

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: May 22, 2014

Action Requested By: Public Works

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and the Huntsville City Board of Education for the demolition of Terry Heights Elementary School.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an Agreement between the City of Huntsville, Alabama and the Huntsville City Board of Education for the demolition of Terry Heights Elementary School.

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.

[Empty box for providing details on why the action is required, recommended, and what council action will provide, allow, and accomplish.]

Associated Cost: \$227,000.00

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: *Terry Hooper*

Date: 5/20/14

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Public Works

Council Meeting Date: 5/22/2014

Department Contact: Terry Hatfield

Phone # 256-427-5007

Contract or Agreement: Agreement

Document Name: Demolition of Terry Heights Elementary School

City Obligation Amount: \$227,000.00

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

<u>Select...</u>	<u>Select...</u>
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Grant-Funded Agreements

<u>Select...</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>Terry Hatfield</i>	<i>5/20/14</i>
2) Legal	<i>Mary C. Carter</i>	<i>5-19-2014</i>
3) Finance	<i>[Signature]</i>	<i>5/20</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 14-_____

BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement by and between the City of Huntsville and the Huntsville City Board of Education for the demolition of Terry Heights Elementary School, 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 between the City of Huntsville, Alabama and the Huntsville City Board of Education for the demolition of Terry Heights Elementary School" consisting of a total of four (4) pages, and the date of May 22, 2014, appearing in 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 22nd day of May, 2014.

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

APPROVED this the 22nd day of May, 2014.

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN THE CITY OF
HUNTSVILLE, ALABAMA AND THE
HUNTSVILLE CITY BOARD OF EDUCATION FOR
THE DEMOLITION OF TERRY HEIGHTS
ELEMENTARY SCHOOL

STATE OF ALABAMA)
)
COUNTY OF MADISON)

AGREEMENT

THIS AGREEMENT is made and entered into on this 22nd day of May, 2014, by and between the CITY OF HUNTSVILLE, ALABAMA, a municipal corporation within the State of Alabama (the “City”) and The Huntsville City Board of Education, a political subdivision of the State of Alabama, (the “Board”).

WHEREAS, the Board is the owner of certain real property and improvements located at 2820 Barbara Drive, Huntsville, Alabama 35816-3910 (the “Property”); and

WHEREAS, the Board desires to have certain structures demolished and removed from the Property; and

WHEREAS, the City has the expertise and manpower to accomplish the said demolition and removal;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Board agree as follows:

1. Statement of Work. The City will perform the following work on the Property:
 - Remove all structures (excluding portable buildings) from the Property, including all slabs and foundations.
 - All exterior asphalt roadways and parking areas will remain.
 - Grade footprint of demolition site in order to fill depressions that would hold water.
 - The City will also temporarily seed the demolition site.

President of the City Council of
the City of Huntsville, Alabama
Date: May 22, 2014

2. Site Preparation. Prior to the commencement of any Work on the Property, the Board shall disconnect all utilities and remove asbestos from all structures on the Property. The asbestos removal shall be subject to the inspection and approval of the City of Huntsville Natural Resources Department. The Board will also provide any material from offsite needed to grade the site

3. Time of Performance. The City shall commence performance of the Work within fourteen (14) days of the completion of the Site Preparations set forth in Section 2 herein and shall complete the Work within ninety (90) days.

4. Contract Price: In consideration of the services rendered hereunder, the Board shall pay to the City for the work performed pursuant to the Statement of Work the fixed sum of Two Hundred Eighty-five Thousand Five Hundred Sixty Dollars (\$285,560.00). The Board shall pay the City Fifty-eight Thousand Five Hundred Sixty Dollars (\$58,560.00) upon the completion of the work. The parties mutually agree that in lieu of cash payment for the remainder of the Contract Price the Board shall be credited the sum of Two Hundred Twenty-seven Thousand Dollars (\$227,000.00) due and payable from the City pursuant to that certain Ground Lease between the City of Huntsville and the Huntsville City Board of Education dated April 11, 2013 and adopted and approved by the Huntsville City Council pursuant to Resolution No. 13-283 and that the City's rental obligation under the said Ground Lease shall be satisfied.

5. City Acting as an Independent Contractor. In the performance of this work it is understood between the parties that the City and its employees, agents, subcontractors and consultants, if any, shall be acting as independent contractors and not as an employee of the Board. The City shall have no authority to obligate the Board to any indebtedness or other obligation.

6. All notices to be delivered hereunder shall be delivered to the other party by placing the same in the United States Mail, First Class postage prepaid, by prepaid overnight service through Federal Express, DHL or United Parcel Services or by hand delivery, to the addressee, addressed as follows:

Huntsville City Board of Education
Attention: Jason W. Taylor
Chief School Financial Officer
200 White Street
Huntsville, Alabama 35801

City Of Huntsville
Attention: Terry Hatfield
Director of Public Works
P.O. Box 308
Huntsville, Alabama 35804

7. Entire Agreement: The contract between the City and the Board consists of this written Agreement, including all documents, drawings or attachments furnished by the parties and referenced herein. This written Agreement constitutes the entire agreement between the City and the Board with reference to the Statement of Work delineated within. Except to the extent specifically excluded herein, this Contract supersedes any bid or proposals documents and all prior written or oral communication, representation and negotiations, if any, between the City and the Board.

8. No Privity of Contract with Third Parties: Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the City and person or entity other than the Board.

9. Governing Law and Venue. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama or the United States District Court for the Northern District of Alabama, Northeastern Division.

10. Force Majeure. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes, or other disasters.

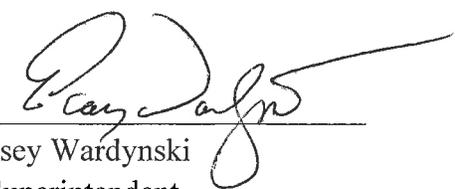
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

**HUNTSVILLE CITY BOARD
OF EDUCATION**

a political subdivision of the State
of Alabama

By :



E. Casey Wardynski
Its: Superintendent

CITY OF HUNTSVILLE

a municipal corporation
in the State of Alabama

Attest:

Charles E. Hagood

Its: Clerk-Treasurer

By: _____

Tommy Battle

Its: Mayor