

## Small Wireless Facility Special Terms & Conditions

1. Permittee shall provide the City with a contractor's proof of insurance in the amount of one million dollars (\$1,000,000.00). This proof of insurance shall name the City as an additional insured.
2. Contractor/Installer shall provide the City with a contractor's proof of insurance in the amount of one million dollars (\$1,000,000.00). This proof of insurance shall name the City as an additional insured.
3. Permittee shall provide Contractor/Installer with a copy of this permit and all associated documents attached hereto and Contractor/Installer shall provide the copies to a City representative upon request.
4. Permittee shall require the Contractor/Installer to provide City with an on-site contact number. This Individual will be required to be available all hours day or night.
5. Contractor/Installer shall obtain utility locates prior to construction and shall comply with all Iowa One Call Laws.
6. All required traffic control, including pedestrian control measures, shall comply with the most recent version of the Manual on Uniform Traffic Control Devices.
7. Advanced warning signs required for all work within the Right-of-Way.
8. Traffic control is required for all work that impacts any portion of the travel lanes on all streets.
9. For all lane closures on any non-residential street a **48 hour** notification to Public Works will be required to facilitate the informing of the public through the website and other media outlets.
10. Any needed lane closures on non-residential roadways shall not start before 9:00 A.M. and shall end no later than 3:00 P.M.
11. All traffic control associated with the lane closure(s), shall be relocated out of the traffic flow and advance signs turned or some way removed from the sight of oncoming traffic when contractor is not working.
12. No lane closures will be allowed on any streets located directly adjacent to a school, unless authorized by the Public Works Department. The Contractor shall strictly adhere to all time limits and other restrictions as specified at time of approval.
13. All damage done to existing infrastructure during the progress of the excavation work shall be repaired by the permittee to the satisfaction of the Director or representative. If upon being ordered to do so the permittee fails to furnish the necessary labor and materials for such repairs, the Director or representative shall have the authority to cause such necessary labor and materials to be furnished by the City and all costs shall be charged to the permittee.
14. The City will not locate private water, sanitary or storm sewer service lines. City staff will flag and paint water stop boxes only where accessible. Permittee and or its Contractor/Installer will be responsible for any and all damage to private water, sanitary or storm sewer service lines.
15. It will be the responsibility of the Permittee to work with those property owners to identify location of any existing lawn irrigation system within the public right of way. Any damage to existing lawn irrigation systems is the responsibility of the Permittee to repair.
16. Only equipment used for the installation can sit on the right of way. Large trucks must stay on a hard surface at all times. No equipment can be left in/on the right of way overnight.
17. **All** Contractor/Installer vehicles must be clearly and legibly marked with the company name and contact phone number. This applies to ALL licensed vehicles operated by the Contractor/Installer used on any installation within the City Of Clive corporate limits.
18. Work cannot take place during City snow/ice operations.
19. Any construction shall not create an icing hazard.
20. Contractor/Installer shall ensure that all filled excavations area to be restored to as good a condition as before the work commenced.

21. Filled excavations shall be compacted with vibratory compaction equipment The City may request density tests on compaction, cost of density tests will be the responsibility of the Permittee/Contractor/Installer.
22. Ruts shall be removed and restored to provide a smooth surface free of rock and gravel.
23. Erosion prevention measures shall be incorporated into all work within the ROW where necessary and the City of Clive shall have the authority to require erosion control methods be implemented at any time.
24. In any excavation work, all streets and private properties shall be thoroughly cleaned of all rubbish, excess earth, rock and other debris resulting from such work. All clean-up operations at the location of such excavation shall be accomplished at the sole expense of the permittee and shall be completed to the satisfaction of the Director or representative.
25. All locate flags must be removed during the cleanup process at the completion of the work.
26. All disturbed or damaged ROW shall be hydro-seeded, seeded with erosion mat or replaced with sod as soon as completed.
  - a. If seeding or hydro-seeding, prepare the area by hand raking to a depth of 3-4 inches and proper grade. When hydro-seeding, scarify the seedbed to facilitate lodging and germination of the seed.
  - b. If sodding, sod shall be rolled immediately after laying to create firm contact with the ground.

Areas shall be maintained by the permittee until satisfactory growth is established. Permittee shall water all seeded or sodded areas once per day for the first 15 days and as needed until established growth and signed off by the city. Any day that there is ¼" or more rainfall in that 24 hr. period, watering does not need to take place.
27. Acceptance or approval of any excavation/ restoration work by the City shall not prevent the City from asserting a claim against the permittee and/or the representative surety under the surety bond required for incomplete or defective work, if discovered within twenty-four (24) months from the completion of the excavation work or the length of any warranty, whichever is longer. Verbal/non-written discussion with City personnel shall not relieve the permittee of any responsibilities.
28. The permittee shall not disturb any surface survey monuments or hubs found on the line of excavation work until authorized to do so by the Director or representative
29. The City reserves the right to deny any future projects with the Permittee if the General Terms and Conditions or Special Provisions of this Permit have not been satisfied.

Company Name: \_\_\_\_\_

Address/Location of work: \_\_\_\_\_

ACCEPTED BY:

Permittee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

APPROVED BY:

CITY

\_\_\_\_\_  
Signature

Steve Landhuis  
Public Works Operations Administrator

\_\_\_\_\_  
Date