

**LAWRENCE COUNTY ROAD DEPARTMENT**  
**Permit Agreement for the Accommodation of Utility**  
**Facilities On Public Right Of Way**

Permit Number: \_\_\_\_\_  
Utility Company: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Route Number: \_\_\_\_\_  
Submittal Date: \_\_\_\_\_  
Est. Constr Date: \_\_\_\_\_

THIS AGREEMENT entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Lawrence County, Alabama, acting by and through its County Engineer hereinafter referred to as the "County" and \_\_\_\_\_, hereinafter referred to as the "Utility".

**WITNESSETH**

WHEREAS, the County proposes certain highway improvements and/or the Utility desires to have its facilities accommodated on public right-of-way in Lawrence County, Alabama, said project or maintenance section being designated as \_\_\_\_\_, and consisting approximately of the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ; and

WHEREAS, the County has granted to the Utility the right to locate its facilities across and along the public highways, and hereby 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 in accordance with the plans and specifications attached hereto and made a part hereof as Exhibit "A" so as to occasion the least possible interference with the progress of the project where such installation is within the bounds of an active highway project.
2. The Utility agrees to conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual. It is further agreed that the applicable provision 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 Lawrence County, Alabama 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 Lawrence County Road Department 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 the certified check or proceeds of the bond to the cost of repairing the right of way with County forces.
4. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

5. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement; otherwise this Agreement becomes null and void. Once work is begun the Utility shall pursue the work continuously and diligently until completion.
6. In the event that the County is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the Utility to bring all BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to the County by ADEM/EPA.
7. Future adjustments of the utilities facilities when so ordered by the Lawrence County Engineer shall be made by the utility at no cost to the County.
8. 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.
9. The Utility agrees to have a copy of this Agreement and plans and specifications on the job site at all times while said work is being performed.

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

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Legal Name of Applicant

By: \_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
Telephone Number

RECOMMEND FOR APPROVAL:

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED  
LAWRENCE COUNTY

By: \_\_\_\_\_  
County Engineer

Date: \_\_\_\_\_