



***Our Goal***  
*To create an exceptional City that celebrates diversity; offers safe, attractive neighborhoods; economic opportunity; quality public spaces; cultural enrichment; and visual beauty.*

**PUBLIC WORKS  
ENGINEERING DIVISION**

**To:** All City of Lakeland Right of Way Use Permit Applicants  
**From:** David Stroud, Engineering Tech I  
**Date:** June 1, 2019  
**Subject:** **Instructions and Basic Requirements for Obtaining a Right of Way Use Permit**

Let me begin by saying “Welcome to the City of Lakeland.” Some of you have been living in, or have been doing business in the City for many years, and some of you may be newcomers to the area. If you have never done business with the City before, let me assure you that we will make every effort to help you through the permitting process.

First, let’s start with the possible reasons why you might need this permit. This permit is primarily for commercial activities. Meaning that when a business is constructed next to a City maintained street, the improvements that are to be built within the right of way of that street require this permit. Driveways, sidewalks, and utilities, are just some of the items this permit covers. Repair of an existing feature, or utility, in the right of way would also require this permit. Work within a City dedicated easement, or work on City property would also require this permit.

In general, this permit would not be used for residential issues. One exception would be if you were renovating an existing home and you needed to set a dumpster in the street or next to the roadway. Your dumpster contractor, or yourself could apply for the permit.

If you are going to be doing non-utility work, there will be fees involved. Please refer to the chart contained in this package for a schedule of those fees. Permits that require the payment of fees must be submitted through the eTRAKiT system. <https://etrakit.lakelandgov.net/>

Any work taking place in the right of way requires “**Maintenance of Traffic**”. Simply put, you need to make sure the motoring public has enough warning that they are approaching your work zone, and that you provide a safe passage through it. If this is not practical, then you will need to detour them to another street, so they can get to where they’re going safely. If you are not properly trained to do this, then you need to hire someone who is.

The hold harmless is to be executed by the applicant.

Insurance is required with this permit for any activity in the Right of Way. Either the Applicant or the Contractor can provide the necessary proof of insurance for the project. **Minimum insurance limits are as follows: \$1,000,000.00 of Commercial General Liability (per occurrence), \$500,000.00 of Business Automobile Liability (per occurrence), and proof of Worker's Compensation coverage, or a copy of your exemption.** The City of Lakeland is also to be named "as Additional Insured to the extent of the City's interests arising from this Right of Way Permit", for both General Liability and Auto Liability, but not for Worker's Compensation. **If you have an Umbrella Liability policy, it must state that it follows form.** Be sure to tell your agent that you are getting a Right of Way Permit, and that is why the changes are needed. Your insurance agent will be familiar with these requirements and can make the changes to your policies. If it is determined that a higher than usual risk is associated with your proposed activity, higher insurance limits than the aforementioned, may be required. **If you are a contractor, and have insurance on file with the Building Inspection Division, be advised that the requirements are not the same for a Right of Way Use Permit as a Building Permit.** Your insurance information needs to be submitted with the permit application. It can be faxed to me at (863) 834-6188, or e-mailed. Please provide this information to your insurance agent and they will handle it from there.

A sketch of your proposed work is required. It needs to show what you're doing, how you're going to do it, and the other features around it. If your submittal is for a commercial site that has already been reviewed and approved by city staff, you do not need to submit any drawings. I will use the approved plans for the permit. You will also need to have the utilities located prior to submittal. Call Sunshine One-Call of Florida at 1-800-432-4770. They will contact the area member utilities, so they can come out and locate their facilities for you. This is very important and valuable to you. Damaged utilities are very dangerous and expensive, and the phone call is free.

**Be sure to read the entire form carefully before submitting. The permit is a legal instrument and both the Application and Hold Harmless need to be signed by the Applicant.** If you have questions about anything on the form, please call me at (863) 834-8437.

The City of Lakeland will work with you in a spirit of cooperation to help you achieve the completion of your project within the rules of the permit.

We'll help you every step of the way!

Rev. 6/19

Public Works Dept./Engineering Div. 228 S. Massachusetts Av. Lakeland, FL. 33801  
Phone: (863) 834-6040 Fax: (863) 834-6188  
email david.stroud@lakelandgov.net



# CITY OF LAKELAND

## RIGHT OF WAY USE PERMIT

PERMIT NUMBER \_\_\_\_\_  
 PERMIT ISSUE DATE \_\_\_\_\_  
 PERMIT EXPIRATION DATE \_\_\_\_\_

TYPES OF ACTIVITIES WHICH NORMALLY REQUIRE THE APPLICATION FOR THIS PERMIT WOULD INCLUDE THE PLACEMENT, OR REPAIR OF ANY OBJECT, STRUCTURE, OR FACILITY WITHIN A PUBLIC DEDICATED RIGHT-OF-WAY OR EASEMENT, OR CITY OWNED PROPERTY, WHETHER ABOVE GROUND, OR UNDERGROUND.

NAME OF APPLICANT: \_\_\_\_\_  
 TELEPHONE NUMBERS: \_\_\_\_\_  
 ADDRESS OF APPLICANT: \_\_\_\_\_  
 PROPOSED WORK TO BE CONSTRUCTED BY: \_\_\_\_\_  
 NAME OF STREET RIGHT-OF-WAY: \_\_\_\_\_  
 LOCATION OF ITEM TO BE PERMITTED: \_\_\_\_\_  
 TYPE OF ITEM TO BE PERMITTED: \_\_\_\_\_  
 NATURE OF UTILITY WORK TO BE PERFORMED: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUBMIT ONE (1) APPLICATION PACKAGE WITH ORIGINAL SIGNATURE TO PUBLIC WORKS DEPT.**

1. THE ACCOMPANYING CONSTRUCTION DRAWINGS SHALL PROVIDE BOTH PLAN AND PROFILE VIEWS OF THE IMMEDIATE VICINITY OF THE PROPOSED INSTALLATION IN SUFFICIENT DETAIL TO ACCURATELY DEPICT THE SPATIAL RELATIONSHIP OF THE PROPOSED INSTALLATION TO ALL EXISTING UNDERGROUND AND ABOVE GROUND UTILITIES AND ANY OTHER SIGNIFICANT TOPOGRAPHIC FEATURES OF THE LAND, SUCH AS PAVEMENT, DITCHES, STORM SEWER FACILITIES, ANY OTHER STRUCTURES, AND THE LOCATION OF RIGHT-OF-WAY LIMITS.
2. ALL OVERHEAD INSTALLATIONS SHALL CONFORM TO CLEARANCE STANDARDS OF THE NATIONAL ELECTRIC SAFETY CODE OR FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY ACCOMMODATION MANUAL, WHICHEVER IS APPLICABLE. ALL UNDERGROUND CROSSING INSTALLATIONS SHALL BE LAID AT A MINIMUM DEPTH OF THIRTY (30) INCHES BELOW THE PAVEMENT AND AT A MINIMUM OF TWELVE (12) INCHES BELOW DITCH GRADE. EXCEPTION MAY BE MADE IN SPECIAL CASES BY AUTHORITY FROM THE DIRECTOR OF PUBLIC WORKS.
3. THE CONSTRUCTION AND MAINTENANCE OF THE PROPOSED INSTALLATION SHALL NOT INTERFERE WITH THE PROPERTY AND RIGHTS OF PRIOR APPLICANTS OR OTHER UTILITY OWNERS HAVING EXISTING FACILITIES LOCATED WITHIN THE REFERENCED PUBLIC RIGHT-OF-WAY. IN CASES WHERE CONFLICTS WILL RESULT DUE TO THE PROPOSED INSTALLATION, THE APPLICANT AGREES TO ARRANGE WITH THE OTHER AFFECTED PARTIES THE ADJUSTMENT OR RELOCATION OF THEIR FACILITIES, AT NO EXPENSE TO THE CITY.

APPLICANT(S) ACKNOWLEDGES AND ACCEPTS ALL APPLICABLE CONDITIONS AND PROVISIONS OF THIS PERMIT AS STIPULATED IN THIS APPLICATION. BY SIGNING THIS APPLICATION, APPLICANT AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF LAKELAND FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS, SUITS, OR JUDGEMENTS WHATSOEVER, IN CONJUNCTION WITH ANY LOSS, COSTS OF EXPENSES, INCLUDING ATTORNEY'S FEES, RESULTING FROM INJURY OR DEATH OF ANY PERSON OR PERSONS AND LOSS OF OR DAMAGE TO PROPERTY CAUSED BY, RESULTING FROM, OR IN ANY WAY ASSOCIATED WITH THE PROPOSED WORK WITHIN THE RIGHT-OF-WAY REFERENCED ABOVE, AND THE CLOSURE OF THAT STREET, IF APPLICABLE.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
 (APPLICANT)

### FOR DEPARTMENT USE ONLY

APPROVED  
 DISAPPROVED \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE TITLE DATE  
 CONSTRUCTION PLANS REQUIRED  YES  NO

MAINTENANCE OF TRAFFIC PLAN REQUIRED  YES  NO APPROVED (TRAFFIC ENGINEER) \_\_\_\_\_ DATE \_\_\_\_\_

IN THE EVENT OF ANY REQUIRED TRAFFIC DETOUR OR LANE CLOSURE NOTIFY THE TRAFFIC OPERATIONS DIV., 834 E. ROSE ST. (48) FORTY-EIGHT HOURS IN ADVANCE. TELEPHONE NUMBER (863) 834-3490

BOND: <input type="checkbox"/> REQUIRED <input type="checkbox"/> NOT REQUIRED <input type="checkbox"/> CASH <input type="checkbox"/> SURETY	INSURANCE ON FILE	RISK MANAGEMENT APPROVAL
AMOUNT OF _____ DATE EXPIRED _____	<input type="checkbox"/> YES	_____
CASH/SURETY _____ DATE RELEASED _____	<input type="checkbox"/> NO	DATE _____

**NOTE:**  
 ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH CITY OF LAKELAND STANDARDS AND UNDER THE DIRECTION OF THE PUBLIC WORKS-ENGINEERING DIVISION. YOU MUST CONTACT ENGINEERING INSPECTION LOCATED AT 228 S. MASSACHUSETTS AV. AT THE TELEPHONE NUMBER SHOWN IN THE REMARKS SECTION OF THIS PAGE. THEY ARE TO BE NOTIFIED 48 HOURS PRIOR TO THE START OF ACTUAL CONSTRUCTION AND IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. WORK THAT IS AUTHORIZED UNDER THIS PERMIT THAT IS TO BE PERFORMED AFTER NORMAL WORKING HOURS, ON WEEKENDS, OR HOLIDAYS MUST RECEIVE PRIOR APPROVAL FROM THE ABOVE NOTED CITY REPRESENTATIVE.

THE APPLICANT SHALL COMMENCE ACTUAL CONSTRUCTION WITHIN SIXTY (60) DAYS FROM THE DATE OF SAID PERMIT APPROVAL AND SHALL COMPLETE WITHIN \_\_\_\_\_ DAYS. PERMIT FOR CONSTRUCTION SHALL EXPIRE ON \_\_\_\_\_ AND ANY CONSTRUCTION AFTER THAT DATE RELATED TO THIS PERMIT APPLICATION WILL REQUIRE WRITTEN NOTICE OF EXTENSION OF PERMIT BEFORE WORK IS AUTHORIZED TO CONTINUE WITHIN THE RIGHT-OF-WAY. THE PERMIT MAY BE REVOKED AT ANY TIME BY THE DIRECTOR OF PUBLIC WORKS FOR FAILURE OF THE APPLICANT TO COMPLY WITH THE PROVISIONS OF THIS PERMIT.

INSPECTION LOG	PERMIT REVOKED
INITIAL INSPECTION DATE _____ FINAL INSPECTION DATE _____	DATE _____ BY _____

REMARKS:



**CITY OF LAKELAND**  
**RIGHT OF WAY USE**  
**PERMIT**

**PERMIT NUMBER** \_\_\_\_\_  
**PERMIT ISSUE DATE** \_\_\_\_\_  
**PERMIT EXPIRATION DATE** \_\_\_\_\_

PROVISIONS

1. IT IS EXPRESSLY STIPULATED THAT THIS PERMIT IS A LICENSE FOR PERMISSIVE USE ONLY AND THAT THE PLACING OR FACILITIES ON PUBLIC PROPERTY PURSUANT TO THIS PERMIT SHALL NOT OPERATE TO CREATE OR TO VEST ANY PROPERTY RIGHT IN SAID HOLDER. IT IS EXPRESSLY ACKNOWLEDGED BY THE APPLICANT THAT THIS PERMIT MAY BE REVOKED BY THE DIRECTOR OF PUBLIC WORKS OR HIS DESIGNATED REPRESENTATIVE FOR FAILURE OF THE APPLICANT TO COMPLY WITH THE CONDITIONS OF THIS PERMIT OR FOR THE ACTIONS OF THE APPLICANT, WHICH IN THE OPINION OF THE DIRECTOR OF PUBLIC WORKS, CREATES A SITUATION WHICH IS HAZARDOUS TO THE HEALTH, SAFETY AND WELFARE OF THE PUBLIC.
2. APPLICANT DECLARES THAT PRIOR TO FILING THIS APPLICATION HE HAS ASCERTAINED THE LOCATION OF ALL EXISTING UTILITIES, BOTH AERIAL AND UNDERGROUND. APPLICANT ALSO DECLARES THAT DUE NOTICE OF WORK UNDER APPLICATION WAS FURNISHED TO EACH UTILITY INVOLVED AND THAT COPIES OF LETTERS ADDRESSED TO SAID USERS ARE ATTACHED. APPLICANT AGREES TO CONTACT THE "SUNSHINE STATE ONE-CALL" UTILITY NOTIFICATION NETWORK ((800) 432-4770) A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK AUTHORIZED UNDER THIS PERMIT AND PROVIDE A COPY OF THAT TICKET TO THIS OFFICE.
3. WHENEVER NECESSARY FOR THE CONSTRUCTION, REPAIR, IMPROVEMENT, ALTERATION OR RELOCATION OF ALL OR ANY PORTION OF SAID STREET AS DETERMINED BY THE DIRECTOR OF PUBLIC WORKS, ANY OR ALL OF SAID POLES, WIRES, PIPES, CABLES OR OTHER FACILITIES AND APPURTENANCES AUTHORIZED HEREUNDER, SHALL BE IMMEDIATELY REMOVED FROM SAID STREET, OR RESET OR RELOCATED THEREON AS REQUIRED BY THE DIRECTOR OF PUBLIC WORKS, AND AT THE EXPENSE OF THE APPLICANT. APPLICANT AGREES TO MAINTAIN THE PERMITTED ITEM IN A MANNER THAT IS ACCEPTABLE TO THE CITY.
4. APPLICANT HEREBY AGREES TO BE BOUND BY THE PROVISIONS OF THE ORDINANCES, SPECIFICATIONS, AND REGULATIONS OF THE CITY OF LAKELAND INCLUDING, BUT NOT LIMITED TO THE APPROPRIATE SECTION OF THE CITY OF LAKELAND CODE, OR OTHER GOVERNMENTAL AGENCIES GOVERNING OPENINGS IN OR UNDER MUNICIPAL STREETS AND TO SUCH SPECIAL CONDITIONS, RESTRICTIONS AND REGULATIONS AS MAY BE IMPOSED BY THE DIRECTOR OF PUBLIC WORKS.  
  
ALL INSTALLATIONS, CONSTRUCTION AND RESTORATION WORK SHALL CONFORM TO CITY REQUIREMENTS AND STANDARDS, AND SHALL CONFORM TO THE FLORIDA DEPARTMENT OF TRANSPORTATION CURRENT "UTILITY ACCOMMODATION GUIDE" AND SPECIFICATIONS FOR MATERIAL AND CONSTRUCTION.
5. THE HOLDER OF THIS PERMIT SHALL PROVIDE SAFETY CONTROL, INCLUDING THE DISPLAY OF CAUTION SIGNS AND SIGNALS AS ARE REQUIRED BY THE STATE OF FLORIDA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND SHALL PREVENT ANY CONSTRUCTION OR CONDITIONS WHICH ARE OR MAY BECOME DANGEROUS TO THE TRAVELLING PUBLIC.
6. THE PERIOD OF TIME BETWEEN THE RESTORATION OF A BASE MATERIAL AND THE APPLICATION OF A FINISH SURFACE COURSE WHERE APPLICABLE SHALL NOT EXCEED TWO WEEKS AND LESS TIME MAY BE REQUIRED IN HEAVY TRAFFIC AREAS, UNLESS SPECIFICALLY AUTHORIZED BY THIS PERMIT.
7. RESTORATION OF PRIVATE PROPERTY SHALL BE ACCOMPLISHED AS SOON AS REASONABLY POSSIBLE.
8. ALL DESIGNATED DEPARTMENTS OF THE CITY AND OTHER AFFECTED PUBLIC UTILITIES SHALL BE NOTIFIED 48 HOURS PRIOR TO STARTING WORK AND AGAIN IMMEDIATELY AFTER COMPLETION. COPIES OF SAID NOTICES ARE TO BE FORWARDED TO THE DIRECTOR OF PUBLIC WORKS. THE UTILITY NOTIFICATION SYSTEM DOES NOT RELIEVE THE APPLICANT FROM MAKING OTHER UTILITY CONTACT WITH THOSE MEMBERS OF THAT SYSTEM.
9. ALL MATERIALS, EQUIPMENT, CONSTRUCTION, AND RESTORATION WORK SHALL BE SUBJECT TO THE INSPECTION AND APPROVAL OF THE DIRECTOR OF PUBLIC WORKS OR HIS AUTHORIZED REPRESENTATIVE.
10. IN CASE OF NON-COMPLIANCE WITH THE REQUIREMENTS, THIS PERMIT IS VOID AND THE UTILITY MUST BE BROUGHT INTO COMPLIANCE OR REMOVED FROM THE RIGHT-OF-WAY AT NO COST TO THE CITY.
11. JACKING AND BORING, OR DIRECTIONAL BORING OF CONDUIT SHALL BE DONE IN ALL CASES INVOLVING PAVED STREETS UNLESS SPECIFICALLY EXEMPTED BY HIS PERMIT. NO JETTING (AIR OR WATER), OR PNEUMATIC MISSILE BORE WILL BE AUTHORIZED.
12. WHERE UTILITIES ARE INSTALLED IN A PARKWAY, THE AREA SHALL BE RESTORED TO INCLUDE SOD, SHRUBBERY, DRIVEWAYS, WALKS, DRAINS, RETAINING WALLS, CURBS, SPRINKLER SYSTEM, ETC. ALL RESTORATION SHALL BE TO ITS ORIGINAL CONDITION, IN KEEPING WITH CITY AND D.O.T. SPECIFICATIONS AND TO THE OWNER'S SATISFACTION.
13. IT IS THE RESPONSIBILITY OF THE APPLICANT TO REPAIR OR REPLACE ANY FACILITIES THAT MAY BE DAMAGED DURING THE COURSE OF CONSTRUCTION. THE APPLICANT SHALL COORDINATE WITH THE OWNER OF DAMAGED FACILITIES TO INSURE QUALITY OF REPAIR OR REPLACEMENT OF DAMAGED PROPERTY.
14. A COPY OF THIS PERMIT SHALL BE MAINTAINED AND AVAILABLE AT THE JOB SITE DURING ALL CONSTRUCTION.
15. THE UTILITY OWNER/CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES DURING ALL CONSTRUCTION ACTIVITIES. EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION ACTIVITIES. ALL CONTROLS SHALL BE SECURED AND PROPERLY MAINTAINED DURING CONSTRUCTION AND UNTIL THE SITE HAS BEEN PERMANENTLY STABILIZED. EROSION AND SEDIMENT CONTROL SHALL BE IN ACCORDANCE WITH ARTICLE 6 OF THE CITY'S LAND DEVELOPMENT REGULATIONS, NATURAL RESOURCES PROTECTION REGULATIONS, AND SECTION 1-25 OF THE CITY'S ENGINEERING STANDARDS MANUAL. FAILURE TO MAINTAIN EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES COULD RESULT IN ENFORCEMENT AND PENALTY ACTION(S) BEING TAKEN BY THE CITY OF LAKELAND IN ACCORDANCE WITH SECTION 6.8 OF THE CITY'S LAND DEVELOPMENT REGULATIONS.
16. THE CITY OF LAKELAND RESERVES THE RIGHT TO REQUIRE THE REMOVAL OF PERMITTED SOLID WASTE ROLL-OFF CONTAINERS FROM ON-STREET PARKING SPACE LOCATIONS, PROVIDED 24 HOURS NOTICE IS GIVEN. IN THE EVENT SUCH CONTAINERS ARE NOT REMOVED WITHIN 24 HOURS OF NOTIFICATION, THE CITY RESERVES THE RIGHT TO HAVE SUCH CONTAINERS REMOVED AND DELIVERED TO THE PERMITTEE'S FACILITY **AT THE PERMITTEE'S EXPENSE** AND TO WITHHOLD SUBSEQUENT PERMIT REQUESTS OF A SIMILAR NATURE.



# CITY OF LAKELAND

## RIGHT OF WAY USE PERMIT

PERMIT NUMBER \_\_\_\_\_

PERMIT ISSUE DATE \_\_\_\_\_

PERMIT EXPIRATION DATE \_\_\_\_\_

### INSURANCE REQUIREMENTS

GENERAL: APPLICANT SHALL EFFECT AND MAINTAIN DURING THE PERIOD OF THIS PERMIT, PUBLIC LIABILITY INSURANCE PROTECTING THE CITY OF LAKELAND. THE POLICY SHALL HAVE MINIMUM LIMITS OF \$1,000,000 PER OCCURRENCE. COMBINED SINGLE UNITS FOR BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. THE MINIMUM LIMIT SHALL BE REPLACED WITH A MINIMUM LIMIT OF \$1,000,000 OR HIGHER IN INSTANCES DUE TO RECOGNIZED OR ASSUMED HIGH HAZARD.

COMPREHENSIVE GENERAL LIABILITY: THIS INSURANCE SHALL BE AN "OCCURRENCE" TYPE POLICY WRITTEN IN COMPREHENSIVE FORM AND SHALL PROTECT THE CONTRACTOR AND THE ADDITIONAL INSURED AGAINST ALL CLAIMS ARISING FROM BODILY INJURY, SICKNESS, DISEASE, OR DEATH OF ANY PERSON OTHER THAN THE CONTRACTOR'S EMPLOYEES OR DAMAGE TO PROPERTY OF THE CITY OR OTHERS ARISING OUT OF ANY ACT OR OMISSION OF THE CONTRACTOR OR HIS AGENTS, EMPLOYEES, OR SUBCONTRACTORS. THIS POLICY SHALL ALSO INCLUDE PROTECTION AGAINST CLAIMS INSURED BY USUAL PERSONAL INJURY LIABILITY COVERAGE. A "PROTECTIVE LIABILITY" ENDORSEMENT TO INSURE THE CONTRACTUAL LIABILITY ASSUMED BY THE CONTRACTOR UNDER THE ARTICLE ENTITLED "INDEMNIFICATION", AND "COMPLETED OPERATIONS AND PRODUCTS LIABILITY" COVERAGE. ALSO, XCU COVERAGE IS REQUIRED.

THE LIABILITY LIMITS SHALL NOT BE LESS THAN:

PERSONAL INJURY AND PROPERTY DAMAGE \$ \_\_\_\_\_ COMBINED SINGLE LIMIT EACH OCCURRENCE

BUSINESS AUTO LIABILITY: THIS INSURANCE SHALL COVER ANY AUTO FOR BODILY INJURY AND PROPERTY DAMAGE. THE POLICY SHALL HAVE MINIMUM LIMITS OF \$500,000 PER OCCURRENCE. THIS SHALL INCLUDE OWNED VEHICLES, HIRED AND NON-OWNER VEHICLES, AND EMPLOYEE NON-OWNERSHIP.

THE LIABILITY LIMITS SHALL NOT BE LESS THAN:

BODILY INJURY AND PROPERTY DAMAGE \$ \_\_\_\_\_ COMBINED SINGLE LIMIT EACH OCCURRENCE

WORKERS' COMPENSATION: WORKERS' COMPENSATION COVERAGE TO APPLY FOR ALL EMPLOYEES FOR STATUTORY LIMITS AND SHALL INCLUDE EMPLOYER'S LIABILITY WITH A LIMIT OF \$100,000 EACH ACCIDENT, \$500,000 DISEASE POLICY LIMITS, \$100,000 DISEASE LIMIT EACH EMPLOYEE. ("ALL STATE" ENDORSEMENT IS REQUIRED WHERE APPLICABLE.)

SPECIAL INSURANCE PROVISIONS: ON THE COMPREHENSIVE GENERAL LIABILITY AND BUSINESS AUTO LIABILITY POLICIES, AND UMBRELLA POLICIES, THE CITY OF LAKELAND SHALL BE LISTED AS AN "ADDITIONAL NAMED INSURED" AS THEIR INTEREST MAY APPEAR. THE CITY SHALL NOT BE REASON OF THEIR INCLUSION UNDER THESE POLICIES INCUR LIABILITY TO THE INSURANCE CARRIER FOR PAYMENT OF PREMIUM FOR THESE POLICIES. A RENEWAL CERTIFICATE SHALL BE ISSUED 30 DAYS PRIOR TO EXPIRATION OF COVERAGE.

ALL POLICIES SHALL BE OF AN OCCURRENCE TYPE AND PROVIDE A 30-DAY NOTICE OF CANCELLATION OR MODIFICATION OF COVERAGE'S. PRIOR TO COMMENCEMENT OF WORK, THE PROPER INSURANCE CERTIFICATES SHALL BE PROVIDED TO, AND APPROVED BY THE CITY.

DEDUCTIBLES: GIVEN THAT THE INDEMNIFICATION AGREEMENT IS INTENDED TO BE SUPPORTED BY FIRST DOLLARS INSURANCE POLICIES WHICH LIST THE CITY AS ADDITIONAL NAMED INSURED, IT IS NECESSARY TO REQUIRE FULL DISCLOSURE OF ANY AND ALL DEDUCTIBLE FOR ALL COVERAGE'S REQUIRED BY THIS SPECIFICATION OR CONTRACT, THE ONLY EXCEPTION WILL BE THE AREA OF WORKERS' COMPENSATION. THE CITY RESERVES THE RIGHT TO DETERMINE ACCEPTABLE LIMITS OF SUCH DEDUCTIBLES.

HOLD HARMLESS/INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS AND IN CONSIDERATION OF THE AMOUNT OF \$ \_\_\_\_\_, STATED BY THE CONTRACTOR ON THE BID FORM FOR INDEMNIFICATION, WHICH AMOUNT IS INCLUDED IN THE CONTRACT PRICE, THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS OFFICERS, DIRECTORS, AGENTS, GUESTS, INVITEES, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, DIRECT, INDIRECT, OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND COURT AND ARBITRATION COSTS) ARISING OUT OF OR RESULTING FROM ANY ACTS OF COMMISSION, OMISSION, OR NEGLIGENCE IN THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, ANY SUBCONTRACTOR, OR ANY PERSON OR ORGANIZATION DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM, OR FURNISH ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM TO LIABLE, REGARDLESS OF WHETHER OR NOT IT IS CAUSED INPART BY A PARTY INDEMNIFIED HEREUNDER, OR ARISES BY, OR IS IMPOSED BY LAW AND REGULATIONS REGARDLESS OF THE NEGLIGENCE OF ANY SUCH PARTY.

IN ANY AND ALL CLAIMS AGAINST THE CITY, OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY PERSON, OR ORGANIZATION DIRECTLY, OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM, OR FURNISH ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. THIS INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT, OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY, OR FOR THE CONTRACTOR, OR ANY SUCH SUBCONTRACTOR, OR OTHER PERSON, OR ORGANIZATION UNDER WORKERS', OR WORKMEN'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS, NOR SHALL THIS INDEMNIFICATION OBLIGATION BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT, OR TYPE OF INSURANCE COVERAGE PROVIDED BY THE CITY, THE CONTRACTOR, OR ANY OF HIS SUBCONTRACTORS.

SUBROGATION: THE CONTRACTOR AND HIS SUBCONTRACTORS SHALL REQUIRE THEIR INSURANCE CARRIERS, WITH RESPECT TO ALL INSURANCE POLICIES, TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY.

APPLICANT(S) ACKNOWLEDGES AND ACCEPTS ALL THE CONDITIONS FOR INSURANCE REQUIREMENTS AS STIPULATED HEREIN.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

"APPLICANT"

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

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# CITY OF LAKELAND

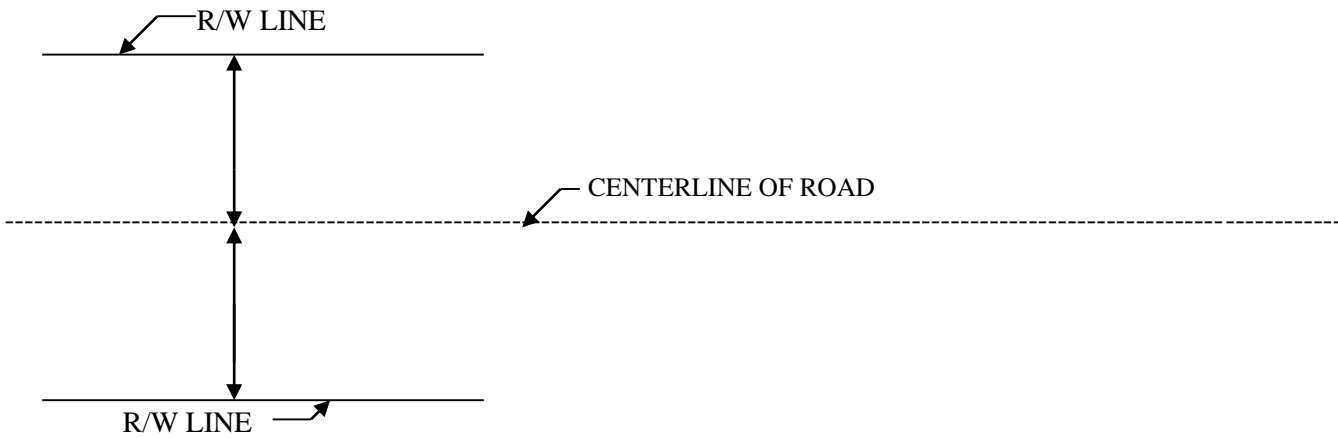
## RIGHT OF WAY USE PERMIT

PERMIT NUMBER \_\_\_\_\_

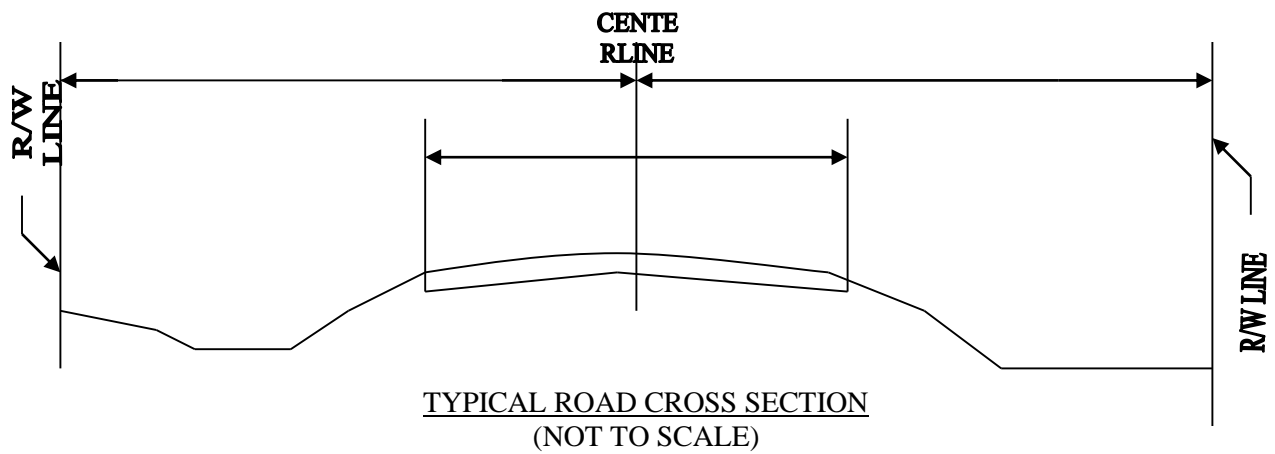
PERMIT ISSUE DATE \_\_\_\_\_

PERMIT EXPIRATION DATE \_\_\_\_\_

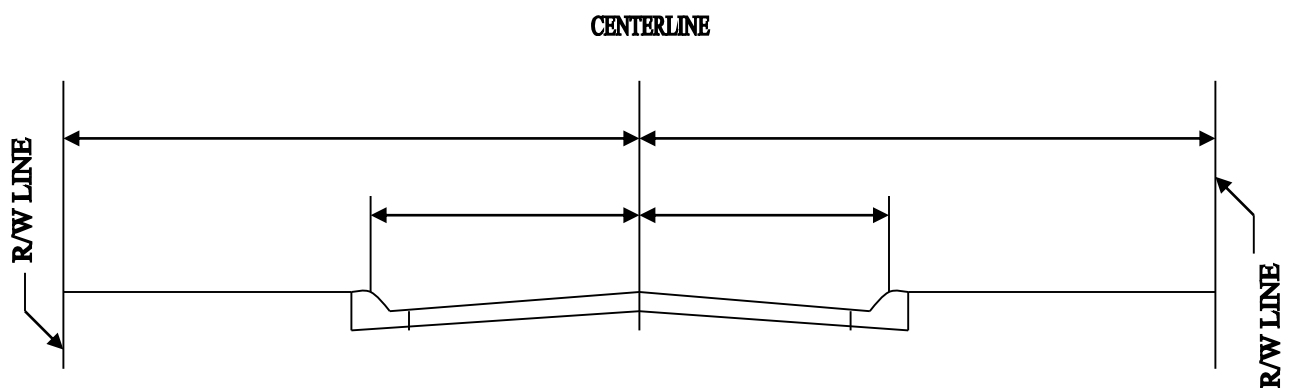
SKETCH SHOWING PROPOSED UTILITY CONSTRUCTION



SKETCH THE PLAN VIEW OF PROPOSED INSTALLATION  
(NOT TO SCALE)



TYPICAL ROAD CROSS SECTION  
(NOT TO SCALE)



TYPICAL CURB & GUTTER CROSS SECTION  
(NOT TO SCALE)

SKETCH THE EXISTING AND PROPOSED UTILITIES ON APPLICABLE CROSS SECTION  
NOTE: IF ABOVE TYPICAL CROSS SECTIONS ARE NOT APPLICABLE, SHOW  
APPLICABLE SECTION ON BACK SIDE OF THIS SHEET.



## DEMOLITION/RENOVATION CONSTRUCTION BMP'S

### ALL CONTRACTORS SHALL BE RESPONSIBLE FOR IMPLEMENTING THE FOLLOWING BEST MANAGEMENT PRACTICES (BMP'S) DURING ALL ON SITE CONSTRUCTION ACTIVITIES:

1. SITE GRADING – All site grading shall be conducted in a manner that all stormwater management facilities located adjacent to the site would not be altered in any way which would diminish their designed flow or pollutant removal capacity or the shape of the drainage facility.
2. EROSION AND SEDIMENT CONTROLS – BMP'S such as silt fence, staked synthetic bales, and/or turbidity barriers, which minimize erosion and retain sediment on site, shall be installed prior to any construction activities taking place at the site. Erosion control measures shall be utilized, secured, and properly maintained during construction until the site has been stabilized with sod and/or seed and mulch.

Undisturbed vegetative buffers shall be maintained to prevent erosion and sediment discharges to the maximum extent possible. All areas of exposed soil shall be stabilized within 72 hours of attaining final grade. Double silt fence or staked synthetic bales may be required as additional measures to ensure that discharges from the site are in compliance with the City of Lakeland's NPDES permit. Details of proper installation of silt fence and synthetic bales are included herein.

3. STORM SEWER SYSTEM PROTECTION – Storm sewer systems (e.g. inlets, pipes and ditches, etc.), which are adjacent to the site must be protected by silt fence and/or staked synthetic bales during construction to keep settleable pollutants from entering conveyance systems.
4. WASTE COLLECTION AND DISPOSAL – A plan must be formulated for the collection and disposal of construction debris from the site. Such a plan must designate locations for trash and waste receptacles and establish a special collection schedule. Methods for ultimate disposal of waste should be specified and carried out in accordance with applicable local and state health and safety regulations. Special provisions shall be made for the collection and disposal of liquid wastes and toxic or hazardous materials.

Receptacle and other waste collection areas should be kept neat and orderly. Waste shall not be allowed to overflow its container or accumulate for excessively long periods of time. Trash collection points must be located where they will least likely be affected by concentrated stormwater runoff.

5. WASHING AREAS – Vehicles such as concrete or dump trucks and other construction equipment shall not be washed at locations where the runoff will flow directly into a lake, wetland, watercourse or stormwater conveyance system. Special areas should be designated for washing vehicles. In new subdivisions, a wash area should be established by the developer, which can be used by the site contractor and homebuilders. These areas should be located where the wash water will spread out and evaporate or infiltrate directly into the ground, or where the runoff can be collected in a temporary holding or seepage basin. Wash areas should have gravel or rock bases to minimize mud generation. Upon completion of the project the wash areas should be graded and stabilized and any trash or waste shall be collected and disposed of properly.
6. DEWATERING - dewatering activities cannot directly discharge to the MS4 and/or a waterbody. Flow must be treated by a dewatering sock and sufficient in-ground filtration provided when possible. Non-stormwater discharges of any type from any activity that is part of this permit need prior approval of Engineering Inspection.
7. STORAGE OF CONSTRUCTION MATERIALS, CHEMICALS, ETC. – Fuel, chemicals, cements, solvents, paints, topsoil, or other potential pollutants shall be stored in areas where they will not cause runoff pollution.

Toxic chemicals and materials, such as pesticides, paints and acids, must be stored in accordance with manufacturers' guidelines. Groundwater resources should be protected from leaching by placing a plastic mat, packed clay, tarpaper, or other impervious materials on any areas where toxic liquids are to be opened and stored.

8. SANITARY FACILITIES – All construction sites should be provided with adequate sanitary facilities for workers in accordance with applicable health regulations.
9. DRIVEWAYS – A minimum of one permitted dust free driveway must be established prior to construction and shall be used as the only access for ingress/egress during construction in order to provide minimum disturbance of drainage facilities and vegetative cover on-site.

**NOTIFY – PUBLIC WORKS ENGINEERING INSPECTION (863) 510-6258  
48 HOURS BEFORE STARTING ANY DEMOLITION OR CONSTRUCTION.**

## Hold Harmless/Indemnification

To the fullest extent permitted by laws and regulations, the Applicant shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals, and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Applicant, the Applicant's Contractor, any Subcontractors, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City or any of its officers, directors, agents, or employees by any employee of the Applicant, the Applicant's Contractor, any Subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Applicant, the Applicant's Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Applicant, the Applicant's Contractor, any of his Subcontractors or other third parties. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

**Applicability:** It is the express intent of the Applicant that this Hold Harmless/Indemnification ("Indemnification") shall apply for the project(s) or time period indicated below. (Check and complete one):

\_\_\_\_\_ **Indemnification is applicable to all work performed by or on behalf of the Applicant for the time period of not more than five (5) years as follows:**

\_\_\_\_\_ to \_\_\_\_\_.  
(Date) (Date)

(OR)

\_\_\_\_\_ **Indemnification is limited to Right-of-Way Use Permit #**\_\_\_\_\_.

**Subrogation:** The Applicant agrees by entering into this Indemnification to a Waiver of Subrogation for each required policy herein.

**Savings Clause:** The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this Indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance



with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

\_\_\_\_\_  
Name of Organization

**BY:** \_\_\_\_\_  
Signature of Owner or Officer

\_\_\_\_\_  
Organization Phone Number

**STATE OF** \_\_\_\_\_

**COUNTY OF:** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

by \_\_\_\_\_, of \_\_\_\_\_.  
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_  
State Drivers License Number

as identification, and did \_\_\_\_\_ / did not \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name of Person Taking Acknowledgment

\_\_\_\_\_  
Notary Seal