

**SEMINOLE COUNTY, ENGINEERING DIVISION
CONSTRUCTION APPLICATION / PERMIT**

DIRECTIONS: Legibly complete the permit application as required. Submit this application with 1 set of detailed construction plans, MOT index(es), proof of liability insurance, and an aerial view of the site. Keep the CONDITIONS page attached to the application. If you need assistance, please call Seminole County Engineering 407-665-5674.

Section I APPLICANT INFORMATION

Applicant's Name: _____ Firm/Utility Name: _____
Address: _____ Phone Number: _____
_____ 24/7 Emergency Number: _____
Email Address: _____

Section II PROJECT INFORMATION

RIGHT-OF-WAY CONSTRUCTION — ***NEW* PROOF OF LIABILITY INSURANCE** —
(All construction activity within Seminole County Public Rights-of-Way that require an M.O.T., excavation, restoration or system upgrade/repair).

LOCATION OF PROPOSED CONSTRUCTION: _____
Section _____ Township _____ Range _____

DESCRIPTION OF PROPOSED CONSTRUCTION:

Bore – County Paved / Stabilized Roadway

Open Cut – County Paved / Stabilized Roadway

Bore & Jack _____ Total No.

Paved _____ Total No.

Directional Bore _____ Total No.

Stabilized _____ Total No.

New Pole Installations _____ Total No. Remove Poles/Used/Upgraded _____ Total No. Emergency Repairs —

Trench _____ Lf. Width _____ Ft. Road/Lane/Sidewalk Closure — Landscaping / Irrigation —

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

DESCRIBE CONSTRUCTION: _____

Section III LOCATION OF EXISTING UTILITIES

*Call Sunshine State one call of Florida 800-432-4770 prior to construction.
Applicant agrees all existing utilities/facilities shall be located and verified.* —

Section IV MAINTENANCE OF TRAFFIC

This permit does **NOT** include M.O.T. approval. Contact Traffic Engineering for permit at 407-665-5699.

Section V NOTICE OF CONSTRUCTION

**THE SEMINOLE COUNTY ENGINEER MUST BE CONTACTED A MINIMUM OF 24 HOURS
AND A MAXIMUM OF 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION. CALL 407-665-5719.**

**Section VI ENGINEERING/CONTRACTOR AND/OR OWNER
AUTHORIZED AGENT SIGNATURES**

I/We Represent That The Above Statements And The Information, Statements And Presentations On Materials Submitted Herewith Is True. I/We Are Providing These Matters To Induce Seminole County To Issue A Construction Permit. I/We Agree With All Conditions Imposed By Seminole County.

TITLE _____ Date: _____ / _____ / _____ Signature _____ ENGINEER/CONTRACTOR

TITLE _____ Date: _____ / _____ / _____ Signature _____ OWNER/AUTHORIZED AGENT

SECTION VII PERMIT ACTION

APPROVED — **APPROVED WITH SPECIFIC CONDITIONS** — **DENIED** —

_____ **No Attachments -**

PERMIT NUMBER: _____ **FEE:** _____

APPROVAL DATE: _____ / _____ / _____ **EXPIRATION DATE:** _____ / _____ / _____

APPLICATION APPROVED BY: _____ (For the County Engineer)

Section VIII INSPECTION RECORD

CONSTRUCTION START DATE: _____ / _____ / _____ **INSPECTOR:** _____

CONSTRUCTION COMPLETION DATE: _____ / _____ / _____ **PHONE:** _____

COMMENTS: _____

CONDITIONS

1. The issuance of this Permit is governed and regulated by all applicable statutes, ordinances, and case law including, but not limited to, the Florida Statutes relating to the use of county right-of-way and property interests, the Florida Administrative Code, Seminole County codes, ordinances, including, in particular, Chapter 75, Seminole County Land Development Code concerning right-of-way use permitting, and policies and any fees established by Seminole County, and any additional requirements and conditions of the Seminole County Board of County Commissioners or the County Engineer.
2. Permittee understands and agrees that the licenses and privileges set forth in this Permit are granted to the extent of the County's right, title, and interest, if any, in the right-of-way that is the subject of this permit. Permittee shall assume, at all times, any and all risk of and indemnify, defend, and save harmless the County 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 Permittee of these licenses and privileges or otherwise resulting from the acts or omissions of Permittee or its officers, employees, or agents. Permittee agrees that its assumption of risks and obligations to indemnify the County related to Permittee's work or placement of any improvements will survive any expiration date of this Permit. Permittee agrees to pay any and all costs, fees, and expenses that the County in any way incurs relative to enforcing the terms and conditions of this Permit, including, but not limited to, attorney's fees and legal costs at trial, on appeal, or at any administrative proceeding. Permittee understands and acknowledges that any and all payments to obtain this Permit only cover direct and indirect costs that Permittee's use of public rights-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. Permittee agrees that this Permit 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, does not operate to create or vest any property right whatsoever in Permittee, current owner or operator, or adjacent property owner. The scope of this license may not be expanded physically, functionally, or as to the breadth of services permitted through it without the prior consent of the County. A copy of this permit must be located on site during construction.
4. Permittee agrees that any construction or maintenance of improvements must not interfere with the property and rights of a prior occupant including, but not limited to, the County. Permittee shall pay any and all costs and expenses in any way relating to activities of Permittee interfering with such property or rights.
5. In the event of rerouting, widening, repair, construction, or reconstruction of public roadways, utilities, facilities, or structures, Permittee shall remove or relocate its facilities within the public rights-of-way, at no cost to County, to clear the area for the County's work within ninety (90) days of receiving written notice from the County Engineer.
6. Permittee and the holder of this Permit shall take all safety measures, including, but not limited to, the placing and displaying of warning, channelizing, or 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. Permittee shall also prevent any obstructions or conditions that are or may become dangerous to the traveling public as conclusively determined by the County Engineer or his or her Designee. Permittee will be responsible for any and all costs related to loss of life, personal injury, or property damage relating to the impedance or obstruction of either pedestrian or vehicular traffic.
7. If an emergency or any other situation arises that a reasonably prudent person would believe to be an emergency situation, 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 shall contact and advise the County Engineer of the situation and take any and all remedial actions in addition to those required by the County Engineer, call 407-665-5674. For emergencies after normal business hours, Permittee shall call 911.
8. Prior to any construction, a 24-7 emergency phone number must be placed at the work site and must be visible from a public access point, Permittee shall obtain all required approvals, agreements, and 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. 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. County will immediately suspend any work that commences without all required federal, state, regional or local permits available on the job site or without: (1) establishing the actual location of existing utilities; (2) establishing safety measures; (3) coordination by the Permittee relative to emergency situations. Such suspension will continue until all requirements have been met and penalty fees, if any, have been paid. The penalty fee for work that commences without a Permit will 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 Board or Code Enforcement Magistrate of Seminole County or other appropriate actions in accordance with state law and County ordinances. In the event this Permit is subject to or issued in conjunction with any other Permit, whether federal, state, regional or local, this Permit will 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, and owners and operators of all existing utilities, facilities, or improvements, both underground and aerial.
11. At the request of the County Engineer, Permittee shall submit As-built Engineering Plans within thirty (30) days detailing the location of all construction improvements.