



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/14/2023

File ID: TMP-3293

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Special Agreement between Alabama Department of Transportation and the City of Huntsville, Alabama for the Installation of Drainage Structures on Highway Right-of-Way along U.S. Highway 72 East between Old Gurley Road and Shields Road.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: N/A

Total Cost: N/A

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

Description MB-07: An agreement between the City of Huntsville and ALDOT for installation of drainage structures along U.S Hwy 72 East between Old Gurley Road and Sheilds Road to include an 18" pipe, sloped paved end treatments and junction boxes.

RESOLUTION NO. 23-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into a Special Agreement between Alabama Department of Transportation and the City of Huntsville, Alabama for Installation of Drainage Structures on Highway Right-of-Way along U.S. Highway 72 East between Old Gurley Road and Shields Road, 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 "Special Agreement between Alabama Department of Transportation and the City of Huntsville, Alabama for Installation of Drainage Structures on Highway Right-of-Way along U.S. Highway 72 East between Old Gurley Road and Shields Road," consisting of a total of eight (8) pages, and the date of September 14, 2023, 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 14th day of September, 2023.

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

APPROVED this the 14th day of September, 2023.

Mayor of the City of Huntsville,
Alabama

**ALABAMA DEPARTMENT OF TRANSPORTATION
SPECIAL AGREEMENT FOR
INSTALLATION OF DRAINAGE STRUCTURES ON HIGHWAY RIGHT-OF-WAY**

County Madison

Route Number AL-002

Milepost 102.489

Bonding Agency _____ Bond Number _____

Associated Permits and/or Documents BM-111 and MB-05

FOR OFFICIAL USE ONLY

DATE RECEIVED FROM APPLICANT: ____/____/____

PERMIT NUMBER: _____

THIS AGREEMENT is entered into this the ____ day of _____, 20____, by and between the Alabama Department of Transportation acting by and through its Transportation Director hereinafter referred to as ALDOT 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 _____, and consisting approximately of the following 18" RCP, (2) 6:1 slope paved end treatments, and junction box to drain water off of ALDOT ROW.

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

1. ALDOT hereby permits to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on plans previously submitted to and approved by ALDOT, which plans are hereby made a part of this Agreement by reference.
2. All work shall be subject to the inspection and approval of ALDOT, and located as shown on the approved plans previously submitted to ALDOT 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. ALDOT 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.

**President of the City Council of the City
of Huntsville, AL**
Date: September 14, 2023

6. The Federal Water Pollution Control Act, The Federal Insecticide, Fungicide, and Rodenticide Act, The Alabama Water Pollution Control Act, The Alabama Environmental Management Act, The Clean Water Act (1987), and the Alabama Nonpoint Source Management Program (1989) are hereby made a part of this permit by reference.

7. The 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.

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. The APPLICANT must provide a copy of the Notice of Intent (NOI) issued by ADEM. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

8. 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.

9. Underground Damage Prevention Legislation, Alabama Act 94-487, is hereby made a part of this permit by reference. The APPLICANT will conform to the above referenced regulations for both the facility installation and maintenance of permitted facilities and areas of rights-of-way. Should the permitted work require a locate request ticket, no work shall begin until a copy of such ticket is obtained and the APPLICANT shall keep a copy of such ticket at the site of work.

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 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. 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 ALDOT.

12. This permit is valid for the contract period which is defined as follows: All proposed work as described and submitted in the permit documents must be completed within one year from the approved date of the permit and for a period covering one year from ALDOT acceptance of proposed work.

13. 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 ALDOT. Should the APPLICANT not maintain the work or create an unsafe condition during the contract period, ALDOT reserves the right to remove any work and restore the ROW to a safe condition at the expense of the APPLICANT and the APPLICANT agrees to pay ALDOT all such costs as a result.

14. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion. Should the APPLICANT feel that the work cannot be completed in a one year period, they shall submit in writing (30 days prior to the termination date) to ALDOT the reasons for an extension of time. ALDOT will determine whether an extension may be approved.

15. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$NA (Bond Number: _____) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 12. 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 ALDOT as a result of the bond, will be applied to complete and fulfill the permit contract terms.

16. Indemnification Provisions. Please check the appropriate type of applicant:

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

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If the applicant is an incorporated municipality or gas districts then:

Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, ALDOT, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the APPLICANT, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT 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 APPLICANT its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives or employees, or anyone for whose acts the APPLICANT may be liable.

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If the applicant is county government then:

The APPLICANT shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the APPLICANT shall protect, defend, indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officials, officers, servants, and employees, in their official capacities, and their agents and/or assigns.

For all claims not subject to Ala. Code § 11-93-2 (1975), the APPLICANT shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, servants, and employees, in both their official and individual capacities, and their agents and/or assigns from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the APPLICANT pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the APPLICANT, its agents, servants, representatives, employees or assigns.

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If the applicant is a state governmental agency or institution then:

The APPLICANT shall be responsible for damage to life and property due to activities of the APPLICANT of employees of APPLICANT in connection with the work or services under this Agreement. The APPLICANT agrees that its contractors, subcontractors, agents, servants, vendors or employees of APPLICANT shall possess the experience, knowledge and skill necessary to perform the particular duties required or necessary under this Agreement. The APPLICANT is a state institution and is limited by the Alabama Constitution in its ability to indemnify and hold harmless another entity. The APPLICANT maintains self-insurance coverage applicable to the negligent acts and omissions of its officers and employees, which occur within the scope of their employment by the APPLICANT. The APPLICANT has no insurance coverage applicable to third-party acts, omissions or claims, and can undertake no obligation that might create a debt on the State Treasury. The APPLICANT agrees ALDOT shall not be responsible for the willful, deliberate, wanton or negligent acts of the APPLICANT, or its officials, employees, agents, servants, vendors, contractors or subcontractors. The APPLICANT shall require, its contractors and its subcontractors, agents, servants or vendors, as a term of its contract with the APPLICANT, to include ALDOT as an additional insured in any insurance policy providing coverage for the work to be performed pursuant to and under this Agreement and to provide the APPLICANT a copy of the insurance policy declaration sheet confirming the addition of ALDOT thereto.

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If the applicant is not a county, incorporated municipality, or state governmental agency or institution then:

The APPLICANT will protect, defend, indemnify and hold harmless the State of Alabama, ALDOT, 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.

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

18. 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.

19. In no case shall post development drainage from beyond the ROW Limits, directed toward the roadway, be greater than the pre-construction runoff nor shall the post development increase the runoff within the ROW. Should the post development drainage increase to unacceptable levels, the property owner shall restore drainage to the pre-construction levels and restore the ROW to pre-construction conditions.

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 our hands and seals, this the _____ day of _____, 20_____.

WITNESS:

City of Huntsville
Legal Name of Applicant

By: _____
Authorized Signature and Title for Applicant

Tommy Battle, Mayor
Typed or Printed Name of Signee

320 Fountain Circle SW
Address Line 1

Huntsville, AL 35801
Address Line 2

256-427-5300
Telephone Number

FOR OFFICIAL USE ONLY

RECOMMENDED FOR APPROVAL:

DISTRICT:	_____	_____	_____
	Printed Name	Signature	Date
AREA:	_____	_____	_____
	Printed Name	Signature	Date
REGION:	_____	_____	_____
	Printed Name	Signature	Date

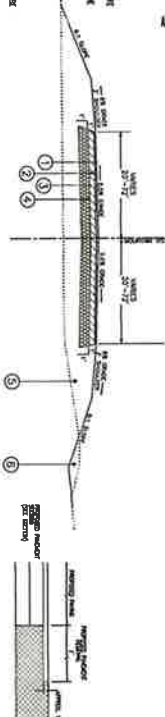
APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS TRANSPORTATION
DIRECTOR

(PLEASE CHECK APPROPRIATE BOX)

- ☐ CENTRAL OFFICE
- ☐ REGION
- ☐ AREA
- ☐ DISTRICT

By: _____

Printed Name	Signature	Date
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PAVEMENT TRANSITION DETAIL

NTS

All documents including Drawings, and bid Specifications prepared or furnished by Firms listed on face, are instruments of service in respect of the client and Firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended to represent or be suitable for reuse by the Client or others on variations of the Project or on any other project. Any reuse without written verification by Firms listed on face, will entitle Firms listed on face to further compensation at rates to be agreed upon by Firms listed on face.

	REVISIONS
	DATE:
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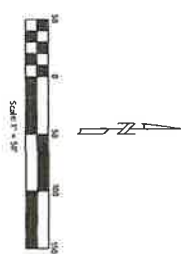
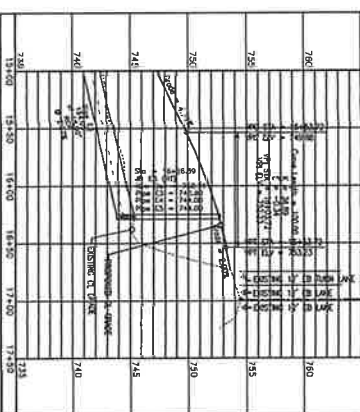
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Diagram illustrating a pavement transition detail. The diagram shows a cross-section of a road surface with various layers and materials. The layers are labeled from top to bottom: Pavement Surface, Subgrade, Base, and Subbase. A Transition Zone is indicated, containing a Transition Layer and Transition Material. The diagram also shows a vertical line representing the edge of the pavement and a horizontal line representing the ground surface.

ALDOT PERMIT

THE COMMONS AT TRAILHEAD

CITY OF HUNTSVILLE



VICINITY

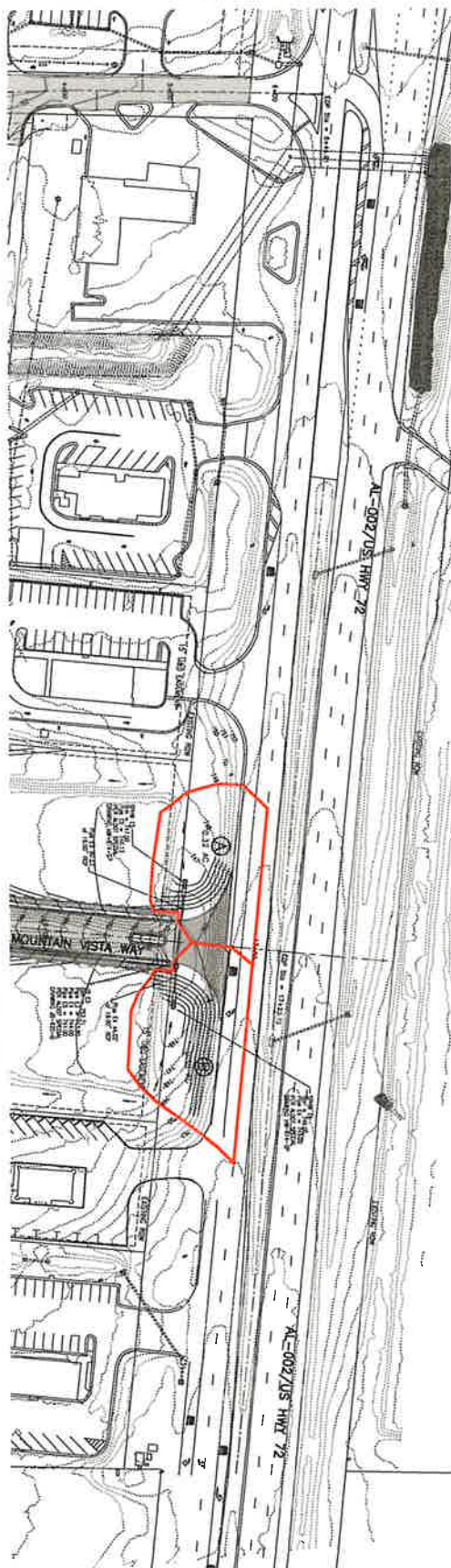
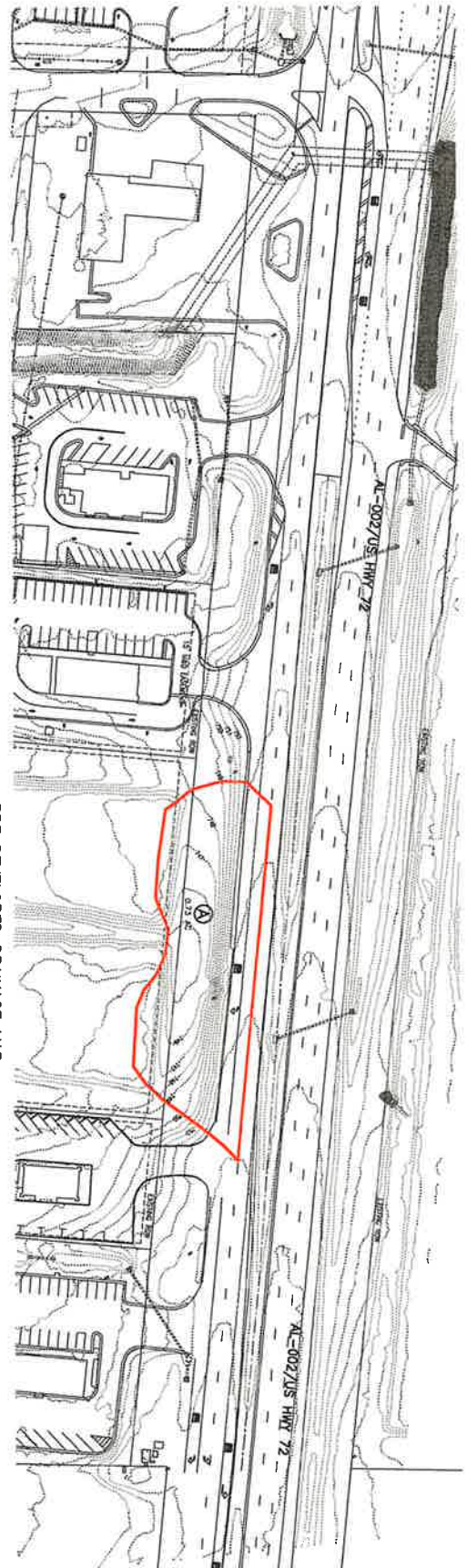
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1

PLAN

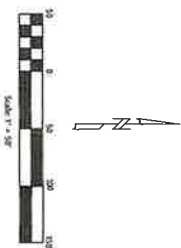
SCALE: 1"=5'-0"	
JOB NO.	22-903
DATE:	3-22-22
DRAWN BY:	ENL
CHECKED BY:	JMM
FINAL DATE:	

SHEET NUMBER

1

[illegible]

- THERE IS A 0.0% INCREASE TO THE ADOT ROW AS A RESULT OF THIS PROJECT. INCREASES NOTED ARE DUE TO THE ADDITIONAL ASPHALT REQUIRED TO CONSTRUCT THE RIGHT IN/ RIGHT OUT CONNECTION. DRAINAGE FROM DISCLOSED SITE WILL NOT BE DIRECTED ONTO STATE RIGHT OF WAY



POST DEVELOPED DRAINAGE MAP

PRE DEVELOPED DRAINAGE MAP

ALDOT PERMIT

THE COMMONS AT TRAILHEAD

PREPARED FOR:	CITY OF HUNTSVILLE
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MULLINS, LLC
CIVIL ENGINEERING, DEVELOPMENT OF SURVEYING, LANDSCAPE ARCHITECTURE
2021 West Elm Street, Suite 100, Harrisburg, PA 17104
(256) 650-5311

All documents including Drawings and bid Specifications prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse without written verification by Firms listed on face, will entitle Firms listed on face to further compensation at rates to be agreed upon by Firms listed on face.

REVISIONS
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PLAN

SCALE: 1"=50'

JOB NO. 22-8000

DATE: 3-22-80

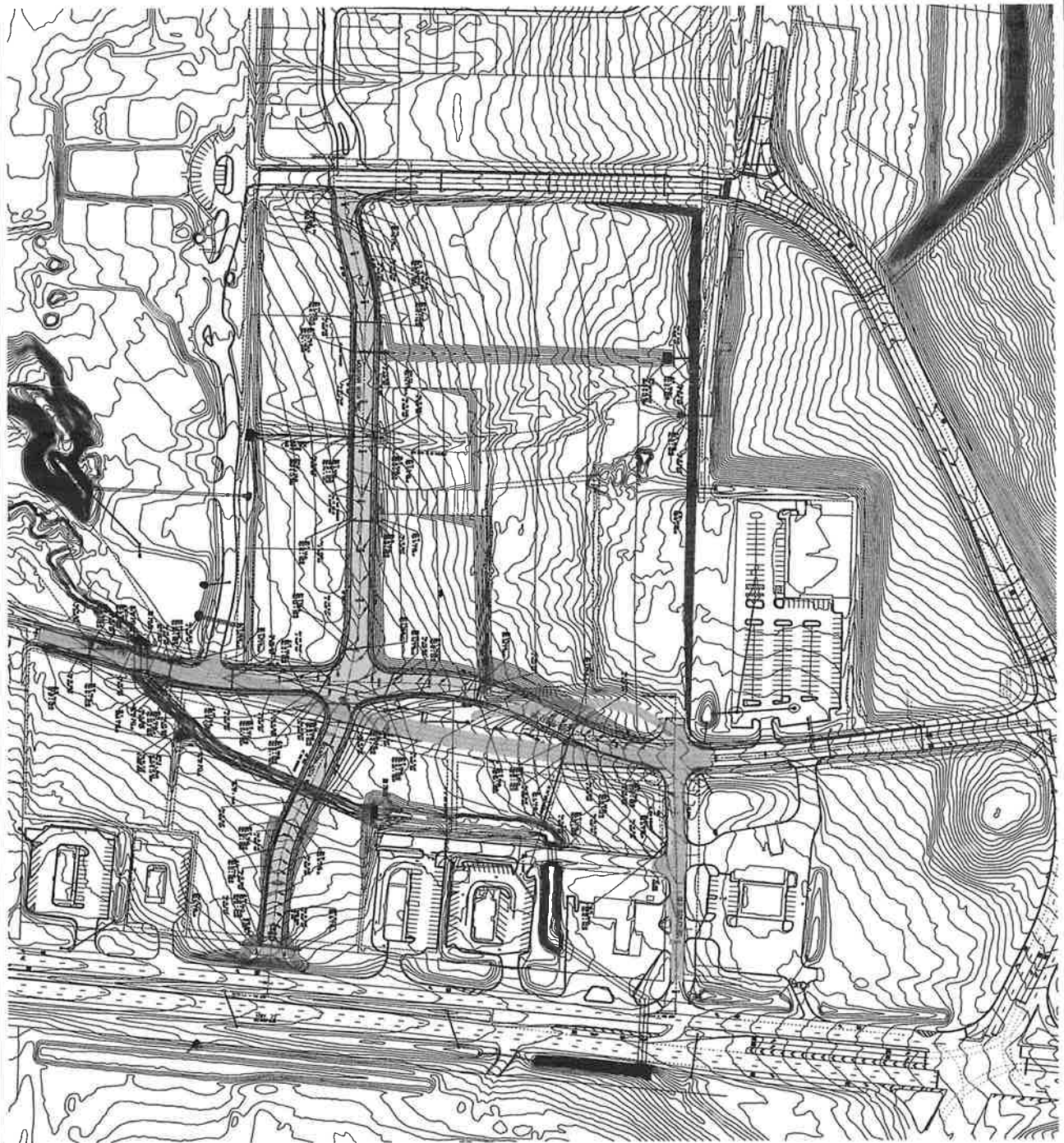
DRAWN BY: ENC

CHECKED BY: JMM

FINAL DATE:

SHEET NUMBER

2



SHEET NO. 23-020 DATE: 3-22-23 DRAWN BY: EML CHECKED BY: JMW FINAL DATE:	PLAN	ALDOT PERMIT OVERALL DEVELOPMENT LAYOUT THE COMMONS AT TRAILHEAD	MULLINS, LLC CIVIL ENGINEERING, DEVELOPMENT DESIGN SURVEYING, LANDSCAPE ARCHITECTURE 287 West 13th Avenue, Suite 300, Highgate, AL 35894 (205) 699-5332	As documents including Drawings and bid Specifications prepared or furnished by Firms listed on face, are instruments of service in respect of the client and firms listed on face, shall retain an ownership and property interest therein whether or not the Project is completed. Such documents are not intended or represented to be suitable for reuse by the Client or others on extension of the Project or on any other project. Any reuse without written verification by Firms listed on face, will entitle Firms listed on face to further compensation of rates to be agreed upon by Firms listed on face.	REVISIONS DATE: _____ DATE: _____ DATE: _____ DATE: _____
	PREPARED FOR: CITY OF HUNTSVILLE	SHEET NUMBER 3			