

STATE OF ALABAMA  
Alabama Department of Transportation

Agreement for Construction of Utility Facility  
to serve Alabama Department of Transportation needs

Whereas, the Alabama Department of Transportation (hereinafter referred to as the “State”) and \_\_\_\_\_ (hereinafter referred to as the Utility) desire to enter into an agreement for the construction, maintenance, retention and /or removal of such utility facilities as necessary to provide \_\_\_\_\_ utility service to Alabama Department of Transportation Project No. \_\_\_\_\_ as shown in Exhibit “A”, which is attached hereto and made a part hereof; Now, therefore, be it agreed as follows:

1. It is mutually agreed that construction of the utility facility shall be accomplished by:
  - a. \_\_\_ the utility’s own forces,
  - b. \_\_\_ by contract let to successful low bidder by the utility owner with State approval
  - c. \_\_\_ by contract let to successful low bidder by the State so as to provide this utility service at the earliest possible time.
2. When the work is accomplished by method (a) and /or (b) of paragraph one (1) above the State will pay to the Utility the cost of all work performed and materials furnished by the Utility in connection with or incidental to the construction of said facility. Such reimbursement will be made upon receipt of appropriate invoices prepared in accordance with the Federal Highway Administration Policy and Procedure Memorandum No. 30-4 dated June 29,1973 and supplements thereto.

When the work is accomplished by method (c) of paragraph one (1) above no direct payment will be made to the Utility. Payment will be made by the State to the State’s contractor.
3. The total estimated direct and related indirect cost of said work is \$ \_\_\_\_\_ as itemized and shown in detail as Exhibit “B” attached hereto and made a part hereof.
4. The utility will maintain the facility and provide quality utility service in accordance with the requirements of the appropriate regulatory body and this agreement.
5. The utility agrees to keep true and accurate records of all expenditures made by it in the process of said work. Records will be kept in accordance with sub-paragraph (enter appropriate number) 7h----- of PPM 30-4. Where the method described by Paragraph 7h(2), 7h(2)(a), or 7h(4) is to be used, the findings referred to therein shall have been made and approved by the State and Federal Highway Administration as indicated in Exhibit “C” to be attached to the agreement.

6. The utility, upon completion of the work, shall furnish to the State Transportation Director such papers, records and supporting documents as the Director may require, to support the cost of said work.
7. Upon completion of the construction and when reimbursement is made to the utility, the facility shall become property of the Utility provided;
  - (a) The Utility will properly maintain such facilities and provide continuous quality service in accordance with the requirement of the Utility's appropriate regulatory body.
  - (b) The Utility will record the cost of such facilities as a contribution by the State and maintain related accounting records in accordance with applicable provisions of the Uniform System of Accounts prescribed by the appropriate Federal and/or State regulatory body.
  - (c) The Utility will eliminate from the rate determination process (1) the original cost to the State of all such facilities, and (2) the corresponding current and cumulative depreciation amounts, and
  - (d) The Utility will relinquish to the State, ownership and possession of all facilities constructed under this agreement should the Utility either go out of business or be sold to someone unwilling to abide by the terms of this agreement.
8. The Utility shall, during the progress of the work and for three (3) years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the State of Alabama Department of Transportation, the Federal Highway Administration, or other governmental agencies to verify the cost of such work. The records will be available in the Utility's office located at  

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9. The Utility agrees to conform to the provisions of the State's current standards for accommodating Utilities on Highway Rights of Way where applicable. It is further agreed that the applicable provisions of the laws of the State of Alabama shall govern and be controlling and binding over the provisions of this agreement.
10. The construction and/or maintenance of these facilities by the Utility shall be accomplished with due regard to the safety of the general public. The Utility shall provide adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the *Manual on Uniform Traffic Control Devices* to insure the safety and convenience of the traveling public.
11. Where it is necessary to maintain the facility by access from the Interstate Roadway or ramps, the Utility shall notify the Alabama Department of Transportation's Region Engineer and secure the Region Engineer's approval of the Utility's plan of operation and the method for controlling traffic to insure the safety and convenience of the traveling public.
12. Reimbursement to the Utility for utility service shall be made by billing the State in accordance with rates, accounting system, and billing procedure set forth by the appropriate regulatory body having jurisdiction in this matter.

13. No connection will be made to that part of the facility located on highway rights of way without approval of the State and /or Federal Highway Administration.
14. By signing this contract, the contracting parties affirm, for the duration of the 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 the agreement and shall be responsible for all damages resulting therefrom.
15. In compliance with Ala. Act No. 2023-409, by signing this AGREEMENT, UTILITY provides written verification that UTILITY, without violating controlling law or regulations, does not and will not, during the term of the AGREEMENT engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

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

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_  
Region Engineer

BY: \_\_\_\_\_  
Witness

RECOMMENDED FOR APPROVAL:

BY: \_\_\_\_\_  
Philip A. Shamburger  
Right of Way Bureau Chief

\_\_\_\_\_  
(Legal Name of Utility)

BY: \_\_\_\_\_  
(Signature)

THIS AGREEMENT HAS BEEN  
LEGALLY REVIEWED APPROVED AS  
TO FORM:

\_\_\_\_\_  
(Typed Name)

BY: \_\_\_\_\_  
LEGAL COUNSEL FOR ALABAMA  
DEPARTEMENT OF TRANSPORATION

\_\_\_\_\_  
(Typed Title)

STATE OF ALABAMA DEPARTMENT  
OF TRANSPORTATION ACTING BY  
AND THROUGH ITS  
TRANSPORTATION DIRECTOR

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

BY: \_\_\_\_\_  
John R. Cooper  
Transportation Director

The within and foregoing Agreement is hereby approved on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_  
Kay Ivey  
Governor  
State of Alabama