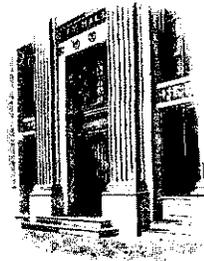




City of Quincy
City Hall
1305 Hancock Street
Quincy, Massachusetts 02169
Purchasing Department



ADDENDUM NUMBER 1

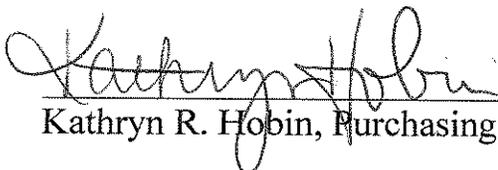
PROPOSAL DATE: SEPTEMBER 28, 2010 @ 2:00 p.m.

PROPOSAL TITLE: DEVELOPMENT AND MAINTENANCE OF SOUTHER TIDE MILL SITE

PLEASE NOTE THE FOLLOWING:

1. On September 14th, 2009 the City of Quincy entered into a “license” agreement with Thayer Academy allowing them access to Town River via the Souther Tide Mill parcel during specific periods of time each year for crew team practice and races. Please find the details of the agreement attached. Accordingly, the winning proposer(s) will work with a representative of Thayer Academy and the City of Quincy to coordinate a contract which will incorporate the aforementioned licensing agreement.
2. Please note on *Page 4* of the **Proposal Content and Requirements** section the *number 4* was inadvertently omitted due to a typographical error.

Thank you. **PLEASE SIGN AND ATTACH TO YOUR PROPOSAL, AS IT IS NOW A PART OF.**


Kathryn R. Hobin, Purchasing Agent

Date: _____ Proposer's Signature: _____

FACILITY USE AND ACCESS AGREEMENT OCT -8 A 9: 06

PURCHASING DEPT

AGREEMENT made this 14th day of September, 2009 by and between the City of Quincy, acting through its Park and Recreation Board (hereinafter "Quincy"), and Thayer Academy (hereinafter "Thayer"), both of which willingly enter into this agreement during the specified periods of time each year for crew team practice and races as set forth herein and as approved by Quincy; and

WHEREAS, Quincy is the owner of an undeveloped waterfront parcel (hereinafter "Parcel") located along the Town River with access to the Parcel from the Southern Artery; and

WHEREAS, Thayer supports a crew program and needs facilities for practice and races, which are closer to its campus in the Town of Braintree; and

WHEREAS, Quincy wants to establish in the future a high school crew program; and

WHEREAS, the City is willing to enter into this agreement which shall allow usage by Thayer of the Parcel in return for Thayer's capital expenditure commitment to make various improvements and appropriate maintenance to the Parcel on an ongoing basis as more fully described in a *Memorandum of Understanding Between the City of Quincy and Thayer Academy*, (hereinafter "MOA") dated April 15, 2009. Said MOA is attached hereto and made a part of this Agreement as if fully set forth herein.

NOW, THEREFORE, the parties, intending to be bound, hereby agree as follows:

1. Thayer will, in cooperation with Quincy, arrange for and pay for those items designated in the MOA and Quincy will similarly complete and pay for those items it commits to perform as so identified in said MOA.
2. Thayer agrees to provide advice and guidance to the athletic director of the Quincy Public Schools to assist him/her to organize a high school crew program.
3. Thayer agrees to submit to Quincy in a timely manner its crew teams' practice and race schedule, as established within the parameters set forth in Paragraph #6, listing dates, days, and times when the Parcel will be used by their crew team.

Thayer agrees that it will use the Parcel only for its own crew programs, to include scheduled races against other crew teams, and that it will not sublet this use arrangement with any other non-Thayer entity during the period of this agreement.

4. Thayer agrees that each and every time the Parcel is used by Thayer, it will have adequate adult supervision of users at the Parcel who will, to the best of their ability and by exercising their best efforts, ensure for Quincy that appropriate use and decorum is maintained at all times and that the rights and peace of mind of those direct abutters to this Parcel are not adversely affected at any time by Thayer's use. Quincy agrees that it will likewise undertake whatever is necessary to ensure similar compliance by all non-Thayer users of this Parcel.
5. Thayer agrees that it will ensure to the best of its ability that Thayer users and any person associated with Thayer's use, such as visitors or spectators, will park motor vehicles only in designated areas.
6. Thayer agrees that it will insist that their users and visitors will not litter, damage, deface or abuse the Parcel or any direct abutter to this Parcel and should that occur, Thayer agrees to immediately respond to any such legitimized complaint in a fair and equitable manner. Quincy concurs that it will be similarly bound to this requirement as it might involve any non-Thayer user of this Parcel.
7. Quincy grants to Thayer use of the Parcel during the fall and spring high school athletic seasons and shall grant Thayer priority for that period of time reasonably needed to launch its fleet of sculls and support craft into the Town River. Once Thayer's crew team has launched its fleet, Quincy may allow other crew teams to use the Parcel provided that such use does not unreasonably interfere with Thayer's use of the Parcel. Thayer is NOT granted exclusive use of the racing area on the Town River designated in the MOA except for scheduled races against other crew teams. The fall season is September 1st through November 1st and the spring season is March 20th through May 20th. Additional usage by Thayer will be allowed as may be arranged with Quincy on a use-by-use basis.
8. Thayer shall indemnify and defend Quincy from and against all claims for loss or injury due to property damage or personal injury to Thayer's players, supervisors,

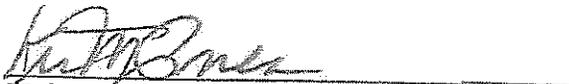
coaches, invitees, guests, visitors, or spectators arising out of or related to Thayer's use of the Parcel. Thayer will provide annually to Quincy proof of insurance to evidence coverage in such amount as Quincy may reasonably require for any such loss or injury. Quincy shall indemnify and defend Thayer from and against all claims for loss or injury due to personal injury or property damage arising out of or related to the use of the Parcel by any non-Thayer users, or otherwise caused by a breach of any obligations of Quincy under this Agreement or the MOA. The obligations of the City and Thayer set forth in this paragraph shall survive the termination of this Agreement.

9. Thayer's continuing usage rights as defined herein may not be terminated by Quincy except for cause. For the purposes of this Agreement, for cause shall mean (i) Thayer's failure to perform as set forth in this Agreement and the MOA, or (ii) Thayer's gross neglect or misuse of the Parcel and any of the facilities thereon. In the event that Quincy intends to terminate this Agreement for cause, Quincy shall provide Thayer written notice of the reason for termination, and provide Thayer ten (10) days to cure any such deficiency. If Thayer fails to remediate the problem within the cure period or as extended by the agreement of the parties, the Agreement shall be deemed terminated and shall have no further force or effect, except for those provisions that expressly survive termination of the Agreement.
10. Quincy agrees to continuously take whatever reasonable measures are required to prevent any unauthorized use of Parcel so as to allow both Thayer and Quincy to make their best efforts to keep the Parcel in as good condition as possible.
11. No provision of this Agreement shall be interpreted to create any relationship between the parties other than that of licensor and licensee, and it is acknowledged and agreed that Quincy and Thayer shall not be deemed a partner, joint venturer or a member of a joint or common enterprise with each other.
12. This Agreement and the MOA constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings,

- agreements, or contracts between the parties in such respect. This shall not be amended or modified without a writing signed by all parties.
13. This Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, successors and assigns, except that a party shall not delegate any of its obligations under this Agreement or assign this Agreement without the prior written consent of the other party.
 14. The undersigned represent and warrant that they are duly authorized to execute this Agreement on behalf of the party signing. The undersigned further represent and warrant that they have taken all necessary action required to obtain the necessary corporate authority to enter into this Agreement. Quincy and Thayer Academy represent and warrant that they currently have the financial ability to fulfill their obligations under this Agreement.
 15. This Agreement may be executed in any number of counterparts, each of which when executed by all parties shall be deemed to be an original, and all counterparts together shall constitute one and the same instrument.

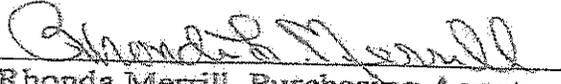
City of Quincy, by


 Thomas P. Koch, Mayor

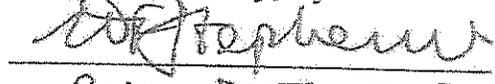

 Kristen Powers, Exec. Director
 Park, Forestry & Cemetery Dept.

No payments are due from the City under this contract.


 Warren G. Sproul,
 Director of Municipal Finance

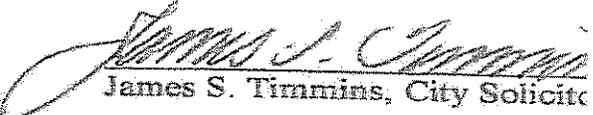

 Rhonda Merrill, Purchasing Agent

Thayer Academy, by


 BILL STEPHENSON


 Connie Driscoll, Chairman
 Park & Recreation Board

Approved as to form:


 James S. Timmins, City Solicitor

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF QUINCY
AND
THAYER ACADEMY

April 15, 2009

The City of Quincy has agreed to enter into a *Facility Use and Access Agreement* with Thayer Academy for a portion of the Park and Recreation Department land on the Town River off the Southern Artery and for the use of a proposed pier and launching float in the Town River. Further, the City of Quincy through its Park Department and Harbormaster has agreed to allow the use of the waters of the Town River in the fall and spring crew seasons for practices and races subject to U.S. Coast Guard general use permit and schedules for the Designated Federal Channel. The waters and land subject to this agreement are shown on the attached Figures 1 and 2 prepared by Tetra Tech Rizzo dated April 15, 2009. Thayer Academy's work is limited to the Park Parcel, waters of the Town River and Quincy's access easement.

In consideration of the *Facility Use and Access Agreement*, Thayer Academy has agreed to provide certain professional services, obtain for the City of Quincy certain permits and construct or provide certain facilities for the City of Quincy and Thayer Academy's special use.

Work by Thayer Academy

1. Topographic and hydrographic surveys of the park and launchings areas;
2. A demolition and clearing plan for the site and its derelict wharf;
3. The design of the initial facilities for a rowing center within the park. This design will include the following items: (a) an 8-foot high solid screen fence with 12 foot wide double leaf truck gate between the park and the fisheries work area; (b) a 42-inch high black iron fence mounted on top of the existing seawall and running between the new screen fence and the railing on the new pier and between the new pier and the existing 8-foot high chain link fence surrounding the historic Souther Tidemill area; (c) a fixed triangular heavy timber pier; (d) an 80 foot x 5 foot aluminum gangway and appurtenant anchoring and rolling hardware; (e) a 15 foot x 20 foot landing float for the gangway with timber anchoring piles and a 60 foot x 20 foot bottom-anchored launching float; (f) a crushed stone graded access, parking and boat maneuvering area with secured fence-enclosed boat storage rack and pad; (g) a storage and a restroom/office/trainer room trailers; (h) the extension of telephone, power, water and sewage hookups for the trailers; (i) grading and loaming and seeding of the park lawn areas.
4. Prepare and submit a Notice of Intent filing under the State Wetlands Act and the City of Quincy wetland bylaw and the required Chapter 91 license for the structures in the water, and an ENF under MEPA for work in a Designated Port Area.

5. The construction and installation of the works designed above and the permits and approvals.

Work by the City of Quincy

1. The City of Quincy will cooperate with Thayer Academy in the the required permit applications and will waive or pay any and all
2. The City of Quincy will assign Thayer Academy the rights of ac right to install and maintain the utilities it enjoys in the "CV between the Southern Artery and the park site;
3. The City of Quincy will waive or pay all utility charges for the tr lighting;
4. Unless suitable trailers or other suitable buildings can be don Academy will, subject to the approval of the Park and Recreation and install the trailers and the City of Quincy will assume the o payments for their new facilities.
5. The City of Quincy will maintain the constructed or provided cooperate with Thayer Academy by the opening of the trailer utilities and the installation of the gangway and floats for the Spring crew season. Further, at the end of their fall season, the C (unless it wishes to use their facilities) will remove the floats . and store them in the park yard. Thayer will provide, annually Quincy with its schedule of uses under the *Facility Use Agreement*.

City of Quincy, by

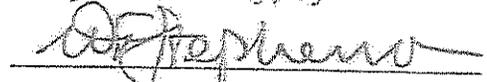

Thomas P. Koch, Mayor

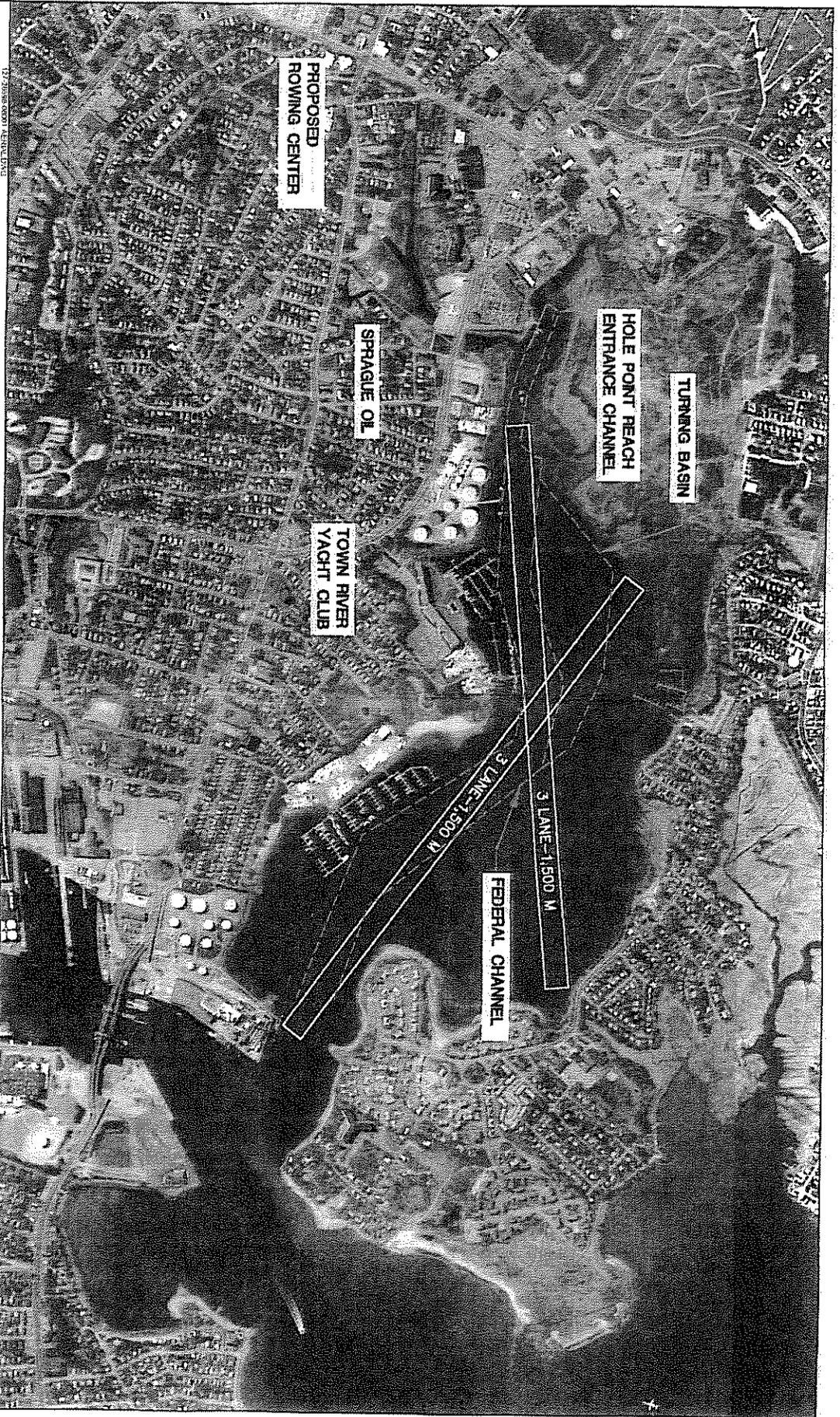

Kristen Powers, Exec. Director
Park, Forestry & Cemetery Dept.

Approved as to form:


James S. Timmins, City Solicitor

Thayer Academy, by


BILL STEPHENSON
ARS T. TRENDA



12-2008-0000 PLAN VIEW



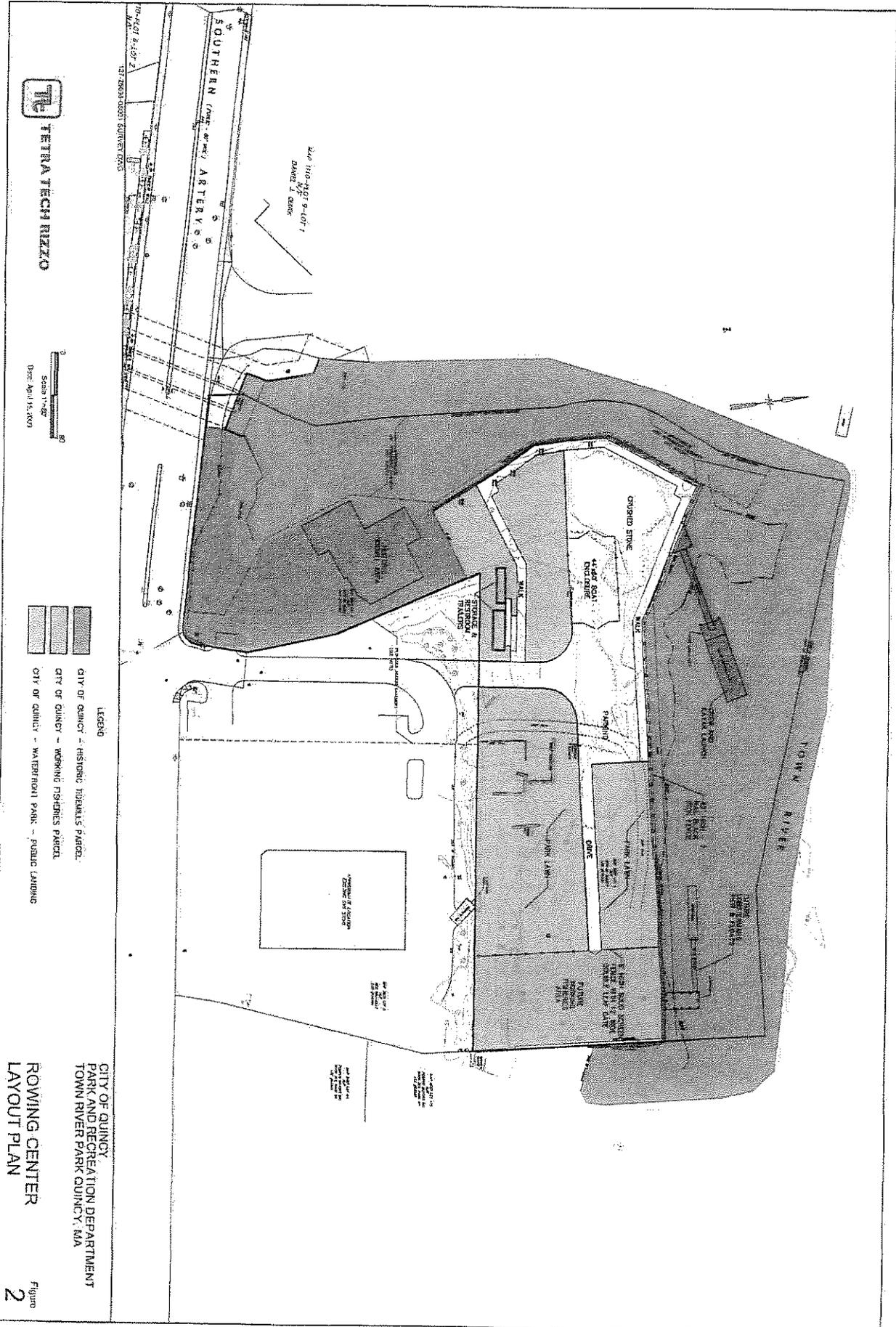
TETRA TECH NIZZO



CITY OF QUINCY
PARK & RECREATION DEPARTMENT
TOWN RIVER QUINCY, MA

CONCEPT CREW COURSES 1

Figure



TETRA TECH RIZZO

Scale 1"=40'
Dec. 10, 1979

LEGEND

- CITY OF QUINCY - HISTORIC HUBBARD'S PARCEL
- CITY OF QUINCY - WORKING FISHER'S PARCEL
- CITY OF QUINCY - WATERFRONT PARK - PUBLIC LANDING

CITY OF QUINCY
PARK AND RECREATION DEPARTMENT
TOWN RIVER PARK QUINCY, MA

**ROWING CENTER
LAYOUT PLAN**

Figure
2