

RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION

RESOLUTION NO. 20-007

**RESOLUTION AUTHORIZING EXPENDITURE OF \$1,600,000 TO THE ALABAMA
DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION FOR SR-69 SOUTH
TURN LANE ADDITIONS**

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

WHEREAS, the project was approved by the TCRIC at Res. 19-002, 19-006, and 19-012; and

WHEREAS, the TCRIC and ALDOT subsequently entered into a joint funding agreement for the project, obligating the TCRIC to a maximum construction contribution of \$1,600,000 (see agreement attached hereto as Exhibit A); and

WHEREAS, bids were tabulated on April 3, 2020, with a low bid of \$1,770,203.97 by GFC Construction, Inc.; and

WHEREAS, ALDOT has requested \$1,600,000 for the TCRIC construction contribution for the priority project of intersection improvements on SR-69 south of Skyland Boulevard (see request attached hereto as Exhibit B); and

WHEREAS, pursuant to Res. 19-006 and 19-012, the TCRIC provided \$150,000 to fund preliminary engineering and \$150,000 to fund utility right-of-way and construction respectively, neither of which have been expended in full by ALDOT; and

WHEREAS, the TCRIC has expended \$0 of the \$1,600,000 currently authorized by the TCRIC budget in FY 2020 for the above-described project.

NOW, THEREFORE, BE IT RESOLVED, by the Tuscaloosa County Road Improvement Commission, that \$1,600,000 be paid to the Alabama Department of Transportation to fund its portion of construction funds for intersection improvements on SR-69 south of Skyland Boulevard.

BE IT FURTHER RESOLVED that the TCRIC approves the use of any excess funds from the \$300,000 previously provided pursuant to Res. 19-006 and 19-012 for project construction, rather than preliminary engineering and utility right of way and construction as originally approved.

RESOLVED AND DONE this 27 day of APRIL, 2020.

Tuscaloosa County Road Improvement Commission

BY: 

Judge Ward D. Robertson, III, Chair

EXHIBIT A
to TCRIC Res. 20-007

CONSTRUCTION AGREEMENT
FOR A STATE PUBLIC ROAD AND BRIDGE FUNDING PROJECT
BETWEEN THE STATE OF ALABAMA
AND THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION
FOR THE SR-69S TURN LANE IMPROVEMENT PROJECT

Project No. TRC-ST-063-999-042

CPMS Ref# 100069534

PART ONE (1): INTRODUCTION

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 the STATE; and the Tuscaloosa County Road Improvement Commission, hereinafter referred to as TCRIC.

WHEREAS, the STATE and the TCRIC desire to enter into a cost sharing agreement for the construction costs and services related to the addition of turn lanes on SR-69 from Mae Hinton Boulevard North to 65th Street as more completely described in the attached **Exhibit "A"**; Length - 2.18 miles; Project# TRC-ST-063-999-042; CPMS Ref# 100069534.

NOW, THEREFORE, it is mutually agreed between the STATE and the TCRIC as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **PROJECT FUNDING:** TCRIC will provide funds not to exceed \$1,600,000 (One million, Six Hundred Thousand Dollars and No Cents.) TCRIC will not be financially responsible for funds in excess of this funding maximum unless otherwise agreed to by the undersigned parties, in writing. Any deficiency in funds or overrun in construction costs will be borne by the STATE from STATE funds.
- B. The project description is further outlined by the attached Exhibit "A" to this Construction Agreement. The parties mutually agree as evidenced by their signatures below that the list of intersections on the attached Exhibit "A" are in the order of priority of need; should the construction bid plus other costs assessed by ALDOT exceed the amount of TCRIC funds

available for this project, the parties mutually agree that the TCRIC funds will be allocated to the intersections in the order of priority shown on the attached "Exhibit A" until all TCRIC funds are allocated consistent with this agreement.

C. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	COST SHARING ALLOCATION
TCRIC Maximum Funding Participation	\$1,600,000.00
State Public Roads and Bridge Funds	All other costs

The STATE will be responsible for advertisement and receipt of bids, and the award of the Construction Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice TCRIC for its share of the estimated cost as agreed to by these parties for this project; however, the parties mutually agree that the amount(s) to be paid by TCRIC will be itemized in such invoice by STATE for each intersection contained in the bid of the successful bidder (plus E & I), and TCRIC will pay the amount invoiced, subject to the provisions of this agreement, no later than 30 (thirty) days after the receiving the written invoice in the format outlined above.

The undersigned parties acknowledged that TCRIC has paid STATE (ALDOT) an additional \$150,000 (One Hundred Fifty Thousand Dollars and No cents) to fulfill its agreed funding participation in the Preliminary Engineering costs for this project. The Preliminary Engineering funds paid by TCRIC are in excess of, and not a part of, the \$1,600,000.00 (One Million, Six Hundred Thousand Dollars and No Cents) maximum funding contribution to this construction project. This cost sharing construction agreement is being executed to confirm the amount to be contributed by TCRIC to this construction project and to authorize usage for those funds for the purpose and priority outlined herein.

PART THREE (3): PROJECT SERVICES

D. It is mutually agreed between the STATE and TCRIC that:

- 1) The STATE will furnish all design, survey and preliminary Right-of-Way for the project if required.
- 2) The STATE will design and manage all utility right-of-way needed for this project.
- 3) The STATE will make complete the plans and furnish all preliminary engineering for the project with STATE forces.

4) If necessary, the STATE will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project. The STATE will be the permittee of record with ADEM for the permit. The STATE and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit.

5) The STATE will furnish all preliminary construction engineering for the project with STATE forces not to exceed 15%, without prior approval by the State, as a part of the project cost.

6) The STATE will furnish the necessary inspection and testing of materials when needed as part of the costs of this phase of this project.

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

PART FOUR (4): MISCELLANEOUS PROVISIONS

- E. The STATE will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- F. By entering into this agreement, TCRIC does not act as, and is not an agent of, the STATE, its officers, employees, agents or assigns. TCRIC is an independent entity from the STATE, and nothing in this agreement creates an agency relationship between the parties.
- G. 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.
- H. Exhibit N is attached hereto as a part hereof.
- I. Upon completion and acceptance of this project, the STATE will maintain the project in accordance with the Department's County Road Maintenance Certification Policy.

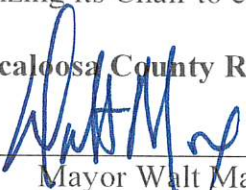
- J. This project will commence upon written authorization to proceed from the STATE. The parties agree that the necessity of this project supports an immediate need to proceed as soon as practically possible.
- K. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, 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.

TCRIC:

ATTEST: The Tuscaloosa County Road Improvement Commission unanimously adopted Resolution 19-002 authorizing its Chair to enter into this agreement on January 28, 2019.

Tuscaloosa County Road Improvement Commission

By: 

Mayor Walt Maddox, Chairman

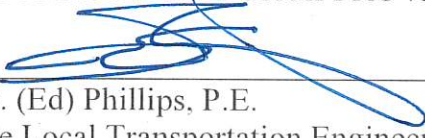
This agreement has been legally reviewed and approved as to form and content.

By: 

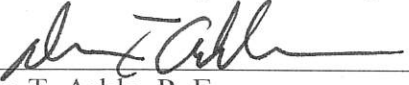
Alyce M. Spruell, TCRIC Counsel

STATE:

RECOMMENDED FOR APPROVAL:



D.E. (Ed) Phillips, P.E.
State Local Transportation Engineer



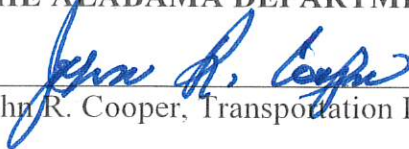
Don T. Arkle, P. E.
Chief Engineer

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

By: 

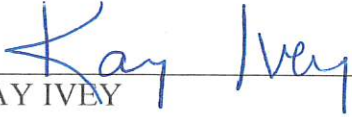
William F. Patty,
Chief Counsel

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



John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS 9 DAY OF July,
2019.



KAY IVEY
GOVERNOR, STATE OF ALABAMA

EXHIBIT A TO ALDOT-TCRIC PE & Construction Agreement
 TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION

PRIORITY	TURN LANE	EST COST	2 HR PEAK TRAFFIC COUNTS FOR RT TURNS	TIME BETWEEN TURNS (SEC)
1	Bobby Miller Pkwy NBR	\$ 162,106.29	168	43
1	Patriot Parkway NBR	\$ 135,218.21	197	37
1	Hillcrest School Rd NBR	\$ 276,307.23	154	47
1	Mae Hinton SBR	\$ 202,991.63	612	12
1	Southview Lane SBR	\$ 141,516.48	461	16
1	Patriot Parkway SBR	\$ 148,786.71	316	23
1	Bear Creek SBR	\$ 128,476.67	312	23
2	Weatherby SBR	\$ 60,012.03	58	124
2	65 th Street NBR	\$ 93,275.89	40	180
2	Hillcrest School Rd SBR	\$ 177,972.45	157	46
TOTAL		\$ 1,527,663.59		

Data and estimates provided by Alabama Department of Transportation as of 1/9/19

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and TCRIC acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, TCRIC, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The TCRIC agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

EXHIBIT B
to TCRIC Res. 20-007



Kay Ivey
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau
1409 Coliseum Boulevard
Administrative Building, Room 110
Montgomery, Alabama 36110
Telephone: 334-353-6234 / Fax: 334-353-6550
www.dot.state.al.us



John R. Cooper
Transportation Director

April 13, 2020

The Honorable Rob Robertson
Chair, Tuscaloosa County Road Improvement Commission

RE: TRC-ST-063-999-043

Dear Chairman Robertson:

We are attaching a copy of tabulations of the bids that were received by the State of Alabama Department of Transportation for the above project at the letting of **April 3, 2019**.

Upon examination, the unit prices of the low bidder seem to be in line with bid prices for comparable work, and the total bid prices for comparable work and the total bid for all the items of work seem reasonable. Consequently, this is to advise you that the Alabama Department of Transportation will make the award of the Contract to **GFC Construction, Inc., Duncanville, AL**, the low bidder, if it is the wish of the Tuscaloosa County Road Improvement Commission to do so. **Please send this office an original letter to that effect (copy attached).**

We are sending you an invoice setting out the amount of money that the Tuscaloosa County Road Improvement Commission will have to send to this office before the award can be made. **Make the warrant payable to the Alabama Department of Transportation.**

The State of Alabama Department of Transportation Standard Specifications require that award of project be made within thirty (30) calendar days after opening of proposals. **Therefore, the warrant will have to be furnished to this office not later than, Wednesday, April 24, 2019.**

Sincerely,

A handwritten signature in blue ink, appearing to read "D.E. Phillips".

D.E. Phillips, P.E.
State Local Transportation Engineer

DEP:nk

Attachment(s)

cc: James D. Brown, P.E. (West Central Regional Engineer)
Joseph C. Blankenship, P.E. (Area Operations Engineer)
David A. Kemp, P.E., (West Central Pre-Construction Engineer)
Clay McBrien, P.E. (Ms. Lori Coleman)
Kelly Brendle, Chief Financial Officer (Ms. Tamiko Jordan)
File

INVOICE
ALABAMA DEPARTMENT OF TRANSPORTATION

Date: April 13, 2020

Bill To: The Honorable Rob Robertson
Chair, Tuscaloosa County Road Improvement Commission

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

Address Remittance to: D.E. Phillips, P.E.
State Local Transportation Engineer
Alabama Department of Transportation
Administrative Building
1409 Coliseum Blvd., Room 110
Montgomery, AL 36110-2060

<p>Tuscaloosa County Road Improvement Commission</p> <p>Construction Costs plus E & I for: Addition of turn lanes on SR-69 from Mae Hinton Blvd North to 65th St.</p> <p>TRC-ST-063-999-043 Less State Public Road & Bridge Funds</p> <p>TRC Funds Due</p>	<p>\$1,770,203.97</p> <p>\$ 170,203.97</p> <p>\$1,600,000.00</p>
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TRC FUNDS DUE: ----- \$1,600,000.00

See agreement dated: July 9, 2020

Authorized: March 9, 2020

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

Sworn and subscribed to before me:



Claimant's Signature

April 21 2020



Notary Public