CITY OF SANTA CLARA
MONITORING WELL ENCROACHMENT AGREEMENT
(PUBLIC PROPERTY OR PUBLIC RIGHT-OF-WAY)

ADDRESS OF WORK: ______________________________________________________________

LOCATION: _________________________ SIDE OF STREET BETWEEN ________________________ AND _______________________
(NORTH, SOUTH, EAST WEST)
PURPOSE OF WORK: _____________________________________________________________________________________

GENERAL INFORMATION:

APPLICANT:

STARTING DATE: ________________________________ NAME: ________________________________________________

COMPLETION DATE: _____________________________ ADDRESS: ____________________________________________

PERMIT EXPIRES: _______________________________ CITY BUSINESS LICENSE NO.: ___________________________

SIZE OF OPENING: ______________________________ OWNER/LESSEE OF PROPERTY (IF DIFFERENT FROM ABOVE):

TYPE OF SURFACE: _____________________________ NAME: ________________________________________________

SIZE/TYPE OF PIPE: _____________________________ ADDRESS: ____________________________________________

AS A CONDITION OF THE AGREEMENT, THE APPLICANT (PERMITTEE) HEREBY AGREES AND COVENANTS:

1. TO PAY FEES AND TO COMPLY IN STRICT CONFORMITY WITH THE PROVISIONS OF ALL APPLICABLE CITY OF SANTA CLARA CODES, ORDINANCES, RULES AND REGULATIONS OF THE PERMIT APPLIED FOR, THE GENERAL AND SPECIAL PROVISIONS LISTED ON PAGE 2 AND REQUIREMENTS OF CITY INSPECTORS TO ACCOMPLISH COMPLIANCE;

2. TO SAVE, INDEMNIFY AND TO HOLD HARMLESS THE CITY OF SANTA CLARA, ITS COUNCIL, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS FROM ALL LIABILITIES, JUDGMENTS, COSTS AND EXPENSES WHICH MAY ACCRUE AGAINST SAID CITY IN CONSEQUENCE OF THE GRANTING OF THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH OR RELATED TO ANY OPERATION THEREUNDER;

3. TO CONTACT U.S.A. TO VERIFY THE LOCATION OF EXISTING UNDERGROUND FACILITIES;

4. TO OBTAIN AN ENCROACHMENT PERMIT FROM THE ENGINEERING DEPARTMENT PRIOR TO THE CONSTRUCTION OF THE WELL(S);

5. TO PROVIDE A MINIMUM OF 5' HORIZONTAL CLEARANCE FROM ANY WATER OR SANITARY SEWER LINES;

6. A VIOLATION OF ANY TERM, CONDITION OR COVENANT OF THIS AGREEMENT WILL CONSTITUTE CAUSE FOR ITS REVOCATION OR TERMINATION AT WILL AND SOLE DISCRETION OF THE CITY ENGINEER; AND

7. TO NOTIFY, BY LETTER, THE OCCUPANT/OWNER OF PROPERTY(S) ADJACENT TO PROPOSED WELL OF ACTIVITY TO BE CONDUCTED AT THE PROPOSED WELL SITE. A COPY OF SAID LETTER SHALL BE SUBMITTED TO THE ENGINEERING DEPARTMENT PRIOR TO OBTAINING AN ENCROACHMENT PERMIT.

APPLICANT’S SIGNATURE: _______________________________________________ DATE: ___________________________

PRINT NAME: __________________________________________________________ PHONE NO.: _____________________

THE REQUESTED AGREEMENT IS HEREBY GRANTED AS CONDITIONED:

BY: ___________________________________________________________________ DATE: ___________________________

CITY ENGINEER

OTHER CONDITIONS:

__________________________________________________________________________________

__________________________________________________________________________________

__________________________________________________________________________________

INSPECTION IS REQUIRED. ANY WORK UNDERTAKEN WITHOUT BENEFIT OF INSPECTION SHALL BE SUBJECT TO REMOVAL AND REINSTALLATION AT PERMITTEE’S EXPENSE. PERMITTEE SHALL NOTIFY CITY ENGINEERING FIELD SERVICES DIVISION BY TELEPHONE (408) 615-3000 AT LEAST ONE (1) FULL CITY WORKING DAY PRIOR TO EXCAVATION AND AGAIN ONE (1) WORKING DAY PRIOR TO INSTALLATION OF FINAL ASPHALT CONCRETE HOT PATCH, IF REQUIRED.
GENERAL PROVISIONS
(ALL APPLICABLE)

1. Permittee shall assume entire responsibility for any and all activities and uses under this Agreement.

2. This Agreement is valid only for the purpose specified herein. No change of program as outlined in application or drawing submitted with application is permitted, except upon prior written permission of the City Engineer.

3. Any damage caused to City property in any way related to or by any activity connected with this Agreement shall be repaired to the satisfaction of the City Engineer at the cost of permittee and without cost to the City. Should permittee neglect to promptly make repairs, City may make repairs or have repairs made, and permittee will be billed and shall pay costs therefor.

4. This Agreement may be revoked by the City on thirty (30) days notice for any cause whatsoever when required by the City Engineer, permittee shall restore the public property or public right-of-way to its condition prior to issuance of the Agreement and then shall vacate the premises. Should permittee neglect to restore the premises to a condition satisfactory to the City Engineer, City may perform such work or have work performed, and permittee agrees to reimburse City for all costs of the work so performed upon receipt of a statement therefor.

5. Permittee shall place and maintain appropriate barricades to maintain safe conditions.

SPECIAL PROVISIONS
(ONLY THOSE ITEMS CHECKED)

_____ Permittee shall submit the final report of the monitoring program to the city of Santa Clara Engineering and Water Departments.

_____ Permittee shall continually maintain the encroachment at his sole cost and expense.

_____ Permittee shall repair and correct any and all defects and deficiencies, due to workmanship or materials in connection with this project, which are discovered within one year from date of final inspection and approval of work by City. Within thirty (30) days of notification of any defects or deficiencies, Permittee shall cause its repair and correction.

_____ The monitoring well(s) shall be constructed in accordance with the Santa Clara Valley Water District (SCVWDD) standards. Upon termination of the groundwater monitoring program, said well(s) shall be sealed in accordance with the SCWVD standards. A copy of the destruction permit issued by the SCWVD, indicating that the well was properly sealed, shall be submitted to the City Water and Engineering Departments. Prior to destruction of well(s), a City of Santa Clara Encroachment Permit shall be obtained, ensuring that street repair shall be in accordance with City Standards.

_____ Permittee shall secure a durable identification tag to the well cap including but not limited to the following information: 1, Name and phone number of firm maintaining the well(s). 2, Designation of well(s). 3, Date of installation of well(s).

_____ Other:


Approximate location of the well(s) is(are) shown on the attached City Tracing No. ______________

Permittee is hereby given notice of an existing state law (Sec. 4215 et. Seq., Chapter 3.1, Division 5, Title 1 of the Government Code), as amended by A.B. 73, effective January 1, 1990. Said law requires owners of underground facilities to join a regional notification center, e.g. USA; requires Contractors to contact such a regional notification center prior to excavation; and requires Owners to mark their underground facilities when notified; and sets civil penalties for failure to comply therewith.