

<p><b>Checklist for Applicants:</b></p> <ul style="list-style-type: none"> <li>Submit completed form &amp; attachments to: <a href="mailto:dg_pw_permits@cityofgainesville.org">dg_pw_permits@cityofgainesville.org</a></li> <li>Include necessary attachments listed below (certificate of insurance, plans, etc.)</li> <li>Ensure certificate of insurance is current and lists the City of Gainesville as an additional insured</li> <li>If work dates unknown, notify Public Works five (5) working days prior to start. Application review may begin without dates known, but permit will not be approved &amp; issued until dates have been provided.</li> <li>After work has been completed, notify Public Works via the email above</li> </ul>	<p>This Section For City Use Only</p> <p>Permit #: _____</p> <p>Date Received: _____</p> <p>Date Approved: _____</p> <p>Date Expires: _____</p> <p><i>*Please Allow 14 Days for Review*</i></p>
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APPLICANT INFORMATION		
Applicant:	Company:	Date Submitted:
Daytime Phone:	Email Address:	
Project Address:		
Primary Contractor Name: (if subcontractor or owner is applicant)		Primary Contractor Phone:
Description of Proposed Work in Right-of-Way (include type/location/linear mileage of utilities, equipment, and type of installation):		

<p><b>Utilities in Rights-of-Way Permit</b></p> <p><a href="#">City of Gainesville Code of Ordinances, Chapter 23, Article VI.</a></p> <p>Chapter 23 of the City's Code of Ordinances requires a permit to place, install, locate, repair, relocate, construct, maintain, operate, or remove any utility within the public rights-of-way.</p> <p><b>Utility</b> - any facilities, structures, or equipment used for any transmission of voice, telegraph, data, or other communications services lines or wireless facilities, pole lines, poles, ditches, drainage, stormwater, sewers, electric, water, heat, gas, steam, or pipelines.</p>	<p><b>Type of Utility Work (check all applicable):</b></p> <p>Communications Services Stormwater Sewer Water Electric Other (explain): _____</p> <p><b>Traffic Control Plan (check and attach all applicable):</b></p> <p>FDOT 102 Series Design Standard (formerly 600 Series) Project Specific Traffic Control Plan (Signed &amp; Sealed)</p> <p><b>Work Dates:</b> _____ <b>To:</b> _____</p> <p><b>Work Times:</b> _____</p> <p><b>FDOT AMOT Individual Information</b></p> <p><b>Name:</b> _____</p> <p><b>Certificate #:</b> _____</p> <p><b>24-Hour Phone #:</b> _____</p> <p>(FL Dept. of Transportation Advanced Maintenance of Traffic Certification issued to the individual responsible for implementation of Traffic Control Plan)</p>	<p><b>Per Section 23-116 applications shall include:</b></p> <ol style="list-style-type: none"> <li>1. Registration (<i>Section 23-113</i>)</li> <li>2. Communications Services Statement</li> <li>3. Collocation Agreement (<i>if applicable</i>)</li> <li>4. Compensation (<i>Section 23-115</i>)</li> <li>5. Engineering and construction plans that include:             <ol style="list-style-type: none"> <li>a. Description of proposed work if not sufficiently described above.</li> <li>b. MOT Traffic Control Site Plan that meets FDOT standards -OR- Design Standard Index from FDOT 102 Series, if applicable.</li> </ol> </li> <li>6. Appropriate security (Bond/Letter of Credit) of insurance listing the City of Gainesville as an additional insured. The City of Gainesville shall determine the amount of security and the applicant shall submit the City's Security Agreement. See insurance notes included in Page 2.</li> </ol>
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COMMUNICATIONS SERVICES QUESTIONS			
Do you provide or intend to provide communications services within the City of Gainesville?	YES	NO	
Do you intend to have your communications facilities pass through the City of Gainesville?	YES	NO	
Do you lease or intend to lease your facilities to others who will provide communications services within the City of Gainesville?	YES	NO	

BOND INFORMATION		
Dollar Value of Work:	Bond Posted:    YES    NO	Bond Amount:

OTHER PERMITS ASSOCIATED WITH THIS PROJECT (if applicable)		
BLDG Permit:	Applied for                      Approved	BLDG Permit #:

## UTILITIES IN RIGHTS-OF-WAY PERMIT REQUIREMENTS & CONDITIONS

1. Permitting is subject to City of Gainesville Code of Ordinances, Chapter 23, Article VI. By signature on this application, permittee agrees to be bound by all conditions provided in Section 23-114 of the City's Code of Ordinances.
2. **Registration.** Current and valid registration information shall be provided and maintained in accordance with Section 23-113. Updated information shall be provided to the city within 90 calendar days of any change.
3. **Design Manual.** All right-of-way work shall comply with the City of Gainesville Engineering Design & Construction Manual as authorized by the Gainesville Code of Ordinances Chapter 30. The manual can be found at <http://www.gainesvillepublicworks.org/wp-content/uploads/2015-Engineering-Design-Construction-Manual.pdf>.
4. **Traffic Control.** Traffic control plans shall comply with the MUTCD Chapter 6 and consist of FDOT 102 Series Indexes or a project specific signed and sealed plan by a Florida Licensed Professional Engineer. Traffic control must meet FDOT standards. Traffic control plans shall be prepared and implemented by an individual with a Florida Department of Transportation Advanced Maintenance of Traffic Certification. The certification number or a copy of the certification card must be attached to the permit application. The permit application must clearly identify an Advanced Certified Worksite Traffic Supervisor for the worksite with their 24-hour emergency contact information. The permit holder is responsible for all traffic control and traffic detour work and expense.
5. **As-built plans.** No later than 60 calendar days after completion of any work permitted under this article, the permittee shall at no cost to the city provide complete as-built plans, including but not limited to, horizontal and typical vertical profiles. In addition, the permittee shall provide any other information the City Manager or designee deems reasonably necessary, including information showing the location of utilities, facilities, or structures such as maps, geographical information systems, or Global Positioning System (GPS) coordinates, plats, construction documents, and drawings. The permittee shall provide such plans in digitized format showing the two-dimensional location of the utilities based on the City's geographical database data or other format acceptable to the city.

As-built submittals must include items I & II below, and III (if applicable):

- I. PDF formatted file of the as-built plan shall reflect all changes to the approved plans made during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the permit.
  - II. GIS shapefile (.shp) or geodatabase file (.gdb) with the following specifications:
    - a. Florida State Plane Coordinate System (North Zone: 903)
    - b. Horizontal Datum: NAD83
    - c. Vertical Datum: NAVD88
 Including the following feature fields:
    - a.) In/Out of Right-of-Way
    - b.) Above/Below Ground
    - c.) All line work shall be split at the edge of the right-of-way
  - III. Bore logs for all directional bores
6. **Restoration of public rights-of-way.** Immediately after the completion of any permitted work or phase thereof permittees shall, at their own expense restore the public rights-of-way to as good a condition as existed immediately prior to commencement of work. Restoration shall be completed in accordance with applicable city standards. If such restoration is not performed in a reasonable and satisfactory manner within 30 calendar days after the completion of any work, the city may, after written notice to the permittee, cause the restoration to be made with the total cost being charged to and paid for by the permittee upon demand, and the city may charge the costs against any security the permittee provided in accordance with this article. For 18 months following completion of any work permitted under this article, the permittee shall guarantee its restoration work and shall correct, at its sole expense, any restoration work that does not satisfy the requirements of this article. Upon completion of right-of-way work, the permittee shall notify Public Works at (352) 334-5070 to schedule a final inspection.
  7. **Damage to property or public road.** Permittees shall not in any way displace, damage, or destroy any utilities, facilities, or other property within the public rights-of-way, and shall be liable for the costs of such damage. In addition, permittees shall be responsible for any damage resulting from the issuance of the permit, including damage to any public road in accordance with Section 337.402, Florida Statutes. After sufficient written notice and opportunity to cure and in accordance with applicable law, the city may cause any necessary work to be done to remedy the damage with the total cost being charged to and paid for by the permittee upon demand, and the city may charge the costs against any security the permittee provided in accordance with this article.
  8. **Interference caused by utility.** Permittees shall, at no cost to the city and in accordance with Sections 337.403 and 337.404, Florida Statutes, move or remove any utility at the request of the city if the city finds that the utility interferes with any work the city performs within, on, over, or under any public right-of-way or interferes in any way with the convenient, safe, or continuous use or maintenance of same. After sufficient written notice and opportunity to cure and in accordance with applicable law, the city may cause any necessary work to be done to remedy the interference with the total cost being charged to and paid for by the permittee upon demand, and the city may charge the costs against any security the permittee provided in accordance with this article.
  9. **Temporary relocations of facilities for other users of public rights-of-way.** No later than 30 calendar days after receipt of written notice from any other permittee who has received a permit from the city to use the public rights-of-way, permittees shall temporarily move or relocate its utilities to allow for the permitted use. Any expense shall be paid by the permittee requesting the temporary relocation and the permittee receiving the request shall have the authority to require such payment in advance.
  10. **Conversion from aboveground to underground.** If the city has adopted an undergrounding requirement that prohibits aboveground utilities or structures in public rights-of-way or requires the conversion of such utilities or facilities to underground, any permittees of

aboveground utilities or structures shall, at its sole expense, convert to underground or relocate as may be allowable and permitted under this article. For small wireless facility collocations previously permitted under this article on aboveground utility infrastructure, the city must either:

1) allow the existing small wireless facilities to remain in place subject to any applicable pole attachment agreement; or 2) require the applicable wireless infrastructure provider or wireless services provider to replace the associated pole within 50 feet of the prior location in accordance with the requirements of this article.

**11. Due care.** Permittees shall exercise due care and follow all safety practices required by applicable law or accepted industry practices in performing work in or occupying the public rights-of-way, including the use of suitable barricades, flags, lights, flares, or other devices as are required by the Manual on Uniform Traffic Control Devices (FDOT) or any requirements of the city to protect the public. Permittees shall not endanger the life or property of other persons, or place or maintain its utilities in any manner that interferes with, displaces, damages, destroys, or prohibits access to any other utilities.

**12. Maintenance.** Permittees shall maintain any utility permitted under this article in a safe, neat, and clean condition, including but not limited to a condition reasonably free of grease, rust, corrosion, excessive dirt, faded or damaged paint, or graffiti.

**13. Hazardous conditions.** If the city at any time reasonably determines a utility has caused a condition that is hazardous or harmful to the public health, safety, or welfare, the permittee of such utility, at its own expense and without liability to or recourse against the city, shall remedy all such conditions after being provided reasonable notice. If the city at any time reasonably determines that an emergency situation exists and the permittee is not immediately available or unable to immediately provide the necessary remedy, the city may remedy the situation with the total cost being charged to and paid for by the permittee upon demand, and the city may charge the costs against any security provided by the permittee in accordance with this article.

**14. Compliance with law.** Permittees shall at all times be in full compliance with and abide by all applicable provisions of federal, state, or local laws, codes, and regulations, including but not limited to Chapter 333, Florida Statutes, and all federal regulations pertaining to airport airspace protections, as well as all applicable historic preservation zoning regulations.

**15. Right of inspection.** The city may inspect any work or utilities as it finds necessary to ensure compliance with this article or any applicable law or regulation.

**16. Police powers.** Any public rights-of-way use by utilities and any permit issued under this article are subject to the city's lawful exercise of its police power. Applicants and permittees shall comply with any requirements or policies adopted by the City Manager, including but not limited to any provisions included in a Public Rights-of-Way Use Manual referenced in this article and any other conditions that the City Manager or designee finds reasonably necessary to protect the public health, safety, and welfare.

**17. No property right.** Permits issued under this article do not create any property right or other vested interest, or in any way limit the city's authority to otherwise manage or vacate any portion of the public rights-of-way. In addition, the city reserves the right to place and maintain, and permit to be placed or maintained, any utility, facility, or improvement the city deems necessary or proper in any public rights-of-way.

**18. Indemnification.** The applicant/permittee hereby agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the City of Gainesville and its officers, employees, and agents from all liabilities, damages, losses, claims, suits, causes of action, and costs or expensed of any kind or nature, including but not limited to reasonable attorneys' fees, for personal injury, death, property damage, or any other losses that arise from or are in any way connected with the construction, maintenance, occupation, placement, repair, relocation, removal, or operation of the applicant/permittee's utilities or facilities, whether any act or omission complained of is authorized, allowed, or prohibited by this permit, except to the extent such claims are caused by the negligence or willful conduct of the City.

The applicant/permittee shall undertake, at its sole expense, the defense of any such claims, even if the claim is groundless, false, or fraudulent, and the applicant/permittee shall assume and defend not only itself but also the city, provided the city shall retain the right to participate by its own counsel and to select counsel of its own choosing.

This indemnification is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the applicant/permittee under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required by this permit application, or the terms, applicability, or limitations of any insurance held by the applicant/permittee. The city does not waive any rights against the permittee that it may have by reason of this indemnification because of the city's acceptance of applicant/permittee's insurance policies required by the city, and this indemnification shall apply to all damages and claims for damages of any kind suffered regardless of whether such insurance policies shall have been determined to be applicable to any such damages or claims for damages. Nothing contained herein shall be interpreted as a waiver of the city's sovereign immunity as provided in Section 768.28, Florida Statutes, or as denying the city or applicant/permittee any remedy or defense available at law. This indemnification shall survive and be in full force and effect after any termination or cancellation of this permit.

**19. Insurance.** Permittees shall provide, pay for, and maintain satisfactory to the city the types of insurance policies and coverage limits described here. Policies shall be issued by companies authorized to do business in the State of Florida and shall have an A.M. Best, latest edition, financial strength rating of at least A+ and financial size category of at least VIII. All policies shall name the city as an additional insured with respect to all activities under this article. The required coverage must be evidenced by properly executed certificates of insurance, which shall be manually signed by the authorized representative of the insurance company and provided to the city at least annually. At least 30 calendar days advance written notice shall be given to the city of any cancellation, intent not to renew, or reduction in the policy coverage, which notice shall be sent by registered or certified mail. The city may, in its sole discretion and only under extraordinary circumstances, allow a permittee to be self-insured for one or more lines of insurance coverage. A permittee's insurance coverage and limits shall include at least the following, and the city reserves the right to reasonably increase or decrease the following policy limits upon providing each permittee with at least 30 calendar days written notice:

- a. *Comprehensive general liability.* Commercial general liability insurance including premises/operations; independent contractors; contractual liability; products/completed operations; XCU coverage; and personal injury and property damage coverage for limits of no

less than \$3,000,000 per occurrence combined single limit and \$5,000,000 in the aggregate.

**b. Commercial automobile liability.** Commercial automobile liability coverage for all owned, non-owned, and hired vehicles for limits of no less than \$1,000,000 per occurrence combined single limit.

**c. Worker's compensation and employer's liability.** Worker's compensation in an amount not less than the statutory limit and employer's liability insurance with limits of not less than \$1,000,000.

**d. Commercial excess or umbrella liability.** Commercial excess or umbrella liability coverage may be used in combination with primary coverage to achieve the required limits of liability.

**20. Security.** Within 30 calendar days after completing any work permitted under this article, permittees shall restore the public rights-of-way to as good a condition as existed immediately prior to commencement of the permitted work. Restoration must be completed in accordance with applicable city standards. For 18 months following permittee's completion of any work permitted under this article, the permittee shall guarantee its restoration work and shall correct at its sole expense any restoration work that does not satisfy the requirements of this article.

For 18 months following a permittee's completion of any work permitted under this article, the permittee shall provide security enforceable by and payable to the city, in any combination of the types provided below, to secure performance and compliance with all the requirements, duties, and obligations imposed by this section. Security must be provided in an amount established by the City Manager or designee that is reasonably proportional to the city-verified total cost of construction for the permitted work within the public rights-of-way. In the event a permittee fails to perform any requirement, duty, or obligation imposed by this section, the city may recover from the security, jointly and severally, any damages or loss suffered by the city as a result, including but not limited to the full amount of any compensation or costs related to the construction or restoration of the public rights-of-way. Should the city draw upon the security, the permittee shall within 30 calendar days of written notice from the city, restore the security to full required amount.

**a. Surety bond.** A surety bond executed by a surety company authorized to do business in the United States with a minimum rating of A-VII as rated by A.M. Best Company, Inc., provided a claim against the surety bond may be made by electronic means. The surety bond must be approved by the City Attorney as to form and legality, and must provide the following: "This bond may not be canceled, or allowed to lapse, until 60 calendar days after receipt by the City of Gainesville, by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

**b. Letter of credit.** An irrevocable and unconditional letter of credit issued by a company authorized to do business in the United States, provided a claim against the letter of credit may be made by electronic means.

**21. Transfers.** If a permittee transfers or assigns its registration or permit incident to a sale or other transfer of assets, the transferee or assignee shall be obligated to comply with the terms of this article. Written notice of any transfer, sale, or assignment shall be provided to the city within 30 calendar days of the effective closing date of the transfer, sale, or assignment. For the transfer of registration and permitting to be effective, the transferee or assignee shall comply with all requirements under this article.

**22. Abandonment.** Upon abandonment of a utility within the public rights-of-way, the permittee or owner of the utility shall notify the city within 90 calendar days. In addition, the city may provide notice of abandonment of a utility in the public rights-of-way to the permittee or owner via certified mail at the address provided on the registration. If within 30 calendar days after the date the city provided notice, the permittee or owner does not respond to such notice and provide information to demonstrate that the utility is not abandoned, the utility will be deemed abandoned. The city may require the permittee or owner of an abandoned utility remove all or any portion of the same, or the city may determine that such non-removal will be in the best interest of the public health, safety, and welfare. If the permittee fails to remove all or any portion of an abandoned utility as directed by the city within a reasonable time period as may be required by the city, the city may perform such removal and charge the costs against any security provided in accordance with this article. In the event that the city does not direct the removal of the abandoned utility by the permittee or owner, then such permittee or owner will be deemed to consent to the alteration or removal of all or any portion of the utility as directed by the city or to the transfer of ownership of the abandoned utility to the city, without further obligation on the part of the city.

**23. Permit Conditions.** Any permits issued may be conditioned with requirements the PW Director or designee finds reasonably necessary to protect the public health, safety, and welfare.

**24.** This permit does not in any way supersede present ordinances adopted by the City of Gainesville.

**25.** Field crews working in the right-of-way under this permit must have a copy of the approved & issued permit on-site at the time of fieldwork.

**26.** Notify Public Works via e-mail if fieldwork dates deviate from those provided on the application permit. If an extension is needed for work to be completed, contact Public Works prior to the permit's expiration date to request an extension of work dates. All permit correspondence shall be sent to [dg\\_pw\\_permits@cityofgainesville.org](mailto:dg_pw_permits@cityofgainesville.org) for proper documentation.

**27.** Directional boring shall be perpendicular to any roadway crossed.

**28.** No missile bores or stitch bores are permitted within the city right-of-way.

**29.** When existing field conditions necessitate a change in running line and/or change in facility placement, the shift in location (when at all possible) should be towards the back of the right-of-way (i.e. away from the roadway). All such deviations from the approved plan shall be noted on the as-built plan submittal.

**30.** Roadway repair guidelines for asphalt patches:

**a.** Asphalt patch size is dependent on the size and location of the roadcut.

**b.** Asphalt patches shall extend 18 inches past the excavation limits along the direction of travel to create a bridge and help abate the cracking that tends to occur at those excavation limits.

**c.** Perpendicular to the direction of travel, asphalt patches extend to the limits to the travel lane in both directions. If the excavation crosses

the lane line, then the patch shall extend to the next lane line.

d. If the excavation limits cross the centerline, the patch shall extend the full width of the roadway.

**31. Project Specific Conditions:**

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By signature below, applicant/permittee attests to having sought legal counsel if needed and to having read and understood the permit conditions provided in this application and City of Gainesville Code of Ordinances Chapter 23, Article VI, and thereby agrees to the terms and conditions provided.

**WITNESSES:**

**APPLICANT/PERMITTEE:**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_