

**AGREEMENT FOR THE ACCOMODATION OF UTILITIES ON COUNTY RIGHT OF WAY  
(NON-REIMBURSABLE)**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of Tallapoosa, acting through its County Commission, hereinafter referred to as the "COUNTY" and \_\_\_\_\_, hereinafter referred to as the "UTILITY." Utility is permitted to perform work described herein within one year of this Agreement. If work is not performed in allotted time, this Agreement is considered VOID.

WITNESSETH:

WHEREAS, the Utility desires to have its facilities accommodated on public right of way of the County, said project being designated as

\_\_\_\_\_ and consisting approximately of the following:  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the County has jurisdiction over its public highways; and the State of Alabama has granted to the Utility the right to located its facilities across and along the public highways, and the County approves the locations of the Utility's facilities on the public right of way at the location and in the manner as shown on the attached plan;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The Utility will install its facilities on public right of way as shown by the plans and specifications attached hereto and made a part hereof as Exhibit "A" so as to occasion no interference with ongoing County maintenance operations.
2. The Utility will conform to the provisions of the Alabama Department of Transportation Utility Manual. The applicable provisions of the laws of the State of Alabama shall govern and be controlling and binding over the provisions of this Agreement.
3. The Utility will file with the County a certified check or bond in the amount of \_\_\_\_\_, made payable to the County to guarantee the faithful performance of the provisions of this Agreement including the maintenance by the Utility of the work in a manner suitable to the County for a period of one year. At the end of one year from the completion of this work, the County will return the certified check, or bond to the Utility provided all provisions of this Agreement have been complied with. Otherwise, the County shall apply certified check or proceeds of the bond to the cost of repairing the right of way with County forces.
4. The County shall be in no way responsible for the relocation or cost of relocation of the proposed utility in the event County maintenance or upgrades to the existing County roadway system are required in the future.
5. The County, in executing this Agreement, does not in any way assume responsibility for the maintenance of this facility. The County shall not be responsible for any claims for damage occasioned to existing private property, public utilities or the traveling public caused by the Utility, its agents, servants or employees or caused by the facility.
6. The Utility will have a copy of the Agreement and plans and specifications on the job site at all times while said work is being performed.
7. The Utility will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the

provisions thereof are applicable hereto, for both installation and maintenance of such facilities. The manual is hereby incorporated by reference herein as if fully set forth.

- 8. The Utility is responsible, and will not hold the County, the officials, officers, and employees, in both their official and individual capacities, and their agents, and/or assigns responsible for the payment of damages to private property, public utilities or the general public, caused by the conduct, in accordance with Alabama and/or Federal law, of the Utility, its agents, servants, employees or facilities.
- 9. The Utility will furnish the County, in writing, two (2) weeks prior to beginning work on County Right of Way a timeframe for beginning and ending the work to be performed.
- 10. Nothing contained in this Agreement, or in its execution, 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 Utility provided by law with respect to the construction, operation or maintenance of its facilities on the public right of way.
- 11. Any utility line placed under a paved roadway owned or maintained by Tallapoosa County shall be bored and encased. Encasement shall be a minimum of schedule 40 PVC. No roadway shall be open cut. In the event the pavement surface is damaged during utility placement or maintenance, the pavement surface shall be repaired to original or better condition. All utilities shall be laid on the back five feet of right of way. All utility lines shall be placed a minimum of thirty-six inches deep under ground surfaces and forty-eight inches deep under roadway surfaces and drainage structures. No utilities shall be installed over drainage structures.

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

**APPROVED:**

**UTILITY:**

BY: \_\_\_\_\_  
Tallapoosa County Engineer

\_\_\_\_\_  
(Exact Legal Name)

BY: \_\_\_\_\_  
Signature

**Provide Contractor Name and Contact Info Below:**

\_\_\_\_\_  
Name – Printed or Typed

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_

**UTILITY ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**UTILITY CONTACT NUMBER:**

\_\_\_\_\_