

Public Works Department
Rights-of-Way Use and Maintenance Permit

Checklist for Applicants: <ul style="list-style-type: none"> • Submit fully completed form to: dg_pw_permits@cityofgainesville.org • Landscape and irrigation construction documents must be prepared by a licensed landscape architect for City review and / or for any other improvements signed and sealed by an Engineer or Architect licensed in the State of Florida to design such work. • Once approved this Permit shall be recorded by the Applicant in the Official Records of Alachua County, Florida. • Obtain an Obstruction of Right-of-Way Permit prior to any construction or other operations within the City Rights-of-Way. 	For City Use Only	
	Permit #:	
	Date Received:	
	Date Approved:	
	Date Expires:	
	Please Allow 14 Days for Review	

APPLICANT INFORMATION			
Applicant:		Company:	Florida Tax ID (EIN) Number:
Daytime Phone:		Email Address:	
Project Address:			
Emergency Contact Name:		Emergency 24 Hr. Phone:	
Description of Proposed Work in Right-of-Way: Please provide full narrative and reference specific plans, details, specifications, etc.			
Bonding Information - requirement for bonding to be determined by Public Works on a case by case basis			
Dollar Value of Work: \$ _____ (amount must be provided and certified by Engineer or Architect)		Bonding Company: _____ Effective dates of bond: _____	Bond Amount equals 15% of value: \$ _____
OTHER ASSOCIATED PERMITS			
BLDG Permit	<input type="checkbox"/> Applied for	<input type="checkbox"/> Approved	BLDG Permit # _____

- A. Applicant desiring to place improvements within a public right-of-way shall submit a permit application meeting the following minimum requirements
- a. Landscape and irrigation construction documents prepared by a licensed landscape architect for City review and / or
 - b. Design plans for any other improvements signed and sealed by an Engineer or Architect licensed in the State of Florida to design such work.
 - c. Detailed plans, meeting the requirements of the ED&CM indicating the existing right-of-way facilities and the type and location of the proposed improvements.
 - d. Design plans must show locations for all cutoff or controls to shut down or de-energize the proposed infrastructure systems. The system controls must be placed in an accessible location at all times to City Staff in case of emergency. If utilities are proposed to be placed within City Rights of Way, the applicant may also be required to register as an Utility Provider and obtain a Utility Permit per [Code of Ordinances - Chapter 23 - Article VI. - Public Rights-of-Way Use by Utilities](#).
- B. After acceptance of plans, a Right of Way Use and Maintenance Permit approved by the City Engineer or designee will be issued. The purpose of the permit is to ensure that the permittee, or his successors or assigns, shall be responsible to maintain such improvements in perpetuity, until removed, or otherwise specified.
- C. Subject to the issuance of all other necessary Permits, including a Right of Way Obstruction Permit, the City hereby grants to the applicant the right to use those portions of the Right of Way depicted in the approved plans, for the sole purpose set forth in the approved plans.
- a. The Right of Way Obstruction Permit addresses, among other things, the timing of the work, maintenance of traffic flow during construction, and the permissible lane closures during the time that work is to be performed. It can be applied for separately and at a later date to cover the actual construction operation.
 - b. [Obstruction of Right-of-Way: City of Gainesville Code of Ordinances, Article V. - Public Rights-of-Way Obstructions](#) requires any person or entity wanting to obstruct a city right-of-way (including temporarily obstructing the general movement of vehicular or pedestrian traffic, as well as any digging or excavation) must first obtain a permit from the Public Works Department.
- D. The applicant agrees to construct and maintain the improvements set forth in the approved plans at its sole cost and expense. Maintenance must at a minimum meet any applicable standards set for by the City at the time of permit submittal and as revised or amended by future Ordinance, Statute, or Law.
- E. Should the Developer fail to construct or maintain the Improvements in accordance with the approved plans, the City may provide notice to the Developer in writing, specifying the nature of the deficiency. Within five working days following receipt of such notice, the applicant at its sole cost shall cause the appropriate repairs or cure to be effected. In the event damage to, or failure to maintain the Improvements results in a situation where public safety is at risk,
- a. The Developer shall effect repairs within twenty-four hours of receipt of the City's written notice, or
 - b. The City may, at its option, effect repairs to the Improvements, without the need for prior notice to the Permittee, and will promptly notify the responsible permittee for reimbursement of all actual costs incurred in effecting the repairs.

- F. The Permittee, as Indemnitor hereunder, shall indemnify and save harmless the City, as Indemnitee hereunder, including all employees of the City, from any loss or damages Indemnitee may suffer as a result of claims, suits, demands, damages, losses, fines, penalties, interest, expenses, costs, or judgments, including attorneys' fees and costs of litigation, against the City arising out of the Developer's use of the Roadway segment for the purposes set forth in this Permit, including the construction and removal of the Improvements. The Indemnitee shall not undertake to settle any lawsuit or threatened lawsuit that could give rise to Indemnitor's obligation hereunder without the prior consent of Indemnitor, such consent to not be unreasonably withheld.
- G. Indemnitee agrees to give Indemnitor written notice of any claims filed against the City in connection with this Permit, within thirty days of the date that City is aware of such claim.
- H. Unless terminated as set forth below, this Permit shall remain in full force and effect in perpetuity from the date first set forth above, and shall be binding upon the parties and all their successors in interest. The Permit may be freely terminated as of right by either party, with or without cause, upon written notice to the other. If the Developer exercises this right, or if the City exercises this right based upon the Developer's substantial breach of this Permit, then upon written demand by City, the Developer, at its sole cost and expense, shall remove the Improvements and will restore the Right of Way to the condition that existed immediately prior to the effective date of this Permit or remove the improvements and re construct the Rights of Way to a typical cross section as required by the current Engineering Design and Construction Manual for new construction or as directed by the City Engineer.
- I. This Permit shall be recorded by the Applicant in the Official Records of Alachua County, Florida. The Developer shall pay all costs of recording this Permit prior to the execution of this Permit. A copy of the Recorded Permit will be provided to the City.
- J. The rights and obligations of this Permit shall bind and benefit any successors or assigns of the parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK FOR SPECIAL CONDITIONS, IF ANY

By signature below, the Applicant/Permittee attests to having read and understood, and seeking legal counsel if needed, the conditions provided in this permit application and City of Gainesville Code of Ordinances Chapter 23, Article V and VI, and hereby agrees to the terms and conditions provided.

WITNESSES:

APPLICANT/PERMITTEE:

Sign: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Sign: _____

Print Name: _____