CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 9/26/2013

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Cooperative Maintenance of Traffic Control Signals Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the Alabama Department of Transportation for Removal of Traffic Control Signal and Maintenance of Existing Roadway Lighting at Madison Boulevard at County Line Road, Project No. IM-1565(307) & COH Project No. 65-13-RD05

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

Permit/Agreement for the Installation/Removal and/or Maintenance of Traffic Control Signals and/or Roadway Lighting at Madison Boulevard at County Line Road.
This agreement removes the Traffic Control Signal at Madison Boulevard and County Line Road. A new signal will be installed by ALDOT and maintained by the City of Madison. Additionally, the City of Huntsville assumes the maintenance of existing roadway lighting within the City of Huntsville, Alabama. No City funds required.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Kathy Martin

Date: 9/12/13

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **9/26/2013**

Department Contact: **Lynn Majors** Phone # **256-427-5201**

Contract or Agreement: **ALDOT Maintenance Agreement**

Document Name: **Madison Blvd Project No. IM-I565(307) & COH Project No.** 65-13-RD05

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number: **N/A**

Procurement Agreements

Not Applicable	**Not Applicable**

Grant-Funded Agreements

Not Applicable	**Grant Name:**

Department	Signature	Date
1) Originating	Kathy Martin	9/12/13
2) Legal	Mary C Cates	9/16/13
3) Finance		9/19/13
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 13-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement between the City of Huntsville and The State of Alabama Department of Transportation, on behalf of the city of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Agreement with the State of Alabama Department of Transportation for the Removal of Traffic Control Signal and Maintenance of Existing Roadway Lighting at Madison Boulevard at County Line Road, Project No. IM-I565(307) & COH Project No. 65-13-RD05" consisting of nine (9) pages including Exhibit "M", and the date of September 26, 2013, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 26th day of September, 2013.

_____
President of the City Council of the City of Huntsville, Alabama

APPROVED this the 26th day of September, 2013.

_____
Mayor of the City of Huntsville, Alabama

STATE OF ALABAMA

COUNTY OF MADISON

I, Charles E. Hagood, City Clerk of the City of Huntsville, Alabama, do hereby certify the above and foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Huntsville, Alabama at its regular meeting held on the 26th day of September, 2013, and that such resolution is on file in the City Clerk's office.

Given under my hand and the corporate seal of the City of Huntsville, Alabama this the 26th day of September, 2013.

_____

City Clerk

For Official Use Only:	Legal Reference Number: _____
	ALDOT Permit Number: _____

Division Permit Number: N/A Project Number: IM-I565(307)

Division: FIRST County: MADISON

STATE OF ALABAMA *acting by and through the*
ALABAMA DEPARTMENT OF TRANSPORTATION: *PERMIT/AGREEMENT for the*
INSTALLATION and/or MAINTENANCE OF TRAFFIC CONTROL SIGNALS and/or ROADWAY LIGHTING

This Permit/Agreement, in accordance with resolution number _____ dated (or minutes dated) September 26, 2013 attached hereto and made part of this Permit/Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE), the **CITY OF HUNTSVILLE** (herein referred to as OWNER), and the [☐ applicable ☒ not applicable] _____ (herein referred to as PERMITTEE, if applicable and so indicated) for the accomplishment of the following work as hereinafter indicated by the alphabetic letter of "X" marked in the check-boxes below, to wit:

	(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
Traffic Control Signal:	☐	☐	☒	☐
Intersection Flashing Signal/Beacon:	☐	☐	☐	☐
Roadway Lighting:	☐	☐	☐	☒
Other: _____	☐	☐	☐	☐

The accomplishment of the work above indicated by the alphabetic letter of "X" marked in the check-boxes above and hereinafter signified by the use of the corresponding alphabetic letter A, B, C, and/or D as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A & D] denotes the installation, operation, and maintenance of the equipment installed}* ***NOTE*** *– if more space is needed, please use continuation sheets.*

Removal of Traffic Control Signal at Madison Blvd @ County Line Rd [C] - New signal will Maintained by City of Madison

Maintenance of Existing Roadway Lighting [D]

1. In the event the work to be accomplished is herein above identified by (A) and/or (B), the ☒ STATE ☐ OWNER ☐ PERMITTEE will furnish and the ☒ STATE ☐ OWNER ☐ PERMITTEE will install the equipment and/or associated hardware utilized in the accomplishment of the work. In the event the STATE contributes funds to the work and the OWNER will be credited or debited for under-runs or overruns respectively, the "***Exhibit O***" is attached to and made part of this Permit/Agreement.

President of the City Council of the City of Huntsville, AL
Date: September 26, 2013

2. The equipment and/or associated hardware shall be installed in accordance with the applicable following:

   A. Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), current ALDOT approved edition.

   B. The State of Alabama Project Details and Special and Standard Highway Drawings, current year version.

   C. The National Electrical Code, current edition.

   D. Alabama Department of Transportation (ALDOT) Standard Specifications for Highway Construction, current edition and applicable special provisions.

   E. Code of Alabama, 1975 (as Amended) with specific reference to:

      (1) §23-1-113, Municipal Connecting Link Roads – Stipulations and Conditions [specifically sub-paragraphs (6) and (7)].
      (2) §32-5A-32, Traffic – Control signal legend.
      (3) §32-5A-33, Pedestrian – Control signals.
      (4) §32-5A-34, Flashing signals.
      (5) §32-5A-35, Lane – Direction – Control signals.

3. The STATE shall determine the quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above. In the event the OWNER or PERMITTEE, as applicable, furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the OWNER or PERMITTEE, as applicable, shall ascertain that the type and quality of the equipment and/or associated hardware is in accordance with the STATE's Materials, Sources, and Devices with Special Acceptance Requirements (APL) as maintained by the STATE's Bureau of Materials and Tests.

4. Ownership of any and all equipment and/or associated hardware furnished by the STATE shall be transferred to the OWNER upon completion of the work indicated herein.

5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the OWNER. The OWNER agrees to provide electrical energy on a continuing basis as required, beginning at the time of the initial electrical service connection during the construction of the system. The OWNER agrees further to maintain said equipment and/or associated hardware in a good state of repair at all times, as required in accordance with the applicable documents: Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Standard Specifications for Highway Construction and applicable special provisions. Any traffic control signal equipment and/or associated hardware must also be in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of such maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the OWNER shall effect repairs immediately. If said malfunction presents a potential hazard to the motoring public and the OWNER is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the STATE reserves the right to repair the equipment and/or associated hardware, and invoice the OWNER for all costs incurred. The OWNER agrees to pay the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.

5a. In instances where ALDOT maintains a fiber-optic trunk line that is used in conjunction with a closed-loop signal system, the OWNER shall maintain the fiber-optic cable from the splice point in the trunk line out to the traffic control equipment.

6. A. ☐ Unwarranted traffic control signal. (Mark with "X" if applicable in check-box)

If the installation is identified on page one as (A) "New Installation" or (B) "Equipment Upgrade" with "Traffic Control Signal:" marked, and this installation is requested by a school authority or a local government on behalf of a school authority and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the OWNER agrees to accept all responsibility for any injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware.

B. ☒ Warranted traffic control signal. (Mark with "X" if applicable in check-box)

If the location identified on page one has "Traffic Control Signal:" marked, and the signal is warranted as marked above, the ☒OWNER ☐PERMITTEE (mark with "X" as applicable for the party identified on page one, section 1) shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees, in their official or individual capacities and/or facilities from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the installation of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER or PERMITTEE, as applicable, anyone employed by the OWNER or PERMITTEE, as applicable, or anyone for whose acts the OWNER or PERMITTEE, as applicable, may be liable.

Additionally, the OWNER shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, employees, in both their official and individual capacities, from and against any and all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of or resulting from the OWNER'S operation and maintenance of the equipment and/or associated hardware, or any claim, damage, loss or expense to the person or property caused in whole or in part by the deliberate, wanton, willful, intentional, reckless, or negligent acts or omissions of the OWNER, anyone employed by the OWNER, or anyone for whose acts the OWNER may be liable.

The term "hold harmless" includes the obligation of the OWNER or the PERMITTEE, as applicable, to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

7. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the ☒ STATE ☐ OWNER ☐ PERMITTEE.

8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the OWNER fail to do so upon demand by the STATE. Any equipment and/or associated hardware which is deemed by the STATE to be non-uniform or obsolete will be removed and disposed of by the OWNER. None of the non-uniform or obsolete equipment and/or associated hardware which has been removed shall be reused on the STATE highway system.

9. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new Permit/Agreement is required to be submitted for the UPGRADING, OPERATION, and MAINTENANCE of the new equipment and/or associated hardware. All such changes shall be at the sole cost and expense of the OWNER.

10. In the event Federal funds are utilized in the accomplishment of the work hereinbefore described, "***Exhibit M***" is attached to and made a part of this Permit/Agreement.

11. FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be construed 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 Permit/Agreement shall contravene any statute of Constitutional Provision or Amendment, be enacted, then the conflicting provision in this Permit/Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this Permit/Agreement, the parties hereto agree, in compliance with the 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 by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

12. TERMINATION DUE TO INSUFFICIENT FUNDS

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

B. In the event of proration of the fund from which payment under this Permit/Agreement is to be made, this Permit/Agreement will be subject to termination.

13. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Permit/Agreement.

14. The type and number of signal & pedestrian heads per intersection or roadway lighting hardware are as follows: *{Example: 5 – 3 sec, 12", red ball, yellow/green left arrow. OPTION: If plans are available to convey information below, just enter **"SEE ATTACHED PLANS".**} **NOTE** – If more space is needed, please use continuation sheets.*

See Plans for Project No. IM-I565(307)

Maintenance of Roadway Lighting for locations only within the City of Huntsville Jurisdiction

TYPE OF SIGNAL		CONTROLLER	
☐ Traffic Control	☐ Pedestrian Control	Make:	Model #:
☐ Flashing	☐ Lane Control	☐ Fixed Time	☐ Two Phase
☐ School Flasher	☐ Railroad Crossing	☐ Semi Actuated	☐ Four Phase
☐ Other:		☐ Full Actuated	☐ Eight Phase
		☐ Other:	
		SYSTEM ☐ YES ☐ NO	

15. Distance in *feet* to the nearest adjacent traffic control signal: ***NOTE** – if this Permit/Agreement covers more than one intersection, please use a continuation sheet.*

North **N/A** South **N/A** East **N/A** West **N/A**

16. Vertical and horizontal clearances for all traffic control signal equipment and/or associated hardware shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Special and Standard Highway Drawings, current year edition.

17. The cycle length for actuated controllers shall be dictated by traffic actuation of the detectors, with minimum time ratios established from data contained in the traffic volume count. The cycle length and green time for fixed time controllers shall be dictated by the traffic volume count with adjustments when STATE approved.

18. In the event the warranting of the traffic control signal(s) is(are) based on projected traffic volumes developed and generated by a qualified Transportation Engineering Consulting firm using computer programs, data, and methodology noted in the Transportation Research Board's Highway Capacity Manual and the Institute of Transportation Engineers' Trip Generation Handbook, the following shall apply: If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices for Streets and Highways projected warranting criteria, the STATE reserves the right to demand the removal of the traffic control signal and/or associated hardware from the STATE highway system.

19. In the event the work to be accomplished is hereinbefore identified by (A), (B), and/or (C) and [1] in part or wholly constitutes an interconnected, coordinated, fixed time relationship, signal control operation between two or more intersections (herein referred to as a SYSTEM and hereinabove indicated by the SYSTEM check-box for YES marked in the controller box above), [2] is located within the limits of a SYSTEM, or [3] is within close proximity as to adjoin a SYSTEM, the ☐ STATE ☐ OWNER ☐ PERMITTEE shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Permit/Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycles, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by (A), (B), and/or (C) and any immediately adjoining intersection(s) **NOT** identified hereinbefore but part of a SYSTEM. Said submittals may be computer generated; submittals may include simulation file data. The STATE reserves the right to require the use of any existing timing plan(s) in effect prior to the execution of this Permit/Agreement if the work constitutes an addition to or a part of a SYSTEM; any use of the existing number of timing plans may supersede the hereinabove required minimum of three. Submittal data described herein, as applicable, are attached hereto and made a part of this Permit/Agreement.

20. By entering into this agreement, the OWNER and/or PERMITTEE is not an agent of the State, its officers, employees, agents or assigns. The OWNER and/or PERMITTEE is an independent entity from the State and nothing in this agreement creates an agency relationship between the parties.

21. By signing this contract, the contracting parties affirm, for the duration of this 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 this agreement and shall be responsible for all damages resulting therefrom.

WITNESS WHEREOF, the parties hereto have caused this Permit/Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Permit/Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Maintenance Engineer.

(Seal of OWNER)

_____
Legal Name of PERMITTEE (if applicable)

By: _____
Authorized Signature *for PERMITTEE*

Tommy Battle
Legal Name of OWNER

Attest: _____
(Seal or notary signature)

By: _____
Authorized Signature *for OWNER*

Recommended for approval:

By: _____
Division Engineer Signature

Approved as to form:

By: _____
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

STATE OF ALABAMA acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION

The within and foregoing Permit/Agreement is hereby approved on this _____ day of

_____, 20_____.

APPROVED:

By: _____
State Traffic Engineer Signature

By: _____
State Maintenance Engineer Signature

Permit Number	N/A	Project Number	IM-I565(307)
Division	FIRST	County	MADISON

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 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 sub-recipients shall certify and disclose accordingly.

Construction plans attached to the contract were too voluminous to copy; Interchange Modifications on I-565 at CR-3 (County Line Road) Grade & Drain, Base & Pave, Signals and Signing **are available in a complete copy for inspection at the office of the Director of City Engineering, 320 Fountain Circle, Huntsville, Alabama.**