

**JACKSON COUNTY DEPARTMENT OF PUBLIC WORKS**  
**Permit Agreement for the Accommodation of Utility**  
**Facilities on Public Right-of-Way**

Project No: \_\_\_\_\_  
Permit No. \_\_\_\_\_  
P.E. \_\_\_\_\_  
R.O.W. \_\_\_\_\_  
Utilities \_\_\_\_\_  
Construction \_\_\_\_\_  
Maintenance Section \_\_\_\_\_  
Location of Accommodation: \_\_\_\_\_  
\_\_\_\_\_

THIS AGREEMENT is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Jackson County Department of Public Works acting by and through its County 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 Jackson County, Alabama, said project and maintenance section being designated as \_\_\_\_\_, and consisting approximately of the following: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

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 hereto 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 Jackson County Department of Public Works and the Alabama 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 Jackson County Department of Public Works and 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 Section 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. The APPLICANT will file with the COUNTY an acceptable certified check or bond in the penal amount of \$ \_\_\_\_\_ 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. 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.

8. 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.

9. The APPLICANT will have a copy of this Agreement on the project site at all times while said work is being performed.

10. Nothing contained in this Permit Agreement, nor the issuance or receipt thereof, shall be construed to alter or affect the title of the COUNTY 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.

11. 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.

12. 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 Jackson County Department of Public Works for a period of one year from acceptance by the Department of the completion of work applied for by APPLICANT.

13. The APPLICANT stipulates that the specific use of these facilities located upon public right-of-way is \_\_\_\_\_

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APPLICANT further stipulates that should this specific use change at any time in the future that the APPLICANT will notify the COUNTY immediately of the change.

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)

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
County Engineer, Jackson County

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

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

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

JACKSON COUNTY DEPARTMENT OF PUBLIC WORKS  
ACTING BY AND THROUGH ITS  
COUNTY ENGINEER