

SUPPLEMENTAL AGREEMENT FOR UTILITY RELOCATION COST

THIS SUPPLEMENTAL 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 parties did enter into an Agreement effective the _____ day of _____, 20 for the relocation of a specific portion of the UTILITY'S facilities in conflict with the construction of the STATE'S Project No. _____ in _____ County, Alabama; and

WHEREAS, certain conditions encountered necessary to the construction of the project have caused an increase in the original estimated cost of relocation, the parties desire to enter into this Supplemental Agreement to cover an increase in estimated cost in the amount of \$ _____ as described in detail in Supplemental Estimate No. _____ transmitted herewith and made a part hereof by reference.

NOW, THEREFORE, the parties do hereby agree that the original Agreement be and the same is hereby amended by this Supplemental Agreement consisting of the above mentioned items and prices, and they do agree that the estimated cost contained in the original Agreement be increased in the amount of the increased estimated cost above set forth, and that this Supplemental Agreement be and is hereby made a part of the original Agreement to be performed under the terms and conditions thereof, and that said original Agreement is in full force and effect except insofar as it might be modified by this Supplemental Agreement.

The paragraphs set forth below are applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

In the event any Federal Funds are utilized for this work the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1. 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.

2. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by the Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of 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. When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

3. 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 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, agreement will be subject to termination.

4. The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CONSULTANT, or any other party (whether or not a party to the contract) pertaining to any matter resulting from the underlying contract. The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. 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

WITNESS:

 (Legal Name of Utility)

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

BY: _____
 (Signature and Title)

 (Typed Name)

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

 (Typed Title)

BY: _____
 LEGAL COUNSEL FOR ALABAMA
 DEPARTMENT OF TRANSPORTATION

 (Address)

 (Telephone)

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

 John R. Cooper
 Transportation Director

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20__.

 Kay Ivey
 GOVERNOR
 STATE OF ALABAMA