



SOUTH BROWARD DRAINAGE DISTRICT

UTILITY PERMIT GUIDELINES

- 1) Provide completed **Utility Permit Application**.
- 2) Provide **3 sets of plans** identifying the proposed work within the South Broward Drainage District (SBDD) easement or right-of-way. Plans shall include a profile view of any pipe crossings and indicate the minimum 18" clearance between the utility and drainage pipe.
- 3) Provide **Application Fee** of \$ 250.00. Fees shall be provided in the form of a check or money order made payable to: SOUTH BROWARD DRAINAGE DISTRICT. Please note that CASH or CREDIT CARDS are not a viable form of payment.
- 4) In addition, a **Dive Inspection Fee** of \$ 250.00 per pipe crossing will be required. Dive Inspection Fees shall be provided in the form of a check or money order made payable to: SOUTH BROWARD DRAINAGE DISTRICT. Please note that CASH or CREDIT CARDS are not a viable form of payment.
- 5) All permit applications shall be submitted to SBDD Headquarters at:
6591 SW 160th Avenue
Southwest Ranches, Florida 33331
(954) 680-3337 Ext. 204
- 6) The proposed improvements shall meet the following minimum **Design Criteria**:

For purpose of this section "Utility", "Utility Work" or "Utility Crossings" shall refer to any work (aerial, trenching, directional boring, buried, subaqueous, pavement cuts, etc.) involving potable water mains, force mains, sanitary sewer mains, water re-use lines, irrigation, gas, electric, telephone, cable TV, communications systems, fiber optics, internet cable, traffic signals, cameras, conduits, meters, junction boxes, access structures, or other similar work. The District shall make a determination if a permit is required for any proposed Utility Work within SBDD's jurisdictional boundary, prior to the commencement of any such construction. Any such Utility Work that crosses an existing drainage culvert, a Primary/Secondary canal, a District right-of-way, or a District easement area shall require a Utility Permit from SBDD.

Overhead Utility Crossings of water bodies shall have a minimum vertical clearance of 25 feet between the low wire and the natural ground surface of the proposed crossing and shall conform to Exhibit 36, Overhead Utility Crossing Detail. Subaqueous Utility Crossings shall be a minimum of 36 inches below the bottom of the design cross section of the canal and shall conform to Exhibit 37 Utility Crossing Detail - Aerial and Subaqueous. For Utility Crossings of District canals, the District shall enter into an Agreement with the operating and constructing entity proposing the crossing whereby the District is indemnified and held harmless from any and all damages that are caused as a result of the Utility Crossing. All banks shall be stabilized in such a manner to prevent erosion. A cash or surety bond in the minimum amount of \$5,000 shall

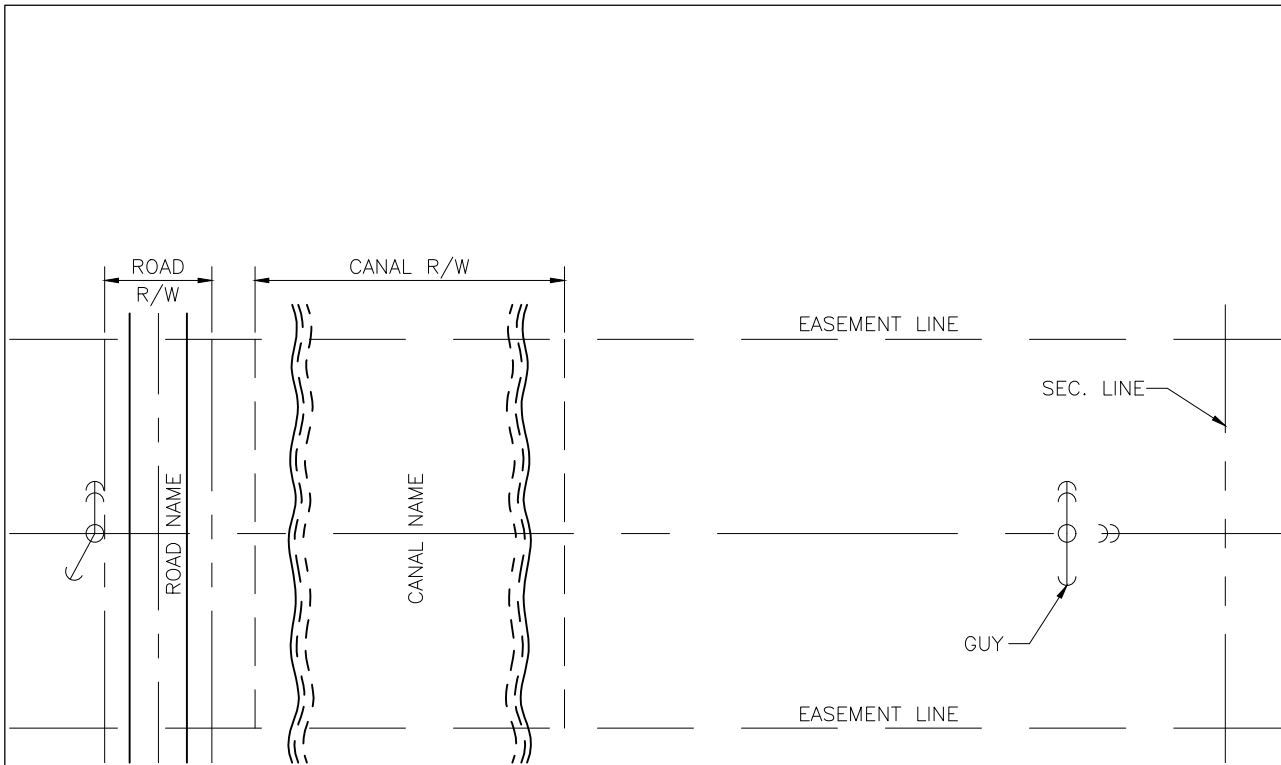


SOUTH BROWARD DRAINAGE DISTRICT

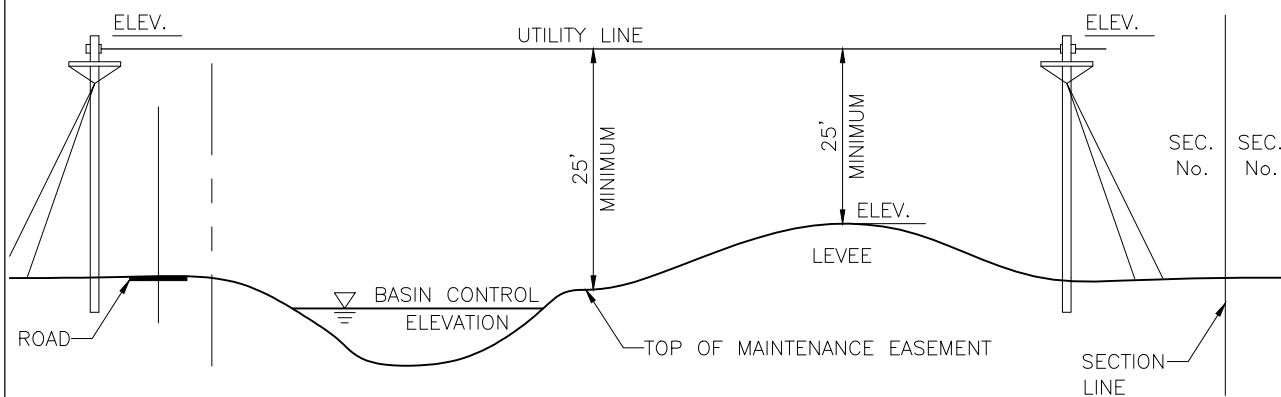
be submitted prior to the start of work. Upon final inspection and approval of the work by the District, the bond may be released.

For proposed Utility Work or placement of communications facilities within SBDD's property, rights-of-ways and easement areas, including, but not limited to Canal and Lake Maintenance Easements, the District shall require a initial user fee in the amount of \$250.00 per linear mile, plus an annual user fee in the amount of \$250.00 per linear mile, which will become due one (1) year after the Utility Work or communications facilities are installed and completed and every year thereafter for as long as the utility and communications systems remain within SBDD's property, rights-of-ways or easement areas. These funds may be used by the District for any expenses incurred by the District. In addition, the utility provider (or communications services provider) shall enter into a non-exclusive Agreement with SBDD whereby the District is indemnified and held harmless from any and all damages that are caused as a result of the Utility Work installation or operation of the communications system, and may require a surety bond or letter of credit for Utility Work or placement of communications facilities within SBDD's property, rights-of-ways or easement areas that may be withdrawn by the District to restore damaged or abandoned facilities within such areas. If the user of SBDD's property, rights-of-ways or easement areas violates any terms or requirements of an Agreement or the District Criteria, or fails to correct said violation, District may remove the utility or communications system placed within the property, rights-of-way s or easement areas and shall be reimbursed for all costs and expenses incurred by District in removing the said systems. District may terminate an Agreement for failure to cure such violations. These costs and expenses shall include, but not be limited to, reasonable attorney's fees and legal expenses incurred by the District.

A District representative shall be present to observe all Utility crossings of District facilities (culverts, canals, etc.) to ensure that no damage is done to said facilities. In those cases where the District is unable to verify that the utility crossing has not damaged a District facility, then a dive inspection of the facility shall be performed and the cost of any required dive impactions shall be paid by the Contractor or the Utility company. Any damage to District facilities as the result of any Utility Work shall be repaired immediately by the Utility company by an approved method outlined by SBDD.



PLAN
N.T.S.



ELEVATION
N.T.S.

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL
OVERHEAD UTILITY
CROSSING DETAIL

EXHIBIT TITLE

SEAL

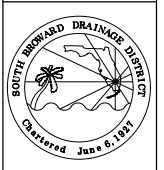
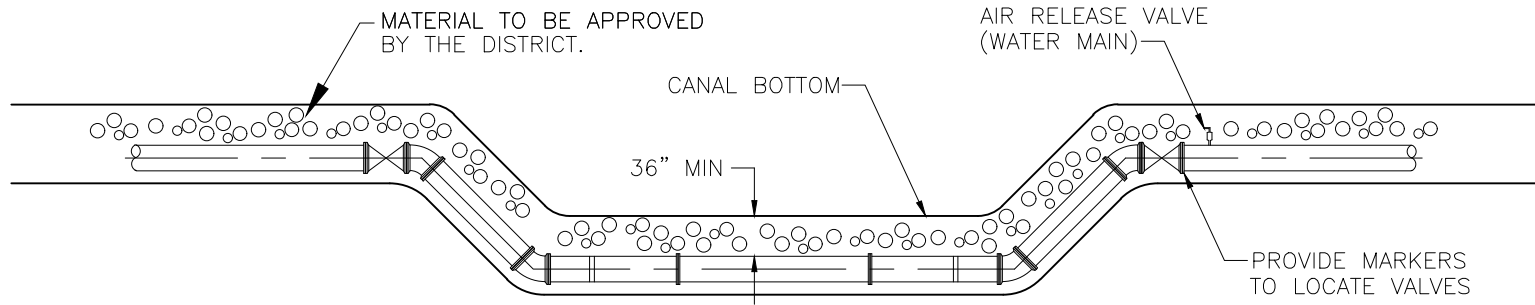
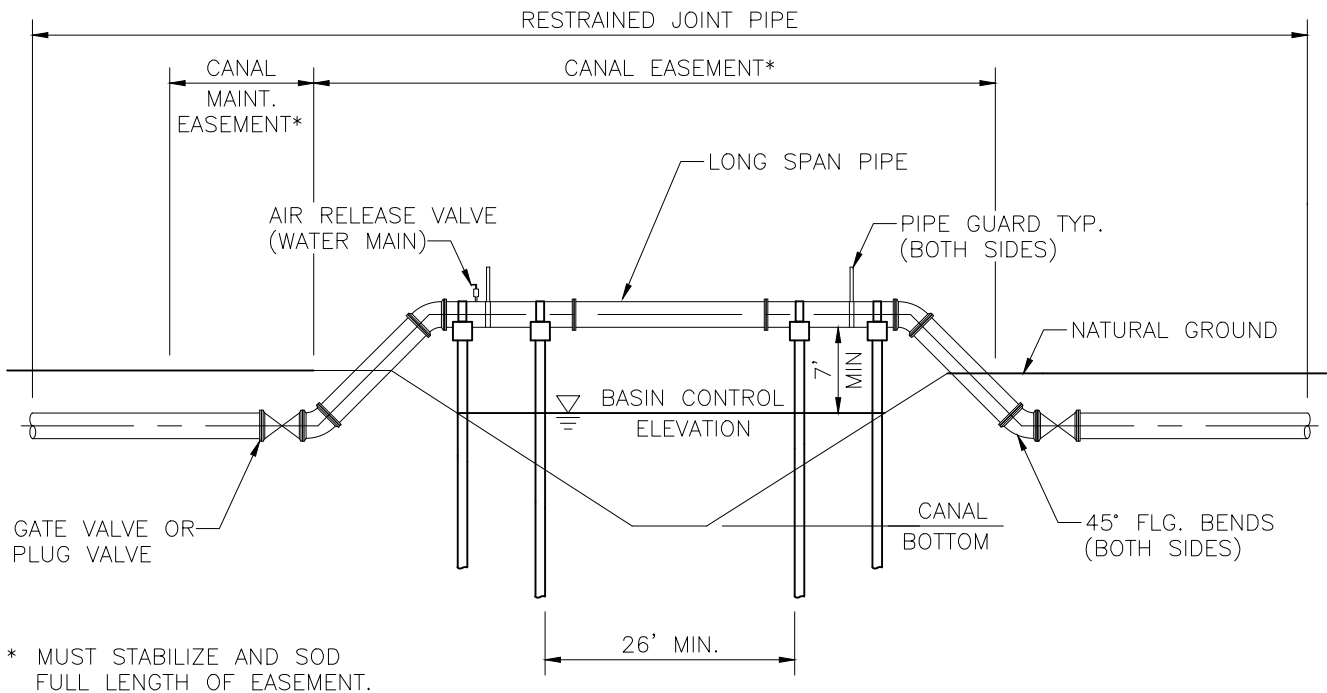


EXHIBIT
36



SUBAQUEOUS WATER & SEWER CROSSING



AERIAL WATER & SEWER CROSSING

37

EXHIBIT



SEAL

SOUTH BROWARD DRAINAGE DISTRICT
DESIGN CRITERIA MANUAL

EXHIBIT TITLE

UTILITY CROSSING DETAIL
AERIAL AND SUBAQUEOUS



SOUTH BROWARD DRAINAGE DISTRICT

UTILITY PERMIT APPLICATION

FOR DISTRICT USE ONLY
APPLICATION #:
PERMIT FEE: \$
PAID BY:

TYPE: UNDERGROUND CULVERT CROSSING AERIAL CULVERT CROSSING OTHER
 SUBAQUEOUS CANAL CROSSING USE OF DISTRICT EASEMENT

NAME OF UTILITY COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

CONTRACTOR:

COMPANY NAME: _____

CONTACT PERSON: _____ LICENSE #: _____

COMPANY ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ ALTERNATE PHONE: _____ E-MAIL: _____

PROJECT NAME: _____

PROJECT DESCRIPTION: _____

LOCATION OF WORK: SECTION(S) _____, TOWNSHIP _____ SOUTH, RANGE _____ EAST

PLAT, PARCEL AND/OR SUBDIVISION NAME: _____

ADDRESS/CROSS STREETS: _____

PROPERTY ID OR FOLIO #: _____ SBDD BASIN #: _____

DESCRIPTION OF DISTRICT FACILITIES BEING IMPACTED:



SOUTH BROWARD DRAINAGE DISTRICT

UTILITY PERMIT APPLICATION

NOTE: SBDD SHALL OBSERVE ALL CROSSINGS OF DRAINAGE FACILITIES TO INSURE THAT SAID DRAINAGE FACILITIES ARE NOT DAMAGED. IF SBDD IS NOT ABLE TO OBSERVE THE CROSSING, A DIVE INSPECTION WILL BE REQUIRED WITH ALL COSTS REIMBURSED TO THE DISTRICT. A DIVE INSPECTION WILL BE REQUIRED FOR ALL CROSSINGS OF DRAINAGE FACILITIES BY DIRECTIONAL BORE METHOD. A FINAL INSPECTION WITH SBDD WILL BE REQUIRED.

PERMIT FEES WILL BE TWO (2) TIMES THE STANDARD PERMIT FEE FOR ANY WORK PERFORMED WITHOUT A PERMIT.

THIS APPLICATION, INCLUDING SKETCHES, DRAWINGS OR PLANS AND SPECIFICATIONS ATTACHED, CONTAINS A FULL AND COMPLETE DESCRIPTION OF THE WORK PROPOSED OR USE DESIRED OF THE ABOVE-DESCRIBED FACILITIES OF THE DISTRICT AND FOR WHICH A PERMIT IS HEREWITH APPLIED. THIS INFORMATION SHALL BECOME PART OF ANY PERMIT THAT MAY BE ISSUED. IT IS AGREED THAT ALL WORK OR THE USE OF THE DISTRICT'S FACILITIES INVOLVED WILL BE IN ACCORDANCE WITH THE PERMIT TO BE GRANTED AND WITH THE PERMIT PROCEDURES AND CONSTRUCTION STANDARDS HERETOFORE ADOPTED BY THE DISTRICT WHICH HAVE BEEN EXAMINED AND ARE UNDERSTOOD BY THE APPLICANT AND AS THE SAME MAY BE HEREAFTER FROM TIME TO TIME AMENDED, CHANGED OR REVISED AND WHICH, IT IS FURTHER UNDERSTOOD, SHALL BE INCORPORATED BY REFERENCE AS A PART OF ANY PERMIT WHICH MAY BE GRANTED. BY SIGNATURE BELOW, APPLICANT AGREES TO THE SPECIAL CONDITIONS AS OUTLINED ON PAGE 3 OF 3 OF THIS APPLICATION.

AUTHORIZED REPRESENTATIVE/APPLICANT (AUTHORIZATION LETTER REQUIRED) AND/OR UTILITY OWNER:

SIGNATURE

PRINT NAME

TITLE

DATE



SOUTH BROWARD DRAINAGE DISTRICT

UTILITY PERMIT APPLICATION

SPECIAL CONDITIONS:

- A) PERMITTEE, BY ACCEPTANCE OF THE PERMIT, COVENANTS AND AGREES THAT THE SOUTH BROWARD DRAINAGE DISTRICT SHALL BE INDEMNIFIED, DEFENDED, PROTECTED, EXONERATED AND SAVED HARMLESS BY THE PERMITTEE FROM AND AGAINST ALL EXPENSES, LIABILITIES, CLAIMS, DEMANDS, AND PROCEEDINGS INCURRED BY OR IMPOSED UPON SAID DISTRICT IN CONNECTION WITH ANY CLAIM, PROCEEDING, DEMAND, ADMINISTRATIVE HEARING, SUIT, ATTORNEY'S FEES, APPELLATE PROCEEDING OR OTHER ACTIVITY, INCLUDING UNFOUNDED OR "NUISANCE" CLAIMS, IN WHICH THE DISTRICT MAY BECOME INVOLVED, OR ANY SETTLEMENT THEREOF, ARISING OUT OF ANY OPERATIONS UNDER THIS PERMIT, INCLUDING USE OF BODIES OF WATER FOR IRRIGATION PURPOSES, DAMAGE TO LANDSCAPING, PAINT DAMAGE TO AUTOMOBILES, BUILDINGS OR OTHER STRUCTURES AND ANY PROPERTY DAMAGE OR PERSONAL INJURIES, FATAL OR NON-FATAL, OF ANY KIND OR CHARACTER.
- B) PERMITTEE, WILL TAKE FULL RESPONSIBILITY FOR ANY DAMAGE WHICH MAY BE CAUSED TO EXISTING FACILITIES OWNED OR OPERATED BY THE SOUTH BROWARD DRAINAGE DISTRICT AND WHICH ARE ADJACENT TO OR IN THE PROXIMITY OF ANY CONSTRUCTION UNDERTAKEN PURSUANT TO THE PERMIT. IN ADDITION, THE PERMITTEE AGREES TO BE RESPONSIBLE FOR THE REIMBURSEMENT TO SOUTH BROWARD DRAINAGE DISTRICT FOR ALL EXPENSES ARISING OUT OF DAMAGE TO THESE FACILITIES.
- C) PERMITTEE AGREES TO BE FULLY, COMPLETELY AND TOTALLY RESPONSIBLE FOR ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE, OR EXPENSES, INCLUDING ATTORNEY FEES WHICH MAY ARISE OUT OF NEW CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT. IT IS FURTHER ACKNOWLEDGED THAT THE SOUTH BROWARD DRAINAGE DISTRICT HAS NO OBLIGATIONS OR RESPONSIBILITIES REGARDING THE IMPROVEMENTS TO BE CONSTRUCTED PURSUANT TO THIS PERMIT AND THAT ANY DAMAGE WHICH MAY BE CAUSED TO THE CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT SHALL BE REPAIRED BY THE PERMITTEE AND THAT THE SOUTH BROWARD DRAINAGE DISTRICT SHALL HAVE NO OBLIGATION TO REPAIR OR BE RESPONSIBLE FOR ANY DAMAGE WHICH MAY BE CAUSED TO THE CONSTRUCTION WORK TO BE UNDERTAKEN UNDER THIS PERMIT AS A RESULT OF THE ACTIVITIES OF THE SOUTH BROWARD DRAINAGE DISTRICT.
- D) BEGINNING WITH THE COMMENCEMENT OF THE CONSTRUCTION OF THE IMPROVEMENTS DEPICTED ON THE PLANS FOR WHICH THIS PERMIT IS ISSUED, THE PERMITTEE AGREES TO INDEMNIFY THE SOUTH BROWARD DRAINAGE DISTRICT AND HOLD IT HARMLESS FROM ANY CLAIMS ARISING OUT OF CONSTRUCTION WORK PERFORMED BY THE PERMITTEE OR ITS CONTRACTORS. THE PERMITTEE FURTHER AGREES TO INDEMNIFY AND SAVE HARMLESS THE SOUTH BROWARD DRAINAGE DISTRICT, BOTH DURING AND FOLLOWING CONSTRUCTION OF THE PROPOSED IMPROVEMENTS, FROM AND AGAINST ANY AND ALL ACTIONS OR CAUSES OF ACTION, CLAIMS, DEMANDS, LIABILITIES, LOSS, DAMAGE OR EXPENSE, INCLUDING ATTORNEY FEES, WHETHER INCURRED UNDER RETAINER, SALARY OR OTHERWISE WHICH THE SOUTH BROWARD DRAINAGE DISTRICT MAY SUSTAIN OR INCUR BY REASON OR IN CONSEQUENCE OF THE ISSUANCE OF THE PERMIT FOR THE APPLICATION TO WHICH THESE SPECIAL CONDITIONS ARE ATTACHED AND THE CONSTRUCTION WHICH IS COMPLETED UNDER THIS PERMIT. FURTHERMORE, UPON DEMAND, THE PERMITTEE FURTHER AGREES TO TAKE OVER AND DEFEND ANY SUCH CLAIMS BROUGHT OR ACTIONS FILED AGAINST THE SOUTH BROWARD DRAINAGE DISTRICT IN RESPECT TO THE SUBJECT OF THE INDEMNITY CONTAINED IN THIS AGREEMENT.