

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 10  
Filed: 08-16-16

Sponsored by: Fishel

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL NO. 2016- 204

SPECIAL ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into a License Agreement with  
2 Environmental Works, Inc., to install and maintain one monitoring well on  
3 a public right-of-way at the Kum & Go, L.L.C., located at 3030 South  
4 Jefferson Avenue, to monitor groundwater conditions at no cost to the  
5 City.  
6 \_\_\_\_\_  
7

8 WHEREAS, this monitoring well is part of an environmental investigation that is  
9 taking place at the Kum & Go, L.L.C., at 3030 South Jefferson Avenue as shown on "Exhibit  
10 1," and  
11

12 WHEREAS, the monitoring well will assist Environmental Works, Inc., in this  
13 investigation.  
14

15 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
16 SPRINGFIELD, MISSOURI, as follows, that:  
17

18 Section 1 – The City Manager, or his designee, is hereby authorized to enter into a  
19 License Agreement with Environmental Works, Inc., said agreement to be substantially in  
20 the form as that document attached hereto and incorporated herein by reference as "Exhibit  
21 2."  
22

23 Section 2 – This ordinance shall be in full force and effect from and after passage.  
24

25 Passed at meeting: \_\_\_\_\_  
26

27 \_\_\_\_\_  
28 Mayor

29 Attest: \_\_\_\_\_, City Clerk  
30

31 Filed as Ordinance: \_\_\_\_\_  
32

33 Approved as to form: , Assistant City Attorney  
34

35 Approved for Council action: , City Manager  
36

**EXPLANATION TO COUNCIL BILL NO: 2016- 204**

FILED: 08-16-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into a License Agreement with Environmental Works, Inc., (as shown in "Exhibit 2"), to install and maintain one monitoring well on a public right-of-way to monitor groundwater conditions at no cost to the City.

BACKGROUND INFORMATION: The monitoring well is part of an environmental investigation that is taking place at the Kum & Go, L.L.C. at 3030 South Jefferson Avenue "Exhibit 1." This investigation is conducted with the oversight and approval of the Missouri Department of Natural Resources. The proposed monitoring well will be completed to an approximate depth of 25 feet, depending on field conditions. The well is to be installed flush with the ground approximately 20 feet from the centerline along the east side of South Jefferson Avenue and is within the public right-of-way.

The license agreement permits the consultant to install and maintain one monitoring well in the public right-of-way, in a location and manner approved by a designated representative of the Director of Public Works. The City has previously granted permission to install similar wells in other locations. Proof of insurance has been submitted.

This ordinance supports the following Field Guide 2013 goals: Chapter 8, Natural Environment; Major Goal 16, Watershed Protection – Maintain or restore the pre-development hydrology of our watersheds and protect our waterways from pollution; Objective 16c, Support State Water Pollution Control Regulations - Support legislation to adequately fund the Missouri Department of Natural Resources to ensure they have the resources necessary to enforce the state's land disturbance program and other water pollution control regulations in areas that are not under the jurisdiction of an effective local program.

FINANCIAL: The cost of installation and maintenance falls to Environmental Works, Inc.

RECOMMENDATION: Public Works recommends passage of this Council bill.

Submitted by:

  
\_\_\_\_\_  
Martin Gugel, Director of Public Works

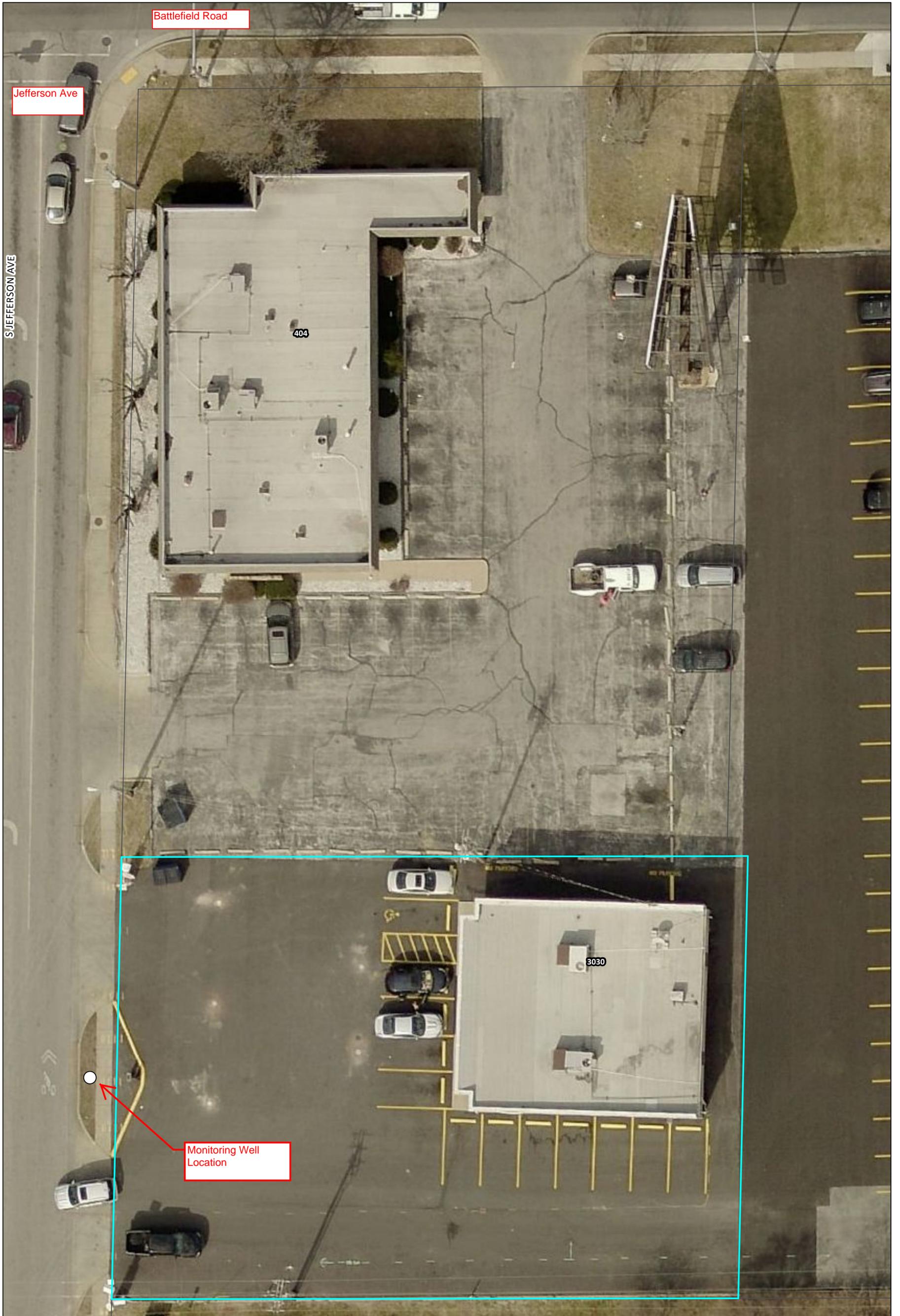
Recommended by:

  
\_\_\_\_\_  
Dan Smith, Director of Public Works

Approved by:

  
\_\_\_\_\_  
Greg Burris, City Manager

Exhibit 1



**Exhibit 2**

<b>ROUTING</b>	(1) ORIGINATING DEPARTMENT	(2) LICENSEE	(3) FINANCE DEPARTMENT
<b>ORDER</b>	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
<b>EFFECTIVE DATE</b>	<b>TERMINATION DATE</b>	<b>CONTRACT NUMBER:</b>	
( ) NEW CONTRACT		( ) RENEWAL OF CONTRACT No. _____	
<b>CITY</b>		<b>LICENSEE</b>	
<b>CITY OF SPRINGFIELD</b> <b>840 BOONVILLE, PO Box 8368</b> <b>SPRINGFIELD, MO 65802</b> <b>PHONE: 417-1801    FAX: 417-1983</b> <b>ATTN: MANDY BUETTGEN-QUINN</b> <b>DEPT: TRAFFIC OPERATIONS</b>		<b>ENVIRONMENTAL WORKS, INC.</b> <b>1455 E. CHESTNUT EXPRESSWAY</b> <b>SPRINGFIELD, MO 65802</b> <b>PHONE: 417-890-9500    FAX: 417-823-9659</b> <b>ATTN: KATIE GRAPPONE</b>	

**LICENSE AGREEMENT  
FOR MONITORING WELLS**

This License Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Environmental Works, Inc., a Missouri corporation (hereinafter "Licensee") and the City of Springfield, Missouri, a municipal corporation, (hereinafter "City").

WITNESSETH:

Whereas, the City of Springfield, Missouri, is the owner of certain street right-of-way located south of Battlefield Road on Jefferson Avenue in Springfield, Missouri, and

Whereas, Licensee. is a Missouri corporation is good standing, with its principal offices at 1455 E. Chestnut Expressway, Springfield, Missouri, 65802, and

Whereas, Licensee is an environmental consulting firm which provides sampling and analysis services in connection with hazardous releases from underground storage tanks and other sources, and

Whereas, Licensee has been retained for the purpose of performing site characterization studies, and

Whereas, the Missouri Department of Natural Resources has requested a system of monitoring wells be installed in an area which includes the City property,

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by the City and Licensee, as follows:

1. License to Install and Maintain Groundwater Monitor Well: City hereby grants to Licensee, its subcontractors, employees and agents, a license to enter upon City property for the purpose of installing, testing, repair and maintenance of one groundwater monitor well in connection with its environmental site characterization study, said monitoring well to be installed as near as feasible to the location shown on **Exhibit A**, which is attached hereto and incorporated by reference. This license shall commence on the date of the execution of this agreement and shall continue until terminated by either party. Upon termination, all well equipment shall be removed, the well properly capped and covered by Licensee and the right-of-way premises restored to the satisfaction of City upon termination of this license.

2. Location of Monitoring Well: The monitoring well location selected by Licensee shall be approved by a designated representative of the City's Department of Public Works prior to installation, who may regulate the time of the work and may require the work to be stopped at any time, in his discretion. Licensee, however, shall have full responsibility for the location of the monitoring well installed. Installation and removal of the well shall be undertaken pursuant to an excavation permit from the

Director of Public Works, subject to the requirements of the applicable City ordinances. Licensee shall conduct its activities so as to minimize any damage to City property and interference with the movement of motor vehicles in the areas where the monitoring well is installed. Adequate guards and warning signs or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices will be provided by Licensee during construction. The monitoring well shall not be installed below a depth of thirty (30) feet without express approval of the City and shall at all times be in compliance with applicable City ordinances. The monitoring well shall be protected by metal covers flush with grade and the well shall be constructed below ground level upon completion. Casings shall contain a locking device to prevent unauthorized access to the well. No subsurface water drawn from the well shall be stored on City premises. Well equipment shall conform to the description in **Exhibit B** attached hereto.

3. Indemnity: Licensee, in consideration for the grant of this license, agrees to defend and indemnify, and save the City and its duly elected officials, employees and agents, harmless from any and all claims, demands, causes of action, damages, judgments, costs, attorney fees or expenses, of any sort or kind whatsoever, including all damages for any injuries to person or persons, including death, or to property, arising out of or in connection with the activities on the property by Licensee, its subcontractors, agents and employees, notwithstanding any possible negligence on the part of the City, its duly elected officials, agents or employees, whether sole, concurrent or otherwise.

4. Insurance: Without limiting any of the other obligations or liabilities of the Licensee, the Licensee shall secure and maintain at its own cost and expense, throughout the duration of this License Agreement insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this License Agreement. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the Licensee to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Licensee to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under this License Agreement.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of this License Agreement and prior to Licensee exercising any rights pursuant to this Agreement. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(See, <http://insurance.mo.gov/industry/sovimmunity.php> ).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.  
Employer's Liability..... \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars (\$2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars (\$409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Licensee agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Licensee, its employees, officers or agents. Licensee agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars

(\$2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars (\$409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Subcontracts. In case any or all of this work is sublet, the Licensee shall require its agents to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Licensee shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

5. Conformity with Environmental Regulations: Licensee shall not cause or create any environmental hazards on the property, nor violate any other governmental laws or regulations which may be applicable to its activities on the premises and shall obtain any and all licenses, permits or consents which may be required for its activities on the premises. Licensee shall insure that its activities do not interfere, directly or indirectly, with any City operations. Licensee shall insure that any subcontractor shall comply with the requirements of this paragraph.

6. Restoration of Premises: Licensee will, at its own expense, promptly upon completion of the work, restore the premises to their pre-existing condition and to the satisfaction of the Department of Public Works.

7. Change in Grade: If the City changes the grade of the row, or changes the location of the street surface, improvements, structures or appurtenances located thereon during the term of the license, or any extensions thereof, thereby necessitating work on or relocation of the well, such work or relocation shall be at Licensee's sole cost and expense.

8. Compensation: No compensation will be payable from the City to Licensee, nor will Licensee be required to pay to City any rent or other fee for entry upon City premises, in accordance with this agreement.

9. Conflict of Interest: Licensee certifies that no member or officer of its corporation is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract, nor is there any conflict of interest under state law.

10. Discrimination: The Licensee agrees not to discriminate on the basis of or because of the race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any person in connection with its activities under the license.

11. Assignment: This License may not be assigned to any other party. City must approve any subcontractor performing work under this license.

12. Notices: Any notices given under this agreement shall be in writing and may be delivered in person or by facsimile transmission, to City, addressed to Frank Romines, City Attorney, City of Springfield, 840 Boonville, Springfield, Missouri 65802, FAX: (417) 864-1551, or to Licensee, addressed to Environmental Works, Inc., 1455 East Chestnut Expressway, Springfield, Missouri 65802, FAX: 417-823-9659.

13. Entire Agreement: This document and the exhibit attached hereto contains the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

14. Applicable Law: This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri and in litigation pertaining hereto venue shall be proper only in the Circuit Court of Greene County, Missouri.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first written above.

**Environmental Works, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM**

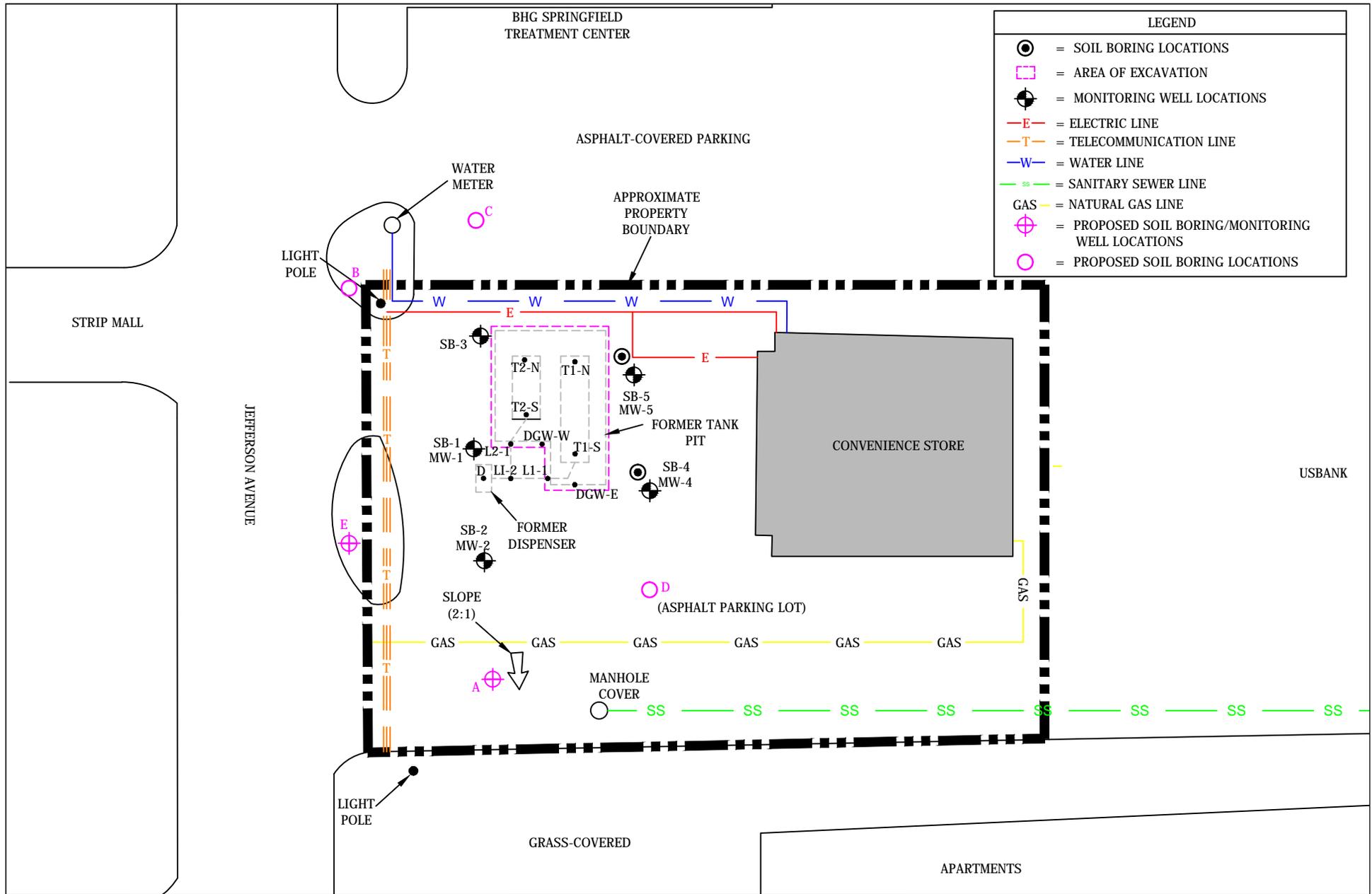
\_\_\_\_\_  
City Attorney or his designee

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
City Manager or his designee

Date: \_\_\_\_\_

# Exhibit A



LEGEND	
	= SOIL BORING LOCATIONS
	= AREA OF EXCAVATION
	= MONITORING WELL LOCATIONS
	= ELECTRIC LINE
	= TELECOMMUNICATION LINE
	= WATER LINE
	= SANITARY SEWER LINE
	= NATURAL GAS LINE
	= PROPOSED SOIL BORING/MONITORING WELL LOCATIONS
	= PROPOSED SOIL BORING LOCATIONS

<p><b>NORTH</b></p>	<p>CHECKED BY: K. GRAPPONE</p>	<p>SCALE IN FEET</p> <p>APPROXIMATE</p>	<p>Springfield Office Location: 1455 E. Chestnut Expressway Springfield, MO 65802 Phone: (417) 890-9500</p>	<p><b>PROPOSED SOIL BORING/MONITORING WELL LOCATIONS</b></p>	<p><b>FIGURE</b> <b>6.0</b></p>
	<p>EWI #150604 DRAWN BY: CLM Apr. 25, 2016</p>			<p>FORMER KUM &amp; GO #480 3030 SOUTH JEFFERSON AVE. SPRINGFIELD, GREENE COUNTY, MISSOURI ST0006445, R009035, CLAIM #63452</p>	

**Boring ID:** \_\_\_\_\_  
**Exhibit B**

**Logged By:** \_\_\_\_\_  
**Drilled By:** \_\_\_\_\_

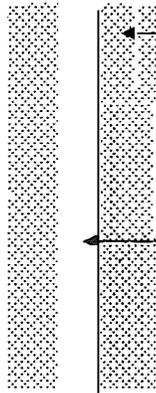
Aboveground: \_\_\_\_\_ Protective Casing: Aboveground or Flush Mount (circle one)  
 Casing height agl \_\_\_\_\_ Surface Pad Diameter: \_\_\_\_\_ Flush Mount: Traffic Rated Y or N  
 Diameter: \_\_\_\_\_

Cement Pad Depth: \_\_\_\_\_ bls

Top of Bentonite Cement Grout: \_\_\_\_\_ bls

Well Cap: Lockable Y or N

Grout Seal: Neat Cement or  
 Bentonite Cement or Bentonite Slurry (circle one)  
 \_\_\_\_\_ # Bags cement (wt/bag) \_\_\_\_\_  
 \_\_\_\_\_ % Bentonite by dry weight



Blank Casing \_\_\_\_\_  
 Diameter \_\_\_\_\_  
 Type Sch 40 PVC or Stainless Steel (circle one)

Top of Bentonite Seal: \_\_\_\_\_ bls

Bentonite Seal: Pellets or Chips or Slurry (circle one)  
 \_\_\_\_\_ # Bags (wt/bag: \_\_\_\_\_)

Top of Filter Pack: \_\_\_\_\_ bls

Filter Pack:  
 Type: \_\_\_\_\_  
 Size: \_\_\_\_\_  
 \_\_\_\_\_ # Bags (wt/bag: \_\_\_\_\_)



Top of Screen: \_\_\_\_\_ bls

Screen Casing: \_\_\_\_\_  
 Slot Size: \_\_\_\_\_  
 Diameter: \_\_\_\_\_  
 Type: Sch 40 PVC or Stainless Steel (circle one)

Bottom of Screen: \_\_\_\_\_ bls

Bottom Cap (length \_\_\_\_\_)

Total Boring Depth: \_\_\_\_\_ bls

◀ ▶ | Borehole Diameter \_\_\_\_\_

NOT TO SCALE

## Well Construction Details Form

DRAWN	CHECKED	APPROVED	DATE
FILENAME			

