

APPENDIX D



PERMIT RELATED DOCUMENTS

DOT 7513A
REV. 07/1983
REV. 05/1998
REV. 06/2000

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

PERFORMANCE BOND Bond # _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called the Principal), as Principal and
Name of Permit Applicant or Agent
the _____, a _____ corporation having its principal office
(Name of Surety Company) (State Where Surety was Incorporated)
and place of business at _____ and Local address
at _____ and duly authorized to do business in
(Street) (City) (State)

the State of Georgia (hereinafter called the Surety) as Surety are held firmly bound unto the Georgia Department of
Transportation as Obligee, (hereinafter called the Owner) in the sum of _____ Dollars (\$ _____)
for the payment whereof, Principal and Surety bind themselves, their heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Permit Applicant has submitted application(s) to Owner for (a) certain written permit form(s) (is) (are) hereby
referred to and made a part hereof as fully and to the same extent as if copied at length herein.

Said application form(s) (is) (are) dated _____ approximately. The purpose of this Bond is to
(Month/Year)
guarantee that the Principal (as listed above) will comply with all stipulations, requirements and specifications of said
Permit(s) No. (s) _____ which permit(s) the Georgia Department of Transportation,
(#'s To Be Provided by DOT Prior to Execution)
is to approve and issue to the applicant upon receipt of this bond. The above permit(s) (is) (are) to authorize certain
construction work as described therein within the right-of-way of _____ in
(State Highway No.)
_____ County at _____
(County) (Approximate Location)

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the Principal shall well and truly perform and
fulfill all the undertakings, covenants, terms, conditions and agreements of said permit(s) and shall also well and truly
perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized
modifications of said permit(s) that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in
full force. Principal must obtain a Written Release from Owner before this bond may be voided or terminated or allowed to
lapse.

If the Principal and/or Permit Applicant, if different does any work on Highway right-of-way prior to approval and issuance of
the above described permit, this bond is hereby extended to cover any removal or corrective action determined necessary by the
owner. If the permit is never issued and the Principal and/or Permit Applicant, if different, encroaches onto State right-of-
way the Principal and Surety are also obliged to take whatever action is deemed necessary by the owner to correct such
unauthorized encroachment.

The Surety's aggregate liability hereunder shall in no event exceed the amount set forth above.
No claim, suit or action shall be brought hereunder after the expiration of two (2) years following the date upon which the
Principal is released from this bond. If this limitation is made void by any law, controlling the construction hereof, such
limitation shall be deemed to be amended to equal the minimum period of limitation permitted by such law.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein
or the heirs, executors, administrators or successors of Owner.

Signed, sealed and dated this _____ day of _____ 20____

WITNESS: _____
(Name of Principal)
Signature of Witness _____
(Address of Principal)

Address of Georgia Resident Agent, If applicable
BY: _____
Signature of Georgia Resident Agent, If Applicable _____
(Signature of Principal)

Address inquiries to: _____
Appropriate DOT District Office (Name of Surety)

ATTN: District Traffic Engineer (Name of Attorney in Fact) (Type or Print) (Area Code, Phone #)

PERMIT RELATED DOCUMENTS

LETTER OF ESCROW
(SAMPLE ---- Prepare Original on Bank Letterhead)

Department of Transportation
State of Georgia
5025 New Peachtree Road, NE
Chamblee, GA 30341

Georgia Department of Transportation
Permit No. _____, _____ County
S.R. _____, M.P. _____
Date: _____

Gentlemen:

This is to advise that the NAME OF BANK (GEORGIA BANK ONLY) at the request of Applicant has set aside an amount of \$Amount in an escrow account as a cash bond for the Department of Transportation, State of Georgia. This amount of \$Amount will be held in escrow until either request for payment to the Department of Transportation, State of Georgia is made, or until the work under Permit No. Number has been satisfactorily completed and the escrow account released by letter, from the Department of Transportation, State of Georgia, to the applicant.

If any work is done on the highway right-of-way prior to approval and issuance of the permit(s) involved herein, this escrow account is hereby extended and may be used to cover any removal or corrective action determined necessary by the Department of Transportation, State of Georgia. If the permit is never issued and encroachment is made on the highway right-of-way, these escrow funds may be used to make whatever corrections are deemed necessary by the Department of Transportation, State of Georgia.

Sincerely,

Name of Bank

Conditions Accepted:

Title

Applicant's Signature

PERMIT RELATED DOCUMENTS

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
 (READ BEFORE SIGNING)

 District No.

 Name of Applicant SR No. Milepost Permit No.

 County

The undersigned agrees to indemnify and hold harmless the Georgia Department of Transportation, the State of Georgia, its agencies and instrumentalities and all of their respective officers, members, employees and directors (collectively referred to as the "DOT" from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, and from the payment of any sum or sums of money to any persons whomsoever (including third persons or subcontractors, employees or agents of the undersigned or of DOT), for any loss due to personal injury, bodily injury, death, or property damage arising out of attributable to or resulting from this permit or in any way attributable to the activities authorized by this permit; or due to any violation of this permit by the permit holder, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation in connection with this permit or authorized by this permit. If and to the extent such damage or loss covered by this indemnification is paid by any State self-insured funds (the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (DOAS) the undersigned agrees to reimburse the Funds for such monies paid out by the Funds. The undersigned acknowledges the permits can be granted in situations where limited sight distance exists, and that the DOT makes no warranty, express or implied, concerning sight distance or other engineering considerations involved in granting this permit. The undersigned further acknowledges that the DOT has relied upon the representations made by the undersigned in applying, for this permit, including the undersigned's representations that all conditions of the permit shall be met and that the undersigned shall meet all DOT specifications, as well as all relevant Federal, State and local laws, rules or regulations in the activities authorized by this permit. This indemnification shall apply where the DOT may be partially responsible for the situation giving rise to the claim.

 Signature of Applicant

 Date