



**City of Robertsdale Planning Department
P. O. Box 429
Robertsdale, Al. 36567**

Permit No: _____
Permit Date: _____

**PERMIT AGREEMENT FOR THE ACCOMODATION OF UTILITY
FACILITIES AND RELOCATION ON PUBLIC CITY RIGHT-OF-WAY**

This agreement is entered into this the _____ day of _____, 20 __, by and between the City of Robertsdale acting through its authorized agents of the City of Robertsdale Planning Department hereinafter referred to as "City" AND _____ hereinafter referred to as the "Utility".

WITNESSETH

WHEREAS, the City proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way inside the City limits of Robertsdale, Alabama, and;

WHEREAS, the project subject hereto and contained herein is hereby described, designated and/or entitled as:

and;

WHEREAS, the City has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

NOW THEREFORE, be it agreed as follows:

I. Planning Coordinator Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit A and/or in accordance with the requirements of City, so as to occasion the least possible interference with the progress of City projects where such installation is within the bounds of an active highway project.

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II. City Standards

Utility agrees to conform to the provisions of the current City Standards, as interpreted by the Planning Coordinator, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Robertsedale, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

III. Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time.

IV. Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of City and Utility, and such actions are in compliance with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement shall not violate any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to the City, and to the satisfaction of the Planning Coordinator, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Stormwater Permitting Requirements if applicable.

If registration of the project with ADEM is not required, under current stormwater Permitting Regulations as determined by the Utility, then it shall be a City requirement that Utility must provide a "written certification of review and understanding" of those same requirements to City as part of this Permit Application.

Notwithstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

V. Term and Binding Effect

This Agreement and contract will, upon City approval and execution:

1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Right-of-Way Permit Form

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by City, and;

3. Be binding upon and shall inure to the benefit of the City, Utility and their respective agents and successors.

VI. Exhibits and Attachments

The following exhibits and/or attachments listed below referenced herein are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of Utility installation and ability to treat the waste (Sewer Permits only)
- D. Certificate of Insurance (City of Robertsdale as "Certificate Holder" *only*)
- E. Construction Schedule
- F. _____

City and Utility jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

VII. Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

VIII. Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

IX. Severability

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In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

X. Bond Requirements

The Utility agrees to file with the City of Robertsdale, a certified check or bond in the amount of \$_____ made payable to the City of Robertsdale to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the City of Robertsdale for a period of one year.

At the end of one year, from the completion of this work, the City of Robertsdale may:

1. If the work is determined to be satisfactory by City, return the bond or certified check to the remitter, or;
2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with City forces, and;
3. The City has the authority to determine if a bond is required, depending upon the circumstances of the permit.

XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

- | | |
|--|-------------------|
| A. Buried Cable | |
| 1. Crossing | \$5,000 |
| 2. Parallel, Trench | \$5,000 per mile |
| 3. Parallel, Direct Burial | \$2,000 per mile |
| B. High-pressure, gas pipelines | |
| 1. Crossing highway | |
| I. 8-inch diameter and smaller | \$10,000 |
| II. 10 through 16-inch diameters | \$25,000 |
| III. Larger than 16 inches | \$50,000 |
| 2. Parallel to highway | |
| I. 8-inch diameter and smaller | \$5,000 per mile |
| II. 10 through 16-inch diameters | \$25,000 per mile |
| III. Larger than 16 inches | \$20,000 per mile |
| C. Low-pressure water, sewer, and gas pipelines | |
| 1. Crossing highway | \$5,000 |
| 2. Parallel to highway | \$5,000 per mile |
| D. For unpaved roadway - above amounts may be reduced by as much as 75% at the discretion of City. | |
| E. The City reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity. | |

Right-of-Way Permit Form

XII. Required Relocation of Facilities

As a condition for permission to install its facilities upon City right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon City financially or otherwise in the event such future relocation is required by City due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by City, if such relocation is required.

XIII. Exclusions, Liabilities, and Damages

City, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. City shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless City for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on City rights-of-ways as herein described or otherwise performed with or without authorization.

City shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause City to finish, correct, alleviate, or work on a project/task deemed by City to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the City or through the redeeming of the Bond held by the City in the name of the Utility for said Project.

XIV. Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

XV. Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof, are applicable to such work or otherwise deemed necessary by City.

XVI. Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

- A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;
- B. A telephone number where utility company can be reached by phone, and;

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C. The distance from ped or pole to existing buried line, and;

D. This applies to existing ped, pole and line, as well as new lines.

XVII. Implementation of Work

Utility must begin work (to the satisfaction of City) on the project no later than 90 days from dated issue of permit, or in the alternative, notify City Planning Coordinator in writing for consideration of a discretionary extension for good cause.

XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to reseeding with grass seeds, sod, etc. Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards.

XIX. Non- Waiver

The waiver of any breach of this agreement by City shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or omission by City to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and City may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

XX. Mandatory Time of Contact

Utility agrees to place calls, for construction, to City at least 24 hours prior to construction and upon completion.

XXI. Non-Endorsement

City, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the City right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of City. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

XXII. Additionally Agreed Upon Provisions (if any)

Right-of-Way Permit Form

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED:

BY _____
**Authorized Representative
CITY OF ROBERTSDALE
PLANNING DEPARTMENT**

**CITY OF ROBERTSDALE PLANNING
DEPARTMENT
UTILITY PERMITS
P. O. Box 429
Robertsdale, Al. 36567
251-947-6005, phone
251-947-2619, fax**

APPLICANT:

BY _____
SIGNATURE

TYPED OR PRINTED NAME

TITLE

UTILITY COMPANY

ADDRESS

PHONE NUMBER

I, _____, a Notary Public in and for said City, in said County, in said State, hereby certify that _____, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

Given under my hand and official seal, this the _____ day of _____, 20_____.

, Notary Public