

**EXHIBIT 1**

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) LICENSEE (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	<b>CONTRACT NUMBER:</b>	
( X ) NEW CONTRACT			
<b>CITY</b>		<b>LICENSEE</b>	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE: 417- 864-1940 ATTN: BRUCE GORMAN DEPT: PUBLIC WORKS, TRAFFIC OPERATIONS		NORTHROP GRUMMAN SYSTEMS CORPORATION 2980 FAIRVIEW PARK DRIVE FALLS CHURCH, VIRGINIA 22042-4511 PHONE: (410) 765-9143 ATTN: JOHN KEHS EMAIL: <a href="mailto:JOHN.KEHS@NGC.COM">JOHN.KEHS@NGC.COM</a>	

**LICENSE AGREEMENT FOR MONITORING WELLS**

This License Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between Northrop Grumman Systems Corporation, a Delaware 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 rights-of-way located on N. Westgate Ave, between 2650 N. Westgate Ave. and 2055 N. Westgate Ave, in Springfield, Missouri, and

Whereas, Licensee is a Delaware corporation in good standing, with its principal offices at 2980 Fairview Park Drive, Falls Church, Virginia 22042-4511, and

Whereas, Licensee is an aerospace and defense technology company that subcontracts with an environmental consulting firm which provides sampling and analysis services in connection with environmental investigations and remediations, and

Whereas, Licensee has retained its subcontractor 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 and Licensee is having its subcontractor perform such work,

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 three 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 wells' location(s) 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 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 thirty (30) feet without express approval of the City and 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 wells. No subsurface water drawn from the wells shall be stored on City premises.

**3. Liability and Indemnity.** The parties mutually agree to the following:

a. In no event shall the City be liable to the Licensee for special, indirect, or consequential damages, except those caused by the City's negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Licensee shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Licensee or its subcontractor arising out of their work on the City's property or right-of-way, provided however, Licensee shall have no indemnity obligation under this section where such claims or damages arise out of the City's or its employees', contractors', agents', or representatives' negligence or willful misconduct.

c. The Licensee shall indemnify and hold the City harmless from all wages or overtime compensation due Licensee's employees in rendering services pursuant to this Contract, including payment of reasonable attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

**4. Insurance.** Without limiting any of the other obligations or liabilities of the Licensee, the Licensee and its subcontractor shall secure and maintain, at its own cost and expense, throughout the duration of this Contract, and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as specified below. 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 such 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 under this Contract. Licensee shall require any and all subcontractors with whom it enters into a contract to perform work under this License 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.

The certificates of insurance, including evidence of the required endorsements hereunder, or the policies, shall be filed with the City at the time that this contract is signed by the Licensee. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield – Attn: Public Works, P.O. Box 8368, Springfield, MO 65801-8368.

As of January 1, 2022, 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 Licensees Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. 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 attorney 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 Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Licensee agrees to cause its insurer to name City as an additional insured on such insurance policy.

**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, reasonably restore the premises to their pre-existing condition and to the reasonable 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.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Licensee covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Licensee further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Licensee.

**10. Discrimination.** The Licensee agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Licensee or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

**a. This Licensee and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime Licensees and subcontractors to employ and advance in employment qualified protected veterans.**

**b. This Licensee and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime Licensees and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**11. Assignment.** The Licensee shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Licensee from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

**12. Applicable Law.** Licensee agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Licensee affirmatively states that payment of all local, state, and federal taxes and assessments issued to Licensee in connection with the work contemplated under this License Agreement has been made in full.

**13. Notices and Communications.**

**a. Routine Communications.** Points of contacts for the respective parties for the purpose of routine communication during the field work are shown above.

**b.** All notices, statements or other communications required or permitted hereinunder (other than Routine Communications) shall be in writing (contain a reference to this Agreement with the date thereof, name the parties thereto; and contain the address of the Property or applicable portion thereof) and be given by a reputable overnight courier service, or by first class mail, return receipt requested, postage prepaid, addressed to City or Licensee at the addresses shown above, and if to Licensee, with copies to:

Northrop Grumman Systems Corporation  
2980 Fairview Park Drive  
Falls Church, VA 22042-4511  
Attn: Law Department- Real Estate Notices

and

Northrop Grumman Systems Corporation  
One Space Park Drive, M/S: D2  
Redondo Beach, California 90278  
Attn: Corporate Real Estate- Legal Notices

Delivery of any notice shall be deemed given upon actual receipt (or refusal) with proof of delivery.

**14. Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

**15. Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

**IN WITNESS WHEREOF,** the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED FOR APPROVAL

\_\_\_\_\_  
Director of Public Works or Acting Director

APPROVED AS TO FORM

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

**Northrop Grumman Systems Corporation:**

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

Name & Title: \_\_\_\_\_

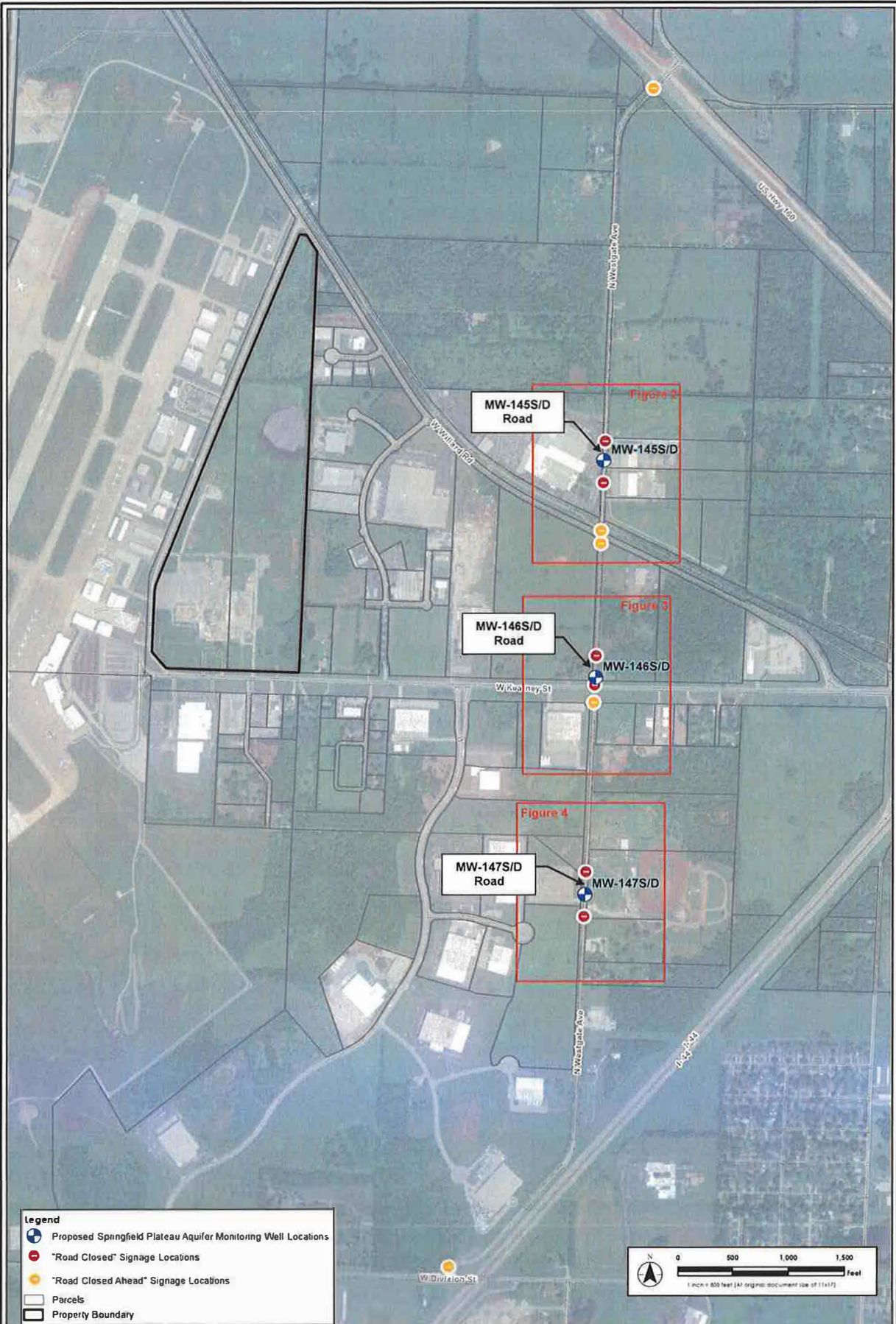
Date: \_\_\_\_\_

**CITY OF SPRINGFIELD, MISSOURI**

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

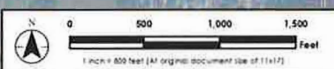
# Exhibit A

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**Legend**

- Proposed Springfield Plateau Aquifer Monitoring Well Locations
- "Road Closed" Signage Locations
- "Road Closed Ahead" Signage Locations
- Parcels
- Property Boundary



2335 HIGHWAY 36 WEST  
ST. PAUL, MINNESOTA 55113  
PHONE: (651) 636-4580 FAX: (651) 636-4500

FOR: FORMER LITTON FACILITY  
SPRINGFIELD, MO

JOB NUMBER: 193708388 DRAWN BY: TH

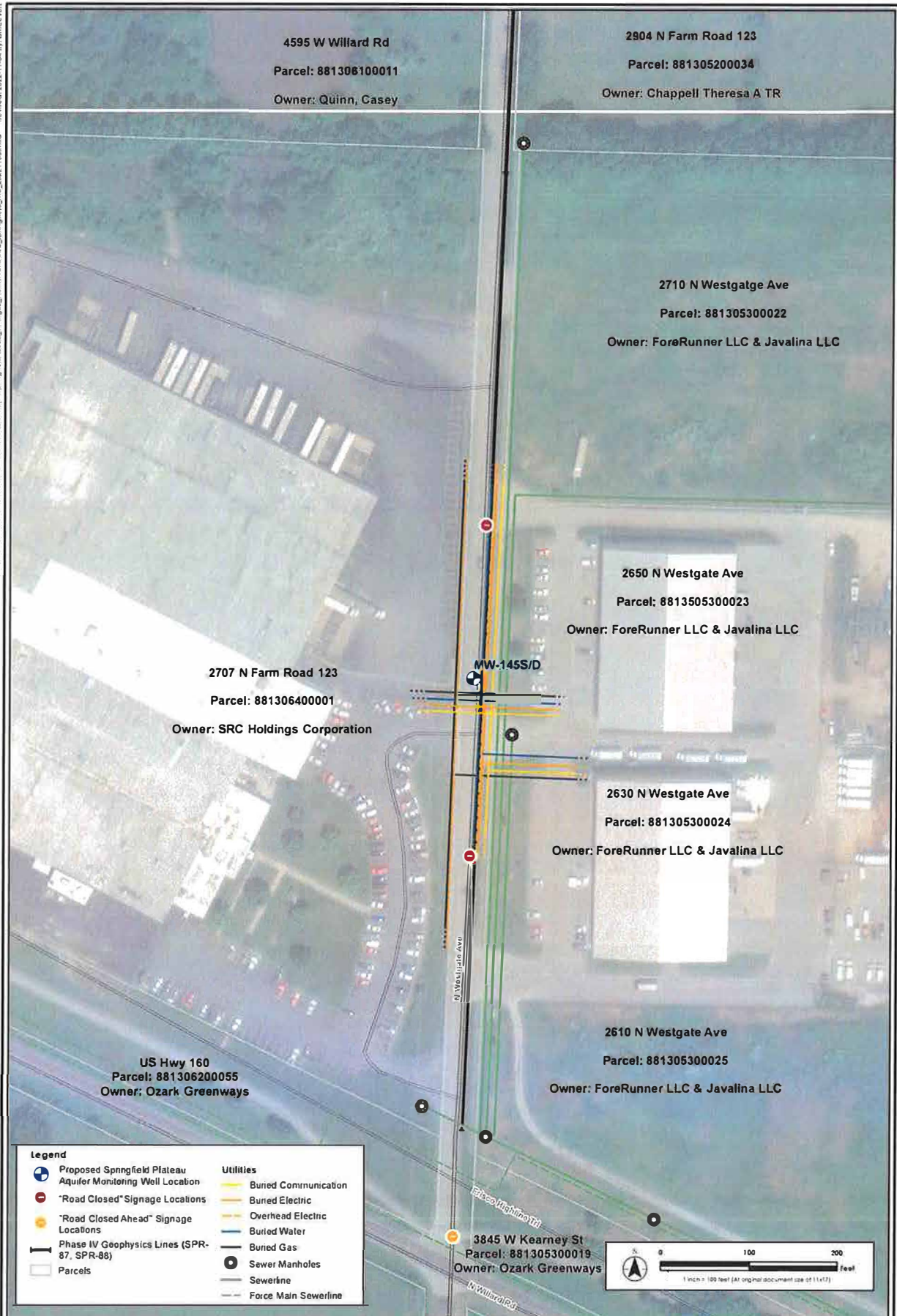
**PROPOSED MONITORING WELL  
LOCATIONS ON WESTGATE AVE**

CHECKED BY: AR APPROVED BY: CM

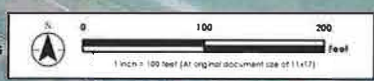
FIGURE: 1

DATE: 11/04/22

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Legend	
	Proposed Springfield Plateau Aquifer Monitoring Well Location
	"Road Closed" Signage Locations
	"Road Closed Ahead" Signage Locations
	Phase IV Geophysics Lines (SPR-87, SPR-88)
	Parcels
	Buried Communication
	Buried Electric
	Overhead Electric
	Buried Water
	Buried Gas
	Sewer Manholes
	Sewerline
	Force Main Sewerline

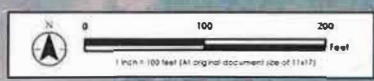


<p>2335 HIGHWAY 56 WEST ST. PAUL, MISSOURI 65113 PHONE (636) 636-4600 FAX (636) 636-4600</p>	FOR:	FORMER LITTON FACILITY SPRINGFIELD, MO	PROPOSED MONITORING WELL LOCATIONS ON WESTGATE AVE NORTH WORK AREA (MW-145S/D)	FIGURE: 2
	JOB NUMBER:	193708388	DRAWN BY:	TH
CHECKED BY:	AR	APPROVED BY:	CM	DATE:
				11/04/22

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Legend	
	Proposed Springfield Plateau Aquifer Monitoring Well Location
	"Road Closed" Signage Locations
	Phase IV Geophysics Lines (SPR-76, SPR-92)
	Parcels
<b>Utilities</b>	
	Buried Communication
	Buried Electric
	Overhead Electric
	Buried Water
	Buried Gas
	Sewer Manholes
	Sewerline
	Force Main Sewerline



2335 HIGHWAY 36 WEST  
ST. PAUL, MISSOURI 65113  
PHONE: (651) 636-4000 FAX: (651) 636-4000

FOR: FORMER LITTON FACILITY  
SPRINGFIELD, MO

JOB NUMBER: 193708388 DRAWN BY: TH

PROPOSED MONITORING WELL  
LOCATIONS ON WESTGATE AVE  
CENTRAL WORK AREA (MW-146S/D)

CHECKED BY: AR APPROVED BY: CM

FIGURE: 3

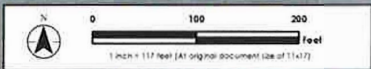
DATE: 11/04/22



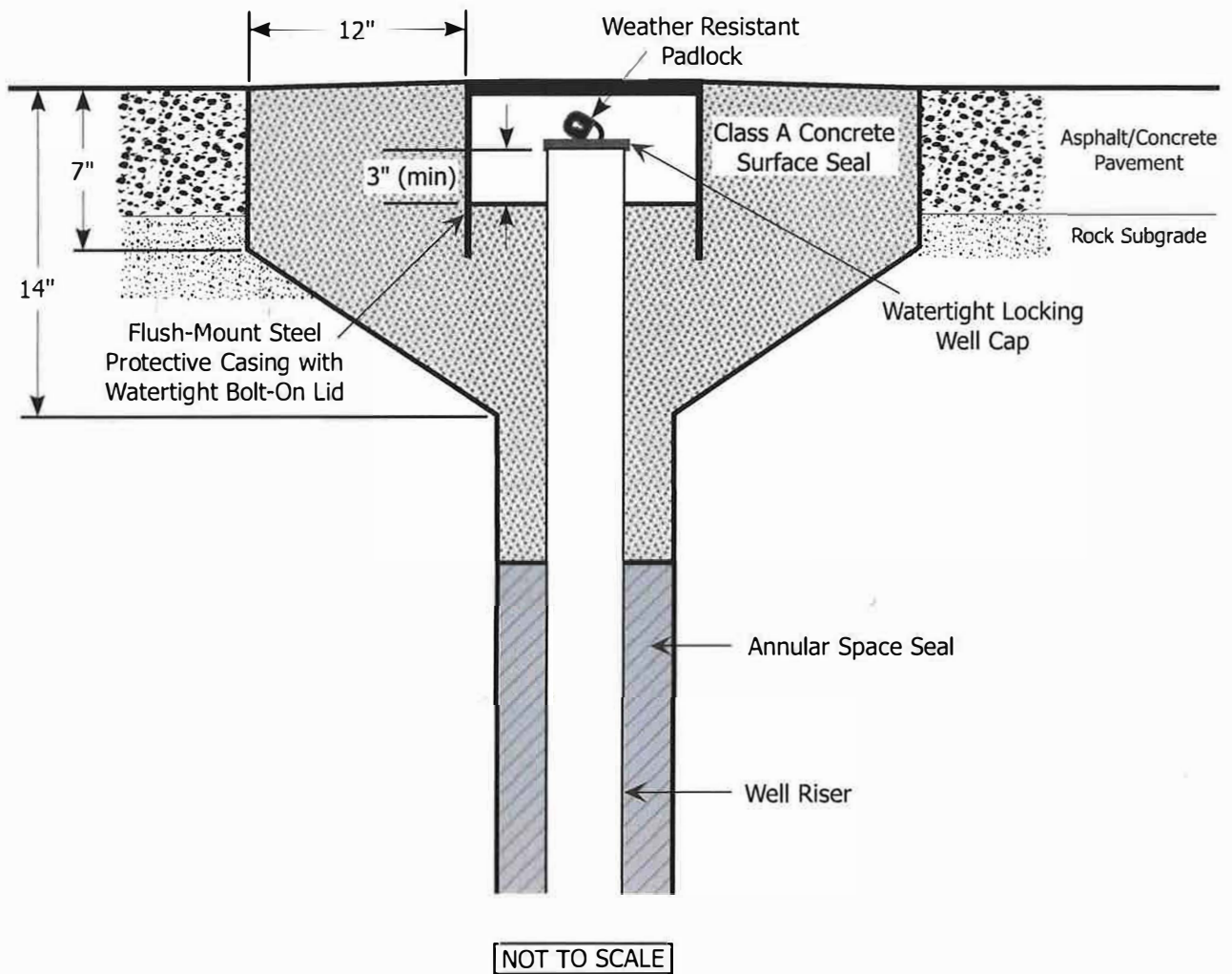
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Legend	
	Proposed Springfield Plateau Aquifer Monitoring Well Location
	"Road Closed" Signage Locations
	Phase IV Geophysics Lines (SPR-76, SPR-85, SPR-86)
	Parcels
	Buried Communication
	Overhead Electric
	Sewer Manholes
	Sewerline
	Force Main Sewerline



<p>2735 HIGHWAY 36 WEST ST. PAUL, MINNESOTA 55113 PHONE: (651) 436-4600 FAX: (651) 635-7600</p>	FOR: FORMER LITON FACILITY SPRINGFIELD, MO	PROPOSED MONITORING WELL LOCATIONS ON WESTGATE AVE SOUTH WORK AREA (MW-147S/D)	FIGURE: 4
	JOB NUMBER 193708388	DRAWN BY: TH	CHECKED BY: AR
			DATE: 11/04/22



**NOTES:**

1. The wellhead is completed below the surface grade.
2. Drainage around the well must be maintained so that no ponding of water will occur around the wellhead.
3. The protective casing must be a traffic-rated, water-tight structure that can withstand the maximum traffic loads anticipated for the site.
4. Padlock to be provided by others.

**Well Construction Diagram for Monitoring Well in Paved Roadway**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/14/2023

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797  CN107993899-NGC-GAW-23-24      MS	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER B : AIU Insurance Co</td> <td>19399</td> </tr> <tr> <td>INSURER C : Insurance Company Of The State Of Pennsylvania</td> <td>19429</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B : AIU Insurance Co	19399	INSURER C : Insurance Company Of The State Of Pennsylvania	19429	INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
<b>INSURED</b> Northrop Grumman Corporation Its Divisions and Subsidiaries 2980 Fairview Park Drive Falls Church, VA 22042															

**COVERAGES**      **CERTIFICATE NUMBER:** CLE-006952727-03      **REVISION NUMBER:** 6

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			9584153	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
A	<b>AUTOMOBILE LIABILITY</b>			7281113 (AOS)	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000
B	<input checked="" type="checkbox"/> ANY AUTO			7281105 (MA)	01/01/2023	01/01/2024	BODILY INJURY (Per person) \$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			7281106 (VA)	01/01/2023	01/01/2024	BODILY INJURY (Per accident) \$
A	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7281110 (AOS) BDS	01/01/2023	01/01/2024	PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			080880528 (AOS)	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	080880526 (CA)	01/01/2023	01/01/2024	E.L. EACH ACCIDENT \$ 2,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			080880532 (MA/ MN/ NJ/ WI)	01/01/2023	01/01/2024	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000
C				080880533 (VA)	01/01/2023	01/01/2024	E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Certificate holder is included as additional insured (except workers compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions.

**CERTIFICATE HOLDER**      **CANCELLATION**

City of Springfield Busch Municipal Building, 840 Boonville Avenue Springfield, MO 65802	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  <i>Marsh USA Inc.</i>
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