

CITY OF CAMPBELL
DEPT. OF PUBLIC WORKS
70 North First Street
Campbell, CA 95008
Ph. (408) 866-2150
Fx. (408) 376-0958

**POLE LICENSE/ENCROACHMENT
PERMIT FOR
WIRELESS FACILITIES**
(For working within the
public right-of-way)

Permit No.: _____
X-Ref. File: _____
Application Date: _____
Application Expiration Date: _____

Date Issued: _____
Permit Expiration Date: _____

APPLICATION- Application is hereby made for a Public Works Pole License and/or Encroachment Permit for Wireless Facility(ies) ("Permit") in accordance with Campbell Municipal Code, Section 11.04. (Application expires in six (6) months if the Permit is not issued. All fees are non-refundable.)

A. Work Location Info: Pole Badge No.: _____
Address: _____
PG&E meter address if different: _____
License Area (location description): _____

B. Owner/Operator of Wireless Facility (provide if Owner/Operator is different than Applicant/Permittee):
Owner of Wireless Facility Name: _____
Address: _____
Email: _____
Telephone number: _____
Person/Entity Responsible for Operating the Wireless Facility: _____
Operator is (check one): APPLICANT OWNER OTHER (if different than Applicant or Owner): _____

C. Type of Work:
 Collocation – Small Cell Facility (Existing City-Owned Structure)
 Collocation – Small Cell Facility (New/Replacement City-Owned Structure)
 Other Wireless Facility Expressly Permitted by State/Federal Law to be in ROW (Existing Utility-Owned)
 Other Wireless Facility Expressly Permitted by State/Federal Law to be in ROW (New Utility-Owned)
 Permit Renewal (Submit copies of original permit and prior renewals)

D. Authorizations and Licenses
Applicant represents and warrants he/she/it has regulatory approvals and required authorization to place wireless facilities in the public rights-of-way by (check all that apply):

- FCC Licenses
- Letter from Structure's Owner
- Master License Agreement with City dated _____
By checking the Master License box, all of the terms and conditions of the Master License Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Master Agreement. Unless expressly stated otherwise in this Permit, in the event of any conflict, contradictions, modification, or inconsistency between the terms of the Master License and this Permit, the terms of the Master License shall prevail and control.
- Other: _____

Applicant agrees that all work shall conform to the City of Campbell Standard Specifications and Details for Public Works Construction; Small Cell Design Guidelines, Small Cell Permitting Guidelines, the General Permit Conditions listed hereto; and the Special Provisions for this Permit indicated below. Failure to abide by these conditions and provisions may result in job shutdown and/or forfeiture of applicable security instruments and cash deposits. All such specifications, guidelines, conditions, and provisions are incorporated herein and become a part of this Permit.

Applicant/Permittee's Contractor must have this Permit and approved plans for the small cell facility(ies) and equipment at the site and must notify the Public Works Department at least two days before starting work. Notice must be given to Public Works at least 24 hours before restarting any work.

Name of Applicant: _____ Telephone: _____

Address: _____

E-Mail Address: _____ 24-HOUR EMERGENCY PHONE NUMBER: _____

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CERTIFICATION

The undersigned hereby certifies under penalty of perjury that: (1) the information provided herein is true, accurate, and complete to the best of my (our) knowledge and belief; (2) the undersigned has read, understands, and agrees to all of the terms and conditions relating to this Permit, and further agrees to comply with all applicable regulations, permits, and other requirements under federal, state, or local laws; (3) upon issuance of this Permit, all of the terms and conditions are binding on the Applicant/Permittee, his/her/its or their respective employees, agents, contractors, subcontractors, assigns and/or successors; (4) he/she/it has the legal authority to execute this Permit.

Accepted: _____
(Applicant/Permittee) (signature) Date

(Contractor) (Print Name) Date

----- For City use -----

SPECIAL PROVISIONS

- 1. Street shall not be open cut for underground installations. Minimum cuts may be allowed for connections or exploration holes. Such cuts may be specifically approved by the Inspector prior to cutting.
- 2. Pavement may be cut for underground installations and must be restored in accordance with the Standard Details Trench Restoration Method "A", unless otherwise approved by the Engineer.
- 3. Per section 4216 of the Government Code this permit is not valid for excavations until Underground Service Alert (USA) has been notified and the inquiry identification number has been entered hereon. USA Phone: 1-800-227-2600. USA TICKET NO. _____
- 4. _____

SEE PUBLIC WORKS FEE SCHEDULE FOR CURRENT FEES

	AMOUNT	RECEIPT NO.
PERMIT APPLICATION FEE	_____	_____
PLAN CHECK & INSPECTION FEE	_____	_____
TRAFFIC CONTROL PLAN REVIEW FEE	_____	_____
2% TECHNOLOGY FEE	_____	_____
SECURITY FOR FAITHFUL PERFORMANCE	_____	_____
LABOR & MATERIALS SECURITY WARRANTY	_____	_____
MAINTENANCE WARRANTY SECURITY	_____	_____
CONSTRUCTION CASH DEPOSIT	_____	_____
ANNUAL LICENSE FEE (PER MASTER LICENSE AGREEMENT)	_____	n/a

APPLICATION COMPLIES WITH APPLICABLE DESIGN STANDARDS AND PERMIT GUIDELINES YES NO

APPROVED FOR ISSUANCE POLE LICENSE AND ENCROACHMENT PERMIT AT LICENSE AREA ONLY - MASTER LICENSE AGREEMENT APPLIES
 ENCROACHMENT PERMIT ONLY

_____ for the City Engineer

PERMIT EXPIRES 12 MONTHS AFTER DATE OF ISSUANCE

GENERAL PERMIT CONDITIONS

1. Maintenance. Applicant/Permittee shall install and maintain wireless facilities in a manner satisfactory to the Director of Public Works, and shall maintain such in good repair, and in a clean, safe and sightly condition at Permittee's sole expense, all to the satisfaction of the Director of Public Works. Permittee shall perform its work in the right-of-way using reasonable care so as to not damage or unreasonably interfere with use of the right-of-way by the public. City reserves the right to seek from Permittee any and all additional fees and costs reasonably relating to City's inspection, maintenance and/or repair of the public right-of-way, and/or related to this permit.
2. Indemnification.
 - A. Applicant/Permittee shall defend, indemnify and hold the City, its officials, officers, employees, and agents ("City Parties") harmless from any and all loss, claim, cost, liability, or expense (including attorneys' fees) and from any judgments or damages to any person or property (collectively, "Claims") arising out of, either directly or indirectly, or in connection with the installation, maintenance, or presence of the wireless facility and/or the use of the public right-of-way by the Permittee, its officers, directors, employees, agents, or others acting on Permittee's behalf or under Permittee's authority or control ("Permittee Parties").
 - B. Applicant/Permittee shall further defend, indemnify, and hold the City Parties harmless from and against any Claims by Permittee Parties or any other person arising out of or in connection with City's processing, issuance, and/or revocation of said permit to the fullest extent permitted by law.
 - C. Applicant/Permittee's obligation to indemnify the City Parties shall not extend to any Claims that are determined to be proximately caused by the sole negligence or willful misconduct of the City Parties.
3. Insurance.
 - A. Applicant/Permittee shall obtain and maintain throughout the term hereof, Commercial General Liability Insurance in a minimum amount of \$5,000,000 combined single limit per occurrence and \$10,000,000 in the aggregate for bodily and personal injury, property damage, including personal and advertising injury, products and completed operations; Worker's Compensation Insurance within statutory limits and Employer's Liability Insurance not less than \$1,000,000 per accident for bodily injury or disease, endorsed with a Waiver of Subrogation in the City's favor. Such insurance shall be endorsed to name City and its officials, officers, agents, and employees as additional insureds, and shall not be cancelable or subject to modification without reasonable written notice to the City. The insurance requirements must be met prior to commencing any work related to this permit.
 - B. Permittee shall present a certificate of insurance along with all necessary endorsements or other acceptable written evidence of such insurance and shall, on an annual basis, provide acceptable evidence of renewal of coverage. Such insurance coverage shall be endorsed to be primary coverage as respects City. Any insurance or self-insurance maintained by City shall be excess of the Permittee's insurance and shall not contribute with it. If Permittee maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or higher limits maintained by permittee.

4. Security. Prior to issuance of a Wireless Facilities Encroachment Permit, the permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, a security instrument in the form of a letter of credit or other form of security acceptable to the City for faithful performance, labor and materials, construction cash deposit, and maintenance warranty, are as follows:
 - A. Faithful Performance Security. Provide faithful performance security in the event that the use is abandoned, or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to \$15,000 per city-owned pole and \$5,000 per utility-owned pole during the timeframe of this permit.
 - B. Labor and Materials Security. Provide labor and materials security in the event that labor and/or materials claims are made against the City for the work. The security shall be in the amount equal to \$15,000 per city-owned pole during the timeframe of this permit.
 - C. A Construction Cash Deposit. A Construction Cash Deposit shall be 4% of engineers estimate, (\$500 minimum and \$10,000 maximum), is required. Charges will be made against this deposit if there is an emergency call-out, overtime inspection or when City ordered barricading is required. Any such costs in excess of the deposit will be billed to the Permittee. Refund of the construction cash deposit balance and refund or cancellation of the applicable securities will be initiated by the written acceptance of the work by the City.
 - D. Maintenance Warranty Security. Security posted shall be equal to 25% of the original Faithful Performance Security. A minimum of a one-year maintenance period applies, and is subject to a longer maintenance period per the Master License, if applicable. Such period will begin on date of written acceptance of the Permit application and issuance by the City.
 - E. Permittee shall reimburse the City for all legal fees and costs, including for staff time associated with the processing and seeking payment on the security instrument, based on the hourly rate or fee schedule adopted by the City Council.
5. No Right, Title, or Interest. The permission granted by this Pole License/Encroachment Permit shall not in any event constitute an easement on or an encumbrance against the public right-of-way (PROW). No right, title, or interest (including franchise interest) in the PROW, or any part thereof, shall vest or accrue in Permittee by reason of this Pole License and/or Encroachment Permit.
6. This Permit shall be revocable by City at any time and without further notice. Within thirty (30) days after receiving notice from City of revocation of this permit, Permittee shall, upon demand from City, at his/her/its sole cost and expense, remove all improvements installed by Permittee pursuant to this Permit, and shall restore the premises as nearly as practicable to its condition prior to such installation.
7. Submit project schedule 10 (ten) days prior to the proposed start of work. Additional lead time may be required for work within City facilities and downtown Campbell.
8. The Permittee must request in writing a final inspection and acceptance of the work upon completion. Acceptance by the City will be made in writing to the Permittee.
9. Maintain safe pedestrian and vehicular crossings and free access to private driveways, bus stops, fire hydrants, and water valves.
10. A Construction Traffic Control Plan and a Construction Schedule are required for all lane closures, detours, and street closures. This plan must be reviewed and approved prior to any lane closures. A Construction Traffic Control Plan shall conform to the most recent version of the California Manual on Uniform Traffic Control Devices (MUTCD).
11. Replace, as directed by the City Engineer, any damaged or removed improvements in accordance with City Standards and Specifications at the sole expense of the Permittee as expeditiously as possible.
12. Saw-cut for all PCC or AC removals. All PCC removals shall be to the nearest score mark and new PCC shall be doweled to existing improvements.
13. Prior approval of inspector is required for any work proposed after normal working hours, on weekends or holidays and may require reimbursement of inspection costs at the current overtime rate.
14. Work on arterials and collectors may require the use of changeable message boards. Adequate signing and barricading is required on the job site. Failure to provide such signing and barricading may result in the City's providing signing and barricades and charging the cost (including all labor and materials) against the construction cash deposit.
15. Compaction testing of subgrade, base rock, and asphalt concrete by Permittee is required unless otherwise stated by the City Engineer.
16. The Contractor or Permittee will have a supervisory representative available for contact on the project at all times during construction. Contractor or Permittee shall provide a phone number at which they can be contacted outside the hours of 8:00 a.m. to 4:00 p.m. and on weekends.
17. No storage of materials or equipment will be allowed near the edge of the pavement, the traveled way, or within the shoulder line which would create a hazardous condition to the public.
18. This Permit shall not be construed as authorization for excavation and grading on private property adjacent to the work or any other work for which a separate permit may be required, nor does it relieve the Permittee of any obligation to obtain any other permit required by law.
19. This Permit does not release the Permittee from any liabilities or the terms and conditions contained in other agreements or contracts with the City and any other public agency.
20. This Permit is not transferable. Work must be performed by the Permittee or Permittee's designated agent or contractor as specified thereon.
21. Call back (call out) due to emergencies regarding this Permit shall be at the current overtime rate with a three (3) hour minimum charge per occurrence.
22. Pursuant to Chapter 14.02 of the Campbell Municipal Code, applicant shall not cause to be discharged any material into the municipal storm drain system other than storm water. Applicant shall adhere to the BEST MANAGEMENT PRACTICES established by the Santa Clara Valley Urban Runoff Pollution Prevention Program.
23. If the public interest requires a modification of, or a departure from the Permit, plans, special provisions and/or specifications, the City shall have the authority to require or approve any modification or departure and to specify the manner in which the same is to be made.
24. Permittee must provide advance notification to all parties that may be affected by the Permit activities. Notification shall be reviewed by the City prior to distribution and include dates of work and a contact name and a phone number.
25. Applicant shall remove water from utility vaults in accordance with the requirements of State Water Resources Control Board Water Quality Order WQ 2014-0174-DWQ. Said vault water shall not be discharged into the City of Campbell's storm drain system. For more information, see http://www.waterboards.ca.gov/water_issues/programs/npdes/utilityvaults.shtml

Applicant/Permittee is/are hereby responsible for ensuring that Applicant, and Permittee, and all those providing services under their respective control and authority are aware of and will abide by all of the above conditions, all other applicable permits, contracts, rules and laws.

Applicant

Date:

Contractor

(Print Name)

Date: