

CITY OF SANTA CLARA MONITORING WELL ENCROACHMENT AGREEMENT

(PUBLIC PROPERTY OR PUBLIC RIGHT-OF-WAY)

ENGINEERING DEPARTMENT 1500 WARBURTON AVE., SANTA CLARA, CA 95050 TEL.: (408) 615-3000 FAX: (408) 985-7936 E-mail: engineering@santaclaraca.gov

ADDRESS OF WORK:		
LOCATION: SIDE OF ST	REET 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	E APPLICANT (PERMITTEE) HEREBY AGREES AND COVENANTS:	
ORDINANCES, RULES AND REGULATIONS OF TO 2 AND REQUIREMENTS OF CITY INSPECTORS TO 2 AND REQUIREMENTS OF CITY INSPECTORS TO 3 AVE, INDEMNIFY AND TO HOLD HARML SUCCESSORS, AND ASSIGNS FROM ALL LIABIL IN CONSEQUENCE OF THE GRANTING OF THIS THEREUNDER; 3. TO CONTACT U.S.A. TO VERIFY THE LOCATION 4. TO OBTAIN AN ENCROACHMENT PERMIT FROM 5. TO PROVIDE A MINIMUM OF 5' HORIZONTAL CLE 6. A VIOLATION OF ANY TERM, CONDITION OR CONTERMINATION AT WILL AND SOLE DISCRETION 7. TO NOTIFY, BY LETTER, THE OCCUPANT/OWNER AT THE PROPOSED WELL SITE. A COPY OF SOBTAINING AN ENCROACHMENT PERMIT. APPLICANT'S SIGNATURE:	LESS THE CITY OF SANTA CLARA, ITS COUNCIL, OFFICERS, EMPLOYEES, AGENTS, LITIES, JUDGMENTS, COSTS AND EXPENSES WHICH MAY ACCRUE AGAINST SAID CITY S AGREEMENT, OR IN ANY WAY CONNECTED WITH OR RELATED TO ANY OPERATION OF EXISTING UNDERGROUND FACILITIES; IN THE ENGINEERING DEPARTMENT PRIOR TO THE CONSTRUCTION OF THE WELL(S); LEARANCE FROM ANY WATER OR SANITARY SEWER LINES; COVENANT OF THIS AGREEMENT WILL CONSTITUTE CAUSE FOR ITS REVOCATION OR	
THE REQUESTED AGREEMENT IS HEREBY	GRANTED AS CONDITIONED:	
DV.	DATE	
CITY ENGI	DATE: NEER	
OTHER CONDITIONS:		
REINSTALLATION AT PERMITTEE'S EXPENSE.	TAKEN WITHOUT BENEFIT OF INSPECTION SHALL BE SUBJECT TO REMOVAL AND PERMITTEE SHALL NOTIFY CITY ENGINEERING FIELD SERVICES DIVISION BY FULL CITY WORKING DAY PRIOR TO EXCAVATION AND AGAIN ONE (1) WORKING DAY NCRETE HOT PATCH, IF REQUIRED.	
Non-refundable Fee: Contact Engineering Depa	artment File Ref.: S.C. No.:	

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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)

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	Permittee shall submit the final report of the monitoring program to the city of Santa Clara Engineering and Water Departments.
ŀ	Permittee shall continually maintain the encroachment at his sole cost and expense.
r	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 nspection 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 (SCVWD) standards. Upon termination of the groundwater monitoring program, said well(s) shall be sealed in accordance with the SCVWD standards. A copy of the destruction permit issued by the SCVWD, 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.
F	Permittee shall secure a durable identification tag to the well cap including but not limited to the ollowing 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:
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٩p	oproximate location of the well(s) is(are) shown on the attached City Tracing No
	ermittee is hereby given notice of an existing state law (Sec. 4215 et. Seq., Chapter 3.1, Division 5, le 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.

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