

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

WIRELESS FACILITY PERMIT

(For work within the
public right-of-way)

Permit No.: _____

X-Ref. File: _____

Application Date: _____

Application Expiration Date: _____

APPLICATION- Application is hereby made for a Wireless Facility Permit ("Permit") in accordance with Campbell Municipal Code, Chapter 11.13 or 11.14. (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 (For Wireless Facilities on City-Owned poles only): _____

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:

- Small Cell Facility – Existing City-Owned Structure
- Small Cell Facility – Existing Utility-Owned or other Non-City-Owned Structure
- Small Cell Facility – New/Replacement City-Owned Structure
- Small Cell Facility – New Utility-Owned or other Non-City-Owned Structure
- Other Wireless Communication Facility
- Permit Renewal (Submit copies of original permit and prior renewals)
- Eligible Facilities Request pursuant to Section 6409(a) (47 USC §1455(a)) –(Check applicable modification below)
 - Collocation of new transmission equipment on an existing wireless tower or base station
 - Removal of existing transmission equipment on an existing wireless tower or base station
 - Replacement of existing transmission equipment on an existing wireless tower or base station.

D. Authorizations / 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 _____ (For Wireless Facilities on City-owned poles only)

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.

- Pole Site License (For Wireless Facilities on City-owned poles only)
The Pole Site License, once issued, serves as a grant of a license to use a City-owned structure for a term as set forth in the Master License Agreement, referenced above.
- Other: _____

E. Section 6409(a) Justification

If Applicant requests approval pursuant to Section 6409(a) (47 USC §1455(a)), Applicant must submit justification whether the proposed modification is an eligible facilities request that complies with the applicable FCC substantial change thresholds, as provided in further detail in the City's Wireless Facility Permitting Guidelines.

Applicant agrees that all work shall conform to the City of Campbell Standard Specifications and Details for Public Works Construction; Small Cell Design Guidelines or Wireless Facility Design Requirements (as applicable); Wireless Facility 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.

Name of Applicant: _____ Telephone: _____

Address: _____

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

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.

(Applicant/Permittee)

(signature)

Date

(Contractor)

(Print Name)

Date

CITY TO COMPLETE THIS SECTION

Application Submittal Date _____

Completeness Review DUE (10 or 30 days) _____

Applicable FCC Shot Clock Period _____ FCC Shot Clock Expiration Date _____

Date of Application Resubmittal (If applicable) _____

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. USATICKETNO. _____
- 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 GUIDELINES/REQUIREMENTS AND PERMITTING GUIDELINES YES NO

APPROVED/ OR DENIED (CIRCLE)

- POLE LICENSE AREA ONLY - MASTER LICENSE AGREEMENT APPLIES
- PERMIT ONLY FOR WORK ON NON-CITY OWNED STRUCTURE OR OTHER WORK

Date _____ for the City Engineer

GENERAL PERMIT CONDITIONS

1. Permit Term for Use of Right-of-Way. Except as otherwise stated below in Section 1(A), this Permit will automatically expire ten (10) years and one day from its issuance if a new Permit has not been applied for in writing at least one hundred and twenty (120) days prior to Permit expiration. Any other permits or approvals issued in connection with any collocation, modification or other change to this wireless facility, which includes without limitation any permits or other approvals deemed-granted or deemed-approved under federal or state law, will not extend this term limit unless expressly provided otherwise in such permit or approval or required under federal or state law.
 - A. Exceptions:
 - (i) For Eligible Facilities Request pursuant to Section 6409(a), the term of the Permit is the same as the underlying permit for the existing subject wireless tower or base station; or
 - (ii) For a wireless facility on a City-owned pole that is subject to a Master License Agreement, the wireless facility shall be subject to the term in the Master License Agreement; or
 - (iii) When work has not been completed in accordance with the timeframe provided in subsection (2) below; or
 - (iv) When a different term is agreed to between the parties; or
 - (v) When California Government Code § 65964(b), as may be amended or superseded in the future, authorizes the City to establish a shorter term for public safety or substantial land use reasons; or
 - (vi) When a different term is required by law.
2. Build-Out Period. Unless subject to a Master License Agreement, this Permit will automatically expire one (1) year from the approval or issuance date if the work pursuant to the Permit is not completed. The City may grant, in its sole discretion, a written extension up to a maximum term of one additional (1) year period, when the Permittee shows good cause to extend the limitations period in a written request for an extension submitted at least thirty (30) days prior to the automatic expiration date in this condition.
3. Compliance with Approved Plans. Before the Department of Public Works issues any other applicable permits required to commence construction or installation in connection with this Permit, the Permittee must incorporate this Permit, all conditions associated with this Permit and the approved photo simulations into the project plans (the "Approved Plans"). The Permittee must construct, install, and operate the wireless facility in substantial compliance with the Approved Plans. Any alterations, modifications or other changes to the Approved Plans, whether requested by the Permittee or required by other departments or public agencies with jurisdiction over the wireless facility, must be submitted in a written request subject to the City's prior review and approval, who may refer the request to the original approval authority if the City finds that the requested alteration, modification or other change deviates from the Approved Plans or implicates a significant or substantial land-use concern.
4. Prior Work Notice. Permittee must notify the Public Works Department at least two (2) days before starting any work. Notice must be given to Public Works at least twenty-four (24) hours before restarting any work if work has ceased at the site location for any reason for longer than five (5) days.
5. Post-Installation Certification. Within sixty (60) calendar days after the Permittee commences full, unattended operations of a wireless facility approved or conditionally approved under Campbell Municipal Code Chapter 11.13 or Chapter 11.14, the Permittee shall provide the City with documentation that the wireless facility and/or structure has been installed and/or constructed in compliance with the Approved Plans. Such documentation must include, but not be limited to, as-built drawings, GIS data, post installation RF study, and site photographs in compliance with the City's Small Cell Design Guidelines or Wireless Facility Design Requirements (as applicable), and Permit Guidelines. City will conduct a final inspection for acceptance of the work at Permittee's sole cost. Acceptance by the City will be made in writing to the Permittee.
6. Maintenance. Permittee shall install and maintain wireless facilities in compliance with the City's Small Cell Design Guidelines or Wireless Facility Design Requirements (as applicable), Permitting Guidelines, and applicable laws, and shall during any maintenance or repair operations, keep the site, which includes any and all improvements, equipment, structures, access routes, and landscape features, in a clean, safe and slightly condition at Permittee's sole expense, all to the satisfaction of the Director of Public Works. Permittee, at no cost to the City, shall remove and remediate any graffiti or other vandalism on its equipment promptly upon when Permittee has actual notice but in no event later than ten (10) days after the Permittee receives notice from the City. 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.
7. Compliance with City Standards and Laws. The Permittee shall maintain compliance at all times with all federal, state and local statutes, regulations, orders, guidelines, or other rules that carry the force of law ("Laws") applicable to the Permittee, the subject property, the wireless facility or any use or activities in connection with the use authorized in this Permit, which includes without limitation any Laws applicable to human exposure to RF emissions. Permittee expressly acknowledges and agrees that this obligation is intended to be broadly construed and that no other specific requirements in these conditions are intended to reduce, relieve, or otherwise lessen Permittee's obligations to maintain compliance with all Laws. In the event that the City fails to timely notice, prompt or enforce compliance with any applicable provision in the Campbell Municipal Code, any permit, any permit condition or any applicable law or regulation, the applicant or Permittee will not be relieved from its obligation to comply in all respects with all applicable provisions in the Campbell Municipal Code, any permit, any permit condition or any applicable law or regulation.
8. Cooperation with RF Compliance Evaluations. At all times relevant to this Permit, Permittee and the property owner shall reasonably cooperate with efforts by the City to evaluate whether the wireless facility complies with all applicable FCC rules and regulations for human exposure to RF emissions. Such cooperation shall be at no cost to the City and may include, but is not limited to: (1) furnishing the City with a written affidavit signed by an RF engineer certifying the wireless facility's compliance with applicable FCC rules and regulations; (2) providing technical data such as the frequencies in use, power output levels and antenna specifications, reasonably necessary to evaluate compliance with maximum permissible exposure levels set by the FCC; (3) allowing the City or its designee to have supervised access to the areas near the wireless facility for inspections and field measurements; and (4) promptly responding to all requests by the City or its designee for information and/or cooperation with respect to any of the foregoing.

9. Adverse Impacts on Other Properties. Permittee shall use all reasonable efforts to avoid any and all undue or unnecessary adverse impacts on nearby properties that may arise from Permittee's or its authorized personnel's construction, installation, operation, modification, maintenance, repair, removal and/or other activities at the site. Permittee shall not perform or cause others to perform any construction, installation, operation, modification, maintenance, repair, removal, or other work that involves heavy equipment or machines except during normal construction work hours authorized by the Campbell Municipal Code. The restricted work hours in this condition will not prohibit any work required to prevent an actual, immediate harm to property or persons, or any work during an emergency declared by the City. The City may issue a stop work order for any activities that violates this condition.
10. Backup Power; Generators. Permittee shall operate backup power generators only during (a) commercial power outages or (b) for maintenance purposes during normal construction hours in accordance with the Campbell Municipal Code. The City may approve a temporary power source and/or generator in connection with initial construction, major repairs or in the event of an emergency. Permittee shall not operate any permanent backup generators located in the public right-of-way.
11. Inspections; Emergencies. Permittee expressly acknowledges and agrees that the City's officers, officials, staff, or other designee may enter onto the site and inspect the improvements, equipment, and facility upon reasonable prior notice to the Permittee, or promptly after an emergency. The City's officers, officials, staff, or other designee may, but will not be obligated to, enter onto the site area without prior notice to support, repair, disable or remove any improvements, equipment, or facility in emergencies or when such improvements, equipment, or facility threatens actual, imminent harm to property or persons. Permittee, if present, may observe the City's officers, officials, staff, or other designee while any such inspection or emergency access occurs.
12. Permittee's Contact Information. Permittee shall furnish the City with accurate and up-to-date contact information for a person responsible for the wireless facility, which includes without limitation such person's full name, title, direct telephone number, mailing address and email address. Permittee shall keep such contact information up to date at all times and immediately provide the City with updated contact information in the event that either the responsible person or such person's contact information changes.
13. 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 at issue, or in any way related to this Permit 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 timely pay all claims for labor and/or materials furnished relating to the work under this Permit. Applicant/Permittee shall not create, permit, or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against the City for any such work or activities performed. Applicant/Permittee shall indemnify, defend and hold harmless the City Parties from and against any and all liens, claims, demands by Permittee's contractor, subcontractor, or suppliers in any way connected with work done, labor performed and/or materials furnished relating to this Permit.
 - C. 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.
 - D. 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.
 - E. These indemnification obligations will survive the expiration or revocation of this Permit.
14. Insurance.
 - A. Unless subject to a Master License Agreement as further specified in subsection D below, Applicant/Permittee shall obtain and maintain throughout the term hereof, the following insurance:

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, coverage for explosion, collapse and underground damages, and limited pollution liability endorsement. This policy shall contain no endorsements, exclusions, or provisions limiting coverage for bodily injury or damage from RF exposure at levels exceeding the FCC limits.

Limited Pollution Liability Coverage Insurance in the amount of \$5,000,000 per claim and in the aggregate covering third party claims for bodily injury, property damage or cleanup costs as required by law, where the pollution is caused during and by Permittee's work and for Permittee's products and completed operations. (This may satisfy the requirement for a limited pollution liability endorsement on the Commercial General Liability insurance policy.)

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Permittee has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage. 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.

"All Risk" Property Insurance: against all risks of loss or damage to any personal property, trade fixtures, equipment, and/or merchandise located in, on, at, under, above, or about the City's right-of-way, license area, and/or city-owned or private structure (including, but not limited to, loss resulting from fire, windstorm, hail, lightning, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage casualty insurance policies). Such insurance shall be maintained in an amount sufficient to cover not less than one hundred percent (100%) of the full replacement value thereof (whichever is greater) with no coinsurance penalty provision.

Professional Liability: (Applicable to all of Permittee's contractors and subcontractors of any tier performing any professional services including engineers, surveyors, or consultants relating to this Permit) with limits of \$2,000,000 per claim, and \$2,000,000 policy aggregate.

Contractors' Pollution Liability: (Applicable to all of Permittee's contractors and subcontractors of any tier performing any removal, remediation, abatement, transportation or disposal of any hazardous materials and/or projects involving environmental hazards relating to this Permit) with limits of \$2,000,000 per occurrence and \$2,000,000 policy aggregate.
 - B. The Commercial General Liability and the Automobile Liability insurance policies shall be endorsed to name City and its officials, officers, and employees as additional insureds, and shall not be cancelable or subject to modification without reasonable written notice to the City.

- C. 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. The insurance requirements must be met prior to commencing any work related to this Permit.
 - D. For wireless facilities on City-owned poles that are subject to a Master License Agreement, Applicant/Permittee shall comply with all insurance requirements of the Master License Agreement.
15. Security. Prior to issuance of a Permit, the Permittee shall file with the City, and shall maintain in good standing throughout the term of the approval, unless excepted, a security instrument in the form of a letter of credit or other form of security acceptable to the City for faithful performance, construction cash deposit, and maintenance warranty, 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 \$25,000 for the first ten (10) city-owned pole licenses and \$25,000 for the subsequent (10) city-owned pole licenses in accordance with the Master License Agreement or \$5,000 per non-city-owned pole during the timeframe of this Permit.
 - B. 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.
 - C. Maintenance Warranty Security. Except for work subject to a Master License Agreement, a maintenance warranty security shall be posted 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.
 - D. 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.
 16. No Right, Title, or Interest. The permission granted by this Permit shall not in any event constitute an easement on or an encumbrance against the public right-of-way. 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 Permit.
 17. This Permit shall be revocable by City in accordance with Chapter 11.13 of the Campbell Municipal Code and any applicable laws or any approval conditions related to this Permit. Within thirty (30) days after receiving notice from City of revocation of this Permit, Permittee shall, 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.
 18. Rearrangement and Relocation. Permittee acknowledges that the City, in its sole discretion and at any time, may: (1) change any street grade, width or location; (2) add, remove or otherwise change any improvements in, on, under or along any street, sidewalk, or right of way owned by the City or any other public agency, which includes without limitation any sewers, storm drains, conduits, pipes, vaults, boxes, cabinets, poles and utility systems for gas, water, electric or telecommunications; and/or (3) perform any other work deemed necessary, useful or desirable by the City (collectively, "City Work"). The City reserves the rights to do any and all City Work without any admission on its part that the City would not have such rights without the express reservation in this Permit. In the event that the City determines that any City Work will require Permittee's facility to be rearranged and/or relocated, Permittee shall, at its sole cost and expense, do or cause to be done all things necessary to accomplish such rearrangement and/or relocation. If Permittee fails or refuses to either permanently or temporarily rearrange and/or relocate Permittee's facility within a reasonable time after the City's notice, the City may (but will not be obligated to) cause the rearrangement or relocation to be performed at Permittee's sole cost and expense. The City may exercise its rights to rearrange or relocate Permittee's facility without prior notice to Permittee when the City determines that the City Work is immediately necessary to protect the public health or safety. Permittee shall reimburse the City for all costs and expenses in connection with such work within ten (10) calendar days after a written demand for reimbursement and reasonable documentation to support such costs. In addition, Permittee shall indemnify, defend, and hold the City, its agents, officers, officials, employees, and volunteers harmless from and against any Claims in connection with rearranging or relocating the Permittee's facility, or turning on or off any water, oil, gas, electricity, or other utility service in connection with the Permittee's facility, except to the extent such Claims are caused by the sole or active negligence or willful misconduct of the City.
 19. Landscaping. Permittee shall replace at Permittee's sole cost any landscape features damaged or displaced by the construction, installation, operation, maintenance or other work performed by Permittee or at Permittee's direction on or about the site. In the event that any trees are damaged or displaced replacement trees shall be selected subject to the City's approval and planted at Permittee's sole cost.
 20. Submit project schedule ten (10) days prior to the proposed start of work. Additional lead time may be required for work within City facilities and downtown Campbell.
 21. Within thirty (30) days after completion of any installation, construction or other work, Permittee must request in writing a final inspection and acceptance of the work. Acceptance by the City will be made in writing to the Permittee.
 22. Maintain safe pedestrian and vehicular crossings, in compliance with any applicable laws, including but not limited to the Americans with Disabilities Act, and free access to private driveways, bus stops, fire hydrants, and water valves.
 23. 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).
 24. 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.
 25. 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.
 26. Prior approval of the City 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.

27. Work on arterials and collectors may require the use of changeable message boards. Adequate signing and barricading are 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.
28. Compaction testing of subgrade, base rock, and asphalt concrete by Permittee is required unless otherwise stated by the City Engineer.
29. The Permittee's contractor or Permittee will have a supervisory representative available for contact on the project at all times during construction. Permittee's 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.
30. No storage of materials or equipment will be allowed near the edge of the pavement, the right-of-way, or within the shoulder line which would create a hazardous condition to the public.
31. 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.
32. 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.
33. This Permit is not transferable. Work must be performed by the Permittee or Permittee's designated agent or contractor as specified thereon.
34. 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.
35. 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.
36. 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.
37. 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.
38. Permittee 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

The above conditions are in addition to all other standards, requirements, and conditions adopted by the City. All Wireless Facility Permits shall be automatically subject to the conditions in this section. The City shall have discretion to modify or amend these conditions on a case-by-case basis as may be necessary or appropriate under the circumstances to protect public health and safety or allow for the proper operation of the approved facility consistent with the goals and applicable provisions of Campbell Municipal Code.

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: