

Permit Number 200709005

Project Number _____

Division NINTH

County BALDWIN

STATE OF ALABAMA *acting by and through the*
ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE INSTALLATION AND/OR MAINTENANCE OF
TRAFFIC CONTROL SIGNALS AND/OR STREET LIGHTING

This Agreement, in accordance with resolution number 2007-67
dated 20 FEBRUARY 2007, attached hereto and made a part of this Agreement, is made
and entered into by and between the Alabama Department of Transportation (hereinafter referred to as STATE),
BALDWIN COUNTY (hereinafter referred to as OWNER), and [() applicable
(X) not applicable] _____ (hereinafter 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 parenthesis, to wit:

(X) A. Installation of new:

(X) Traffic Control Signals () Flashing Signal(s)

() Street Lighting () Other: _____

() B. Upgrading of existing traffic control signal(s) and/or street lighting.

() C. Removal of existing traffic control signal(s) and/or street lighting.

(X) D. Operation and maintenance of installed or upgraded existing traffic control signal(s) and/or street
lighting.

The accomplishment of the work above indicated by the alphabetic letter X marked in parenthesis 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): *NOTE – If more space is needed, please use continuation sheets.*

AL 59 and Keller Rd

Now therefore, in consideration of the benefits occurring to each of the parties to this Agreement from the
accomplishment of the work hereinbefore described, the parties hereto do hereby agree to the following provisions
and terms for the accomplishment of the work hereinabove identified.

1. In the event the work to be accomplished is hereinabove identified by A and/or B, the
(X) STATE () OWNER () PERMITTEE will furnish and the (X) 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 and/or PERMITTEE will be credited or debited for
under-runs or overruns respectively, then "*Exhibit O*" is attached to and made a part of this agreement.
2. In the event the OWNER and/or PERMITTEE agrees to furnish and install the equipment and/or associated
hardware at its own expense, the STATE will not participate in either the purchase, installation, maintenance, or
provision of electrical energy for the equipment and/or associated hardware.
3. 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, current edition.
 - B. The State of Alabama Special and Standard Highway Drawings, current year version.
 - C. The National Electrical Code, current edition.
 - D. Alabama Department of Transportation Standard Specifications of Highway Construction, current edition.
 - E. Special Provision #3483, dated 15 September 1999, SECTION 750 – Furnishing & Installing Roadway
Lighting System.

F. Code of Alabama, 1975 (as Amended) with specific reference to:

- 1) §23-1-113, Municipal Connecting Link Roads - Stipulations and conditions [specifically subparagraphs (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.
4. The STATE shall determine the type, quality, and quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work hereinbefore provided for under this Agreement. In the event the OWNER and/or PERMITTEE furnishes and/or installs the equipment and/or associated hardware to be utilized in the accomplishment of the work hereinabove identified by A and/or B, the OWNER and/or PERMITTEE 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 as maintained by the STATE's Bureau of Materials and Tests.
 5. 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.
 6. 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 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; Alabama Department of Transportation Standard Specifications for Highway Construction; and Special Provision #3483, dated 15 September 1999, SECTION 750. 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 to the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.
 7. 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. In the event the STATE furnished equipment and/or associated hardware is removed by the OWNER at any future time, all such equipment shall be removed and returned to the STATE.
 10. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER will obtain the approval of the STATE before such changes are implemented. All such changes shall be at the sole cost and expense of the OWNER.
 11. 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.
 12. 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 of Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the 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.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

- a). If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b). In the event of proration of the fund from which payment under this Agreement is to be made, this Agreement will be subject to termination.
14. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Agreement.
15. Type and number of signal heads (Example: 1 each 1 way, 3 section, 12 in. red, 12 in. yellow, 12 in. green).
- 8 ea one way 3 section 12in red, 12 in yellow, 12 in green and 1 ea one way 5 section, 12 in red, 12 in yellow, 12 in yellow arrow, 12 in green , 12 in green arrow and 1 ea one way 3 section 12 in red, 12 in yellow arrow, 12 in green arrow

TYPE OF SIGNAL		CONTROLLER	
<input checked="" type="checkbox"/> Traffic Control <input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Flashing Beacon <input type="checkbox"/> Lane Control <input type="checkbox"/> School Flasher <input type="checkbox"/> R. R. Crossing <input type="checkbox"/> Flasher With Sign Message <input type="checkbox"/> Other 	Make: _____ Model #: _____ <input type="checkbox"/> Fixed Time <input type="checkbox"/> Two Phase <input type="checkbox"/> Semi Actuated <input type="checkbox"/> Four Phase <input type="checkbox"/> Full Actuated <input checked="" type="checkbox"/> Eight Phase <input type="checkbox"/> Other <div style="text-align: right;">SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO</div>		

16. Distance in feet to the nearest adjacent traffic control signal:
- North >1000 South >1000 East N/A West N/A
17. 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.
18. The cycle length for actuated controller(s) 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 controller(s) shall be dictated by the traffic volume count with adjustments when STATE approved.
19. In the event the warranting of the traffic signal(s) is 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. If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices projected warranting criteria, the STATE reserves the right to demand the removal of the traffic signal and/or associated hardware from the STATE highway system.
20. In the event the work to be accomplished is hereinbefore identified by A and/or B 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 alphabetic letter X marked in parenthesis 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 ☐ PERMITTEE ☒ STATE ☐ OWNER shall substantiate the work identified by A and/or B to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycle, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by A and/or B 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 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 Agreement.

In 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 Maintenance Engineer.

(Seal of OWNER)

Legal Name of PERMITTEE (if applicable)

By: _____
Authorized Signature

Baldwin County Commission
Legal Name of OWNER

Attest: Michael L. Thayer

By: [Signature]
Authorized Signature

Recommended for approval:

By: R. F. [Signature]
Division Engineer

Approved as to form:

By: Jim R. Ippolito, Jr. b, AD
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 Agreement is hereby approved on this 20th
day of April, 20 07.

APPROVED:

By: [Signature]
State Traffic Engineer

By: [Signature]
Maintenance Engineer

Project Number: ST-002-888-007


Accounting Project Number: 100050292

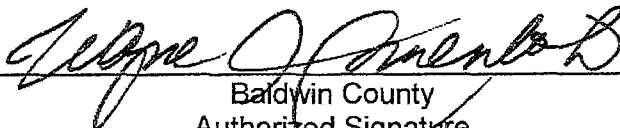
MEMORANDUM OF UNDERSTANDING

**FUNDING RATIO FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE
INTERSECTION OF AL 59 AND KELLER RD.
IN BALDWIN COUNTY, ALABAMA**

The Alabama Department of Transportation (hereinafter referred to as the STATE) and Baldwin County, Alabama (hereinafter referred to as the COUNTY) wishes to install a traffic signal at the intersection of AL 59 and Keller Rd. in Baldwin County. This installation requires participation by the STATE and the COUNTY in funding the installation cost. The total estimated cost to install a traffic signal at this location is \$100,000 with 50 percent funded by the STATE and 50 percent funded by the COUNTY.

In the event the final installation cost is less than the total estimated cost, the STATE and the COUNTY will share in the cost underrun at the above-mentioned funding ratio and therefore the STATE will refund to the COUNTY 50 percent of the underrun. In the event the final installation cost exceeds the total estimated cost, the STATE and the COUNTY will share in the cost overrun at the above-mentioned funding ratio and therefore the COUNTY will submit a check to the STATE for 50 percent of the cost overrun.


Alabama Department of Transportation
Division Engineer


Baldwin County
Authorized Signature