



Application # \_\_\_\_\_

## Application for a Utility Construction Permit in City of Norcross Rights-of-Way

APPLICANT INFORMATION	
Company: _____	Phone No.: _____
Mailing Address: _____	Fax No.: _____
Contact Name: _____	email address: _____
CONTRACTOR INFORMATION	
Company: _____	Phone No.: _____
Mailing Address: _____	Fax No.: _____
Contact Name: _____	email address: _____
24 Hour Contact Name: _____	Phone No.: _____
UTILITY TYPE (check one)	
<input type="checkbox"/> Private Utility <input type="checkbox"/> Small Cell Technology	

Job Address/Location: \_\_\_\_\_

Job Description: \_\_\_\_\_

**Required Attachments:**

- Proof of insurance or self-insurance sufficient to defend and cover claims of third parties and of municipal authorities.

By signature below, I am affirmatively declaring:

*The company will comply with all applicable federal, state, and local laws and regulations, including municipal ordinances and regulations, regarding the placement and maintenance of facilities in the public rights of way, including but not limited to the Georgia Department of Transportation's "Utility Accommodation Policy and Standards."*

Signature of owner /applicant /agent: \_\_\_\_\_ Date: \_\_\_\_\_

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**Do not write below this line**

Date Received: \_\_\_\_\_ Fee Paid: \_\_\_\_\_ Receipt Number: \_\_\_\_\_

Fee: \$5,000/ mile (fee calculated to the nearest .01 mile of work in city right-of-way, applicable to new franchises to the city)

## **PERMIT REQUIREMENTS AND ACKNOWLEDGMENTS**

(Note: Allow up to 10 business days for processing. An incomplete application will delay processing)

1. Sign both the application and this instruction sheet form. Submit all documents via the City's online Portal.
2. Complete each item on the application. If an item does not apply, print "N/A" in the blank space.  
**No changes or alterations to this permit may be made without written permission from the City Engineer.**
3. Utility contractor understands that no foreign material such as fill, aggregate, rock, or bituminous material, etc. shall be stored or deposited on the roadway during the work. If any material is tracked onto the roadway, it must be removed immediately. Any debris, surplus material, etc. generated due to the work must be removed from the City's right-of-way within 24 hours.
4. At least 48 hours prior to start of work, the permittee shall notify the City Engineer at (678) 421-2032. Within 5 days after completion, the permittee shall notify the City Engineer for final inspection.
5. If the permittee intends to alter or remove any signs within the City's Right-of-Way, the permittee must notify the City Engineer at (678) 421-2032 at least 24 hours in advance, and shall obtain approval prior to performing such work. The permittee shall take necessary and reasonable measure to protect or avoid such signs and shall install temporary signs that conform to the most current edition of the Manual on Uniform Traffic Control Devices for streets and Highways (MUTCD) if required by the City of Norcross.
6. For the safety of the traveling public and for the safety of those working within the Right-of-Way, barricades, warning devices, signs and flagmen shall be provided by the contractor during all phases of their construction and maintenance operations on City roads to properly protect traffic and warn and safeguard the public against injury or damage. The design, layout, and placement of all signs, barricades, and other warning devices shall conform to the most current edition of the Manual on Uniform Traffic Control Devices for streets and Highways (MUTCD)
7. All disturbed areas shall be stabilized (i.e. Seeding, Sod, erosion control blanket, etc.) with the proper erosion and sediment control devices. Temporary Best Management Practices shall be implemented after each day of work and maintained until final stabilization is established. The permittee's attention is drawn to the requirements of The Georgia Sedimentation and Erosion Control Act.
8. All work shall conform to applicable local, state and federal regulations.
9. This permit may be revoked at the discretion of City of Norcross upon thirty (30) days written notice to the permittee.
10. This permit shall be void unless work hereunder is begun within ninety (90) days of the date of its approval.
11. It is the full responsibility of the permittee prior to the initiation of any work under the approved permit, to 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 its existing facilities.
12. It is the permittee's responsibility to verify the limits of public right-of-way and perform land surveying if necessary for location of the utility facilities authorized hereby.
13. Use of explosives within the City right-of-way is prohibited unless approved by a separate permit.
14. Permittee shall be responsible for obtaining approvals for the proposed installation which may be required by any local government or agency on roads or streets under their jurisdiction.

15. Permittee agrees to indemnify and hold harmless the City of Norcross and all officers, employees, or agents of the City of Norcross or any political subdivision thereof, against any and all claims, damages, demands, actions, causes of action, cost 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 or nature, when such injury, death, loss or damage arises out of the construction operation, maintenance, repair, removal or of the construction operation, maintenance, repair, removal, or relocation of the facilities covered by this permit.
16. City of Norcross, 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 connections thereto, by reason of City maintenance and construction activities or City contractor or permittee operations, City of Norcross'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.
17. No inherent or retained right or privilege of any abutting property owner is affected by this permit nor is City of Norcross responsible for any claim which may develop between the permittee and any property owner concerning the use of the right-of-way. Permittee is responsible during installation of its facilities for restoration of driveways to the owner's satisfaction. The permittee will be required to replace any disturbed area with "in kind" materials throughout entire permit area unless a satisfactory replacement is approved by the City and abutting property owners.
18. 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 a written consent of City of Norcross.
19. Permittee shall be responsible for permanently patching any pavement cut and maintaining the patch should it become settled, cracked, broken or otherwise faulty.

**Special provisions**

I, \_\_\_\_\_ agree to follow the above permit requirements, acknowledgments, and special provisions

Title \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_