

**CITY OF MEMPHIS
CITY ENGINEER'S OFFICE
PROCEDURES FOR
MONITORING WELL PERMIT**

APPLICABILITY:

These procedures will apply where an individual desires to install or abandon a temporary monitoring well which will require entering the City of Memphis public Right-of-Way (ROW). The term "Applicant" hereafter shall mean developer, contractor, permit holder, or developer's engineer.

REQUIREMENTS & PROCEDURES:

1. The Applicant can either pick-up a hard copy of the Monitoring Well Permit packet available from the Land Development Department of the City Engineer's Office located at 125 North Main, Room 644, Memphis, TN 38103 (ph 901-576-6704) or retrieve the permit packet from the City of Memphis website (www.cityofmemphis.org) under the heading Government/Engineering/Links/Monitoring Well Permit.
2. The Applicant will also make application for a Well Permit through the Memphis and Shelby County Health Department (Pollution Control Section – Water Quality) located at 1075 Mullins Station Road (Bldg W) Memphis, TN 38134 (ph 901-379-7254).
3. Submit a preliminary site plan layout and a copy of the approved Health Department Well permit to the Land Development Department of the City Engineer's Office (attn: Monitoring Well Manager). The Monitoring Well Manager will determine what finalized plans are to be submitted and whether a separate Street Cut Permit must be submitted. Typically, if a monitoring well is being placed in a road, then a separate Street Cut Permit must also be applied for. The application for a Street Cut Permit is also contained on the "Engineering" web site.
4. Once the Applicant has completed the aforementioned requirements, he/she can submit a formal Monitoring Well Permit Application to the Monitoring Well Manager. Included in this submittal will be the following items:
 - A. Completed Memorandum of Understanding
 - B. Performance Bond
 - C. Certificate of Insurance
 - D. Processing fee in the amount of \$300.00
 - E. Required plans stamped by a professional engineer licensed in the State of Tennessee
 - F. Street Cut Permit (if required by the Monitoring Well Manager)
5. When the submittals in item 4. above have been approved, the Monitoring Well Manager will issue a "Notice to Proceed" to the Applicant.
6. The Applicant is required to contact the Construction Inspection Department (ph 901-636-2462) at least 24 hours prior to beginning work on site.
7. The procedures for abandoning a monitoring well are the same procedures outlined in 1. through 6. above. Upon satisfactory completion of the abandonment process, the Monitoring Well Manager will release to the Applicant the bond initiated in item 4.B. above.
8. The Applicant is advised that the City will redeem the aforementioned bond if the monitoring well(s) have not been formally abandoned within ninety (90) days from the permit expiration date.

Monitoring Well Permit No. _____

**MEMORANDUM OF UNDERSTANDING
FOR INSTALLATION OF MONITORING WELL(S)
INSIDE CITY OF MEMPHIS RIGHTS-OF-WAY**

This Agreement entered into by and between:

Applicant / Well Owner: _____

Applicant's _____ Contractor:

_____ and the City of Memphis, a Municipal Corporation of the State of Tennessee.

The below signed Applicant/Well Owner and/or Applicant's Contractor has been required by the Tennessee Department of Environment and Conservation to install temporary monitoring wells, which will require entering upon City of Memphis ("City") Right-of-Way ("ROW") for a period of _____, beginning _____ day of _____, 20____, at the below locations. **This permit will expire on _____ day of _____, 20____.**

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

The City will permit entry onto and temporary occupation of the public ROW for the purpose of the installation of these temporary monitoring wells, subject to the following conditions imposed upon the Applicant/Well Owner and/or Applicant's Contractor:

- 1. a) The Applicant/Well Owner and/or Applicant's Contractor shall perform the installation and abandonment of the wells in such a manner that will not block traffic in the public streets for more than an eight (8) hour period. While the work in the ROW is being performed, the Applicant/Well Owner and/or Applicant's Contractor shall provide traffic barricades, signs, channelization, markings and other traffic control devices in accordance with the Manual on Uniform Traffic Control Devices. The Applicant/Well Owner and/or Applicant's Contractor shall obey all laws governing work within the ROW.
- b) A sealed engineering plan approved by the City Engineer indicating the precise location of the monitoring wells and traffic control devices on the City ROW shall be attached hereto as Exhibit "A" and made a part of this Memorandum of Understanding.
- 2. The Applicant/Well Owner and/or Applicant's Contractor shall obtain the proper permits from the Memphis & Shelby County Health Department for the installation and abandonment of the wells, as well as any other permits which may be required for the performance of the work. Copies of all required permits shall be submitted to the City Engineer within thirty (30) days of the execution of this Memorandum of Understanding and not less than five (5) days prior to entry onto the ROW.

3. The Applicant/Well Owner and/or Applicant's Contractor shall abandon and cap each well per the Memphis & Shelby County Health Department requirements and at the direction of the City Engineer.
4. The Applicant/Well Owner and/or Applicant's Contractor shall install the wells flush with the pavement and outside of the existing wheel paths of the roadway. The well shall be protected with a watertight valve box and locking cap. The upper six (6) feet of the casing shall be ductile iron pipe, and the name of the Applicant/Well Owner shall be located on the inside of the valve box.
5. The Applicant/Well Owner and/or Applicant's Contractor shall restore the right-of-way to the same condition as before the well's installation. Upon abandonment of each well, the Applicant/Well Owner and/or Applicant's Contractor shall remove the well casing to a level 12 inches below finished grade, seal the well as prescribed by the Health Department, backfill with 10 inches of concrete and 2 inches of asphalt surface in roadways or backfill with soil and sod in turfed areas. Damaged concrete sidewalks shall be replaced.
6. The Applicant/Well Owner and/or Applicant's Contractor shall coordinate the installation of the well(s) with the City of Memphis, Memphis Light Gas and Water, Cablevision, AT&T, and all other utilities located within City ROW, and shall utilize the Tennessee One Call utility location system, as required by Tennessee State Law. (1-800-351-1111).
7. The Applicant/Well Owner and/or Applicant's Contractor shall repair any and all damages inside the City's ROW caused by his occupation of the ROW, when he is aware of defects or is notified by the City Engineer or his representative within a 24 hour period to the satisfaction of the City Engineer or his representatives. Such repairs shall consist of, but not limited to: patching of pavement, repair of failed pavement base, replacing striping, repair of curb and gutter, repair of sidewalks, replacement of damaged signs, etc. Any failure to repair or replace by the Applicant/Well Owner and/or Applicant's Contractor shall be a breach of this Memorandum of Understanding and the City is authorized without further notice (1) to make the repairs and demand reimbursement, (2) call upon the bonding company for payment, or (3) to take any other action necessary to effect repairs or replacement.
8. The Applicant/Well Owner and/or Applicant's Contractor shall be responsible for any damage or injury of any kind to persons or properties caused by their occupation of the City's ROW and also assume the obligation to protect, defend, indemnify and hold the City, its officers, employees, and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof by act or omission of the Applicant/Well Owner and/or Applicant's Contractor, or anyone either: 1) directly or indirectly employed by, 2) under the supervision of either the Applicant/Well Owner and/or Applicant's Contractor in the prosecution of the work to be performed in the City's property.
9. The Applicant/Well Owner and/or Applicant's Contractor acknowledge that these are bargained for considerations, and that they shall be liable to the maximum extent permitted by law, and regardless of this participation of the City in this Project.
10. Either Applicant/Well Owner and/or Applicant's Contractor shall furnish bond in the amount of \$2,500.00 per well up to a maximum of \$15,000.00 for all wells covered herein during the term of installation, monitoring and abandonment. The bond will be released upon satisfactory completion of the work as determined by the City Engineer or his representative. The bond is attached hereto as Exhibit "B" and made a part of this Memorandum of Understanding.
11. Either Applicant/Well Owner and/or Applicant's Contractor shall furnish Insurance as indicated in Exhibit "C" to be attached to and made a part of this Memorandum of Understanding prior to commencement of the work, said insurance to remain in effect for the term of this Memorandum of Understanding any any extensions thereof.

12. Nothing in this Agreement shall affect any rights the City of Memphis has against the Applicant/Well Owner and/or Applicant's Contractor or third parties for any environmental damage suffered by the City or City property.

APPLICANT/WELL OWNER:

APPLICANT'S CONTRACTOR:

Company's Name

Company's Name

Signature

Signature

Title

Title

Address

Address

(_____)_____
Phone

(_____)_____
Phone

For Corporations only:

For Corporations only:

ATTEST:_____
Corporate Secretary

ATTEST:_____
Corporate Secretary

Note: If Applicant/Well Owner and/or Applicant's Contractor is not a Corporation; their signature must be notarized.

Notary Public

Notary Public

My commission expires:

My commission expires

Accepted by the City of Memphis

City Engineer

EXHIBIT "A"

SITE PLAN

EXHIBIT "B"
PERFORMANCE BOND

STATE OF TENNESSEE

COUNTY OF SHELBY

Know all men by these presents, that:

We, _____
(Herein called the "Applicant/Well Owner and/or Applicant's Contractor")

of _____, a _____
County (Partnership or Corporation)

organized and existing under and by virtue of the laws of the State of _____,
as principle, and _____ as surety, do hereby acknowledge ourselves indebted and firmly
bound and held unto the City of Memphis (herein called the "City"), a Corporation existing under and by the
virtue of the laws of Tennessee, for the use and benefit of those entitled thereto, in the sum of

_____ (\$ _____) for the payment of which will and truly to be made, in lawful money of the United
States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

But the conditions of the foregoing obligation or bond is this:

Whereas, the Applicant/Well Owner and/or Applicant's Contractor desires to install temporary monitoring
wells in the City's Right-of-Way at the following locations:

1. _____
2. _____
3. _____
4. _____
5. _____

Monitoring Well Permit No. _____

As more fully appears in the Memorandum of Understanding prepared for Permit No. _____, a copy of
which said memorandum is referenced hereby and made a part hereof, and it is the desire of the said City that
the said Applicant/Well Owner and/or Applicant's Contractor shall assure and protect all laborers and
furnishers of material on said work as required by Tennessee Code Annotated Sections 12-4-201 through 12-
4-208 and any amendments thereto, and also independently of said statutes.

Now, therefore, if the said Applicant/Well Owner and/or Applicant's Contractor shall fully and faithfully
perform all undertakings and obligations under the conditions of the permit herein before referred to and shall
fully indemnify and save harmless the said City from all costs and damage whatsoever which it may suffer by
reason of any failure on the part of said Applicant/Well Owner and/or Applicant's Contractor so to do, and
shall fully reimburse and repay the said City any and all outlay and expense which it may incur in making
good any such default, and shall fully pay for all of the labor, material, and work used by said Applicant/Well
Owner and/or Applicant's Contractor or any immediate or remote "contractor" or furnishers of material under
them the performance of said permitted work, in lawful money of the United States, as the same shall become
due, then this obligation or bond shall be null and void, otherwise to remain in full force and effect.

And, for value received, it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said permit or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligations under this obligation or bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the permit or the work or to the specifications.

In witness whereof, the said Applicant/Well Owner and/or Applicant's Contractor has hereunto affixed his signature and said surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 20__.

Applicant/Well Owner and/or Applicant's Contractor

Surety:

By: _____
President

Attest: _____
Secretary

By: _____
Agent / Countersign

Company

Address

City, State, Zip Code

Note: If bond is executed by a surety outside the State of Tennessee, the above countersignature by and agent within the State of Tennessee is required by the City of Memphis. Please attach copy of Power(s) of Attorney to bond.

Attorney: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

Either Applicant /Well Owner and/or Applicant's Contractor shall provide at no cost to the City, the following insurance from insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as required by the City. Each certificate or policy shall require and state in writing that **"thirty(30) days prior to cancellation or material change in the policies, notice thereof shall be given to the City of Memphis by registered mail, return receipt requested"** for all the following stated insurance policies:

- 1) Worker's Compensation coverage in accordance with the statutory Requirements and Limits of the State of Tennessee. All State Endorsements are required or a Certificate of State Worker's Compensation Board showing proof of ability to pay compensation directly.
- 2) Comprehensive General Liability Insurance with minimum of limits of:
 - A. Bodily Injury (including death) and Property Damage \$1,500,000.00 each occurrence - Combined Single Limit.
 - B. Coverage to be included and **specifically noted** on the Certificate of Insurance provided to the City:
 - a) Premises and Operations
 - b) Independent Contractor(s)
 - c) Products and Completed Operations
 - d) Excess liability insurance in an amount no less than \$1,000,000 per occurrence, combined single limit
 - e) Blanket Contractual
 - f) XCU Coverage (Explosion, Collapse & Underground)
 - g) Broad Form Property Damage
 - h) Personal Injury
- 3) Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with minimum limits of:
 - A. Bodily Injury and Property Damage \$1,500,000.00 each accident - combined single limit.
- 4) **THE CITY OF MEMPHIS SHALL BE CONSPICUOUSLY NAMED ON THE CERTIFICATE (S) OF INSURANCE AS ADDITIONAL INSURED.**
- 5) The location of the project shall be specified on the Certificate (s) of Insurance.
- 6) The Certificate Holder shall be noted as:

CITY OF MEMPHIS ENGINEERING
LAND DEVELOPMENT OFFICE
125 NORTH MAIN, ROOM 644
MEMPHIS, TN 38103