



DEVELOPMENT SERVICES DEPARTMENT

*Telecommunication Facilities
Within The Right-Of-Way*

Master License Agreement # _____ (if applicable)

Applicant Information

Carrier Name: _____ Carrier Address: _____

Applicant/Agent _____ , _____
(Company Name) (Company Address)

Contact Name: _____ Title: _____

Phone No.: (____) _____ Fax: (____) _____

Subject Property Information

Location/Street Address (List multiple locations in Appendix A): _____

Assessor's Parcel #: _____

Total Acreage: _____ Redevelopment Area (if applicable) _____

General Plan Designation: _____ Zone Designation: _____

Are there any WTFs existing or proposed on this site? (If yes, please describe.) _____

If so is this proposed as a co-location? Yes No

General Project Description

Project Name: _____ Carrier Ref #: _____

General Description of Proposed Project (**See attached APPENDIX A**)

Project Details

Will antenna go on new (OR) existing structure

Height of structure where the antenna will be placed _____

Dimensions of the antennas: _____

Will there be other devices (i.e. EPS or microwave antenna)? _____

Square footage of the equipment area/shelter: _____

Will any of the facilities be underground? Yes No _____

Print Applicant's Name: _____

Applicant Signature: _____ Date: _____



APPLICATION APPENDIX A

Project Description & Justification

Project Name: _____

Applicant's/Permittee's Name: _____

1) Fully describe the proposed project, any and all construction that may be accomplished as a result of approval of this project, and the project's benefits to you, the property, the neighborhood, and the City of Chula Vista.

2) Include any details necessary to adequately explain the scope and/or operation of the proposed project. You may include any background information and supporting statements regarding the reason for, or appropriateness of, the application.



APPLICATION APPENDIX B

Development Permit Processing Agreement

Permit Applicant: _____
 Applicant's Address: _____
 Type of Permit: Telecommunications Facilities Within the Right-of-Way
 Agreement Date: _____
 Deposit Amount: \$1,500.00

This Agreement ("Agreement") between the City of Chula Vista, a chartered municipal corporation ("City") and the above applicant for a development permit ("Applicant"), effective as of the Agreement Date set forth above, is made with reference to the following facts:

Whereas, Applicant has applied to the City for a Wireless Telecommunications Facility Public Property permit of the type afore-referenced ("Permit") which the City has required to be obtained as a condition to permitting Applicant to obtain a license to install and maintain Equipment (as defined in Master License Agreement ("MLA")) on City-owned Poles (as defined in the MLA) in the right-of-way; and,

Whereas, the City will incur expenses in order to process said regulatory permit through the various departments of the City ("Processing Services"); and,

Whereas the purpose of this Agreement is to reimburse the City for all expenses it will incur in connection with providing the Processing Services;

Now, therefore, Applicant and City agree, in exchange for the mutual promises herein contained, as follows:

1. Applicant's Duty to Pay.
Applicant will pay all of City's expenses incurred in providing Processing Services related to Applicant's Permit, including all of City's direct and overhead costs related thereto. This duty of Applicant will be referred to herein as "Applicant's Duty to Pay."

1.1. Applicant's Deposit Duty.

As partial performance of Applicant's Duty to Pay, Applicant will deposit the above deposit amount ("Deposit") for the Processing Services. In addition, an additional permit application (including payment of an additional fee as provided in the Master Fee Schedule, as amended) may be required for the review and inspection of installations in the City's right-of-way outside the scope of this Permit and the MLA.

1.1.1. City will charge its lawful expenses incurred in providing Processing Services against Applicant's Deposit. If, after the final construction inspection of the Permit and conclusion of processing Applicant's Permit any portion of the Deposit remains, and the Applicant has no other outstanding processing debts for permits within the City, City will return said balance to Applicant within 60 days without interest thereon. If, during processing of the Permit, the amount of the Deposit becomes exhausted, or is imminently likely to become exhausted in the sole opinion of the City, Applicant will, upon notice by City, provide such additional deposit as City calculates as reasonably necessary to continue Processing Services. The duty of



Applicant to initially deposit and to supplement said deposit as herein required shall be known as “Applicant’s Deposit Duty”.

2. City’s Duty.

City shall, upon the condition that Applicant is not in breach of Applicant’s Duty to Pay or Applicant’s Deposit Duty, use good faith efforts to provide Processing Services in relation to Applicant’s Permit application.

2.1. City shall have no liability hereunder to Applicant for the failure to process Applicant’s Permit application, or for failure to process Applicant’s Permit within the time frame requested by Applicant or estimated by City.

2.2. Execution of this Agreement does not confer a right to Applicant for the Permit for which Applicant has applied. City shall use its discretion in valuating Applicant’s Permit Application without regard to Applicant’s promise to pay for the Processing Services, or the execution of the Agreement.

3. Remedies.

3.1. Suspension of Processing

In addition to all other rights and remedies which the City shall otherwise have at law, at contract, or in equity, the City has the right to suspend and/or withhold the processing of the Permit which is the subject matter of this Agreement, as well as the Permit which may be the subject matter of any other permit which Applicant has before the City.

3.2. Civil Collection

In addition to all other rights and remedies which the City shall otherwise have at law, at contract, or in equity, the City has the right to collect all sums which are or may become due hereunder by civil action, and upon instituting litigation to collect same.

4. Miscellaneous.

4.1 Notices.

All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands, and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested at the addresses identified in this Application.

4.2 Governing Law/Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.

4.3 Multiple Signatories.

If there are multiple signatories to this agreement on behalf of Applicant, each of such signatories shall be jointly and severally liable for the performance of Applicant’s duties herein set forth.



4.4. Signatory Authority.

This signatory to this Agreement hereby warrants and represents that he/she is the duly designated agent for the Applicant and has been duly authorized by the Applicant to execute this Agreement on behalf of the Applicant. Signatory shall be personally liable for Applicant's Duty to Pay and Applicant's Duty to Deposit in the event he/she has not been authorized to execute this Agreement by Applicant.

4.5 Hold Harmless.

To the maximum extent allowed by law, Applicant shall defend, indemnify, and hold harmless the City, its elected and appointed officers and employees, from and against any claims, suits, actions or proceedings, judicial or administrative, for writs, orders, injunction or other relief, damages, liability, cost and expense (including without limitation attorneys' fees) arising out of City's actions or omissions in processing or issuing Applicant's Permit, or in exercising any discretion related thereto including but not limited to the giving of proper environmental review, the holding of public hearings, the extension of due process rights, except only for those claims, suits, actions or proceedings arising from the sole active negligence or sole willful conduct of the City, its officers, or employees. This indemnification shall include any and all costs, expenses, attorney's fees, and liability incurred by the City, its officers, agents, and employees in defending against such claims, whether the same proceed to judgment or not. Further,

Applicant, at its own expense, shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Applicant's indemnification of City shall not be limited by any prior or subsequent declaration by the Applicant. At its sole discretion, the City may participate at its own expense in the defense of any such action, but such participation shall not relieve the applicant of any obligation imposed by this condition.

4.6 Conditions of Permit Approval.

If City approves the Permit, Applicant agrees to comply with all Right of Way Conditions of Approval, which are attached hereto and incorporated herein as Appendix C.

4.7 Administrative Claims Requirements and Procedures.

No suit or arbitration shall be brought arising out of this agreement against the City unless a claim has first been presented in writing and filed with the City of Chula Vista and acted upon by the City of Chula Vista in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Applicant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.



Now therefore, the parties hereto, having read and understood the terms and conditions of this Agreement, do hereby express their consent to the terms hereof by setting their hand hereto on the date set forth adjacent thereto. Nothing contained herein shall be construed as a limitation of any remedy otherwise available to City in its proprietary capacity, whether at contract (including but not limited to those available pursuant to the MLA), at law, or in equity.

CITY OF CHULA VISTA

By: _____
Name & Title

Dated: _____

APPLICANT

By: _____
Name & Title

Dated: _____

By: _____
Name & Title

Dated: _____



**PUBLIC RIGHT OF WAY
CONDITIONS OF APPROVAL**

1.0 SCOPE OF PERMIT.

1.1 This encroachment permit (“Permit”) authorizes _____ (“PERMITTEE”) to construct, install, maintain, locate, operate, remove, and replace PERMITTEE’s facilities located underground in conduits or vaults, on the sidewalk and on approved streetlights, or utility poles as described in this Permit (“Facilities”) for the purposes of providing telecommunications services under its Certificate of Public Convenience and Necessity (CPCN) issued by the California Public Utilities Commission (CPUC).

1.2. PERMITTEE represents and agrees that its Facilities will be used for the sole purpose of rendering Telecommunications Services pursuant to its authorizations granted by the CPUC and/or the Federal Communications Commission (FCC). If PERMITTEE files an application to offer new or additional telecommunications services or other services not now authorized under its CPCN effective as of the date of this Permit, which directly affects the regulatory authority of the City of Chula Vista (“CITY”), then PERMITTEE shall furnish the City Engineer with a copy of any such application for authorization and any grant of authorization within thirty (30) Days of the filing or the issuance thereof. The City Engineer shall have the authority to modify this Permit to modify the scope of this permit to reflect any change in PERMITTEE’s CPCN.

1.3 PERMITTEE’s use of the Right of Way shall be subject to the right of the CITY to use any and all parts of the Public Right-of-Way, exclusively or concurrently and shall be subject to all recorded deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title which may affect the Public Right-of-Way. Nothing in this Permit shall be deemed to grant, convey, create, or vest a perpetual interest in land in PERMITTEE, including, without limitation, any fee, leasehold interest, easement, or franchise rights.

1.4 Except as authorized by law or under this Permit, in the performance and exercise of its rights and obligations, PERMITTEE shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, utilities, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, and other telecommunications, utility, and municipal property without the express written approval of the owner or owners of the affected property or properties.

1.5 Any work performed in the Public Right-of Way pursuant to the rights granted to PERMITTEE hereunder shall be subject to the prior review and approval of the City Engineer. PERMITTEE shall perform all work in the Public Right-of-Way in a safe and sanitary manner and in conformance with all standards of the City of Chula Vista. PERMITTEE shall obtain approval of the design and any applicable planning entitlements for of PERMITTEE’s Facilities by the CITY’s Director of Development Services, Planning Commission, or City Council, as applicable, as required under the Chula Vista Municipal Code. PERMITTEE shall comply with all laws in effect on the date of execution of this Permit or at any time during the term of this Permit in the performance of its obligations under this Permit.

1.6 To the extent not prohibited by law, the CITY reserves the right to extend its regulatory authority and jurisdiction over any change in the nature or character of PERMITTEE’s Facilities or its uses or any new or additional Telecommunications Services provided by PERMITTEE not now authorized under any CPCN, including but not limited to, the right to regulate, assess a tax, charge or fee, or otherwise condition the use of the Public Right-of Way by PERMITTEE for the purposes of installation of fiber optic infrastructure and related equipment.



1.7 PERMITTEE shall obtain Traffic Control Plans (TCP) for any work in the Public Right-of-Way or easement that restricts parking, closes the sidewalk, or closes or affects any lanes of traffic prior to starting work. PERMITTEE acknowledges and agrees that City Public Works Inspectors and/or Open Space Inspectors are authorized to shut down work and require revised TCPs, as necessary, if they determine, in their sole discretion, that existing traffic controls and/or established work zones are not appropriate for the work being completed.

2.0 FEES AND TAXES

2.1 (Inapplicable, if checked) PERMITTEE is subject to the Digital Infrastructure and Video Competition Act of 2006 (“DIVCA”) and, consistent with the Chula Vista Municipal Code requirements, including those set forth in Chapter 2.11, as he same may be amended from time to time, shall pay the City a five percent (5%) franchise fee and a one percent (1%) fee of all video service revenue to be used for public, educational, and government access related purposes.

2.2 PERMITTEE shall collect and remit to the CITY all applicable utility users tax, if any, from its service users pursuant to Chapter 3.44 of the Chula Vista Municipal Code, as amended from time to time. PERMITTEE shall pay the possessory interest tax, if any, that may be levied by the County of San Diego against PERMITTEE.

3.0 REMOVAL AND RELOCATION OF FACILITIES

3.1 Upon demand of the CITY, acting by and through the City Engineer or Director of Public Works, and within the period of time as may be established by the CITY, PERMITTEE, at its sole cost and expense, shall remove or relocate its Facilities constructed, installed, maintained, owned, or operated by PERMITTEE under this Permit, whenever the removal or relocation of PERMITTEE’s Facilities, or any part thereof, is made necessary by the CITY, acting pursuant to any lawful governmental or proprietary purpose, including, without limitation, any lawful change of grade, alignment, or width of any CITY street or highway or other Public Right-of-Way in Chula Vista, or any construction, installation, or replacement of the CITY’s underground facilities. The CITY will issue in a timely manner such permits as may be necessary to effect such removal or relocation; provided, however, the CITY shall not be liable to PERMITTEE for any damages or other compensation, including, without limitation, lost profits, if such permits are not issued in a timely manner. The construction, installation, maintenance, ownership, or operation of any underground or aerial facility or structure by the CITY is expressly contemplated herein.

3.2 Upon the receipt of a written demand of the CITY, PERMITTEE shall replace any and all of its aerial Facilities with underground Facilities in accordance with all applicable laws.

3.3 In the event that PERMITTEE’s Facilities, or any part thereof, are abandoned, PERMITTEE, promptly, shall notify the CITY, and, following receipt of the written request of the CITY, shall, at its sole cost and expense, at the City’s election either: (1) vacate or remove PERMITTEE’s Facilities, or any part thereof, except the conduits within such period of time as may be reasonably required to complete such work after the date of abandonment, or (2) abandon the same in place and dedicate the same to the CITY. If the PERMITTEE fails to remove or cause to be removed the abandoned property, the PERMITTEE shall be deemed to designate the CITY as its agent and at the PERMITTEE’s sole cost and expense to remove or cause the removal of the abandoned property. The PERMITTEE covenants and agrees to pay the CITY, upon demand, its actual costs of removal, and this obligation shall survive the expiration or revocation hereof.

3.4 In the event that the CITY must occupy the Public Right-of-Way, or any part thereof, which is occupied by the PERMITTEE’s Facilities, in the lawful exercise of the CITY’s governmental or proprietary activities, functions and operations, as determined by the CITY, including, but not limited to, the construction of CITY’s public works or other public projects, the CITY may require the PERMITTEE to promptly remove and relocate the PERMITTEE’s Facilities to another site within the Public Right-of-Way, and PERMITTEE, at PERMITTEE’s sole cost and expense, shall



temporarily or permanently remove and relocate the PERMITTEE's Facilities to such other authorized site within the Public Right-of-Way, as appropriate. If the PERMITTEE does not temporarily suspend or cause to be suspended construction and installation activities affecting its Facilities, or its Facilities are not removed and relocated to another site upon receipt of the CITY's notice within the time required by the CITY's permitting regulations, then, unless the PERMITTEE demonstrates to the CITY that the removal and relocation of its Facilities in another portion of the Public Right-of-Way will be completed before the CITY must occupy such portion of the Public Right-of-Way, the PERMITTEE shall be deemed to have designated the CITY as its agent to remove or cause the removal of its Facilities, or any part thereof, at the PERMITTEE's sole cost and expense. The PERMITTEE covenants and agrees to pay the CITY, upon demand, the City's actual costs of removal, and this obligation shall survive the expiration or revocation hereof.

3.5 Whenever the removal or relocation of PERMITTEE's Facilities is required under this Permit, PERMITTEE, after the removal or relocation of PERMITTEE's Facilities at its own cost and expense, promptly shall repair and return the Public Right-of Way in which its Facilities were located, to a safe and satisfactory condition in accordance with applicable Laws. If PERMITTEE does not return the affected site to a safe and satisfactory condition, then the CITY shall have the option to perform or cause to be performed such reasonable and necessary work on behalf of PERMITTEE and charge its actual costs to PERMITTEE. Upon the receipt of a demand for payment by the CITY, PERMITTEE shall reimburse the CITY for such costs. The CITY will cooperate with PERMITTEE to locate an alternate location for PERMITTEE's Facilities within the Public Right-of Way.

4.0 CONSTRUCTION STREET WORK PERMIT

4.1 PERMITTEE shall obtain a construction permit from CITY for each construction project or other activity contemplated under this Permit to be performed within the Public Right-of-Way.

4.2 The construction permit shall describe, in detail, PERMITTEE's Facilities to be constructed and installed, the time period in which any such construction activity is to be completed, and the Public Right-of-Way in which PERMITTEE's Facilities are to be located. The permits shall contain the terms, conditions, and specifications applicable to the construction, installation, and maintenance of PERMITTEE's Facilities. The construction of PERMITTEE's Facilities shall be placed underground, unless otherwise expressly authorized or permitted, in writing. PERMITTEE shall provide for a means of identifying from the ground level PERMITTEE's Facilities which are placed underground, including, without limitation, the installation of cathodic-protected metallic tracing wire or other wire or non-wire facilities which are determined to be an acceptable means of identification by the Director of Public Works.

4.3 PERMITTEE, at its sole cost and expense, shall repair, replace, or restore, or shall cause to be repaired, replaced, or restored, and shall be liable for any damage to, the CITY's streets, pavements, underground facilities, poles, curbs, gutters, and sidewalks, and other CITY property occasioned by, the construction, installation, maintenance, repair, and removal of PERMITTEE's Facilities in the Public Right-of-Way by PERMITTEE or one under the direction of PERMITTEE, and shall repair, in kind, the damage at its sole expense.

4.4 Upon the issuance of a construction permit by the CITY, PERMITTEE shall post or shall cause to be posted notices of the construction work schedule in the general vicinity of such work and shall deliver or shall cause to be delivered to those residents and businesses whose properties abut the construction work and those who will be directly impacted by PERMITTEE's work a written construction work schedule on two separate occasions (at least ten (10) Days and two (2) Days) before the commencement of the construction work, as otherwise may be required by Law. In addition, PERMITTEE shall be required to post "No Parking" notices at least 72 hours prior to commence of construction work.



4.5 Upon the completion of construction work, PERMITTEE promptly shall furnish to the CITY accurate plans and record or as-built drawings showing, in detail, the exact location, depth, and size of PERMITTEE's Facilities in the Public Right-of-Way, including, without limitation, the profiles of all street crossings. These plans and drawings shall be incorporated in one (1) set of 3 mil minimum thickness, good quality transparent Mylar drawings. PERMITTEE shall furnish to the CITY electronic disks (which utilize AutoCAD or Geographic Data Systems software) containing the full set of plans and record or as-built drawings. In lieu of this format, Permittee shall provide such plans in an alternate format as requested by the City.

4.6 To the extent directional boring or other similar methods are used to construct or install PERMITTEE's Facilities, PERMITTEE also shall "pothole" all CITY mains and customer services lines prior to crossing over, under, or between such underground facilities. PERMITTEE shall provide to the City Engineer and Public Works Director a written report within such time and containing such detail as may be established by the CITY.

4.7 PERMITTEE shall complete the original construction of PERMITTEE's Facilities within the period specified in applicable City permits or otherwise required by law, commencing from the date on which the required street work permits are issued. This period of time shall be extended for each Day that PERMITTEE ceases to engage in construction work or engages in such work between the hours of 6:00 p.m. and 8:00 a.m. Pacific Time at the written request of the CITY or during any event of Force Majeure. The CITY disclaims any and all liability for damages, including, without limitation, any consequential or incidental damages, for any delay in the construction work occasioned by the request of the CITY. PERMITTEE shall call the Construction Inspection Section at (619) 397-6128 or the Open Space Inspection Section at (619) 606-3686, whichever applies, at least 24 hours (one full working day) prior to doing any work at the site in the City ROW or easement.

5.0 JOINT PARTICIPATION WITH OTHER PERMITTEES

5.1 To the extent it is practicable to do so, PERMITTEE shall cooperate with all other permittees in the planning, location, and construction of their joint and several telecommunications facilities within the Public Right-of-Way. Any removal or relocation of PERMITTEE's Facilities at the CITY's request to accommodate an entity other than the CITY shall be performed by PERMITTEE at the expense of such other entity. PERMITTEE shall, within thirty (30) Days of receipt of the demand of the Public Works Director, deliver to the Public Works Department, 250 Hamilton Avenue, 6th Floor, Palo Alto, such maps, plans, and diagrams as may be required to show, in detail, the exact location, size, depth, and description of PERMITTEE's Facilities within the Public Right-of-Way in relation to all other permitted telecommunications facilities. PERMITTEE shall "pothole" its Facilities, at its sole cost and expense, with respect to any existing CITY or third party underground utilities, telecommunications, or other facilities.

5.2 In accordance with the provisions of Chapter 3.1 of Division 5 of Title 1 of the Government Code of the State of California (Section 4216 et seq.), as amended, PERMITTEE as an operator of a subsurface installation shall obtain and maintain membership in a regional notification center (e.g, Underground Service Alert), and shall otherwise comply with the provisions of the referenced chapter, division and title. PERMITTEE shall furnish written proof of such membership to the PW Director within thirty (30) Days of obtaining such membership. Repeal of any Law requiring such membership shall not negate PERMITTEE's obligation to maintain such membership, and PERMITTEE expressly agrees to maintain such membership during the term of this Permit.

6.0 INDEMNIFICATION

6.1 To the maximum extent permitted by applicable laws, PERMITTEE, for itself and its successors and assigns, shall indemnify, defend, protect and hold the CITY, its employees, agents, invitees and their respective heirs, legal representatives, successors and assigns (the "Indemnified Parties"), harmless from and against any and all liabilities,



losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, whether direct or indirect (each a "Claim"), incurred in connection with or arising in whole or in part from: (1) death or personal injury to any person or property damage or other loss that arises in connection with PERMITTEE's performance of work, or failure to perform work, under this Permit or PERMITTEE's use or occupancy of the right-of-way under this Permit; (2) any failure or refusal by PERMITTEE to observe or perform any term, covenant, or condition in this Permit; (3) any exposure to RF emissions or EMFs from PERMITTEE's, or its agents' or invitees' property or their uses or occupancy of the right-of-way in connection with this Permit; (4) any act, omission of PERMITTEE, its employees, agents, or invitees, whether negligent or willful, in connection with this Permit; or (5) any condition or any occurrence attributable to the events described in clauses (1), (2), (3), or (4) herein; all whether any negligence may be attributed to the Indemnified Parties or not, and all whether liability without fault is imposed or sought to be imposed on the Indemnified Parties, but except to the extent that such claims arise from the Indemnified Parties' sole gross negligence or willful misconduct. PERMITTEE's obligations hereunder include, without limitation, reasonable fees, costs and expenses for attorneys, consultants and experts, and the CITY's costs to investigate any claim. PERMITTEE specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any claim that actually or potentially falls within its obligations hereunder, even when the allegations in such claim are groundless, fraudulent or false, and which obligation arises at the time the Indemnified Parties tender such claim to PERMITTEE and continues at all times until such Claim's final resolution. PERMITTEE's obligations hereunder will survive the expiration or termination of this Permit.

7.0 INSURANCE

7.1 PERMITTEE shall obtain and maintain at all times during the term of this Permit the following coverages: (1) commercial general liability insurance (including premises operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability meeting the indemnification obligations herein; independent contractors; personal injury) limits of at least \$2 million combined single limit for each occurrence; (2) Worker's Compensation Insurance per California statutory limits with Employer's Liability Limits not less than \$1 million each accident or disease; and (3) Commercial Automobile Liability Insurance with limit not less than \$2 million each occurrence combined single limit for bodily injury and property damage, including owned and non-owned and hired vehicles. The commercial liability and automobile policies shall name the CITY, its officers, employees, agents, invitees, contractors, and volunteers as additional named insureds as respects any liability arising out of PERMITTEE's performance of work or occupation of right-of-way under this Permit. The above coverages shall not be canceled or materially altered to reduce coverage until and unless CITY has received at least thirty (30) Days prior written notice of such cancellation or change. PERMITTEE shall be responsible for notifying the CITY of such change or cancellation. The required limits may be met by a combination of primary and excess or umbrella insurance.

7.2 PERMITTEE shall file the required original certificate(s) of insurance with additional insured endorsements with the CITY's risk manager, 276 Fourth Avenue, Chula Vista, CA 91911, with a copy to the Public Works Director, subject to the CITY's prior approval.

7.3 PERMITTEE's insurance is primary as respects any other valid or collectible insurance that the CITY may possess, including any self-insured retentions the CITY may have, and any other insurance the CITY does possess shall be considered excess insurance only and shall not be required to contribute with this insurance.

7.4 Any insurance provider of PERMITTEE shall be admitted and authorized to do business in California and shall be rated at least A-X in Best's Key Rating Guide. Insurance certificates issued by non-admitted insurance companies are not acceptable.



7.5 Prior to the execution of this Permit, any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the CITY. "Cross liability", "severability of interest" or "separation of insureds" clauses shall be made a part of the commercial general liability and comprehensive automobile liability policies.

8.0 PERMIT REVOCABLE

PERMITTEE acknowledges and agrees this Permit is revocable upon written notice by CITY to PERMITTEE. Upon such notice, PERMITTEE's Facilities shall be removed or relocated, as may be specified in writing by CITY, at PERMITTEE's expense. If PERMITTEE fails to remove or relocate the Facilities within the period allotted, CITY may cause such work to be done and the cost thereof shall be billed to PERMITTEE by CITY and PERMITTEE shall pay such costs by no later than thirty (30) days from the date of the bill.



Submittal Requirements

Applicant/Agent shall submit the following to Staff at the Development Services Counter in the Building B, located at 276 Fourth Avenue, Chula Vista, CA 91910. The form will be processed administratively and routed to other affected City Departments:

- Telecommunication Facilities Within The Right-of-Way Permit Application.
- A letter on Telecommunication Company stationery from an authorized person authorizing the agent and its company to represent the Wireless Telecommunication Company in the Permit process. The letter may establish authorization for up to one year so that it can be re-used for multiple sites for the same carrier during that time frame.
- Completed Project Description & Justification Sheet (APPENDIX A)
- Development Permit Processing Agreement (APPENDIX B)
- Copy of the approved Master License Agreement (MLA) with City
- 10 sets of Site Plan 11”X17” minimum for “non-pole” sites (e.g., overhead fiber with telecommunications equipment)
- If, at the City's discretion, it determines that a particular site warrants notice, the Applicant shall prepare the notice to package containing the following items and submit it to the City:
 - Fill in the blank notice form. (Obtain City prior approval each site may be slightly different)
 - Self-addressed and stamped envelopes for all private properties within 300 feet of the site
 - Data list of recipients
 - An 8-1/2” x 11” plat clearly showing the subject project relative to adjacent streets.
 - One elevation, depicting the vertical element(s) from its most prominent view.
- Prior to the commencement of any work and pursuant to Section 19 of the MLA, the Telecommunication Company shall file with the City the required original Certificate(s) of Insurance.