

INSTRUCTIONS FOR APPLICATION FOR FIBER OPTIC CABLE LICENSE

1. Complete application.
2. Submit application with \$500 check to location below or by email. Make check payable to City of Clive.

Clive Public Works

2123 NW 111th St.

Clive, IA 50325

rowpermits@cityofclive.com

3. Two copies of unsigned licenses will be sent via email or USPS to applicant. Sign one and return to the address above.

APPLICATION FOR FIBER OPTIC
CABLE LICENSE

The undersigned applicant hereby applies to the City of Clive, Iowa ("City") for a license to install or repair fiber-optic cable in, over, or upon the City right-of-way, as described in this application. Upon issuance of a license by the City the applicant agrees to abide by all the general terms and conditions of the license attached hereto, and any special terms and conditions set forth in the license. Applicant agrees to pay, and hereby submits a license fee of \$500.00 to partially reimburse the city for the cost of reviewing this license application, and for reviewing and supervising any work done by applicant in the City right-of-way. Applicant represents and warrants to City that all the information contained herein is true and correct.

APPLICANT:

Name Address

Telephone City, ZIP

CONTACT
PERSON:

Name Address

Telephone City, ZIP

Email address

BRIEF DESCRIPTION OF PROJECT: _____

ANTICIPATED CONSTRUCTION TIMELINE: _____

THE FOLLOWING MUST BE ATTACHED TO THE FULLY EXECUTED LICENSE APPLICATION:

1. PROJECT PLANS AND SPECIFICATIONS
2. \$500.00 LICENSE FEE, PAYABLE TO "CITY OF CLIVE"
3. CONTRACTOR INFORMATION

Applicant Signature

Date

____ Locate Supr. approval

CITY OF CLIVE
GENERAL TERMS AND CONDITIONS OF FIBER-OPTIC CABLE LICENSE

SECTION I. DEFINITIONS

a. "City" shall mean the City of Clive, Iowa and, where appropriate, shall include its officers, employees and agents.

b. "Public Improvements" shall mean any improvements on Public Property, including but not limited to paving, sidewalks, grass, vegetation, trees, street lights, traffic signals, water mains, sewers, electric transmission lines and equipment related thereto.

c. "Public Property" shall mean City-owned or controlled public rights-of-way easements, bridges, squares and commons.

d. "Licensee" shall mean the "Applicant" named in the Application for Fiber Optic Cable License and shall include all equipment owned, operated, leased or subleased in connection with the operation of the network, and shall include but not be limited to poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures or appurtenances.

SECTION 2. BASIC GRANT

Licensee is hereby granted a license to construct, maintain, inspect, protect, repair, replace, retain a communications system in, under, upon, along and across the Public Property shown and identified in the plans and specifications submitted to City with Licensee's Application, subject to the regulatory powers of the city and subject to the conditions hereinafter set forth.

SECTION 3. CONSTRUCTION AND REPAIR OF NETWORK

In the process of location, construction, reconstruction, replacement, or repair of any system component, the excavation or obstruction made or placed in public property at any time or for any purpose by the Licensee shall, protect the public and to assure the safe and efficient movement of traffic, be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices. All pavement taken up or damaged shall be properly and speedily replaced in accordance with the City's Regulations. As a condition to use of Public Property, the Licensee shall at its own expense, repair any private property, public utility system component, public improvement, or Public Property damaged by such location, construction, reconstruction, replacement or repair work, in a manner reasonably acceptable to City. If the Licensee fails to repair or arrange with the City for the proper repair of any Public Property after excavations have been made, and after ten days' notice in writing to do so is given to its designated representative, then the City may make such repairs at the expense of the Licensee.

SECTION 4. EXCAVATIONS

The Licensee is authorized to make excavations in City streets, avenues, alleys and public places for purposes of routine repair, replacement, and maintenance of poles, wire, or other system components associated with the Licensee. In making such excavations, the Licensee shall obtain a permit pursuant to City Ordinances and Regulations, shall not unnecessarily obstruct the use of streets, avenues, alleys or public places, shall provide the Public Works Director or his designee with 48 hours notice prior to the actual commencement of the work and shall comply with all provisions, requirements, and regulations in performing such work. In emergencies which require immediate excavation, the Licensee may proceed with the work without first applying for or obtaining the permit, provided, however, that the Licensee shall apply for and obtain the permit as soon as possible after commencing such emergency work.

If the Licensee fails to comply with the provisions of this Section the City may; Repair or restore the public property to a condition at least as good as the condition of the property prior to the disturbance by the Licensee. The Licensee shall pay the costs of such repair or restoration. The Licensee shall pay to the City its costs and charges for such work within thirty days after receipt of the City's billing.

SECTION 5. WORK BY OTHERS, ALTERATION TO CONFORM WITH PUBLIC IMPROVEMENTS

The City reserves the right to lay, and permit to be laid, wires, pipes, cables, conduits, ducts, manholes and other appurtenances, and to do, or permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the City in, across, along, over or under any public property occupied by the Licensee and to change any curb or sidewalk or the grade off any street. In permitting others to do such work the City shall not be liable to the Licensee for any damages arising out of the performance of such work by other parties. Nothing in this Agreement shall be construed as to relieve any other person or corporation from liability for damage to the Licensee's facilities.

SECTION 6. LICENSEE CONTRACTORS

The requirements of this Licensee shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

SECTION 7. CONDITIONS OF STREET OCCUPANCY

The fiber optic cable systems and other components of the facilities erected by the Licensee within the City shall conform to established grades of streets, alleys, and sidewalks, and be so located as to cause minimum interference with other public utilities located in or upon public property, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin public property.

The Licensee shall conduct its work hereunder in such manner as to cause as little interference as possible with pedestrian and vehicular traffic, and shall abide by scheduling directions, if any, given by the Director of Public Works.

The Licensee shall, upon reasonable notice and at its sole cost and expense, remove, locate and relocate its facilities in, on, over or under public property in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair or change in grade of any public improvement on, in or about any such public property, for the purpose of promoting the efficient operation of any such improvement, or for the purposes of facilitating the vacation and/or redevelopment of public right-of-way by the City. In the event the Licensee fails to act within a reasonably allocated time, the City may

cause the Licensee facilities to be relocated, and the costs thereof shall be paid by the Licensee.

The Licensee shall not place its facilities in the public property where the same will interfere with the normal use or maintenance of any public improvement including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water mains, or electrical transmission lines, or any public utility facility.

Upon request, the Licensee agrees to assist in locating underground facilities which are part of its system. Such assistance will be provided in a timely manner, but not more than forty-eight hours after the time of request.

As a condition of this Agreement the Licensee shall enroll as a member of the "One-Call System" and shall respond to all requests and notifications placed to the toll free "One-Call" number.

Installation, repair, or replacement work completed by the Licensee on any facilities requiring excavation of public property or public right-of-way shall require restoration and replacement of surface vegetation with sod in conformance with City ordinances and in accordance with standard local practices for placing sod.

SECTION 8. POWERS OF CITY

Nothing in this Agreement shall be construed to abridge the right or power of the City to make further regulations relative to the use of the streets, alleys and public grounds by anyone using the same for the erection and maintenance of utility systems.

SECTION 9. PLANS AND COORDINATION

The Licensee shall keep complete and accurate maps and records on the locations and operations of its facilities in connection with this agreement.

SECTION 10. LIABILITY AND INDEMNIFICATION

The Licensee covenants to indemnify, defend, and save the City, and its officers, agents and employees, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public rights-of-way or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts to be set by the City. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's gross negligence. In no event shall the City be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

SECTION 11. ASSIGNMENT

Neither party shall assign or otherwise transfer this agreement or any of its rights and interest to any firm, corporation or individual, without the prior written consent of the other party, except either party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this agreement, in whole or in part, to any entity controlled by, controlling or under common control with a party hereto, or any entity into which a party may be merged or consolidated or which purchases all or substantially all of the assets of such party.