

**CITY OF AVON PARK**  
**RIGHT OF WAY UTILIZATION PERMIT APPLICATION**  
**SUBMIT TYPEWRITTEN OR PRINTED WITH (2) SETS OF PLANS**

See conditions on reverse of this permit. For assistance, contact the City of Avon Park

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**Section 1. APPLICANT INFORMATION**

APPLICANT'S NAME: \_\_\_\_\_ FIRM/UTILITY NAME \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ OFFICE PHONE NUMBER \_\_\_\_\_ Ext \_\_\_\_\_  
CELL: (     ) \_\_\_\_\_ EMERGENCY CONTACT NUMBER: \_\_\_\_\_ Ext \_\_\_\_\_

**Section II. PROJECT INFORMATION CONSTRUCTION/INSTALLATION**  
**(Use and refer to additional sheet(s) if necessary)**

LOCATION: \_\_\_\_\_  
STREET NAME(S): \_\_\_\_\_ DESCRIPTION \_\_\_\_\_  
OF PROPOSED CONSTRUCTION: \_\_\_\_\_

SCHEDULED START DATE \_\_\_\_\_ **MUST BE WITHIN 90 DAYS OF PERMIT ENGINEER'S ESTIMATE/CONTRACT**  
TOTAL PRICE RELATIVE TO PROJECT \$ \_\_\_\_\_ COPY OF BOTH SIDES OF PERMIT MUST BE ON SITE AT ALL TIMES  
REGARDLESS OF WHO IS PERFORMING THE WORK.

**\*PERMIT VALID FOR 60 DAYS FROM START DATE UNLESS OTHERWISE APPROVED\***

**Section III. LOCATION OF EXISTING UTILITIES**

(All existing utilities/facilities must be located by Applicant prior to construction)

I CERTIFY THAT ALL OTHER RIGHT OF WAY USERS IN THE IMMEDIATE VICINITY OF THE PROPOSED CONSTRUCTION/INSTALLATION, HAVE BEEN NOTIFIED BY THE APPLICANT IN WRITING ON \_\_\_\_\_ OF THE PROPOSED WORK, IN ORDER TO DETERMINE IF THERE ARE ANY OBJECTIONS TO THE PROPOSED CONSTRUCTION/INSTALLATION, INCLUDING THE FRANCHISED GAS COMPANY, WHOSE NAME AND GAS I.D. NUMBER IS FURNISHED HEREWITH. GAS: \_\_\_\_\_ I. D: \_\_\_\_\_

NOTE: THE CITY OF AVON PARK, PUBLIC WORKS DEPARTMENT, MUST BE CONTACTED A MINIMUM OF 24 HOURS AND A MAXIMUM OF 48 HOURS PRIOR TO ANY CONSTRUCTION, AND AGAIN WITHIN 48 HOURS OF COMPLETION. CALL \_\_\_\_\_ at (863) \_\_\_\_\_

**Section IV. ENGINEER/CONTRACTOR AND/OR OWNER/AUTHORIZED AGENT SIGNATURES**

I/WE REPRESENT THAT THE ABOVE STATEMENTS AND THE INFORMATION, STATEMENTS AND REPRESENTATIONS ON MATERIALS SUBMITTED HEREWITH IS TRUE. I/WE ARE PROVIDING THESE MATTERS TO INDUCE THE CITY OF AVON PARK TO ISSUE A RIGHT-OF-WAY UTILIZATION PERMIT. ENGINEER/CONTRACTOR: \_\_\_\_\_ (Printed) TITLE: \_\_\_\_\_ DATE: \_\_/\_\_/\_\_  
SIGNATURE: \_\_\_\_\_  
OWNER/AUTHORIZED AGENT: \_\_\_\_\_ (Printed) TITLE: \_\_\_\_\_ DATE: \_\_/\_\_/\_\_  
SIGNATURE: \_\_\_\_\_

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**SECTION V. OFFICE USE ONLY**

APPROVED  DENIED

APPROVED WITH SPECIFIC CONDITIONS

TRAFFIC CONTROL PER FDOT ATTACHMENTS YES  NO  RECEIPT NO. \_\_\_\_\_  
APPROVAL DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
APPLICATION APPROVED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_ INSPECTION \_\_\_\_\_  
RECORD CONSTRUCTION COMMENCEMENT DATE: \_\_/\_\_/\_\_  
CONSTRUCTION COMPLETION DATE: \_\_/\_\_/\_\_ INSPECTOR: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

**\*IMPORTANT: SEE INSTRUCTIONS AND CONDITIONS ON REVERSE SIDE OF THIS FORM**

## ATTACHMENT 1

### GENERAL CONDITIONS FOR All ROW USE PERMITS

The undersigned applicant ("applicant") hereby makes application to the City of Avon Park, Highlands County, Florida for a Right of Way (ROW) Use permit, which authorizes utility construction, and maintenance within the named public right-of-way(s) as described in this application and detailed on accompanying drawings. Any permit issued pursuant to this application will be issued to and it in the name of the applicant. In accepting this permit, the applicant agrees to be bound by the, including, but not limited to the following conditions:

THE ISSUANCE OF THIS PERMIT IS GOVERNED BY AND REGULATED BY THE FOLLOWING:

THE FLORIDA STATE STATUTES RELATING TO THE USE OF PUBLIC RIGHT-OF-WAY; AND,  
THE FLORIDA STATE STATUTES RELATING TO THE CONSTRUCTION INVOLVED; AND,  
THE FLORIDA ADMINISTRATIVE CODE; AND,  
CITY OF AVON PARK CODES AND ORDINANCES; AND,  
ANY FEES ESTABLISHED BY CITY OF AVON PARK; AND,  
ANY ADDITIONAL REQUIREMENTS AND CONDITIONS OF THE CITY OF AVON PARK.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in the land to be entered upon and used by the Applicant; and the Applicant will at all times, assume all risk of and indemnify, defend, and save harmless the City of Avon Park from and against all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercise by said Applicant of the aforesaid rights and privileges. To the extent the Applicant's exercise or attempted exercise of its rights and privileges under this permit involves a construction contract, then the Applicant shall indemnify defend and hold harmless the City of Avon Park, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent the same is caused by negligence, recklessness, or intentional wrongful misconduct of the Applicant and persons employed or utilized by the Applicant in the performance of the construction contract. Applicant shall provide proof of insurance and notice to the City as provided in the General Conditions provided in Resolution No.

It is expressly agreed by the Applicant that this permit is a license for permissive use only and that the placing of improvements, such as, but not limited to, utilities, facilities, roadways, structures, or landscaping upon public property pursuant to this permit shall not operate to create or vest any property right whatsoever in said Applicant, current owner/operator, or adjacent property owner. Applicant declares that prior to any construction or excavation, the owners of real property, relative to the use of easements, owners/operators of all existing utilities, facilities, or improvements, both underground and aerial, will be properly notified by the Applicant as required and as necessary in accordance with sound operating practices and shall also include, as information on this permit, the required gas pipeline/facilities location request identification number. The construction and/or maintenance of a utility shall not interfere with the property and rights of others, including without limitations, prior ROW occupants including the City of Avon Park. In the event of relocation, videoing, repair or reconstruction of a public road, highway, utilities: or facilities, upon reasonable notice the Applicant shall move its facilities to clear such construction at no cost of the City of Avon Park, insofar as such facilities are within the public right of way and not a private easement.

To ensure swift emergency repairs of utility facility damage by the city, all work by Applicant under this Permit must be performed between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday, and excluding City Holidays. No work shall be performed after hours or on weekends or holidays observed by the City of Avon Park without the prior, written approval of the Director of Public Works, as reflected in Specific Conditions of this Permit and paid for by Applicant.

ADDITIONAL GENERAL CONDITIONS PROVIDED IN RESOLUTION NO.

Specific Conditions of Approval Attached: YES or NO o

## ATTACHMENT 2

### ADDITIONAL GENERAL CONDITIONS FOR ALL RIGHT OF WAY ("ROW") USE PERMITS

1. The Applicant of a right of way use permit ("ROW Permit") shall take such safety measures, including the placing and display of caution signs and signals as are required by the Manual on Uniform Traffic Control Devices for Streets and Highways, when working in public right of way, and shall also prevent any obstructions or conditions which are or may become dangerous to the traveling public.
2. Fees will be computed in accordance with the schedule of fees adopted by the City Council and are payable upon submission of permit application.
3. Emergency situations shall be coordinated by the Applicant, to the maximum extent practicable, through the Public Works Department. The following is a list of names and phone numbers to be used for emergency contact with the city, in order of priority:
  - a) Utilities Forman, Shariff Santiago (863) 991-2224
  - b) On-call Cell Phone, (863) 443-1456
  - c) Utilities Manager, Joseph Sliva (863) 784-8780
  - d) Public Works Director
4. All materials and equipment shall be subject to inspection by the Director of Public Works, or their representative, located in Avon Park, Florida. All City ROW and other property shall be restored to its original condition as far as practical, in the reasonable opinion of the Director of Public Works.
5. All applications must be accompanied by a Certified Engineers estimate of the cost of construction or a copy of the fully executed fixed contract. In the event actual construction cost exceeds the estimate or the contract price is not fixed, Applicant agrees to submit documentation of actual construction costs and pay the required fees. Estimate/contract costs submitted must be in a form acceptable to the City. Applicant agrees to submit as-built engineering plans detailing the location of all constructed improvements. Prior to any construction, applicant agrees to obtain all required approvals, agreements and/or permits relative to the type and location of the proposed construction from all federal, state, county, city, real property over and any other regulatory agency or department. Applicant is required to protect all surrounding landscaping and/or replace all landscaping affected by this project. Applicant is required to compact all excavations in accordance with Avon Park standards.
6. All construction shall comply with the standards and requirements of state and City laws, codes, ordinances directives, and this Permit. If at any time during the utility installation/construction the Director of Public Works finds that the pennant conditions have been violated the Director of Public Works or their representative may issue an immediate Stop Work Order. The Stop Work Order shall be in effect until the operation is brought into compliance with the permit. Failure to perform satisfactory construction may also result in the city halting the issuance of additional permits to the applicant until deficiencies are corrected.
7. All overhead installations shall conform to clearance standards of the Florida Department of Transportation, and all underground crossings installations shall be laid at a minimum depth of thirty-six (36) inches below pavement and at least thirty (30) inches below ditch grade. Exceptions may be made in special cases by authority from the Director of Public Works.
8. The attached drawings covering the details of this installation shall be made a part of this permit.
9. The applicant expressly acknowledges and agrees that the permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or to vest any property/right in the holder of the permit.

### ATTACHMENT 3

10. The applicant understands and agrees that the rights and privileges herein set out are granted only to extent of the City's right title and interest in the land to be entered upon and used by the permit holder.
11. Work can only be done between the hours of 7:30 a.m. and 3:30 p.m., Monday through Friday. No holidays or weekends without pre-approval.
12. The applicant further agrees that the applicant will always assume all risk of damage and loss and does hereby indemnify, defend, and save harmless the City of Avon Park from and against any and all damages, cost or expense arising in any manner on account of the exercise or attempted exercises of the aforesaid rights and privileges by the holder of any permit issued pursuant to this application. The permittee shall maintain adequate insurance and provide proof of insurance during the term of this permit to protect the City of Avon Park. Failure to maintain adequate insurance will result in revocation of this permit. By acceptance of the Permit, the Applicant agrees to the following:
  - a. **Indemnity.** Applicant shall defend, indemnify and hold harmless City and all of City's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Applicant, its officers, agents or employees in performance or non-- performance of its obligations under the Permit. Applicant shall not be liable for the negligence or misconduct of the City's officers, agents, and employees. Applicant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Permit. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Applicant of its liability and obligation to defend, hold harmless and indemnify City as set forth in the Permit. Nothing herein shall be construed to extend City's liability beyond that provided in section 768.28, Florida Statutes.
  - b. **Insurance.** Applicant shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming City as a named, additional insured, as well as furnishing City with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Applicant as required herein shall be considered, and Applicant agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to City, and that any other insurance, or self-insurance available to City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Applicant as required herein. Nothing herein shall be construed to extend City's liability beyond that provided in section 768.28, Florida Statutes.
13. The applicant hereby accepts responsibility for maintenance of any road cut or subterranean crossing for a period of 36 months after the Director of Public Works office is notified of completion of construction and has approved it after inspection.

**ATTATCHMENT 4**

**FEES RELATED TO ROW PERMITS**

1. Application review and processing of Permit with general Conditions only .....\$100.00
2. Inspection of completed work .....\$57.41
3. Reinspection of completed work after rejection .....\$57.41/Hr.
4. All repairs to City property by City due to damage by Permittee shall be billed to the Permittee at cost of materials labor and equipment used, subject to withdrawal of the Permit for nonpayment.

\$157.41 must be paid with Permit Application