



**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

Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

August 17, 2018

Mr. Joey Nunnally, P.E.
County Engineer
Baldwin County
P.O. Box 220
Silverhill, AL 36576

Dear Mr. Nunnally:


RE: Traffic Signal Permit/Maintenance Agreement
Baldwin Beach Express @ CR-68 (Coordinated w/ I-10 Off Ramp)
Baldwin County

Attached for your file, please find the above-referenced Traffic Signal Maintenance Agreement for Baldwin Beach Express at CR-68 in Baldwin County that will be coordinated with a planned state-owned signal for EB I-10 Off Ramp at the Baldwin Beach Express.

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: 
Jennifer K. Eubanks, P.E.
Area 9 Traffic Engineer

VEC/JKE

Attachments

C: Jason Shaw, P.E.
File



Kay Ivey
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

8 January 2018

Mr. Don Powell, P.E., *SWR – Mobile Area Operations Engineer*
Alabama Department of Transportation
1701 N. Beltline Hwy
Mobile, Alabama 36618

Attn: Mr. Jason Shaw, P.E., *SWR – Mobile Area Maintenance Engineer*

RE: **Traffic Signal/Roadway Lighting Agreement**
Traffic Control Signal Installation and Maintenance
Baldwin Beach Express @ CR-68 (Coordinated w/ I-10 Off Ramp)
Baldwin County

Attached you will find the original, fully executed Traffic Signal/Roadway Lighting Agreement for the above referenced project. This document has been scanned and imported into the eDOCs archive system and returned 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,

Andrew O. Harry, P.E.
Assistant State Maintenance Engineer – Traffic Operations

AOH/ask

Attachment

Cc: Mr. Daniel E. Driskell, P.E., *SWR – Region TSM&O Engineer (pdf.)*
Mrs. Jennifer Eubanks, P.E., *SWR – Mobile Area Assistant Traffic Engineer (pdf.)*
Asa S. Kirkus, P.E. (*file copy #1048*)



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Kay Ivey
GOVERNOR

John R. Cooper
TRANSPORTATION DIRECTOR

December 20, 2017

Mr. Stacey N. Glass, P.E.
State Maintenance Engineer
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Attn: Andrew Harry


RE: Traffic Signal Permit/Maintenance Agreement
Baldwin Beach Express @ CR-68 (Coordinated w/ I-10 Off Ramp)
Baldwin County

Attached for your review and further processing, please find the above-referenced Traffic Signal Maintenance Agreement for Baldwin Beach Express at CR-68 in Baldwin County that will be coordinated with a planned state-owned signal for EB I-10 Off Ramp at the Baldwin Beach Express. Please return an executed copy of the attached agreement to this office for further processing.

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: 
Jenifer K. Eubanks, P.E.
Area 9 Traffic Engineer

VEC/JKE
Attachments

C: Jason Shaw, P.E.
File

For Official Use Only: ALDOT Agreement Number: 201859 001

Region Tracking Number: _____ Project Number: _____

Region: SWR - Mobile County: BALDWIN

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

This Agreement, in accordance with resolution number 2018-027 dated (or minutes dated) 11/21/2017 attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the BALDWIN COUNTY, ALABAMA (herein referred to as MAINTAINING AGENCY) 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	(E) Maintenance
Traffic Control Signal:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<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"/>	<input type="checkbox"/>

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

Baldwin Beach Express @ CR-68 (A & E)

- In the event the work to be accomplished above is identified by (A) and/or (B), the STATE MAINTAINING AGENCY will furnish and the STATE MAINTAINING AGENCY 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 MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the "Exhibit O" is attached to and made part of this Agreement.

2. The equipment and/or associated hardware shall be installed in accordance with the applicable portions of the:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.
 - B. State of Alabama Project Details and Special and Standard Highway Drawings, current year version.
 - C. 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 MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY 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. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.
5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY 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 MAINTAINING AGENCY agrees further to maintain the 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 maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY 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 MAINTAINING AGENCY 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 the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and 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, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The CITY (Incorporated Municipality)

Subject to the limitations on damages to municipal corporations under Alabama Code § 11-47-190(1975), the City shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their individual & official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the City, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

The COUNTY (County Government or Agency)

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the County shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their individual & official capacities, from and against (1)

claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the County, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the County its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its agents, servants, representatives or employees, or anyone for whose acts the County may be liable.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY 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 MAINTAINING AGENCY.
8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. 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 MAINTAINING AGENCY. 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 MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new 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 MAINTAINING AGENCY.
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 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 Agreement shall contravene any

statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this 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. 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.

SEE ATTACHED PLANS

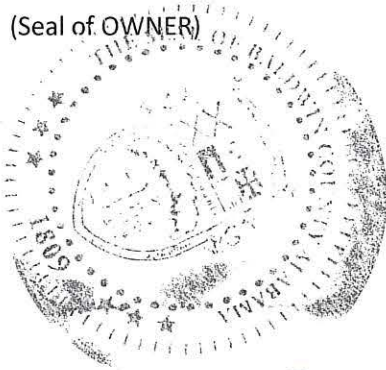
TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/>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

13. In the event the work to be accomplished is 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 MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.
14. By entering into this agreement, the MAINTAINING AGENCY is not an agent of the State, its officers, employees, agents or assigns. The MAINTAINING AGENCY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.
15. 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 there from.

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

(Seal of OWNER)



BALDWIN COUNTY, ALABAMA

Legal Name of MAINTAINING AGENCY

Attest:

Ronald J. Cink
Ronald J. Cink
County Administrator

By:

Frank Burt, Jr.
Frank Burt, Jr.
Commission Chairman

Agreement Recommended for approval:

By:

Joey Nunnally
Joey Nunnally, P.E.
County Engineer

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

The within and foregoing Agreement is hereby approved on this 20th day of DECEMBER, 2017.

APPROVED:

RECORDED:

By: Vincent E. Calanetti ^{BA}
Region Engineer Signature

By: John D. [Signature]
State Traffic Engineer Signature

Date: 1/8/2018
(Added to Archive)

RESOLUTION NUMBER 2018-027

1. BE IT RESOLVED, by the County Commission of Baldwin County, Alabama, that the County enters into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation relating to the Installation and Maintenance of a Traffic Control Signal located on the Baldwin Beach Express at County Road 68, which Agreement is before this council;
2. That the Agreement be executed in the name of the county, for and on behalf of the County, by its Chairman.
3. That it be attested by the County Administrator and the seal of the county 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 of record by the County Administrator.

Passed, adopted, and approved this 21st day of November, 2017.

ATTESTED:



Ronald J. Cink
County Administrator



Frank Burt, Jr.
Chairman, Baldwin County Commission

I, the undersigned qualified and acting as 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 the County Commission of the County named therein, at a regular meeting of such Commission held on the 21st day of November, 2017, and that such resolution is of record in the record book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County.



Ronald J. Cink
County Administrator

