

**REQUIREMENTS FOR APPLICATION FOR ADMINISTRATIVE  
REVOCABLE PERMIT FOR MONITORING WELL,  
REMEDATION WELL, OR SOIL BORING**

1. Two copies of application, completed and containing original signature, signed by the owner of the well or boring.
2. Letters of no objection from the four franchised utility companies. (See "Utility Contacts", attached)
3. Letters of no objection from owner(s) of abutting property.
4. Include a site plan (8 copies required). The site plan should show the property lines, curb lines, centerline of streets, right-of-way widths, utility and/or drainage easements, driveways, and/or sidewalks, and the proposed improvements. Dimensions should be included to show the relationship of the proposed improvements, curb line, property line, and the centerline of the adjacent streets. Other dimensions, as applicable, should be shown. For monitoring wells, dimensions should be included to show the distance from the centerline of the street on which it is located and the distance from the centerline of the nearest cross street.
5. The initial and annual renewal fee for revocable permits for monitoring wells should be as shown below. Multiple monitoring wells may be included on one application. Checks shall be made payable to the "City of Oklahoma City." Administrative Revocable Permit Fee -- \$50.00 per well or soil bore.
6. Contractor's general liability insurance covering Property Damage and Bodily Injury in the following amounts: \$1,000,000.00 aggregate; \$1,000,000.00 per person; \$1,000,000.00 property damage. The "City of Oklahoma City" is to be shown on the certificate as Additional Insured and a certificate holder. The standard ACORD form is acceptable. The City will provide the insurance form to be completed with submittal.
7. The permittee is responsible for the removal of equipment, plugging of wells and restoration of the site upon termination of the project. Wells shall be plugged in accordance with Section 785:35-11-2 of the Oklahoma Water Resources Board Rules and Regulations or regulations that supersede this Section. The permittee shall obtain written approval of the proposed plugging procedure from the State of Oklahoma agency which has jurisdiction before performing the plugging operation.
8. A performance bond in the amount of \$2,000.00 per monitoring well or soil bore covered by the permit application. The term for the bond shall be a minimum of three years and shall be on the form provided by the City.
9. The term of the permit shall be two years. Applicant is responsible for renewing permit as required until completion report is filed with Engineering Support.
10. The bond, liability insurance and permit application shall be in the same name. Additional insurance verification and pre-qualification with City Licensing is required for the contractor performing the work in the City right-of-way.

REVO-\_\_\_\_\_

**ADMINISTRATIVE REVOCABLE PERMIT**  
**FOR MONITORING OR REMEDIATION WELLS**

This Revocable Permit made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY ENGINEER OF THE CITY OF OKLAHOMA CITY, hereinafter called City Engineer, and \_\_\_\_\_, applicant, hereinafter called Permittee.

WITNESSETH:

**WHEREAS**, the Permittee desires to erect, construct, and maintain \_\_\_\_\_ over, under, or on a portion of the public way or easement, or City owned property at \_\_\_\_\_ in Oklahoma City, Oklahoma.

**NOW THEREFORE** it is mutually agreed by the parties hereto as follows:

1. City Engineer hereby grants the Permittee a Revocable Permit for the purpose of erection, construction, and maintenance of a \_\_\_\_\_ over, under, or on a portion of the public way or easement, or city owned property at \_\_\_\_\_
2. in Oklahoma City, Oklahoma, in accordance with the attached plan.
3. Permittee agrees to erect, construct, and maintain said \_\_\_\_\_ in a safe, proper manner, with an attractive appearance.
4. It is mutually agreed and understood between the parties hereto that by reason of the issuance of this permit, the Permittee acquires no property or contract rights and it is further agreed and understood that this Revocable Permit may be revoked or canceled at the sole discretion of the City Engineer at any time with or without cause.
5. The Permittee agrees that in the event of revocation, it will comply with the revocation order and will promptly restore the above described premises to the original condition at its own expense. It is expressly agreed and understood between the parties hereto that should it become necessary to remove the structure(s) and/or improvement(s) permitted herein in whole or in part so as to allow the City to utilize its easement or property in any manner permitted by law, the City and the City Engineer shall not be deemed responsible for any loss suffered by reason of such removal. Further, Permittee agrees and understands that he acts at his own risk in erecting or constructing said structure(s) and/or improvement(s) within, over, under, or upon the City's public way, easement or property. The Permittee further agrees and understands that the Revocable Permit granted hereby is in no manner intended to convey any vested or other interest whatsoever in the subject public way, easement, on property nor shall it be so construed.

6. The Permittee agrees that all construction within the right-of-way, easement or City owned property will be in accordance with City standard specifications and all disturbed areas will be restored to its original condition, which shall include, but not limited to backfilling all trenches, filling all holes caused by shrinkage, remove all excess dirt, and leave the property above described in a solid and safe condition. The Permittee shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas, removing casing from well(s) and plugging well(s), and removing any remediation equipment, subject to the inspection and approval of the City Engineer of said City. If the Permittee shall fail to make any repairs or do any work required of said Permittee by the provisions of this permit within ten days after receipt of written notice from the City calling attention thereto and requesting such repairs or work to be done, then the City shall have the right to make such repairs or do such work at the expense of the Permittee, and the Permittee shall reimburse the City for the cost and expense of such repairs or work promptly upon receipt of a bill therefore by the City to the Permittee.
7. Permittee shall be responsible for locating and protecting all existing utilities and other improvements within the City right-of-way. Contact OKIE at 840-5032 to locate utility improvements. For City utilities contact the following: For Sanitary Sewer and Water Lines, contact the Dispatch Office at 297-3334; Storm Sewer, Adhir Agrawal 297-3126
8. Permittee shall not assign or transfer the permission granted by this revocable permit unless written approval is granted by the City Engineer.
9. No monitoring wells or remediation equipment will be placed in the area of concrete or asphalt paving without written permission of the City Engineer. All monitoring wells, recovery wells, and remediation equipment shall be flush with ground level to accommodate mowing and be installed as indicated by the attached plan.
10. Wells shall be plugged in accordance with Section 785:35-11-2 of the Oklahoma Water Resources Board Rules and Regulations.
11. This permit will expire on \_\_\_\_\_, 20\_\_\_\_. The Permittee shall plug the subject well, remove all equipment placed under this permit and restore the site in accordance with paragraph (5) above upon expiration of this permit unless renewed.
12. Permittee agrees that this Revocable Permit is subject to the following condition(s):  
Permittee shall \_\_\_\_\_  
\_\_\_\_\_.
13. Permittee shall provide a bond on the form provided by the City of Oklahoma City in the amount of \$2,000.00 per monitoring well or remediation well. Said bond shall remain in effect for a period of not less than one year from the date of expiration of this permit.
14. Permittee shall maintain contractors general liability insurance covering combined

property damage and bodily injury in the minimum amount of \$1,000,000.00. An original insurance certificate shall be provided showing the City Engineer and City of Oklahoma City as additional insured.

15. The Permittee agrees that it will at all times hereafter indemnify, protect and save harmless the City Engineer, The City of Oklahoma City and its officers, employees and agents from and against any and all damages, claims, demands, suits, actions, and causes of action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage to property, caused or contributed to by the negligence or default of Permittee, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or renewing of said monitoring or remediation wells.

16. It is understood and agreed by the parties hereto that this permit to the Permittee is subject to any and all Ordinances now in force or hereafter enacted by said City and to any and all existing rights of any public utility under and by virtue of permits or franchises heretofore granted and executed by said City, and that this permit is revocable at any time by the City upon notice thereof to the Permittee.

17. Where openings are made in or adjacent to any street, alley or public right-of-way, the Permittee shall, at his own expense, furnish such barricades, fences, lights and danger signals, shall provide such watchmen, and shall take such other precautionary measures for the protection of persons, or property in conformance with the Manual for Uniform Traffic Control Devices.

Neither the materials excavated nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The City reserves the right to remedy a neglect on the part of the Company as regards the protection of the work at the Companies expense.

18. This permit authorizes Permittee to use and occupy a portion of certain streets, alleys, easements, public rights-of-way and public properties, for the location of its monitoring or remediation wells in a manner which will not interfere with the public use of said rights-of-way.

19. It is expressly understood, that this permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property subject hereto.

20. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.

21. The method of construction of any monitoring or remediation wells included herein along, over and across the property above described shall be subject to the approval of the City Engineer.

22. Any monitoring or remediation wells included herein shall be constructed, repaired, renewed and maintained by the Permittee, at the Permittee's own cost and expense, in

a safe, proper and workmanlike manner, and at such times and in such manner as not to prevent or interfere with the safe, proper, and convenient movement of traffic along, over and across said property above described.

23. It is expressly agreed that in the event the City Engineer revokes this permit or directs Permittee to remove or relocate all or a portion of the monitoring or remediation wells authorized under this permit, Permittee will, at its sole expense, remove or relocate its monitoring or remediation wells within 60 days from the date notice is given.

Permittee hereby accepts permit subject to the terms and conditions above stated

\_\_\_\_\_  
Pres., Vice Pres., or Agent (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_.

\_\_\_\_\_  
City Engineer for