



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6206 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Kay Ivey
Governor

Joe McInnes
Transportation Director

May 17, 2017

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



Dear Sir:

RE: UTILITY AGREEMENT

ERPR-8980(910)

BCP 02-160-14

Baldwin County

Attached is a copy of the Approved Reimbursable Agreement between the **Baldwin County Commission** and **Fairhope Public Utilities**, 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,

D.E. Phillips, Jr., P.E.
State County Transportation Engineer

By: Kelly Weldon
Kelly Weldon
Environmental Coordinator

DEP:KLW
Attachment
Pc: Mr. Clay McBrien
Mr. Bill Flowers
External Audit
Mr. Vince Calametti
Baldwin County Commission
Fairhope Public Utilities
File



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36110



April 27, 2017

Kay Ivey
Governor

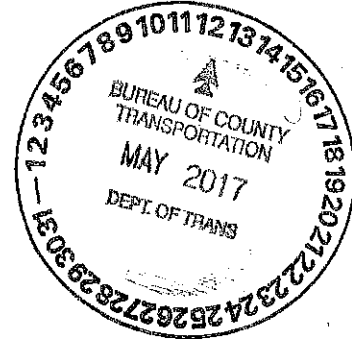
John R. Cooper
Transportation Director

MEMORANDUM

TO: Mr. D. E. Phillips, P.E.
State County Transportation Engineer

FROM: Clay P. McBrien, P.E. *CPM*
State Office Engineer

RE: Project No. ERPR-8980(910)
BCP 02-160-14
Baldwin County



Reference is made to your memorandum of April 18, 2017, and to the agreement with the **Baldwin County Commission** and **Fairhope Public Utilities**, covering adjustment to their facilities in the highway contract for subject project. Based on your recommendations, the agreement is hereby approved.

CPM:JHL:agr
cc: File

REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OF PUBLIC RIGHT-OF-WAY
WORK TO BE DONE BY STATE CONTRACTOR

Private Right-of-Way COUNTY NUMBER BCP-02-160-14
X Public Right-of-Way COUNTY ERPR-8980 ()

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 Fairhope Public Utilities, 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 () and consisting approximately of the following: Bridge Replacement on County Road 9 over Polecat Creek; and

WHEREAS, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, 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 hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

WHEREAS, the Alabama Department Of Transportation will use Federal funds allocated to the County, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the County's expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the Alabama Department of Transportation's Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the UTILITY'S reproducible mylar plans, specifications, and estimate transmitted herewith and made a part hereof by reference. The estimated cost of the "In-Kind" relocation including engineering is \$ 136,510.00.

a. The actual cost of relocation will not be reimbursed to the UTILITY but will be paid directly to the STATE'S contractor by the STATE as a part of its contract. A detailed itemized cost estimate will be transmitted herewith and made a part hereof by reference.

b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$ 136,510.00. The total estimated cost including betterment is \$ 136,510.00.

If an adjustment for betterment is applicable, the COUNTY shall reimburse the UTILITY based On the percentage ratio of "inkind" cost and "betterment" cost and being 100 % percent of the total actual cost of relocation, as "inkind" and the remaining 0% percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the COUNTY reserves the right to recalculate the percentages at any time.

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 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. The **UTILITY** will be notified by the **COUNTY** Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the **STATE** Contractor. The **COUNTY** Project Engineer shall have final authority in all matters affecting the work of the **STATE'S** Contractor. In the event the **UTILITY** has an Inspector on the project, such Inspector will not issue any instructions to the **STATE'S** Contractor. All instructions to the **STATE'S** Contractor with regard to the work provided for under this agreement will be issued by the **COUNTY** Project Engineer, after consultation with the **UTILITY** Inspector or Representative if found necessary by the **COUNTY** Project Engineer.

5. 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.

6. 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.

7. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest shall be attached hereto and made a part of this Agreement.

8. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **COUNTY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

9. In the event the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.

b. 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; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the **COUNTY**, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

10. 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.

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.

12. Paragraph 13 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

13. In the event any Federal Funds are utilized for this work, the following certification is made: The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the County Transportation Engineer.

WITNESS:

Fairhope Public Utilities

(Legal Name of Utility)

[Signature]

BY:

[Signature]

(Signature)

Karin Wilson

(Type or Printed Name)

Mayor

(Type or Printed Title)

161 North Section St.

(Address)

Fairhope, AL 36532

(Address)

251-928-2136

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:

[Signature]
COUNTY ENGINEER

BY:

[Signature]
REGION ENGINEER

COUNTY OF

Baldwin

BY:

[Signature]
CHAIRMAN, COUNTY COMMISSION

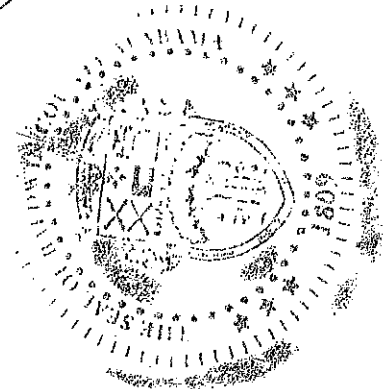
APPROVED:

BY:

[Signature]
COUNTY TRANSPORTATION ENGINEER

DATE:

4/12/17



FAIRHOPE PUBLIC UTILITIES WATER RELOCATION ESTIMATE

ITEM NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
641A-512	3/4 INCH COPPER WATER SERVICE LINE LAID	95	LINEAR FOOT	\$ 42.00	\$ 3,990.00
641A-748	8 INCH P.V.C. WATER MAIN LAID	1575	LINEAR FOOT	\$ 30.00	\$ 47,250.00
641O-520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	5	EACH	\$ 3,000.00	\$ 15,000.00
641Q-510	3/4 INCH WATER METER AND BOX SET	1	EACH	\$ 1,000.00	\$ 1,000.00
641U-808	8 INCH H.D.P.E. WATER MAIN (DIRECTIONAL DRILLING)	600	LINEAR FOOT	\$ 100.00	\$ 60,000.00
645C-500	DUCTILE IRON FITTINGS	1030	POUND	\$ 9.00	\$ 9,270.00
				TOTAL = \$	136,510.00