

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
ALABAMA TRANSPORTATION REHABILITATION
AND IMPROVEMENT PROGRAM II
PROJECT**

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

**Intersection Improvements at
SR-59 and CR-12**

**Project No. ATRP2-02-2021-213
CPMS Ref# 100072792 & 100073291
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 intersection improvements at SR-59 and CR-12 to include the addition of right turn lanes on SR-59 North and SR-59 South, and the addition of left turn lanes on CR-12; Project# ATRP2-02-2021-213; CPMS Ref# 100072792 and 100073291.

WHEREAS, the STATE and the CITY desire to amend the Agreement entered into on the 30th day of June 2021, 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 June 30, 2021 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:
The STATE will not be liable for State funds in excess of the State's share of the cost hereinafter set forth. Alabama Transportation Rehabilitation and Improvement Program II (ATRIP II) Funds shall be limited to \$2,000,000.00 for this project. Any deficiency in ATRIP II funds or overrun in project costs will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the ATRIP II funds will not exceed total project costs.

2. Page 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:

<u>PRELIMINARY ENGINEERING</u>	<u>ESTIMATED COST</u>
ATRP II Funds	<u>\$ 80,000.00</u>
 <u>CONSTRUCTION</u>	
ATRP II Funds	<u>\$1,920,000.00</u>
 <u>TOTAL (Incl E&I)</u>	<u>\$2,000,000.00</u>

3. 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.

4. All other and remaining terms of the Agreement of June 30, 2021 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)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, 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:

Intersection improvements at SR-59 and CR-12 to include the addition of right turn lanes on SR-59 North and SR-59 South, and the addition of left turn lanes on CR-12; Project# ATRP2-02-2021-213; CPMS Ref# 100072792 and 100073291.

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)