

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 Special Permit Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with the Alabama Department of Transportation for Special Permit Agreement for Installation of Utilities on Highway Rights-of-Way, Project No. 65-14-SP41

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 required for the City to relocate existing utilities for the new turn lane and new utilities for the traffic signal located at the intersection of Highway 72 and E. Watercress Boulevard. Account No. N/A. Agreement is at no cost to the City.

Associated Cost: _____

Budgeted Item: _____

MAYOR RECOMMENDS OR CONCURS: _____

BP
PK
AC

Department Head: Kathy Marti

Date: 7/1/14

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: **Special Permit Agmt Utility Installation on Highway ROW,**
Project No. 65-14-SP41

City Obligation Amount: **0**

Total Project Budget: **0**

Uncommitted Account Balance: **0**

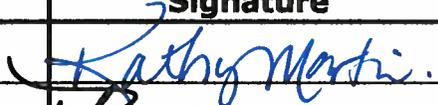
Account Number: **N/A**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		7/1/14
2) Legal		7-2-14
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 Special Permit Agreement for the Installation of Utilities on Highway Rights-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 Special Permit Agreement for Installation of Utilities on Highway Rights-of-Way, Project No. 65-14-SP41" consisting of a total of three (3) 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
SPECIAL PERMIT AGREEMENT FOR
INSTALLATION OF UTILITIES ON HIGHWAY RIGHTS-OF-WAY**

Permit Number _____
Route Number _____
Accommodation at Milepost _____ (to _____)

THIS AGREEMENT is entered into this the 10th day of July, 20 14, 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 desires to have its facilities accommodated on public highway right-of-way in Madison County, Alabama, on the maintenance section being designated as 90.445 R, and consisting approximately of the following:

8" Water Main

Relocation (2) Two Power Poles

Gas Main Relocation, Overhead Electrical Relocation; and

WHEREAS, the STATE hereby grants to the APPLICANT permission to cross or locate its facilities on the public right-of-way at the location and in the manner hereinafter set forth:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The APPLICANT will install its facilities on public right-of-way in accordance with plans and specifications of APPLICANT as approved by the STATE so as not to interfere with the maintenance of the highway, which plans are made a part hereof by reference.

2. In the installation of facilities and performing work under this agreement, the APPLICANT will conform to the provisions of the latest edition of the Alabama Department of Transportation Utility Manual, which manual is of record in the Department of Transportation and is hereby a part hereof by reference.

3. The national Manual on Uniform Traffic Control Devices, latest edition, is hereby made a part hereof by reference and will be conformed to as the provisions thereof are applicable to such work. Such Manual is of record in the Alabama Department of Transportation at the execution of this Agreement.

4. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

APPLICANT will conform to the regulations of the Environmental Protection Agency (EPA) and of the Alabama Department of Environmental Management (ADEM), latest edition, for both installation and maintenance of such facilities.

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

5. If hazardous materials, wastes, substances, or as otherwise defined by Code of Alabama § 6-5-332.1 (a)(2) (1993 Repl.Vol.) are encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous materials 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 materials encountered.

6. The APPLICANT will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the APPLICANT, its agents, servants, employees or facilities.

7. 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.

8. 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. Upon satisfactory completion and acceptance of all work provided for in this permit contract, the check or bond, as applicable, will be returned to the APPLICANT; otherwise, the proceeds from the check, or any amount received by the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

9. APPLICANT will have a copy of this Agreement on the project site at all times work is being performed.

10. This Agreement does not constitute or grant to the APPLICANT any right, title, property interest, claim or control in or to any part of the highway right-of-way.

11. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement becomes null and void. Once work is begun the APPLICANT shall pursue the work continuously and diligently until completion.

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 completion of work applied for by APPLICANT.

13. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant's Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

14. In the event that ALDOT is issued a citation or any other enforcement document by ADEM/EPA for failure to comply with applicable requirements, it shall be the responsibility of the applicant to bring all BMP's into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials and persons thereunto duly authorized, to be effective on the day and year first above stated.

WITNESS:

City of Huntsville

Legal Name of Applicant

By: _____

Signature and Title

Tommy Battle

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 or District Manager

Date: _____