# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 6/11/2015

Action Requested By:
Traffic Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with ALDOT for the Removal of School Flashers from AL-53 to 14th Street

Exact Wording for the Agenda:

"Agreement with State of Alabama Department of Transportation for the Complete Removal of Overhead School Flashers and Signs at the following locations: AL-53 @ 700 FT WEST OF 14TH STREET (C), AND AL-53 @ 105 FT EAST OF 13TH STREET (C)"

**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.

With the closure of Butler High School, City of Huntsville Traffic Engineering will remove all school zone flashers and signs; and retain as stock inventory for future projects.

Associated Cost: $

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: L. D[illegible]

Date: 5/27/2015

revised 3/12/2012

# ROUTING SLIP
# CONTRACTS AND AGREEMENTS

Originating Department: **Traffic Engineering** Council Meeting Date: **6/11/2015**

Department Contact: **Melinda Mills** Phone # **256-427-5563**

Contract or Agreement: **Agreement**

Document Name: **Complete Removal of Overhead School Flashers & Signs**

City Obligation Amount: **N/A**

Total Project Budget: **N/A**

Uncommitted Account Balance: **N/A**

Account Number: **N/A**

## Procurement Agreements

| | |
|---|---|
| **Not Applicable** | **Not Applicable** |

## Grant-Funded Agreements

| | |
|---|---|
| **Not Applicable** | **Grant Name:** |

| Department | Signature | Date |
|---|---|---|
| 1) Originating | L. Daniel Cole | 5-27-15 |
| 2) Legal | Mary C. Cates | 5-29-15 |
| 3) Finance | | 6/3 |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (1 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| | | |

**RESOLUTION NO.** 15-____

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he 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 State of Alabama Department of Transportation for the Complete Removal of Overhead School Flashers and Signs at the following locations: AL-53 @ 700 FT WEST OF 14TH STREET (C), AND AL-53 @ 105 FT EAST OF 13TH STREET ( C )" consisting of six (6) pages and the date of June 11, 2015 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__11th____ day of _June_____, 2015.

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

**APPROVED** this the _11th __ day of ___June_____, 2015.

_____
Mayor of the City of Huntsville,
Alabama

*For Official Use Only* *ALDOT Agreement Number:* _____

Region Tracking Number: _____ Project Number: _____

Region: *NR - Guntersville* County: *Madison*

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

This Agreement, in accordance with resolution number _____ dated (or minutes dated) _____ attached hereto and made part of this Agreement, is made and entered into by and between the Alabama Department of Transportation (herein referred to as STATE) and the *City of Huntsville* (herein referred to as **MAINTAINING AGENCY**) 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: *Overhead School Flashers* | ☐ | ☐ | ☑ | ☐ |

The accomplishment of the work indicated by the alphabetic letter of "X" marked in the check-box(es) 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.*

*AL-53 @700 FT WEST OF 14TH STREET [C]*

*AL-53 @ 105 FT EAST OF 13TH STREET [C]*

1. In the event the work to be accomplished above is identified by (A) and/or (B), the ☐ STATE ☐ MAINTAINING AGENCY will furnish and the ☐ STATE ☐ MAINTAINING AGENCY 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 MAINTAINING AGENCY will be credited or debited for under-runs or overruns respectively, the ***"Exhibit O"*** is attached to and made part of this Agreement.



President or Pro Tem of the City Council of the City of Huntsville, Alabama
Date: 06/11/2015

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

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

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

   C. 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 MAINTAINING AGENCY furnishes the equipment and/or associated hardware to be utilized in the accomplishment of the work identified by (A) and/or (B) above, the MAINTAINING AGENCY 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. Title to any and all equipment and/or associated hardware furnished by the STATE shall remain in the STATE and the STATE is deemed to be the sole owner of such equipment and/or hardware.

5. The equipment and/or associated hardware shall be operated and maintained at the sole expense of the MAINTAINING AGENCY. The MAINTAINING AGENCY 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 MAINTAINING AGENCY agrees further to maintain the 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 maintained in accordance with any traffic signal operating plan of the STATE which is in effect at the applicable time of the maintenance. If a malfunction of the equipment and/or associated hardware should ever occur, the MAINTAINING AGENCY shall make or cause to be made any repairs immediately. If a malfunction presents a potential hazard to the motoring public and the MAINTAINING AGENCY is unable to repair the equipment and/or associated hardware in a timely manner as determined by the STATE, the MAINTAINING AGENCY agrees that the STATE reserves the right to and may repair the equipment and/or associated hardware, and invoice the MAINTAINING AGENCY for all costs incurred. The MAINTAINING AGENCY 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 MAINTAINING AGENCY 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 the MAINTAINING AGENCY and the signal is unwarranted as marked above, then upon installation of the equipment and/or associated hardware, the MAINTAINING AGENCY agrees to accept any and all responsibility for any damage or injury that may be caused by or related to the installation, location, operation, sequencing, and/or maintenance of the equipment and/or associated hardware and 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, operation, and maintenance of the equipment and/or associated hardware, or any claim, damage, loss, or expense to the person or property caused.

B. ☑ All other work. (Mark with "X" for the appropriate type of MAINTAINING AGENCY in appropriate check-box)

The ☑ CITY (Incorporated Municipality)

Subject to the limitations on damages to municipal corporations under Alabama Code § 11-47-190(1975), the City shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with, resulting from, or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction or tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless, or unskillful acts of the City, its agents, servants, representatives, or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation, or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

The ☐ COUNTY (County Government or Agency)

Subject to the limitations on damages applicable to counties under Ala. Code § 11-93-2(1975), the County shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in their official capacities, from and against (1) claims,

damages, losses, and expenses, including but not limited to attorneys' fees arising out of or resulting from work performed by the County, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the County pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees caused by the negligent, careless or unskillful acts of the County its agents, servants representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the County, its agents, servants, representatives or employees, or anyone for whose acts the County may be liable.

The term "hold harmless" includes the obligation of the MAINTAINING AGENCY 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 ☑ MAINTAINING AGENCY.

8. The STATE reserves the right to demand the removal of the equipment and/or associated hardware should the STATE determine that the signal is no longer required or deem its condition or operation hazardous. Further, the STATE shall have the right to remove the equipment and/or associated hardware should the MAINTAINING AGENCY fail to do so upon demand by the STATE. The MAINTAINING AGENCY agrees to reimburse the STATE for its costs associated with the removal. 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 MAINTAINING AGENCY. 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 MAINTAINING AGENCY shall obtain the approval of the STATE before such changes are implemented and the STATE shall make a determination on whether a new 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 MAINTAINING AGENCY.

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 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 Agreement shall contravene any statute or Constitutional Provision or Amendment, then the conflicting provision in this Agreement shall be deemed null and void.

For any and all disputes arising under the terms of this 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. 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.*

*AL-53 @ 700 FT WEST OF 14TH STREET, OVERHEAD SCHOOL FLASHER, SPAN WIRE, POLES, AND FOUNDATIONS*

*AL-53 @ 105 FT EAST OF 13TH STREET, OVERHEAD SCHOOL FLASHER, MAST ARM POLE, AND FOUNDATION*

| 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 | |

13. In the event the work to be accomplished is 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 ☐ MAINTAINING AGENCY shall substantiate the work identified by (A), (B), and/or (C) to be SYSTEM compatible.

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

15. 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 there from.

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

(Seal of OWNER)

*CITY OF HUNTSVILLE*
Legal Name of MAINTAINING AGENCY

Attest: _____
*(Seal or notary signature)*

By: _____
Authorized Signature *for* MAINTAINING AGENCY

Agreement Recommended for approval:

By: _____
Area Traffic Engineer Signature

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

The within and foregoing Agreement is hereby approved on this _____ day of _____, 20_____.

APPROVED:

By: _____
Region Engineer Signature

RECORDED:

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)