

RESOLUTION OF THE  
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION

**RESOLUTION NO. 18-004**

**RESOLUTION AUTHORIZING THE CHAIR TO ACT ON THE  
COMMISSION'S BEHALF TO ADOPT AN AGREEMENT WITH  
TUSCALOOSA COUNTY FOR REIMBURSEMENT OF COSTS FOR  
ADDITIONAL LANES ON SR 69 SOUTH**

**WHEREAS**, the Tuscaloosa County Road Improvement Commission (TCRIC) was presented with a potential project by ALDOT to add lanes along SR 69 South from Skyland Boulevard to the North end of Maxwell Loop Road at its November 27, 2017 meeting; and

**WHEREAS**, TCRIC authorized legal counsel to continue negotiations for the project for final consideration of partial funding at a subsequent meeting; and

**WHEREAS**, such work has been identified as a necessary improvement for traffic management prior to the letting of work at the intersection of SR 69 South and Skyland Boulevard; and

**WHEREAS**, work on SR-69 South was designated as a priority roadway under the TCRIC's enabling legislation; and

**WHEREAS**, subsequent to ALDOT's finalization of the project design, Tuscaloosa County (County) separately approved and entered into an agreement with ALDOT to fund \$700,000 of the project with all cost overruns to be borne by ALDOT (see County and ALDOT agreement attached hereto as Exhibit A); and

**WHEREAS**, project construction is currently underway and is estimated to cost \$2.4 million in total; and

**WHEREAS**, the County has asked the TCRIC to reimburse its \$700,000 expenditure for the project at the time of project completion, which is estimated to be June 2018; and

**WHEREAS**, the County agrees to provide documentation to the TCRIC of its \$700,000 expenditure to ALDOT for the completion of the project.

**NOW, THEREFORE, BE IT RESOLVED** by the Tuscaloosa County Road Improvement Commission, that the Chair be authorized to enter into an agreement with Tuscaloosa County to reimburse its \$700,00.00 pursuant to the details described above upon completion of the project and submission of the documentation outlined above.

**RESOLVED AND DONE** this 30<sup>th</sup> day of April, 2018

**Tuscaloosa County Road Improvement Commission**

**BY:**



Handwritten signature of Hardy McCollum in blue ink, written over a horizontal line.

**Hardy McCollum, Chair**

# **EXHIBIT A**



## ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of Local Transportation  
1409 Coliseum Blvd., Montgomery, Alabama 36110-2060  
Phone: (334) 242-6207 FAX: (334) 353-6530  
Internet: <http://www.dot.state.al.us>



Kay Ivey  
Governor

John R. Cooper  
Transportation Director

December 12, 2017

The Honorable W.H. McCollum  
Chair, Tuscaloosa County Commission  
Tuscaloosa, Alabama

Dear Sir:

RE: ST-063-069-012  
CPMS Ref #100067695  
Tuscaloosa County

Attached is a copy of the original invoice and original Agreement between the Alabama Department of Transportation and Tuscaloosa County covering the financing for the Right-of-Way acquisition on the above referenced project.

The State cannot process any reimbursement requests from the County until it receives the County's matching funds for this project. Also, it will be appreciated if you will have the Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,

D. E. Phillips, Jr., P.E.  
State County Transportation Engineer

DEP:MBH:lj

Attachment

cc: Mr. Clay McBrien  
Mr. Bill Flowers  
Mr. James D. Brown  
Mr. Scott Anders  
File

**PLEASE DO NOT EXECUTE AND  
RETURN THE FAXED COPY!!!**

DEC 15 2017

**INVOICE**  
**ALABAMA DEPARTMENT OF TRANSPORTATION**

Date: December 12, 2017

**Bill To:**           Honorable W.H. McCollum  
                  Chair, Tuscaloosa County Commission

**PLEASE NOTE:** Make Remittance Payable to:           Alabama Department of Transportation

                  Address Remittance to:                   D. E. Phillips, Jr., P.E.  
  State County Transportation Engineer  
  Alabama Department of Transportation  
  1409 Coliseum Blvd. Room D-101  
  Montgomery, AL 36110-2060

<p>Tuscaloosa County FEIN 63-6001719</p> <p>Construction Costs plus E&amp;I &amp; Indirect Cost for: the resurfacing and adding lanes on SR-69 from Maxwell Loop Road to SR-7 (US-11 / Skyland Boulevard). Length - 3.85 miles.</p> <p>ST-063-069-012, TCP 63-101-17 Less State Public Road and Bridge Funds County Funds Due</p>	<p>\$ 1,500,000.00 \$ 800,000.00  \$ 700,000.00</p>
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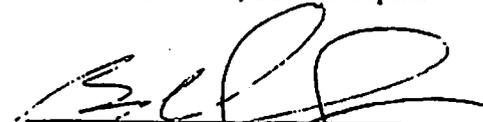
**COUNTY FUNDS DUE:** \_\_\_\_\_ \$ 700,000.00

See agreement dated: Pending

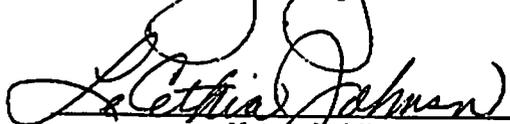
Authorized:           Pending

**STATE OF ALABAMA, MONTGOMERY COUNTY:** Personally appeared the undersigned  
and made oath in due form of law that the within account is correct, due and unpaid.

Sworn and subscribed to before me:

  
\_\_\_\_\_  
Claimant's Signature

December 12, 2017

  
\_\_\_\_\_  
Notary Public

AGREEMENT - ST

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and TUSCALOOSA COUNTY, ALABAMA (FEIN 63-6001719), party of the second part (hereinafter called the COUNTY):

WITNESSETH

copy

**WHEREAS**, the STATE and COUNTY desire to cooperate in the resurfacing and adding lanes on SR-69 from Maxwell Loop Road to SR-7 (US-11 / Skyland Boulevard). Length - 3.85 miles. Project #ST-063-069-012, TCP 63-101-17, CPMS Ref. #100067695.

**NOW THEREFORE**, it is mutually agreed between the STATE, the COUNTY, and the CITY as follows;

- A. The STATE will furnish all Right-of-Way for the project if required.
- B. The STATE will adjust and/or relocate all Utilities on the project without cost to the STATE.
- C. The STATE will make the survey, complete the plans and furnish all preliminary engineering for the project with STATE forces.
- D. If necessary, the STATE will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The STATE will be the permittee of record with ADEM for the permit. The STATE and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit.
- E. The STATE will furnish all construction engineering for the project with STATE forces not to exceed 15%, without prior approval by the State, as a part of the project cost.
- F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- G. The STATE will not be liable for Federal Aid funds in any amount. The estimated cost of the project is \$1,500,000.00 with the STATE share of \$800,000.00 (53.33%); and the COUNTY share of \$700,000.00 (46.67%). Any deficiency in State funds, or overrun in construction costs will be borne by the STATE from State Public Road and Bridge funds.

H. The estimated cost of this project shall be provided for from funds outlined below:

State Public Road and Bridge Funds	\$ 800,000.00
COUNTY Funds	700,000.00
Total Cost (Incl. E&I and Indirect Cost)	<u>\$1,500,000.00</u>

I. The STATE will perform or have performed all work under this Agreement in accordance with the Laws of the State of Alabama and the Guidelines for Operation for *Procedures for Processing State and Industrial Access Funded County and City Projects*, dated February 14, 2001.

J. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

K. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

L. The STATE will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

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

N. 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.

O. Exhibit N is attached hereto as a part hereof.

P. Upon completion and acceptance of this project, the STATE will maintain the project in accordance with the Department's County Road Maintenance Certification Policy.

Q. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

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

SEAL

ATTEST:

TUSCALOOSA COUNTY, ALABAMA

M. L. Vines  
Clerk (Signature)

BY: W. Hardy McCallum  
(Signature) Chairman  
Tuscaloosa County Commission

Melvin L. Vines  
Type Name of Clerk

W. Hardy McCallum  
Type Name of Chairman

RECOMMENDED

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

\_\_\_\_\_  
State Local Transportation Engineer  
D. E. Phillips, Jr., P.E.

\_\_\_\_\_  
Chief Engineer  
Don T. Arkle, P.E.

This agreement has been legally reviewed  
and approved as to form and content:

BY: \_\_\_\_\_  
William F. Patty, Chief Counsel  
Alabama Department of Transportation

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

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE      DAY  
OF      , 20 .

\_\_\_\_\_  
**GOVERNOR OF ALABAMA**  
**KAY IVEY**

RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by the County Commission of Tuscaloosa County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

The resurfacing and adding lanes on SR-69 from Maxwell Loop Road to SR-7 (US-11 / Skyland Boulevard). Length - 3.85 miles. Project #ST-063-069-012, TCP 63-101-17, CPMS Ref. #100067695;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 29<sup>th</sup> day of November, 2017.

ATTESTED:

M. R. Jones  
County Clerk

W. J. McClellan  
Chairman, County Commission

I, the undersigned qualified and acting clerk of Tuscaloosa County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

29<sup>th</sup> day of November, 2017, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

18<sup>th</sup> day of December, 2017.

M. R. Jones  
County Clerk

SEAL

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.

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.

**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 the 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.

**NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS**

The STATE and COUNTY 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, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY 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.

**STATE OF ALABAMA  
DEPARTMENT OF TRANSPORTATION  
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL  
ACCESS FUNDED COUNTY AND CITY PROJECTS**

**No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Division and notification from the Division that advertisement for bids can be made, or, in the case of negotiated projects, work can begin.**

**A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Division will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.**

**The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Division to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.**

**Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Division may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a negotiated project.**

**For negotiated projects, the Division will prepare a cost estimate following normal estimating procedures; then reduce each computer generated unit cost by 10%. This will be the amount used by the County/City on their estimate for reimbursement. In the case where a County/City is using an in-place annual bid, the County will furnish the Division a copy of their bid and this bid price will be used for reimbursement.**

Where the County/City is letting a contract locally, the County/City will furnish to the Division the three lowest bids with their recommendation for award. The Division will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Division when the project is complete and the Division will perform a final ride-through to determine whether the project was completed in substantial compliance with the original final plans. Final acceptance will be made by the Division with a copy of the letter furnished to the Bureau of County Transportation.

All required test reports, weight tickets, materials receipts, and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:

John A. Couson  
BUREAU CHIEF/DIVISION ENGINEER

APPROVAL:

Ray W. Bass  
CHIEF ENGINEER

APPROVAL:

[Signature]  
TRANSPORTATION DIRECTOR

2/14/01  
DATE