

ATTACHMENT A

_____ COUNTY HIGHWAY DEPARTMENT

COUNTY CONTACT INFORMATION:

Staff Contact: _____

Phone Number: _____

E-Mail: _____

**** Applicant shall remit a permit fee in the amount of _____ along with the permit request. ****

PERMIT REQUEST TO WORK WITHIN THE COUNTY RIGHT- OF-WAY

Date and Time of Permit Request: _____

Request is being made by (applicant):

[Please provide name, address and contact information]

Applicant seeks permission to install, maintain, and/or remove the following described utilities within the county right-of-way:

At the Following Described Location:

GPS Location: _____

Log Miles (beginning/ending): _____

Type of work to be performed:

Expected starting date: _____

Expected completion date: _____

Contractor, Subcontractor, or Party to Perform Work:

Address and Telephone Number of Company or party to perform work:

Is this an emergency? _____ If yes, why?

IF EMERGENCY TELEPHONE CALL MADE:

Date and Time of Emergency Call

Name of Agent of applicant who made Call

*If an emergency call is made, the REGULATIONS GOVERNING THE USE OF THE COUNTY RIGHT-OF-WAY still require that certain information be provided to the chief administrative officer, using the permit request form, by the next business day.

Please select one of the following options:

_____ Option #1

Applicant is to deliver collateral in the form of a _____ (ex. surety bond, letter of credit, cashier's check, etc.) to the chief administrative officer of the highway department to guarantee that applicant's work within the right-of-way is done in accordance with the construction plan, applicable regulations, and any special conditions specified herein. The collateral is to be in the amount of \$_____. Applicant will be informed by the chief administrative officer in writing of any other requirements or conditions related to the collateral.

OR

_____ Option #2

Applicant is not required to post collateral.

The Department of Commerce and Insurance of the State of Tennessee (the "department") requires that all persons contracting to perform construction work

within the state be qualified and licensed by the department if the work is equal to or in excess of \$25,000.

Has applicant supplied the chief administrative officer with proof of a currently valid contractor's license? ___ Yes ___ No ___ N.A.

As a condition of the issuance of a permit, applicants must provide proof of liability insurance with a minimum policy in the amount of _____.

Has applicant supplied sufficient proof of required liability insurance?
___ Yes ___ No

Pursuant to the Competitive Cable and Video Services Act, Tennessee Code Annotated Section 7-59-310, as a condition of the issuance of a permit allowing for open trenching, the applicant shall provide at least fifteen (15) days' notice prior to the initiation of any work in the county right-of-way to all providers of cable or video services within the county. The notice shall include the particular dates in which the trenches will be available for such cable or video service providers for the installation of conduit, pedestals or vaults, and laterals. This requirement is limited to new construction or property development in which utilities will be laid in the county right-of-way.

Has applicant provided the required notice? ___ Yes ___ No ___ N.A.

*If yes, applicant shall provide a copy of the notice sent to providers.

Applicant in applying for this permit agrees to the following:

1. Applicant agrees to perform all work in accordance with the attached construction plans, the REGULATIONS GOVERNING THE USE OF THE COUNTY RIGHT-OF-WAY, adopted by the county legislative body by Resolution No. _____ on _____(DATE), and any special conditions set forth herein.

Special Conditions:

In the case of extraordinary circumstances, whereby the chief administrative officer modifies any provisions of the regulations to address such circumstances, any such approval of a variance from these regulations and any modified conditions or specifications issued by the chief administrative officer shall be in writing and incorporated as part of this permit request.

2. Applicant, before commencing any work, shall submit to the chief

administrative officer of the county highway department detailed construction plans [INSERT APPROPRIATE LANGUAGE HERE IF PLANS MUST BE SEALED BY AN ENGINEER] showing the location, type and scope of all work to be done in order that the chief administrative officer may review and approve the proposed work. No work other than that specifically described in the construction plans and approved by the chief administrative officer is authorized.

3. Applicant shall be responsible for road damages, personal injury, property damages or any other damages caused by any negligence on its part, including but not limited to, the improper placing of or failure to display construction signs, danger signs and other required signage and will bear any expense proximately caused by its operation on the right-of-way. This applies whether the applicant or someone acting on the applicant's behalf performs the work.

4. Applicant shall pay the salary and expenses of any inspector(s) that the chief administrative officer may see fit to place upon the work site while such inspector(s) is/are assigned to the work site. The chief administrative officer, before incurring any expenses expected to be charged to the applicant, shall advise the applicant in writing of this fact.

5. Applicant shall replace or repair any portion of the pavement, shoulders, bridges, culverts, or any other part of the county right-of-way that may be disturbed or damaged as a result of its work performed in the right-of-way. Replacement and repairs shall be made in accordance with the REGULATIONS GOVERNING THE USE OF THE COUNTY RIGHT-OF-WAY issued by _____ County and any additional instructions issued by the chief administrative officer. In the event that the replacement or repairs made by applicant are not satisfactory to the chief administrative officer, such deficiencies shall be remedied in accordance with the REGULATIONS GOVERNING THE USE OF THE COUNTY RIGHT-OF-WAY issued by _____ County.

6. In the event work is abandoned for a period of ____ consecutive days, the chief administrative officer shall be authorized to execute settlement of the collateral in his sole discretion. The proceeds from such execution shall be used to finish the project and to pay all other reasonable costs associated with the project. Any leftover proceeds will be returned to the applicant.

7. If, at any future time, it should become necessary in the maintenance, construction, or reconstruction of said highway to have applicant's utilities removed in order that said highway may be properly maintained, constructed or reconstructed

or in the event said utilities should, at any time, interfere with the use of said highway, the applicant agrees upon being requested to do so by the chief administrative officer to remove said utilities as promptly as the magnitude of the work to be accomplished will permit, at its own expense and without cost to the county highway department, unless any requested removal should be contrary to any law of the State of Tennessee.

8. Applicant shall be responsible for any conflicts with other utilities or appurtenances that are on the county highway right-of-way and shall notify the respective owner(s) of any conflicts and secure the owner's permission for any alterations.

9. Applicant agrees to indemnify and hold harmless the county as well as its employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the applicant, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the work related to this permit. Applicant further agrees it shall be liable for the reasonable cost of attorneys for the county highway department in the event such services are necessitated to enforce the terms of this permit or otherwise enforce the obligations of the applicant to the county highway department. In the event of any such suit or claim, applicant shall give the county highway department immediate notice thereof and shall provide all assistance required by the county highway department in the county highway department's defense. The county highway department shall give applicant written notice of any such claim or suit, and applicant shall have full right and obligation to conduct applicant's own defense thereof. Nothing contained herein shall be deemed to accord to applicant, through its attorney(s), the right to represent the county highway department in any legal matter.

10. The county highway department does not grant applicant any right, title or claim on any highway right-of-way and in granting this permission to go upon the right-of-way does not, in any way, assume the maintenance of applicant's facility.

11. The permit shall become void if work is not commenced within thirty (30) days from the date of the permit request.

The requesting party (applicant), by the undersigned agent, agrees to comply with the _____ County regulations, a copy of which I have received, in carrying out the work proposed above.

Signature of Agent and Date

Approval of Permit:

Request approved as presented ___ (check if applicable)

Request approved subject to the following conditions: _____

Request rejected ___ (check if applicable)

Reason for rejection: _____

By _____

Title _____ Date _____

PERMIT NUMBER ASSIGNED: _____