

AGREEMENT FOR PRELIMINARY ENGINEERING AND CONSTRUCTION**BETWEEN THE STATE OF ALABAMA
AND
BALDWIN COUNTY, ALABAMA****INSTALLATION OF STATE VETERANS MEMORIAL CEMETERY SIGNS
IN BALDWIN COUNTY**

THIS AGREEMENT is made and entered into by and between the State of Alabama, (acting by and through the Alabama Department of Transportation), hereinafter referred to as STATE; and BALDWIN COUNTY, Alabama, hereinafter referred to as COUNTY.

WHEREAS, the STATE and COUNTY desire to cooperate in the installation of four signs directing I-65 motorists to the State Veterans Memorial Cemetery in Baldwin County.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

- (1) This Agreement will cover funding of preliminary engineering and all aspects of construction for the proposed improvements, including construction engineering and inspection during the course of the work.
- (2) The STATE will perform or have performed all work under this Agreement in accordance with the laws of Alabama and the plans.
- (3) The Southwest Region office of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this Agreement and will be the point of contact for the COUNTY. The Southwest Region office of the Alabama Department of Transportation will also be responsible for approval and acceptance of the completed Project.
- (4) This Project will be financed on the basis of an estimated cost of \$39,978.00 with STATE participation not to exceed \$12,000.00.

	Total Estimated Cost	Estimated COUNTY	Estimated STATE
Preliminary Engineering and Construction (including Engineering and Inspection)	\$39,978.00	\$27,978.00	\$12,000.00
TOTAL	\$39,978.00	\$27,978.00	\$12,000.00

It is understood that the above is an estimate only; however, state funds shall not exceed \$12,000.00. In the event the final cost overruns the estimate, the COUNTY shall be responsible for the cost of the overruns. In the event the final cost underruns the estimate, the underrun amount shall go back into the Baldwin County SWA Fund.

- (5) The construction of the improvements will be by STATE forces.
- (6) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for the cost of maintenance and/or replacement of these signs.
- (7) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE.
- (8) The terms of this Agreement may be modified by supplement agreement duly executed by the parties hereto.
- (9) This Agreement will become null and void March 1, 2016, as to any work provided herein which has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The COUNTY agrees that the STATE may unilaterally extend the time of the agreement.
- (10) Nothing will be constructed under the terms of this Agreement by the STATE or the COUNTY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).
- (11) Exhibit N is attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials and person thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.



BALDWIN COUNTY, ALABAMA

BY: [Signature]
(Signature) Chairman,
Baldwin County Commission

Charles F. Gruber
Type name of Chairman,
Baldwin County Commission

[Signature]
County Clerk (Signature)

Ronald J. Cink
Type name of Clerk

9-15-2015
Date

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

[Signature]
Chief Counsel, Jim R. Ippolito, Jr.

10/5/15
Date

RECOMMENDED FOR APPROVAL:

[Signature]
Region Engineer, Vincent E. Calametti, P.E.

Sept. 21, 2015
Date

[Signature]
Maintenance Engineer, Stacey N. Glass, P.E.

10-6-2015
Date

[Signature]
Chief Engineer, Ronald L. Baldwin, P.E.

10-7-15
Date

STATE OF ALABAMA ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF
TRANSPORTATION

John R. Cooper _____ Date _____
Transportation Director, John R. Cooper

The foregoing Agreement is hereby approved by the Governor of the State of Alabama
This 13th day of October, 2015.

Robert Bentley
GOVERNOR OF ALABAMA, ROBERT BENTLEY

*Prof
M. H. H.*

Rev. 06/01/2012

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

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 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.

TERMINATION DUE TO INSUFFICIENT FUNDS:

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 the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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.