

RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMISSION

RESOLUTION NO. 20-013

**RESOLUTION AUTHORIZING UTILITY REIMBURSEMENT AGREEMENTS
AND EXPENDITURES WITH THE ALABAMA DEPARTMENT OF
TRANSPORTATION, ALABAMA POWER COMPANY AND CITY OF
TUSCALOOSA FOR RELOCATION COSTS ON SR-69 SOUTH AT SR-7**

WHEREAS, the Tuscaloosa County Road Improvement Commission (TCRIC) has entered into a funding agreement with the State of Alabama Department of Transportation (ALDOT) that allows for certain reimbursements by and between these parties, and specifically for utility relocation expenditures related to improvements to SR-69S at SR-7 from just North of Plantation Road to just south of the I-20/59 interchange (“Project”); and

WHEREAS, Alabama Power Company and the City of Tuscaloosa have utilities that must be relocated as part of the Project; and

WHEREAS, TCRIC must enter into reimbursement agreements with ALDOT, Alabama Power Company, and the City of Tuscaloosa for utility relocation expenses incurred as part of the Project; and

WHEREAS, Alabama Power Company (transmission and distribution) and the City of Tuscaloosa have provided documentation of prior expenditures and total estimated relocation costs to be incurred; and

WHEREAS, ALDOT has provided documentation of its prior expenditures to the City of Tuscaloosa related to these costs; and

WHEREAS, requests for payment from ALDOT, Alabama Power Company, and the City of Tuscaloosa have also been made to TCRIC in the following amounts:

ALDOT: Reimbursement for invoices paid to the City of Tuscaloosa to date

(Exhibit A).....\$186,166.31

City of Tuscaloosa: (Exhibit B)¹\$38,112.23²

Alabama Power Company (Transmission) (Exhibit C)\$903,467.00³

Alabama Power Company (Distribution) (Exhibit D)\$580,486.00⁴

and

WHEREAS, this project is identified as Project #1 in the TCRIC-ALDOT agreement; and

WHEREAS, TCRIC has expended \$0 of the \$4,400,000 currently authorized by the TCRIC budget in FY 2020 for the above-described project.

NOW, THEREFORE, BE IT RESOLVED, the TCRIC authorizes its Chairman to enter into reimbursement agreements attached hereto with ALDOT, Alabama Power Company, and the City of Tuscaloosa¹ for the purposes outlined in this Resolution; and

BE IT FURTHER RESOLVED by the Tuscaloosa County Road Improvement Commission, that amounts itemized herein be paid to the Alabama Department of

¹ City of Tuscaloosa's entire estimated reimbursable cost is \$5,588,280.30 (less \$224,278.54 in invoices included herein). The proposed agreement attached as part of Exhibit B is still under review by the City; payment and signature authorization is contingent on the City's approval of the agreement under substantially the same terms.

² The underlying invoices that total \$38,112.23 were previously submitted to ALDOT for reimbursement, but no reimbursement has been received by ALDOT. The underlying invoices have been provided to TCRIC.

³ Estimated cost required to be paid up front; Agreement contemplates TCRIC liability for actual cost.

⁴ Actual cost; no obligation for further payment.

Transportation, Alabama Power Company, and City of Tuscaloosa as part of the TCRIC's cost-sharing obligation for the Project.

RESOLVED AND DONE this 31st day of August, 2020

Tuscaloosa County Road Improvement Commission

BY: 
Judge Ward D. Robertson, III, Chairman

EXHIBIT A
to TCRIC Res. 20-013
ALDOT reimbursement request and proposed agreement



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

West Central Region Office
OFFICE OF THE REGION ENGINEER
204 Marina Drive, Suite 100
Tuscaloosa, AL 35406
Telephone: 205-562-3099
Fax: 205-349-3487



John R. Cooper
Transportation Director

August 20, 2020

Judge Ward D. Robertson
Tuscaloosa County Road Improvement Commission
P.O. Box 2906
Tuscaloosa, Alabama 35403

Re: Project: No.TRC-ST-063-999-030
SR-69 Intersection Improvements at SR-7 (US-11, Skyland Blvd.)
Tuscaloosa County

Dear Judge Robertson:

In furtherance of the agreements before the TCRIC regarding utility reimbursements on the project at SR-69 South, attached to this letter are the invoices received from the City of Tuscaloosa to ALDOT to date for utilities. \$186,166.31 has been reimbursed to the City to date for Invoices 1-10, leaving \$38,112.23 outstanding for Invoices 11-20. These amounts have been confirmed with ALDOT's financial records.

If additional information is needed, please contact this office at (205) 554-3246.

Sincerely,

James D. Brown, P.E.
West Central Region Engineer


James R. Milligan
West Central Region Utilities Manager

JDB/JRM

**AGREEMENT FOR REIMBURSEMENT OF
UTILITY RIGHT-OF-WAY ACQUISITION AND RELOCATION COSTS TO THE
ALABAMA DEPARTMENT OF TRANSPORTATION
AND THE TUSCALOOSA COUNTY
ROAD IMPROVEMENT COMMISSION**

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 the Tuscaloosa County Road Improvement Commission in Tuscaloosa, Alabama, hereinafter referred to as “COMMISSION”; and

WHEREAS, the STATE and COMMISSION previously entered into an amended cost sharing agreement on April 23, 2019 (attached as Exhibit “A” and referred to herein as the “Amended Agreement.”), regarding funding for preliminary design engineering, construction engineering and inspection services, right-of-way acquisition, utility relocation, and construction for various identified projects located within Tuscaloosa County, Alabama; and,

WHEREAS, the STATE and COMMISSION now desire to further clarify the shared funding obligations regarding utility right-of-way acquisition and relocation pursuant to the Amended Agreement and specific to the Highway 69 South Project listed as Project I in the original ALDOT-TCRIC cost sharing agreement executed in 2016.

W-1-T-N-E-S-S-E-T-H

This Agreement is to facilitate reimbursement payments to STATE from COMMISSION pursuant to the attached Amended Agreement and to also confirm the processing of requests for reimbursements from those utilities that will incur reimbursable costs and expenditures as previously identified by STATE.

This Agreement has been made necessary due to the determination by STATE that it may not directly reimburse these utilities under the laws of Alabama and that COMMISSION shall be required to enter into SAHD No. 1 agreements with both Alabama Power Company (distribution and transmission) and the City of Tuscaloosa in order for these utilities to be reimbursed for approved utility relocation costs and expenditures as shown are the attached Exhibits B, C, and D. This agreement is further required to provide for the payment by COMMISSION to STATE for reimbursement of roughly \$187,000 costs and expenditures it has incurred to date (prior to the determination made which required the change in this reimbursement process.)

SECTION ONE. In regards to the Amended Agreement Project I, described as SR-69 South from Plantation Road to I-59, STATE agrees that ALDOT's West Central Regional Office shall review for approval of content and project compliance all requests from the utilities identified by this Agreement that may seek utility relocation reimbursements. The identified utilities shall make such reimbursement requests on forms approved by STATE (normally used when reimbursements would be submitted for payment by STATE.) Once reviewed and approved, the West Central Regional Office will provide the approved reimbursement submission to COMMISSION for processing and payment pursuant to its agreements with each utility. STATE and COMMISSION agree that no reimbursements to utilities shall be paid without this prior review and approval by the West Central Regional Office.

SECTION TWO. COMMISSION has received notice from STATE regarding utility relocation costs and expenditures it has incurred prior to the determination that utility reimbursements for this project could only be made directly by COMMISSION pursuant to state law. STATE agrees to submit proof of payment for these expenditures, together with a letter

requesting payment for the same, and COMMISSION agrees to reimburse STATE directly for the same, once approved by the COMMISSION.

SECTION THREE. All other terms and conditions of the Amended Agreement attached hereto as Exhibit "A" remain unchanged and in full force.

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

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SIGNATURES APPEAR ON NEXT PAGE]

TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION

_____, Chairman

Approved as to form:



Alyse M. Spruell, TCRIC Legal Counsel

William F. Patty, Chief Counsel for ALDOT

Recommended for Approval:

James D. Brown, PE
West Central Region Engineer

Bradley B. Lindsey, PE
Acting State Local Transportation Engineer

Don T. Arkle, PE
Chief Engineer

Approved:

STATE OF ALABAMA, Acting by and through
the Alabama Department of Transportation,

By: _____
John R. Cooper
Transportation Director

The foregoing agreement is hereby approved by the Governor of the State of Alabama this the
_____ day of _____, 2020.

Kay Ivey
Governor of Alabama

**AGREEMENT FOR REIMBURSEMENT OF
UTILITY RIGHT-OF-WAY ACQUISITION AND RELOCATION COSTS TO THE
ALABAMA DEPARTMENT OF TRANSPORTATION
AND THE TUSCALOOSA COUNTY
ROAD IMPROVEMENT COMMISSION**

Exhibit A

**AMENDMENT TO AGREEMENT FOR PRELIMINARY ENGINEERING,
RIGHT-OF-WAY ACQUISITION, UTILITY AND CONSTRUCTION BETWEEN
THE STATE OF ALABAMA AND THE TUSCALOOSA COUNTY
ROAD IMPROVEMENT COMMISSION**

THIS AMENDMENT TO 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 the Tuscaloosa County Road Improvement Commission in Tuscaloosa, Alabama, hereinafter referred to as "COMMISSION"; and

WHEREAS, the STATE and COMMISSION previously entered into a cost sharing agreement (attached as Exhibit "A" and referred to herein as the "Agreement."), regarding funding for preliminary design engineering, construction engineering and inspection services, right-of-way acquisition, utility relocation, and construction for various identified projects located within Tuscaloosa County, Alabama; and,

WHEREAS, the STATE and COMMISSION now desire to further clarify shared funding obligations and approximate project timelines pursuant to the Agreement and specific to the Highway 69 South Project listed as Project I in the Agreement.

W-I-T-N-E-S-S-E-T-H

This Amendment is made and entered by and between the State of Alabama (STATE), acting by and through the Alabama Department of Transportation and the Tuscaloosa County Road Improvement Commission (COMMISSION) in Tuscaloosa, Alabama on this the 25th day of March 2019.

SECTION ONE. In regards to Agreement Project I, described as SR-69 South from Plantation Road to I-59, the STATE and COMMISSION agree as follows:

1. The total funding split for this project cost shall be sixty-two percent (62%) STATE and thirty-eight percent (38%) COMMISSION.

2. That STATE has funded and will continue to fund the preliminary engineering portion of this project; however, both parties agree and recognize that COMMISSION has paid STATE the sum of \$900,000 (Nine Hundred Thousand Dollars and No Cents) in FY 2017 as a contribution toward preliminary engineering Project I expenses.

The parties acknowledge that this project was submitted to the Value Engineering (VE) process in June of 2018, and that COMMISSION has agreed to reimburse STATE all costs related to that process, said costs to be invoiced by STATE and paid by COMMISSION during the right-of-way payment process for Project I. (The VE costs were approximately \$35,000 (Thirty-Five Thousand Dollars and No Cents) as of September 30, 2018.) Payment for the VE process expenses shall be credited towards the COMMISSION's Project I funding obligations

3. That right-of-way acquisition will be commenced by STATE immediately upon execution of this Amendment, to be funded exclusively by the COMMISSION and credited towards the COMMISSION'S Project I funding obligation. STATE agrees to invoice COMMISSION incrementally as funds are needed for right-of-way acquisition and

COMMISSION agrees to provide funds within thirty (30) days of each invoice. COMMISSION acknowledges receipt of the initial invoice from STATE for Project I right-of-way acquisition in the amount of \$750,000 (Seven Hundred Fifty Thousand Dollars and No Cents), attached to this Agreement as Exhibit B, and COMMISSION agrees to pay such invoice to STATE within ten (10) days of the execution of this Agreement.

STATE agrees to timely provide COMMISSION with right-of-way acquisition cost itemization for all right-of-way needed for Project I, and further, that it will identify ALDOT internal costs and expenses included in each invoice submitted to COMMISSION for payment.

4. That utility right-of-way acquisition and utility relocation will be commenced as soon as practicably possible to expedite the Project I letting process as described herein. All Project I utility right-of-way and relocation costs will be funded exclusively by the COMMISSION and credited towards the COMMISSION's Project I funding obligations. STATE shall invoice COMMISSION incrementally as funds are needed for this portion of the Project and COMMISSION commits to provide payment to STATE within thirty (30) days after receiving such invoice.

STATE agrees to timely provide COMMISSION with utility right-of-way acquisition cost itemization for all utility right-of-way needed, and further, that it will identify all ALDOT internal costs and expenses included in each invoice submitted to COMMISSION for payment.

STATE agrees to timely provide COMMISSION with all information related to expenses and costs for utility relocation for Project I, and further, that it will identify all ALDOT internal costs and expenses included for the same.

5. That it is further provided that any actual expenditures by the COMMISSION and STATE occurring prior to the date of this Amendment and related to Project I shall be credited to such entity in accordance with this Amendment. The parties agree to document and share all such expenditures as provided in the Agreement.

6. That prior to construction letting, and as part of STATE'S pre-construction letting process, STATE will provide COMMISSION with its Project I bid letting estimate evaluations, with such information to be held confidentially by COMMISSION.

7. That it shall be the intent of the parties that the construction of this project shall be let for bids no later than STATE'S fiscal year 2020 or otherwise as soon as reasonably possible.

8. That the COMMISSION shall commit or otherwise dedicate all local funds required to be dedicated by STATE to Project I by the COMMISSION prior to the end of the STATE'S fiscal year 2019. STATE agrees to provide an itemization of the funds required to be committed by COMMISSION at least ninety (90) days prior to September 30, 2019 deadline.

9. That it shall be the general intent of the STATE and the COMMISSION that additional funding provided by the STATE pursuant to the Agreement shall be substantially directed to the US-82 projects identified in the Agreement, unless further amended by the STATE and COMMISSION in writing, and that the US-82 projects as contemplated pursuant to the Agreement shall proceed to letting as soon as reasonably possible.

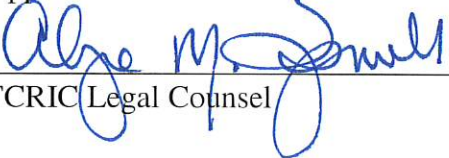
SECTION TWO. The total funding split between the STATE and COMMISSION for Project 1 as provided for in this Amendment shall not change the total funding obligations of the parties under the original Agreement.

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

TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION

BY: _____, Chairman

Approved as to Form:



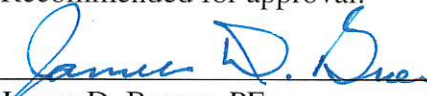
TCRIC Legal Counsel

Approved as to Form:



ALDOT Chief Counsel

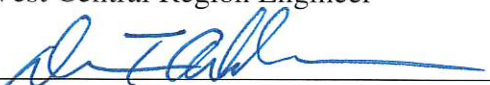
Recommended for approval:



James D. Brown, PE
West Central Region Engineer




Ed Phillips, PE
Local Transportation Engineer



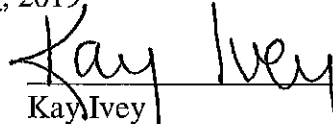
Don T. Arkle, PE
Chief Engineer

STATE OF ALABAMA, Acting by and through the Alabama Department of Transportation,

By: 

John R. Cooper
Transportation Director

The foregoing agreement is hereby approved by the Governor of the State of Alabama
this the 23 day of April, 2019



Kay Ivey
Governor of Alabama

EXHIBIT B
to TCRIC Res. 20-013
City of Tuscaloosa reimbursement request and proposed
agreement

Utility Relocation
ALDOT Project No. TRC-ST-063-999-030
SR-69 Intersection Improvements at SR-7 (US-11, Skyland Blvd.)
IPS Project 2017.015.001, City of Tuscaloosa, Alabama

Preliminary Engineer's Opinion of Estimated Construction Costs
November 2019

Item	Estimated Quantity	Unit	Item Description	Estimated Unit Cost	Estimated Total Cost
1	1.0	LS	Mobilization	\$ 200,000.00	\$ 200,000.00
2	1.0	LS	Wastewater Flow Control	\$ 250,000.00	\$ 250,000.00
3	4.0	Each	Cap and Abandon 8 Inch Water Main	\$ 1,500.00	\$ 6,000.00
4	4.0	Each	Cap and Abandon 12 Inch Water Main	\$ 2,000.00	\$ 8,000.00
5	4.0	Each	Cap and Abandon 16 Inch Water Main	\$ 3,000.00	\$ 12,000.00
6	2.0	Each	Cap and Abandon 20 Inch Water Main	\$ 4,000.00	\$ 8,000.00
7	4.0	Each	Plug Line in Existing Sewer Manhole	\$ 2,500.00	\$ 10,000.00
8	200.0	SY	Special Filter Blanket, Geotextile (stabilization mat, must be preapproved by Engineer)	\$ 15.00	\$ 3,000.00
9	300.0	CYIP	Cement Mortar Flowable Backfill	\$ 250.00	\$ 75,000.00
10	500.0	CYIP	Coarse Aggregate, Section 801, For Miscellaneous Use (Trench Foundation Material, preapproved by Engineer)	\$ 35.00	\$ 17,500.00
11	1,300.0	SY	Crushed Aggregate Base Course, Type B, Plant Mixed, 6" Compacted Thickness	\$ 8.50	\$ 11,050.00
12	11,300.0	SY	Planing Existing Pavement (Thickness Varies)	\$ 4.00	\$ 45,200.00
13	1,300.0	SY	Asphalt Patching for Sewer (300lbs/SY)	\$ 35.00	\$ 45,500.00
14	11,300.0	SY	Asphalt Wearing Surface (110lbs/SY)	\$ 7.50	\$ 84,750.00
15	800.0	SY	Plain Cement Concrete Pavement, 6 Inches Thick	\$ 54.00	\$ 43,200.00
16	90.0	CYIP	Concrete w/ Reinforcement for Flume Repair	\$ 85.00	\$ 7,650.00
17	12.0	Each	Abandon Sewer Manhole and Fill with Stone	\$ 1,000.00	\$ 12,000.00
18	11.0	Each	Abandon Gate Valve and Remove Valve Box	\$ 150.00	\$ 1,650.00
19	1,520.0	LF	Concrete Curb Replacement	\$ 55.00	\$ 83,600.00
20	200.0	LF	Temporary 4 Inch PVC Water Main Laid	\$ 20.00	\$ 4,000.00
21	40.0	LF	4 Inch Ductile Iron Water Main Laid (CL52)	\$ 40.00	\$ 1,600.00
22	40.0	LF	6 Inch Ductile Iron Water Main Laid (CL52)	\$ 50.00	\$ 2,000.00
23	120.0	LF	8 Inch Ductile Iron Water Main Laid (CL52)	\$ 75.00	\$ 9,000.00
24	540.0	LF	12 Inch Ductile Iron Water Main Laid (CL50)	\$ 100.00	\$ 54,000.00
25	200.0	LF	12 Inch Ductile Iron Restrained Joint Water Main (Carrier Pipe)	\$ 120.00	\$ 24,000.00
26	60.0	LF	12 Inch Ductile Iron Water Main Laid (Restrained Joint - DISJ w/Fastgrip Gaskets) (Wet Ditch Crossing)	\$ 125.00	\$ 7,500.00
27	120.0	LF	16 Inch Ductile Iron Water Main Laid (CL50)	\$ 135.00	\$ 16,200.00
28	40.0	LF	20 Inch Ductile Iron Water Main Laid (CL50)	\$ 150.00	\$ 6,000.00
29	2,180.0	LF	24 Inch Ductile Iron Water Main Laid (CL50)	\$ 180.00	\$ 392,400.00
30	80.0	LF	24 Inch Ductile Iron Restrained Joint Water Main (Carrier Pipe)	\$ 200.00	\$ 16,000.00
31	100.0	LF	24 Inch Ductile Iron Water Main Laid (Restrained Joint - DISJ w/Fastgrip Gaskets) (Wet Ditch Crossing)	\$ 200.00	\$ 20,000.00
32	20.0	LF	36 Inch Steel Encasement Pipe, Type 1 Installation (Water Main)	\$ 350.00	\$ 7,000.00
33	60.0	LF	48 Inch Steel Encasement Pipe, Type 2 Installation (Water Main)	\$ 600.00	\$ 36,000.00
34	35,500.0	LB	Ductile Iron Fittings	\$ 11.00	\$ 390,500.00
35	2.0	Each	Fire Hydrant Assembly	\$ 3,500.00	\$ 7,000.00
36	2.0	Each	6 Inch Gate Valve With Box	\$ 1,200.00	\$ 2,400.00
37	4.0	Each	8 Inch Gate Valve With Box	\$ 1,500.00	\$ 6,000.00
38	16.0	Each	12 Inch Gate Valve With Box	\$ 2,400.00	\$ 38,400.00
39	4.0	Each	16 Inch Gate Valve With Box	\$ 8,000.00	\$ 32,000.00
40	4.0	Each	20 Inch Gate Valve With Box	\$ 22,750.00	\$ 91,000.00
41	4.0	Each	24 Inch Gate Valve With Box	\$ 26,750.00	\$ 107,000.00
42	2.0	Each	8 Inch Blow-Off Assembly	\$ 2,000.00	\$ 4,000.00
43	225.0	CUYD	Concrete for Water Mains (Thrust Blocks)	\$ 150.00	\$ 33,750.00

Utility Relocation
ALDOT Project No. TRC-ST-063-999-030
SR-69 Intersection Improvements at SR-7 (US-11, Skyland Blvd.)
IPS Project 2017.015.001, City of Tuscaloosa, Alabama

Preliminary Engineer's Opinion of Estimated Construction Costs
November 2019

Item	Estimated Quantity	Unit	Item Description	Estimated Unit Cost	Estimated Total Cost
44	1.0	Each	16 Inch Line Stop	\$ 20,000.00	\$ 20,000.00
45	2.0	Each	4 Inch x 4 Inch Tapping Valve And Sleeve	\$ 3,500.00	\$ 7,000.00
46	2.0	Each	8 Inch x 4 Inch Tapping Valve And Sleeve	\$ 4,500.00	\$ 9,000.00
47	1.0	Each	16 Inch x 16 Inch Tapping Valve And Sleeve	\$ 18,850.00	\$ 18,850.00
48	20.0	Each	Connection to Existing Water System	\$ 3,000.00	\$ 60,000.00
49	520.0	LF	8 Inch P.V.C. Gravity Sewer Main (0-6' Deep)(SDR26)	\$ 100.00	\$ 52,000.00
50	460.0	LF	8 Inch P.V.C. Gravity Sewer Main (6-12' Deep)(SDR26)	\$ 130.00	\$ 59,800.00
51	140.0	LF	8 Inch P.V.C. Gravity Sewer Main (6-12' Deep)(SDR21)	\$ 150.00	\$ 21,000.00
52	400.0	LF	8 Inch P.V.C. Gravity Sewer Main (12-20' Deep)(SDR21)	\$ 230.00	\$ 92,000.00
53	540.0	LF	8 Inch Ductile Iron Gravity Sewer Gravity Main (Restrained Joint - DISJ w/Fast Grip Gaskets) (Epoxy Lined) (Carrier Pipe)	\$ 120.00	\$ 64,800.00
54	500.0	LF	12 Inch P.V.C. Gravity Sewer Main (all depths)(SDR26)	\$ 120.00	\$ 60,000.00
55	80.0	LF	12 Inch Ductile Iron Gravity Sewer Main Carrier Pipe (Epoxy Lined)(DISJ w/ Fast Grip Gaskets)	\$ 150.00	\$ 12,000.00
56	1,180.0	LF	24 Inch Ductile Iron Gravity Sewer Main (Epoxy Lined) (all depths) (CL350)	\$ 620.00	\$ 731,600.00
57	400.0	LF	24 Inch Ductile Iron Gravity Sewer Gravity Main (Restrained - Flex Ring) (Epoxy Lined)(Carrier Pipe)	\$ 370.00	\$ 148,000.00
58	100.0	LF	4 Inch P.V.C. Stacks And Laterals	\$ 27.00	\$ 2,700.00
59	4.0	Each	4 Inch Sanitary Sewer Lateral Cleanout	\$ 350.00	\$ 1,400.00
60	29.0	Each	Manhole Ring and Cover	\$ 600.00	\$ 17,400.00
61	250.0	VLF	48" Diameter Precast Sewer Manhole	\$ 700.00	\$ 175,000.00
62	120.0	VLF	60" Diameter Precast Sewer Manhole	\$ 800.00	\$ 96,000.00
63	6.0	Each	Concrete Manhole Spread Footing / Base Flange	\$ 2,000.00	\$ 12,000.00
64	36.0	VLF	8" Memphis Tee Connection Riser	\$ 1,500.00	\$ 54,000.00
65	1.0	LS	12 Inch Swing Check Valve and Misc. Fittings	\$ 7,500.00	\$ 7,500.00
66	1.0	LS	12 Inch Electromagnetic Flowmeter, Pre-cast Concrete Vault, and Misc. Fittings	\$ 25,000.00	\$ 25,000.00
67	6.0	Each	24 Inch DIMJ Wye w/ Plug (Pigging Entry / Exit Point)	\$ 4,500.00	\$ 27,000.00
68	30.0	LF	24 Inch Steel Encasement Pipe, Type 1 Installation (Sanitary Sewer)	\$ 175.00	\$ 5,250.00
69	370.0	LF	16 Inch Steel Encasement Pipe, Type 2 Installation (Sanitary Sewer)	\$ 240.00	\$ 88,800.00
70	120.0	LF	16 Inch Steel Encasement Pipe, Aerial Installation (Sanitary Sewer)	\$ 300.00	\$ 36,000.00
71	360.0	LF	36 Inch Steel Encasement Pipe, Type 2 Installation (Sanitary Sewer)	\$ 832.50	\$ 299,700.00
72	4.0	Each	Aerial Sewer Pier	\$ 10,000.00	\$ 40,000.00
73	52.0	LF	60" Corrugated Metal Pipe (CMP) (Storm Sewer)	\$ 200.00	\$ 10,400.00
74	2.0	Each	Concrete Collar Connection	\$ 8,000.00	\$ 16,000.00
75	5.0	Each	Nuttall Oak (Quercus Nuttallii) 3-4" Caliber	\$ 600.00	\$ 3,000.00
76	115.0	Each	Compact Andorra Juniper (Juniperus Horizontalis "Plumosa") 3 Gallon	\$ 50.00	\$ 5,750.00
77	400.0	SY	Replace Existing Landscaping Mulch (Match Existing, Min. 3 Inch Depth)	\$ 4.00	\$ 1,600.00
78	100.0	SY	Replace Existing River Rock (Match Existing, Min. 4 Inch Depth)	\$ 40.00	\$ 4,000.00
79	2.0	Each	Asphalt Speed Bump (The Grand Apartments)	\$ 500.00	\$ 1,000.00
80	2.0	Each	Gate Vehicle Loop Detector(The Grand Apartments)	\$ 2,500.00	\$ 5,000.00
81	2,100.0	LF	Parking Stripe	\$ 1.00	\$ 2,100.00
82	190.0	SF	Traffic Control Markings	\$ 7.00	\$ 1,330.00

Utility Relocation
ALDOT Project No. TRC-ST-063-999-030
SR-69 Intersection Improvements at SR-7 (US-11, Skyland Blvd.)
IPS Project 2017.015.001, City of Tuscaloosa, Alabama

Preliminary Engineer's Opinion of Estimated Construction Costs
November 2019

Item	Estimated Quantity	Unit	Item Description	Estimated Unit Cost	Estimated Total Cost
83	1.0	LS	Temporary Stream Diversion (Cypress Creek)	\$ 40,000.00	\$ 40,000.00
84	1.0	LS	Temporary Stream Diversion (Rum Creek)	\$ 40,000.00	\$ 40,000.00
85	1.0	LS	Temporary Erosion Control	\$ 15,000.00	\$ 15,000.00
86	2.0	Acre	Permanent Seeding	\$ 1,500.00	\$ 3,000.00
87	6,500.0	SY	Solid Sodding (Match Existing)	\$ 6.00	\$ 39,000.00
88	2.0	Acre	Mulching for Permanent Seeding	\$ 1,500.00	\$ 3,000.00
89	2.0	Acre	Temporary Seeding	\$ 1,000.00	\$ 2,000.00
90	2.0	Acre	Temporary Mulching	\$ 1,000.00	\$ 2,000.00
91	250.0	Ton	Class 2 Rip Rap with Filter Fabric	\$ 55.00	\$ 13,750.00
92	1,000.0	Each	Hay Bales	\$ 8.00	\$ 8,000.00
93	4,000.0	LF	Type "A" Silt Fence	\$ 4.00	\$ 16,000.00
94	1,800.0	LF	Wattle	\$ 6.00	\$ 10,800.00
95	1.0	LS	Traffic Control	\$ 15,000.00	\$ 15,000.00
Total Estimated Construction Cost					\$ 4,733,380.00

Sewer Relocation (Betterment)					
Sewer - 48" Casing in lieu of 36" Highway 69 South Crossing at Skyland					
71	360.0	LF	48 Inch Steel Encasement Pipe, Type 2 Installation	\$ 1,000.00	\$ 360,000.00
	(360.0)	LF	36 Inch Steel Encasement Pipe, Type 2 Installation	\$ 832.50	\$ (299,700.00)
Total Estimated Betterment Construction Costs					\$ 60,300.00
TOTAL ESTIMATED CONSTRUCTION COST					\$4,793,680.00
Utility Pro Rata Percentage					1.26%
State Pro Rata Percentage					98.74%
Engineering Fees (As per Approved Utility Consultant Agreement) :					
Phase I - Concept Design & Utility Agreement				\$	109,708.20
Phase II - Contract Documents, Plans, Specifications & Estimates, Contract Award				\$	214,845.23
Phase III - Construction, Engineering, Inspection, & As-Built Drawings				\$	159,991.13
TOTAL ESTIMATED ENGINEERING COST					\$484,544.56
ROW Acquisition Costs:					
Total Estimated Easement Purchase Costs				\$	338,261.00
Costs for Appraisal				\$	36,400.00
Recording Cost (9 x \$100)				\$	900.00
Deed Cost (9 x \$100)				\$	900.00
TOTAL ESTIMATED ROW (EASEMENT) ACQUISITION COST					\$376,461.00
TOTAL ESTIMATED PROJECT COST					\$5,654,685.56
Estimated City Share Cost					\$66,405.26
Estimated ALDOT Share Cost (Including ROW)					\$5,588,280.30
Utility Pro Rata Percentage (SAHD No2)					1.17%
State Pro Rata Percentage (SAHD No2)					98.83%

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

PROJECT NUMBER

____ Private Right-of-Way

Utilities _____

☒ Public Right-of-Way

Construction ALDOT # TRC-ST-063-999-030

THIS AGREEMENT is entered into by and between the Tuscaloosa Road Improvement Commission (TCRIC), in concert with the Alabama Department of Transportation (ALDOT) pursuant to a joint cost sharing agreement for the project identified herein, and the City of Tuscaloosa, hereinafter referred to as the UTILITY.

WITNESSETH:

WHEREAS, the ALDOT proposes a project of certain highway improvements in Tuscaloosa
County, Alabama, said project being designated as Project No. TRC-ST-063-999-030

and consisting approximately of the following: relocate 3540 LF water main (4"-24"), 36 EA Gate Valves, 5 EA Tap Valve/Sleeve, 1 EA-16" Line Stop, 4200 LF sewer main (8"-24"), 29 EA Manholes, 12" Mag Meter, 490 LF 16" Steel Encasement, 30 LF-24" Steel bore crossing Rum Creek, 350 LF 16" steel encasement for US-11 bore, and 160 LF 20" Encasement, 420 LF-48" Steel Encasement, and associated fittings, pavement, and landscaping.

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

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

WHEREAS, pursuant to the ALDOT-TCRIC costs sharing agreement for this project, TCRIC shall reimburse the Utility for all allowable costs and expenditures submitted to, and approved by, the ALDOT West Central Region Offices.

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 and specifications as approved by ALDOT, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The estimated cost for Engineering required by the relocation of utility facilities will be included in the total estimated cost of relocation set forth hereafter in this Agreement, and will be divided into three (3) phases: (a) Phase I - Concept; (b) Phase II - Design; and (c) Phase III - Construction. Each Phase of the Engineering work must be estimated and performed independently of the other. The three Engineering Phases will apply to work performed by the UTILITY'S Engineering Personnel and/or Consultant Engineers. The UTILITY will not proceed with any additional Phase of the required engineering work until it has received written notification from ALDOT approving the completion of the previous Phase and written instruction to proceed with the next Phase.

3. ALDOT has the right to notify the UTILITY, in writing, to cease Engineering work at any time it deems necessary. If so notified, the UTILITY shall cause all work to cease within four (4) working days and will invoice the TCRIC for the reimbursable work completed to date.

4. 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. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

5. 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. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

6. Code of Federal Regulations 23 C.F.R. Part 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

7. 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.

8. The UTILITY will perform the work of relocation:

- (a) ☐ by UTILITY'S own forces;
- (b) ☒ by contract let by the UTILITY;
- (c) ☐ by an existing written continuing contract where the work is regularly performed for the UTILITY; or
- (d) ☐ by combination of the preceding (as shown in detail on the estimate).

9. The detailed relocation cost estimate will be prepared on the State's Form U-10 or the UTILITY'S own form giving the same type of information and attached to this agreement. With respect to facilities located on the UTILITY'S private right-of-way, TCRIC, after submission to, and approval of, ALDOT's West Central Region Office, will reimburse the UTILITY for the actual cost of relocation, as may be adjusted below.

a. TCRIC's share of the engineering charges shall be limited to the "in-kind" work only. This

agreement includes betterment ☒ Yes ☐ No

b. Upon review and approval by ALDOT, the total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 C.F.R. Part 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$5,588,280.30. The total estimated cost including betterment is \$ 5,654,685.56.

c. If an adjustment for betterment is applicable, TCRIC will, after review and approval by ALDOT West Region, will reimburse the UTILITY for 98.83 percent of the actual cost of relocation and the remaining 1.17 percent thereof shall be for the account of the UTILITY for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the TCRIC reserves the right to request that ALDOT review and recalculate the percentages at any time.

10. The method to be used for the development of relocation costs for this project is:

- (c) ☐ as established by Federal or State regulatory body;
- (d) ☒ as previously approved by ALDOT; or
- (e) ☐ Lump Sum Amount (\$100,000 maximum).

The UTILITY will furnish to ALDOT, 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. The UTILITY will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR Part 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to ALDOT.

12. The UTILITY will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of ALDOT and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

City of Tuscaloosa

2201 University Boulevard

Tuscaloosa AL 35401

13. The UTILITY will, within six (6) months following completion of the relocation, furnish ALDOT such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The UTILITY will furnish ALDOT a copy of its "as built" plans for ALDOT'S records.

14. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification by ALDOT's West Central Region Engineer and Tuscaloosa Area Utilities Manager, TCRIC will reimburse the UTILITY for the actual cost of such relocation as verified by ALDOT. In the event the actual verified cost, as accepted, exceeds the estimated cost, TCRIC may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

15. Paragraphs numbered 16 through 20 set forth below are applicable to this Agreement only if some or all of the UTILITY facilities to be relocated hereunder are located on private right-of-way of the UTILITY; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

16. Where the UTILITY has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to ALDOT by the UTILITY for review and approval.

17. If the UTILITY is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the UTILITY will convey to ALDOT by appropriate instrument the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

18. In the event the UTILITY is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree ALDOT will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of ALDOT to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable ALDOT to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to ALDOTS responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and ALDOT.

19. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the UTILITY has the right to so agree, upon completion of the relocation provided for herein, ALDOT will have the right to construct, operate and maintain a highway over and along the portion of the UTILITY'S private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the UTILITY'S private right-of-way to the right of ALDOT to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the STATE to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the UTILITY, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the STATE'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the ALDOT.

20. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.

b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the STATE, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

21. The UTILITY is responsible, and will not hold the State of Alabama, the Department of Transportation, its officials, officers, or employees, in both their official and individual capacities, or their agents and/or assigns responsible for 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.

22. 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.

23. In the event a Utility - Consultant Engineering Agreement for this project is entered into between the UTILITY and a Consulting Engineer, the following provisions will apply:

a. The UTILITY has complied or will comply with and fulfill and will require the Consultant Engineer of the UTILITY to comply with and fulfill, all obligations, requirements, notifications, and provisions of the Utility - Consultant Engineering Agreement executed for this project work which are for the benefit or protection of the STATE.

b. The UTILITY has obtained or will obtain all approvals and authorizations required by ALDOT which are provided for in the Utility - Consultant Engineering Agreement.

c. No reimbursement payments will be due and none will be made by the TCRIC until such Utility - Consultant Engineering Agreement is complied with faithfully by the UTILITY and Consulting Engineer.

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

25. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the State of Alabama 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 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.

WITNESS: _____ Witness

RECOMMENDED FOR APPROVAL:

BY: _____
Signature
Region Representative

City of Tuscaloosa
(Legal Name of Utility)

BY: _____
Signature
Robert G. Lee
Utilities Engineer

BY: _____
Signature
(Signature and Title)
Walt Maddox
(Typed Name)

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

Mayor
(Typed Title)

BY: _____
Signature
William F. Patty
Chief Counsel,
Alabama Department of Transportation

2201 University Boulevard
(Address)
Tuscaloosa AL 35401
(City, State, Zip)
(205) 248-5360
(Telephone)

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

TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION

BY: _____

John R. Cooper
Transportation Director

BY: _____

Chairman

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

Signature: _____

Legal counsel for TCRIC

EXHIBIT C
to TCRIC Res. 20-013
Alabama Power Company Transmission reimbursement
request and proposed agreement

August 20, 2020

Honorable Rob Robertson – Chairperson
Tuscaloosa County Road Improvement Commission (TCRIC)
c/o Ms. Alyce M. Spruell, Attorney
Rosen Harwood
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, AL 35401

Re: Project # TRC-ST-063-999-030 SR-69 Intersection @ SR-7 (US-11) - Utility Relocations

Dear Judge Robertson,

Alabama Power Company (APC) has reviewed the recent request to provide the TCRI (Requestor) a revised estimate to relocate existing transmission facilities to accommodate the road and bridge construction planned as part of the project referenced above. APC understands that the roadway project is currently scheduled to bid in **November 2021**, with a need for utility relocations completed by **October 2021**. APC has reviewed the scope of work to Design and Construct relocation of approximately 0.25 miles from Str. 151 to Str. 154 to clear conflicts with ALDOT Project No. STPAA-0069(540). Additionally, APC will acquire necessary rights for relocation of approximately 0.25 miles from Str. 151 to Str. 154 to clear conflicts with the project.

Based on the information that is available at this time, we estimate that the total cost to acquire the necessary right-of-way and relocate the referenced transmission facilities is \$903,467. This estimate includes the relocation of the existing overhead 115 kV transmission line including associated distribution underbuild. Note: relocation of additional distribution facilities as well as associated utility roadway borings are not included in the estimate above.

APC requires that payment of the estimated cost be made in advance of APC beginning any work activities or procuring materials. However, the Requestor will be responsible for the actual costs for the transmission relocation services provided. Upon completion of the work to be performed, APC would reconcile the charges of the job and bill or refund you the difference, as applicable.

This ballpark estimate is being provided to give you a general idea of the cost associated with performing the requested relocation. **This estimate should be re-evaluated if more than 90 days has passed since the date of this correspondence.** If you decide to proceed with the relocation based on the estimate provided please return a pre-payment along with a Letter of Billing Authorization (sample copy attached).



Letter of Billing
Authorization

Please contact our office if you would like additional information or if you decide to proceed with having a more detailed estimate performed.

If you have additional questions, please feel free to contact me. (205) 257-3344

Sincerely,

Stephen Graham
Alabama Power Transmission

Cc

James R. Milligan, ALDOT West Central Region
Kathryn Anderson, ALDOT West Central Region
Kevin Bradford
Jeremy Prickett
James Raymond
Greg Long
Glenn Easterwood
Daryl Bamford
Shane Perkins

TRIC-STPAAF-0069(540) SR-69 INTERSECTION IMPROVEMENTS
FROM PLANTATION ROAD TO THE I-59 OVERPASS IN THE CITY LIMITS OF TUSCALOOSA

Summary Of Quantities

	<u>In-Kind</u>
1 Gross Estimated Construction Cost Only	695,493
2 Less Salvage Credit	21,158
3 Less Other Credits	
4 Total Estimate Construction Cost only	674,335
5 Difference in Estimated Cost (Betterment minus In-Kind)	
6 Utility's Pro Rata Share of Estimated Construction Cost (Line 5 divided by Betterment Total X 100 Percent)	
7 State's Pro Rata Share of Estimated Construction Cost (100 Percent minus Line 6 Percentage)	
	<u>State</u>
8 Pro Rata Construction Cost	674,335
9 Pro Rata Engineering Cost	46,156
10a Total Right of Way Acquisition Cost	161,886
b Total Survey Cost	21,090
11 Grand Total (Total SAHD 2 Agreement Amount)	\$903,467





Judge Ward D. Robertson, III, Chairman
Tuscaloosa County Road Improvement Commission
P.O. Box 2906
Tuscaloosa, Alabama 35403

Alabama Power Company

RE: Letter of Billing Authorization

Gentlemen:

You are hereby authorized to bill Tuscaloosa County Road Improvement Commission the actual costs incurred by Alabama Power Company for the following described extraordinary work performed by Alabama Power Company in connection with the relocation of Transmission Line Facilities upon our request: Design and Construct relocation of approximately 0.25 miles from Str. 151 to Str. 154 to clear conflicts with ALDOT Project No. STPAA-0069(540). Additionally, APC will acquire necessary rights for relocation of approximately 0.25 miles from Str. 151 to Str. 154 to clear conflicts with the ALDOT Project. You have advised us that the currently estimated amount of such costs is \$903,467. Please find enclosed the required pre-payment of the estimated costs.

We understand that all of the above described facilities will remain the property of Alabama Power Company and in no event shall become the property of this Company. We understand the process of reconciling the actual costs for the work performed typically takes four (4) to six (6) months after construction is complete. We further understand the original estimate may be more or less than the actual costs and we will be refunded or billed the difference. We agree to make payment to you within thirty (30) days from the date of your final billing statement. Invoice should be sent electronically to Kelly R. Johns, TCRIC Administrator, at kjohns@tcric.org.

Yours truly,

Tuscaloosa County Road Improvement Commission

By: Judge Ward D. Robertson, III

Its: Chairman

EXHIBIT D
to TCRIC Res. 20-013
Alabama Power Company Distribution reimbursement
request

June 29, 2020

Honorable Rob Robertson – Chairperson
Tuscaloosa County Road Improvement Commission (TCRIC)
c/o Ms. Alyce M. Spruell, Attorney
Rosen Harwood
2200 Jack Warner Parkway, Suite 200
Tuscaloosa, AL 35401

Re: Project #TRC-ST-063-999-030 SR-69 Intersection @ SR-7 (US-11) - Utility Relocations

Dear Judge Robertson,

Alabama Power Company (APC) has reviewed the recent request to provide the TCRIC (Requestor) a revised estimate to relocate existing Distribution facilities to accommodate the road and bridge construction planned as part of the project referenced above. APC understands that the roadway project is currently scheduled to bid in April 2021, with a need for utility relocations completed by February 2021. APC has reviewed the scope of work to Design and Construct relocation of Distribution facilities to clear conflicts with ALDOT Project No. STPAA-0069(540).

Based on the information that is available at this time, we estimate that the total cost to relocate the referenced Distribution facilities is \$580,486.00. This estimate includes the relocation of the existing overhead Distribution line and as well as associated utility roadway borings. Note: relocation of additional Transmission facilities is not included in the estimate above.

APC requires that payment of the estimated cost be made in advance of APC beginning any work activities or procuring materials.

This estimate is being provided to give you a general idea of the cost associated with performing the requested relocation. This is a lump sum billing and will be the actual cost, unless changes are made by ALDOT, which cause accrual of unforeseen cost. **This estimate should be re-evaluated if more than 90 days has passed since the date of this correspondence.** If you decide to proceed with the relocation based on the estimate provided, please return payment upon receipt of said invoice.

If you have additional questions, please feel free to contact me. (205) 257-4291

Sincerely,



Shane Perkins