

**CITY OF PORT SAINT JOE
ROW UTILIZATION / CONSTRUCTION APPLICATION**

DIRECTIONS: Legibly complete and application as required. Sign both pages of application. For any questions, contact the Public Works Department at 850-229-8247.

Section I APPLICANT INFORMATION

APPLICANT NAME: _____
 COMPANY NAME: _____ PHONE NUMBER: (____)____ - _____ Ext.
 ADDRESS: _____ Emergency 24-hour/7-day Contact Information:
 _____ Name/Number: _____
 EMAIL _____

Section II PROJECT INFORMATION

PROJECT NAME _____
 LOCATION OF PROPOSED CONSTRUCTION _____
 TAX PACE ID # _____
 DESCRIBE CONSTRUCTION: _____

Bore – City paved / Stabilized Roadway	Open Cut – City Paved / Stabilized Roadway
Bore & Jack Total No. _____	Paved Total No. _____
Direction Bore Total No. _____	Stabilized Total No. _____
Pole Installations _____ Total No. _____	Poles Used / Upgrade _____ Total No. _____
Trench _____ LF _____ Width FT _____	Emergency Repairs YES <input type="checkbox"/> NO <input type="checkbox"/>
Road/Lane/Sidewalk Closure <input type="checkbox"/>	Landscaping / Irrigation - <input type="checkbox"/>

Block/Impede Pedestrian Traffic (Note: If pedestrian traffic is affected within a 1/2 mile radius of a school, applicant agrees to coordinate with school officials) -

DESCRIBE OTHER CONSTRUCTION _____

Section III LOCATION OF EXISTING UTILITIES

(Applicant agrees all existing utilities/facilities shall be located, exposed and verified prior to construction)
 Call Sunshine State one call of Florida 800-432-4770 prior to construction

Section IV MAINTENANCE OF TRAFFIC

All construction activity within The City of PSJ Public Rights-of-Way/Easements require an M.O.T. plan.
 This permit does not include M.O.T. approval. See condition 6 of page 2 of this permit application

Section V NOTICE OF CONSTRUCTION

THE PUBLIC WORKS DEPARTMENT MUST BE CONTACTED A MINIMUM OF 24 HOURS AND A MAXIMUM OF 48 HOURS PRIOR TO ANY CONSTRUCTION (850) 229-8247.

Section VI CONTRACTOR AND/OR OWNER/AUTHORIZED AGENT SIGNATURES

I/WE REPRESENT THAT THE ABOVE STATEMENTS AND THE INFORMATION, STATEMENTS AND REPRESENTATIONS ON MATERIALS SUBMITTED HERewith IS TRUE. I/WE ARE PROVIDING THESE MATTERS TO INDUCE THE CITY OF PORT ST JOE TO ISSUE A CONSTRUCTION PERMIT. I/WE AGREE WITH ALL CONDITIONS IMPOSED BY THE CITY OF PORT ST JOE.

APPLICANT/CONTRACTOR
 SIGNATURE _____ TITLE: _____ DATE: ____ - ____ - ____
OWNER/AUTHORIZED AGENT SIGNATURE _____ TITLE: _____ DATE: ____ - ____ - ____

Section VII PERMIT ACTION

APPROVED - APPROVED WITH SPECIFIC CONDITIONS - DENIED -

PERMIT NO. _____ FEE: \$ _____
 APPROVAL DATE: _____ -- _____ -- _____ APPLICATION APPROVED BY: _____
 EXPIRATION DATE: _____ -- _____ -- _____ City Manager (or Designee)

CONDITIONS

1. The issuance of this Permit is governed by and regulated by the following:
 - a. The Florida State Statutes relating to the use of City Right-of-Way and Property Interests.
 - b. The Florida Administrative Code.
 - c. City of Port St Joe Codes, Ordinances and Policies.
 - d. Any fees established by The City of Port St. Joe and any additional requirements and conditions of the City of Port St. Joe Board of City Commissioners.
2. It is understood and agreed that the Licenses and Privileges herein set out are granted to the extent of the City's right, title and interest, if any, in the land to be entered upon and used by the Permittee, and the Permittee will at all times, assume any and all risk of and indemnify, defend, and save harmless the City from and against any and all losses, damages, costs and expenses arising in any manner whatsoever on account of or in any way resulting from the exercise or attempted exercise by said Permittee of the aforesaid approved Licenses and Privileges or otherwise resulting from the acts or omissions of the Permittee or its officers, employees or agents. The Permittee agrees that its assumption of risks and obligations to indemnify the City related to Permittee's work or placement of any improvements shall survive the expiration date of this Permit. The Permittee agrees to pay any and all costs, fees and expenses that the City in any way incurs relative to enforcing the terms and conditions of this Permit, including but not limited to, Attorneys' Fees and Legal Costs at trial, on appeal or at any administrative proceeding. The Permittee understands and acknowledges that any and all payments to obtain this permit only cover direct and indirect costs which the Permittee's use of public right-of-way have or will generate, and further that such payments do not encompass the fair value of Permittee's use or occupation of public rights-of-way.
3. It is expressly agreed by the Permittee that this Permit is for is a License for Permissive Use only and that the placing of improvements, such as, but not limited to, utilities, facilities, roadways, structures or landscaping upon public property pursuant to this Permit shall not operate to create or vest any property right whatsoever in said Permittee, current owner/operator or adjacent property owner. The scope of this license shall not be expanded physically, functionally or as to the breadth of services permitted through it without the prior consent of the City. A copy of this permit shall be on site during construction.
4. The Permittee agrees that the construction and/or maintenance of improvements shall not interfere with the property and rights of a prior occupant including, but not limited to, the City. The Permittee shall pay any and all costs and expenses in any way relating to activities of the Permittee interfering with said property and/or rights.
5. In the event of rerouting, widening, repair, construction or reconstruction of public roadways, utilities, facilities or structures, the Permittee shall, within ninety(90) days of receiving written notice from the City, remove or relocate its facilities within the Public rights-of-way, at no cost to City, to clear the area for the City's work.
6. The Permittee and the holder of this Permit shall take all safety measures, including, but not limited to, the placing and displaying of warning/channelizing/regulatory signs, signals, lights, barricades, cones, drums, beacons, devices, pavement markings and flaggers as required by the most recent FDOT Roadway and Traffic Design Standards and shall also prevent any obstructions or conditions which are or may become dangerous to the traveling public as conclusively determined by the City of Port St. Joe. The Permittee shall be responsible for any and all costs related to loss of life, personal injury and/or property damage relating to the impedance obstruction of either pedestrian or vehicular traffic.
7. If an emergency or any other situation arises which a reasonably prudent person would believe to be an emergency situation, the Permittee and the holder of this permit shall immediately take all actions necessary to ensure the safety of the traveling public and construction persons including contacting emergency services such as police, medical or fire. Permittee will contact and advise the City of Port St. Joe of the situation and take any and all remedial actions in addition to those required by the Public Works Department, call 850-229-8247. After normal business hours call 911.
8. Prior to any construction, a 24-7 emergency phone number shall be provided to the City and/or placed at the work site and shall be visible from a public access point, Permittee agrees to obtain all required approvals, agreements and/or permits relative to the type and location of the proposed work from all Federal, State, County, City, real property owner and any other Regulatory Agency or Department. The Permittee, Owner, Agent or Contractor must obtain a Federal NPDES Permit if the proposed construction disturbs (one) 1 acre or more total land area.
9. Any work that commences without all required State, Regional or Local Permits available on the job site or without establishing: 1) the actual location of existing utilities; 2) safety measures; 3) without coordination by the Permittee relative to emergency situations, shall be immediately suspended until all requirements have been met and penalty fees, if any, are paid. The penalty fee for work that commences without a Permit shall be no less than the Permit fee for each occurrence. Additionally, failure to obtain a Permit may result in a case being filed with the Code Enforcement Department of The City of Port St. Joe or other appropriate actions in accordance with State Law and City Ordinances. In the event this Permit is subject to or issued in conjunction with any other Permit, whether State, Regional or Local, this Permit shall automatically be suspended indefinitely if such other Permit is terminated or suspended.
10. Permittee declares that prior to any construction or excavation, notice as required and as necessary in accordance with sound operating and engineering practices, will be issued to the owners of real property, owners/operators of all existing utilities, facilities or improvements, both underground and aerial.
11. At the request of the City of Port St. Joe, Permittee agrees to submit As-built Engineering Plans within thirty (30) days detailing the location of all construction improvements.

Section V CONTRACTOR AND/OR OWNER/AUTHORIZED AGENT SIGNATURES

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APPLICANT/CONTRACTOR

SIGNATURE _____ **TITLE:** _____ **DATE:** ____ - ____ - ____

OWNER/AUTHORIZED

AGENT SIGNATURE _____ **TITLE:** _____ **DATE:** ____ - ____ - ____

Exhibit A

- Permit Application Fee- \$50
- \$100 a day penalty for not having a permit
- \$20 per hour if a City Employee is required onsite
- The Contractor is responsible for all cost associated with damages to City Utilities and/or Infrastructure