RESOLUTION NUMBER 13-011

BE IT RESOLVED, by the City Council of the City of Decatur Alabama, that the City enter into an Agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Signal Maintenance Agreement SR 67 at Various Intersections City of Decatur, Morgan County

Which agreement is before this Council, and that the agreement be executed in the name of the City, by its Mayor, for and on its behalf and that it be attested by the City Clerk and the seal of the City affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

Passed, Adopted, and approved this 7th day of January, 2013.

ATTESTED	:	
	City Clerk	Mayor
		ng clerk of the city of Decatur Alabama, do hereby
the City Cou	ncil of the City named therein,	e copy of a resolution lawfully passed and adopted by at a regular meeting of such Council meeting held or
	day of the City Clerk.	, 20, and that such resolution is on file in
		reunto set my hand and affixed the official seal of the
City this	day of	, 20
		City Clerk

L	For Official Use Only:				
L	3 3	Legal Reference N	lumber:		
		ALDOT Permit N	lumber:		
Division Pe	rmit Number:		Project Numbe	r: "NHF-00	67(501)
	Division:	2ND	County	y: MOF	RGAN
	STATE OF ABAMA DEPARTMENT ON and/or MAINTENANG	OF TRANSPORT		AGREEMENT fo	
This Per	mit/Agreement, in accorda				dated (or
minutes dated)					
s made and en	tered into by and between				
the	CITY OF DEC				OWNER), and the
	not applicable]				(herein referred
	EE, if applicable and so ir e alphabetic letter of "X" m				rk as hereinafter
		(A) New Installation	(B) Equipment Upgrade	(C) Complete Removal	(D) Operation & Maintenance
	Traffic Control Signal:		\boxtimes		
Intersection	on Flashing Signal/Beacon:				
	Roadway Lighting:				
Other:					
			n Street [A & D] den		
-	the equipment installed) N	OTE—if more space	e is needed, please u	se continuation sh	
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- 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.
- 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.

and inc	dividual capacities, fro	om and against any and al	l claims, damages	, losses, and expenses, inc	luding
Initials:	Owner,	Permittee,	Div. Engineer	, Legal	
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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

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 <u>Constitution of Alabama, 1901</u>, 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, traf	fic signal warranting	criteria, traffic signal diagram	s, and final construction
	plans, as applicable, are att	ached hereto and mad	de part of this Permit/Agreem	ent.
	Initials: Owner	, Permittee	, Div. Engineer	, Legal

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14. The type and number of signal & pedestrian hea	eds per intersection or roadway lighting hardware are as
follows: {Example: 5 – 3 sec, 12", red-ball, yel	low/green left arrow. OPTION: If plans are available to
convey information below, just enter "SEE ATTA	CHED PLANS".} NOTE – If more space is needed, please
use continuation sheets.	
As per Project NHF-0067(501)	
	·
TYPE OF SIGNAL	CONTROLLER
	Make: Model#;
☐ Traffic Control ☐ Pedestrian Control ☐ Flashing ☐ Lane Control	Fixed Time Two Phase
School Flasher Railroad Crossing	Semi Actuated Four Phase
Other:	Full Actuated Eight Phase
Other.	Other:
	SYSTEM X YES NO
	ntrol signal: NOTE – if this Permit/Agreement covers more
than one intersection, please use a continuation she	et.
North South	East West
16. Vertical and horizontal clearances for all traffic cont	trol signal equipment and/or associated hardware shall be in
accordance with the Manual on Uniform Traffic C	Control Devices for Streets and Highways and the Alabama
Department of Transportation Special and Standard	Highway Drawings, current year edition.
	It was a large and the second of the second
· · · · · · · · · · · · · · · · · · ·	lictated by traffic actuation of the detectors, with minimum
	traffic volume count. The cycle length and green time for
fixed time controllers shall be dictated by the traffic	c volume count with adjustments when STATE approved.
18. In the event the warranting of the traffic control si	gnal(s) is(are) based on projected traffic volumes developed
and generated by a qualified Transportation Engin	eering Consulting firm using computer programs, data, and
methodology noted in the Transportation Resear	ch Board's Highway Capacity Manual and the Institute of
Transportation Engineers' Trip Generation Handb	ook, the following shall apply: If after the traffic signal is
installed, the actual traffic volumes do not meet th	e Manual on Uniform Traffic Control Devices for Streets and
	E reserves the right to demand the removal of the traffic
control signal and/or associated hardware from the	
	inbefore identified by (A), (B), and/or (C) and [1] in part or
	i, fixed time relationship, signal control operation between
	SYSTEM and hereinabove indicated by the SYSTEM check-box
	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 com	patible. Evidence of substantiation shall be submitted to the
STATE prior to the execution of this Permit/Agree	ement 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 intersec	tion location identified hereinbefore by (A), (B), and/or (C)
and any immediately adjoining intersection(s) N	IOT identified hereinbefore but part of a SYSTEM. Said
submittals may be computer generated; submittal	s may include simulation file data. The STATE reserves the
	(s) in effect prior to the execution of this Permit/Agreement
	SYSTEM; any use of the existing number of timing plans may
•	
Initials: Owner, Permittee	, Div. Engineer, Legal
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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)
	Legar value of Filtram Filt (II applicable)
	By:
	Authorized Signature for PERMITTEE
	Legal Name of OWNER
Attest:	By:
(Seal or notary signature)	Authorized Signature for OWNER
Recommended for approval:	Approved as to form:
Ву:	Ву:
Division Engineer Signature	Jim R. Ippolito, Jr. Chief Counsel
	Alabama Department of Transportation
	Augusta Separament of Transportation
STATE OF ALABAMA acting by and through the ALAB The within and foregoing Permit/Agreement is hereby	
20	
APPROVED:	
APPROVED:	
APPROVED: By: State Traffic Engineer Signature	
Ву:	
By: State Traffic Engineer Signature	
By: State Traffic Engineer Signature By:	
By: State Traffic Engineer Signature	
By: State Traffic Engineer Signature By:	
By: State Traffic Engineer Signature By: State Maintenance Engineer Signature	, Div. Engineer, Legal

The accomplishment of the work indicated by the alphabetic letter X marked in the parenthesis 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):

- 1. SR 67 @ Veterans Parkway SE
- 2. SR 67 @ Central Avenue SW
- 3. SR 67 @ Central Parkway SW
- 4. SR 67 @ Sandlin Road SW
- 5. SR 67 @ Spring Avenue SW
- 6. SR 67 @ Modaus Road SW
- 7. SR 67 @ Glenn Street SW
- 8. SR 67 @ Longview Drive SW
- 9. SR 67 @ Danville Road

Permit Number		Project Number	NHF-0067(501)
Division	2ND	County	MORGAN

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.

DATE	RESPONSIBLE	(s	\ \(\text{\text{\$\sigma}} \) \(\text{\text{\$\sigma}} \)	306.	504,	500.			
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SUMMARY OF QUANTITIES

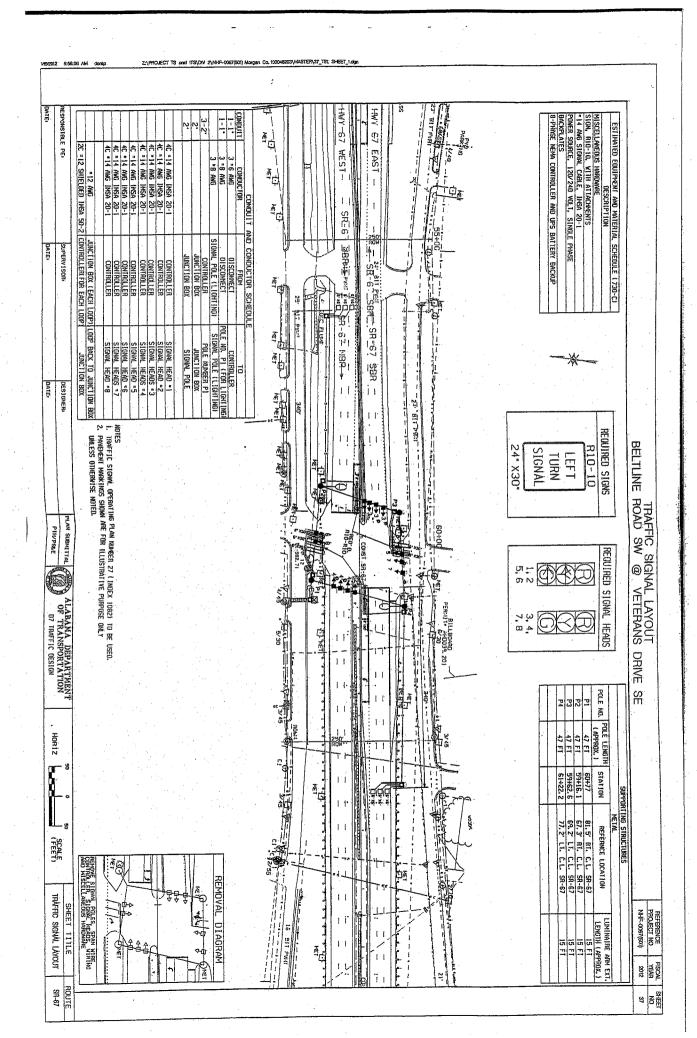
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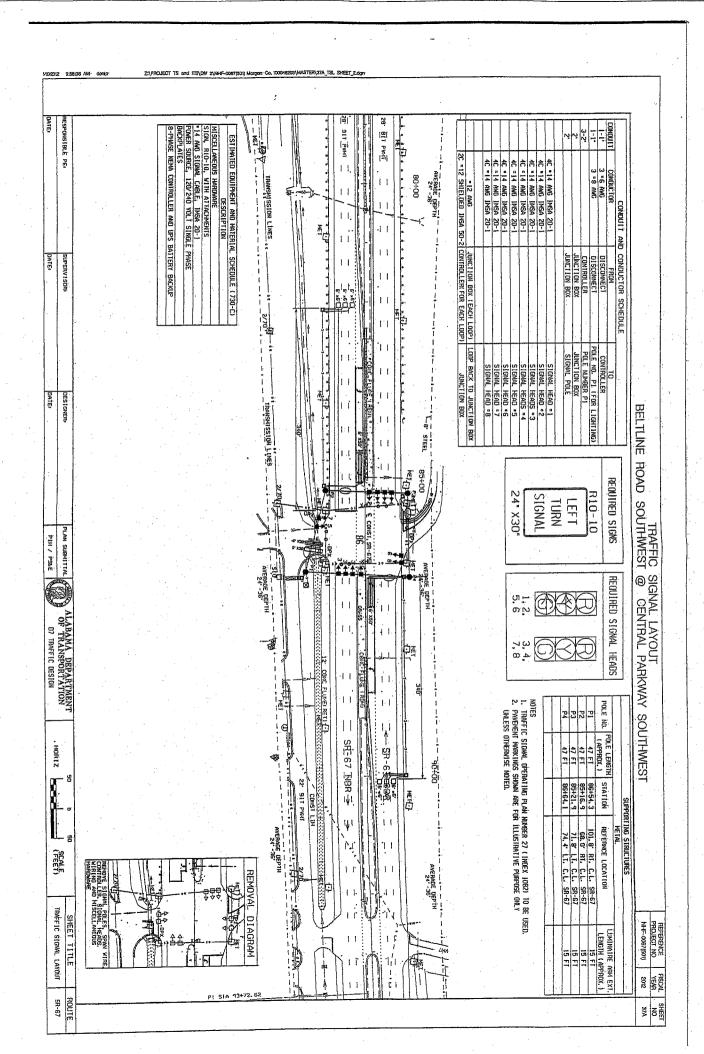
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BACKPLATES
B-PHASE NEW CONTROLLER AND UPS BATTERY BACKUP SUPPORTING STRUCTURES ESTIMATED EQUIPMENT 104. I' FROM C. L. SR-67 84' FROM C. L. SR-67 122' FROM C. L. SR-67 123' FROM C. L. SR-67 å REFERNCE LOCATION SCALE (FEET) PI STA 107+81.88 DESCRIPTION TRAFFIC SIGNAL LAYOUT SHEET TITLE REFERENCE PROJECT NO NHF-0087(501) 02.20 LUMINA IRE ARM EXT.
LENGTH (APPROX.)
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15 FT PISCAL YEAR 2012 ROUTE SR -67 SHEET NO 133HS

