PEACHTREE CITY
PLAN TO STAY

ENGINEERING DEPARTMENT
153 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-631-2538
FAX: 770-631-2552
WWW.PEACHTREE-CITY.ORG
PERMIT FEE: $200 PLUS $100 INSPECTION FEE

APPLICATION FOR UTILITY FACILITY ENCROACHMENT

It shall be unlawful for any Utility to Construct or engage in Construction of facilities in, on, along, over or under the public roads of the city without a permit from the city.

☐	Name of Utility	
☐	Address of Utility	
☐	Location of Work	
☐	Name of Firm Doing Work	
☐	Contact Information of Representative of Firm:	Name:_____ Phone #:_____ Email:_____
☐	Are Plans Attached:	*(See Georgia Department of Transportation Utility Manual)*
☐	Project Date to Start	
☐	Project Date to End	
☐	Is Permit Fee Attached	*($300)*
☐	Is Certificate of Insurance Attached?	
☐	Application Completed	*Date:*_____

The applicant hereby acknowledges and agrees to comply with the latest edition of the ***Manual on Uniform Traffic Control Devices (MUTCD)*** provisions for temporary traffic control. The plans under which this application is being made shall comply with one of the following:

☐ MUTCD Typical Application Plan ☐ Detailed Traffic Control Plan (attached) ☐ Modified MUTCD Plan (attached)

The Utility Facilities covered hereby shall be installed in accordance with the plans attached hereto and made a part hereof. Applicant agrees to comply with and be bound by the City's Utility Placement Detail Accommodation Policy on file in the office of the City Engineer, made a part hereof by reference all applicable erosion control laws, special provisions shown on the reverse hereof, or attached hereto, during the installation, operation and maintenance of said utility facilities within the Public Right-of-Way.

Permit Requested this ____ day of _____ 2016

By: _____
(Signature)

_____
(Typed/Printed Name)

_____
(Title)

For Staff Only:
Application Review Completed on:

Date: _____
☐ Approved
☐ Denied
Reason: _____
_____

Permission is granted for the above described utility facility 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.

Permit approved this ____day of _____ 2016

City of Peachtree City
By: _____
(City Official)

General Provisions

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 right in the holder.

Whenever necessary for the construction, repair, improvement, maintenance, safe and effective operation, alteration or relocation of all or any portion of the highway, as determined by the city, any or all of said facilities and appurtenances authorized hereunder shall be immediately removed from the right-of-way, or reset or relocated thereon, as required by the City Engineer, and at the sole expense of the permittee unless reimbursement is authorized by separate agreement. Should the permittee fail to remove or relocate its facilities, upon due notice from the City, permittee shall be liable for any extraordinary costs or damages incurred by the City as a result thereof.

Applicant agrees to indemnify and hold harmless the City, the Developmental Services Division, and all officers, employees or agents of the City of Peachtree City, or any political subdivision thereof, against any and all claims, damages, demands, actions, causes of action, costs and expenses of whatsoever nature, which may result from any injury to, or the death of, any persons or from the loss of, or damage to, property of any kind of nature, when such injury, death, loss or damage arises out of the construction, operation, maintenance, repair, removal or relocation of the facilities covered by this permit.

The City, it's 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 connections thereto, by reason of road maintenance and construction activities or road contractor or permittee operations. The City's contractor shall not be held liable for any damage that may occur to utility facilities if the permittee has been notified of a construction conflict and given reasonable time to mark or relocate its facilities but has failed to do so.

If the City undertakes to improve this road, it shall be the responsibility of the permittee to plan with the City and its contractor a schedule which will clearly set forth at which stage of operations the permittee will be required to perform any adjustment to its facilities necessary to accommodate the road improvements.

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 permittee shall, at all times, maintain flagmen, signs, lights, flares, barricades, and other safety devices in accordance with the Federal Highway Administration's Manual on Uniform Traffic Control Devices, current edition, and as may be necessary to properly protect traffic upon the road, warn and safeguard the public against injury or damage.

It is the applicant's responsibility to verify the limits of public Right-of-Way for location of the utility facilities authorized hereby.

No inherent or retained right or privilege of any abutting property owner is affected by this permit nor is the city responsible for any claim which may develop between the permittee and any property owner concerning use of the Right-of-Way. Permittee is responsible for maintaining reasonable access to private driveways during installation of its facilities and for restoration of driveways to the owner's satisfaction.

Approval of this permit does not constitute approval of design or construction details for the proposed facilities. Applicant is responsible for compliance with all applicable local codes and regulations.

Use of explosives with the roadbed or beneath the pavement is prohibited unless approved by separate permit from the Fire Chief or Fire Marshall.

Applicant shall be responsible for obtaining approvals for the proposed installation that may be required by any other agency.

Permittee shall give the City a minimum of twenty-four (24) hours notice prior to beginning any work under this permit.

This permit shall expire unless work hereunder is begun within twelve (12) months of the date of its approval.

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 the City.

This permit may be revoked at the pleasure of the City upon fifteen (15) days written notice to the permittee.

(To be completed by Engineering Staff)

SPECIAL PROVISIONS

_____

_____

The installation covered by this permit has been completed in accordance with the provisions of the permit and the plans attached hereto.

Date _____ Signed _____

(Development Inspector)