

City of Detroit
OFFICE OF THE CITY CLERK

Janice M. Winfrey
City Clerk

Vivian A. Hudson
Deputy City Clerk

DEPARTMENTAL REFERENCE COMMUNICATION

Tuesday, September 20, 2011

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

DPW - CITY ENGINEERING DIVISION

2038 *GES, ExxonMobil Oil Corporation is requesting ROW permit for alley adjacent to 14800 E. Warren Avenue for installation of monitoring wells and groundwater samples.*



**Groundwater
& Environmental Services, Inc.**

10381 Citation Drive, Suite 500 • Brighton, Michigan 48116 • (800) 368-0337 • (810) 227-0008

August 8, 2011

2038

City Clerk Office
City of Detroit
200 Coleman A. Young Municipal Center
2 Woodward Avenue
Detroit, Michigan 48226

**RE: Request to Petition City Council
Installation of Monitoring Wells
14800 East Warren Ave
Detroit, Michigan**

To Whom It May Concern:

Groundwater & Environmental Services, Inc. (GES), on behalf of ExxonMobil Oil Corporation (ExxonMobil), is requesting a petition number for the Right-of-Way (ROW) permit intended for the alley adjacent to the above referenced address. GES would like to install two (2) monitoring wells in the alley, as per the attached site plan. Approval has been received from the City of Detroit for the locations. Please see attachment for approval. Since the approval, the scope of work has changed. See the attached updated site plan and scope of work for more details. Also enclosed is a Certificate of Insurance, meeting all City requirements. GES proposes to commence work in September 2011. This work is being performed as part of an on-going environmental investigation, and therefore the monitoring wells will need to remain in place for approximately 5 - 10 years. Upon completion of the monitoring wells, groundwater samples will be collected for analysis. All monitoring wells will be properly abandoned when they are no longer required.

Should you require any additional information, please contact me, at (800) 368-0337, ext. 3504.

Sincerely,

Laura Schoeff
Environmental Scientist

OFFICE OF THE
DETROIT CITY CLERK
2011 AUG 10 P 5:41

May 23, 2011

Ms. Laura Schoeff
Groundwater & Environmental Services, Inc.
10381 Citation Drive, Suite 500
Brighton, Michigan 48116

**RE: Request for Right-of-Entry to the Right-of-Way adjacent to:
14800 East Warren Avenue
Detroit, Michigan 48224**

Dear Ms. Schoeff:

You have requested a right-of-entry to the right-of-way (i.e., the public alleyway south of Warren Avenue, between Alter Road and Ashland Avenue) adjacent to the above-referenced address (hereinafter, the "Site") in order to advance three (3) soil borings.

Please be advised that the City of Detroit grants permission to Groundwater & Environmental Services, Inc., including its contractors, subcontractors, representatives, agents, and employees (collectively, "User") to enter the above-referenced Site for the sole purpose of conducting environmental activities, within the confines of the Scope of Work contained in Exhibit A.

This Right-of-Entry is subject in all respects to the following conditions:

1. Subject to satisfaction of the terms and conditions contained herein, this Right-of-Entry shall commence on June 1, 2011, and shall automatically terminate upon the completion of the work described herein, or on June 24, 2011, whichever occurs first.
2. User shall hold the City of Detroit harmless and shall defend and indemnify the City of Detroit from and against any and all damages, claims, obligations, penalties, costs, charges, losses, demands, liabilities, and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City of Detroit or its departments, officers, employees, or agents arising from and related to User and its contractors', subcontractors', representatives', agents', and employees' use of the Site and this Right-of-Entry (including but not limited to, any release or threatened release of hazardous and non-hazardous substances, contaminants, exacerbation, evacuation, on-site and/or off-site property damage, or bodily injury).
3. Groundwater & Environmental Services, Inc. shall continue to maintain, and shall cause its contractors, subcontractors, representatives, and agents to continue to maintain, at their sole expense, during the time this Right-of-Entry is in effect, the following separate insurance policies:
 - Commercial General Liability Insurance (Broad Form Comprehensive) written on an occurrence-based coverage, with a minimum combined single limit of \$1,000,000.00 for each occurrence of bodily injury and property damage, and \$2,000,000.00 in the aggregate, with the general aggregate limit applying per location.

- Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Michigan No-Fault Coverage plus residual liability coverage with a minimum combined single limit of \$1,000,000.00 for each occurrence of bodily injury and property damage.
- Worker's Compensation Insurance for employees which meets Michigan's Statutory minimum requirements and Employer's Liability Insurance with the minimum limits of \$500,000.00 for each disease, person, and accident.
- Contractor Pollution Liability Insurance with minimum limits of \$1,000,000.00 per occurrence, and \$2,000,000.00 in the aggregate.

Said insurance policies shall name the User as the insured. The City of Detroit shall be named as an additional insured on the certificates of insurance, without limitation, for all preceding coverages, excluding workers' compensation and employers' liability insurance. Each policy shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified, or coverage reduced without at least thirty (30) days prior notice to the City of Detroit. Certificates of Insurance, evidencing such coverage and endorsements shall be submitted to the City of Detroit prior to the commencement of performance under this Right-of-Entry, and at least fifteen (15) days prior to the expiration dates of expiring policies.

4. User shall not impair any part of the Site, except as customarily incident to the activities described in Exhibit A and in accordance with all applicable laws, rules, regulations, resolutions, and orders. User shall repair any damage caused to the Site and/or properties affected by the activities at the Site, and restore the Site and/or properties affected by the activities at the Site to its/their original condition. Initial access to the Site shall be coordinated through the Department of Public Works, City Engineering Division at (313) 224-3935.
5. User shall contact the Department of Public Works, City Engineering Division at (313) 224-3935 upon the discovery of any damage caused by User's activities to the curb, sidewalk, street, or any portion of the right of way and/or infrastructure in order to provide notice and obtain the proper City of Detroit permits for repair.
6. User will not bring any soils or other materials onto the Site, except in strict accordance with the Department of Public Works, City Engineering Division Standard Specifications for the above-referenced Site and only with prior written verification for compliance by the Buildings, Safety Engineering, and Environmental Department of the User's fill material analytical data. User shall be responsible for the removal of any and all materials, tools and equipment brought onto the Site required for the authorized activities, and User shall assume the risk of loss or damage to any materials, tools and equipment.
7. User is entering upon and using the Site at its own risk, and accepts the Site "As Is". The City of Detroit makes no representation or warranty as to the status of title or the physical or environmental condition of the Site, or its fitness for any particular use.
8. User shall take all reasonable measures and precautions to mitigate any noise, vibrations, dust, and odors emanating from the activities on the Site.

9. User shall immediately notify the City's Environmental Affairs at (313) 471-5108 upon the discovery of a suspected release of hazardous substances, hazardous materials, contaminants, or property damage as a result of User's activity at the Site.

10. User shall provide to the City of Detroit, without charge and upon preparation of the documents, copies of any and all draft and final work plans, reports, health and safety plans, and other environmental, analytical, or engineering documents relating in any way or arising out of its activities at the Site.

Upon the preparation of the documents, three copies of each document shall be provided to:
Raymond A. Scott, General Manager
City of Detroit Buildings, Safety Engineering, and Environmental Department
660 Woodward Avenue, Suite 1800
Detroit, Michigan 48226

11. This instrument and the rights granted hereunder may not be assigned by User.

12. User shall take all precautions necessary to make the Site safe for the authorized activities, including, where appropriate, preparation and adherence to a site specific health and safety plan.

13. User shall be responsible for ensuring compliance with all applicable federal, state, and local laws, rules, regulations, resolutions, and orders. Any violation of the applicable laws, rules, regulations, resolutions, and orders; or breach of the terms contained within this document may be considered grounds for termination of the Right-of-Entry.

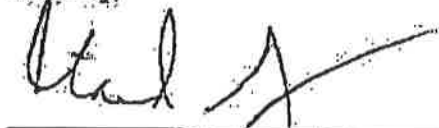
14. The approval of this instrument **DOES NOT** relieve the User from securing right-of-way permits for performing work/activities in the public right-of-way, including but not limited to open cuts, backfills, and barricades. Right-of-way permits must be obtained prior to the commencement of Site work/activities from the Department of Public Works, City Engineering Division, 65 Cadillac Square, Suite 900 - (313) 224-3935.

15. This instrument constitutes the entire Right-of-Entry agreement between the City of Detroit and the User with respect to its subject matter. This agreement may not be modified, amended, changed, or altered in any respect unless done so in a writing acknowledged by both the City of Detroit and User.

16. No activities other than the activities authorized in Exhibit A may be performed on the Site.

This Right-of-Entry will be effective only upon execution of the acknowledgment and agreement noted herein by an authorized representative of User and upon delivery of same to Mr. Raymond A. Scott, Buildings, Safety Engineering, and Environmental Department, at the address listed above.

Sincerely,



Richard Doherty, City Engineer
City Engineering Division
Department of Public Works

(C:\DOCS\ENV\MONCV\A22000\CONTRACT\VM0582.DOC)

Groundwater & Environmental Services, Inc. by its duly authorized representative, hereby acknowledges receipt of the original copy of this letter, and agrees to be bound by the terms and conditions stated therein.

GROUNDWATER & ENVIRONMENTAL SERVICES, INC.

BY: _____
(Signature)

PRINT NAME: _____

ITS: _____
(Duly Authorized Representative)

DATE _____

TELEPHONE NUMBER: _____

EXHIBIT A

SCOPE OF WORK

The following is the Scope of Work that Groundwater & Environmental Services, Inc., its contractors, subcontractors, representatives, agents and employees (collectively, "User"), is authorized to perform at the Site. User shall be responsible for ensuring compliance in all respects with the Scope of Work, and all applicable federal, state, and local laws, rules, regulations, resolutions, and orders.

User is only authorized to undertake the following activities at the Site:

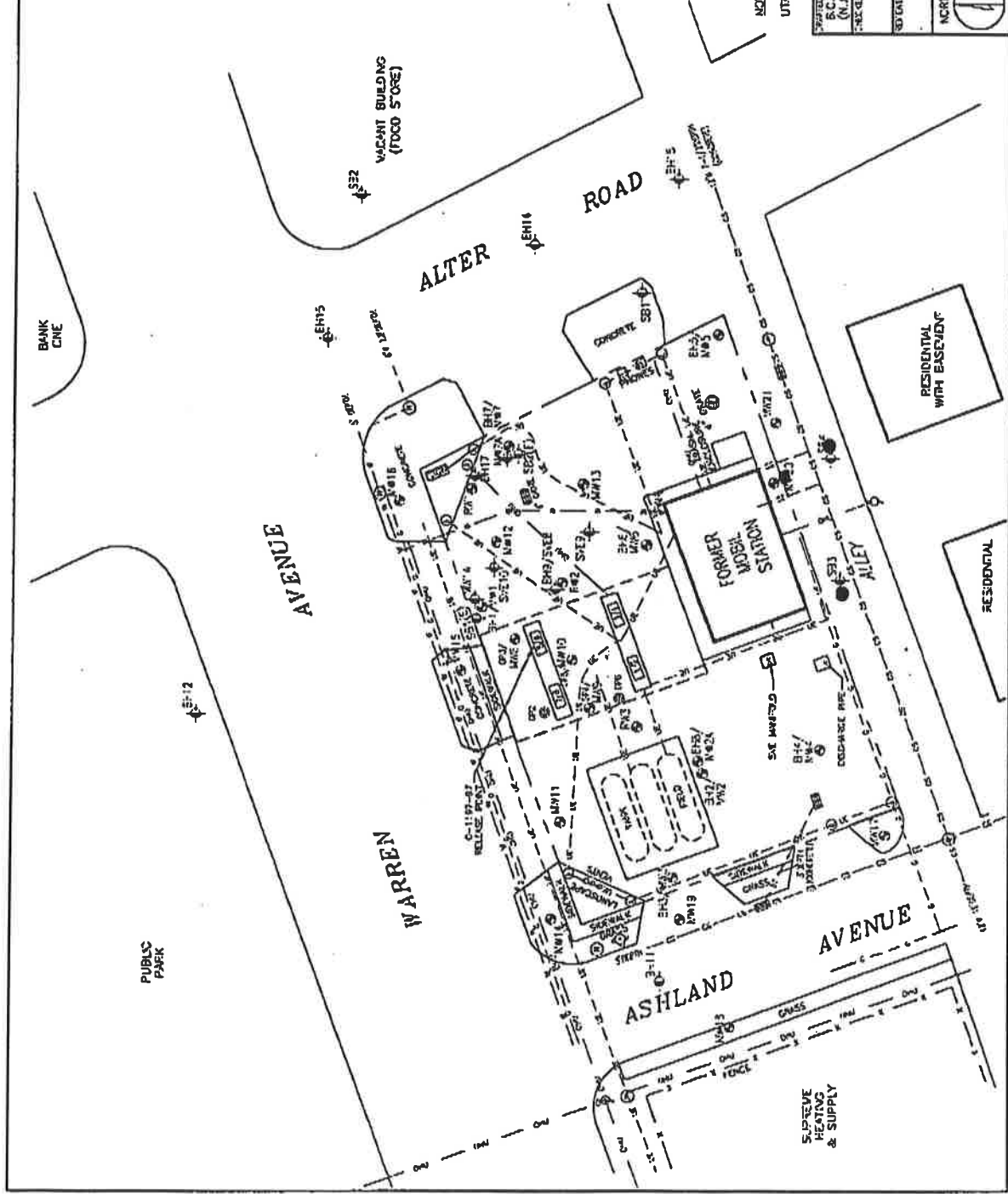
1. mobilize necessary equipment and supplies to the Site;
2. advance three (3) soil borings within the City of Detroit right-of-way (i.e., the public alleyway south of Warren Avenue, between Alter Road and Ashland Avenue) adjacent to the Site, as detailed in the *Soil Sample Location Map*, prepared by Groundwater and Environmental Services, Inc., dated June 11, 2010 - (attached at the end of this document as reference);
3. convert soil boring to temporary monitoring well, if necessary;
4. monitor and collect groundwater samples, if temporary monitoring well is installed;
5. containerize, remove and properly dispose all Investigation Derived Wastes (such as soil cuttings, decontamination water, etc.);
6. perform site restoration, including backfilling using non-contaminated granular fills, compaction, grading, capping borings with a like surface covering (i.e., asphalt, concrete, soil, grass seeding); and
7. demobilize equipment, supplies, and materials from the Site.



LEGEND

- ☐ CATCH BASIN
- UTILITY POLE
- ⊙ UTILITY MANHOLE
- ⊙ LIGHT POLE
- ⊙ TELEPHONE
- ⊙ FIRE HYDRANT
- ⊙ MONITORING WELL
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- UNDERGROUND COMBINED SEWER
- UNDERGROUND SANITARY SEWER LINE
- UNDERGROUND STORM SEWER LINE
- UNDERGROUND ELECTRIC
- OVERHEAD UTILITIES
- ⊙ SOIL BORING LOCATION
- ⊙ SOIL BORING LOCATION BY ELECTROTECH
- ⊙ GEOPROBE BORING

1981 AUGUST 11 AM 10:00



NOTE: UTILITY LOCATIONS AND DEPTHS ARE APPROXIMATE.

DATE: 6-11-10	SCALE IN FEET: 1" = 30'
PROJECT: SOIL SAMPLE LOCATION MAP	CLIENT: EXXONMOBIL CORPORATION
PROJECT: FORMER MOBIL #03-DIG	PROJECT: 14900 EAST WARREN AVENUE
PROJECT: 14900 EAST WARREN AVENUE	PROJECT: DETROIT, MICHIGAN
PROJECT: Groundwater & Environmental Services, Inc.	PROJECT: 10351 CANTON DRIVE SUITE 300, BRIGHTON, MICHIGAN 48116
PROJECT: NORTH	PROJECT: DATE: 6-11-10
PROJECT: SCALE IN FEET: 1" = 30'	PROJECT: FIGURE: 30

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JC
GBB-022
DATE (MM/DD/YYYY)
08/08/11

PRODUCER
Insurance Solutions & Services
619 Amboy Avenue
Edison NJ 08837
Phone: 732-738-6080 Fax: 732-738-6081

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Groundwater & Environmental Services, Inc.
10381 Citation Drive Suite 500
Brighton MI 48116

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co.	16535
INSURER B: Standard Insurance Company	26387
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC	GLO3671386	07/01/11	07/01/12	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP3671392	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	SEO5979092	07/01/11	07/01/12	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC3671385	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		Professional Liab.	PEC9104858	07/01/11	07/01/12	Limit	\$5,000,000
A		Pollution Liab	PEC9104858	07/01/11	07/01/12	Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Detroit is named as Additional Insured with respects to Commercial General Liability, Automobile Liability and Pollution Liability as respects the operations of the Insured. Additional Insured status is subject to written contract requirements.
 *10 days notice for non-payment of premium.

CERTIFICATE HOLDER

City of Detroit
 Department of Public Works
 Engineering Division
 65 Cadillac Tower, 7th Floor
 Detroit MI 48226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

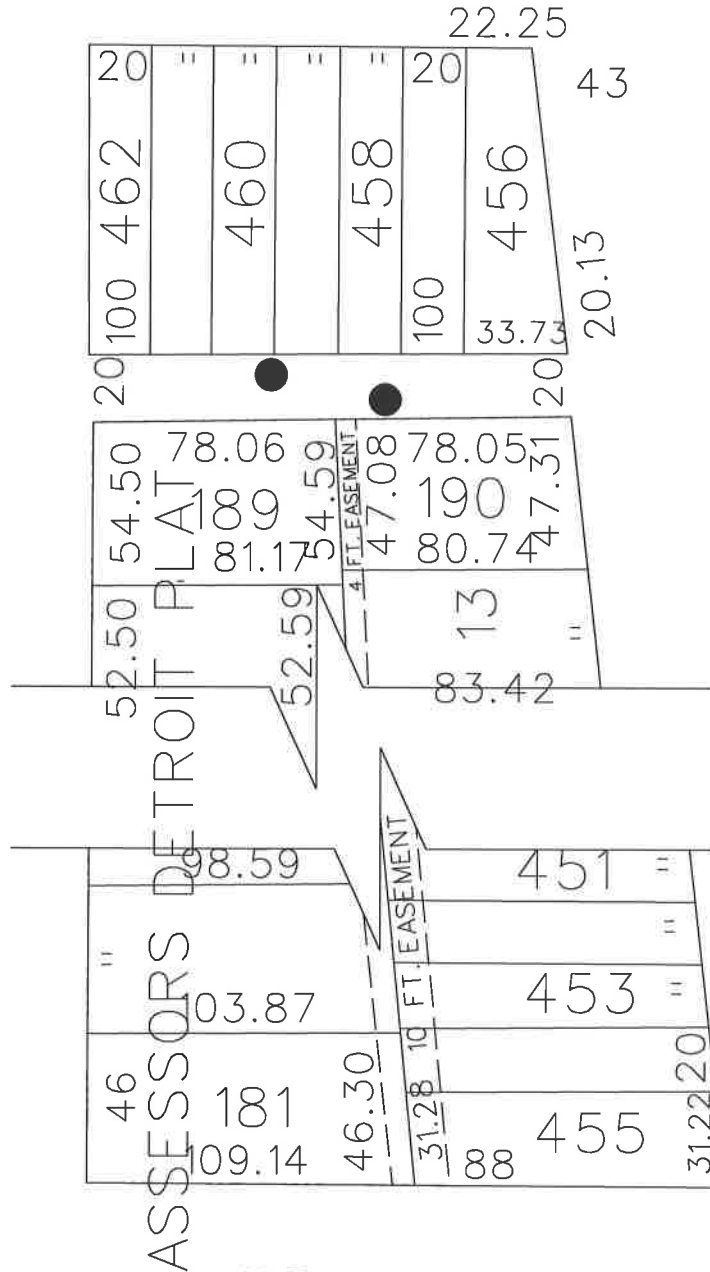

PETITION NO. 2038
 GROUNDWATER & ENVIRONMENTAL SERVICES, INC.
 10381 CITATION DRIVE.
 SUITE 500
 BRIGHTON MICHIGAN 48116
 C/O LAURA SCHOEFF
 PHONE NO.: 800 368 0337 EXT. 3504



WARREN AVE. 105 FT. WD.

ASHLAND AVE. 50 FT. WD.

ALTER RD. 76 FT. WD.



- AREA OF ENCROACHMENT
 (With Monitoring Wells)

FOREST AVE.

(FOR OFFICE USE ONLY)

CARTO 64 F

B					
A					
DESCRIPTION	DRWN	CHKD	APPD	DATE	
REVISIONS					
DRAWN BY	KSM		CHECKED	MP.	
DATE	4-2-12		APPROVED		

REQUEST TO ENCROACH
 IN THE E/W 20 FT. WD. ALLEY
 IN THE AREA BOUND BY
 WARREN, ALTER, FOREST AND ASHLAND
 WITH 2(two) MONITORING WELLS

CITY OF DETROIT CITY ENGINEERING DEPARTMENT SURVEY BUREAU	
JOB NO.	01-01
DRWG. NO.	X2038.dgn