



Robert Bentley
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
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John R. Cooper
TRANSPORTATION DIRECTOR

March 23, 2016

Mr. Cal Markert, P.E.
Baldwin County Engineer
P.O. Box 220
Silverhill, AL 36576

Dear Sir:

RE: UTILITY AGREEMENT

**Project No. ERPR-8980(911)
BCP 02-159-14
Baldwin County**

Attached is a copy of the **approved non-reimbursable agreement** between **Baldwin County** and **Baldwin County Commission**, covering the adjustment of utilities on the above referenced project. This is your authority to proceed with the work.

This copy is for your files and reference.

Sincerely,

Vincent E. Calametti, P.E.
Region Engineer

By: _____


Thomas W. Goodman, Jr., P.E.
County Transportation Engineer - Mobile

VEC/TWG/cdt
Attachment

C: Mr. Clay McBrien, P.E.
Mr. D.E. Phillips, P.E.
Mr. William Flowers
External Audit
Baldwin County Commission
File

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER	<u>ERPR-8980 ()</u>
COUNTY NUMBER	<u>02-159-14</u>
COUNTY	<u>BALDWIN</u>

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 BALDWIN COUNTY COMMISSION, 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. ERPR-8980 () BCP 02-159-14 and consisting approximately of the following: RELOCATION OF FIBER ON COUNTY ROAD 48 WEST OF LACEY ROAD; 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. 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.
7. 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.
8. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
9. 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.
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.

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 21st day of January, 2016.

WITNESS:

[Signature]

BALDWIN COUNTY COMMISSION

(Legal Name of Utility)

BY:

[Signature]
(Signature)

Michael A. Job

(Type or Printed Name)

Assistant Director CIS Department

(Type or Printed Title)

23100 McAuliffe Drive

(Address)

Robertsdale, AL 36567

(Address)

251-580-2575

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

[Signature]
COUNTY ENGINEER

BY:

[Signature]
REGION ENGINEER

COUNTY OF

Baldwin

BY:

[Signature]
CHAIRMAN, COUNTY COMMISSION

APPROVED:

BY:

[Signature]
~~COUNTY TRANSPORTATION ENGINEER~~
REGION ENGINEER

DATE:

