



City of Longwood
Department of Public Works

Right-of-Way Utilization Permit #: \_\_\_\_\_ - \_\_\_\_\_

The City of Longwood, a political subdivision of the State of Florida, hereinafter called the "Permit Grantor," "City," or "City of Longwood" hereby grants: As a contractor for: (Check box if applicable)

Hereinafter called the "Permittee," a permit to:
\_\_\_ Construct / Install, \_\_\_ Operate, \_\_\_ Maintain, \_\_\_ Replace / Restore, or \_\_\_ Remove
certain driveway(s), facilities, utilities, structures or landscaping listed below:

\_\_\_\_\_
\_\_\_\_\_

Work to be permitted is shown on an attached geographical description, sketch or survey. This work is along, beneath, and/or over the right-of-way and/or property of the City of Longwood at the following location:

Street Address or description of location: \_\_\_\_\_

and is situated between \_\_\_\_\_

and \_\_\_\_\_

~~REQUIRED (If applicable): Communications Facilities – Registration Expires: \_\_\_/\_\_\_/\_\_\_~~

All work permitted is subject to the Conditions for Approval as included in this Right-of-Way Utilization Permit, City of Longwood Code of Ordinances, payment of applicable permit fees and any other applicable laws, regulations, standards or policies of the City, County, State or Federal government and/or other regulating authority.

Florida Law: Underground utilities must be located prior to any work in the Right-of-Way.

Contractors must call Sunshine at 1-800-432-4700.

Signing below implies acceptance to all requirements stated, in writing, as condition of the issuance of the Right-of-Way Utilization Permit. The Permit, conditions of approval, and any letters from the City of Longwood referring to this permit are all to be considered as part of this Right-of-Way Utilization Permit Agreement. See attached for additional conditions to this permit.

(Please Print)

Permittee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_ Cell: \_\_\_\_\_

Permittee Signature: \_\_\_\_\_

Authorized By: \_\_\_\_\_ Date of Issuance: \_\_\_/\_\_\_/\_\_\_

\*NO WEEKEND WORK WITHOUT PRIOR AUTHORIZATION

Utility/Permit Administrator Information:

Phone: 407.263.2382 Fax: 407.263.2390 Email: [jtackett@longwoodfl.org](mailto:jtackett@longwoodfl.org)

Photos Required: \_\_\_ Sod Placement Required: \_\_\_

Storm Water BMP Installation Required: \_\_\_ Wastewater Pipe Televising Required: \_\_\_

Storm Water Pipe Televising Required: \_\_\_ Public Notification Required: \_\_\_

Survey Marker or Geodetic Monument Replacement Required: \_\_\_

Pavement Restoration Required: \_\_\_

Curb or Sidewalk Restoration / Replacement Required: \_\_\_

Other Restoration Required: \_\_\_

Other Comments:

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CONDITIONS OF APPROVAL:

1. The Right-of-Way Utilization Permit will be completed with the description and nature of the proposed work fully described in writing.
2. **The Utility Notification Center – Sunshine One Call of Florida must be notified 72 hours in advance of any work. Their phone number is 1 -800-432-4770.**
3. The name of Facility Owner (Permittee), any contractor and / or subcontractor performing work relating to the work described and approved in this Right-of-Way Utilization Permit will be denoted along with contact information during and after work hours along with emergency contact information.
4. Along with a description of work and location of work, a geographic description, scaled drawing or survey may be requested. Information that may be required for inclusion in the survey are:
  - a. Geographical description of work to be done,
  - b. Right-of-way lines,
  - c. Sidewalks,
  - d. Description of area of land, pavement, and / or curb disturbing activity,
  - e. The offset distance from the centerline of the proposed work shown with all distances and sizes clearly indicated,
  - f. Cross section(s) denoting locations of other utilities in the area being disturbed / impacted,
  - g. Location of all storm water system elements such as pipes, outfalls, drop inlets, catch basins, retention ponds, control structures, swales or other components of the storm water system,
  - h. A description of any storm water related Best Management Practices that will be used to mitigate against erosion, sedimentation, and deposit / release of nutrients / pollutants to the neighboring properties, water bodies, natural watercourses, and / or storm water system.
  - i. Maintenance of Traffic (MOT) plan,
  - j. All of the above, if requested, shall be clearly marked with sizes, dimensions, and other pertinent information clearly marked.

5. Section corner monuments and other survey markers subject to displacement shall first be referenced and later reset by a Florida Registered Surveyor in accordance with State Law.
6. This Right-of-Way Utilization Permit is to be signed by the applicant or their legally empowered agent.
7. Contractor performing the work must be licensed / registered for the type of work noted in the permit.
8. The construction, operation, and maintenance of such utility / work shall not interfere with the property and rights of a prior occupant.
9. The construction, operation and maintenance of such utility / work shall not create obstructions which become dangerous to the traveling public.
10. Maintenance of Traffic (MOT) and safety procedures will follow Florida Department of Transportation (FDOT) Standards and Specifications and the Manual of Uniform Traffic Control Devices (MUTCD).
11. Digital photos may be required prior to the start of work and completion of work by the permittee.
12. Any finished work that does not meet City standards, permit requirements, or is deemed hazardous to public safety, shall be subject to correction or removal at the direction of the City and at the Permittee's expense. The City shall retain the right to modify, suspend, or revoke any permit or permit term or condition in order to protect public safety, public or private property and/or City infrastructure. The City will provide notice of any such modifications, suspension, or revocation either verbally or in writing
13. Right-of-Way restoration will be inspected by the City of Longwood periodically for the period of one (1) year of final restoration approval. Should any defects be encountered, the Permittee will have between seven (7) and thirty (30) days, depending on severity and impact to the traveling public safety, to correct said defects. If conditions warrant immediate action, the Permittee shall take immediate action. The City may take corrective action if the situation warrants. After one (1) year from final restoration approval, the responsibility for the permitted site will revert to the City unless permit conditions note otherwise. This provision does not apply to Permittee's driveway(s), utilities, facilities or improvements, which are required to be operated, maintained and repaired at Permittee's expense.
14. To ensure that hazards do not impact the owners, residents, property, or environment, the City of Longwood maintains the right to inspect all materials and equipment used on or in conjunction with the work outlined in this Right-of-Way Utilization Permit.
15. **Permittee shall indemnify and hold harmless the City, its elected and appointed officials, officers, agents and employees harmless from and against any and all claims, suits, actions, penalties, costs, losses, liabilities, damages, adverse matters and causes of action (or any combination thereof), including, but not limited to, attorneys' fees and litigation costs at trial and appellate levels, personal injury, sickness, disease, death, real property damage, and personal property damages that may arise or do arise solely or partially from errors, omissions, negligent acts, recklessness, wrongful acts, or gross negligence of the Permittee and its officers, subcontractors, agents, or employees (or any combination thereof) as a result of or during the performance of Work or the construction, installation, operation, repair and maintenance of any driveway, utilities, facilities or improvements authorized by or relating to this Permit, or any combination thereof. Such indemnity and hold harmless provision require Permittee to reimburse City (and other indemnified parties) for all costs,**

**attorney's fees (utilizing attorneys selected by or agreeable to the City), experts' fees, expenses and liabilities incurred by City (and other indemnified parties) in or by reason of the defense of any such claim, suit, action or other indemnified claim, and the investigation thereof. Permittee acknowledges and agrees that it assumes the full risk for placement of its improvements being authorized by this permit within the right-of-way. In no event shall the City and its elected and appointed officials, employees, contractors, engineers and agents be responsible for damage caused to any Permittee owned or operated driveways, utilities, facilities or improvements placed within the City's rights-of-way pursuant to this Permit, whether such damage is caused in whole or part by the City and its officers, employees, contractors, engineers and agents, and Permittee hereby releases and disclaims any of such claims, actions and damages. Nothing in herein shall be deemed to affect the rights, defenses, privileges and immunities of the City and its officials, employees and agents as set forth under federal and state law, including without limitation, under § 768.28, Florida Statutes. This provision survives termination of this Permit.**

16. Permittee shall, at Permittee's expense, cause the repair and restoration of any damage or injury to the right-of-way and sod, landscaping, facilities, pavement and other improvements therein and to any other City property caused during Permittee's work or other activities within the right-of-way or otherwise resulting from the Permittee's driveway(s), utilities, facilities or improvements placed within the right-of-way. If such damage or injury occurs outside of the time set forth in section 25 for the initial work permitted herein, Permittee shall repair and restore the same promptly within the earlier of: (i) seven (7) days of notification to Permittee by the City; and (ii) seven (7) days from Permittee first becoming aware of such damage or injury; provided however, in an emergency circumstance affecting the health, safety and welfare of the public or surrounding residents or businesses, Permittee shall take immediate action upon becoming aware of such circumstance to alleviate any dangerous situation or unsafe condition. Such repair and restoration shall be implemented to a condition at least equal to that which existed immediately prior to the infliction of such damage or injury. Restoration work will, at a minimum, meet City Standards denoted in the Conditions of Approval of this Right-of-Way Utilization Permit and shall be subject to inspection and approval (or rejection) by the City. Further, Permittee shall, at Permittee's expense, be responsible for the repair and restoration of any damage or injury to any third party's property, improvements or facilities caused during Permittee's work or other activities within the right-of-way. City, at all times, retains the right (without notice to Permittee) to take emergency corrective actions or other safety precautions to protect the traveling public and the health and safety of the public and surrounding residents and businesses. Permittee shall reimburse the City for any and all expenses incurred by the City concerning the inspection and approval of Permittee's repair and restoration work, and for the City performing emergency corrective actions or safety precautions arising from or concerning Permittee's driveway(s), facilities, utilities or improvements. In the event Permittee fails to timely repair and restore any damage or injury or alleviate a dangerous situation or unsafe condition, the City shall have the right, but not the obligation, to cause such repair and restoration and to charge Permittee for the full costs of the same, which Permittee shall be liable for paying immediately upon receipt of an invoice from the City.
17. All portions of the right-of-way other than paved areas disturbed by the construction under this Permit shall be grassed, mulched, and / or sodded unless shown otherwise in the Permit documents.

18. The Permittee shall televise and record all sanitary sewer mains, sanitary sewer laterals, any other sanitary sewer component, and / or any storm drainage system components that are within the area of work described in this Right-of-Way Permit before and after performing the work authorized by this Permit. These tapes and / or recorded disc are to be delivered to the City for review and permanent filing.
19. Any work that may affect storm water quantity or quality shall require the installation of proper storm water Best Management Practices (BMPs). Devices or actions to be implemented must comply with the Florida Department of Environmental Protection Storm Water, Erosion, and Sedimentation Control Inspector's Handbook.
20. All overhead installations shall conform to clearance standards of the Florida Department of Transportation (FDOT) and all underground crossing installations shall be laid at a minimum depth of thirty (30) inches below the pavement / finished ground surface or at such greater depth as the City of Longwood may require.
21. In the event of the widening, repair, or reconstruction of said right-of-way or installation or relocation of any utilities or other facilities therein, the Permittee shall, upon written notice from the City and at Permittee's expense, be responsible for the relocation or removal as directed by the City of Permittee's driveway(s), facilities, utility installation(s) and other improvements within the right-of-way at no cost to the City.
22. This Permit should be considered as granting a revocable permissive use license only. The placing of driveways, utilities, facilities and other improvements upon the City right-of-way as may be authorized pursuant to this permit shall not be construed as creating or vesting any property rights to the Permittee. Any Permittee driveway(s), utilities, facilities or other improvements authorized by this permit to be placed or to remain within the right-of-way is granted revocable permissive use in one-year increments with automatic renewals each year, subject to termination, at any time, by the City of Longwood upon thirty (30) days written notice to the Permittee. Upon termination of this permit by the City, the Permittee shall, at Permittee's sole expense, cause the removal of all Permittee's driveway(s), utilities, facilities and improvements within the right-of-way, except to the extent otherwise determined by the City, and Permittee shall cause the restoration and repair of other improvements within the right-of-way damaged or disturbed by such removal activities.
23. Emergency Work – In the event of an emergency, the facility owner may be allowed to affect the necessary repairs in advance of receiving a permit. However, the application must be submitted and received in the Public Works Department's Office before the end of the following business day.
24. Any and all driveways, utilities, facilities or other improvements authorized to remain in the right-of-way by this permit shall be properly operated, maintained and repaired in a safe and serviceable condition by the Permittee, at Permittee's expense. Permittee shall obtain further permission from the City prior to conducting maintenance and repair activities that are not being conducted within the timeframe set forth in section 25 of this permit, except for routine maintenance and repair of wireless facilities. The City may require the applicable owner(s) of the property benefiting from (and, if applicable, other parties with an interest in the adjacent property or improvements being installed) the driveway(s), utilities, facilities or improvements being placed in the right-of-way to execute a right-of-way maintenance agreement in a form and with conditions acceptable to the city that more specifically addresses the operation, maintenance and repair responsibilities.
25. THE CONDITIONS OUTLINED ARE ACCEPTED BY THE APPLICANT AND CONTRACTOR - This permit is not transferable and is VOID after sixty (60) days from the date of approval unless

Permittee has initiated work. The applicant agrees, upon completion of any work, to Satisfactorily complete all the work authorized by the permit within a period of calendar days.

26. Work within the right-of-way under construction shall be within the times allowable for work as outlined in the City of Longwood Code of Ordinances, except where the work must proceed in order to protect the public interest as outlined elsewhere in this Right-of-Way Utilization Permit.
27. If the Permittee is seeking to install one or more communications facilities in the right-of-way, Permittee shall be subject to all requirements contained in Chapter 78, Article II of the City of Longwood Code of Ordinances, which is hereby incorporated in full by reference. In the event of a conflict between a provision of this permit and a provision of the Longwood Code of Ordinances, the provision of the Longwood Code of Ordinances shall control to the extent of the conflict.
28. The applicant shall render payment to the City for the applicable permit fee(s) at the time of submitting this application. Please see Appendix B of the Longwood City Code, as may be amended from time to time, for applicable permit fees.
29. By acceptance of the permit, Permittee agrees to the terms and conditions herein.

**Completed Right-of-Way Utilization Permits may be sent electronically:**

**[jtackett@longwoodfl.org](mailto:jtackett@longwoodfl.org)**

**or**

**via mail:**

**City of Longwood  
Department of Public Works  
907 E. State Road 434  
Longwood, Florida 32750  
407-263-2382**