

City of Gainesville Public Works Department
Fee Estimate for Right-of-Way Permitting

City of
Gainesville

| Enter quantity for items 1-10 as needed for the right-of-way permit request. | Amount | | Quantity |
|--|------------|---|----------|
| (1) Application base review and processing | \$137.75 | X | |
| (2) Each bore/trench/segment for infrastructure (to & from each UJB, pedestal, valve, package manhole, inlet, etc.): | | | |
| a.) Under roadway/Longitudinal run (parallel) | \$55.25 | X | |
| b.) Under roadway/Crossings (perpendicular to roadway) | \$33.00 | X | |
| (3) Each roadway cut location (per entrance) | \$275.75 | X | |
| (4) Each 500 linear feet of underground infrastructure (Rounded to the nearest 500 ft interval) | \$38.50 | X | |
| (5) Each 100 sq. ft. of sidewalk construction/demolition/replacement | \$27.50 | X | |
| (6) Sidewalk / multi-use path closure (per week) | \$110.25 | X | |
| (7) MOT within roadway: | | | |
| a.) Full road or lane closure (requires detours) | | | |
| i.) Weekly | \$800.00 | X | |
| ii.) Monthly | \$2,205.00 | X | |
| b.) Single lane closure per week (requires flaggers or similar to maintain the flow of traffic) | \$275.75 | X | |
| (8) Permit time extension (maximum of 3 months per request) Limit 2 extensions per permit | \$69.00 | X | |
| (9) No parking signs: | | | |
| a.) Set-up fee | \$35.00 | X | |
| b.) Sign fee | \$2.50 | X | |
| (10) After hours Inspection Fee (nights, weekends, or holidays) | \$218.00 | X | |
| (11) Penalty for work without a permit: | | | |
| a.) First offense Total Fees X2 | | | TBD |
| (Double all applicable permit fees) | | | |
| b.) Second offense Total Fees X2 + \$525 | | | TBD |
| *Within a one-year period from first offense | | | |
| c.) Third offense Total Fees X2 + \$1,575 | | | TBD |
| *Within a three-year period from second offense and no additional permits issued to the offending entity for a period of two years from the time of third offense. Current permit shall only be issued to allow for the complete removal of unpermitted work and to return the right-of-way to its original state prior to the unpermitted work and acceptance by the PW Department. | | | |
| (12) Additional fees (if applicable): | | | |
| a.) Parking fees - Metered spaces (Mon-Fri): \$5.00 daily/meter | | | TBD |
| Meter Number(s) - | | | |
| Meter Location(s) - | | | |

| Checklist for Applicants: | For City Use Only | |
|-----------------------------------|-------------------|--|
| | Permit #: | |
| | Date Received: | |
| | Date Approved: | |
| | Date Expires: | |
| *Please Allow 14 Days for Review* | | |

- Submit fully completed form to: dg_pw_permits@cityofgainesville.org
- Include required attachments listed below (certificate of insurance, plans, etc.)
- Ensure certificate of insurance is current and lists the City of Gainesville as an additional insured and certificate holder
- If work dates are unknown, notify Public Works five (5) working days prior to start. Review can start without dates known, but permit **will not** be issued until dates have been provided.
- After completion of work, notify Public Works via the email above to close out permit

| APPLICANT INFORMATION | | |
|---|---------------------------|-----------------|
| Applicant: | Company: | Date Submitted: |
| Daytime Phone: | Email Address: | |
| Project Address: | | |
| Primary Contractor/Subcontractor Name: | Primary Contractor Phone: | |
| Detailed Description of Proposed Work in Right-of-Way | | |

| REQUESTED PERMIT TYPE (Check All Applicable) | | | |
|--|--|--|---|
| <input type="checkbox"/> | Right-of-Way Obstruction Permit City of Gainesville Code of Ordinances, Chapter 23, Article V. A permit is required for any temporary obstruction of a public right-of-way, including but not limited to, obstructions affecting the general movement of vehicular or pedestrian traffic. | Type of Facility to be Added, Modified, or Impacted (check all applicable): <input type="checkbox"/> Roadway <input type="checkbox"/> Sidewalk and/or Trail <input type="checkbox"/> Parking Bay and/or Meters <input type="checkbox"/> Bus Stop <input type="checkbox"/> Other (explain): _____ Traffic Control Plan (check and attach all applicable): <input type="checkbox"/> FDOT 102 Series Standard Plans <input type="checkbox"/> Project Specific Traffic Control Plan (Signed & Sealed) Work Dates: _____ Start _____ To: _____ Finish _____ Work Times: _____ FDOT AMOT Individual Name: _____ Cert #: _____ 24 HR Phone #: _____ (Florida Department of Transportation Advanced Maintenance of Traffic Certification of individual responsible for implementation of Traffic Control Plan) | Submit the following in addition to this application: 1. Description of work to be performed, if not sufficiently described above. 2. Site plans that show the location and dimensions of the proposed right-of-way work. 3. MOT Traffic Control Site Plan that meets FDOT standards -OR- Design Standard Index(s) from FDOT 102 Series. 4. Appropriate security (Bond/LOC) and proof of insurance listing the City of Gainesville as an additional insured. The City shall determine the amount of the security and applicant shall submit the City's security agreement. See insurance notes included in page 2. 5. Construction cost estimate of the work to be performed within the right-of-way. |
| <input type="checkbox"/> | Construction Parking Parking is only for placarded company vehicles and construction equipment needing to access the construction site (e.g. load & unload equipment/supplies). This is <u>not</u> for construction employee parking. Also excludes ADA parking. | Effective Dates: _____ To: _____ | Submit the following in addition to this application: 1. Drawing / map of existing parking spaces to be affected immediately adjacent to the construction site. |

| BOND INFORMATION | | | |
|--|---|-----------------------------------|---------------------|
| Dollar Value of Work: \$ _____ | Bond Posted: <input type="checkbox"/> YES <input type="checkbox"/> NO | Bond Amount: \$ _____ | |
| OTHER ASSOCIATED PERMITS (If Applicable) | | | |
| BLDG Permit | <input type="checkbox"/> Applied for | <input type="checkbox"/> Approved | BLDG Permit # _____ |

CONSTRUCTION PARKING

1. Permitted uses for construction parking permits (includes up to 5 spaces): loading, unloading, dumpster, portalet, etc.
2. Parking is for placarded company vehicles and equipment with a construction parking permit needing to access the construction site – this is NOT for construction employee parking. This excludes ADA parking.
3. If approved, this parking request is granted ONLY for the dates and times indicated above with appropriate fee payment to the City of Gainesville. Signage will be removed from the site on the end date/time specified above, unless a request for extension has been received five (5) business days prior to the end date/time originally approved.
4. Approval of this parking request is granted for the date and times indicated on the request.
5. Any City equipment/materials indicating construction parking will be removed from the site on the end date/time specified, unless a request for extension has been received in writing five (5) business days prior to the end date/time originally approved.
6. Construction parking can only be designated in existing parking spaces immediately adjacent to the construction site.

ROW OBSTRUCTION PERMIT REQUIREMENTS/CONDITIONS

1. Right-of-Way (ROW) Obstruction Permitting is subject to City of Gainesville Code of Ordinances, Chapter 23, Article V. By signature on this application, the permittee agrees to be bound by all conditions provided in Section 23-107 of the City's Code of Ordinances.
2. Applications must include the following: detailed description, location, planned dates, engineering details of the work, pavement restoration details (if applicable), traffic control plan, Certificate of Insurance, and cost estimate of work to be performed in the ROW. All permitted work shall be done in accordance with the standards established by the City of Gainesville and under the supervision of the Public Works Director or designee.
3. Permittees shall submit a Certificate of Insurance (COI) for the following: commercial general liability coverage for limits of no less than \$1,000,000 per occurrence combined single limit and \$2,000,000 in the aggregate; commercial automobile liability coverage for limits of no less than \$1,000,000 per occurrence combined single limit; and workers' compensation of no less than \$1,000,000. The policy must name the City of Gainesville as an additional insured. The City's Risk Management Director may reasonably raise or lower the amount required, and may allow an applicant to be self-insured for one or more lines of coverage.
4. The Public Works Director or designee may require the permittee to provide security in an amount reasonably determined by the City, if any excavation is made or if there is any risk of damage or detriment to the ROW. The City may use any construction cost estimate to determine the amount of security required. If security is required, the permittee must submit the City's security agreement.
5. **INDEMNIFICATION.** The permittee shall, at its sole cost and expense, indemnify, hold harmless, and defend the City 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 ROW obstruction, whether any act or omission complained of is authorized, allowed, or prohibited by Chapter 23, Article V or any permit issued thereunder, except to the extent that such claims are caused by the sole negligence of the City. The permittee shall undertake, at its sole expense, the defense of any such claims, even if the claim is groundless, false, or fraudulent, and the 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 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 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 permittee's insurance policies required under this article, 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 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 any permit.
6. All ROW work shall comply with the City's 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>.
7. 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 someone with the 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 work site with their 24/7 emergency contact information. The permit holder is responsible for all traffic control and traffic detour work and expense.

8. If metered parking spaces will be obstructed, then the permittee shall pay a fee as determined by the PW Director or designee to compensate the City for lost revenue.
9. The use of cranes, hoists, and other mechanical equipment within the ROW shall be no longer than fifteen (15) calendar days, unless extended for good cause by the PW Director or designee. Full-tracked vehicles, including bulldozers and skid steers, shall not be off-loaded, on-loaded, walked, or operated in any paved ROW. Fixed-tower cranes may only be permitted by PW Director or designee if no suitable alternative exists and with submission of plans to ensure both the crane and its foundation are adequate and such use will not endanger public safety.
10. Permittees shall exercise due care and follow all safety practices required by applicable law or accepted industry practices. Permittees shall at all times be in full compliance with all applicable provisions of federal, state, and/or local laws.
11. If the City at any time determines that an emergency situation exists, including those involving any hazardous or harmful condition to public safety, and the permittee is not immediately available or is unable to immediately provide the necessary remedy, then the City shall have the right to remedy the situation with the total cost being charged to and paid for by the permittee upon demand.
12. The City shall have the right to inspect any work as it finds necessary to ensure compliance with the City's Code of Ordinances.
13. All property, both private and public, shall be restored to its original condition or better, as determined by the Public Works Director or designee. Upon completion of ROW work, the permittee shall notify Public Works at (352) 334-5070 to schedule a final inspection. Any security provided shall not be released or returned until the work is accepted by the City. Permittee guarantees any right-of-way restoration work for one year following completion.
14. Any permits issued may be conditioned with requirements the PW Director or designee finds reasonably necessary to protect the public health, safety, and welfare.
15. This permit does not in any way supersede present ordinances adopted by the City of Gainesville.
16. Project Specific Conditions:

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 hereby agrees to the terms and conditions provided.

WITNESSES:

APPLICANT/PERMITTEE:

Sign: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Sign: _____

Print Name: _____

Temporary Traffic Control (TTC) is necessary to ensure both community builders and our neighbors can work in and travel through temporary work zones without injury. To accomplish this, properly trained and competent workers are necessary. The City of Gainesville requires a designated Worksite Traffic Supervisor (WTS) to be responsible for the Traffic Control Plan.

Definition and responsibilities of the Advanced Maintenance of Traffic Worksite Supervisor and other trained personnel with the authority and responsibility for making decisions on the specific TTC requirements to be implemented:

- The Professional Engineer is responsible for the development of the Transportation Management Plan and design of the TTC Plan.
- The WTS will perform all duties and responsibilities in accordance with FDOT Section 102 Standard Specifications.
- The WTS is responsible for supervising the installation, removal, and field maintenance of TTC devices, including temporary barriers, end treatments, and crash cushions.
- The WTS is responsible for inspection, placement, or operational function of TTC devices, including temporary barriers, end treatments, and crash cushions.

I hereby acknowledge I will be the FDOT Advanced Maintenance of Traffic provider for the following project:

Project Name & Address

I agree to be responsible for the Traffic Control Plans for the full duration of the project listed above. If at any time I am no longer the AMOT provider, I will immediately notify Public Works of this change in writing to dg_pw_permits@cityofgainesville.org.

Print Name

Signature & Date

Company Name

Certificate Number

SECURITY AGREEMENT FOR OBSTRUCTION OF PUBLIC RIGHTS-OF-WAY

THIS AGREEMENT ("Agreement") is entered into on the _____ day of _____, 20____, by and between the City of Gainesville, Florida, a municipal corporation ("City"), _____, a Florida _____ ("Permittee"), and _____, a Florida _____ ("Issuer").

WITNESSETH

WHEREAS, the Permittee has applied to the City for a permit under the City's Code of Ordinances, Chapter 23, Article V – *Public Rights-of-Way Obstructions*; and

WHEREAS, pursuant to Section 23-107, if any excavation is made within a public right-of-way, or if there is any risk of damage or detriment to the premises of a public right-of-way, then the Permittee shall provide security to the city to ensure that the right-of-way is restored to the same or better condition than existed when the permit was issued and to ensure payment for any damage to public property or trash and debris removal as a result of such permit issuance; and

WHEREAS, the security provided by the Permittee shall be enforceable by and payable to the City in an amount reasonably corresponding to the nature and extent of the work to be performed within the right-of-way as determined by the Public Works Director or designee. Right-of-way work by Permittee otherwise covered by a separate security agreement between the Permittee and the City shall not be included when determining the necessary security subject to this Agreement.

NOW THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

1. **Effective Date and Term.** This Agreement shall become effective on the date the last of the parties executes this Agreement as indicated below ("Effective Date") and shall remain in effect until the Security has been released in accordance with Section 3 of this Agreement.
2. **Security.** Permittee shall provide, on the same date as the Effective Date of this Agreement, the following form(s) of security in compliance with Section 23-107 ("Security"). The Security provided by the Permittee shall be enforceable by and payable to the City in a sum established by the Public Works Director or designee that reasonably corresponds to the nature and extent of the work to be performed within the right-of-way. Any surety bond or letter of credit provided in accordance with this section shall be attached to this Agreement as **Exhibit A** and shall be incorporated herein as if set forth in full. In the event of any conflict or inconsistency between this Agreement and the Security forms attached as **Exhibit A**, the terms of this Agreement shall prevail. *Complete the applicable* _____.

— **Surety Bond:** Permittee shall cause Issuer to issue to the City, as beneficiary, a Surety Bond in the amount of \$ _____, lawful money of the United States of America. The Issuer shall be a surety company authorized to do business in the state of Florida with a rating of not lower or less than A-VII as rated by A.M. Best Company, Inc. The Surety Bond shall provide the following: "This bond may not be cancelled, 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."

— **Letter of Credit:** Permittee shall cause Issuer to issue to the City, as beneficiary, an Irrevocable and Unconditional Letter of Credit in the amount of \$ _____, lawful money of the United States of America. The Issuer shall be a Florida bank. The Security issued shall, by its terms, be irrevocable, unconditional, and provide for drafts to be honored at a banking location within Alachua County, Florida.

3. **Terms of Security.** The Permittee shall maintain compliance with all the requirements, duties, and obligations imposed by the City's Code of Ordinances, Chapter 23, Article V – *Public Rights-of-Way Obstructions*. Security shall be maintained at all times during the obstruction of the public rights-of-way. The Security shall be released or returned to Permittee no later than 15 calendar days after notice to the City of right-of-way obstruction completion, unless the City determines there is damage to City property or other costs incurred by the City.

In the event the Permittee, in the sole discretion of the City or a court of law, fails to perform any requirement, duty, or obligation imposed by Chapter 23, Article V of the Code of Ordinances, the Permittee shall be deemed in default. The City may then recover from the Security, jointly and severally, any damages or loss suffered by the City as a result of such default, including but not limited to relining the right-of-way to the same or better condition that existed when the permit was issued.

4. **Permittee's Responsibilities.** The Permittee warrants that it will maintain compliance with all the requirements, duties, and obligations imposed by the City's Code of Ordinances, Chapter 23, Article V – *Public Rights-of-Way Obstructions*, and warrants any work completed against all defects in materials and construction workmanship and also against design defects.

5. **City's Responsibilities.** The City agrees to fulfill its responsibilities as required by the City's Code of Ordinances, as may be amended from time to time.

6. **Issuer's Responsibilities.** This section is applicable only if the Permittee provided Security to the City in the form of a surety bond or a letter of credit. The Issuer agrees that the Security shall remain valid for the term of this Agreement and shall be maintained and administered in accordance with this Agreement, including the provisions specified in Section 2 of this Agreement, and that any disbursement or release of the Security during the term of this Agreement shall not be made without the express written approval and certification of the City. In the event the Security can only be issued for a limited term, the Security shall provide for automatic extensions, without requiring written amendment, for successive periods as necessary to include the full term of this Agreement. In addition, the Issuer shall provide written notice to the City at least 60 calendar days in advance of any expiration date, in the event the term of the Security will not be extended beyond the then current expiration date.

7. **Inspection.** During the term of this Agreement, the City may inspect any work as it finds necessary to ensure compliance with Chapter 23, Article V or any applicable law or regulation.

8. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the City and the Permittee, or the Issuer. The Permittee or the Issuer cannot create any obligation or responsibility on behalf of the City or bind the City in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein.
9. **Bankruptcy.** The filing by the Permittee or the Issuer of a petition for relief under federal bankruptcy laws or any other similar law or statute of the United States, or the entry of an order or decree appointing a receiver of the Permittee or the Issuer or their respective assets, shall not affect the Security or the City's rights under this Agreement.
10. **Modification and Waiver.** This Agreement may only be modified or waived in writing signed by all the parties. No course of dealing shall be deemed a waiver of rights or a modification of this Agreement. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right. No waiver of a provision of this Agreement shall apply to any other portion of this Agreement. A waiver on one occasion shall not be deemed to be a waiver on other occasions.
11. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. Any legal action, in equity or law, with respect to this Agreement shall be brought and heard in Alachua County, Florida.
12. **Sovereign Immunity.** Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.
13. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal, or unenforceable.
14. **Captions.** The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define, or otherwise affect the substance or construction of provisions of this Agreement.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.
16. **Successors and Assigns.** No parties to this Agreement shall assign or transfer any interest in this Agreement without the prior written consent of the other parties. The parties each bind the others and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Agreement.

17. **Time.** Time is of the essence in this Agreement. Whenever a notice or performance is to be done on a Saturday or Sunday or on a legal holiday observed by the City, it shall be postponed to the next business day.

18. **Notices.** Any notices pursuant to this Agreement shall be effective upon receipt and sent by either certified mail, return receipt requested, overnight courier service, or delivered in person to the following addresses:

To the City: Director of Public Works
 City of Gainesville
 P.O. Box 490, Station 58
 Gainesville, Florida 32627-0490

To the Permittee: _____

 Phone: _____
 Fax: _____

To the Issuer: _____

 Phone: _____
 Fax: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials on the dates written below.

WITNESSES:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

CITY OF GAINESVILLE:

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

I, an officer duly authorized in the state and county named above to take acknowledgments, certify on this date before me, the foregoing instrument was acknowledged by _____ the City of Gainesville. He personally appeared before me and is (check one of the below):

_____ personally known to me, or

_____ produced the following type of identification: _____

Executed and sealed by me on _____, 20____.

Notary Public

Print Name: _____

My Commission Expires: ____/____/____

WITNESSES:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

PERMITTEE:

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____, as _____ for and on behalf of _____. He/she personally appeared before me and is (check one of the below):

_____ personally known to me, or

_____ produced the following type of identification: _____

Executed and sealed by me on _____, 20____.

Notary Public

Print Name: _____

My Commission Expires: ____/____/____

WITNESSES:

Sign: _____

Print Name: _____

Sign: _____

Print Name: _____

ISSUER:

By: _____

Print Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

I, an officer duly authorized in the state and county named above to take acknowledgments, certify that on this date before me, the foregoing instrument was acknowledged by _____, as _____ for and on behalf of _____. He/she personally appeared before me and is (check one of the below):

_____ personally known to me, or

_____ produced the following type of identification: _____

Executed and sealed by me on _____, 20____.

Notary Public

Print Name: _____

My Commission Expires: ____/____/____