eight feet (8'). The distance from the surface of Vassar Street to the bottom of the bridge shall be at least twenty-one feet (21').

4. FEE

The consideration for this permit shall be the payment to the City by the Licensee of an annual fee of Five Hundred Dollars (\$500).

5. The Licensee covenants with the City to so construct and maintain the bridge so as not to constitute a hazard to persons and/or property making use of Vassar Street, and to indemnify and hold harmless the City from any and all damages or injuries caused by the construction, maintenance, destruction, dismantling or collapse of said bridge, or which arise by reason of any thing falling or being thrown from said bridge.

6. The Licensee covenants with the City forever to indemnify and save harmless the City against all claims and demands of all persons for damages, costs, expenses or compensation in any way arising out of the use and occupancy by the

Licensee of the bridge, or by reason of any act of neglect of the Licensee, its officers, agents and employees, or by reason of any violation of this agreement or any license or permit necessary for the construction, use or occupancy of said bridge.

7. The Licensee hereby waives all rights to damages from the City which may result from injury to the bridge arising out of public use of Vassar Street.

8. ASSESSING

It is understood by both parties that the bridge, when completed, will constitute real property, which shall be assessed in the ordinary manner by the City's Board of Assessors to the owner of Parcel 1 or to the Licensee pursuant to G.L. c. 59, §11. .

9. This agreement and the permit granted by it shall be revocable by the City for any of the following:

- a) The violation of any of the terms or specifications of this agreement;
- b) Substantial change of use of the property at 600 Memorial Drive or 620 Memorial Drive;
- c) In the event that the space occupied by the bridge shall be required by the City for a paramount municipal use;
- d) In the event that the bridge shall be used for any purpose other than pedestrian passage over Vassar Street;
- e) In the event that the bridge shall be declared by any court of competent jurisdiction to be an unlawful structure;
- f) Failure to maintain the insurance policy required by paragraph 13 of this agreement.

The revocation shall be effective upon thirty (30) days written notice to the Licensee, sent, certified mail, to the Licensee at 600 Memorial Drive, Cambridge, Massachusetts. If the City revokes this agreement and permit, the Licensee's obligation to pay the fee specified in paragraph 4 shall cease.

10. The Licensee may, at any time, terminate this agreement and permit by giving the City ninety (90) days notice in writing, said notice to be effective as of the first day of the month following the termination of such 90-day period.

11. Upon revocation or termination of this permit, the Licensee covenants that it will, at its own cost, remove the bridge; upon failure to remove the bridge after 30 days written notice from the City, the City may, at the sole expense of the Licensee, remove it without liability for inevitable damage resulting to the remaining structures.

12. The Licensee further specifically agrees as follows:

a) The Licensee shall obtain prior approval of all construction schedules from the City's Traffic Director, so as to insure the orderly flow of traffic during construction of the bridge.

b) Any light fixtures built on, or as part of, the bridge must be built so that the lamps and fixtures are not visible from the street.

c) There will be no signs or other identifiable devices on the bridge.

13. The Licensee shall forthwith obtain a Certificate of Insurance at its expense designating the City as an additional

insured under its combined single limit for bodily injury and property damage policy in the amount of Five Million Dollars (\$5,000,000), insuring the City and the public against any liability, loss or damage that might result to the City or any person or property as a result of the construction, maintenance, use or dismantling of the bridge; said insurance policy shall be maintained as long as the bridge remains in existence, and failure to maintain said policy shall be grounds for revocation of this permit forthwith.

14. The City may terminate this agreement and permit after the expiration of twenty (20) years from the date hereof, notice of termination to be given in accordance with paragraph 9 hereof. Upon termination, the City may require the Licensee to remove the bridge at its own expense without damage to Vassar Street or other property of the City.

IN WITNESS WHEREOF, the City of Cambridge has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Robert W. Healy, City Manager, hereinbefore duly authorized by vote of the City Council of the City of Cambridge to execute this agreement which vote is incorporated herewith and made a part hereof, and Travenol Laboratories, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by its duly authorized Officer.

APPROVED AS TO FORM

CITY OF CAMBRIDGE

Russell B. Higley
City Solicitor

By: _____
Robert W. Healy
City Manager

TRAVENOL LABORATORIES, INC.

By: _____



City of Cambridge

(original version)
IN CITY COUNCIL

May 24, 1982

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City of Cambridge

MASSACHUSETTS

In City Council

May 24, 1982

AGENDA ITEM NUMBER THREE

RE: PROPOSED AGREEMENT BETWEEN THE CITY OF CAMBRIDGE AND CLINICAL ASSAYS
ON THEIR PETITION FOR A WALKWAY OVER VASSAR STREET BETWEEN 600 AND 620
MEMORIAL DRIVE.

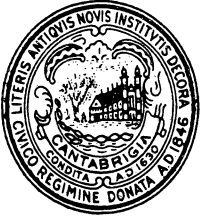
	YEA	NAY	ABSENT	PRESENT
Mr. Daniel J. Clinton	✓			
Mr. Thomas W. Danehy			✓	
Mr. Francis H. Duehay	✓			
Ms. Saundra Graham	✓			
Mr. Leonard J. Russell	✓			
Mr. David E. Sullivan	✓			
Mr. Walter J. Sullivan	✓			
Mr. Wylie	✓			
Mayor Vellucci	✓			

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CITY OF CAMBRIDGE

CAMBRIDGE, MASSACHUSETTS 02139
Tel. 498-9011

EXECUTIVE DEPARTMENT
ROBERT W. HEALY
City Manager

May 24, 1982

To the Honorable, the City Council:

With reference to Awaiting Report Item No. 7, I
transmit herewith communication from the Board of Assessors,
together with a copy of the proposed agreement, pertaining
to the petition of Clinical Assays for the construction of a
walkway over Vassar Street between 600 and 620 Memorial Drive.

Very truly yours,

Robert W. Healy
City Manager

RWH/b

*Order
RWH*

Re: Response to Awaiting Report Item No. 7
regarding a proposed agreement between the
City and Clinical Assays on their petition for
a walkway over Vassar St. between 600 and 620
Memorial Drive.

CMS
SR
RF
A

In City Council,

May 24, 1982

5/24/82

Order
Adopted

AS

Amended

8-0-1