



# Right-of-Way Use Permit No.:

Permit is issued by City of Sarasota Neighborhood & Development Services - Engineering Division

1565 First Street, 2nd Floor, Sarasota Florida 34236

Telephone numbers:	Inspections: (941) 954-4126	Questions: (941) 365-2200 Ext: 4405 or 4367	Fax: 954-4178
<b>Site Address or Location of Work</b>			Application Date
<b>Applicant Information</b>	Applicant Name (First and Last)		Name of Company (if applicable)
	Applicant Phone No. (Mobile preferred)		Applicant Address (include City and State)
	Applicant Fax No.		Applicant Email Address
	24 Hr Contact person (Name)		24 Hr Contact person (Mobile Phone No.)
<b>Owner Information</b>	Name		Property Address
	Telephone No.		City, State, Zip Code

## NEIGHBORHOOD & DEVELOPMENT SERVICES INSPECTION LOG

Date / Time:	INITIAL Pass	INITIAL Reinspection reqd	FINAL Pass	FINAL Reinspection reqd	Initial:
Comments:					
Date / Time:	INITIAL Pass	INITIAL Reinspection reqd	FINAL Pass	FINAL Reinspection reqd	Initial:
Comments:					
Date / Time:	INITIAL Pass	INITIAL Reinspection reqd	FINAL Pass	FINAL Reinspection reqd	Initial:
Comments:					
Date / Time:	INITIAL Pass	INITIAL Reinspection reqd	FINAL Pass	FINAL Reinspection reqd	Initial:
Comments:					

### DESCRIPTION OF WORK /NOTES:

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<b>City Specifications</b>		Yes:	No:	Engineered signed and sealed design with plan view, cross section, & manufactory spec's, required.
<input type="checkbox"/> Driveway	<input type="radio"/> Concrete	<input type="radio"/> Paver	<input type="radio"/> Other	<input type="checkbox"/> On-Street Parking _____ #Spaces
<input type="checkbox"/> Sidewalk	<input type="checkbox"/> Handicap Ramp	<input type="checkbox"/> Curb and Gutter	<input type="checkbox"/> Crosswalk	<input type="checkbox"/> Closure
<input type="checkbox"/> Parkway/Utility Strip	<input type="checkbox"/> Median	<input type="checkbox"/> Landscaping	<input type="checkbox"/> Irrigation	<input type="checkbox"/> Road/Alley
<input type="checkbox"/> Road/Alley	<input type="checkbox"/> Milling/Overlay	<input type="checkbox"/> Signage	<input type="checkbox"/> Striping	<input type="checkbox"/> Lane
<input type="checkbox"/> Unimproved Right-of-Way	<input type="checkbox"/> Storage/Staging	<input type="checkbox"/> Special Event	<input type="checkbox"/> Minor Ench Agr	<input type="checkbox"/> Sidewalk
<input type="checkbox"/> Utility Work <small>(City Utilities - Water - Sewer - Storm)</small>	<input type="checkbox"/> Bubbler Box	<input type="checkbox"/> Street Light	<input type="checkbox"/> Traffic Light	<input type="checkbox"/> Bike Lane
Other:				

Construction/Obstruction-Start Date:	Construction/Obstruction---End Date:	Extend From:	Extend To:
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<input type="checkbox"/> Construction Bond/Deposit	<input type="checkbox"/> Construction Lab Testing	<input type="checkbox"/> Contact All Affected Utilities (Public and Private)
<input type="checkbox"/> Maintenance of Traffic Plan (see M.O.T. Form)	<input type="checkbox"/> 72 Hr Notice	<input type="checkbox"/> 48 Hr Notice
<input type="checkbox"/> Public Notice	<input type="checkbox"/> Public Meeting	

If this box is checked the applicant must provide a surety deposit acceptable by the City Commission in the minimum amount of \$5,000.00 or \$ \_\_\_\_\_ which is equal to 115% of a Registered Professional Engineer's cost estimate.

Approval by City Engineering

Approval Date

**Part A**

**Permit Agreement:**

1. Be solely responsible for the maintenance and repairing permitted items in a neat, clean, safe and code compliant condition at all times adjacent to the real property.
2. Be solely and exclusively responsible for assuring no further or additional encroachments into the public right-of-way other than what is being approved unless same is approved by a written addendum to this Agreement. At such time the permitted item [s] are no longer needed or desired it or they will be removed from the right-of-way at the owners expense.
3. At all times during the term of this agreement the City shall have the ability, in its sole and absolute discretion, to remove the approved items should same be necessary in order to access public utilities whether above or below ground and only be required to replace City's adopted construction standards established in the EDCM.
4. This agreement shall run with the land and is not personal to current owner so that subsequent owners of the real property my retain the approved items permitted by the terms of this agreement. Consequently, all subsequent owners of the real property will be fully responsible for all of the obligations of this agreement therefore must be notified upon the sale of real property.
5. The City shall give the owner of permitted items written notice to the address fault [s], providing ten (10) business days to correct fault [s], or make safe until fault [s] can be corrected. If fault [s ] are not corrected, or made safe, the City shall have the right to immediately remove or repair the items permitted and bring fault [s] into compliance. If the City does the work all cost will be at the sole expense of the owner. An itemized bill will be sent to the owner of the related work giving thirty (30) days to pay at such time will be turned over to Code Compliance.
6. Should it be necessary for City to bring any action against permittee to enforce any of the covenants, provisions or conditions of this Permit, permittee agrees to pay all costs attendant thereto, including a reasonable attorney's fee to the attorney representing the City, and such obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof. The obligation of permittee shall include attorney's fees incurred by City at the trial court or appellate court level of proceedings.
7. Owner shall maintain public right-of-way so as not to interfere with the movement of people or vehicles along any public right-of-way, including interference with visibility. In the event that the City shall require access to the public right-of-way, the property owner shall remove all or any portion of the landscaping thereon, at the sole expense of the owner, upon demand of the City (City Code Section 16.49). The owner also understands the City reserves the right to replace the public right-of-way to the City's adopted construction standards established in the EDCM, including but not limited to driveways, sidewalks, walkways, mailboxes and plantings (City Code Section 29.5).

Signature:

Print:

**OWNER: I have read part A and I hereby agree to all the terms under which this permit is issued:**

**Part B**

**Permit Instructions:**

1. The City Engineer MUST be notified at least 72 hours prior to commencement of construction operations and given (A) time limits, (B) traffic control systems for the operation.
2. All construction and restoration must meet Sarasota City Standards before work can be considered complete and before Applicant will be released from said responsibility.
3. Temporary and Permanent pavement restoration - temporary pavement shall provide a smooth, all weather surface at all times. Permanent pavement restoration shall be done as soon as all installation work is completed. Restoration area shall be maintained by permittee for a period of two (2) years from date of permit completion.
4. Contractor shall call Sunshine One Call 48 hours before digging at 811 and provide Permit.

**Part C This permit is issued subject to the general provisions of the Standard Specifications of the City of Sarasota, which**

1. All required sketches, plans and cross-sections covering details must be retained at the job site and an additional copy filed with the City Engineering Division.
2. The Applicant shall make all necessary provisions for the accommodation and convenience of traffic and shall take such safety measures, including the placing and display of caution signals in accordance with the "Manual on Traffic Controls and Safe Practices for Standard Highway Construction, Maintenance and Utility Operations"; and shall also prevent any obstructions or conditions which are or may be dangerous to the traveling public. No street or lane will be totally blocked without the specific authority of the City Engineer. The City reserves the right to stop work should traffic controls prove to be inadequate.
3. No later than 72 hours prior to any excavation in paved areas and/or any authorized street closing, Applicant must notify: The City Police Department, Sarasota County Fire Department and Emergency Services, Sarasota County School Board and Sarasota County Transit Authority. Such notifications indicate the date, length of closing and project limits, i.e., Main Street from A Avenue to B Avenue.
4. Fire hydrants shall be left accessible at all times.
5. There shall be no disruption of existing utilities without specific authority.
6. The flow of storm water shall be unimpeded in all drainage facilities.
7. Applicant shall make all necessary provisions for the control of erosion/sedimentation in accordance with Engineering Design Criteria Manual Regulations.
8. All excavation across paved streets shall be back filled and temporarily patched with "cold mix" asphalt concrete before the end of each working day.
9. The City of Sarasota Neighborhood & Development Services will inspect all phases of restoration pavement repairs when the temporary asphalt patch is in place, and after the permanent patch has been applied.
10. The City can demand the compaction tests be performed by a reputable testing lab, at any location or time deemed necessary and the cost of said tests to be borne by the Applicant.
11. All work shall be done in such a manner as to interfere as little as possible with public convenience and safety.
12. Both public and private property of whatever nature occupied or affected hereunder, shall be maintained and preserved from damage during the operations and clean up, and restored to it's original or better condition upon completion of cessation of work.
13. All suits, actions or claims of whatever nature may arise occasioned either directly or indirectly by the work permitted or the special privileges granted hereunder, shall be assumed by the Applicant. The City Commission, and all its officers, agents and employees shall be indemnified and saved harmless there from.
14. Two section of existing sidewalk on either side of a new driveway shall be replaced when existing sidewalk is not ADA compliant.
15. The City reserves the right to revoke this permit without other formality then that of notifying the Applicant to this effect.
16. The City reserves the right to replace driveways, walkways and sidewalks with standard concrete paving only, regardless of the original paving material.
17. The penalty for violation of any of the terms of this permit shall be: Revocation of permit, refusal by the City to issue further permits, fines and/or jail sentence.

The applicant declares that prior to filing of this permit; he/she has ascertained the location of all existing utilities, both aerial and underground. Application also declares that notice of this proposed work under this permit was furnished to each Utility. All required sketches, plans and cross-section covering details of this work shall be attached to and become a part of this permit. Any changes made to the drawings or stipulations must be approved and shall become part of the permit. All required sketches, plans and cross-section must be retained on-site.

Signature:

Print:

**CONTRACTOR: I have read and understand the part B & C and I hereby agree to all the terms under which this permit is issued:**

Signature:

Print:

**OWNER : I have read and understand part B & C and I hereby agree to all the terms under which this permit is issued:**