

APPLICATION AND PERMIT FOR RIGHT OF WAY ENCROACHMENT

TO: Dekalb County Transportation Division (770) 492-5206
1950 West Exchange Place, 4th Floor
Tucker, Georgia 30084

UTILITY PROJECT REFERENCE#
S. _____

Application is hereby made by

(Mailing Address)

for permission to construct, operate and maintain the following described utility facility installation within the public rights of way for _____
Road in Dekalb County, at the following described location:

In accordance with the attached plan and subject to the rules and regulations and any special requirements set forth herein. All general, special provisions and fee schedule shown on the reverse side and attached pages shall be observed during the submission of the permit for, installation, operation, and maintenance of said facilities. Description of utility facility to be installed: (sketch attached)

Trench in Pavement _____ x _____
(Length) (Width)

Trench Outside Pavement _____ x _____
(Length) (Width)

Number of Bores Under Roadway _____
Number of Bores Outside Roadway _____
Estimated Date of Completion _____
Aerial Line Installation _____ Lin. Ft.
Driveway Installation/Replacement

Total Length of Bores _____
Number of Poles _____
Size & Specification of Pipe _____ x _____
Aerial Service Attachment
Landscape Installation/Maintenance

Permit requested this _____ day of _____ 20____.

By: _____
(Signature)

Typed Name: _____

24 Hour Emergency No. _____

Title: _____

Permission is granted to make the above described Right of Way Encroachment in accordance with the plans and provisions hereof. This permit is to be strictly construed and no work other than that specifically described above is hereby authorized—subsequent normal maintenance accepted. Permit granted this _____ day of _____ 20____.

Call Utilities Coordinator 24 Hours Prior to Beginning Work.

DEKALB COUNTY TRANSPORTATION DIVISION

COMPRESSION RESULTS REQUIRED

BY: _____
(Transportation Utilities Coordinator)

(Director)

Date Completed _____

Signed _____
(Utilities Representative)

As-built received _____

(Transportation Utilities Coordinator)

GENERAL PROVISIONS

1. THE APPLICANT MUST FURNISH A \$500.00 SECURITY BOND. BOND WILL BE RETURNED AFTER PROJECT SITE HAS INSPECTED , RETURNED TO DEKALB COUNTY STANDARDS.
2. IT IS EXPRESSLY STIPULATED THAT THIS PERMIT IS A LICENSE FOR PERMISSIVE USE ONLY AND THE PLACING OF FACILITIES UPON PUBLIC PROPERTY PURSUANT TO THIS PERMIT SHALL NOT OPERATE TO CREATE OR VEST ANY PROPERTY RIGHTS IN THE HOLDER OF THIS PERMIT.
3. PRIOR TO THE INITIATION OF ANY WORK UNDER THIS PERMIT, THE APPLICANT SHALL DETERMINE THE LOCATION OF ANY AND ALL OTHER INSTALLATIONS FOR UTILITIES UPON, OVER OR ACROSS THE RIGHT-OF-WAY AND SHALL INSTALL , OPERATE AND MAINTAIN THE FACILITIES IN SUCH A MANNER AS NOT TO DAMAGE OR INTERFERE WITH THE OPERATION OF OTHER EXISTING FACILITIES.
4. IN THE EVENT OF FUTURE CONSTRUCTION, REPAIR, IMPROVEMENT, MAINTENANCE, SAFE AND EFFECTIVE OPERATION, ALTERATION OR RELOCATION OF ALL OR ANY PORTION OF THE ROADWAY OR OTHER COUNTY FACILITIES AS DETERMINED BY DEKALB COUNTY, AND AT THE SOLE EXPENSE OF THE PERMITEE ,UNLESS REIMBURSEMENT IS AUTHORIZED BY SEPARATE AGREEMENT, THE PERMITTEE AGREES, AT ITS OWN COST AND EXPENSE AND WITHOUT ANY COST AND EXPENSE TO THE COUNTY, TO MOVE ITS FACILITIES TO SUCH OTHER LOCATIONS ON PERMITTED RIGHT OF WAY AS DESIGNATED AND APPROVED BY THE COUNTY. SHOULD THE PERMITEE FAIL TO REMOVE OR RELOCATE FACILITIES, UPON DUE NOTICE FROM THE COUNTY, PERMITEE SHALL BE LIABLE FOR ANY EXTRAORDINARY COST OR DAMAGES INCURRED BY DEKALB COUNTY AS A RESULT THEREOF.
5. APPLICANT AGREES TO INDEMNIFY AND HOLD HARMLESS DEKALB COUNTY AND ALL OFFICERS, EMPLOYEES OR AGENTS OF DEKALB COUNTY OR ANY POLITICAL SUBDIVISION THEREOF, AGAINST ANY AND ALL CLAIMS, DAMAGES, DEMANDS, ACTIONS, CAUSES OF ACTIONS, COST AND EXPENSES OF WHAT-SO-EVER NATURE, WHICH MAY RESULT FROM ANY INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE ARISES OUT OF THE CONSTRUCTION OPERATION, MAINTENANCE, REPAIR, REMOVAL OR RELOCATION OF THE FACILITIES COVERED BY THIS PERMIT.
6. DEKALB COUNY, ITS ENGINEERS, OFFICERS OR EMPLOYEES SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR INJURY OR DAMAGE THAT MAY OCCUR TO FACILITIES COVERED BY THIS PERMIT OR TO ANY CONNECTION OR CONNECTION THERETO, BY REASON OF COUNTY MAINTENANCE AND CONSTRUCTION ACTIVITIES OR COUNTY CONTRACTOR OR PERMITEE OPERATIONS. DEKALB COUNTY'S CONTRACTOR SHALL NOT BE HELD LIABLE FOR ANY DAMAGE THAT MAY OCCUR TO UTILITY FACILITIES IF THE PERMITEE HAS BEEN NOTIFIED OF A CONSTRUCTION CONFLICT AND GIVEN REASONABLE TIME TO MARK OR RELOCATE ITS FACILITIES BUT HAS FAILED TO DO SO, THE FACILITIES OWNER SHALL BE RESPONSIBLE FOR INTERFACING WITH UTILITIES PROTECTION CENTER (UPC) TO DETERMINE NOTIFICATION.
7. IF DEKALB COUNTY UNDERTAKES TO IMPROVE THIS ROADWAY OR OTHER COUNTY OWNED FACILITIES IT SHALL BE THE RESPONSIBILITY OF THE PERMITEE TO PLAN WITH DEKALB COUNTY AND ITS CONTRACTORS A SCHEDULE WHICH WILL CLEARLY SET FORTH AT WHICH STATE OF OPERATIONS THE PERMITEE WILL BE REQUIRED TO PERFORM ANY ADJUSTMENT TO ITS FACILITIES NECESSARY TO ACCOMMODATE THE COUNTY IMPROVEMENTS AT THE PERMITEES EXPENSE.
8. DURING THE INITIAL INSTALLATION OR CONSTRUCTION OF FACILITIES AUTHORIZED BY THIS PERMIT, OR DURING ANY FUTURE REPAIR, REMOVAL OR RELOCATION THEREOF OR ANY MISCELLANEOUS OPERATIONS. THE PERMITEE SHALL AT ALL TIMES MAINTAIN A FLAGMAN, SIGNS, LIGHTS, FLARES, BARRICADES, AND OTHER SAFETY DEVICES IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND AS MAY BE NECESSARY TO PROPERLY PROTECT TRAFFIC UPON THE ROADWAY AND TO WARN AND SAFEGUARD THE PUBLIC AGAINST INJURY OR DAMAGE.
9. IT IS EXPRESSLY PROVIDED THAT WITH RESPECT TO ANY LIMITED ACCESS HIGHWAY, THE PERMITEE SHALL NOT HAVE OR GAIN DIRECT ACCESS, EITHER INGRESS OR EGRESS, FROM THE MAIN TRAVELED WAY OF SAID HIGHWAY OR ITS ON OR OFF RAMPS TO ANY FACILITIES AUTHORIZED BY THE PERMIT EXCEPT UPON SPECIFIC APPROVAL BY DEKALB COUNTY.
10. IT IS THE APPLICANT RESPONSIBILTY TO VERIFY THE LIMITS OF PUBLIC RIGHT-OF-WAY AND PERFORM LAND SURVEYING IF NECESSARY FOR LOCATION OF THE UTILITY FACILITIES AUTHORIZED HEREBY.
11. NO INHERENT OR RETAINED RIGHT OF PRIVILEGE OF ANY ABUTTING PROPERTY OWNER IS AFFECTED BY THIS PERMIT NOR IS DEKALB COUNTY RESPONSIBLE FOR ANY CLAIM WHICH MAY DEVELOP BETWEEN THE PERMITEE AND ANY PROPERTY OWNER CONCERNING THE USE OF THE RIGHT-OF-WAY. PERMITEE IS RESPONSIBLE FOR MAINTAINING REASONABLE ACCESS TO PRIVATE DRIVEWAYS DURING INSTALLATION OF ITS FACILITIES AND FOR RESTORATION OF

DRIVEWAYS TO THE OWNER'S SATISFACTION. THE PERMITTEE WILL BE REQUIRED TO REPLACE ANY DISTURBED AREA WITH LIKE-KIND MATERIALS, UNLESS A SATISFACTORY REPLACEMENT IS APPROVED BY THE COUNTY AND ABUTTING PROPERTY OWNERS.

12. APPROVAL OF THIS PERMIT DOES NOT NECESSARILY CONSTITUTE TOTAL APPROVAL OF DESIGN (OR CONSTRUCTION DETAILS) FOR THE PROPOSED FACILITIES. APPLICANT IS RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL CODES AND REGULATIONS.
13. USE OF EXPLOSIVES WITHIN THE COUNTY RIGHT-OF-WAY IS PROHIBITED UNLESS APPROVED BY A SEPARATE PERMIT.
14. APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING APPROVALS FOR THE PROPOSED INSTALLATION WHICH MAY BE REQUIRED BY ANY LOCAL GOVERNMENT AGENCY ON ROADS OR STREETS UNDER THE JURISDICTION.
15. PERMITTEE SHALL GIVE DEKALB COUNTY A MINIMUM OF 24 HOURS NOTICES PRIOR TO BEGINNING WORK UNDER THIS PERMIT.
16. THIS PERMIT SHALL BE VOID UNLESS WORK HERE UNDER IS BEGUN WITHIN NINETY (90) DAYS OF THE DATE OF ITS APPROVAL.
17. THE PROVISIONS OF THIS PERMIT ARE REGULATORY AND NOT CONTRACTUAL, NO INTEREST OR RIGHT OF AN APPLICANT GRANTED BY THIS PERMIT MAY BE TRANSFERRED TO ANOTHER EXCEPT BY WRITTEN CONSENT OF DEKALB COUNTY.
18. THIS PERMIT MAY BE REVOKED AT THE DISCRETION OF DEKALB COUNTY UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE PERMITTEE.
19. ALL UTILITY CUTS MADE WITHIN THE ROADBED OF ANY COUNTY ROAD SHALL BE REPLACED AS REQUIRED BY DEKALB COUNTY STANDARD DRAWINGS. IN ADDITION, SAID CUTS SHALL BE PLATED UNTIL SUCH TIME AS THE CONCRETE HAS CURED TO DESIGN COMPRESSIVE STRESS (COMPRESSION RESULTS REQUIRED FOR COMPLETION OF PERMIT) AND PROMPTLY ASPHALTED.
20. PERMITTEE SHALL BE RESPONSIBLE FOR OBTAINING ANY OTHER STATE AND FEDERAL PERMITS NECESSARY WORK PERFORMED UNDER THIS PERMIT.
21. ALL WORK COVERED BY AN ENCROACHMENT PERMIT SHALL MEET AND COMPLY WITH ALL APPLICABLE COUNTY, STATE AND FEDERAL LAWS, REGULATIONS, REQUIREMENTS AND PERMITS, INCLUDING BUT NOT LIMITED THE CODE, THE GDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES, THE GDOT POLICY FOR ACCOMMODATION OF UTILITIES, THE NATIONAL ELECTRICAL SAFETY CODE, THE AMERICAN NATIONAL STANDARDS INSTITUTE STANDARD CODE FOR PRESSURE PIPING, THE AMERICAN ASSOCIATION OF STATE HIGHWAY TRANSPORTATION OFFICIALS (AASHTO) MANUAL, AND THE GEORGIA SEDIMENTATION AND EROSION CONTROL ACT.
22. AN APPLICANT MUST PAY THE FEES AND SUBMIT A COMPLETED APPLICATION TO THE DIRECTOR OF PUBLIC WORKS. THE DIRECTOR SHALL GRANT OR DENY AN ENCROACHMENT PERMIT THIRTY (30) DAYS FROM RECEIPT OF A COMPLETE APPLICATION. EACH ENCROACHMENT PERMIT EXPIRES SIX (6) MONTHS FROM THE DATE OF ISSUANCE BY THE COUNTY AS REFLECTED ON THE PERMIT.

SPECIAL PROVISIONS