**Application and Utility Use
and Occupancy Agreement:**

Agreement No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
State Route No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Project No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
County \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Type of Surety \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Bond / Check No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Governmental Entity**

Application is hereby made by (Applicant/Utility Name): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
for permission to install and maintain the following described utility facilities on the right-of-way of
State Highway No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County
Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
At the following described location \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Location: GPS = N \_\_\_\_\_\_\_\_\_\_\_\_\_\_ E \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Log Mile = Start \_\_\_\_\_\_\_\_\_\_\_\_\_\_ End \_\_\_\_\_\_\_\_\_\_\_\_\_\_

in accordance with the attached plan and subject to *RULES AND REGULATIONS FOR ACCOMMODATING UTILITIES WITHIN HIGHWAY RIGHTS-OF-WAY* hereto issued by the Department of Transportation, and made a part hereof by reference thereto, and particularly to those provisions shown on this agreement and any special provisions set forth herein.

Special Provisions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Applicant is to deliver a **bond**, acceptable to the Department of Transportation, in the sum of
$ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to guarantee installation of facilities consistent with provisions of this agreement and maintenance of the highway right-of-way for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ months after acceptance of the condition of the highway right-of-way by an authorized representative of the Department of Transportation.

# OR

1. An active, fully executed **General Agreement** is in effect for this utility dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This agreement is to be strictly construed, and no work other than that specifically described above is hereby authorized.

**The applicant in applying for this agreement agrees to the following:**

1. Applicant shall design, install and maintain its facilities in accordance with *RULES AND REGULATIONS FOR ACCOMMODATING UTILITIES WITHIN HIGHWAY RIGHTS-OF-WAY* hereto issued by the TDOT.
2. Applicant, before commencing any work or installing any facilities shall submit to TDOT's regional office plans showing the location, type and scope of all work to be done or appliances to be installed in order that the Regional Utilities Coordinator may recommend approval of the proposed work.
3. Applicant agrees that it will be responsible for any 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 signing and will bear any expense proximately caused by its operation on the right-of-way.
4. Applicant shall pay the salary and expenses of any Inspector(s) that TDOT may see fit to place upon the work while such Inspector(s) is/are assigned to this work. TDOT, 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, private driveways or any part of said highway which may be disturbed or damaged. Replacements and repairs shall be made in accordance with the TDOT Standard Specifications For Road and Bridge Construction and any additional instructions which may be issued. Applicant agrees that TDOT may accomplish further replacements or repairs in the event those made by the applicant are not satisfactory, in which event the Applicant will reimburse TDOT for the cost of such other replacements or repairs. Except in cases of emergency, TDOT shall notify the Applicant of the nature and extent of such further replacements or repairs to be accomplished prior to undertaking the work.
6. If, at any future time, it should become necessary in the maintenance, construction, or reconstruction of said highway to have Applicant's appliances and facilities removed in order that said highway may be properly maintained, constructed or reconstructed or in the event said appliances and facilities should, at any time, interfere with the use of said highway, the Applicant agrees, upon being requested so to do by TDOT, to remove said appliances and facilities as promptly as the magnitude of the work to be accomplished will permit, at its own expense and without cost to TDOT, unless any requested removal should be contrary to any law of the State.
7. Applicant shall be responsible for any conflicts with other utilities or appurtenances that are on the highway right-of-way and shall notify the respective owner(s) of any conflicts and secure the owner’s permission for any alterations.
8. The Utility agrees, to the extent provided by law, that it will be solely responsible for 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 Utility or its employees in the performance of the Utility’s work relating to the installation and maintenance of utility facilities on state highway rights-of-way under this agreement.

In the event that the State is sued for damages arising from acts, omissions, or negligence by the Utility or its employees, the Utility shall cooperate in the State’s defense. The State shall give the Utility written notice of any such claim or suit, and the Utility shall have full right and obligation to conduct the Utility’s own defense thereof. Nothing contained herein shall be deemed to accord to the Utility, through its attorney(s), the right to represent the State in any legal matter, such rights being governed by Tennessee Code Annotated, Section 8-6-106.

1. TDOT does not grant the 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 the Applicant's facility.
2. Applicant may be required by law to obtain one or more environmental permits prior to installing its facilities. Determining which permits are necessary and obtaining those permits are the sole responsibility of the Applicant. Contact information for the regulatory agencies is available from TDOT upon request. The activities of the Applicant in installing its facilities pursuant to this Agreement are not covered under any permit associated with TDOT construction activities.
3. Applicant agrees that if the total area of disturbed land associated with the installation of its facilities is planned to exceed, or does at any time actually exceed, one (1) acre, Applicant shall obtain coverage under a *National Pollutant Discharge Elimination System General Permit for Discharges of Stormwater Associated With Construction Activities*.
4. Applicant agrees that during all phases of work permitted herein, it shall implement and maintain appropriate Erosion Prevention and Sediment Control measures, as described in the TDOT *Standard Specification for Road and Bridge Construction* and/or the Tennessee Department of Environment and Conservation *Erosion and Sediment Control Handbook*.
5. The Utility agrees that it shall comply with all State and Federal laws, rules, regulations, and permit terms and conditions applicable to the installation and maintenance of the Applicant’s facilities.
6. This agreement shall become void if work is not commenced within a year from the date of execution of this Agreement.

**Applicant**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_
 Signature Date
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**State of Tennessee Department of Transportation**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_
 Regional Utility Coordinator Date
By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_
 Regional Engineering Director Date

Agreement granted to make the above described installation in accordance with the applicable sections of the Rules and Regulations , Regulations shown herein of this agreement and Special Provisions made a part of this agreement, this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_