

WEST VILLAGES IMPROVEMENT DISTRICT

RIGHT OF WAY USE PERMIT APPLICATION

APPLICANT: _____

APPLICANT ADDRESS: _____

APPLICANT PHONE: _____ 24 HOUR EMERGENCY PHONE _____

APPLICANT EMAIL ADDRESS: _____

PROJECT NAME: _____

WORK LOCATION: _____

WORK DESCRIPTION: _____

ANTICIPATED CONSTRUCTION COST: _____

PLANNED SUBCONTRACTORS: _____

INSTRUCTIONS

1. Plans are required to be submitted with this application which must show all locations of underground and overhead utilities, culverts, driveways or any other structures in the right-of-way. Typical cross-sections showing the depth of existing utilities and the location of the proposed installation must be included. The plans must also show the proposed work area in which all construction activities within the right-of-way, including equipment storage, will be limited. An approved MOT (maintenance of traffic) plan is required for work, material and equipment storage, and employee parking that utilize the “clear zones” at any time.
2. The WVID Operations Manager and District Engineer MUST be notified at least 72 business hours prior to commencement of construction operations.
3. Applicant agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any agents, contractors or subcontractors of Applicant to do the same. The Applicant agrees that it shall assume responsibility for any and all damage to the District’s facilities or lands as a result of Applicant’s use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Applicant or its agents. In the event that any damage to the District’s facilities or lands occurs, the District shall notify the Applicant of such damage. The Applicant agrees that the

District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Applicant agrees to reimburse the District for any such repairs within fifteen (15) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

4. An executed bond for restoration, repair, replacement of damaged infrastructure and property may be required to be provided by the Applicant to the District, as determined by the Operations Manager and District Engineer, prior to permit issuance in the amount of the anticipated construction cost of the project for which the Right of Way Permit is being issued. The form of the surety bond is included as **Exhibit A** to this application.

I HEREBY AGREE to all the terms under which the Right of Way Use Permit is issued.

APPLICANT SIGNATURE

DATE

Exhibit A

Form of Bond

**SURETY BOND FOR COMPLETION OF RESTORATION, REPAIR OR
REPLACEMENT RELATED TO RIGHT-OF-WAY USE PERMIT**

KNOW ALL MEN BY THESE PRESENTS, that we _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are held and firmly bound unto the West Villages Improvement District, a political subdivision of the State of Florida, hereinafter called the District, in the penal sum of (_____ Dollars and _____ Cents) \$_____.__, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has applied to the District for approval of a right-of-way utilization permit (the “Permit”) for the installation of infrastructure improvements affecting the District’s right-of-way identified as the _____ project (the “Project”) and has agreed, as a condition to the approval of said permit by the District, to restore, repair or replace any damaged infrastructure or property caused by its completion of the Project.

WHEREAS, the approval of said permit by the District is conditioned upon the furnishing of an adequate Surety Bond to be furnished to the District.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall in all respects comply with the terms and conditions of the approval of the Permit, including the restoration and repair or replacement of any damaged infrastructure or property caused by its completion of the Project, then this obligation shall be void and this Surety Bond shall be returned to the Principal.

WHEREAS, the District shall notify the Principal in writing of any items that need to be restored, repaired, or replaced upon the conclusion of the completion of the Project by the Principal for which the Principal is responsible and shall specify in said notice a reasonable period of time within which the Principal shall have to complete its restoration, repair, or replacement work.

WHEREAS, the Surety unconditionally covenants and agrees that if the Principal fails to restore, repair or replace said improvements or property, within the time specified, the Surety, upon thirty (30) days written notice from the District, its authorized agent or officer, will forthwith complete or correct such improvements and pay the cost thereof, including, but not limited to engineering, legal and other related costs. Should the Surety fail or refuse to complete or correct said improvements, the District shall have the right to resort to any and all legal remedies against the Principal and/or the Surety, both at law and in equity, including specifically, restoration, repair, or replacement of said improvements or property to which the Principal and the Surety unconditionally agree.

WHEREAS, the Surety, for value received, hereby stipulates and agrees that no change involving an extension of time, alterations or additions to the terms of the work to be performed or materials to be furnished thereunder relative to the Project, or in the plans, specifications and schedules covering the same, shall in any way affect said obligation of the Surety on this Surety

Bond, and the Surety does hereby waive notice of any such changes, extension of time, alterations or additions to the improvements or of the plans, specifications and schedules relative to the completion of the Project.

IN WITNESS WHEREOF, the Principal and Surety have caused these presents to be duly executed on the _____ day of _____, 20____.

PRINCIPAL

Company:

Signature _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

West Villages Improvement District

Right of Way Use Permit

PERMIT NO.: _____ PERMIT EXPIRATION DATE: _____

PERMITTEE: _____

PERMITTEE ADDRESS: _____

PERMITTEE PHONE: _____

PROJECT NAME: _____

WORK DESCRIPTION: _____

ANTICIPATED CONSTRUCTION COST: _____

BOND REQUIRED: YES _____ NO _____ AMOUNT \$ _____

APPROVED SUBCONTRACTORS: _____

PERMIT CONDITIONS

Subject to the City of North Port Unified Land Development Code and/or Sarasota County Land Development Regulation as applicable which have been carefully read and understood to form a part of this permit, and any Special Provision stipulations:

- 1. West Villages Improvement District (“WVID”) MUST be notified at least 72 business hours prior to commencement of construction operations.**
2. All construction and restoration must meet those requirements determined applicable by WVID before work will be deemed complete and before applicant will be released from said responsibility and the repair/replacement bond is returned.
3. The permittee declares that all existing aerial and underground utilities have been located and the appropriate utilities notified of the proposed work.
4. All required sketches, plans and cross-sections covering details of this work shall be attached to and become a part of this permit. Any changes made to the drawings or stipulations made thereon must be approved by WVID and shall become part of the permit. A copy of all required sketches, plans, cross-sections and any subsequent changes to these must be retained at the job site and an additional copy filed with WVID.
5. Prior to construction, the permittee receiving the permit shall make all necessary provisions for the accommodation and convenience of traffic and shall take safety measures, including the placing and display of caution signs and signals as required by the Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall further prevent obstructions or conditions, which are or may

become dangerous to the traveling public. The authority to close off a road or an easement in its entirety rests with the WVID (subject to any required approvals of the City of North Port or Sarasota County, as applicable). The permittee shall notify WVID a minimum of 30 days prior to any proposed street closing.

6. The permittee shall notify the City of North Port or Sarasota County, as applicable, and shall install a signboard notifying the public prior to any street closing (after initial approval by WVID).
7. Fire hydrants shall be left accessible at all times.
8. All pavement repairs shall be affected under the direct supervision of WVID.
9. Existing utility services shall not be disrupted without the specific authority of the concerned utility.
10. The flow of stormwater within drainage facilities shall remain unimpeded. Adequate measures will be taken to prevent pollution in the area from run-off, and pollution of the air from dust, during the course of construction and restoration.
11. Any public or private property, which is used or affected by a project, will be maintained and preserved from damage during the operation, and restored to its original condition upon completion or cessation of work.
12. It is expressly stipulated that any permit issued is a license for permissive use only and that the placing of facilities upon public property pursuant to the issuance of a permit shall not operate or create or to vest any property rights in a permit holder and that said holder may be required to make, at their own expense, any changes, alterations or replacement as necessitated by changed conditions.
13. The permittee agrees to defend, indemnify and hold harmless WVID and its officers, agents and employees from any and all liability, obligations, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by it, including any of its agents, employees, and subcontractors, including litigation or any appellate proceedings with respect thereto. The permittee further agrees that nothing herein shall constitute or be construed as a waiver of WVID's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.
14. A Certificate of Insurance must be provided for the Contractor and any of its subcontractors naming the District, its supervisors, staff and consultants as an additional insured is required for all permits. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible maintained or provided to the additional insured. Policy limits are as follows:
 - Commercial general liability insurance covering claims arising from bodily injury and property damage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate and insuring against legal liability of the insured with respect to the Property or arising out of the maintenance, use, or occupancy thereof.
 - Umbrella liability insurance with a limit of not less than \$1,000,000.00 per occurrence
 - Automobile liability combined single limit of \$1,000,000.00 each occurrence
15. WVID reserves the right to revoke any permit issued without other formality than notifying the applicant to this effect.
16. A bond for restoration, repair, and replacement of damaged infrastructure and property may be required to be provided to WVID, as determined by the Operations Manager and District Engineer, prior to permit issuance in the amount of the anticipated construction cost. The bond may be used to repair or replace any damage done by the Contractor or its representatives and assigns, including but not limited to cleaning/restoring WVID's property occupied or used by the Contractor or its representatives or assigns.
17. **NOTICE: This Right of Way Use Permit will become invalid on the expiration date. If an extension is necessary, the request, along with a check in the amount of \$100.00, must be submitted 10 days prior to the expiration date. If an extension is not requested, this permit will become invalid and a**

Stop Work Order may be placed on the project. If a Stop Work Order is issued, a fee in the amount of \$300.00 will be charged.

All Right of Way Permits require a \$2,100 fee to be submitted with each permit request.

Please send the check to:

West Villages Improvement District
c/o Special District Services Attn: Tori Shamy
2501A Burns Road
Palm Beach Gardens, FL 33410
P: (561) 630-4922 | F: (561) 630-4923

Authorized By: _____

PERMIT ISSUANCE DATE: _____