

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Jul 10, 2014

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

ALDOT Agreement for Grading and/or Landscaping on Right-of-Way

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the Alabama Department of Transportation for Grading and/or Landscaping on Right-of-Way, Project No. 65-14-SP40

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.

Agreement with Alabama Department of Transportation for permit for the City to perform grading for the construction of the turn lane required for commercial business access located at the intersection of Highway 72 and E. Watercross Boulevard. Account No. N/A. Agreement is at no cost to the City

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

Department Head: Kathy Marti

Date: 7/1/14

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AK
AL

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **7/10/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **ALDOT Agreement**

Document Name: **Agmt for Grading on Highway ROW, Project No. 65-14-SP40**

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

Account Number: **N/A**

Procurement Agreements

Not Applicable	Not Applicable
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Grant-Funded Agreements

Not Applicable	Grant Name:
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Department	Signature	Date
1) Originating		7/1/14
2) Legal		7-7-14
3) Finance		7/7/14
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 Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with the State of Alabama Department of Transportation for Grading and/or Landscaping on Right-of-Way, in Huntsville, Alabama, 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 document attached hereto and identified as "Agreement with State of Alabama Department of Transportation for Grading and/or Landscaping on Right-of-Way, Project No. 65-14-SP40" consisting of a total of six (6) pages, and the date of July 10, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 10th day of July, 2014.

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

APPROVED this the 10th day of July, 2014.

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 10th day of July, 2014, 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 10th day of July, 2014.

City Clerk

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY**

County Madison Permit Number _____
MilePost 90.45 R Route Number _____

THIS AGREEMENT is entered into this the 10th day of July, 2014, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as the STATE and City of Huntsville, hereinafter referred to as the APPLICANT.

WITNESSETH

Whereas, the APPLICANT proposes to grade and/or landscape STATE Right of Way located and described as follows: Located at the intersection of Highway 72 and E. Watercress Boulevard.

Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is agreed between the parties hereto as follows:

1. All grading on the right-of-way will be confined to and coextensive with the limits of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.

President of the City Council of the City of Huntsville, AL
Date: July 10, 2014

2. All work shall be subject to the inspection and approval of the STATE and located as shown on the approved plans previously submitted to the STATE which are hereby made a part of this Agreement by reference.

3. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

4. The STATE does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be topsoiled, and re-vegetated by the APPLICANT in accordance with standard specifications of the STATE.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act and The Alabama Environmental Management Act are hereby made a part hereof by reference.

The APPLICANT will provide proof of applicable Permit coverage and conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. In the event that Permit criteria are not met or a Permit is not required, the APPLICANT will submit a Best Management Plan (BMP) designed to manage and minimize the discharge of regulated pollutants into the environment.

9. The APPLICANT will provide all necessary and adequate safety precautions such as signs, flags, lights, barricades, and flagmen in accordance with the national Manual on Uniform Traffic Control Devices, of record in the Alabama Department of Transportation.

10. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

11. Any utility adjustment will be by agreement between the APPLICANT and the Utility, and any such agreement shall be subject to the approval of the STATE.

12. The APPLICANT will perform or cause to be performed the work applied for in this permit contract and will restore the highway in the work area in as good condition as the same was prior to the work and will maintain the accomplished work and highway work area in a condition satisfactory to the Alabama Department of Transportation for a period of one year from acceptance by the Department of the work applied for by APPLICANT.

13. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of \$ ^{20,000.00} _____ to guarantee the faithful performance of this permit contract in its entirety. To ensure the accomplished work and highway work area is maintained in a condition satisfactory to the Department, the bond shall be in effect and held for one year after the acceptance date specified in item 12. If at that time the terms of the permit have not been fulfilled, the proceeds of the bond will be applied to fulfill the terms of the permit contract; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be returned to the applicant.

14. The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this Permit, and/or the APPLICANT's failure to comply with all applicable laws or regulations.

15. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

16. All work to be performed by the APPLICANT under this Agreement shall be completed within one year from the date of the Agreement, unless additional time for completion is granted in writing to the APPLICANT by the STATE.

This Agreement is deemed to be executed on the date hereinabove set forth by the parties hereto in their respective names by those persons and officials thereunto duly authorized.

WITNESS:

City of Huntsville
Legal Name of Applicant

By: _____
Signature and Title

Tommy Battle, Mayor
Typed or Printed Name

P. O. Box 308
Address Line 1

Huntsville, AL 35804
Address Line 2

Telephone Number

RECOMMENDED FOR APPROVAL:

District Manager & Date

Region / Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS
TRANSPORTATION DIRECTOR

By: _____
Maintenance / Region / Division Engineer

Date: _____

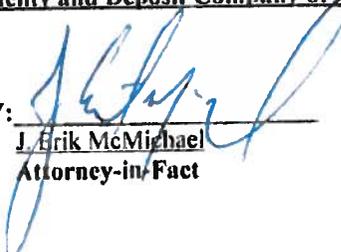
**VERIFICATION CERTIFICATE FOR
INDEFINITE TERM SURETY BOND**

THIS IS TO CERTIFY that Bond No. 8572667 issued by Fidelity and Deposit Company of Maryland dated this 16 day of August, 2007, in the amount of Twenty Thousand Dollars and 00/100 Dollars (\$20,000.00), on behalf of City of Huntsville, Urban Development Dept. Engineering Division (as Principal), and in favor of Alabama Department of Transportation (as Oblige), covers a term which began on the 16 day of August, 2007, and ends only with the cancellation of said bond or other legal termination thereof; and that the said bond remains in effect, subject to all its agreements, conditions and limitations.

Signed, sealed and dated* (enter below)

Fidelity and Deposit Company of Maryland

BY:


J. Erik McMichael
Attorney-in-Fact

8/16/2013

*Use current or renewal date.
