

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 08-16-16

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 205

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Environmental Works, Inc., to install and maintain eight monitoring wells
3 on public right-of-ways to monitor groundwater conditions at no cost to the
4 City.
5 _____
6

7 WHEREAS, this group of monitoring wells (see "Exhibit 1"), will assist Environmental
8 Works, Inc., in an environmental investigation that is taking place at a former wood treating
9 facility located at 2800 West High Street; and
10

11 WHEREAS, this investigation is conducted in cooperation with the Missouri
12 Department of Natural Resources.
13

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

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

21 Section 2 – This ordinance shall be in full force and effect from and after passage.
22

23 Passed at meeting: _____
24
25

26 _____
27 Mayor
28

29 Attest: _____, City Clerk
30

31 Filed as Ordinance: _____
32

33 Approved as to form: John Willington, Assistant City Attorney
34

35 Approved for Council action: Greg B..., City Manager
36

EXPLANATION TO COUNCIL BILL NO: 2016- 205

FILED: 08-16-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with Environmental Works, Inc., to install and maintain eight monitoring wells on public right-of-way(s) to monitor groundwater conditions at no cost to the City.

BACKGROUND INFORMATION: The monitoring wells are part of an environmental investigation that is taking place at a former wood treating facility, located at 2800 West High Street as shown in "Exhibit 1." This investigation is conducted in cooperation with the Missouri Department of Natural Resources. The proposed monitoring wells will be completed to an approximate depth of 35 feet, depending on field conditions. The wells are to be installed flush with the ground and approximately 20 feet from the centerline on multiple streets within public right-of-ways.

The license agreement "Exhibit 2" permits the consultant to install and maintain eight monitoring wells in the public right-of-way(s), 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.

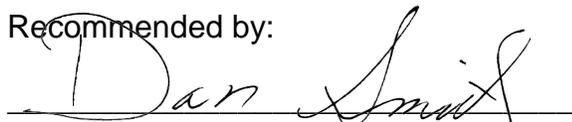
RECOMMENDATION: Public Works recommends passage of this Council bill.

Submitted by:



Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Greg Burris, City Manager

Exhibit 1

All wells to be installed in the green-way, between the curb and the sidewalk, if compatible with existing utilities.



Exhibit 2

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

**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 on North Drury Avenue, on North Clifton, on West Truman Street, on West High Street and on North Fulbright 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 Wells: 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 eight groundwater monitor wells in connection with its environmental site characterization study, said monitoring wells 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 wells 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 Wells: The monitoring well locations 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 locations of the monitoring wells installed. Installation and removal of the wells 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 wells are 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 wells shall not be installed below a depth of fifty (50) feet without express approval of the City and shall at all times be in compliance with applicable City ordinances. The monitoring wells shall be protected by metal covers flush with grade and the wells 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 wells 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.

APPROVED AS TO FORM

City Attorney or his designee

Environmental Works, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or his designee

Date: _____

Exhibit A

All wells to be installed in the greenway, between the curb and the sidewalk, if existing utilities allow.

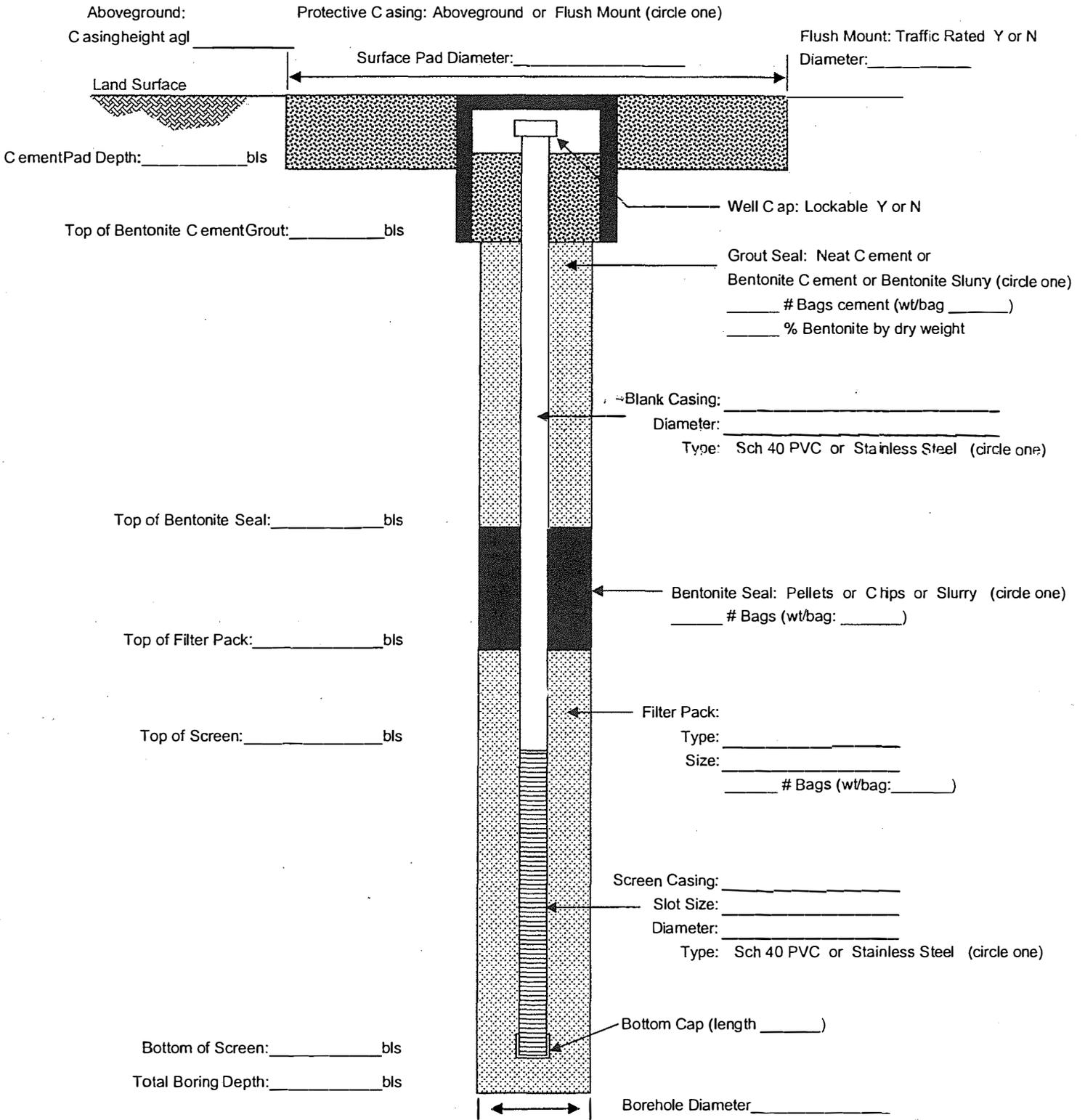


Exhibit B

Logged By: _____

Boring ID: Proposed

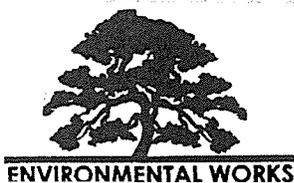
Drilled By: _____



NOT TO SCALE

Well Construction Details Form

DRAWN	CHECKED	APPROVED	DATE
FILENAME			





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker Phillips Jackson 1637 S Enterprise Ave PO Box 4207 Springfield MO 65804-4207	CONTACT NAME: Sharon Bradley PHONE (A/C, No, Ext): (417) 887-3550 E-MAIL ADDRESS: sbradley@bpj.com	FAX (A/C, No): (417) 887-3252
	INSURER(S) AFFORDING COVERAGE	
INSURED Environmental Works Inc 1455 E. Chestnut Expressway Springfield MO 65802-2158	INSURER A: United Fire & Casualty Company NAIC # 13021	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15/16 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			60406305	8/14/2015	8/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Leased & Rented Equipment			60406305	8/14/2015	8/14/2016	Limit	\$450,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Springfield Laundry City of Springfield is Additional Insured with regards to the Auto Liability coverage. 30 day cancellation notice in favor of the City of Springfield on the auto liability policy.

CERTIFICATE HOLDER City of Springfield PO Box 8368 Springfield, MO 65801-8368	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sharon Bradley/SMB <i>Sharon M Bradley</i>



COPY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Ollis and Company, 2274 East Sunshine, Springfield MO 65804-1819. CONTACT NAME: Robin Talty, PHONE: (417) 881-8333, FAX: (417) 823-7444, E-MAIL: Robin.Talty@ollisaa.com. INSURER(S) AFFORDING COVERAGE: Starr Surplus Lines Insurance (NAIC # 13604), Federal Insurance Company.

COVERAGES CERTIFICATE NUMBER:15-16 Master Cert REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, Contractor's Pollution-Occ, Professional Liab-CM.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) re: Springfield Laundry

The Certificate Holder and any person or organization required to be an Additional Insured under a written contract or agreement relating to your business is an Additional Insured with a Waiver of Subrogation per the General Liability/Pollution and Excess policy(s) provisions &/or endorsements. Excess Policy goes over a separate Auto Liability policy not shown here.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Springfield, PO Box 8368, Springfield, MO 65802. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Robin Talty/R131

COMMENTS/REMARKS

Due to the varying terms required by certificate holders, the obstacles when attempting to include contract language via a certificate of insurance. Insureds are advised that certificates of insurance should be used only to provide evidence of insurance in lieu of an actual copy of the applicable insurance policy. Certificates cannot be used to amend, expand, or otherwise alter the terms of the actual policy.