ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Innovative Programs
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
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Robert Bentley
Governor

John R. Cooper
Transportation Director

July 13, 2015

RECEIVED
JUL 17 2015
BY: abz

Mr. Cal Markert, P.E.
Engineer, Baldwin County
P.O. Box 220
Silverhill, AL 36575

UTILITY AGREEMENT

RE: ACOA61158-ATRP(002)
ATRIP 02-05-42
Baldwin County

Attached is a copy of the **Approved Non-Reimbursable Agreement** between **Baldwin County** and **Bellsouth Telecommunications** covering the adjustment of utilities on the above referenced project. This is your "Notice to Proceed" with the work included in your contract with the State of Alabama.

Sincerely,

Edward N. Austin, P.E.
Innovative Programs Engineer

ENA: rbd
Attachment
cc: Chairman of County Commission
Mr. Vincent E. Calametti, P.E.
Mr. Don Powell, P.E.
Mr. Clay McBrien, P.E.
Mr. Bill Flowers, Chief Financial Officer
Mr. Jimmy Gray, External Audits
Bellsouth Telecommunications
File

NON-REIMBURSABLE AGREEMENT

FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY

PROJECT NUMBER ACOA61158-ATRP(001)

ATRIP NUMBER 02-05-42

COUNTY BALDWIN

THIS AGREEMENT is entered into by and between the County of BALDWIN, acting by and through its **COUNTY COMMISSION**, hereinafter referred to as the **COUNTY**, and BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T ALABAMA, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **COUNTY** proposes a project of certain highway improvements in BALDWIN County, Alabama, said project being designated as Project No. ACOA61158-ATRP(001) and consisting approximately of the following: ROUNDABOUT AT CR 13 AND CR 48 (FAIRHOPE AVE.)

; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **COUNTY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **COUNTY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **COUNTY** a copy of its "as built" plans at the completion of the relocation.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. 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. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

6. By signing this contract, the **COUNTY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.

8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

10. The **COUNTY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.

11. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 22 day of June, 2015.

WITNESS:

BELLSOUTH TELECOMMUNICATIONS D/BA/ AT&T
(Legal Name of Utility)

BY: 6-3-2015
(Signature)

JEFF HADLEY
(Type or Printed Name)

MANAGER - OSP PLANNING/DESIGN
(Type or Printed Title)

2001 MAIN ST
(Address)

DAPHNE AL 36580
(Address)

251-626-2913
(Telephone)

RECOMMENDED FOR APPROVAL:

BY:
COUNTY ENGINEER

BY: MTC
REGION ENGINEER

COUNTY OF Baldwin

BY:
CHAIRMAN, COUNTY COMMISSION

APPROVED:

BY:
INNOVATIVE PROGRAMS ENGINEER

DATE: 7-13-15