

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER
Construction _____

THIS AGREEMENT is entered into by and between the State of Alabama Department of Transportation acting by and through its Transportation Director, hereinafter referred to as the STATE, and _____ hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the STATE proposes a project of certain highway improvements in _____ County, Alabama, said project being designated as Project No. _____ and consisting approximately of the following: _____

_____ ; and

WHEREAS, the UTILITY is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of the project unless said facilities are relocated; and

WHEREAS, the Transportation Director has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the UTILITY to relocate same; and

WHEREAS, under the laws of Alabama, the UTILITY is required to relocate its facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans as approved by the STATE, so as to occasion the least possible interference with the progress of the project. The UTILITY will begin required relocation work within ____ days of their Notice to Proceed and expects the relocation work to require ____ days. The UTILITY'S plans and work completion schedule are transmitted herewith and made a part hereof by reference. The UTILITY will furnish the STATE a copy of its "as built" plans at the completion of the relocation.

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. The Utility Manual is hereby incorporated by reference herein as if fully set forth.

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. The manual is hereby incorporated by reference herein as if fully set forth.

4. Code of Federal Regulations, 23 C.F.R. Part 645 is hereby incorporated by reference herein as if fully set forth and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

5. 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.

6. 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.

7. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns responsible for the payment of damages to private property, public utilities or the general public, caused by the conduct, in accordance with Alabama and/or Federal law, of the UTILITY, its agents, servants, employees or facilities.

8. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

9. By entering into this agreement, the UTILITY is not an agent of the State, its officers, employees, agents or assigns. The UTILITY is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

10. The UTILITY will furnish the STATE, in writing, six (6) weeks prior to the State's project letting date, a time frame for beginning and ending the required relocation work.

11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the STATE 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this _____ day of _____ 20____.

RECOMMENDED FOR APPROVAL:

(Legal Name of Utility)

BY: _____
Region Engineer

WITNESS: _____
(Signature)

BY: _____
Philip A. Shamburger
Right of Way Bureau Chief

BY: _____
(Signature)

THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO
FORM.

(Typed or Printed Name)

BY: _____
LEGAL COUNSEL FOR ALABAMA
DEPARTMENT OF TRANSPORTATION

(Typed or Printed Title)

(Address)

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

(City, State, Zip Code)

BY: _____
John R. Cooper
Transportation Director

(Telephone)