

Permit Agreement for the Accommodation of Utility Facilities on Public Right of Way

Utility Owner: _____ **Project Name/#:** _____
Contact: _____ **Description:** (blasting/boring/open cut, etc.) _____
Address: _____
Telephone: _____
Construction Contractor: _____ **Contact:** _____
Name of Road: _____ **Location:** _____

THIS AGREEMENT is entered into this the _____ day of _____, _____ acting by and through its City Engineer hereinafter referred to as the City and the above referenced Utility Owner hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS the APPLICANT desires to have its facilities accommodated on public highway right of way in the City of Cullman, Alabama, said project or maintenance section being designated as above project name/ number, and consisting approximately as described above by project description, WHEREAS the CITY hereby grants to the APPLICANT approval to cross or locate its facilities on the public right of way at the location and in the manner hereinafter set forth:

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right of way, whether acting through in house forces of the APPLICANT and/or contractor(s) of the APPLICANT, in accordance with plans and specifications of the APPLICANT as approved by the CITY which plans, and specifications are hereby made a part hereof by reference.
2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Cullman CITY Engineers Office and is hereby a part hereof by reference.
3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to, as the provisions thereof are applicable to such work. Such Manual is of record in the Cullman CITY Engineers Office.
4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto. The APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.
5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl. Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
6. Reimbursement for future relocations of the APPLICANT'S facilities will be in accordance with State law in effect at the time such relocations are made.
7. The APPLICANT will be obligate for the payment of damages occasioned to private property, public utilities, or the public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees, or facilities.
8. The APPLICANT will always have a copy of this Agreement on the project site while said work is being performed.
9. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the CITY to the public right of way nor to increase, decrease or modify in any way the rights of the APPLICANT provided by law with respect to the construction, operation, or maintenance of its facilities on the public right of way.
10. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement; otherwise, this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the City for a period of one year from acceptance by the CITY of the completion of work applied for by APPLICANT.

I WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials, and persons thereunto duly authorized, to be effective on the day and year first above stated.

APPLICANT SIGNATURE: _____ **DATE:** _____

-FOR OFFICE USE ONLY-

APPROVED: YES / NO

APPROVED BY: _____ DATE: _____

NAME / TITLE: _____