Baldwin County Highway Department



Permit No. 25579-ω
District 4
Township
Range/Section
Type water

PERMIT -FOR THE ACCOMODATION OF UTILITY FACILITIES AND RELOCATION REQUIREMENTS ON PUBLIC-RIGHTS-OF-WAY

KNOW ALL MEN BY	Y THESE PRESENTS	, THIS AGREEMEN	Γ (hereinafter	referred	to	as
"Agreement"), entered into the	his theday of	, by	and between	Baldwin (Cour	ıty
acting through its authorized	l agents of the Baldwin C	County Highway Departr	nent (hereinaft	er referred	l to	as
"COUNTY") AND Riviera	Utilities, (hereinafter refe	erred to as the "UTILITY	").			

WITNESSETH

WHEREAS, the County proposes certain highway improvements and/or Utility desires to have its facilities accommodated on a public right-of-way in Baldwin County, Alabama, and;

WHEREAS, the project subject hereto and contained herein is hereby described, designated and/or entitled as:

Installing approximately 800 feet of 10 inch fusible C900 PVC pipe by bore under Bon Secour River within W Keller Rd right of way in Foley Alabama for a new water main., and;

WHEREAS, the County has granted to the Utility the right to locate its facilities across or along the public highways, and hereby grants to Utility, approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on the attached plans and specifications:

NOW THEREFORE, be it agreed as follows:

ARTICLE I. County Engineer Authority and Least Possible Interference

The Utility agrees to install its facilities on the public right-of-way, as shown by the plans and specifications attached hereto and made a part hereof as Attachment/Exhibit A and/or in accordance with the requirements of County, so as to occasion the least possible interference with the progress of County projects where such installation is within the bounds of an active highway project.

ARTICLE II. County Standards

Utility agrees to conform to the provisions of the current County Standards, as interpreted by the County Engineer, for the Accommodations of Utilities on a public Right-of-way. It is further agreed that the applicable provisions of the laws of the State of Alabama and Baldwin County, Alabama shall govern and be controlling and binding over the provisions of the Agreement.

ARTICLE III. Non -Assignability

With exception to financing agreements, mortgages, security agreements, or other security interests in the facilities permitted hereby, the parties hereto shall not, without the express written consent of each and every other party hereto, assign, sell, transfer or otherwise any interest, rights or obligations provided or contained herein in whole or in part at any time.

ARTICLE IV. Warranties, Representations and Certifications

The execution and delivery of this Agreement have been duly authorized by all necessary actions of County and Utility, and such actions are <u>in compliance</u> with all public bidding and other State and federal laws applicable.

This Agreement has been duly executed and delivered by, and constitutes the valid and binding obligation of, all parties and enforceable against them in accordance with the respective terms contained herein.

The execution, delivery and performance of this Agreement <u>shall not violate</u> any State, federal, local law, ordinance, order, writ, injunction, decree, or regulation of any court, or conflict with any other obligation of the parties hereto.

Utility shall provide to County, and to the satisfaction of the County Engineer, written proof of compliance with applicable ADEM requirements including a Receipt of Registration from ADEM for Phase II Stormwater Permitting Requirements if applicable.

If registration of the project with ADEM is not required, under current stormwater Permitting Regulations as determined by the Utility, then it shall be a County requirement that Utility must provide a "written certification of review and understanding" of those same requirements to County as part of this Permit Application.

Not withstanding the above, Utility shall comply with all applicable environmental laws, regulations and permitting requirements.

ARTICLE V. Term and Binding Effect

This Agreement and contract will, upon County approval and execution:

- 1. continue in effect until amended, altered to that effect, or otherwise changed by all parties hereto and as required herein, and;
- 2. Not extend or be enforceable past a maximum of 36 months in duration or shorter time agreed upon by parties as noted herein within Article XXII.

Utility shall remain in compliance for the duration of the terms as listed within this permit to include but not limited to a one year period after the completion of construction as determined by County, and;

3. Be binding upon and shall inure to the benefit of the County, Utility and their respective agents and successors.

ARTICLE VI. Exhibits and Attachments

The following exhibits and/or attachments listed below referenced herein are specifically included as a necessary part of this agreement and the same shall not be complete without such items, to wit:

- A. Plans and Specifications, Cross Section, Vicinity Map
- B. <u>ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein</u>
- C. <u>Letter from applicable Wastewater Treatment Facility confirming knowledge of</u>
 Utility installation and ability to treat the waste (Sewer Permits only)

D.	Certificate of Insurance (Baldwin County Commission as "Certificate Holder" only)
E.	Construction Schedule
F.	

County and Utility jointly shall cause such items as listed above to contain dates, signatures of the parties with authorization to make such signatures, and sufficient marks and references back to this Agreement noting their inclusion and attachment hereto.

ARTICLE VII. Plans

All permits shall include a plan view of the entire utility installation depicting the linear position of the utility along the roadway and the horizontal position of the utility measured to the edge of the roadway. These plans shall also show all roadway crossings as well as the proposed location of any appurtenances such as fire hydrants, pressure relief valves, pedestals, lift stations, etc. The plans shall also include a typical cross section showing the roadway and position of the proposed utility relating to its horizontal and vertical position.

ARTICLE VIII. Entire Agreement

This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, sketches, drawings, plans, agreements, representations whatsoever whether express or implied.

ARTICLE IX. Severability

In the event that any provision of this Agreement shall be held invalid or unenforceable by a recognized authority or any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision contained herein.

ARTICLE X. Bond Requirements

The Utility agrees to file with the Baldwin County Highway Department a certified check or bond in the amount of \$\sum_{N/A}\$ made payable to the Baldwin County Highway Department to guarantee the faithful and complete performance of provisions of this Agreement and to guarantee that Utility will maintain this work suitable to the Baldwin County Highway Department for a period of one year.

At the end of one year, from the completion of this work, the Baldwin County Highway Department may:

- 1. If the work is determined to be satisfactory by County, return the bond or certified check to the remitter, or;
- 2. If the work is determined to be unsatisfactory, apply the bond or certified check to the cost of repairing the right-of-way with County forces, and;
- 3. The County has the authority to determine if a bond is required, depending upon the circumstances of the permit.

ARTICLE XI. Bond Amounts and Reservations

The following are the values for the bond amounts for the following facilities:

A. Buried Cable

1. Crossing	\$5,000
2. Parallel, Trench	\$5,000 per mile
3. Parallel, Direct Burial	\$2,000 per mile

B. High-pressure, gas pipelines

1. Crossing highway

I. 8-inch diameter and smaller	\$10,000
II. 10 through 16-inch diameters	\$25,000
III. Larger than 16 inches	\$50,000

2. Parallel to highway

I.	8-inch diameter and smaller	\$5,000 per mile
II.	10 through 16-inch diameters	\$25,000 per mile
III.	Larger than 16 inches	\$20,000 per mile

C. Low-pressure water, sewer, and gas pipelines

1. Clossing inghway \$3.00	1.	Crossing highway	\$5,000
----------------------------	----	------------------	---------

2. Parallel to highway \$5,000 per mile

- D. For unpaved roadway above amounts may be reduced by as much as 75% at the discretion of County.
- E. The County reserves the right to increase or decrease the bond requirement to coincide with local conditions and work history of the constructing entity.

ARTICLE XII. Required Relocation of Facilities

As a condition for permission to install its facilities upon County right-of-ways, Utility agrees to relocate said facilities at Utilities said expense with no obligations imposed upon County financially or otherwise in the event such future relocation is required by County due to upgrading or reconstruction of the road upon which the facilities are located. Utility further agrees to relocate said facilities within 60 days or as determined by County, if such relocation is required.

ARTICLE XIII. Exclusions, Liabilities, and Damages

County, in approving this application, does not in any way assume responsibility for the maintenance of this facility and projects subject hereto. County shall not be responsible for any claims for damage done to existing private property, public utilities or the traveling public caused by Utility, its agents, servants or employees or caused by the facility itself.

Utility, for the benefits received herein and hereby acknowledged by Utility, agrees to release, indemnify and hold harmless County for any and all deficiencies, court orders, citations, violations, consent orders, fines, or other enforcement actions for refusals or work conducted by the Utility and/or their agents and assigns, all relating to work either resulting from, or specifically relating to the work on County rights-of-ways as herein described or otherwise performed with or without authorization.

County shall be reimbursed or otherwise indemnified from Utility all costs for damages, repairs, fines incurred as a result of any action and/or inaction that would cause County to finish, correct, alleviate, or work on a project/task deemed by County to be the responsibility of Utility. Reimbursement shall come from the Utility in the form of direct payment based on the expenses incurred by the County or through the redeeming of the Bond held by the County in the name of the Utility for said Project.

ARTICLE XIV. Plans on Site

The Utility owner agrees to have an accurate copy of the approved agreement and plans on the job site at all times while said work is being performed.

ARTICLE XV. Responsibility for Traffic Control Devices

Traffic control devices will be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices, latest edition, which is hereby made a part hereof by reference and will be conformed to as the provision thereof are applicable to such work or otherwise deemed necessary by County.

ARTICLE XVI. Markings and Decals

Utility Company must mark ped or pole with de-cal showing:

- A. Name of company, nature of utility (water, sewer, gas, cable TV, etc.), and;
- B. A telephone number where utility company can be reached by phone, and;
- C. The distance from ped or pole to existing buried line, and;
- D. This applies to existing ped, pole and line, as well as new lines.

ARTICLE XVII. Implementation of Work

Utility must begin work (to the satisfaction of County) on the project no later than 90 days from dated issue of permit, or in the alternative, notify County utilities inspector in writing for consideration of a discretionary extension for good cause.

ARTICLE XVIII.

Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to reseeding with grass seeds, sod, etc. unless the utility is buried inside a dirt road that is a travel way; however, Utility should always maintain site so as to prevent erosion or otherwise comply with environmental standards. Post-construction drainage, flow direction and volume should be the same as pre-construction drainage, flow direction and volume.

ARTICLE XIX. Non- Waiver

The waiver of any breach of this agreement by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this contract. The delay or omission by County to exercise any right or power provided by this agreement shall not constitute a waiver of such right or power, or acquiescence in any action or inaction on the part of Utility. Any breach on the part of Utility shall be construed a continuing breach, and County may exercise every right and power under the Agreement at any time during the action or inaction or upon the occurrence of any subsequent breach.

ARTICLE XX. Mandatory Time of Contact

Utility agrees to place calls, for <u>construction</u>, to County at least 24 hours prior to construction and upon completion.

ARTICLE XXI. Non-Endorsement

County, in no way, is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Utility. This permit governs and creates an understanding as to the issues herein outlined, or otherwise controls the placement of facilities within the County right-of-way by Utility. Any perceived endorsement, authorization or approval, given hereby, verbally or otherwise, for other business practices or behavior of the Utility or its agents, without a properly-authorized and written verification thereof, is to be considered hereby withdrawn. This permit, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of County. It is the sole responsibility of the Applicant hereto to comply or to ensure their own compliance with any local, State, or Federal law or regulation.

ARTICLE XXII. Additionally Agreed Upon Provisions (if any)

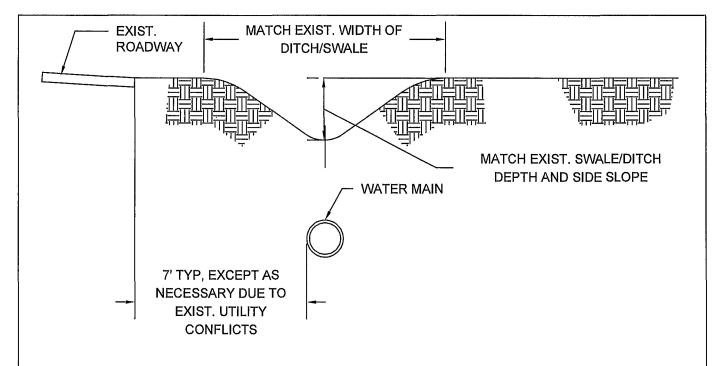
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

APPROVED BY: Mike Complete 11-18-25 Authorized Representative Baldwin County Highway Department	BALDWIN COUNTY HIGHWAY DEPARTMENT UTILITY PERMITS PO Box 220 Silverhill, AL 36576 251-972-6831, phone 251-972-6832, fax
Permit Manager	APPLICANT:
Baldwin County Highway Department	BY Schadlefe SIGNATURE Tony L. Schachle, Jr., P.E.
County Engineer	TYPED OR PRINTED NAME
Baldwin County Highway Department	Chief Operating Officer TITLE
	Riviera Utilities
	UTILITY COMPANY (IF APPLICABLE)
	ADDRESS:
	413 E Laurel Ave
	Foley, AL 36536
	251-943-5001
	PHONE NUMBER

I, <u>Cynthia Young</u>, a Notary Public in and for said County, in said State, hereby certify that <u>Tony L. Schachle, Jr., P.E.</u>, an individual whose name as a duly authorized representative for Utility is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Utility.

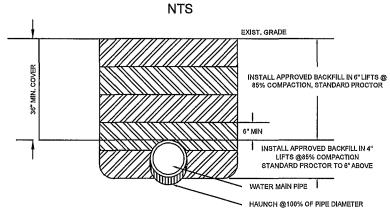
Given under my hand and official seal, this the 24th day of September, 2025.





- ALL DISTURBED DRAINAGE SWALES AND DITCHES SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS
- 2. DISTURBED SWALES/DITCHES SHALL BE SEEDED AND MULCHED OR, AS NECESSARY TO PREVENT EROSION, SEEDED AND COVERED W/ EROSION CONTROL BLANKET IN ACCORDANCE WITH COUNTY REQUIREMENTS.

TYPICAL WATER MAIN INSTALLATION UNDER SWALE/ DITCH

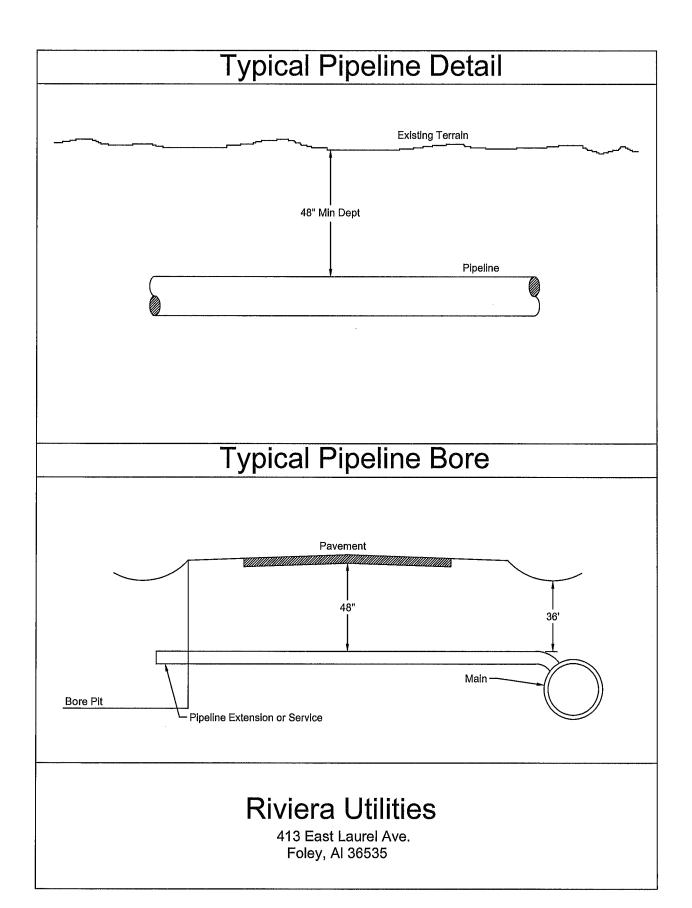


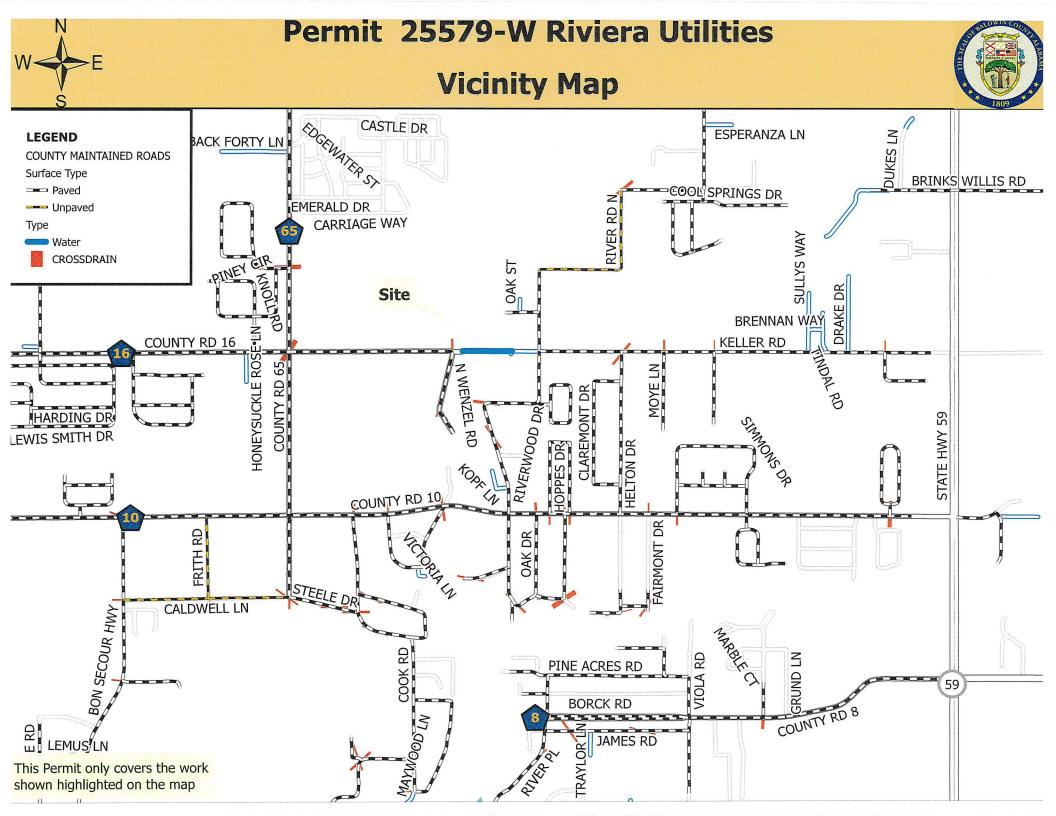
TYPICAL WATER MAIN TRENCH DETAIL

NTS

Riviera Utilities	Project:	W Keller Rd Water Main Bore
	Department:	Water
Foley, AL 36535	Date:	9/24/2025
	Notes:	

Exhibit "A"





W E

Permit 25579-W Riviera Utilities

Site Map





Written Certification of Review and Understanding of ADEM compliance

September 24, 2025 (Current Date)

Baldwin County Highway Department Engineering Division – Utility Inspection PO Box 220 Silverhill, AL 36576

> RE: <u>Keller Rd Water Main Bore</u> (Project Location – Baldwin County)

We have reviewed and understand the Alabama Department of Environmental Management's NPDES stormwater permitting regulations. We hereby certify that the referenced project does not warrant registration.

Sincerely,

Signature

Tony Schachle, Jr., P.E.

Typed or Printed Name

Chief Operations Officer

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confor that the certificate holder in liqu of such produce months.

ŧł	nis certificate does not confer rights t		ficate holder in lieu of su	uch endorsement(s)).		· · · · · · · · · · · · · · · · · · ·	
PRO	DUCER	<u> </u>		CONTACT NAME: Kelli Smith				
Arthur J. Gallagher Risk Management Services, LLC 2200 Woodcrest PI, Ste 250				PHONE (A/C, No, Ext): 251-340-1771 (A/C, No): 251-470-1050				
Birmingham AL 35209				E-MAIL ADDRESS; kelli_smith1@ajg.com				
- Intringitation Action				INSURER(S) AFFORDING COVERAGE NAIC				
				INSURERA: Travelers	25674			
	JRED		THEUTIL-01	INSURER B : Americal	n Alternative	nsurance Corp	19720	
Th	e Utility Board Of The City Of Foley viera Utilities	D.B.A		The state of the s		mpensation Fund, inc.		
	3 East Laurel Avenue			INSURER D : Phoenix Insurance Company				
	ley AL 36535			INSURERE : Old Rep			31143	
				INSURER F : Enduran			43630	
CO	VERAGES CER	TIFICATE	NUMBER: 1446067375	No. produce and the contraction of the allows are contract to the contract to		REVISION NUMBER:	·	
U C E	HIS IS TO CERTIFY THAT THE POLICIES NDICATED, NOTWITHSTANDING ANY REJECTION OR MAY BE ISSUED OR MAY INCLUSIONS AND CONDITIONS OF SUCH	QUIREMEN PERTAIN, T POLICIES. I	IT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT	TO WHICH THIS	
NSR LTR		ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
D	X COMMERCIAL GENERAL LIABILITY			7/1/2025	7/1/2026		1,000,000	
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$:	1,000,000	
						MED EXP (Any one person) \$1	Excluded	
						PERSONAL & ADV INJURY \$	1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$	2,000,000	
	X POLICY PRO-					PRODUCTS - COMP/OP AGG \$	2,000,000	
	OTHER:					\$	<u> </u>	
Α	AUTOMOBILE LIABILITY			7/1/2026	7/1/2026	(Ed addition)	1,000,000	
	X ANY AUTO					BODILY INJURY (Per person) \$	w.,	
	OWNED SCHEDULED AUTOS ONLY AUTOS					BODILY INJURY (Per accident) \$		
	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE \$		
						\$		
Α	X UMBRELLALIAB X OCCUR			7/1/2025	7/1/2026	EACH OCCURRENCE \$	11,000,000	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$	11,000,000	
	DED X RETENTION\$ 10,000					\$		
C	WORKERS COMPENSATION			2/1/2025	1/31/2026	X PER OTH-		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EAGH ACCIDENT \$	1,000,000	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXOLUDED? (Mandatory in NH)	"""				E.L. DISEASE - EA EMPLOYEE \$	1,000,000	
	if yes, describe under DESCRIPTION OF OPERATIONS below		LUCANIA DE CALLANDA			E.L. DISEASE - POLICY LIMIT \$	1,000,000	
вши	2nd Layer Excess 3rd Layer Excess 4in Layer Excess			7/1/2025 7/1/2025 7/1/2025	7/1/2026 7/1/2026 7/1/2026	Limit Limit Limit	\$5m x \$11m \$4m x \$16m \$5m x \$20m	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Rented/Leased Equipment 0020105439233 07/01/2025-07/01/2026 Limit: \$210,000 Baldwin County Highway Department Right of Way								
<u> </u>	DTIFICATE LICE DED			OANOELI ATIOLI				
UE	RTIFICATE HOLDER			CANCELLATION				
	Baldwin County Highway D)epartmer	nt		N DATE TH	ESCRIBED POLICIES BE CAN EREOF, NOTICE WILL BE BY PROVISIONS.		
	22300 West Boulevard Silverbill Al. 36576			AUTHORIZED REPRESENTATIVE				

@ 1988-2015 ACORD CORPORATION. All rights reserved.

Exhibit "E "

Construction Schedule

Work to begin within 60 days after receiving permit.

PLANS FOR

800 LF OF 10" FUSIBLE C900 PVC WATER MAIN CROSSING OF BON SECOUR RIVER PARALLEL TO KELLER RD

FOLEY, ALABAMA

CROSSING BY BORING OF 10" FUSIBLE C900 PVC WATER MAIN (CROSSING - 800 L.F. OF 10" FUSIBLE C900)

OWNER: THE UTILITIES BOARD OF THE CITY OF FOLEY, D/B/A RIVIERA UTILITIES



SEPTEMBER 2025

INDEX OF SHEETS

 SHEET NO.
 DESCRIPTION

 1
 COVER SHEET

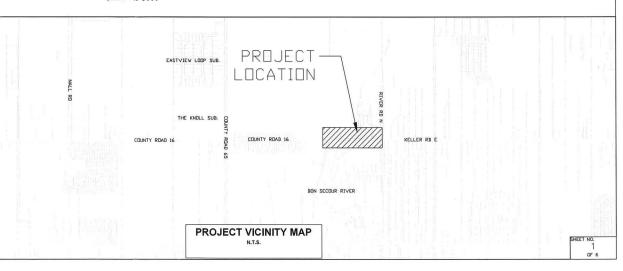
 2-5
 PLAN AND PROFIL

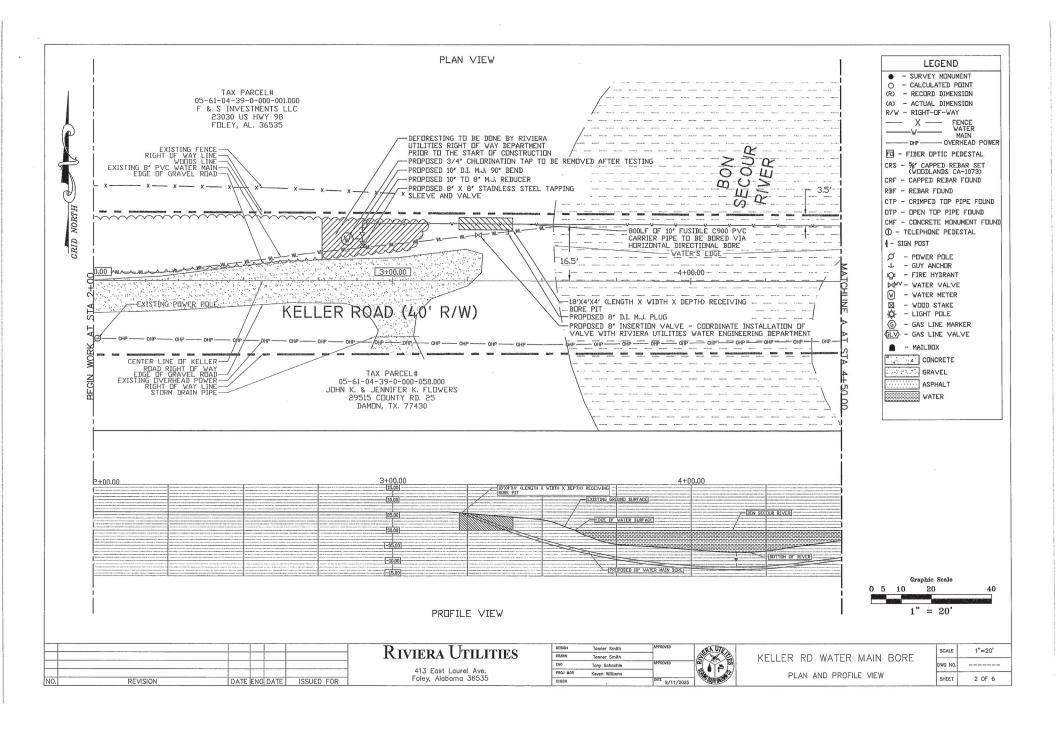
RIVIERA UTILITIES

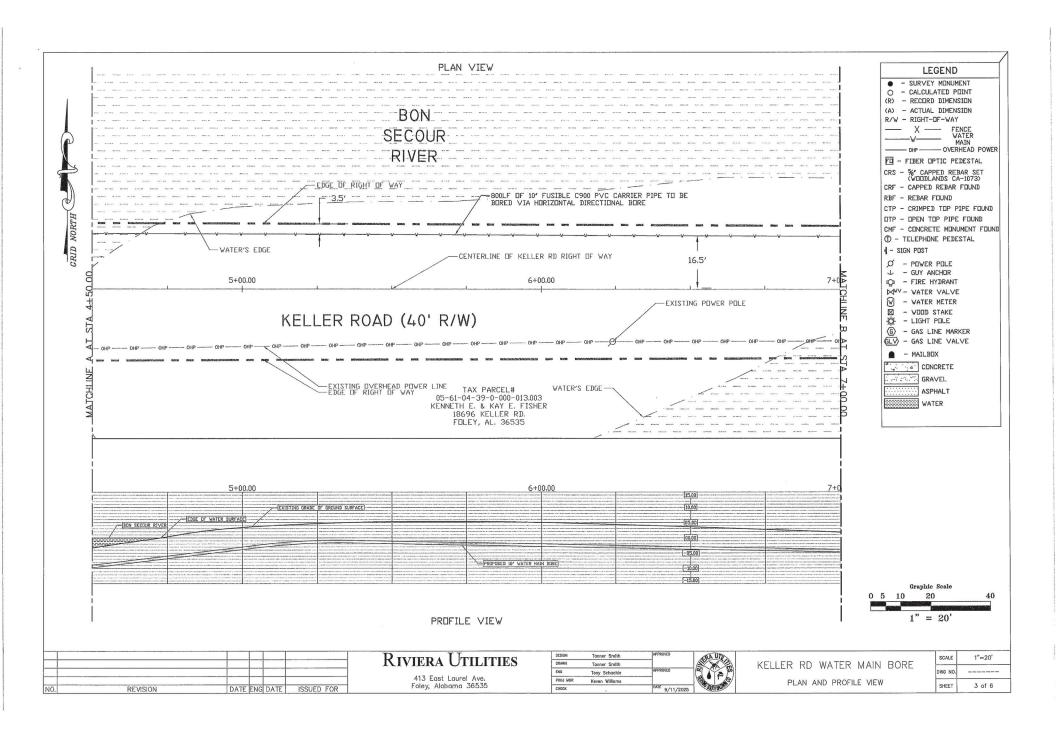
413 East Laurel Avenue Foley, Alabama 36535 (251) 942-5001

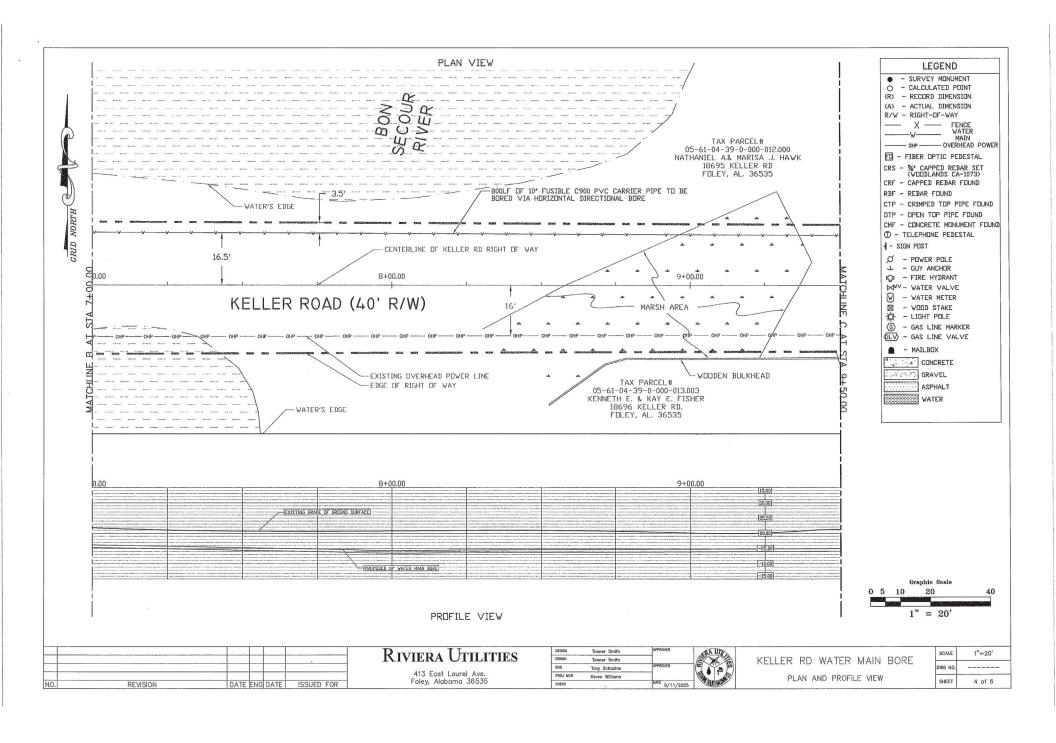


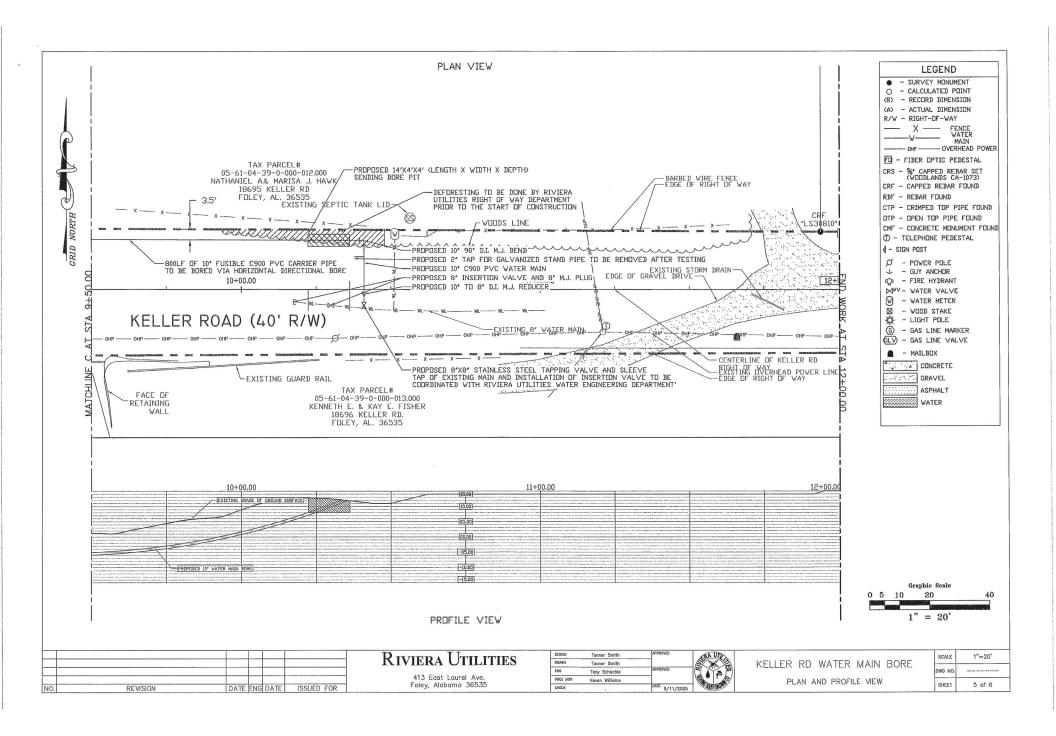
REGIONAL VICINITY MAP

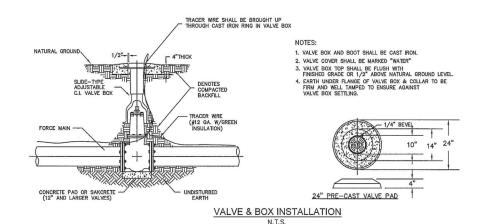




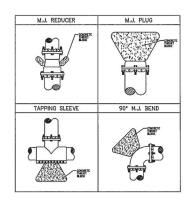








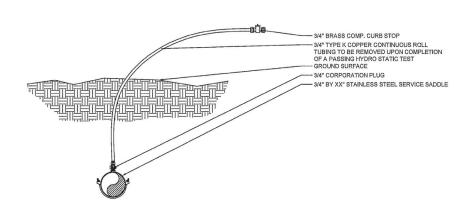




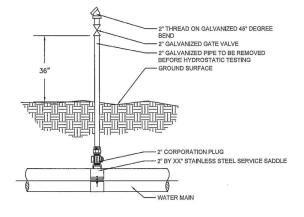
EACH THRUST BLOCK MUST BE POURED WITH AT LEAST 2000 PSI CUNCRETE

ALL THRUST BLOCKS MUST HAVE A PLASTIC BARRIER BETWEEN THE FITTING AND CONCRETE

THRUST BLOCK DETAIL N.T.S.



CHLORINATION TAP DETAIL N.T.S.



STAND PIPE DETAIL N.T.S.

							Riviera Ut
							413 East Laurel
)	REVISION	DATE	FNG	DATE	ISSUED	FOR	Foley, Alabama 3

CIVIERA	UTILITIES
	a constant account

413	East	Laure	el Ave.
Foley	, Alal	oama	36535

DESIGN	Tanner Smith	APPROVED	
DRAWN	Tanner Smith		1/8
ENO	Tony Schachle	APPROVED	
PROJ MGR	Keven Williams		1
CHECK		DATE 9/11/2025	1
			_

	ERA	UTA
_		
	1	1
5	100	HALLIAN

KELLER	RD	WAT	ER	MAIN	BORE	
	STAN	IDARD	DE	TAILS		

SCALE	
DWG NO.	
SHEET	6 of 6