



Legislation Text

File #: 43637, **Version:** 1

Title

Request by Madison Area Rehabilitation Centers, Inc. to have Seymour Environmental Services, Inc. install two temporary flush mount monitoring wells in Reindahl Park.

Body

Request by Madison Area Rehabilitation Centers, Inc. to have Seymour Environmental Services, Inc. install two temporary flush mount monitoring wells in Reindahl Park at the corner of E. Washington Avenue and Lien Road to investigate ground water contamination originating from 3939 Lien Road, the site of their former Day One Formal Wear. The installation of the monitoring wells shall be contingent upon the receipt of an encroachment agreement by the City of Madison and the Applicant shall be required to comply with all conditions of said agreement which are generally stated below:

1. To comply with all applicable Madison General Ordinances.
2. To remove said encroachment upon ten (10) days written notice by City. Additionally, the Permittee, its successors and assigns shall be entitled to no damages for removal of the encroachment, and if the Permittee does not remove the same upon due notice, it shall be removed at the Permittee's expense and the cost therefore levied against the Property as a special charge for current service rendered.
3. The Permittee shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Permittee and/or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of this Agreement, whether caused by or contributed to by the negligent acts of the City, its officers, officials, agents, and employees.
4. The Permittee shall carry commercial general liability insurance covering as insured the Permittee and naming the City as an additional insured, with no less than the following limits of liability: bodily injury, death and property damage of \$1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount. As evidence of this coverage, the Permittee shall furnish the City a certificate of insurance on a form provided by the City.
5. The Permittee agrees to pay City an annual fee of \$500.00 for each calendar year the privilege and accompanying Agreement is in effect. Said annual fee may be adjusted occasionally by the City. The initial fee shall be due upon execution of this Agreement. Subsequent annual fee payments shall be due on or before January 1st of each year this Agreement is in effect.
6. By acceptance of the privilege, the Permittee shall waive the right to contest in any manner the validity of Section 66.0425, Wis. Stats., and Sec. 10.31 MGO.
7. The City agrees that the Permittee may terminate this Agreement at any time upon written notice to City, following removal of the subject encroachment.
8. This Agreement shall be binding upon the Permittee's, successors and assigns, and shall be

recorded in the office of the Dane County Register of Deeds. In the event of the sale of the Property, the City shall be given notice of the change of ownership.

9. In the performance of the services under this Agreement, the Permittee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, or student status. The Permittee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Agreement because of race, religion, color, age, disability, sex or national origin.
10. The Permittee agrees to maintain adequate structures or signs at the well site, so that the well is clearly marked and visible above ground level and mounted flush with the surface so that they are not damaged by mowing or plowing operations, and insure that the monitoring well does not become overgrown with vegetation.
11. The Permittee further agrees that all sampling, testing and maintenance of the well shall not impede traffic or cause any type of obstruction within City right-of-way. The location of the monitoring wells are subject to the location of all existing public and private utilities.
12. The Permittee shall comply with NR141 standards of the Wisconsin Administrative Code in regards to monitoring well installation and abandonment. Monitoring wells located in City rights-of-way are considered temporary structures and the Permittee is responsible for insuring their subsequent abandonment.
13. Drill cuttings, development water and purge water associated with the monitoring well shall not be stored within City right-of-way.
14. All property owners immediately adjacent to the right-of-way where the monitoring well is to be placed shall be notified prior to well drilling activities.
15. The Permittee agrees that City shall not be held responsible for any damage to the Permittee's monitoring well or other equipment associated with the Permittee's monitoring operation that may be caused by City, its employees, contractors, or others.
16. The Permittee agrees to contact Diggers Hotline and secure and maintain the services of a competent locating service. That membership in Diggers Hotline and contracting of a locating service shall be continuous and uninterrupted throughout the term of this Agreement.
17. The Permittee agrees to be responsible for all costs for moving or damaging City property, which includes street signs, street lights and cable. Any or all work of this type that may be necessary shall be done by the City on a time and material basis.
18. The Permittee agrees that no trees or plantings shall be removed from Reindahl Park, or otherwise disturbed, without the prior written approval of the City.
19. The Permittee shall place the monitoring well outside any sidewalk and pavement area unless existing utilities make placement in the grass areas impossible. Permittee shall coordinate monitoring well installation with City Parks Division, prior to beginning installation and upon completion. The Permittee shall repair any damage to the lands surrounding the monitoring well site.