



**City of Dublin
Engineering Department**

Application and Permit for Utility Facility Encroachment

Application is hereby made to City of Dublin by:

(Utility Owner - Name and Address)

For permission to construct, operate, and maintain the following described utility within the public
Right-of-way of
City Street Name and/or Road Number

Description of Work: _____

Location of Work: _____

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 City of Dublin's Utility Accommodation Policy and Standards on file at the City of Dublin's Engineering Department Office. Made a part hereof by reference, and all General Provisions and 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 _____

By: _____
(Signature)

Witness to Signature:

(Typed Name)

(Typed Name)

(Title and Phone Number)

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 granted this _____ day of _____

By: _____

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 road, as determined by the City of Dublin, 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 of Dublin, 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 City of Dublin, permittee shall be liable for any extraordinary costs or damages incurred by City of Dublin as a result thereof.

Applicant agrees to indemnify and hold harmless the City of Dublin, the Engineering Department, and all Officers, employees or agents of the City of Dublin, 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 death of, any persons or from the loss of, or damage, property of any kind or 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 of Dublin, 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 connections thereto, by reason of highway maintenance and construction activities or road contractor or permittee operations. The City of Dublin'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 of Dublin undertakes to improve this road it shall be the responsibility of the permittee to plan with the city of Dublin 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 Department of Transportation's Manual on uniform traffic control devices and as may be necessary to properly protect traffic upon the road and to warn and safeguard the public against injury or damage.

It is expressly provided that with respect to any limited access road, the permittee shall not have or gain direct access, either ingress or egress, from the main traveled way of said road or its on or off ramps to any facilities authorized by the permit except upon specific approval by the City of Dublin.

It is the applicant's responsibility to verify the limits of public right-of-way for location of the utilities facilities authorized hereby.

No inherent or retained right or privilege of any abutting property owner is affected by this permit nor is the City of Dublin 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 governmental codes and regulations.

Use of explosives within the roadbed or beneath the pavement is prohibited unless approved by separate permit.

Applicant shall be responsible for obtaining approvals for the proposed installation, which may be required by any local government on roads or streets under their jurisdiction or by any other agency.

Permittee shall give the City of Dublin a minimum of 24 hours notice prior to beginning any work under this permit.

This permit shall be void unless work hereunder is begun 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 of Dublin.

This permit may be revoked at the pleasure of the City of Dublin upon (30) day's written notice to the permittee.

Special Provisions

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

Date: _____ Signed: _____