

AGREEMENT FOR THE ACCOMMODATION OF
UTILITY FACILITIES ON CHAMBERS COUNTY
ROADS RIGHT-OF-WAY

PROJECT DESCRIPTION: _____

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the County of Chambers, acting through the County Engineer, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Utility".

WHEREAS, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to the Utility approval to cross or locate its facilities on the public right-of-way on _____ and construction of facilities will be completed in _____ working days and in compliance with the following rules and regulations:

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

Prior written consent of this Commission must be obtained before any work on a County right-of-way or other County property may be commenced.

A designated County employee must approve the location of any such installation, and if the Commission shall so request, the Utility shall furnish to the County, at its own expense and at no cost to the County, a plat or survey prepared by such surveyor as the Commission may approve which shows the location of said line and appurtenances with respect to said right-of-way or other County property and any other improvements located thereon. However, any installation requiring burial shall be provided at a minimum of 36 inches below existing grade.

The Utility shall provide, at its own expense and at no cost to the County, and use such signal lights, barriers, signs and similar safety devices when any construction activity or any other work or obstruction of the utility crosses or comes to a public or private thoroughfare as may be required to protect all persons and property and, in addition, as said employee of the County may reasonably require.

All trenches and holes shall be properly and promptly back filled and compacted and all piles of dirt or other materials shall be promptly leveled or removed and grassed/and mulched as circumstances may require and the topography of the land shall be left in the same (or better condition) than before such work was done.

All pavement including paved turnouts shall be bored and cased unless written permission is granted by the County. All sections of pavement approved for open cuts will be backfilled with Chambers County Highway Department flowable fill low strength high fly ash grout concrete and topped with 200 lbs/sy asphalt concrete wearing layer unless approved otherwise.

Subject to Section 23-1-85, Code of Alabama, 1975 and its predecessors, the Utility, at its own expense and at no cost to the County and without payment of any compensation or damages by the County, shall, at the direction of the County, remove or relocate said utility line and all appurtenances thereto if at any time it is reasonably determined by the County that the maintenance, location, or existence of said utility line or appurtenances thereto interferes with the safe use and enjoyment of the right-of-way by the traveling public.

These rules and regulations are not exclusive and shall be cumulative of any other applicable laws, rules, and regulations not in conflict herewith.

When used herein as a noun, "UTILITY" shall mean any person, firm, partnership, corporation, authority, municipality or other entity, or any one or more of them, that lays, hangs, buries or otherwise places, or attempts or undertakes to do so, any utility line of any nature over, under or upon the right-of-way of any County road or any other County property provided that these rules and regulations shall not apply to any district, board, authority, or other entity whose governing body is appointed by this Commission; and RESOLVED, that any consent or permission to use any County right-of-way or other County property granted pursuant to this resolution must be in writing and must condition and limit said permission as follows: Any permission must state a time limit within which the work shall be completed, the maximum period of time that any public thoroughfare may be closed or obstructed, and the minimum number of days that any pavement, paved surface or sidewalk that is affected by said work may remain unpatched or otherwise unrepaired to the satisfaction of the County.

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

OFFICERS:

APPROVED UTILITY:

By:
Title:

APPROVED BY COUNTY OF CHAMBERS

By: _____
Title: Chambers County Engineer