

RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMISSION

RESOLUTION NO. 18-002

**RESOLUTION APPROVING PROJECTED COST CHANGE FOR
PROJECT US-82 ACCESS MANAGEMENT AT HARGROVE ROAD**

WHEREAS, the Tuscaloosa County Road Improvement Commission (“TCRIC”) adopted Resolution 16-012 on or about August 22, 2016, committing to fund the US-82 Access Management at Hargrove Road Project (“Project”) in the amount of \$1.75 million; and

WHEREAS, TCRIC subsequently entered into a Joint Funding Agreement with the City of Tuscaloosa (“City”) pursuant to the terms of Res. 16-012; and

WHEREAS, TCRIC adopted Resolution 17-004 on or about November 27, 2017 to amend Res. 16-012 and the subsequently executed Joint Funding Agreement to amend its obligation to reimburse the City up to and including the amount of \$2,477,579.00 (attached hereto as Exhibit A); and

WHEREAS, Res. 17-004 and the related Joint Funding Agreement, as amended, require the City to provide TCRIC with written notice if it determined Project costs would exceed \$2.47 million; and

WHEREAS, after calculating the final bids received, the City has determined that the Project will require additional TCRIC funds in the amount of

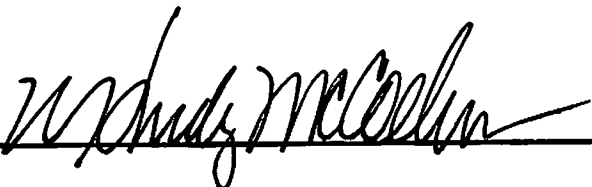
\$1,122,300 and provided notice of the same to the TCRIC (attached hereto as Exhibit B); and

WHEREAS, this Commission desires to amend its prior Res. 17-004 and related Joint Funding Agreement, as amended, to allow for these additional Project costs.

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Road Improvement Commission incorporates by reference the contents of Res. 17-004, Res. 16-012, and the amended Joint Funding Agreement, and agrees to amend its obligation to reimburse the City of Tuscaloosa up to and including the amount of \$3,599,879 for Project costs. The Commission further authorizes the Chair to adopt a second amended Joint Funding Agreement with the City of Tuscaloosa to let said Project pursuant to the details contained in this resolution, Res. 17-004, and Res. 16-012, keeping all other previously agreed upon terms and provisions the same, with an understanding that the Commission's annual reimbursement shall not exceed the authorized amount of actual expenditures for the Project.

RESOLVED AND DONE this 30th day of April, 2018

Tuscaloosa County Road Improvement Commission

BY: 

Hardy McCollum, Chair

EXHIBIT A
to Res. 18-002

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RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMISSION

RESOLUTION NO. 17-004

**RESOLUTION APPROVING PROJECTED COST CHANGE FOR
PROJECT US-82 ACCESS MANAGEMENT AT HARGROVE ROAD**

WHEREAS, the Tuscaloosa County Road Improvement Commission ("TCRIC") adopted Resolution 16-012 on or about August 22, 2016, committing to fund the US-82 Access Management at Hargrove Road Project ("Project") in the amount of \$1.75 million (attached as Exhibit A to this resolution); and

WHEREAS, TCRIC subsequently entered into a Joint Funding Agreement with the City of Tuscaloosa ("City") pursuant to the terms of Res. 16-012 (attached as Exhibit B to this resolution); and

WHEREAS, Res. 16-012 and the related Joint Funding Agreement required the City to provide TCRIC with written notice if it determined Project costs would exceed \$1.75 million; and

WHEREAS, after additional design and other work, the City has determined that the Project will require additional TCRIC funds in the amount of \$727,579.00 and provided notice of the same to the TCRIC (attached hereto as Exhibit C to this resolution); and

WHEREAS, this Commission desires to amend its prior Resolution 16-012 and related Joint Funding Agreement to allow for these additional Project costs.

NOW, THEREFORE, BE IT RESOLVED that the Tuscaloosa County Road Improvement Commission incorporates by reference the contents of Resolution 16-012 adopted on or about August 22, 2016 and the subsequently executed Joint Funding Agreement, and agrees to amend its obligation to reimburse the City of Tuscaloosa up to and including the amount of \$2,477,579.00 for Project costs. The Commission further authorizes the Chair to adopt an amended Joint Funding Agreement with the City of Tuscaloosa to let said Project pursuant to the details contained in this resolution and Resolution 16-012, keeping all other previously agreed upon terms and provisions the same, with an understanding that the Commission's annual reimbursement shall not exceed the authorized amount of actual expenditures for the Project.

RESOLVED AND DONE this 27th day of November, 2017

Tuscaloosa County Road Improvement Commission

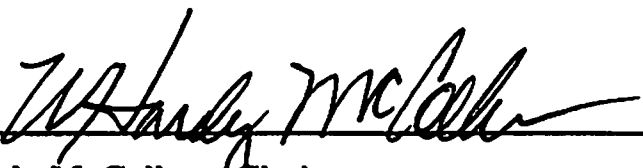
BY: 
Hardy McCollum, Chair

EXHIBIT A

**RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMISSION**

RESOLUTION NO. 16-012

**RESOLUTION AUTHORIZING THE CHAIR TO ACT ON THE COMMISSION'S
BEHALF TO ADOPT AN AGREEMENT WITH THE CITY OF TUSCALOOSA TO LET
PROJECT US-82 ACCESS MANAGEMENT AT HARGROVE ROAD**

WHEREAS, the Tuscaloosa County Road Improvement Commission has authorized its counsel to negotiate an agreement with the City of Tuscaloosa regarding work to be completed on US-82 near Hargrove Road; and

WHEREAS, such work would be a subset project of the US-82 Access Management project from 15th St to Skyland Blvd as identified within Project #4 of the TCRIC-ALDOT Agreement; and

WHEREAS, the City of Tuscaloosa has proposed to manage the project itself as a permitted project by the Alabama Department of Transportation, and requests that TCRIC provide periodic reimbursement from inception to completion of this project; and

WHEREAS, the project is estimated to cost \$1.75 million based on the cost estimates and scope of work proposed to the City by Gonzalez Strength & Associates on May, 19, 2016 and further clarified by the map marked as Exhibit A to this Resolution; and

WHEREAS, the City agrees to provide documentation of warrants, expenditures and other evidence of costs sought to be reimbursed by the City from TCRIC each and every time a reimbursement for this project is submitted; and

WHEREAS, the City has further requested reimbursement for all costs related to this project already expended as well as any interest the City may accrue from accessing any loan or

other financing as part of the reimbursable expenses from TC'RIC. TC'RIC agrees to reimburse such interest if documented as an actual cost of the project involved. The City further agrees as consideration for this reimbursement agreement to notify TC'RIC, in writing, within five (5) business days of its cost and/or expenses for this particular project will exceed the amount requested herein by more than \$50,000.00 in the aggregate. The parties agree that an addition to the existing agreement by and between the parties will be needed to further authorize additional reimbursement amounts.

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Road Improvement Commission, that the Chair be authorized to enter into an agreement with the City of Tuscaloosa to adopt an agreement to let said project pursuant to the details described above and consistent with plans and estimates provided by Gonzalez-Strength & Associates, with an understanding that the Commission will reimburse the City up to the amount of \$1.75 million upon submission of the documentation and information outlined above.

RESOLVED AND DONE this 21st day of August, 2016

Tuscaloosa County Road Improvement Commission

BY: Hardy McCollum

Hardy McCollum, Chair

PROPOSED JS-82 ACQUISITION MANAGEMENT PLAN (MMP) AND BIDDING SHEET (BID)

<p>1. PROJECT NAME: JS-82 ACQUISITION MANAGEMENT PLAN (MMP) AND BIDDING SHEET (BID)</p>	<p>2. PROJECT NUMBER: JS-82-001</p>	<p>3. PROJECT LOCATION: [REDACTED]</p>	<p>4. PROJECT START DATE: [REDACTED]</p>	<p>5. PROJECT END DATE: [REDACTED]</p>	<p>6. PROJECT BUDGET: [REDACTED]</p>	<p>7. PROJECT STATUS: [REDACTED]</p>
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EXHIBIT B

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**JOINT FUNDING AGREEMENT BETWEEN THE CITY OF TUSCALOOSA
AND THE TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION
FOR CONSTRUCTION OF ROAD IMPROVEMENTS ON US 82/MCFARLAND
AND HARGROVE ROAD**

WHEREAS, the City of Tuscaloosa ("City") and the Tuscaloosa County Road Improvement Commission ("TCRIC"), as evidenced by the authorization resolutions attached as "Exhibit A", have reached an agreement to provide for the management and costs associated with the road and intersection improvements on US 82/McFarland and Hargrove Road, with the City to manage and provide the initial funding for the stated improvements and TCRIC to reimburse the City for the costs and expenses for the project as outlined herein; and

WHEREAS, both the City and TCRIC now wish to implement this funding agreement ("Agreement") to allow the City to initiate this work once permitting of the submitted project design is approved by the Alabama Department of Transportation (ALDOT); and,

WHEREAS, the parties agree that the total estimated cost of engineering and construction for this project is \$1,750,000 (One Million Seven Hundred Fifty Thousand Dollars and No Cents), with the details of the same outlined in the attached Exhibits "A" and "B."

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

THIS AGREEMENT is made and entered into by and between the City and TCRIC on this the _____ day of October, 2016, for and in consideration of the sums herein stated and other good and valuable mutual consideration moving between the parties and as more particularly set forth herein, as follows:

Section 1. Authority

The City and TCRIC are entering into this Agreement according to the rights, duties and authorities granted to them pursuant to Alabama law.

Section 2. Description of Project

This Agreement includes Professional Engineering Design and Construction Phase Services, as well as construction of the improvements as defined in the attached Exhibit "B" provided by the City's authorized consultant, Gonzalez-Strength. The City, by and through its chosen and authorized consultant, Gonzalez-Strength, will submit the final project design to ALDOT and will obtain all required permits and authorizations to manage and complete the project prior to project initiation. Exhibit B, along with all permits, authorizations, and further project documentation ordinarily preserved in normal business operations will be reasonably preserved and held by the City (hereinafter collectively referred to as "Project Documents").

Section 3. Funding and Appropriation

3.1 The City shall agree to expend the amounts needed to complete this project, not to exceed \$1,750,000. The City agrees to provide TCRIC with written notice within five (5) business days if the City determines that the project completion costs will exceed this amount by more than \$50,000.

The parties have entered into this agreement with the understanding that if additional right of way is needed for this project as described in the attached Exhibit B that all utility and contiguous owners will provide access and right of way at no cost to the project or City. The City agrees to notify TCRIC immediately upon its determination that this understanding is incorrect or that right of way needed for this project must be purchased, including in that notice the costs anticipated and details regarding the change in circumstances.

3.2 If the costs for this project exceed the estimated construction cost of \$1,750,000, TCRIC shall be solely responsible for that excess pursuant to its existing agreement with ALDOT and the City shall have no liability or responsibility for the same.

3.3 TCRIC agrees to reimburse the City for the full amount it has expended for this project, including any expended interest payments, at the time of project completion, excluding any expenditures previously reimbursed pursuant to Section 3.3.1.. The parties also agree that any monies received from ALDOT for this project will not be reimbursed.

3.3.1 Should the City determine that reimbursement for some portion of expended funds is needed prior to project completion, it will notify TCRIC of the same thirty (30) days prior to the TCRIC meeting at which such request for early reimbursement is to be considered, providing documentation of its expenditures adequate to satisfy standard

government accounting and auditing practices. TCRIC will make every effort to accommodate such request if its unencumbered funds so allow.

3.3.2 At the time of project completion, the City shall make a written request for reimbursement for any remaining expenditures that have not been reimbursed pursuant to Section 3.3.1, providing documentation of such expenditures adequate to satisfy standard accounting and auditing practices, thirty (30) days prior to the TCRIC meeting at which such request for final reimbursement is to be considered.

For the purposes of this agreement, project completion shall mean that ALDOT has performed its final inspection of this permitted project with an approval of all work completed and pursuant to the permit issued, has authorized the release of the permit bond.

Section 4. Time

4.1 Time is of the essence for the performance of the respective obligations of each party to this Agreement. If a time period is not stated, then a party shall perform as expeditiously as possible within a reasonable amount of time including obtaining such respective resolutions from each governing body as required assenting to the funding of this Agreement.

Section 5. Open Meetings and Public Records

Due to the fact that public funds and/or things of public value, use of City employees and/or equipment from the City might be utilized during the completion of this Agreement, all parties agree hereto:

5.1 To the same and like extent as is applicable to the City and TCRIC, all meetings of any governing or controlling body or any committee or subcommittee for each Party shall be open to the public when any issue or matter involving or relating directly or indirectly to this agreement is discussed or considered and when there is any discussion or consideration of the use of public funds or things of value provided pursuant to this agreement.

5.2 To the same and like extent as is applicable by state law, all records, documents, letters, minutes, memoranda, etc., shall be open to public inspection and copying when the same pertain to any issue or matter involving or relating directly or indirectly to the performance of this Agreement or the use of public funds or other things of value provided pursuant to this Agreement.

Section 6. Notices

6.1 All notices provided herein or which need to be given in connection with the performance of any obligation or condition of this Agreement shall be in writing and shall be delivered by personal delivery, certified mail, return receipt requested, overnight delivery to the following:

City of Tuscaloosa: Mayor Walt Maddox
Tuscaloosa City Hall
2201 University Blvd.
Tuscaloosa, Alabama 35401

TCRIC: Judge Hardy McCollum
Chair, TCRIC
c/o Alyce Spruell, legal counsel
P.O. Box 2727
Tuscaloosa, Alabama 35403

Section 7. Miscellaneous

7.1 Capacity: Each Party to this Agreement represents and warrants to the other as follows:

7.1.1 That it is a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

7.1.2 That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

7.1.3 That to the extent required, each Party has obtained the necessary approval of its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this Agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the Party.

7.1.4 That each Party has duly authorized and empowered a representative to execute this Agreement on their respective behalf and the execution of this Agreement by such representative fully and completely binds the Party to the terms and conditions hereof.

7.1.5 That absent fraud, the execution of this Agreement by a representative of the party shall constitute a certification that all such authorizations for execution

exist and have been performed and the other Party shall be entitled to rely upon the same.

7.1.6 That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement. Notwithstanding, the parties acknowledge that eminent domain proceedings could impact the City's ability to perform pursuant to this Agreement.

7.1.7 That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

7.1.8 **COMPLIANCE WITH 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, to the extent allowed by Federal law.

7.1.9 **COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT**: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. 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, to the extent allowed by Federal law.

7.2 Final Integration: This Agreement, together with any exhibits and amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. In the event of a direct conflict between the provisions hereof and any prior agreement or amendment, the latter shall supersede the former. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

7.3 Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

7.4 Amendment In Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

7.5 Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns. If any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

7.6 Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

7.7 Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

7.8 Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

7.9 Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

7.10 Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

7.11 Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

7.12 Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Documents, and copies of parts thereof, are the instruments solely for this project. They are not to be used on other work and are to be returned to the City on request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

7.13 Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

7.14 Use of Words and Phrases: The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

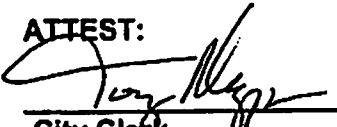
The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or pronouns shall be deemed to include both singular and plural and to cover all genders.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first set forth above.

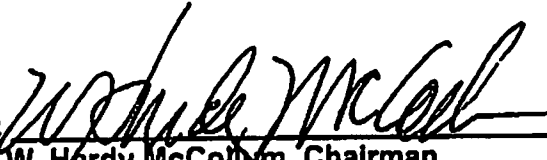
CITY OF TUSCALOOSA,
a municipal corporation

By: 
Walter Maddox, Mayor

ATTEST:


City Clerk

TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION

By: 
W. Herdy McCallum, Chairman

ATTEST:

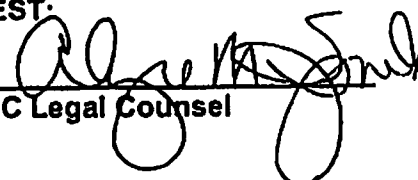

TCRIC Legal Counsel

EXHIBIT A

ADOPTED 8/17/16
APPROVED AS TO FORM

Office of the City Attorney

Prepared By: GDW/lb
Requested: Mayor/OCA
Presentation on: 8-16-16
Suspension of Rules: No

RESOLUTION

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION
IN REGARDS TO THE HARGROVE AND MCFARLAND BOULEVARD
IMPROVEMENTS PROJECT
(A16-0849)**

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor be, and is hereby, authorized to execute on behalf of the City of Tuscaloosa an agreement with the Tuscaloosa County Road Improvement Commission wherein the City of Tuscaloosa will assume responsibility for management of the Hargrove and McFarland Boulevard Improvements Project which is to be funded by the Tuscaloosa County Road Improvement Commission revenues as generated by Act No. 2015-202, as amended, subject to review and approval by the City Attorney, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: ☐ Yes ☒ No

By: _____
Finance Director

COUNCIL ACTION

Resolution _____
Ordinance _____
Introduced _____
Passed _____
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

**RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMISSION**

RESOLUTION NO. 16-012

**RESOLUTION AUTHORIZING THE CHAIR TO ACT ON THE COMMISSION'S
BEHALF TO ADOPT AN AGREEMENT WITH THE CITY OF TUSCALOOSA TO LET
PROJECT US-82 ACCESS MANAGEMENT AT HARGROVE ROAD**

WHEREAS, the Tuscaloosa County Road Improvement Commission has authorized its counsel to negotiate an agreement with the City of Tuscaloosa regarding work to be completed on US-82 near Hargrove Road; and

WHEREAS, such work would be a subset project of the US-82 Access Management project from 15th St to Skyland Blvd as identified within Project #4 of the TCRIC-ALDOT Agreement; and

WHEREAS, the City of Tuscaloosa has proposed to manage the project itself as a permitted project by the Alabama Department of Transportation, and requests that TCRIC provide periodic reimbursement from inception to completion of this project; and

WHEREAS, the project is estimated to cost \$1.75 million based on the cost estimates and scope of work proposed to the City by Gonzalez Strength & Associates on May, 19, 2016 and further clarified by the map marked as Exhibit A to this Resolution; and

WHEREAS, the City agrees to provide documentation of warrants, expenditures and other evidence of costs sought to be reimbursed by the City from TCRIC each and every time a reimbursement for this project is submitted; and

WHEREAS, the City has further requested reimbursement for all costs related to this project already expended as well as any interest the City may accrue from accessing any loan or

other financing as part of the reimbursable expenses from TCRIC. TCRIC agrees to reimburse such interest if documented as an actual cost of the project involved. The City further agrees as consideration for this reimbursement agreement to notify TCRIC, in writing, within five (5) business days of its cost and/or expenses for this particular project will exceed the amount requested herein by more than \$50,000.00 in the aggregate. The parties agree that an addition to the existing agreement by and between the parties will be needed to further authorize additional reimbursement amounts.

NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Road Improvement Commission, that the Chair be authorized to enter into an agreement with the City of Tuscaloosa to adopt an agreement to let said project pursuant to the details described above and consistent with plans and estimates provided by Gonzalez-Strength & Associates, with an understanding that the Commission will reimburse the City up to the amount of \$1.75 million upon submission of the documentation and information outlined above.

RESOLVED AND DONE this 22nd day of April, 2016

Tuscaloosa County Road Improvement Commission

BY 

Hardy McCollum, Chair

PROPOSED US-92 ACCESS MANAGEMENT AT HARGROVE AVE WIDENING (SHEET 1 OF 1)

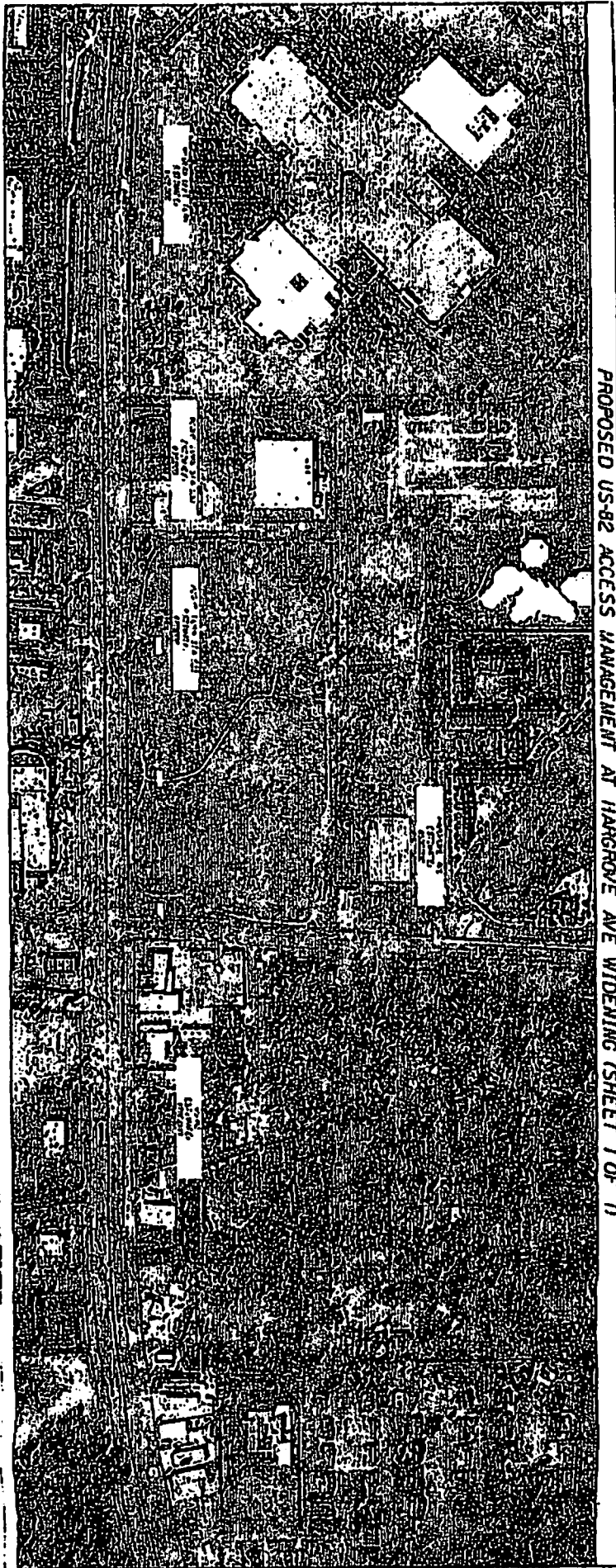


EXHIBIT B

SUMMARY OF ESTIMATED COST

PAGE 1

PROJECT NO.: ##
COUNTY: Tuscaloosa
ALTERNATE NO.: ##
WORK DESCRIPTION: Widen Hargrove Rd to 5 lanes and add turn lane
on Hargrove Rd From STA 110+50 to STA 126+00
DATE PREPARED: 07/25/16
DATE PMS REVISED:
ALDOT OVERHEAD PERCENTAGE: 0.00%

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
ROADWAY:				
PAVEMENT OVERLAY	SY	9,355	15.00	140,325
PAVEMENT WIDENING	SY	1,880	82.00	154,160
CURB AND GUTTER	LF	1,655	15.00	24,825
SLOPE PAVING	SY	5	35.00	158
ROADWAY SUBTOTAL				<u>\$319,468</u>
CONTINGENCIES (25 PERCENT)				\$79,867
SIGNALIZATION/INTERSECTION	EA	1	90000.00	90,000
ROADWAY TOTAL				\$489,334
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
BRIDGE:				
RETAINING WALLS	SF	0	75.00	0
CONTINGENCIES (15 PERCENT)				\$0
RETAINING WALL TOTAL				\$0
BRIDGE TOTAL				\$0
ROADWAY AND BRIDGE TOTAL				\$489,334
DESIGN				\$0
ENGINEERING INSPECTION (15 PERCENT)				\$0
ALDOT OVERHEAD (INPUT IN TITLE BLOCK)		0.00%		<u>\$0</u>
CONSTRUCTION COST TOTAL (INPUT FOR CPMS)				\$489,334
RIGHT-OF-WAY COSTS				\$0
UTILITY RELOCATION				<u>\$0</u>
GRAND TOTAL				\$489,334

SUMMARY OF ESTIMATED COST

PAGE 1

PROJECT NO.: ##
COUNTY: Tuscaloosa
ALTERNATE NO.: ##
WORK DESCRIPTION: Access Management Along SR-6 Near Hargrove
 From STA 536+50 to 556+43
DATE PREPARED: 07/25/16
DATE PMS REVISED:
ALDOT OVERHEAD PERCENTAGE: 0.00%

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
ROADWAY:				
PAVEMENT REMOVAL	SY	1,080	8.00	8,480
PAVEMENT OVERLAY	SY	17,300	15.00	259,500
PAVEMENT WIDENING	SY	1,655	82.00	135,710
CURB AND GUTTER	LF	3,275	15.00	49,125
SLOPE PAVING	SY	285	35.00	9,975
ROADWAY SUBTOTAL				<u>\$460,790</u>
CONTINGENCIES (25 PERCENT)				\$115,198
SIGNALIZATION/INTERSECTION	EA	1	120000.00	120,000
ROADWAY TOTAL				<u>\$695,988</u>
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
BRIDGE:				
RETAINING WALLS	SF	0	75.00	0
CONTINGENCIES (15 PERCENT)				\$0
RETAINING WALL TOTAL				\$0
BRIDGE TOTAL				\$0
ROADWAY AND BRIDGE TOTAL				<u>\$695,988</u>
DESIGN				
ENGINEERING INSPECTION (15 PERCENT)				
ALDOT OVERHEAD (INPUT IN TITLE BLOCK)		0.00%		<u>\$0</u>
CONSTRUCTION COST TOTAL (INPUT FOR CPMS)				<u>\$695,988</u>
RIGHT-OF-WAY COSTS				\$0
UTILITY RELOCATION				<u>\$0</u>
GRAND TOTAL				<u>\$695,988</u>

SUMMARY OF ESTIMATED COST

PAGE 1

PROJECT NO.: ##
 COUNTY: Tuscaloosa
 ALTERNATE NO.: ##
 WORK DESCRIPTION: Median Left Turn on SR-6 EB At Midtown Village
 From STA 516+00 to STA 522+50
 DATE PREPARED: 07/25/16
 DATE PMS REVISED:
 ALDOT OVERHEAD PERCENTAGE: 0.00%

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
ROADWAY:				
CONC REMOVAL	SY	260	20.00	5,200
PAVEMENT OVERLAY	SY	1,320	15.00	19,800
PAVEMENT WIDENING	SY	710	82.00	58,220
CURB AND GUTTER	LF	685	15.00	9,975
SLOPE PAVING	SY	180	35.00	6,300
ROADWAY SUBTOTAL				<u>\$99,495</u>
CONTINGENCIES (25 PERCENT)				\$24,874
SIGNALIZATION/INTERSECTION	EA	0	50000.00	0
ROADWAY TOTAL				\$124,369
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
BRIDGE:				
RETAINING WALLS	SF	0	75.00	0
CONTINGENCIES (15 PERCENT)				\$0
RETAINING WALL TOTAL				\$0
BRIDGE TOTAL				\$0
ROADWAY AND BRIDGE TOTAL				\$124,369
DESIGN				
ENGINEERING INSPECTION (15 PERCENT)				
ALDOT OVERHEAD (INPUT IN TITLE BLOCK)		0.00%		<u>\$0</u>
CONSTRUCTION COST TOTAL (INPUT FOR CPMS)				\$124,369
RIGHT-OF-WAY COSTS				\$0
UTILITY RELOCATION				<u>\$0</u>
GRAND TOTAL				\$124,369

SUMMARY OF ESTIMATED COST

PAGE 1

PROJECT NO.: ##
COUNTY: Tuscaloosa
ALTERNATE NO.: ##
WORK DESCRIPTION: Add turn lane on SR-6 WB at Chic-Fil-A
From STA 527+00 to 530+00
DATE PREPARED: 07/25/16
DATE PMS REVISED:
ALDOT OVERHEAD PERCENTAGE: 0.00%

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
ROADWAY:				
PAVEMENT WIDENING	SY	255	82.00	20,910
CURB AND GUTTER	LF	260	15.00	3,900
ROADWAY SUBTOTAL				<u>\$24,810</u>
CONTINGENCIES (25 PERCENT)				\$6,203
SIGNALIZATION/INTERSECTION	EA	0	50000.00	0
ROADWAY TOTAL				\$31,013
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
BRIDGE:				
RETAINING WALLS	SF	0	75.00	0
CONTINGENCIES (15 PERCENT)				\$0
RETAINING WALL TOTAL				\$0
BRIDGE TOTAL				\$0
ROADWAY AND BRIDGE TOTAL				\$31,013
DESIGN				
ENGINEERING INSPECTION (15 PERCENT)				
ALDOT OVERHEAD (INPUT IN TITLE BLOCK)		0.00%		<u>\$0</u>
CONSTRUCTION COST TOTAL (INPUT FOR CPMS)				\$31,013
RIGHT-OF-WAY COSTS				\$0
UTILITY RELOCATION				<u>\$0</u>
GRAND TOTAL				\$31,013

SUMMARY OF ESTIMATED COST

PAGE 1

PROJECT NO.: ##
COUNTY: Tuscaloosa
ALTERNATE NO.: ##
WORK DESCRIPTION: Add turn lane on SR-6 WB at 23rd ST E
From STA 532+00 to STA 538+00
DATE PREPARED: 07/25/16
DATE PMS REVISED:
ALDOT OVERHEAD PERCENTAGE: 0.00%

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
ROADWAY:				
PAVEMENT REMOVAL	SY	730	6.00	4,380
PAVEMENT OVERLAY	SY	60	15.00	900
PAVEMENT WIDENING	SY	475	82.00	38,950
CURB AND GUTTER	LF	650	15.00	9,750
ROADWAY SUBTOTAL				<u>\$53,980</u>
CONTINGENCIES (25 PERCENT)				\$13,495
SIGNALIZATION/INTERSECTION	EA	0	50000.00	0
ROADWAY TOTAL				\$87,475
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT COST	AMOUNT
BRIDGE:				
RETAINING WALLS	SF	0	75.00	0
CONTINGENCIES (15 PERCENT)				\$0
RETAINING WALL TOTAL				\$0
BRIDGE TOTAL				\$0
ROADWAY AND BRIDGE TOTAL				\$87,475
DESIGN				
ENGINEERING INSPECTION (15 PERCENT)				
ALDOT OVERHEAD (INPUT IN TITLE BLOCK)		0.00%		<u>\$0</u>
CONSTRUCTION COST TOTAL (INPUT FOR CPMS)				\$87,475
RIGHT-OF-WAY COSTS				\$0
UTILITY RELOCATION				<u>\$0</u>
GRAND TOTAL				\$87,475

PROPOSED US-82 ACCESS MANAGEMENT AT HARGROVE AVE WIDENING (SHEET 1 OF 1)

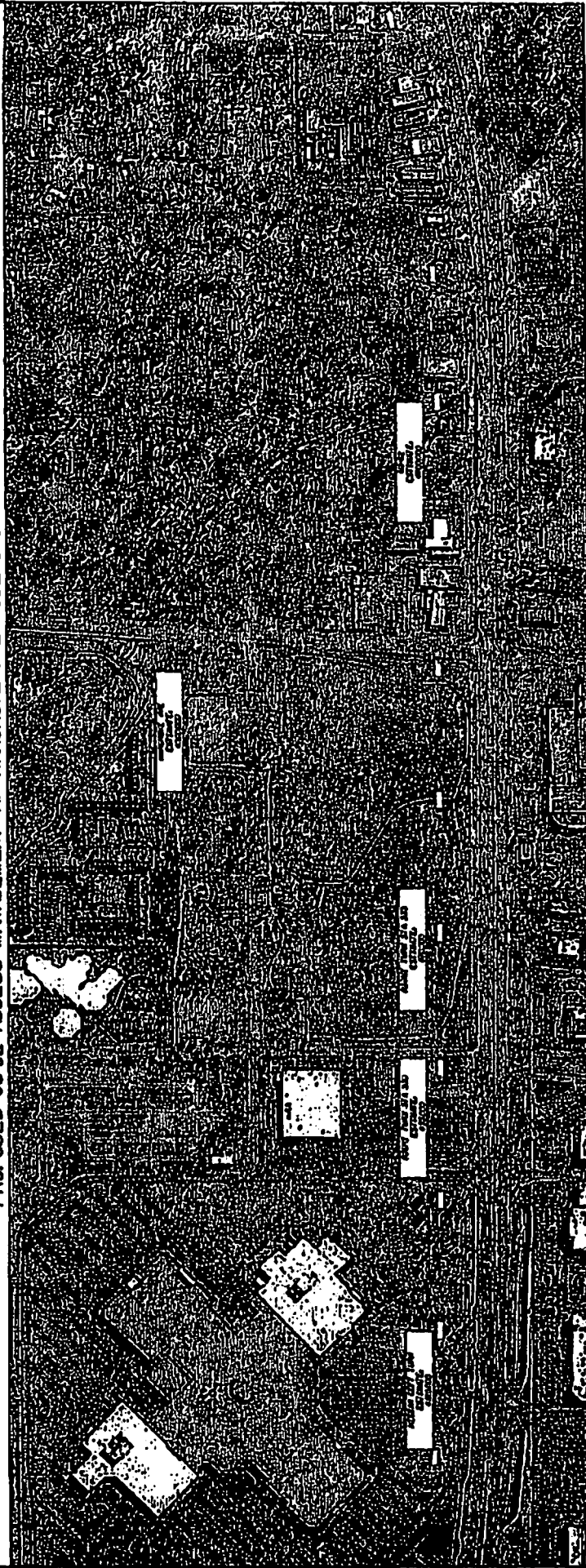


EXHIBIT C



Memorandum

October 27, 2017

To: Road Improvement Commission
From: Jeremy D. Jones, P.E.
Infrastructure and Public Services
RE: Hargrove Road and McFarland Blvd
Engineers Opinion of probable Construction Cost

Projected Costs Summary

	Conceptual*	Final Design**	Difference
Engineering and Construction	\$ 1,739,868	\$ 2,467,447	\$ 727,579
Hargrove Road Waterline	\$ 150,000	\$ 150,000	\$ 0

*ALDOT Preliminary Construction Cost Estimate spreadsheet was used in computing the conceptual construction cost

**Quantities from the Final Design along with the "Estimator" program was used in computing the final Design construction cost

Current Funding

TCRIC Funding	WSRFFI Funding	Funding Total
\$ 1,750,000	\$ 150,000	\$ 1,900,000

Additional Costs Summary

	Additional Cost
Difference between conceptual and final estimate procedure	\$ 355,079
Eastbound Hargrove Road Right Turn Lane	\$ 80,000
ADA and Pedestrian Improvements	\$ 140,000
Relocation of 12" Watermain along McFarland	\$ 130,000
Engineering Fee Increase	\$ 22,500
	\$ 727,579



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APPROVED AS TO FORM

GDW
Office of the City Attorney

Prepared By: GDW/fb
Requested: Mayor/OCA
Presentation on: 1-30-18
Suspension of Rules: Yes

RESOLUTION

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT TO
AN AGREEMENT WITH THE TUSCALOOSA COUNTY ROAD IMPROVEMENT
COMMISSION IN REGARDS TO THE HARGROVE AND MCFARLAND
BOULEVARD IMPROVEMENTS PROJECT
(A16-0849)**

BE IT RESOLVED BY THE TUSCALOOSA CITY COUNCIL that the Mayor be, and is hereby, authorized to execute on behalf of the City of Tuscaloosa an amendment to the agreement with the Tuscaloosa County Road Improvement Commission wherein the City of Tuscaloosa will assume responsibility for management of the Hargrove and McFarland Boulevard Improvements Project which is to be funded by the Tuscaloosa County Road Improvement Commission revenues as generated by Act No. 2015-202 in an amount not to exceed \$2,477,579.00, as amended, subject to review and approval by the City Attorney, and the City Clerk is authorized to attest the same.

FUNDING REQUIRED: ☐ Yes ☒ No

By: _____

Finance Director

COUNCIL ACTION

Resolution ✓
Ordinance _____
Introduced _____
Passed 1-30-18
2nd Reading _____
Unanimous _____
Failed _____
Tabled _____
Amended _____
Comments: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

**AMENDMENT TO THE JOINT FUNDING AGREEMENT BETWEEN THE CITY OF TUSCALOOSA AND THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION FOR CONSTRUCTION OF ROAD
IMPROVEMENTS ON US 82/MCFARLAND AND HARGROVE ROAD
(A16-0849)**

This amendment to that certain agreement made and entered into by and between the parties on the 25th day of October 2016 is made and entered into by and between the City of Tuscaloosa ("City") and the Tuscaloosa County Road Improvement Commission ("TCRIC") on this the 13th day of ~~January~~ *February*, 2018, as follows:

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

WHEREAS, the parties previously entered into a joint funding agreement for construction of road improvements on US 82/McFarland and Hargrove Road (hereinafter, "Agreement"); and,

WHEREAS, the Agreement had a total estimated cost of engineering and construction at One Million, Seven Hundred Fifty Thousand Dollars and Zero Cents (\$1,750,000.00); and,

WHEREAS, pursuant to Section 3.1 of the Agreement, the City notified TCRIC in writing of additional funding needed for the engineering and construction of the project; and,

WHEREAS, TCRIC approved the cost change to a new total estimated cost for engineering and construction of this project of Two Million, Four Hundred Seventy-Seven Thousand, Five Hundred and Seventy-Nine Dollars and Zero Cents (\$2,477,579.00) through Res. 17-004 on November 27, 2017; and,

WHEREAS, the parties desire to amend the Agreement to reflect this increase in cost.

NOW, THEREFORE, the parties do hereby enter into this amendment to the joint funding agreement between the parties, for and in consideration of the mutual benefits moving each to the other as more particularly set forth herein as follows:

Section 1. Pursuant to Section 7.4 of the Agreement, that the following section of Section 3 entitled Funding and Appropriation be, and the same are hereby, amended as follows:

3.1. The City shall agree to expend the amounts needed to complete this project not to exceed Two Million, Four Hundred Seventy-Seven Thousand, Five Hundred and Seventy-Nine Dollars and Zero Cents (\$2,477,579.00). The City agrees to provide TCRIC with written notice within 5 business days if the City determines that the project completion cost will exceed this amount by more than Fifty Thousand Dollars and Zero Cents (\$50,000.00).

Section 2. REMAINING PROVISIONS:

All remaining provisions of the Agreement shall remain the same, in full force and effect, and are incorporated by reference as if stated fully herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same on the date first above written.

CITY OF TUSCALOOSA, A Municipal
Corporation

BY: Walter Maddox
Walter Maddox, Mayor

ATTEST:

Shakia L. Todd
City Clerk

TUSCALOOSA COUNTY ROAD IMPROVEMENT
COMMISSION:

BY: W. Hardy McCollum
W. Hardy McCollum
ITS: Chairman

ATTEST:

Ally M. Smith
TCRIC Legal Counsel

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 5th day of February, 2018.

Stacy Cooper
Notary Public.

My Commission Expires: 2/17/21

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, Patricia G. Miller, a Notary Public in and for said State at Large, hereby
certify that W. Hardy McCollem, who is named as Chairman,
Chairman, is signed to the foregoing document, and,

- ☒ Who is known to me, or
☐ Whose identity I proved on the basis of _____, or
☐ Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of
the above document

and that being informed of the contents of the document, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 13th day of February, 2018.

Patricia G. Miller
Notary Public.

My Commission Expires: 5-22-18

EXHIBIT B
to Res. 18-002

Memorandum

April 27, 2018

To: Road Improvement Commission
From: Tera B. Tubbs, P.E.
Infrastructure and Public Services
RE: Hargrove Road and McFarland Blvd

Costs Summary

	Conceptual*	Design Estimate**	Final Cost***
Construction	\$ 1,408,179.00	\$ 2,263,258.40	\$ 3,395,690.03
Engineering	\$ 331,689.00	\$ 354,189.00	\$ 354,189.00
Total	\$ 1,739,868.00	\$ 2,617,447.40	\$ 3,749,879.03

*ALDOT Preliminary Construction Cost Estimate spreadsheet was used in computing the conceptual construction cost

**Quantities from the Final Design along with the "Estimator" program was used in computing the Final Design construction cost

***Construction Cost is from certified bid tab plus 10% contingency

Current Funding Summary

TCRIC Funding	City Funding	Total Funding	Final Cost	Difference
\$2,477,579	\$150,000	\$2,627,579	\$3,749,879	(\$1,122,300)



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