



## **PUBLIC WORKS DEPARTMENT**

RIGHT-OF-WAY SERVICES • DRIVEWAY PERMIT SECTION

1050 MALABAR ROAD SW PALM BAY, FLORIDA 32907

PHONE: (321) 952-3403 FAX: (321) 768-6401

EMAIL: [driveway@palmbayflorida.org](mailto:driveway@palmbayflorida.org)

# **COMMERCIAL DRIVEWAY PERMIT APPLICATION**

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### **OWNER INFORMATION**

Name:

Address:

City:

Zip Code:

Phone Number:

Fax Number:

Email:

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### **PROJECT INFORMATION**

Lot:

Block:

Unit:

Subdivision:

Other Legal Description:

Project Name:

Address:

City:

Zip Code:

New Driveway

Existing Driveway Improvement

Number of Driveways

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### **PROPOSED CONSTRUCTION DATES**

Start:

Finish:

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**DESIGN CONTACT REPRESENTATIVE FOR THIS PROJECT**

Name:

Title:

Phone Number:

Fax Number:

Email:

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**PRIMARY CONTRACTOR**

Name:

Address:

City:

Zip Code:

Phone Number:

Fax Number:

Email:

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This Permit shall expire 365 days from date of issuance. Contact the above department for instructions if the permitted activity has not started within 90 days of issuance. A minimum 48-hour notification is required before the contractor may proceed with driveway construction activity of any kind. SEE REVERSE SIDE FOR BINDING TERMS AND CONDITIONS.

**\* ALWAYS KEEP A COPY OF THIS PERMIT ON SITE \***

I hereby certify that I have read and examined this Permit Application and know the same to be true and correct. All provisions of Laws and Ordinances governing this type of work shall be implemented. It is understood and agreed by Permittee that commencement by the Permittee is acknowledgment and acceptance of the binding nature of the terms and conditions of this Permit. All required information has been provided. **(Owner or Authorized Agent Only)**

**(Authorized Signature)**

**(Date)**

**Print Name:**

**Title:**

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**FOR OFFICE USE ONLY**

**Date**

**Site Plan Number:**

**Application Received By:**

**Permit Fee Amount: \$**

**Permit Approved By:**

**Permit Fee Receipt #:**

**Permit Issued By:**

**Permit Fee Date Paid:**

**Pre-Pour Inspection By:**

**Final Inspection By:**

## **CITY OF PALM BAY COMMERCIAL DRIVEWAY PERMIT GENERAL CONDITIONS**

1. Permittee understands and agrees that the rights and privileges herein set out in this Permit are granted only to the extent of the City's right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risks of and indemnify, defend and save harmless the City of Palm Bay from and against any and all loss, damage, cost of expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.
2. The City's Driveway Section shall be notified forty-eight (48) hours prior to starting work and again immediately upon completion of work.
3. Permittee shall commence actual construction in good faith within ninety (90) days after issuance of this Permit, and shall complete construction within the time period specified on this Permit. If the beginning date is more than ninety (90) days from the date of permit approval, then the Permittee must review the permit prior to the commencement of the construction with the City's Driveway Section Reviewer to make sure no changes have occurred in the facilities that would affect the permitted construction.
4. All work, materials and equipment shall be subject to inspection by the City's Driveway Section and shall meet City of Palm Bay standards.
5. Any Permittee damaging any City road or other City improvement within Rights-of-Way or Easements, shall be required to restore the damaged area to its condition prior to the damage and accepted by the Director of Public Works or Designee or shall pay to the City of Palm Bay the sum of money determined by the Director of Public Works or Designee to be necessary to restore the damaged area to its condition prior to the damage. In the event discrepancies arise as to the responsibility for the damage, the burden of proof in all cases shall be that of the Permittee.
6. All plans and instructions shall conform to the requirements of the FDOT Utility Accommodation Manual and the City of Palm Bay's Right-Of-Way Procedures & Requirements Manual in effect as of the date this Permit is approved by the City of Palm Bay, and shall be made part of this Permit. This provision shall not limit the authority of the City under Paragraph 12 of this Permit.
7. Any disturbed areas must be restored to original grade, unless prior agreement and approval of the revised grade has been pre-approved by the Director of Public Works or Designee. Stabilizing disturbed soil with sod is mandatory if abutting developed lots or the area exceeds a 3 to 1 slope. Stabilizing disturbed soil with seed and mulch is permissible if abutting undeveloped lots.
8. When required, elevations shall be NGVD (1929).
9. Whenever any activity on Rights-Of-Way is permitted, the Permittee shall meet the requirements of the Occupational Safety and Health Act (OSHA), the Manual on Uniform Traffic Control Devices (MUTCD), and the Florida Department of Transportation's (FDOT) latest Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction and other approved manuals for site safety and traffic control.
10. The construction and maintenance of such work shall not interfere with the property and rights of the City of Palm Bay or a prior permittee.
11. It is expressly stipulated that this Permit is a license for permissive use only and that the placing of utilities or improvements upon public property pursuant to this Permit shall not operate to create or vest any property rights to the Permittee, except as provided in a previously executed Subordination and Railroad Utility Agreement.

12. Pursuant to Section 337.403(1), Florida Statutes, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all, or any portion of any public road as determined by the Director of Public Works or Designee, any or all utilities and appurtenances authorized by this Permit, shall be immediately removed from the public road or reset or relocated thereon as required by the Director of Public Works or Designee and at the expense of the Permittee, except for reimbursement rights set forth in a previously executed Subordination and Railroad Utility Agreement.
13. Permittee agrees that in the event the relocation of said utilities are scheduled to be done simultaneously with the City of Palm Bay's construction work, the Permittee will coordinate with the City before proceeding and shall cooperate with the City's contractor to arrange the sequence of work so as not to delay the work of the City's contractor, defend all legal claims of the City's contractor due to delays caused by the Permittee's failure to comply with the approved schedule, and Permittee shall comply with all provisions of the law and the City of Palm Bay's Right-Of-Way Use Procedures & Requirements Manual. The Permittee shall not be responsible for delays beyond its control.
14. In the case of non-compliance with the City of Palm Bay's requirements, in effect as of the date this Permit is approved by the City, this Permit is void and the facilities shall be brought into compliance or removed at no cost to the City, except for reimbursement rights set forth in a previously executed Subordination and Railroad Utility Agreement. This provision shall not limit the authority of the City under Paragraph 12 of this Permit.
15. The granting of this Permit does not presume to give the Permittee the authority to violate or cancel the provisions of any federal, state, county or local laws regulating construction or the performance of construction.
16. The City of Palm Bay executes this Permit only if in doing so the City can place a limit on the City's liability for any cause of action arising out of the Permit, so that its liability never exceeds the agreed sum of \$100.00. Permittee expresses its willingness to enter into this Permit with Permittee's recovery from the City for any action or claim arising from this Permit to be limited to \$100.00. Accordingly, and notwithstanding any other term or condition of this Permit, Permittee agrees that the City shall not be liable to the Permittee for damages in an amount in excess of \$100.00, for any action or claim of the Permittee or any third party arising out of this Permit. Nothing contained in this paragraph or elsewhere in this Permit is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or prejudgment interest.
17. If the driveway is not constructed, operated or maintained in accordance with this permit, the permit may be suspended or revoked. In this event, modification or removal of any portion of the driveway from the City of Palm Bay right of way shall be at the permittee's expense. The entire expense of construction within the City of Palm Bay right of way, including replacement of existing pavement or other existing features, shall be borne by the permittee. The permittee will, at all times, assume all risk and indemnify, defend and save harmless the City of Palm Bay from and against all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of these rights and privileges, regardless of the perspective degrees of fault of the parties.
18. Special Instructions or Conditions, if any, are included as an attachment to this Permit.

**IT IS UNDERSTOOD AND AGREED BY PERMITTEE THAT COMMENCEMENT BY THE PERMITTEE IS ACKNOWLEDGMENT AND ACCEPTANCE OF THE BINDING NATURE OF THE TERMS AND CONDITIONS OF THIS PERMIT.**