



ALABAMA  
DEPARTMENT OF TRANSPORTATION



SOUTHWEST REGION  
OFFICE OF REGION ENGINEER  
1701 I-65 WEST SERVICE ROAD NORTH  
MOBILE, ALABAMA 36618-1109  
TELEPHONE: (251) 470-8200  
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Robert Bentley  
GOVERNOR

John R. Cooper  
TRANSPORTATION DIRECTOR

April 28, 2016

RECEIVED

MAY 2 2016

BALDWIN COUNTY  
HIGHWAY DEPARTMENT

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

Dear Mr. Markert:

RE: **Project No. ERPR-8980(911)**  
**Permanent Repair for Various Sites**  
**Report Nos. BALD-10, 11, and 21 through 31**  
**Baldwin County**

Please find attached the approved non-reimbursable utility agreement between the County and AT&T on the above project. This will confirm the previous approval given in order for the utility to expedite their work.

If you have any questions or need additional information, please let us know.

Sincerely,

VINCENT E. CALAMETTI, P.E.,  
REGION ENGINEER

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

TWG/wd

Attachment  
c: File

Section	Info	Action	File
Administration			
Engineering	✓		
Right of Way			
Construction	✓		
Planning			
Public Affairs			
Records			
Accounting			

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

PROJECT NUMBER     ERPR-8980(911)  
COUNTY NUMBER     BCP 02-159-14  
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 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. ERPR-8980(911) BCP 02-159-14 and consisting approximately of the following: BALD-11, BALD-21, BALD-22, BALD-23, BALD-24, BALD-25, BALD-27, BALD-28, BALD-29, BALD-30 and BALD-31; 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 12TH day of APRIL, 20 16.

WITNESS:

[Signature]

BELL SOUTH TELECOMMUNICATIONS, INC.  
(Legal Name of Utility) D/B/A AT&T

BY: [Signature]  
(Signature)

JEFF HADLEY  
(Type or Printed Name)

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

2001 MAIN ST  
(Address)

DAPHNE, AL 36526  
(Address)

251-626-2913  
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: [Signature]  
COUNTY ENGINEER

COUNTY OF BALDWIN  
BY: [Signature]  
CHAIRMAN, COUNTY COMMISSION

APPROVED: [Signature]  
BY: [Signature]  
REGION ENGINEER

DATE: 4-28-16

