



Robert Bentley  
GOVERNOR

**ALABAMA**  
**DEPARTMENT OF TRANSPORTATION**  
MAINTENANCE BUREAU  
1409 COLISEUM BOULEVARD  
MONTGOMERY, ALABAMA 36130-3050

PHONE (334) 242-6272

FAX (334) 242-6378



John R. Cooper  
TRANSPORTATION DIRECTOR

*23 December 2013*

Mr. Vince Calametti, P.E., *Region Engineer*  
Alabama Department of Transportation  
1701 N. Beltline Hwy  
Mobile, Alabama 36618

Attn: **Mr. Lee Reach, Operations Engineer - Mobile**

RE: **Traffic Signal/Street Lighting Permit/Maintenance Agreement**  
*Intersection Flasher Installation, Operation & Maintenance*  
AL-181 @ CR-24  
Baldwin County Commission, Baldwin County

Attached you will find a fully executed copy of a Traffic Signal/Lighting Permit/Maintenance Agreement for the above referenced locations. This document is forwarded for your distribution and file.

If we can provide additional information or be of further assistance, please do not hesitate to contact this office.

Yours very truly,

George H. Conner, P.E.  
*Maintenance Engineer*

GHC/SNG/dha

Attachment

Cc: Robert Blankenship (*file copy #876*)

2013 DEC 19 AM 8:39

K-14-0408

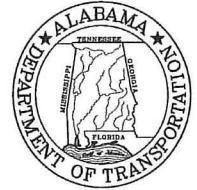


Robert Bentley  
GOVERNOR

**ALABAMA**  
**DEPARTMENT OF TRANSPORTATION**  
MAINTENANCE BUREAU  
1409 COLISEUM BOULEVARD  
MONTGOMERY, ALABAMA 36130-3050

PHONE (334) 242-6272

FAX (334) 242-6378



John R. Cooper  
TRANSPORTATION DIRECTOR

*18 December 2013*

**MEMORANDUM**

**TO:** Mr. Jim Ippolito, Jr.  
*Chief Counsel*

**FROM:** Kerry C. NeSmith *KCN*  
*Assistant Maintenance Engineer – Traffic Operations*

**RE:** *Traffic Signal/Street Lighting Permit/Maintenance Agreement*  
*Intersection Flasher Installation, Operation, and Maintenance*  
AL-181 @ CR-24  
Baldwin County Commission, Baldwin County

Attached you will find an original Permit/Agreement for the installation, operation, and maintenance of an intersection flashing beacon for the above listed intersection within Baldwin County. The State will furnish and install and the Baldwin County Commission will operate and maintain the intersection flashing beacon and/or the associated hardware. This document is forwarded for your review and further processing.

If we can provide additional information or be of further assistance, please do not hesitate to contact this office.

KCN/rab

Attachment:

Cc: Robert Blankenship (*file copy #876*)



Robert Bentley  
GOVERNOR

# 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  
FAX: (251) 473-3624



John R. Cooper  
TRANSPORTATION DIRECTOR

December 5, 2013

Mr. George Conner, P.E.  
State Maintenance Engineer  
Alabama Department of Transportation  
1409 Coliseum Boulevard  
Montgomery, Alabama 36110

Attn: Roby Blankenship

RE: Flashing Beacon Permit/Maintenance Agreement  
AL 181 @ County Road 24  
Baldwin County

Attached for your review and further processing, please find the permit/maintenance agreement for the above-referenced flashing beacon in Baldwin County.

If you have any questions or if this office can be of further assistance, please advise.

Sincerely,

Vincent E. Calametti, P.E.  
Region Engineer

By:   
Daniel E. Driskell, P.E.  
Traffic Engineer - Mobile

VEC/DED/tah  
Attachments

C: Tommy Goodman, P.E.  
File





COUNTY COMMISSION

BALDWIN COUNTY
312 COURTHOUSE SQUARE, SUITE 12
BAY MINETTE, ALABAMA 36507
(251) 937-0264
FAX (251) 580-2500
www.baldwincountyal.gov

November 5, 2013

Table with 4 columns: SECTION, INFO, ACTION, FILE. Rows include REGIONAL ENGINEER, ASST REGION ENGINEER, ADMINISTRATION, OPERATIONS-MOBILE, OPERATIONS-GROVE HILL, CONSTRUCTION, COUNTY TRANSPORTATION, EQUIPMENT, EEO, MATERIALS, PRE-CONSTRUCTION, SPECIAL PROJECTS, DISTRICT MANAGERS.

Tommy / Daniel -
Please handle

Mr. Vincent E. Calametti, P.E.
Region Engineer
Alabama Department of Transportation
Southwest Region
1701 I-65 West Service Road North
Mobile, Alabama 36618-1109

RE: Agreement and Resolution #2014-011 for Flashing Beacon Installation at
Intersection State Highway 181 and County Road 24

Dear Mr. Calametti:

The Baldwin County Commission, during its regularly scheduled meeting held on
November 5, 2013, approved Resolution #2014-011 and the request from the Alabama
Department of Transportation (ALDOT) to install a flashing beacon at the intersection of State
Highway 181 and County Road 24 at a cost of \$7,500.00 to Baldwin County. The Commission
also approved the execution of Installation and Maintenance Agreement. This Agreement will
be effective on the date approved by the ALDOT Maintenance Engineer.

Enclosed is the fully executed original Resolution #2014-011 for your file. Also
enclosed is the executed original Installation and Maintenance Agreement. Please return a fully
executed copy of the Installation and Maintenance Agreement to this office to the attention of
Anu Gary, Records Manager for our file.

If you have any questions or need further assistance, please do not hesitate to contact me
at (251) 972-6833 or Cal Markert, County Engineer, at (251) 937-0371.

Sincerely,

[Handwritten signature]

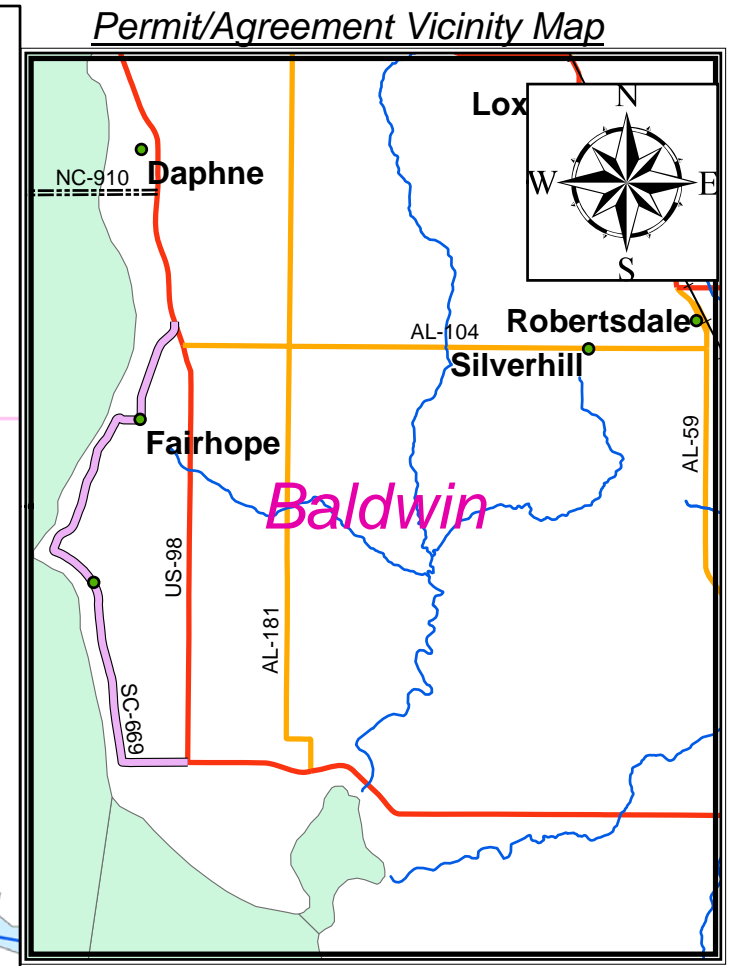
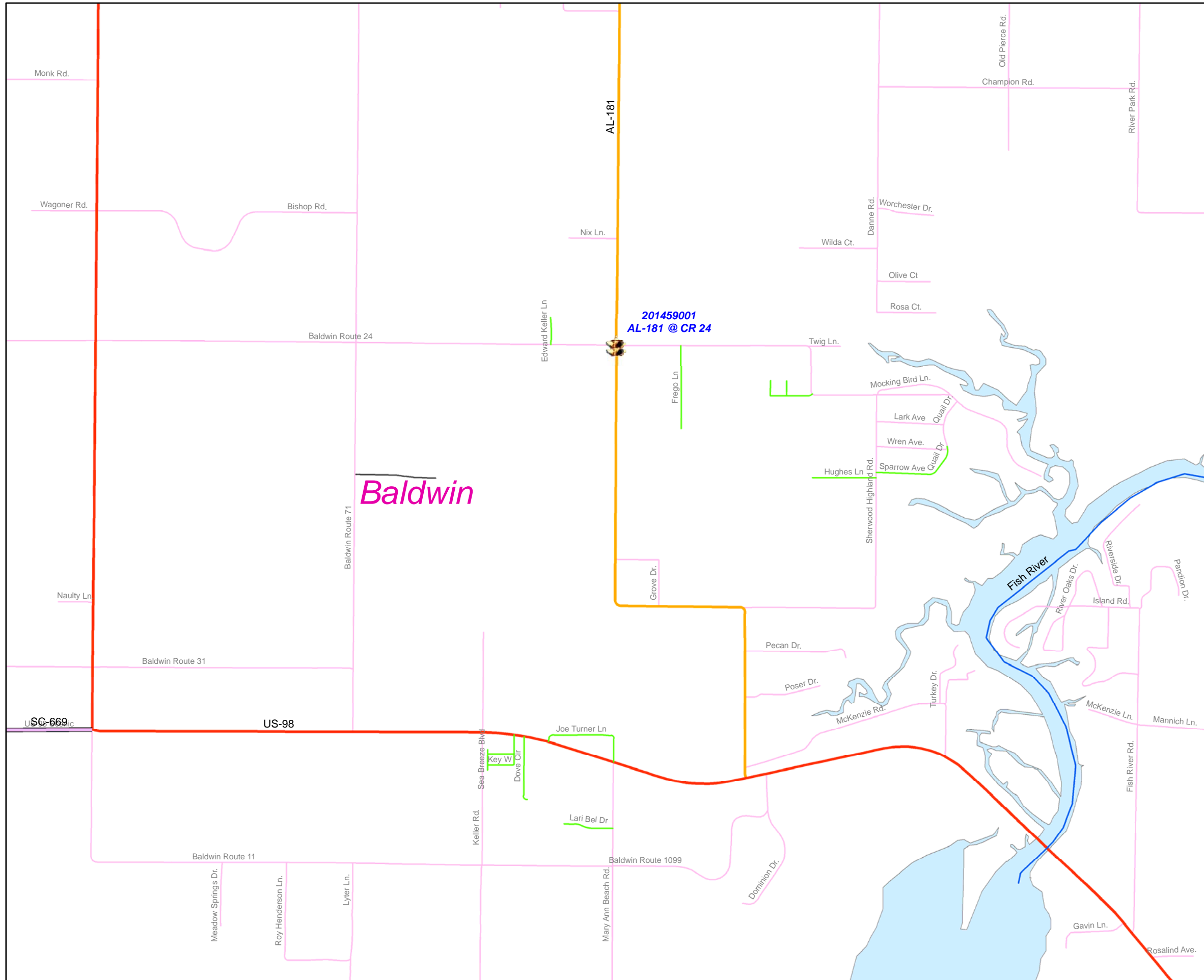
CHARLES F. GRUBER, Chairman
Baldwin County Commission

CFG/met Item BF5

cc: Cal Markert






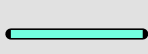
ENCLOSURE





**Baldwin County Commission**

**Signals & Lighting**

-  Intersection Flasher
-  Traffic Signal
-  Removed Signal
-  School Flasher
-  Warning Flasher
-  Roadway Lighting

**RESOLUTION NO. 2014-011**

BE IT RESOLVED, by the County Commission of Baldwin County, Alabama that the County enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for the installation, maintenance and operation of a flashing signal at the intersection of State Road 181 and County Road 24 which agreement is before this Commission, and that the agreement be executed in the name of the Commission for and on its behalf, by the County Commission Chairman, and that it be attested by the County Administrator and the seal of the County be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the County Administrator.

Adopted and approved this 5th day of November, 2013.

ATTEST:

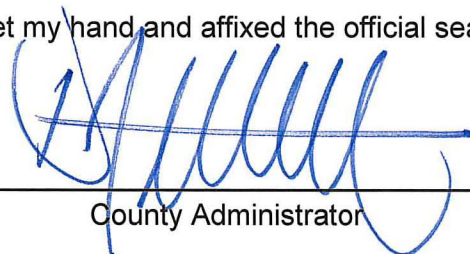
  
\_\_\_\_\_  
County Administrator

  
\_\_\_\_\_  
Chairman

I, the undersigned qualified and acting County Administrator of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by Baldwin County, Alabama named therein, at a regular meeting of such County Commission held on the 5th day of November, 2013, and that such resolution is on file and of record in the office of the County Administrator.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County this 5<sup>th</sup> day of November, 2013.



  
\_\_\_\_\_  
County Administrator

For Official Use Only: Legal Reference Number: \_\_\_\_\_  
 ALDOT Permit Number: 201459001

Division Permit Number: \_\_\_\_\_ Project Number: \_\_\_\_\_

Division: SW REGION County: BALDWIN

**STATE OF ALABAMA acting by and through the**  
**ALABAMA DEPARTMENT OF TRANSPORTATION: PERMIT/AGREEMENT for the**  
**INSTALLATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING**

This Permit/Agreement, in accordance with resolution number 2014-011 dated \_\_\_\_\_ (or minutes dated) 5 November 2013 attached hereto and made part of this Permit/Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE), the BALDWIN COUNTY COMMISSION (herein referred to as OWNER), and the [  applicable  not applicable ] \_\_\_\_\_ (herein referred to as PERMITTEE, if applicable and so indicated) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The accomplishment of the work above indicated by the alphabetic letter of "X" marked in the check-boxes above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): {Example: AL-3/US-31 @ Main Street [A & D] denotes the installation, operation, and maintenance of the equipment installed} **NOTE** – if more space is needed, please use continuation sheets.

**SR-181 @ CR-24 [A & D] denotes the installation, operation, and maintenance of the equipment installed**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- In the event the work to be accomplished is herein above identified by (A) and/or (B), the  STATE  OWNER  PERMITTEE will furnish and the  STATE  OWNER  PERMITTEE will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the OWNER will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Permit/Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable following:
  - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
  - B. The State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
  - C. The National Electrical Code, current edition.
  - D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.
  - E. Code of Alabama, 1975 (as Amended) with specific reference to:
    - (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
    - (2) §32-5A-32, Traffic – Control signal legend.
    - (3) §32-5A-33, Pedestrian – Control signals.
    - (4) §32-5A-34, Flashing signals.
    - (5) §32-5A-35, Lane – Direction – Control signals.
3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the OWNER or PERMITTEE, as applicable, furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the OWNER or PERMITTEE, as applicable, shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.
4. Ownership of any and all equipment and/or associated hardware furnished by the STATE shall be transferred to the OWNER upon completion of the work indicated herein.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the OWNER. The OWNER agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The OWNER agrees further to maintain said equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of such maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the OWNER shall effect repairs immediately. If said malfunction presents a potential hazard to the motoring public and the OWNER is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the STATE reserves the right to repair the equipment and/or associated hardware, and invoice the OWNER for all costs incurred. The OWNER agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.



5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the OWNER shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A.  Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by a school authority or a local government on behalf of a school authority and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the OWNER agrees to accept all responsibility for any injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware.

B.  All other work. (Mark with "X" if applicable in check-box)

The OWNER PERMITTEE (mark with "X" as applicable for the party identified on page one, section 1) shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER or PERMITTEE, as applicable, anyone employed by the OWNER or PERMITTEE, as applicable, or anyone for whose acts the OWNER or PERMITTEE, as applicable, may be liable.

Additionally, the OWNER shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees, in both their official and individual capacities, from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the OWNER'S operation and maintenance of the equipment and/or associated hardware, or any claim, damage, loss or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER, anyone employed by the OWNER, or anyone for whose acts the OWNER may be liable.

The term "hold harmless" includes the obligation of the OWNER or the PERMITTEE, as applicable, to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the  STATE  OWNER  PERMITTEE.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the OWNER fail to do so upon demand by the STATE. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the OWNER. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.
9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Permit/Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the OWNER.
10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "**Exhibit M**" is attached to and made a part of this Permit/Agreement.

11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Permit/Agreement shall contravene any statute of Constitutional Provision or Amendment, be enacted, then the conflicting provision in this Permit/Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Permit/Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. TERMINATION DUE TO INSUFFICIENT FUNDS

- A. If this Permit/Agreement term is to exceed more than one fiscal year, then said Permit/Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Permit/Agreement in subsequent fiscal years.
- B. In the event of proration of the fund from which payment under this Permit/Agreement is to be made, this Permit/Agreement will be subject to termination.

13. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Permit/Agreement.
14. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: {Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter "SEE ATTACHED PLANS".} NOTE – If more space is needed, please use continuation sheets.

2 - 2 sec, 12" RED BALL

---

2 - 2 sec, 12" YELLOW BALL

---



---



---

TYPE OF SIGNAL		CONTROLLER	
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input checked="" type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	
_____		SYSTEM <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

15. Distance in feet to the nearest adjacent traffic control signal: NOTE – if this Permit/Agreement covers more than one intersection, please use a continuation sheet.

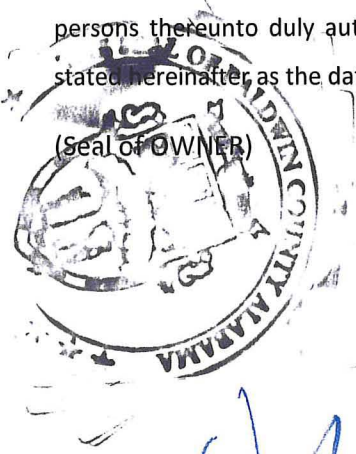
North   N/A        South   N/A        East   N/A        West   N/A  

16. Vertical and horizontal clearances for all traffic control signal equipment and/or associated hardware shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Special and Standard Highway Drawings, current year edition.
17. The cycle length for actuated controllers shall be dictated by traffic actuation of the detectors, with minimum time ratios established from data contained in the traffic volume count. The cycle length and green time for fixed time controllers shall be dictated by the traffic volume count with adjustments when STATE approved.
18. In the event the warranting of the traffic control signal(s) is(are) based on projected traffic volumes developed and generated by a qualified Transportation Engineering Consulting firm using computer programs, data, and methodology noted in the Transportation Research Board's Highway Capacity Manual and the Institute of Transportation Engineers' Trip Generation Handbook, the following shall apply: If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices for Streets and Highways projected warranting criteria, the STATE reserves the right to demand the removal of the traffic control signal and/or associated hardware from the STATE highway system.

19. In the event the work to be accomplished is hereinbefore identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the  STATE  OWNER  PERMITTEE shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Permit/Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycles, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by (A), (B), and/or (C) and any immediately adjoining intersection(s) **NOT** identified hereinbefore but part of a SYSTEM. Said submittals may be computer generated; submittals may include simulation file data. The STATE reserves the right to require the use of any existing timing plan(s) in effect prior to the execution of this Permit/Agreement if the work constitutes an addition to or a part of a SYSTEM; any use of the existing number of timing plans may supersede the hereinabove required minimum of three. Submittal data described herein, as applicable, are attached hereto and made a part of this Permit/Agreement.
20. By entering into this agreement, the OWNER and/or PERMITTEE is not an agent of the State, its officers, employees, agents or assigns. The OWNER and/or PERMITTEE is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
21. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting therefrom.



WITNESS WHEREOF, the parties hereto have caused this Permit/Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Permit/Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Maintenance Engineer.



(Seal of OWNER)

Legal Name of PERMITTEE (if applicable)
By: _____ Authorized Signature for PERMITTEE

Baldwin County Commission  
Legal Name of OWNER

Attest: [Signature]  
(Seal or notary signature)

By: [Signature]  
Authorized Signature for OWNER

Recommended for approval:  
By: [Signature]  
Region Engineer Signature **DD**

Approved as to form:  
By: [Signature]  
Jim R. Ippolito, Jr.  
Chief Counsel  
Alabama Department of Transportation

**STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION**

The within and foregoing Permit/Agreement is hereby approved on this 2<sup>nd</sup> day of

January, 2014.

APPROVED:

By: [Signature]  
State Traffic Engineer Signature

By: [Signature]  
State Maintenance Engineer Signature