

INVOICE

ALABAMA DEPARTMENT OF TRANSPORTATION
MONTGOMERY, ALABAMA

RECEIVED
JUL 09 2020

BY: _____

SOLD TO: City of Foley
P.O. Box 1750
Foley, AL 36536

Date April 14, 2016
Vendor 636001263 01
CPMS 4331/STATS-100049452

FINAL SETTLEMENT

City's Share of Cost of Project No. ST-002-059-019

Total Cost of Project (Statement Attached)	322,585.87
Less State Public Road and Bridge	161,292.94
Overruns for City's Participation	161,292.93
Less City's Contribution (chk#007566 9/21/06)	150,000.00
Remittance Due from City	11,292.93

COPY OF AGREEMENT ATTACHED

Remittance Address: Alabama Department of Transportation
Attention: Bill Flowers Room P101
1409 Coliseum Boulevard
Montgomery, Alabama 36130-3050
Questions, please call Tamiko Jordan (334) 242-6364.

STATE OF ALABAMA, Montgomery County} Before me, a notary public in and for said State and County, personally appeared Bill Flowers, Director of Finance & Audits for Alabama Department of Transportation who says upon oath, that the written account is correct, due, and unpaid.

Carol Leigh Richards
NOTARY PUBLIC

x Bill Flowers
DIRECTOR OF FINANCE & AUDITS

Sworn to and subscribed before me this 15 date of April 20 14

My commission expires 7-24-14

Approved By [Signature]
PO/Resolution# RES 2827-06
Account # _____
Check # _____
Date Paid _____

PAST DUE
1st Notice 9/26/19
2nd Notice 6/25/2020
3rd Notice _____

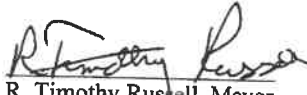
RESOLUTION NO. 2827-06
APPROPRIATING FUNDS AND APPROVING
MEMORANDUM OF UNDERSTANDING WITH ALDOT

NOW THEREFORE BE IT RESOLVED that the City of Foley appropriates \$150,000 (ONE HUNDRED FIFTY THOUSAND AND NO/100) Dollars for traffic signal maintenance agreement for a project to upgrade the traffic signals at the Alabama 59 intersections of Michigan Avenue, Azalea Avenue and County Road 20.

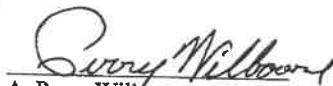
BE IT FURTHER RESOLVED, by the City Council of the City of Foley, Alabama that the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for the upgrade, maintenance and operation of a traffic signal at the intersections of AL 59 at Azalea Avenue, AL 59 at Michigan Avenue, and AL 59 at County Road 20. Which agreement is before this Council, and that the agreement be executed in the name of the Council for and on its behalf, by the Mayor of the City, and that it be attested by the City Clerk and the seal of the City be 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 5th day of September 2006.


R. Timothy Russell, Mayor

ATTEST:


A. Perry Wilbourne
City Clerk/Administrator



BOB RILEY
GOVERNOR

**ALABAMA
DEPARTMENT OF TRANSPORTATION**

NINTH DIVISION
OFFICE OF DIVISION ENGINEER
1701 I-65 WEST SERVICE ROAD N
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX: (251) 473-3624



JOE MCINNES
TRANSPORTATION DIRECTOR

August 17, 2006

The Honorable Tim Russell
Mayor of Foley
P.O. Drawer 400
Foley, Alabama 36536

Dear Mayor Russell:

RE: Traffic Signals

Attached for your review and further processing is a memorandum of understanding and traffic signal maintenance agreement for a project to upgrade the traffic signals at the Alabama 59 intersections of Michigan Avenue, Azalea Avenue, and County Road 20. Please execute these documents and return them along with a check in the amount of \$150,000 made payable to the Alabama Department of Transportation.

If any additional information is needed, please advise.

Sincerely,

R.F. Poiroux, P.E.
Division Engineer

RFP/WPC/ij
Attachments
c: Mr. Steve Watkins
Mr. Wayne Curry
Ms. Deborah Leo
File

Project Number: ST-002-059-019

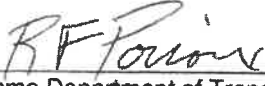
Accounting Project Number: 100049452

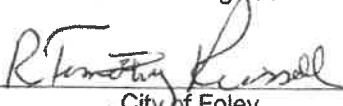
MEMORANDUM OF UNDERSTANDING

FUNDING RATIO FOR THE UPGRADE OF THE TRAFFIC SIGNALS LOCATED AT THE ALABAMA 59 INTERSECTIONS OF MICHIGAN AVENUE, AZALEA AVENUE, AND COUNTY ROAD 20 IN FOLEY, ALABAMA

The Alabama Department of Transportation (hereinafter referred to as the STATE) and the City of Foley, Alabama (hereinafter referred to as the CITY) wishes to upgrade the traffic signals located at the Alabama 59 intersections of and Michigan Avenue, Azalea Avenue, and Baldwin County 20 in Foley. This project requires participation by the STATE and the CITY in funding the installation cost. The total estimated cost of the project is \$300,000 with 50 percent funded by the STATE and 50 percent funded by the CITY.

In the event the final installation cost is less than the total estimated cost, the STATE and the CITY will share in the cost underrun at the above-mentioned funding ratio and therefore the STATE will refund to the CITY 50 percent of the underrun. In the event the final installation cost exceeds the total estimated cost, the STATE and the CITY will share in the cost overrun at the above-mentioned funding ratio and therefore the CITY will submit a check to the STATE for 50 percent of the cost overrun.


Alabama Department of Transportation
Division Engineer


City of Foley
Authorized Signature

Permit Number 200609004Project Number ST-002-059-019Division NINTHCounty BALDWIN

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE INSTALLATION AND/OR MAINTENANCE OF
TRAFFIC CONTROL SIGNALS AND/OR STREET LIGHTING

This Agreement, in accordance with resolution number 2827-06
dated 5 SEPTEMBER 2005, attached hereto and made a part of this Agreement, is made
and entered into by and between the Alabama Department of Transportation (hereinafter referred to as STATE),
CITY OF FOLEY (hereinafter referred to as OWNER), and [☐ applicable
(☒ not applicable)] (hereinafter referred to as PERMITTEE,
if applicable and so indicated) for the accomplishment of the following work as hereinafter indicated by the
alphabetic letter of X marked in parenthesis, to wit:

☐ A. Installation of new:

☐ Traffic Control Signals

☐ Flashing Signal(s)

☐ Street Lighting

☐ Other: _____

☒ B. Upgrading of existing traffic control signal(s) and/or street lighting.

☐ C. Removal of existing traffic control signal(s) and/or street lighting.

☒ D. Operation and maintenance of installed or upgraded existing traffic control signal(s) and/or street
lighting.

The accomplishment of the work above indicated by the alphabetic letter X marked in 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): *NOTE - If more space is needed, please use continuation sheets.*

AL 59 @ Azelea

AL 59 @ Michigan

AL 59 @ County Road 20

Now therefore, in consideration of the benefits occurring to each of the parties to this Agreement from the
accomplishment of the work hereinbefore described, the parties hereto do hereby agree to the following provisions
and terms for the accomplishment of the work hereinabove identified.

1. In the event the work to be accomplished is hereinabove identified by A and/or B, the
(☒ STATE (☐ OWNER (☐ PERMITTEE will furnish and the (☒ STATE (☐ OWNER (☐ PERMITTEE
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 OWNER and/or PERMITTEE will be credited or debited for
under-runs or overruns respectively, then "Exhibit O" is attached to and made a part of this agreement.
2. In the event the OWNER and/or PERMITTEE agrees to furnish and install the equipment and/or associated
hardware at its own expense, the STATE will not participate in either the purchase, installation, maintenance, or
provision of electrical energy for the equipment and/or associated hardware.
3. The equipment and/or associated hardware shall be installed in accordance with the applicable following:
 - A. Manual on Uniform Traffic Control Devices for Streets and Highways, current edition.
 - B. The State of Alabama Special and Standard Highway Drawings, current year version.
 - C. The National Electrical Code, current edition.
 - D. Alabama Department of Transportation Standard Specifications of Highway Construction, current edition.
 - E. Special Provision #3483, dated 15 September 1999, SECTION 750 - Furnishing & Installing Roadway
Lighting System.

F. Code of Alabama, 1975 (as Amended) with specific reference to:

- 1) §23-1-113, Municipal Connecting Link Roads - Stipulations and conditions [specifically subparagraphs (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.

4. The STATE shall determine the type, quality, and quantity of the equipment and/or associated hardware to be utilized in the accomplishment of the work hereinbefore provided for under this Agreement. In the event the OWNER and/or PERMITTEE furnishes and/or installs the equipment and/or associated hardware to be utilized in the accomplishment of the work hereinabove identified by A and/or B, the OWNER and/or PERMITTEE 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 as maintained by the STATE's Bureau of Materials and Tests.
5. 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.
6. 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 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; Alabama Department of Transportation Standard Specifications for Highway Construction; and Special Provision #3483, dated 15 September 1999, SECTION 750. 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 to the STATE all such costs incurred by the STATE promptly upon receipt of the invoice from the STATE.
7. 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. In the event the STATE furnished equipment and/or associated hardware is removed by the OWNER at any future time, all such equipment shall be removed and returned to the STATE.
10. If future traffic conditions require changes and/or adjustments to said equipment and/or associated hardware (other than ordinary timing), the OWNER will obtain the approval of the STATE before such changes are implemented. All such changes shall be at the sole cost and expense of the OWNER.
11. 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.
12. 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 of Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the 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.

13. TERMINATION DUE TO INSUFFICIENT FUNDS

- a). If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
 - b). In the event of proration of the fund from which payment under this Agreement is to be made, this Agreement will be subject to termination.
14. Traffic volume counts, traffic signal warranting criteria, traffic signal diagrams, and final construction plans, as applicable, are attached hereto and made part of this Agreement.
15. Type and number of signal heads (Example: 1 each 1 way, 3 section, 12 in. red, 12 in. yellow, 12 in. green).

TYPE OF SIGNAL		CONTROLLER									
☒ Traffic Control ☐ Pedestrian Control ☐ Flashing Beacon ☐ Lane Control ☐ School Flasher ☐ R. R. Crossing ☐ Flasher With Sign Message ☐ Other	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Make:</td> <td style="width: 50%;">Model #:</td> </tr> <tr> <td>☐ Fixed Time</td> <td>☐ Two Phase</td> </tr> <tr> <td>☐ Semi Actuated</td> <td>☐ Four Phase</td> </tr> <tr> <td>☒ Full Actuated</td> <td>☒ Eight Phase</td> </tr> <tr> <td></td> <td>☐ Other</td> </tr> </table>	Make:	Model #:	☐ Fixed Time	☐ Two Phase	☐ Semi Actuated	☐ Four Phase	☒ Full Actuated	☒ Eight Phase		☐ Other
Make:	Model #:										
☐ Fixed Time	☐ Two Phase										
☐ Semi Actuated	☐ Four Phase										
☒ Full Actuated	☒ Eight Phase										
	☐ Other										
SYSTEM ☒ YES ☐ NO											

16. Distance in feet to the nearest adjacent traffic control signal:
- North >1000 South >1000 East N/A West N/A
17. Vertical and horizontal clearances for all traffic control signal equipment and/or associated hardware shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways and the Alabama Department of Transportation Special and Standard Highway Drawings, current year edition.
18. The cycle length for actuated controller(s) shall be dictated by traffic actuation of the detectors, with minimum time ratios established from data contained in the traffic volume count. The cycle length and green time for fixed time controller(s) shall be dictated by the traffic volume count with adjustments when STATE approved.
19. In the event the warranting of the traffic signal(s) is based on projected traffic volumes developed and generated by a qualified Transportation Engineering consulting firm using computer programs, data and methodology noted in the Transportation Research Board's Highway Capacity Manual and the Institute of Transportation Engineers Trip Generation Handbook. If after the traffic signal is installed, the actual traffic volumes do not meet the Manual on Uniform Traffic Control Devices projected warranting criteria, the STATE reserves the right to demand the removal of the traffic signal and/or associated hardware from the STATE highway system.
20. In the event the work to be accomplished is hereinbefore identified by A and/or B 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 alphabetic letter X marked in parenthesis 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 ☐ PERMITTEE ☒ STATE ☐ OWNER shall substantiate the work identified by A and/or B to be SYSTEM compatible. Evidence of substantiation shall be submitted to the STATE prior to the execution of this Agreement and shall include a minimum of three (am peak, pm peak, and off peak) timing plans (cycle, split, and offset combinations) for all phasing sequences with associated time/space diagrams for each intersection location identified hereinbefore by A and/or B and any immediately adjoining intersection(s) not identified hereinbefore but part of a SYSTEM. Said submittals may be computer generated; submittals may include simulation file data. The STATE reserves the right to require the use of any existing timing plan(s) in effect prior to the execution of this Agreement if the work constitutes an addition to or a part of a SYSTEM; any use of the existing number of timing plans may supersede the hereinabove required minimum of three. Submittal data described herein, as applicable, are attached hereto and made a part of this Agreement.

In 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 Maintenance Engineer.

(Seal of OWNER)

City of Foley, Alabama, a
Legal Name of PERMITTEE (if applicable)
Municipal Corporation

By: R. Timothy Russell
Authorized Signature R. Timothy Russell
Mayor

Attest: A. Perry Wilbourne
A. Perry Wilbourne
City Clerk/Administrator
Recommended for approval:

Legal Name of OWNER

By: _____
Authorized Signature

By: B. F. Fariss
Division Engineer

Approved as to form:

By: Jim R. Ippolito, Jr.
Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

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

The within and foregoing Agreement is hereby approved on this 1st
day of November, 2006.

APPROVED:

By: Timothy Russell
State Traffic Engineer

By: J. E. Lutz
Maintenance Engineer

