# Small Cell Tower Construction

# Annual Contract 2025

This annual contract is by and between the City of Fort Wayne – Right of Way Department and (Applicant). If the applicant wishes to install/replace/modify a Small Cell Tower (SCT) within city limits, the applicant, contractor(s), and any subcontractor(s) employed by the applicant must agree to the following provisions:

THAT;

1. the applicant will install/move/modify said SCTs at their own expense, except where otherwise required by law or city ordinance, when requested by the Board of Public Works;
2. said SCTs will comply with all regulations outlined in the National Electrical Safety Code, and any other handbook issued by the Department of Commerce Bureau of Standards which refers to the installation and maintenance of communication lines;
3. the applicant will follow the City ordinances, installation, and design guidelines for SCT design and placement;
4. the applicant will submit proper applications and plans for each SCT to the Right of Way Department for review before moving forward with any permitting requests or construction;
5. the general contractor shall name all subcontractors prior to work on job;
6. the applicant will ensure all necessary permits from Allen County and City are acquired before construction is to begin;
7. the applicant will assume all responsibility for any injury or damage to persons or property, due to its own negligence, resulting directly or indirectly from the proposed work;
8. no trees or plants on the right-of-way of any City street will be trimmed or removed without special permission from the City (make special request for tree trimming or tree removal);
9. said work will not interfere in any way with any pole line or other existing structure, either above or below ground, along or across the City street at said location unless given express permission from the City;
10. applicant will notify the Right of Way Permit Dept. the day preceding the beginning of such work and within a day after work has been completed;
11. work will not be permitted during times of excessive moisture whereby shoulders, sidewalks, driveways, or berms could be damaged;
12. all work related to the pole-line (CON) and excavation (EXC) permits must be completed within 60 days of issuance. If work is not completed in that time frame, the applicant of that permit must apply for a new one. No refunds shall be issued;
13. site restoration will take place within 30 days after completion of work. This consists of re-grading, adding topsoil to match existing grade, seeding with grass seed, and applying straw to the disturbed area(s). Should work take place in winter months, restoration shall take place in the spring of the following year;
14. and all damages will be repaired promptly by applicant at their expense.

# Contractor Information

# Please list all contractor(s) that will be involved with pole installation, power routing, and fiber routing/boring.

## Contractor 1 \_\_\_\_ General \_\_\_\_ Sub-contractor

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Contact Phone & Email

***Contractor 2 \_\_\_\_ General \_\_\_\_ Sub-contractor***

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Contact Phone & Email

***Contractor 3 \_\_\_\_ General \_\_\_\_ Sub-contractor***

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Contact Phone & Email

***Contractor 4 \_\_\_\_ General \_\_\_\_ Sub-contractor***

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Contact Phone & Email

**APPROVED:**

Right of Way Signature / Date Applicant Company

Applicant Signature

Address

Address (line 2)

Contact Phone

Contact Email