



Kay Ivey
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD NORTH
MOBILE, ALABAMA 36618-1109
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John R. Cooper
TRANSPORTATION DIRECTOR

December 17, 2019

The Honorable John Koniar, Mayor
City of Foley
P.O. Box 1750
Foley, Alabama 36535

Dear Mayor Koniar:

RE: **Project No. HSIP-0219()**
Construct Offset Left Turn Lanes on Foley Beach Express at CR 12
City of Foley
Reference Numbers: 100069229 and 100068989

Enclosed is one copy of Supplemental Agreement No. 1 between the State and the City of Foley for the above-referenced project. Please review the agreement, and if you find it acceptable, please have it executed and returned to this office. A certified resolution affixed with the city seal which authorizes you to sign the agreement should be included with this document. The city seal should also be affixed to the signed agreement.

Please return the above-mentioned items to my office for further handling. After all of the required signatures have been obtained, a copy of the agreement will be returned to you.

Should you have any questions or need additional information regarding this matter, please contact Mr. Tommy Goodman at (251) 450-2630.

Sincerely,

MATTHEW J. ERICKSEN, P. E., REGION ENGINEER

By: 

Thomas W. Goodman, Jr., P.E.
Local Transportation Engineer-Mobile

TWG/

Enclosure

c: Mr. Chad Christian, P.E., City Engineer (Letter Only)
Mr. Michael Hora, P.E., Local Transportation Bureau (Letter Only)
File w/ enclosure

**PRELIMINARY ENGINEERING AND CONSTRUCTION
AGREEMENT
FOR A
HSIP
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND
CITY OF FOLEY
Baldwin County**

**Project No. HSIP-0219()
CPMS Ref# 100069229 & 100068989
Supplemental Agreement No. 1**

PART ONE (1): INTRODUCTION

This Supplemental 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 City of Foley, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the construction of offset left turn lanes on Foley Beach Express at CR-12; Project# HSIP-0219(); CPMS Ref# 100069229 & 100068989.

WHEREAS, the STATE and the CITY desire to amend the Agreement entered into on the 11th day of January 2019, by execution of this supplemental Agreement.

NOW, THEREFORE, the parties hereto, for, and consideration of the premises stated herein, do hereby mutually promise, stipulate, and agree that the foregoing Agreement between the parties dated January 11, 2019 be and the same is hereby amended in the following respect:

1. Page 1, paragraph (A) of the foregoing Agreement is hereby amended to read as follows: Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. Cost for the Preliminary Engineering project, CPMS Ref# 100069229 will be financed, when eligible for Federal participation, on the basis of 90 percent Federal funds and 10 percent CITY funds. Cost for the Construction project, CPMS Ref# 100068989, will be limited to \$321,492.60 HSIP funds. Any deficiency in Federal Aid or overrun in costs will be borne by the CITY from CITY funds unless approved in writing by the STATE. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 90% of eligible costs, whichever is less.
2. Pages 1 & 2, paragraph (B) of the foregoing Agreement is hereby amended to read as follows: The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 23,850.00
City Funds	\$ 2,650.00

TOTAL	\$ 26,500.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
Federal HSIP Funds	\$ 321,492.60
City Funds	\$ 101,631.20

TOTAL (Incl CE&I)	\$ 423,123.80

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

3. The last sentence of page 5, paragraph (C) of the foregoing Agreement is hereby amended to read as follows: The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.
4. 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.
5. All other and remaining terms of the original Agreement of January 11th, 2019 shall remain the same.

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.

ATTEST:

City of Foley, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Print Name of Clerk
(AFFIX SEAL)

Print Name of Mayor

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

By: _____
William F. Patty,
Chief Counsel

RECOMMENDED FOR APPROVAL:

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

Don T. Arkle, P. E.
Chief Engineer

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 _____ DAY OF _____, 20_____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Foley as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

**Construction of offset left turn lanes on Foley Beach Express at CR-12;
Project# HSIP-0219(); CPMS# 100069229 and 100068989.**

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be 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 City.

I, the undersigned qualified and acting Clerk of the City of Foley, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)