

(CW)

**Baldwin County Highway Department**

Permit No.	24416-E
District	2
Township	
Range/Section	
Type	Electric

2400/6290

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

**KNOW ALL MEN BY THESE PRESENTS, THIS AGREEMENT** (hereinafter referred to as "Agreement"), entered into this the 21st day of August, 2024, by and between Baldwin County acting through its authorized agents of the Baldwin County Highway Department (hereinafter referred to as "COUNTY") AND RIVIERA UTILITIES, (hereinafter referred 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:

Bore approximately 55 feet of underground primary under Moogs Ln directly across from Battles Rd, at a depth of 60 inches, to install a single run of 2 inch red HDPE conduit to run primary along the South side of Moogs Lane approximately 675 feet to two new transformers. All overhead primary and secondary's will be converted to underground along this road.

, 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

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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 in compliance 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 shall not violate 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.

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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.

Notwithstanding 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. ADEM compliance certifications or written Certification of Review & Understanding of ADEM regulations as required by ARTICLE IV herein
- C. Letter from applicable Wastewater Treatment Facility confirming knowledge of 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. \_\_\_\_\_

*STANDARD UTILITY PERMIT APPLICATION*

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 \$ 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.

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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. 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.

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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.

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ARTICLE XVIII. Site Restoration

All disturbed areas must be returned to as close to normal as possible to include but not limited to reseeded 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 construction, 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)

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STANDARD UTILITY PERMIT APPLICATION

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

APPROVED BY:

Michele Campbell 9-3-24  
Authorized Representative Date  
Baldwin County Highway Department

John Howard 09-11-24  
Permit Manager Date  
Baldwin County Highway Department

BALDWIN COUNTY HIGHWAY DEPARTMENT  
UTILITY PERMITS  
PO Box 220  
Silverhill, AL 36576  
251-972-6831, phone  
251-972-6832, fax

APPLICANT:

BY Nick Jeffers  
SIGNATURE

Nick Jeffers  
TYPED OR PRINTED NAME

Engineer Tech III  
TITLE

Riviera Utilities  
UTILITY COMPANY (IF APPLICABLE)

ADDRESS:  
700 Whispering Pines Rd.

Daphne, AL 36526

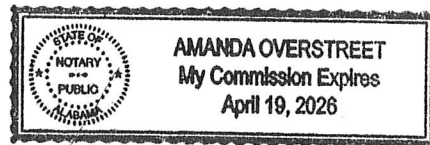
251-621-2790  
PHONE NUMBER

\_\_\_\_\_  
County Engineer Date  
Baldwin County Highway Department

I, Amanda Overstreet, a Notary Public in and for said County, in said State, hereby certify that Nick Jeffers, 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 21<sup>st</sup> day of August, 20 24.

Amanda Overstreet, Notary Public





*STANDARD UTILITY PERMIT APPLICATION*

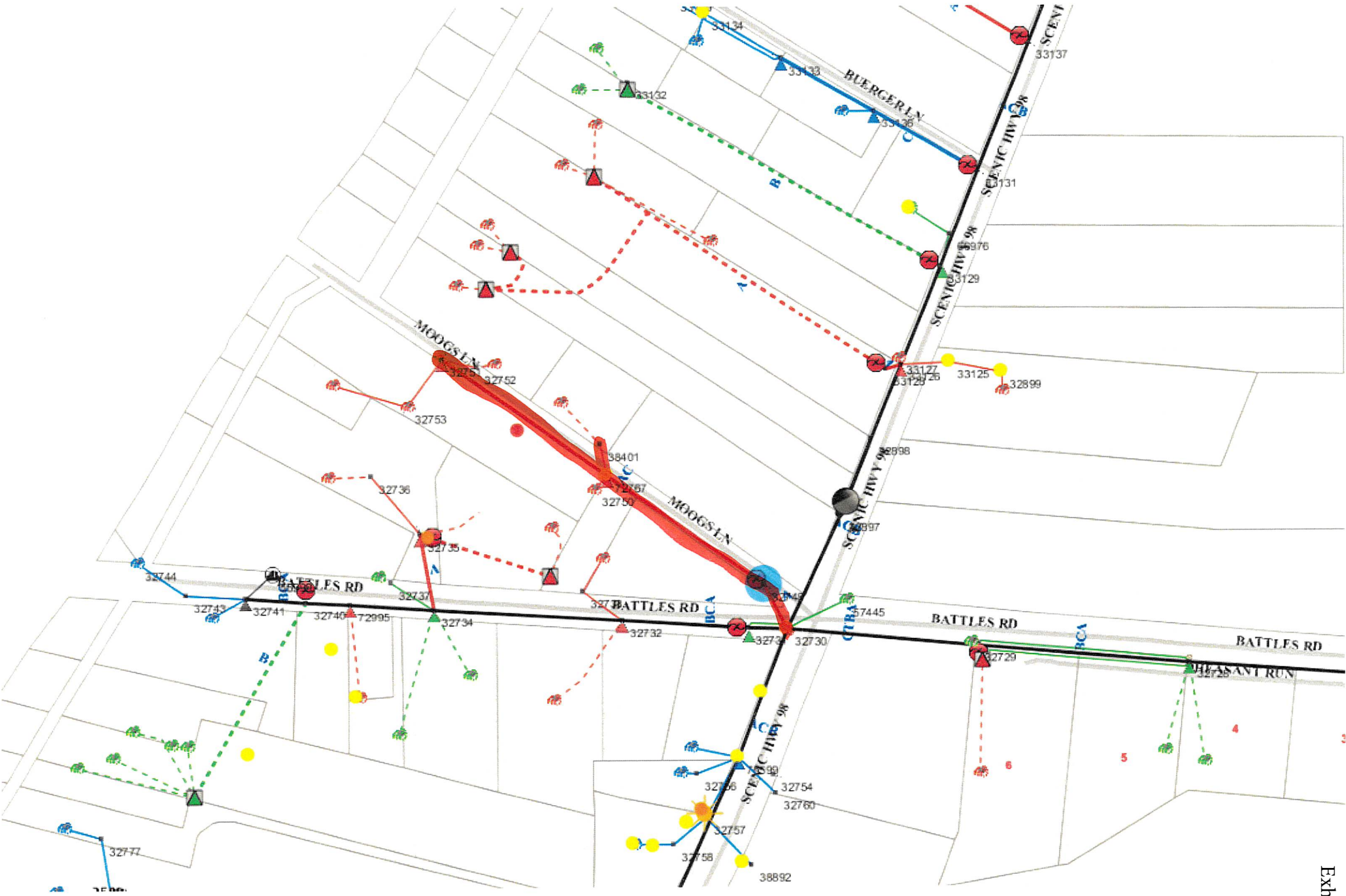
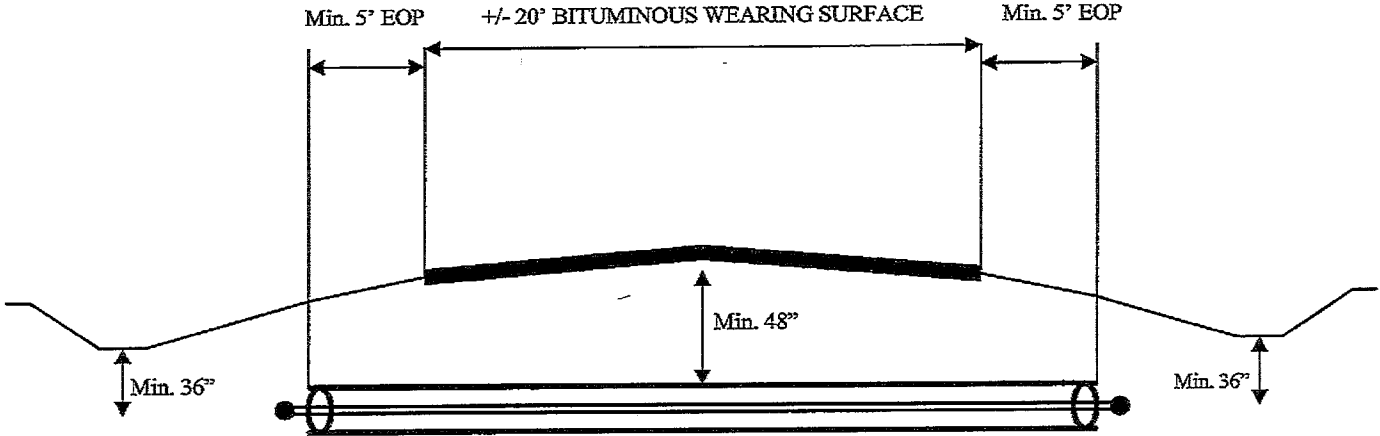


Exhibit A

# Typical Bore Detail



Bore detail for Moogs Lane  
(County Road name)

Written Certification of Review and Understanding  
of ADEM compliance

August 21, 2024

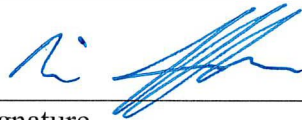
(Current Date)

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

RE: Moogs Lane Underground Conversion  
(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

Nick Jeffers

Typed or Printed Name

ENGINEER TECH III

Title



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2024

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(ies) 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 confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cadence Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606	<b>CONTACT NAME:</b> Kelli Smith		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co of America <b>INSURER B:</b> American Alternative Insurance Corp <b>INSURER C:</b> Municipal Workers Compensation Fund, Inc. <b>INSURER D:</b> Phoenix Insurance Company <b>INSURER E:</b> Old Republic Union Insurance Company <b>INSURER F:</b> Endurance Risk Solutions Assurance Co.	<b>NAIC #</b> [REDACTED]	
	<b>PHONE (A/C, No., Ext):</b> 251-340-1771				<b>FAX (A/C, No):</b> 251-470-1050
	<b>E-MAIL ADDRESS:</b> Kelli.smith@cadenceinsurance.com				

<b>INSURED</b> The Utility Board Of The City Of Foley D.B.A Riviera Utilities 413 East Laurel Avenue Foley AL 36535	<b>THEUTIL-01</b>
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**COVERAGES**                      **CERTIFICATE NUMBER:** 902229528                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			[REDACTED]	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			[REDACTED]	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			[REDACTED]	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	[REDACTED]	2/1/2024	1/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B E F	2nd Layer Excess 3rd Layer Excess 4th Layer Excess			[REDACTED]	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	Limit \$5m x \$11m Limit \$4m x \$16m Limit \$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 07/01/2024-07/01/2025 Limit: \$210,000

<b>CERTIFICATE HOLDER</b>  Alabama Department of Transportation 1409 Coliseum Blvd. Montgomery AL 36130	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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EXHIBIT E

CONSTRUCTION SCHEDULE

Construction on County ROW will begin ASAP and will  
take approximately 1 days/~~weeks~~ to complete.