

THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA RIGHT-OF-WAY PERMIT

101 N. Palm Avenue
P.O. Box 128 (mailing)
Howey-in-the-Hills, Florida 34737-0128
352-324-2290 Town Hall Phone #
352-324-2126 Town Hall Fax #

Date of Issuance: _____, 20__

Permittee: _____

Address: _____ City: _____

Zip: _____

Contact person: _____

Telephone: _____ Fax: _____

The Town of Howey-in-the-Hills, a municipal corporation chartered and operating under the laws of the State of Florida (the "Town"), grants to _____ (the "Permittee"), and to the Permittee's successors and assigns, this permit to construct, operate, maintain, replace or restore, relocate and/or remove the following facilities:

The work permitted is only that work shown on the plans submitted by the Permittee, stamped "Received _____, 20 __," and labeled "_____" (the "Construction Plans"), which have been approved by the Town Engineer..

This work is along, beneath, and/or over the Town right-of-way and/or property of the Town at the following location:

Street address or description of location of work to be done: _____

and is situated between _____

and _____.

All work under this Permit is subject to the conditions of approval included in this Right-of-Way Permit, Town of Howey-in-the-Hills Code of Ordinances, and any other applicable laws, regulations or policies of the Town or of state or federal government and/or other regulating authority.

COMMENCING ACTIVITY OR WORK UNDER THIS PERMIT CONSTITUTES ACCEPTANCE BY THE PERMITTEE OF ALL THE REQUIREMENTS, RESTRICTIONS, AND CONDITIONS SET FORTH OR REFERENCED IN THIS PERMIT.

THIS RIGHT-OF-WAY PERMIT AND ALL WRITTEN COMMUNICATION FROM THE TOWN REFERRING EITHER TO THIS RIGHT-OF-WAY PERMIT OR TO THE WORK PERMITTED HEREBY CONSTITUTE A CONTRACT BETWEEN THE TOWN AND THE PERMITTEE.

Company (Contractor) Performing the Work in the Field:

Contact person: _____

Telephone: _____ Fax: _____

Emergency Contact Information: _____

CONDITIONS OF APPROVAL

1. Before undertaking the work, the Permittee must deliver to the Town Clerk a certificate of liability insurance evidencing bodily-injury and property-damage coverage equal to or in excess of the following limits: \$100,000 per person; \$300,000 per occurrence; and \$50,000 property damage. The certificate of insurance shall name the Town as an additional insured, shall be effective for all work covered by this Permit, and shall be in a form and issued by an insurance company acceptable to the Town Clerk.
2. A copy of this Right-of-Way Permit must be displayed on the job site at all times.
3. The Utility Notification Center - Sunshine One Call of Florida - must be notified 48 hours in advance of any work, at 1-800-432-4770.
4. Permittee must submit 2 copies of this Permit along with all attachments, accompanied by the fee designated by the Town Council, to the Town Engineer or his/her designee.
5. One copy of the Construction Plans shall be kept on file with the Town Clerk, and one copy shall be attached to this Permit. All work shall be performed exactly according to the plans approved by the Town Engineer. Any unapproved deviation from the approved Construction Plans will be sufficient cause to have work stopped and/or reconstructed at the expense of the Permittee.
6. The Town Clerk shall be notified twenty-four hours in advance before starting work. In the interest of public safety, all operations shall take place during daylight hours, unless

specifically authorized by Town Council, discontinued by sunset with proper signage maintained during off hours.

7. Section corner monuments and other survey markers subject to displacement shall first be referenced and later reset by a Florida Registered Surveyor.
8. All utility construction and maintenance shall be performed with proper shoring, barricades, and maintenance of traffic signage in accordance with the Manual of Uniform Traffic Control Devices, with the regulations of Florida Industrial Safety Board, and the Florida Department of Transportation Safety Manual.
9. Open cuts of roads will not be allowed unless specifically authorized by the Town, call (352) 324-2526.
10. The Permittee and its successors and assigns agree to indemnify, pay the cost of defense for, and save harmless the Town from and against all claims, suits, actions, costs, attorney's fees, expenses, damages, judgments, and decrees by reason of any person/persons or property being injured or damaged by Permittee or its employees, agents, contractors, vendors, suppliers, consultants, or subcontractors or in any way attributable to the performance, prosecution, construction, operation or maintenance of the work performed by the Permittee and resulting from the negligent acts or omissions of the Permittee or its employees, agents, contractors, subcontractors, vendors, suppliers, or consultants in connection with the work under this permit.
11. No vehicular traffic may be disrupted, rerouted, or halted, and no public road may be obstructed, without the permission of the Town's Chief of Police.
12. Excavation will not be allowed within 4 feet from the edge of the pavement. Situations which cannot meet this requirement shall require approval of the Town Engineer.
13. Promptly upon completion of its work, the Permittee shall repair and restore the right-of-way to its original condition or better. Unless otherwise approved by the Town, Permittee shall have 180 days from commencement of work to complete the work and make repairs and/or restoration.
14. Unless otherwise approved by the Town Council, all facilities constructed or installed under this permit shall be dedicated to the Town upon completion of the work, and the Permittee shall execute and deliver such documentation of the dedication as the Town may reasonably request from time to time.
15. If the construction and installation of the facilities in the right-of-way requires the Town's road to be widened, repaired, reconstructed or improved, the Permittee shall perform such work at no cost to the Town and in a manner acceptable to the Town.
16. If activity by the Town occurring in the right-of-way prior to dedication of the facilities requires the facilities to be relocated, the Permittee must bear the cost to relocate the permitted facilities. The Town will give the Permittee a 180-day notice to relocate. The Permittee must submit new plans showing where the new facilities will be located. The new plans must be approved by the Town Engineer before the Permittee may commence its relocation.

17. At Permittee's expense, Permittee or the Town shall repair any defects in the facilities for 36 months after the date of completion of work.
18. If a Permittee fails to restore the right-of-way, including any paved surface, decorative pavers, curbs, or fixtures, to its original condition or better, or fails to complete such restoration work by the completion date specified herein or as otherwise specified by the Town, the Town may perform any work or undertake any action that it deems necessary to complete such work and/or restore the right-of-way. The Permittee shall reimburse the Town for any such costs. In the event the Permittee does not reimburse the Town, the Town may set-off amounts by any and all amounts the Town may owe the Permittee or its successor from time to time.
19. All repair, restoration, widening, construction, reconstruction, or improvement to the right-of-way shall be in strict compliance with the construction plans approved by the Town Engineer. Work not in compliance with the construction plans shall be promptly brought into compliance, at no expense to the Town. Failure to correct the non-compliance is grounds for the Town to issue a stop-work order, seek injunctive or other appropriate judicial remedy or relief, and take such other action as may be necessary or useful to protect the Town's interests, including withholding the issuance of related building permits and certificates of occupancy.
20. Additional work or revisions not authorized by the Construction Plans require approval by the Town Engineer and the Town Council.
21. The Permittee must obtain the inspection and approval by the Town Engineer of all labor and materials during all phases of work. Final inspection and acceptance of work by the Town Engineer must be obtained to document the completion of the work. Work is deemed incomplete until the Town Engineer has signed and dated a certificate of completion.
22. This Permit expires and is null and void if a material portion of the work is not commenced within ninety days of the date of issuance or is not completed within one year from the date of issuance.
23. This Permit may be revoked by the Town Clerk if the Town Engineer determines the work performed is or will be detrimental in a material manner to the health or safety of the public or result in an unreasonable increase in the Town's maintenance requirements.
24. Other Conditions of Approval:

APPROVED this _____ day of _____, _____, by the Public Services Director of the Town of Howey-in-the-Hills, Florida.

ATTEST:

Morgan Cates, Public Works Director

John Brock, Town Clerk

Town Hall Staff:

Printed name: _____

Printed name: _____