

PROCEDURE FOR PROCESSING APPLICATION FOR REVOCABLE

TELECOMMUNICATION CABLE PERMIT

ON STREET RIGHT-OF-WAY AND PUBLIC EASEMENT CROSSING

1. SUBMIT TWO (2) COMPLETED REVOCABLE TELECOMMUNICATION CABLE PERMIT APPLICATION FORMS CONTAINING ORIGINAL SIGNATURE OF THE PRESIDENT OR VICE-PRESIDENT OF THE COMPANY. IF SIGNED BY AN AGENT OTHER THAN THE PRESIDENT OR VICE-PRESIDENT OF THE COMPANY, A POWER OF ATTORNEY STATEMENT AS FILED OF RECORD IN OKLAHOMA COUNTY, OKLAHOMA WILL BE REQUIRED.
2. SUBMIT EIGHT (8) COPIES OF DETAILED CONSTRUCTION DRAWINGS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER AND/OR LAND SURVEYOR. PLANS SHOULD SHOW THE PROPERTY LINES, CURB, CENTERLINE OF STREETS, RIGHT-OF-WAY WIDTHS, UTILITY AND/OR DRAINAGE EASEMENTS, ALL EXISTING UTILITIES (PUBLIC AND PRIVATE), DRIVEWAYS, AND/OR SIDEWALKS, AND THE PROPOSED ALIGNMENT OF THE CABLE. DIMENSIONS SHOULD BE INCLUDED TO SHOW THE RELATIONSHIP OF THE PROPOSED IMPROVEMENTS, CURB LINE, PROPERTY LINE AND CENTER LINE OF ADJACENT STREETS. OTHER DIMENSIONS AS APPLICABLE SHOULD BE SHOWN. IN DEVELOPED AREAS OF THE CITY, STANDARD PLAN AND PROFILE SHEETS ARE REQUIRED. ONCE PROJECT IS COMPLETE, AS-BUILT PLANS SHALL BE PROVIDED TO THE CITY, AND PERMITTEE MUST LIST THE PROJECT WITH THE OKIE-ONE CALL SYSTEM.
3. SHOULD A TELECOMMUNICATION CABLE DURING ITS COURSE CROSS MORE THAN ONE STREET RIGHT-OF-WAY OR PUBLIC EASEMENT, INCLUDE ALL CROSSINGS ON ONE APPLICATION. STREET AND DRIVEWAY CROSSINGS SHALL BE BY THE BORING METHOD. CUTTING PAVEMENT ON STREETS REQUIRES SPECIAL APPROVAL AND IS AN EXCEPTION RATHER THAN A STANDARD PRACTICE.
4. SUBMIT LETTERS OF NO OBJECTION FROM THE FOUR FRANCHISED UTILITY COMPANIES. (SEE "UTILITY CONTACTS", SHEET ATTACHED.)
5. FOR TELECOMM CABLES THAT ARE NOT PUBLIC UTILITIES, SUBMIT LETTERS OF NO OBJECTION FROM THE OWNERS OF THE PROPERTIES ALONG THE ENTIRE ROUTE THAT ABUT THE PROPOSED TELECOMMUNICATION CABLE.
6. SUBMIT THE NAME OF THE CONTRACTOR RESPONSIBLE FOR THE INSTALLATION OF THE TELECOMMUNICATION CABLE. THE CONTRACTOR MUST BE LICENSED AND PRE-QUALIFIED TO DO WORK IN THE CITY RIGHT-OF-WAY OR EASEMENT.
7. SUBMIT PROOF OF INSURANCE POLICY (ORIGINAL) WITH STANDARD COMPREHENSIVE PUBLIC LIABILITY COVERAGE INCLUDING CONTRACTUAL LIABILITY INSURANCE COVERING BODILY INJURIES AND PROPERTY DAMAGE NAMING THE APPLICANT/PERMITTEE AND THE CITY AS CO-INSURED, ISSUED BY AN INSURANCE COMPANY AUTHORIZED TO DO BUSINESS WITHIN THE STATE. THE STANDARD ACORD FORM IS ACCEPTABLE.
8. AFTER ANY DEFICIENCIES ARE CORRECTED AND THE REVIEW PROCESS IS COMPLETED, THE CONSTRUCTION PLANS WILL BE APPROVED AND PERMIT ISSUED. ACCORDINGLY, APPLICATIONS SHOULD BE SUBMITTED WELL IN ADVANCE OF THE DATE THAT THE PERMIT IS NEEDED.

REVOCABLE TELECOMMUNICATION CABLE PERMIT

This Revocable Permit made and entered into this _____ day of _____, 20_____,
by and between the CITY ENGINEER OF THE CITY OF OKLAHOMA CITY, hereinafter
called City Engineer, and _____,
Applicant, hereinafter called Permittee.

WITNESSETH:

City Engineer, upon confirmation by the City Treasurer that the Permittee is making 2% of Gross Revenue payments, due May 1st annually, and pursuant to the covenants and agreements hereinafter contained to be kept and performed by the Permittee, does hereby permit the Permittee to lay said cables along, and across certain streets, alleys, easements, public right-of-way and public property within the corporate limits of said City, as shown by the accompanying survey, the location of said cables being more particularly described as follows:

With the right of ingress and egress to and from the same. This permit is made by said City Engineer and accepted by said Permittee upon the terms set forth herein and subject to the following conditions:

1. The method of construction of said cable along, over and across the property above described shall be subject to the approval of the City Engineer of said City.

Said cable shall be constructed at such grade that the top thereof shall not be less than 48 inches below the surface of said property as above described as now located, and shall thereafter be maintained at such grade.

Excavators shall notify any pipeline operator immediately if the excavators' work damages a pipeline and shall call 911 or other local emergency response number immediately if the damage results in a release of natural gas or other hazardous substance or potentially endangers life, health, or property.

2. Said cables shall be constructed, repaired, replaced and maintained by the Permittee, at the Permittee's own cost and expense, in a safe, proper and workman-like manner, and at such times and in such manner as not to prevent or interfere with the safe, proper and convenient movement of traffic along, over and across said property above described.

All cables installed crossing from one side of the public right-of-way to the other shall be incased in a steel pipe, grade "B" having a minimum wall thickness of 0.188 inches or better.

3. All newly constructed manholes and handholes shall be located back-of-curb. None shall be located in the paved portion of the street right-of-way unless specifically approved by the City Engineer.
4. The Permittee agrees that it will at all times hereafter indemnify, protect and save harmless said City Engineer and the City of Oklahoma City from and against any and all damages, claims, demands, suits, actions, and causes of action arising from or growing out of all injuries to or deaths of persons, or loss or destruction of or damage default of Permittee, its contractors, agents, or employees, in the construction, maintenance, operation, altering, repairing or replacing of said cable.
5. The Permittee shall backfill all trenches, fill all holes caused by shrinkage, remove all excess dirt, remove all Okie-one locate markings, and leave the property above described in a solid and safe condition. The Permittee shall restore all sodded areas to its original condition by placing slab sod on all disturbed areas and subject to the inspection and approval of the City Engineer of said City. If the Permittee shall fail to make any repairs or do any work required of said Permittee by the provisions of this permit within ten days after receipt of written notice from the City calling attention thereto and requesting such repairs or work

to be done, then the City shall have the right to make such repairs or do such work at the expense of the Permittee, and the Permittee shall reimburse the City for the cost and expense of such repairs or work promptly upon receipt of a bill therefore by the City to the Permittee.

6. This permit shall ensure to the benefit of the successors, lessees and assigns of the Permittee hereto only upon consent thereto in writing duly executed by said City.
7. It is understood and agreed by the parties hereto that this permit to the Permittee is subject to any and all Ordinances now in force or hereafter enacted by the City of Oklahoma City under and by virtue of permits or franchises heretofore granted and/or executed by City Engineer or the City of Oklahoma City, and that this permit is revocable at any time by the City upon notice thereof to the Permittee.
8. It is further expressly agreed that the Permittee will commence said work within _____ days from the date hereof and will prosecute the same vigorously and continuously and complete same on or before _____ days from the date of commencement.
9. Where openings are made in or adjacent to any street, alley or public right-of-way, the Permittee shall, at its own expense, furnish such barricades, fences, light and danger signals, shall provide such watchman, and shall take such other precautionary measures for the protection of persons, or property, as are necessary.

Neither the materials excavated nor machinery used in the construction of the work shall be placed so as to endanger the work, or prevent free access to all water valves, gas valves, manholes, or electric, telephone or telegraph conduits, or fire alarms, or police call boxes in the vicinity. The City reserves the right to remedy a neglect on the part of the Permittee as regards the protection of the work at the Permittee's expense.

10. It is expressly agreed that in the event said City Engineer and/or the City of Oklahoma City revokes this permit or directs Permittee to relocate all or a portion of the cable(s) authorized under this permit, Permittee will, at its sole expense, remove or relocate its cable(s) as the City directs.
11. All street crossings will require boring and/or tunneling below the (minimum 48 inches) street surface, unless special permission is received from the City Engineer to open-cut.
12. Unless revoked as provided in Paragraph 7 above, this permit shall only continue in force until the 1st day of May, 20____, unless the Second Party pays 2% of Gross Revenue generated within the City of Oklahoma City jurisdiction for each year on the 1st day of May of annually.

13. This permit authorizes Permittee to use and occupy a portion of certain streets, alleys, easements, public rights-of-way and public properties, for the location of its cable(s) in a manner which will not interfere with the public use of said rights-of-way.
14. It is expressly understood, that this permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property subject hereto.
15. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.
16. The Permittee agrees that this Revocable Permit is subject to the following conditions:
 - a. The Permittee shall _____

Permittee hereby accepts permit subject to the terms and conditions above stated

 Pres., Vice Pres., or Agent (Print)

 Signature

 Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

 Notary Public My Commission Expires:

 City Engineer for

REVOCABLE TELECOMMUNICATION CABLE PERMIT

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With the right of ingress and egress to and from the same. This permit is made by said City Engineer and accepted by said Permittee upon the terms set forth herein and subject to the following conditions:

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- 14. It is expressly understood, that this permit conveys no property interest in or to any street, alley, easement, public right-of-way or public property subject hereto.
- 15. Issuance of this permit does not constitute any express or implied warranties as to the legal title to, right to legal possession or the physical condition of any property subject to this permit.
- 16. The Permittee agrees that this Revocable Permit is subject to the following conditions:
 - a. The Permittee shall _____

Permittee hereby accepts permit subject to the terms and conditions above stated

 Pres., Vice Pres., or Agent (Print)

 Signature

 Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

 Notary Public

My Commission Expires:

_____ for
 City Engineer

FRANCHISE UTILITY CONTACTS

COX CABLE

JODIE FINNEY
6301 WATERFORD BLVD. STE 200
OKLAHOMA CITY, OK 73118
PHONE: 600-6336
CELL 417-5907
FAX: 600-0025
CCIOKC-OklahomaDesign@cox.com

OKLAHOMA GAS AND ELECTRIC (REFER TO ATTACHED MAP)

Metro Office Contact: Kent Norris 553-5933 norrisfk@oge.com

WEST DISTRICT

DAVID JARED
PHONE: 405-553-5855
FAX: 405-553-5823
jaredda@oge.com

CENTRAL/NORMAN DISTRICT

TIM BAILEY
PHONE: 553-5174
FAX: 553-5152
baileytj@oge.com

EAST DISTRICT

GUY PARKER
PHONE: 553-4464
FAX: 553-4401
parkerg@oge.com

NORTH DISTRICT

MARK HARRISON
PHONE: 553-5432
FAX: 553-5499
harrismw@oge.com

OKLAHOMA NATURAL GAS

SANDRA IDLETT
P.O. BOX 401
OKLAHOMA CITY, OK 73101
PHONE: 556-6490
FAX: 556-6422
sidlett@ong.com

AT & T

ANITA COOPER
7001 N.W. 23rd STREET, ROOM 335
BETHANY, OK 73008
PHONE: 291-3103
FAX: 491-7440
ATTENG@att.com

CALL OKIE: DIAL 811 OR 840-5032 OR 1-800-522-6543
CONTRACTOR SHALL CALL OKIE TWO (2) WORKING DAYS BEFORE DIGGING.

