#  GENERAL AGREEMENT FOR GOVERNMENTAL ENTITY

THIS AGREEMENT is made and entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ ,20\_\_\_\_ by and between the State of Tennessee acting through its Department of Transportation, hereinafter referred to as the "State", and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the "Utility".

**WlTNESSETH:**

WHEREAS, the State issues agreements for the use and occupancy of state highway rights-of-way by utility facilities, to owners thereof, and

WHEREAS, the Utility regularly uses said rights-of-way for said purpose; and

WHEREAS, the parties wish to provide a method for the expeditious approval of individual applications for said purpose.

NOW, THEREFORE, in consideration of the premises, the parties enter into the following agreement:

1. The Utility is hereby authorized to install and maintain utility facilities on the rights-of-way of highways under the jurisdiction of the State in accordance with the State's publication entitled *Rules and Regulations For Accommodating Utilities Within Highway Rights-of-Way,* which is incorporated herein by reference and made a part of this agreement, upon approval by the State.
2. Before commencing any work the Utility shall, if required by the aforesaid publication, submit plans showing the location, type and scope of all work to be performed to the proper Utilities Coordinator for the State. Such plans, when approved in writing by the State, shall be construed as authorization for performance of the work in accordance with the plans. The Utility must obtain prior, written approval from TDOT before deviating from the scope of the project or the manner of its construction as described in said plans.
3. Where the Utility's facilities cross the State's controlled access rights-of-way, access for servicing such facilities will be by:
4. Frontage roads where provided;

(b) Nearby or adjacent public roads or streets; or

(c) Trails along or near the right-of-way boundary lines.

It is further understood that the Utility may service such facilities from, and park its vehicles or equipment at such points within the rights-of-way as may be necessary under extraordinary conditions or under circumstances requiring emergency operations for the safety and welfare of the public. When such service is required the Utility shall notify the State as soon as practicable before beginning work. In the case of an emergency, notice may be given the next business day after beginning work.

1. The Utility shall reimburse the State for the salary and expenses of any inspector the State may assign to the site of any work being performed under this agreement.
2. The Utility shall replace or repair, in accordance with the State's Standard Specifications for Road and Bridge Construction and any instructions which may be issued by the State, any portion of the pavement, shoulders, bridges, private driveways, access ramps, or other parts of said rights-of-way which may be damaged by its activities, and in the event such replacements or repairs are not made in accordance with the State’s Standard Specifications for Road and Bridge Construction in a manner satisfactory to the State, the Utility agrees that the State may make additional replacements or repairs at the expense of the Utility.
3. If the Utility's continued use of said rights-of-way for its utility facilities would prevent subsequent construction, reconstruction or maintenance of the adjacent roadway, or if such use becomes an unreasonable interference with public uses of said rights-of-way for vehicular or pedestrian travel in the opinion of the State, the Utility agrees to promptly remove or relocate said facilities. The Utility shall bear the costs of such removals or relocations unless relieved by law.
4. Before beginning work, the Utility shall be responsible for determining if there are any conflicts with any structures or utility facilities that are on the rights-of-way where the work is to be done and shall notify the owners thereof of any conflicts and secure permission for any alterations before beginning or resuming work.
5. The State does not grant the Utility any right, title or claim to any rights-of-way in granting any approval, and does not agree to assume the maintenance of the Utility's facilities.
6. It is agreed that any specific permit issued under the terms of this agreement shall become void if any work contemplated under this agreement is not commenced within a year from the date that specific permit is approved.
7. It is agreed that in issuing some specific permits special provisions will need to be designated by the State. Such special provisions will be detailed by the State when it approves the plans of the Utility and the Utility hereby agrees to abide by such special provisions in addition to the provisions of this agreement. If there is a conflict between the provisions of this agreement and a special provision, the special provision shall govern.
8. The Utility agrees to its faithful performance of this agreement and the satisfactory replacement, repair and maintenance of disturbed highway facilities for a period of six (6) months after completion and acceptance by the State of each project accomplished pursuant to this agreement.
9. The Utility has provided the State with a bond for the stipulated amount of

**One Hundred Thousand ($100,000)** Dollars
(*amount to be commensurate with overall work performed under this agreement)*

to guarantee its performance in accordance with the terms of this agreement. Said bond provides for its cancellation upon 30 days’ notice to the State. In this event, the privileges set forth in this agreement shall be suspended until satisfactory alternative bond arrangements have been provided to the State.

1. 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 of any such suit or claim, the Utility shall give the State immediate notice thereof and shall provide all assistance required by the State 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. Prior to commencing work under this agreement, the Utility shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than the Utility’s limits of liability as outlined in the Governmental Tort Liability Act, Tennessee Code Annotated, Section 29-20-101 *et seq*.
2. All work on the rights-of-way shall be in compliance with federal, state and local law and regulations. The Utility agrees, to the extent provided by law, that it will be solely responsible for any losses, including but not limited to fines and penalties, that the State incurs as a result of the Utility’s failure to so comply.
3. At no time will work authorized by this permit interfere with the normal flow of traffic on roadways. The Utility is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, the State may order the Utility to stop work until proper traffic control is put in place.
4. The State may terminate this agreement at any time.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed
by their duly authorized officials in three original counterparts on
the day and date hereinabove written.

**UTILITY**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

**Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Certified as the Legal
Obligation of Utility**

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

 **Name (printed): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

**BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Howard H. Eley
Commissioner**

**APPROVED AS TO FORM & LEGALITY:**

**BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Leslie South
General Counsel**