

RESOLUTION OF THE
TUSCALOOSA COUNTY ROAD IMPROVEMENT COMMISSION

RESOLUTION NO. 20-011

**DECLARATION OF INTENT TO REIMBURSE FROM PROCEEDS OF
FINANCING OBTAINED TCRIC EXPENDITURES UNDER ITS FUNDING
OBLIGATION FOR THE SR-69 SOUTH AT SR-7 PROJECT**

WHEREAS, on March 25, 2019, the Tuscaloosa County Road Improvement Commission (TCRIC) authorized a joint funding agreement with the Alabama Department of Transportation (ALDOT) for the SR-69 at SR-7 from north of Plantation Road to just south of the I-20/59 interchange (the “Project”) (attached as Exhibit “A” to this resolution as further description and incorporated by reference herein); and

WHEREAS, TCRIC is currently evaluating funding options for this commitment through debt financing of up to \$30,000,000 (Thirty Million Dollars and No Cents), while using interim funding from its operating budget and through other means to timely honor its funding obligations as they arise for the Project; and

WHEREAS, TCRIC now declares its intent to reimburse any and all qualifying expenditures which are directly and indirectly reasonably related to its funding obligations as outlined in its agreement with ALDOT. (See, Exhibit “A”).

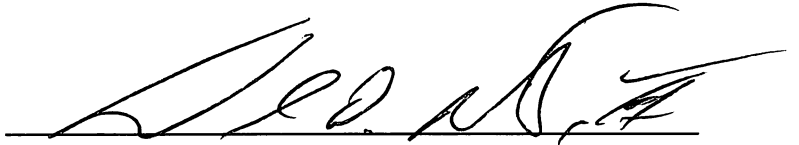
NOW, THEREFORE, BE IT RESOLVED by the Tuscaloosa County Road Improvement Commission, that it hereby declares its intent to reimburse any and all qualifying expenditures made from its operating budget or through other means for direct and indirect cost reasonably related to its funding commitment with the Alabama Department of Transportation for the Project.

BE IT FURTHER RESOLVED that this resolution shall become immediately effective upon adoption by this Commission.

RESOLVED AND DONE this 27 day of July, 2020.

Tuscaloosa County Road Improvement Commission

BY:

A handwritten signature in black ink, appearing to read 'Ward D. Robertson, III', is written over a horizontal line.

Judge Ward D. Robertson, III, Chairman

EXHIBIT A
to TCRIC Res. 20-011

**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.

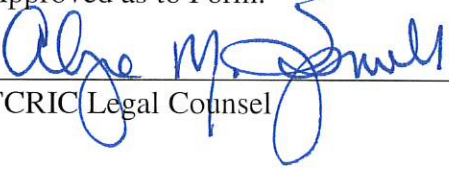
SECTION TWO. The total funding split between the STATE and COMMISSION for Project 1 as provided for in this Amendment shall not change the total funding obligations of the parties under the original Agreement.

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:



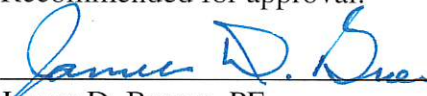
TCRIC Legal Counsel

Approved as to Form:



ALDOT Chief Counsel

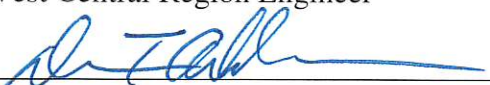
Recommended for approval:



James D. Brown, PE
West Central Region Engineer




Ed Phillips, PE
Local Transportation Engineer



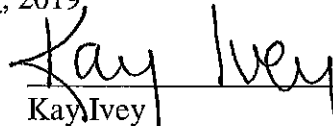
Don T. Arkle, PE
Chief Engineer

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

**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**

EXHIBIT A

**AGREEMENT
FOR
PRELIMINARY ENGINEERING, RIGHT-OF-WAY ACQUISITION,
UTILITY AND CONSTRUCTION
BETWEEN THE STATE OF ALABAMA
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; in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Tuscaloosa Urbanized Area and certain transportation improvements and priorities are listed therein; and

WHEREAS, it is in the public interest for the STATE and the COMMISSION to cooperate toward the implementation of the Transportation Improvement Program; and

WHEREAS, the STATE and COMMISSION desire to cooperate in a preliminary design engineering, construction engineering and inspection services, right-of-way acquisition, utility relocation, and construction program for the following Projects listed in this Agreement in the City of Tuscaloosa:

PROJECT 1

SR-69 South: SR-69 Plantation Road to I-59 (Project I)*

Preliminary Engineering	Add lanes; grade separation	Eligible toward Project cost
Right-of-Way	Add lanes; grade separation	Eligible toward Project cost
Utility	Add lanes; grade separation	Eligible toward Project cost
Construction	Add lanes; grade separation	Eligible toward Project cost

PROJECT 2

SR-69 North: SR-69 at Union Chapel Road (Project L)*

Preliminary Engineering	Realignment; signal removal	Eligible toward Project cost
Right-of-Way	Realignment; signal removal	Eligible toward Project cost
Utility	Realignment; signal removal	Eligible toward Project cost
Construction	Realignment; signal removal	Eligible toward Project cost

SR-69 North: SR-69 at Charley Shirley Road (Project M)*

Preliminary Engineering	Realignment	Eligible toward Project cost
Right-of-Way	Realignment	Eligible toward Project cost
Utility	Realignment	Eligible toward Project cost
Construction	Realignment	Eligible toward Project cost

SR-69 North: SR-69 at Martin Road (Project N)*

Preliminary Engineering	Turn lanes	Eligible toward Project cost
Right-of-Way	Turn lanes	Eligible toward Project cost
Utility	Turn lanes	Eligible toward Project cost
Construction	Turn lanes	Eligible toward Project cost

PROJECT 3

Jack Warner Parkway: 21st Avenue to Stillman Boulevard (Project J)*

Preliminary Engineering	Add lanes	Eligible toward Project cost
Right-of-Way	Add lanes	Eligible toward Project cost
Utility	Add lanes	Eligible toward Project cost
Construction	Add lanes	Eligible toward Project cost

PROJECT 4

US-82: Rose Boulevard to Hospital Drive (Project A)*

Preliminary Engineering	Access management	Eligible toward Project cost
Right-of-Way	Access management	Eligible toward Project cost
Utility	Access management	Eligible toward Project cost
Construction	Access management	Eligible toward Project cost

US-82: Hospital Drive to Rice Mine Road (Project B)*

Preliminary Engineering	Add lanes	Eligible toward Project cost
Right-of-Way	Add lanes	Eligible toward Project cost
Utility	Add lanes	Eligible toward Project cost
Construction	Add lanes	Eligible toward Project cost

US-82: Rice Mine Road to University Boulevard (Project C)*

Preliminary Engineering	Add lanes	Eligible toward Project cost
Right-of-Way	Add lanes	Eligible toward Project cost
Utility	Add lanes	Eligible toward Project cost
Construction	Add lanes	Eligible toward Project cost

US-82: University Boulevard Interchange (Project D)*

Preliminary Engineering	Add lanes	Eligible toward Project cost
Right-of-Way	Add lanes	Eligible toward Project cost
Utility	Add lanes	Eligible toward Project cost
Construction	Add lanes	Eligible toward Project cost

US-82: 15th Street to Skyland Boulevard (Project E)*

Preliminary Engineering	Access management	Eligible toward Project cost
Right-of-Way	Access management	Eligible toward Project cost
Utility	Access management	Eligible toward Project cost
Construction	Access management	Eligible toward Project cost

US-82: At US-11 (Project F)*

Preliminary Engineering	Grade separation	Eligible toward Project cost
Right-of-Way	Grade separation	Eligible toward Project cost
Utility	Grade separation	Eligible toward Project cost
Construction	Grade separation	Eligible toward Project cost

US-82: US-82/SR-215/Bear Creek Cutoff (Project G)*

Preliminary Engineering	Intersection improvements	Eligible toward Project cost
Right-of-Way	Intersection improvements	Eligible toward Project cost

Utility	Intersection improvements	Eligible toward Project cost
Construction	Intersection improvements	Eligible toward Project cost

PROJECT 5

US-43/SR-69: 15th Street to University Boulevard

Preliminary Engineering	Parking removal; pavement rehabilitation	Eligible for STATE participation only
Right-of-Way	Parking removal; pavement rehabilitation	Eligible for STATE participation only
Utility	Parking removal; pavement rehabilitation	Eligible for STATE participation only
Construction	Parking removal; pavement rehabilitation	Eligible for STATE participation only

PROJECT 6:

Bear Creek Cutoff Road (SR-69 to SR-215) (Project H)*

Preliminary Engineering	Add lanes	Eligible toward Project cost
Right-of-Way	Add lanes	Eligible toward Project cost
Utility	Add lanes	Eligible toward Project cost
Construction	Add lanes	Eligible toward Project cost

- Project designations as shown above and on the attached Exhibit B to this agreement incorporate by reference construction engineering and inspection costs as well.

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

- (1) Except as otherwise provided in this Agreement, the STATE will perform or have performed all services required to fulfill the purposes of this Agreement, consistent with paragraph 9 of this agreement.
- (2) The Commission shall be responsible for the acquisition of right-of-way and utility relocation for Projects 2 and 6 and such expenditures shall be credited toward its 50 percent funding obligation as outlined hereinbelow. The STATE will be responsible for funding all of Project 5 including as specifically outlined in

paragraph 6 hereinbelow.

Maintenance agreements shall be executed as applicable, upon completion of each project. The STATE will be responsible for funding 50 percent of the remaining Projects cost and the COMMISSION will be responsible for 50 percent of the remaining Projects cost excluding Project 5 and including all direct and indirect costs, not to exceed the following amounts:

	<u>Total Estimated Cost</u>	<u>Estimated STATE Cost</u>	<u>Estimated COMMISSION Cost</u>
*Preliminary Design Engineering, Right-of-Way Acquisition, Utility Relocation, and Construction, including engineering and inspection for Projects 1, 2, 3, 4 and 6	\$183,100,000	\$91,550,000	\$91,550,000
*Preliminary Design Engineering, Right-of-Way Acquisition, Utility Relocation, and Construction, including engineering and inspection for Project 5	<u>\$ 10,700,000</u>	<u>\$10,700,000</u>	<u>\$ 0</u>
TOTAL	\$193,800,000	\$102,250,000	\$91,550,000

The COMMISSION will provide funds for Projects in the first three (3) years of the Agreement beginning FY 2017 (FY 2017, 2018, 2019). The STATE will provide funds for Projects in FY 2020, 2021, and 2022, provided, however, that the STATE may initiate funding prior to FY 2020 should additional funding become available through state or federal sources, inclusive of the redistribution, reallocation, reapportionment or other transference of authorized, and carryover federal funds for Tuscaloosa projects as shown on Exhibit "A" to this Agreement. The Parties agree that Priority Project D within Project 4, University Boulevard Interchange, and Priority Project 6 (also shown as Priority Project G), Bear Creek

Intersection Improvements, shall be initiated by STATE as expeditiously as feasible as determined by State.

- (3) Projects are not listed in any rank or priority and there is no obligation to fully fund each project before moving to the next project listed. The COMMISSION and STATE will take into account time needed for plan development and other preconstruction activities when scheduling projects for advancement. ✓

- (4) It is understood by the STATE and the COMMISSION that this is a 6-year Project funding plan for the agreed-upon Projects listed in this Agreement, including Exhibit B. Written notice shall be provided to the State or Commission when either party authorizes any phase of a priority project listed in this Agreement and shall at that time provide the funding and project timetable for such project. ✓

Upon execution of this Agreement, the COMMISSION agrees to be invoiced by the STATE for the Commission's share, upon agreement by the parties of the total estimated amount of each phase of the work before the STATE will authorize the work to proceed for the portion of any project. When applicable, the COMMISSION, upon notification by the STATE, will provide the total estimated amount of funds for each phase of work before the STATE will authorize each phase of the work to proceed. This will include Preliminary Engineering, Construction Engineering and Inspection, Right-of-Way Acquisition, Utilities, and Construction phases as they become ready to be authorized. ✓

The COMMISSION and the STATE will be credited the project completion cost committed by this Agreement toward the total contract cost of either party for any project activity it completes for projects contained in this Agreement. Project

expenditures above the Priority Project Projections shown for each individual project to this Agreement will be credited toward the contract cost obligation of either party. The parties will provide a statement of expenditures as of January 30th regarding the amounts expended as of December 31st of the prior year for each year of this Agreement itemizing the amounts expended by each party toward its 50% funding obligation. This January 30th prior year report will be provided until this Agreement is completed or otherwise terminates and will also be provided upon reasonable notice and request by either party.

- (5) All financial participation of this Agreement is based on supporting financial documentation provided by the COMMISSION and the STATE. Each party shall periodically provide information to the other party concerning the costs incurred on each Project covered by this Agreement. All costs must be supported by appropriate financial documents that comply with all applicable laws, rules, and regulations concerning the expenditure of COMMISSION, STATE, and Federal funds
- (6) A final review will be made of all Project records after the completion of all Projects. A final financial settlement will then be made between the parties as reflected by the final review and this Agreement. A final audit will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414 and final financial disclosures and accounting made as required therein.

Any overrun of the Estimated Cost of \$183,100,000 will be shared equally by the parties to this Agreement but any overrun of the Estimated Cost of \$10,700,000

for Project 5 will be the sole responsibility of the STATE. Any underruns of the Total Estimated Cost of \$183,100,000 will be shared equally by the COMMISSION and STATE.

- (7) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (8) Additional Projects or Project phases may be added to this Agreement by supplemental agreement if Project funds are available for the additional Projects or Project phases. The COMMISSION and STATE must approve any additional Projects or Project phases before they are eligible for financial participation and included in a supplemental agreement.
- (9) The STATE will be responsible for the development of plans, all other right-of-way acquisition, or utility relocation, and the construction of all Projects, unless otherwise agreed to by the parties. The Commission or its designee shall have sole right to choose whether to use the State for any projects, or portion of projects, funded solely by the Commission.
- (10) By entering into this Agreement, the COMMISSION is not an agent of the STATE, its officers, employees, agents or assigns. The COMMISSION is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties. ✓
- (11) 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.

- (12) The Parties recognize that Section 23-1-63, Code of Alabama 1975, applies to this Agreement and may affect or delay the availability of funding or timing of a project. ✓
- (13) Nothing will be construed under the terms of this Agreement by the STATE or the COMMISSION that will cause any conflict with Section 23-1-63, Code of Alabama 1975.
- (14) Exhibits M and N are attached and hereby made a part of this Agreement.

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

APPROVED AS TO FORM:

Allye M. Small
TCRIC Counsel

TUSCALOOSA COUNTY ROAD
IMPROVEMENT COMMISSION

By: W. Hardy McConum
W. Hardy McConum, Chairman

APPROVED AS TO FORM:

BY: Jim R. Ippolito, Jr.
Chief Counsel, Jim R. Ippolito, Jr.

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

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

Robert J. Jilla
Multimodal Transportation Engineer, Robert J. Jilla ✓

Don T. Arkle
Chief Engineer, Don T. Arkle, P. E. ✓

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

John R. Cooper
Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama this 22nd day
of June, 20 16.

Robert Bentley
GOVERNOR OF ALABAMA, ROBERT BENTLEY

W. Hardy McConum

RESOLUTION NUMBER _____

BE IT RESOLVED, by the Tuscaloosa County Road Improvement Commission as follows:

1. That the Commission has authorized its Chairman to enter into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

The Projects listed in this Agreement are on pages 2-5 for the Commission and also more particularly described in the attached Exhibit "B"; which Agreement is before this Commission.

2. That the Agreement be executed in the name of the Commission, by its Chairman, for and on its behalf.
3. That the Agreement be sworn to and certified by a Notary in and for the State of Alabama, at large, with Notary seal affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the Commission.

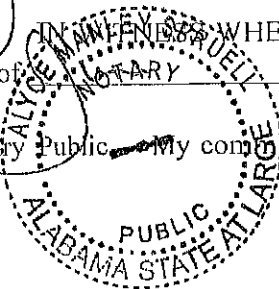
Passed, adopted and approved this 10th day of June, 20 14.

W. Mark McClellan
Chairman

I, a duly Notary Public, for the State of Alabama, at large, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the Commission of the Commission named therein, at a regular meeting of such Commission held on the 10th day of June, 20 14, and that such resolution is on file in the Commission records.

WHEREOF, I have hereunto set my hand and affixed my seal on this 20th day of June, 2014

Notary Public Allye M. Spivey My commission expires: 5/16/18



Allye M. Spivey

EXHIBIT
A

URBAN AREA FUNDING AVAILABILITY REPORT

Table 16

URBAN AREA	PROJECT NO.	PROJECT DESCRIPTION	SCOPE	FEDERAL FUNDS	Start Date	Status	Authorized
TUSCALOOSA							8/12/2016

TOTALS FOR FISCAL YEAR 2015

Prior FY Carryover	\$19,460,181	Authorized Projects	\$0	Unobligated Balance	\$22,388,282
FY Apportionment	\$2,928,131	Planned Projects	\$0	Remaining Balance	\$22,388,282
FY Special Allocation	\$0	Total Project Funds	\$0		
Total Funds	\$22,388,282				

10303464	MILK BLVD FR SNOWS MILL AVE TO SR-69 WIDEN TO 3 LNS SPONSOR CITY OF NORTHPORT	RW	\$674,816	09/01/2015	Planned
10303485	WATERMELON RD FR US-82 TO SNOWS MILL AVE WIDEN TO 3 LNS SPONSOR CITY OF TUSCALOOSA	RW	\$437,471	09/01/2015	Planned
103049701	CR-729 (MCWRIGHTS FERRY RD) EXTENSION FROM CR-725 (NICE MINE RD) TO CR-699 (NEW W)	RW	\$1,371,741	05/01/2015	Planned
103049705	CR-729 (MCWRIGHTS FERRY RD) EXTENSION FROM CR-725 (NICE MINE RD) TO CR-695 (NEW W)	UT	\$1,343,897	05/01/2015	Planned
103053049	REALIGNMENT OF INTERSECTION SR-69 @ CR-62 (UNION CHAPEL RD)	RW	\$378,144	11/01/2015	Planned
103053050	REALIGNMENT OF INTERSECTION SR-69 @ CR-62 (UNION CHAPEL RD)	UT	\$428,503	03/01/2016	Planned
103053051	REALIGNMENT OF INTERSECTION SR-69 @ CR-62 (UNION CHAPEL RD)	CN	\$793,643	02/24/2016	Planned

TOTALS FOR FISCAL YEAR 2016

Prior FY Carryover	\$22,388,282	Authorized Projects	\$0	Unobligated Balance	\$25,316,423
FY Apportionment	\$2,928,131	Planned Projects	\$9,037,412	Remaining Balance	\$16,279,011
FY Special Allocation	\$0	Total Project Funds	\$9,037,412		
Total Funds	\$25,316,423				

103094800	MILK BLVD FR SNOWS MILL AVE TO SR-69 WIDEN TO 3 LNS SPONSOR CITY OF NORTHPORT	CN	\$5,302,186	07/28/2017	Planned
103094811	WATERMELON RD FR US-82 TO SNOWS MILL AVE WIDEN TO 3 LNS SPONSOR CITY OF TUSCALOOSA	CN	\$441,849	05/01/2017	Planned
103043870	MILK BLVD FR SNOWS MILL AVE TO SR-69 WIDEN TO 3 LNS SPONSOR CITY OF NORTHPORT	UT	\$441,849	03/01/2017	Planned
103043871	WATERMELON RD FR US-82 TO SNOWS MILL AVE WIDEN TO 3 LNS SPONSOR CITY OF TUSCALOOSA	UT	\$266,116	03/01/2017	Planned
103051800	WIDEN AND RESURFACE JACK WARNER PKWY/M KING BOULEVARD FROM 21ST AVE TO 9TH E	RW	\$1,444,222	01/01/2017	Planned
103051851	WIDEN AND RESURFACE JACK WARNER PKWY/M KING BOULEVARD FROM 21ST AVE TO 9TH E	UT	\$618,892	08/01/2017	Planned
103051852	WIDEN AND RESURFACE JACK WARNER PKWY/M KING BOULEVARD FROM 21ST AVE TO 9TH E	CN	\$5,290,412	05/29/2017	Planned

TOTALS FOR FISCAL YEAR 2017

Prior FY Carryover	\$16,279,011	Authorized Projects	\$0	Unobligated Balance	\$19,287,141
FY Apportionment	\$2,928,131	Planned Projects	\$14,864,579	Remaining Balance	\$4,402,563
FY Special Allocation	\$0	Total Project Funds	\$14,864,579		
Total Funds	\$19,287,142				

TOTALS FOR FISCAL YEAR 2018

Prior FY Carryover	\$4,402,563	Authorized Projects	\$0	Unobligated Balance	\$7,330,694
FY Apportionment	\$2,928,131	Planned Projects	\$0	Remaining Balance	\$7,330,694
FY Special Allocation	\$0	Total Project Funds	\$0		
Total Funds	\$7,330,694				

TOTALS FOR FISCAL YEAR 2019

Prior FY Carryover	\$7,330,694	Authorized Projects	\$0	Unobligated Balance	\$10,258,828
FY Apportionment	\$2,928,131	Planned Projects	\$0	Remaining Balance	\$10,258,828
FY Special Allocation	\$0	Total Project Funds	\$0		
Total Funds	\$10,258,828				

EXHIBIT B

TCRIC Projects											
Project	Route	Project Limits	Scope	ROW Begin	Estimated ROW Cost (\$Million)	Utilities Begin	Estimated Utility Cost (\$Million)	Construction Begin	Construction Completion	Estimated Constr Cost (\$Million)	Total Cost (\$Million)
A	US-82	Rose Blvd to Hospital Dr	Access Management	-	-	Sep-2016	1.7	Mar-2017	Jul-2018	6.7	8.8
B	US-82	Hospital Dr to Rice Mine Rd	Add Lanes	Sep-2016	0.3	Jan-2017	0.9	Jun-2017	Sep-2019	16.0	17.8
C	US-82	Rice Mine Rd to Univ Blvd	Add Lanes	Dec-2016	0.2	Apr-2017	1.5	Oct-2017	Jan-2020	29.0	31.9
D	US-82	Univ Blvd Interchange	Add Lanes	Aug-2016	1.5	Aug-2016	1.1	Jan-2017	Apr-2018	3.9	7.0
E	US-82	15th St to Skyland Blvd	Access Management	-	-	Nov-2016	0.8	Apr-2017	Feb-2019	8.4	9.7
F	US-82	US-82/US-41	Grade Separation	Mar-2017	2.5	Jun-2017	2.7	Dec-2017	Sep-2020	16.0	22.5
G	US-82	US-82/SR-215/Bear Ck Cutoff	Intersection Improvements	-	-	Oct-2016	0.1	May-2016	Aug-2017	2.4	2.3
H	Bear Creek Cutoff	SR-69 to SR-215	Add Lanes	Dec-2016	0.4	Mar-2017	3.1	Jul-2017	Mar-2019	6.0	10.2
I	SR-69	Plantation Rd to I-59	Add Lanes; Grade Separation	Oct-2016	2	Dec-2016	2.8	Apr-2017	Oct-2019	40.0	46.0
J	Jack Warner Pkwy	21st Ave to Stillman Blvd	Add Lanes	Feb-2017	1.8	Jun-2017	2.0	Jan-2018	Sep-2019	14.4	18.8
L	SR-69	Union Chapel Rd	Realignment; Signal Removal	May-2016	0.5	Aug-2016	0.6	Nov-2016	Feb-2018	2.8	3.9
M	SR-69	Charlie Shirley Rd	Realignment	Sep-2016	0.2	Dec-2016	0.4	May-2017	Aug-2018	2.0	2.8
N	SR-69	Martin Rd	Turn Lanes	-	-	Aug-2016	0.2	Jan-2017	Sep-2017	1.0	1.4

4/26/2016

7/18/90

Exhibit M

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

TERMINATION DUE TO INSUFFICIENT FUNDS

If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

In the event of pro ration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

ADR CLAUSE

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

**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**

EXHIBIT B



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334/242-6311 • Fax No.: 334/262-8041

Kay Ivey
Governor



John R. Cooper
Transportation Director

July 25, 2018

The Honorable Hardy McCollum, Chairman
Tuscaloosa County Road Improvement Committee
714 Greensboro Ave
Tuscaloosa, AL 35401

**RE: Project No. TRIC-STPAAF-0069(540)
SR-69 Intersection Improvements from Plantation Rd to I-59
Tuscaloosa County**

Dear Judge McCollum:

Attached is Invoice #1 for the estimated Right-of-Way (ROW) costs associated with the above-referenced project.

The Alabama Department of Transportation (ALDOT) will periodically invoice the Tuscaloosa County Road Improvement Commission (TCRIC) for costs associated with ROW acquisition as necessary to advance the project to construction authorization.

Please remit payment in the amount of \$750,000.00 to the address shown on the invoice. If you have questions, feel free to contact me at (334) 242-6751.

Sincerely,

Edward N. Austin, P.E.
Assistant Chief Engineer

ENA

Attachment(s)

cc: Mr. Don T. Arkle, P.E.
Mr. James D. Brown, P.E.
Mr. Clay P. McBrien, P.E.
File

INVOICE
ALABAMA DEPARTMENT OF TRANSPORTATION

Date: July 25, 2018

Bill To: Judge Hardy McCollum, Chairman
Tuscaloosa County Road Improvement Commission

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

Address Remittance to: Edward N. Austin, P.E.
Assistant Chief Engineer, Policy & Planning
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, AL 36110-2060

Tuscaloosa County Road Improvement Commission (TCRIC) FEIN 81-1682170	
INVOICE #1 Partial Right-of-Way (ROW) estimated costs for: SR-69 Intersection Improvements from Plantation Road to the I-59 Overpass	
TRIC-STPAAF-0069(540)	\$ 750,000.00
TCRIC Funds Due	\$ 750,000.00

TCRIC FUNDS DUE: ----- **\$ 750,000.00***

*Represents portion of estimated ROW costs, subsequent invoice(s) to be provided as work progresses

See Agreement Dated: Pending


Authorized: Pending


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

Sworn and subscribed to before me:



Claimant's Signature

 July 25, 2018



Notary Public