

**TALLADEGA COUNTY HIGHWAY DEPARTMENT**  
**Permit Agreement for the Accommodation of Utility**  
**Facilities on Public Right-of-Way**

Project Number \_\_\_\_\_  
Permit Number \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone Number \_\_\_\_\_  
R.O.W. \_\_\_\_\_  
Utilities \_\_\_\_\_  
Construction Date \_\_\_\_\_  
Location Map Attached 1/2" = 1 mile

This Agreement is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Talladega County Highway Department acting by and through its Engineer hereinafter referred to as the COUNTY and \_\_\_\_\_ a Utility hereinafter referred to as the APPLICANT.

WITNESSETH

WHEREAS, the APPLICANT desires to have its facilities accommodated on public highway right-of-way in Talladega County, Alabama, said project being designated as \_\_\_\_\_, and consisting approximately of the following:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

WHEREAS, the COUNTY 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 here to as follows:

1. The Applicant will install its facilities on public right-of-way in accordance with plans and specifications of the APPLICANT as approved by the COUNTY 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 Department of Transportation 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 Alabama Department of Transportation at the execution of this Agreement.

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 Occupations Safety and Health Administration (OSHA) in the proper disposition of the hazardous materials encountered.
6. The APPLICANT will file with the County an acceptable certified check or bond in the penal amount of \$(SEE \*NOTE) to guarantee the faithful performance of this permit contract in its entirety. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the COUNTY as a result of the bond, will be applied to complete and fulfill the permit contract terms.
7. The APPLICANT will protect, defend, indemnify and hold harmless The Talladega County Highway Department, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.
8. If at any time it is determined by the COUNTY that any or all of the APPLICANT'S facilities covered by this Agreement need to be relocated, repaired or removed within or from the COUNTY right-of-way, the APPLICANT will accomplish such relocation, repair or removal, within one hundred eighty days from the date of written notice therefore from the COUNTY. Relocation, repair or removal will be at the sole expense of the APPLICANT, and the APPLICANT hereby waives any claim to any payment for cost and expense incurred therefore.
9. In the event the APPLICANT fails to commence the relocation, repair or removal of its facilities within or from the COUNTY right-of-way within thirty (30) days from the date of written notice from the COUNTY to the APPLICANT seeking any such relocation, repair, or removal or in the event it is determined by the COUNTY that the APPLICANT will not accomplish the relocation, repair or removal within the

time period of one hundred eighty days from commencement, the COUNTY may in the discretion of the County Engineer, on the happening of either event above stated, cause the relocation, repair or removal to be accomplished in a manner acceptable to the COUNTY and APPLICANT will promptly reimburse the COUNTY for any and all sums actually expended for and in any way connected with such relocation, repair or removal by the COUNTY. The APPLICANT does hereby release the COUNTY, its officers, officials, employees, and agents from any and all loss, claims, and liability arising or resulting to the APPLICANT from the acts by the COUNTY above stated.

10. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.
11. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.
12. This agreement does not constitute or grant to the APPLICANT any right, title, property interest, claim or control in or to any part of the highway right-of-way.
13. 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.
14. In making this request, I, the undersigned, do agree to perform the above described work in keeping with policies established by the Talladega County Commission, in such a way as to leave county road and right-of-way in a condition as good as before said work was commenced, putting special emphases on the following: Pleasing appearance; proper drainage; and proper erosion control.
15. It is understood that Talladega County will not be responsible for conflict with utility due to road maintenance or road construction. Plowing will be allowed on paved roads, by tracked vehicles on where right-of-way conditions warrant and with the proper approval of the Talladega County Highway Department. Approval will be obtained before work commences. All cable will be placed behind ditch line on paved roads except when specified by County Engineer. It is understood and agreed by the undersigned party that if County Road and County right-of-way is not restored in as good condition as before said work was commenced, that the County is authorized to have corrections made at the expense of the utility company involved.
16. Any utility installed shall be a minimum of 2 feet away from any existing utility unless utility is owned by the applicant.

17. In the event that The Talladega County Highway Department is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to Talladega County by ADEM/EPA.

IN 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.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
(Legal Name of Applicant)

BY:

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Typed or Printed Title)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_

Engineer

\*NOTE- Not applicable at this time.