



Robert Bentley
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624



John R. Cooper
TRANSPORTATION DIRECTOR

October 4, 2016

RECEIVED

OCT 7 2016

**BALDWIN COUNTY
HIGHWAY DEPARTMENT**

Mr. Cal Markert, P.E.
County Engineer
Baldwin County Highway Department
P.O. Box 220
Silverhill, AL. 36576

Dear Mr. Markert:

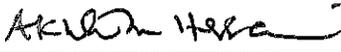
RE: STPOA-0216(), CPMS 100065663
Sidewalk on Gayfer Road Extension (CR-30)
from Bishop Road to Meadowbrook Dr.
Baldwin County

Enclosed is one (1) copy of the executed Agreement covering the financing of the Preliminary Engineering cost between the State and Baldwin County on the above-referenced project. This document is being sent for you information and file.

Should you have any questions or need additional information regarding this matter, please contact Mr. Andrew Wood at (251) 470-8320.

Sincerely,

Vincent E. Calametti, P.E., Region Engineer

By: 
Akhter B. Hossain, Ph.D., P.E.
Pre-Construction Engineer - Mobile

ABH/jcr
Enclosure
c: File w/ enclosure



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36130-3050



Robert Bentley
Governor

John R. Cooper
Transportation Director

September 20, 2016

MEMORANDUM

TO: Mr. Clay P. McBrien, P.E.
State Office Engineer

FROM: Robert J. Jilla *Bob Krafs*
Multimodal Transportation Engineer

SUBJECT: Project STPOA-0216()
Project Reference Number: 100065663
Sidewalk on Gayfer Road Extension (CR-30) from
Bishop Road to Meadowbrook Drive
Baldwin County

The attached original agreement with Baldwin County provides for the above referenced project.

By copy of this memorandum, Mr. Vincent Calametti, Southwest Region Engineer is requested to furnish a copy of the agreement to the County. The County's Commission Chair should be cautioned that any cost for the work associated with this project performed before authorization by FHWA and notice to proceed from the Region Engineer is not eligible for reimbursement.

If you have questions, please call Rebecca Fulks at (334) 353-6439.

RJJ/RS:rwf

Attachment

cc: Mr. Vincent Calametti (1 set)
Mrs. Tamiko Jordan (1 set)
Mrs. Jan Roby (1 set)
Mr. Bill Flowers (Audits)
File



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard, Montgomery, Alabama 36130-3050



Robert Bentley
Governor

John R. Cooper
Transportation Director

August 31, 2016

MEMORANDUM

TO: Mr. John R. Cooper
Transportation Director

ATTN: Mr. Don T. Arkle, P.E.
Chief Engineer

FROM: Robert J. Jilla *RJJ*
Multimodal Transportation Engineer

SUBJECT: STPOA-0216()
Sidewalk on Gayfer Road Extension (CR-30)
from Bishop Road to Meadowbrook Drive
Baldwin County, Alabama
Project Reference Number: 100065663

JS 9-6-16

EQ

OK



The attached referenced original agreement between the State of Alabama and Baldwin County is recommended for your approval.

Funds for this project are provided by the Federal Highway Administration under the Surface Transportation Program Other Area (STPOA). The funds for this project are directed by the Eastern Shore Metropolitan Planning Organization (MPO) and are listed in the MPO's Transportation Improvement Program (TIP). This project has a budget of \$22,220.00 and a funding ratio of 80% federal funds (\$17,776.00) and 20% local funds (\$4,444.00).

This is a preliminary engineering project.

RJJ:RS:rwf
Attachment
c: file

**AGREEMENT
FOR
PRELIMINARY ENGINEERING**

**BETWEEN THE STATE OF ALABAMA
AND
THE BALDWIN COUNTY COMMISSION**

**PROJECT STPOA-0216()
Sidewalk on Gayfer Road Extension (CR-30) from
Bishop Road to Meadowbrook Drive
Baldwin County, Alabama
Reference Number:100065663**

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 Baldwin County Commission, hereinafter referred to as COUNTY, in cooperation with the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the FHWA; and

WHEREAS, a Transportation Improvement Program has been developed for the Eastern Shore urbanized area and certain transportation improvements and priorities are listed therein; and

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

WHEREAS, the STATE and the COUNTY desire to cooperate in a preliminary engineering project to add a sidewalk on Gayfer Road Extension (CR-30) from Bishop Road to Meadowbrook Drive.

WHEREAS, Federal transportation funds are dedicated specifically to the Eastern Shore Area by the 2015 Fixing America's Surface Transportation Act (FAST Act), as directed by the Eastern Shore Metropolitan Planning Organization (MPO), and hereinafter referred to as Surface Transportation Program Other Area (STPOA);

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

- 1) This Agreement will cover all funding of preliminary engineering for the proposed improvements, all in accordance with plans approved by the STATE. The Southwest Region of the Alabama Department of Transportation will be the lead agency for the STATE relative to the work under this agreement and will be the point of contact for the COUNTY.
- 2) Cost for the project will be financed, when eligible for federal participation, on the basis of 80 percent federal funds and 20 percent COUNTY funds. Funding for this agreement is subject to availability of Federal Aid funds at the time of authorization. Funds will be available for obligation when

allocation by FHWA is made and will be at the level prescribed by FHWA. The estimated cost and participation by the various parties are as follows:

	Total Estimated Cost	Estimated Federal Funds	Estimated Local Funds
Preliminary Engineering	<u>\$22,220.00</u>	<u>\$17,776.00</u>	<u>\$4,444.00</u>
Total	<u>\$22,220.00</u>	<u>\$17,776.00</u>	<u>\$4,444.00</u>

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the COUNTY will be responsible for its proportional share.

- 3) Any cost for work not eligible for Federal participation will be financed 100 percent by the COUNTY, which payment will be reflected in the final audit.
- 4) The preliminary engineering phase is hereby defined as that work necessary to advance the development of the Project through construction authorization by the FHWA. The preliminary engineering will be performed by or for the COUNTY and will include all environmental studies and documentation required by FHWA. Plans will be prepared by or for the COUNTY as a part of the project cost. If the COUNTY elects to utilize the service of a consulting engineer for any preliminary engineering and utilized these funds for such work, it will be necessary for the COUNTY to follow the procedures established by the ALDOT for selecting consulting engineers. It will also be necessary to obtain the permission of ALDOT before beginning the consultant selection process.
- 5) Acquisition of real property by the COUNTY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance Act, all federal environmental laws, and all other applicable state and federal laws.
- 6) The COUNTY will coordinate any required adjustments to utilities with the utility company involved in accordance with usual STATE procedures.
- 7) The project will commence upon execution of this agreement and upon written authorization to proceed from the STATE directed to the COUNTY.
- 8) It is expressly understood that this is a cost reimbursement program and no federal funds will be provided to the COUNTY prior to accomplishment of work for which reimbursement is requested.
- 9) The COUNTY will, when appropriate, submit invoices to the STATE for reimbursement for work performed by or for the COUNTY in carrying out the terms of this agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Fourth Division Engineer for payment. The COUNTY may bill the STATE not more often than once per month for the funds due for work performed

under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid and the invoice will be notarized. All invoices will be approved by the STATE.

- 10) Invoices for any work performed by the COUNTY under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- 11) Upon completion and acceptance of the work by the STATE, the COUNTY will assume full responsibility for maintenance of that part of the improvements which are not part of the Alabama Highway Maintenance System.
- 12) The COUNTY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to the rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- 13) A final audit will be made of all project records after the completion of the project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with ACT 1994, No.94-414. A final financial settlement will be made between the parties as reflected by the final audit and this Agreement.
- 14) The performance of the work covered by this Agreement will be in accordance with the current requirements of the STATE and FHWA.
- 15) The STATE will assist the COUNTY, if necessary, in any public involvement actions that may be required.
- 16) Each party will provide without cost to the other, information available from its records that will facilitate the performance of the work.
- 17) The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of

funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

- 18) Retention of Records: The COUNTY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- 19) Any dispute concerning a question of fact in connection with the work not disputed of by this Agreement between the COUNTY and the STATE will be referred to the director of the State of Alabama Department of Transportation, whose decision will be final.
- 20) Exhibits M and N are hereby attached to and made a part of this Agreement.
- 21) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- 22) Either party has the right to terminate this Agreement at any time by giving thirty (30) days written notice of termination. Said notice will be mailed by certified or registered mail.
- 23) 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.
- 24) 7/24th Law: Nothing shall be construed under the terms of this Agreement by the COUNTY or the STATE that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

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 hereinafter stated as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

BALDWIN COUNTY, ALABAMA

BY: [Signature]
County Administrator (Signature)

BY: [Signature]
Commission Chairman (Signature)

[Name]
Type Name of County Administrator

Tucker Dorsey
Type name of Commission Chairman

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

BY: [Signature]
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

[Signature]
Vincent E. Calametti, P.E.
Southwest Region Engineer

[Signature]
Robert J. Jilla
Multimodal Transportation Engineer

[Signature]
Don T. Arkle, P.E.
Chief Engineer

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

[Signature]
John R. Cooper, Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this 20th day of September, 2016.

[Signature]
Robert Bentley
Governor, State of Alabama

CONSULTANT 3/19/90
REVISED 7/18/90
REVISED 6/16/11

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

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 participant/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.

CONSULTANT 2/15/95
REVISED 5/30/02
REVISED 6/16/11
REVISED 10/2/15
REVISED 10/28/2015

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

The CONSULTANT 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.

RESOLUTION NUMBER 2016-108

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

Project STPOA-0216(), Project Reference Number 100065663, a preliminary engineering project to add a sidewalk on Gayfer Road Extension (CR-30) from Bishop Road to Meadowbrook Drive, in Baldwin County, Alabama;

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

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

Passed, adopted, and approved this 16th day of August,
20 16.

ATTESTED:

Ronald J. Ah
County Administrator

Thom D.
Chairman, County Commission

I, the undersigned qualified and acting County Administrator of Baldwin County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the 16th day of August, 20 16, and that such resolution is of record in the records of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this 16th day of August, 20 16.

Ronald J. Ah
County Administrator

