

TRANSPORTATION COMMITTEE MEETING

MONDAY, AUGUST 22, 2022 / 2:00 P.M. / CITY COUNCIL CHAMBERS / CITY COUNCIL FACEBOOK

COUNCILOR DR. DARRELL B. O'QUINN, CHAIR

COMMITTEE MEMBERS: COUNCILORS LATONYA A. TATE AND CLINTON P. WOODS

AGENDA

- I. CALL TO ORDER**
- II. APPROVAL OF AGENDA / MINUTES – August 8, 2022.**
- III. NEW APPLICANT: Birmingham Regional Paratransit Consortium DBA Clastran
OWNER: SHARI SPENCER**
- IV. BPA BOARD APPOINTMENT: Jeff Havercroft**
- V. ALDOT ROADWAY LIGHTING MAINTENANCE AGREEMENT
PRESENTED BY: COLIN ALEXANDER, BDOT**
- VI. RAILROAD CROSSING ELIMINATION GRANT
PRESENTED BY: COLIN ALEXANDER, BDOT**
- VII. OLD AND NEW BUSINESS**
- VIII. ADJOURNMENT**

TO WATCH ON FACEBOOK, GO TO <http://www.facebook.com/citycouncilbham>

THE NEXT REGULARLY SCHEDULED TRANSPORTATION COMMITTEE MEETING WILL BE **MONDAY, SEPTEMBER 12, 2022 AT 2:00 P.M. AGENDA ITEMS MUST BE SUBMITTED BY THURSDAY, SEPTEMBER 7, 2022 BY 2:00 P.M. VIA E-MAIL TO: kimberly.phillips@birminghamal.gov. SHOULD YOU NEED TO CONTACT US, PLEASE CALL 205.254.2679.**

JOINT TRANSPORTATION AND SPECIAL CALLED COMMITTEE OF THE WHOLE MEETING
MONDAY, AUGUST 8, 2022 | 2:00 P.M.
CITY COUNCIL CHAMBERS | CITY COUNCIL

FACEBOOK

<http://www.facebook.com/citycouncilbham>

MINUTES

COUNCILOR DARRELL B. O'QUINN, CHAIR
COUNCILORS LATONYA A. TATE AND CLINTON P. WOODS, COMMITTEE MEMBERS

Councilor(s) Present: O'Quinn, Tate, Woods

I. CALL TO ORDER

The Meeting was called to order by the Committee Chair, Councilor O'Quinn.

II. APPROVAL OF AGENDA / MINUTES – June 27, 2022.

Action Taken:

Councilor Woods Motioned to Approve.

Councilor O'Quinn Seconded the Motion.

The June 27, 2022 Joint Transportation and Special Called Committee of the Whole Meeting Minutes were approved as recorded.

III. BPA BOARD APPOINTMENT: LaKisha Mack

Action Taken:

The Committee has interviewed the candidate to fill the vacancy.

Councilor Woods Motioned to Approve.

Councilor O'Quinn Seconded the Motion.

Item Recommended to the City Council Agenda for an Appointment on the BPA Board.

IV. BJCPA BOARD APPOINTMENT: Charles Williams II

Action Taken:

The Committee has interviewed the candidate to fill the vacancy.

Councilor Woods Motioned to Approve.

Councilor O'Quinn Seconded the Motion.

Item Recommended to the City Council Agenda for an Appointment on the BJCPA Board.

V. BDOT UPDATE

Update provided by Colin Alexander

Key highlights from The World Games

Overall ridership on the transit line was successful and strong through out the entire duration of the games.

During the week, there was either no wait for a ride or a ten-minutes or less time.

During the opening and closing ceremonies, there were large crowds at the hubs, which led some waits, but overall it was a very efficient system.

During the ten-day event, there were over 17,000 rides, including over 5,000 unique riders.

During the best day of ridership, there were over 2,500 rides.

VIA On Demand completed 3,000 total rides during the ten-day event with a daily ridership record on the second day of the game at 377.

Action Taken:

No Action – Information Only

FACEBOOK

<http://www.facebook.com/citycouncilbham>

MINUTES

ALDOT INTERSTATE PROJECTS

I-20 Exit 130A&B

The project is currently on hold.

Interstate Lighting

The project to convert the LED interstate lighting from downtown to the airport is in the completion phase.

The cost of the project is \$2 million.

The next step is to review the project and plan the next phase.

Action Taken:

No Action – Information Only

BJCTA UPDATE

Update on BRT and Birmingham Xpress provided by Samuela South

In the final stages of the safety and security certification for BRT.

A report will be submitted to the FTA, and will take 4-6 weeks for review.

The revenue period should start mid-to-late September.

There will be a significant media push that will begin to talk about how Birmingham Xpress can be utilized throughout the City. The first 90 days will be fare free.

A television campaign, "Your Move," is in final production. This is also run on radio and social media. The plan is to have it pushed out one month before the revenue start date.

Action Taken:

No Action – Information Only

VI. OLD AND NEW BUSINESS

None

VII. ADJOURNMENT

Councilor Woods Motioned to Adjourn.

Councilor Tate Seconded the Motion.

The Meeting Adjourned.



CITY OF BIRMINGHAM

BIRMINGHAM POLICE DEPARTMENT

TO THE CITY CLERK

August 15, 2022

Chairperson Councilor O'Quinn
Transportation Committee Members
710 20th Street North
Birmingham, AL 35203

Shari Spencer- Clastran has submitted a new application for a **Non-Emergency Medical Service** to operate in the City of Birmingham. The applicant has met the necessary requirements to move forward with the application.

Det. Z.Pitts

710 20th STREET NORTH BIRMINGHAM, AL 35203

TO THE CITY CLERK

City of Birmingham
Application for Certificates of Public Necessity and Convenience

This is an application to establish a transportation service for operation in the municipal limits of the City of Birmingham or to add additional permits to a pre-existing and duly licensed transportation service.

Please Circle one: New Application Existing Service

_____ On Demand-For Hire (includes Pedicab, Sedan, Shuttle, and SUV)

Specify type of service: _____

Number of permits requesting: _____ (minimum required for all sedan/shuttle operations)

If existing service, how many current permits for vehicles held? _____

_____ Prearranged (includes Bus, Executive Sedan, Limousine, Luxury Bus, Specialty Limousine, and Stretch Luxury Limousine)

Specify type(s) of service: _____

Number of permits requesting: _____

If existing service, how many current permits for vehicles held? _____

_____ Shuttle (includes Airport Shuttle, Jitney Shuttle, and Suburban Shuttle)

Specify type(s) of service: _____

Number of permits requesting: _____

If existing service, how many current permits for vehicles held? _____

X Non-Emergency Medical Transport

Number of permits requesting: 22

If existing service, how many current permits for vehicles held? _____

_____ Courtesy Transportation (Sedan, Shuttle, and SUV)

Number of permits requesting: _____

If existing service, how many current permits for vehicles held? _____

City of Birmingham
Application for Certificates of Public Necessity and Convenience

Corporate Owners

Corporate Name: Birmingham Regional Paratransit Consortium

Trade Name (if applicable): DBA / Clastran

Date of Incorporation: 10/5/1996 include copy of Articles of Incorporation – attachment #1

Name of all d/b/a's associated with the above stated Corporate Entity: *If utilizing fictitious name(s) for a person, firm, group, combination of individuals or partnership, evidence of said compliance with Alabama state statutes must accompany this application.*

Please See Attached

Business Street Address: 2100 16th Ave S Ste 55

City: Birmingham ST: AL Zip: 35205

Business Mailing Address: P.O. Box 10386

(if different from above)

City: Birmingham ST: AL Zip: 35202

Phone: 205-325-8787 Fax: 205-325-8788

Email: Spencer@Clastran.com

Corporate Principal Officer: Heather Carter

Drivers License #: _____

State of Issuance: AL Expiration Date: 8/3/2024

*Central Alabama's Specialized Transit Serving Jefferson, Shelby, and Walker County
A Project of the Birmingham Regional Paratransit Consortium*

Board of Directors FY 2020-2021 Contact Information

**President Heather Carter, Jefferson
County Roads & Transportation Director**
Room A-200 Courthouse
716 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203
Tel: (205) 325-5154
Fax: (205) 325-5156
E-mail: carterh@jccal.org

**Vice President Michelle Inman, City of
Birmingham Mayor's Office**
710 20th Street North
Birmingham, AL 35203
Tel: (205) 254-2144
Fax: (205)323-0085
E-Mail: michelle.inman@birmingham.al.gov

**Secretary Treasurer Laura King
Nutrition and Transportation Supervisor
Middle Alabama Area Agency on Aging
(M4A)**
Physical Address: 209 Cloverdale Circle
Alabaster, AL 35007
Mailing Address: P.O. Drawer 618 Saginaw,
AL 35137
Main Line: (205) 670-5770
Toll-Free: (866) 570-2998
Fax: (205) 378-4198
Email: lking@m4a.org

**Christie Pannell-Hester
Manager, Planning and Community
Development
Shelby County Development Services
Shelby County, Alabama**

1123 County Services Drive
Pelham, AL 35124
Tel: (205) 620-6623 (Office)
Fax: (205) 620-6630
Cell (205) 260-5941
E-mail: chester@shelbyal.com

**Mayor Gary Ricardson, City of Midfield
(Jefferson County Mayors' Assoc.)**
725 Bessemer Super Highway
Midfield, Alabama 35228
Tel: (205) 923-7578
E-Mail: midfieldmayor@bellsouth.net

Stan Hogeland, Mayor (MPO Chairman)
City of Gardendale
925 Main Street
P.O. Box 889
Gardendale, Al.
Tel: (205) 631-8787
Email: cityofgardendale.com

**Fred Hawkins (Vice Chairman, Proxy)
City of Alabaster**
104 8th Ave NW
Alabaster, Al. 35007
Tel: (205)664-6825
Email: fhawkins@cityofalabaster.com

**Unassigned member for the Advisory
Board**

City of Birmingham
Application for Certificates of Public Necessity and Convenience

Corporate Owners (continued)

Corporate Officers/Directors (use back of sheet if necessary)

Full Name/Title

Please See Attachment

Registered Agent:

Business Street Address: 2100 10th Ave S. Ste 55

City: Birmingham ST: AL Zip: 35205

Business Mailing Address: P.O. Box 10386

(if different from above)

City: Birmingham ST: AL Zip: 35202

Phone: 205-325-8187 Fax: 205-325-8188

Email: Spencer@gmail.com

Signature of Agent: Shari Spencer

Applicants representing corporations must submit written documentation that said individual is authorized to act on behalf of the corporation. - Attachment #2

Emergency Contact information:

Name: Shari Spencer

Phone: 205-965-1810
205-873-8170

Beth Chapman
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Beth Chapman, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Miscellaneous Entry filed on behalf of Birmingham Regional Paratransit Consortium, as received and filed in the Office of the Secretary of State on 07/17/2006.



2012072500001318

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

07/25/2012

Date

Beth Chapman

Beth Chapman

Secretary of State

NEW

RENEWAL NUMBER

CROSS REFERENCE NUMBER

72 APB 005494

NATIONAL FIRE & MARINE INSURANCE COMPANY OMAHA, NEBRASKA BUSINESS AUTO COVERAGE DECLARATIONS

The Declarations include a second part designated "Part 2".

Producer

R-T SPECIALTY - ATLANTA 5565 GLENRIDGE CONNECTOR STE 550 ATLANTA, GA 30342 Corporation

ITEM ONE NAMED INSURED & ADDRESS BIRMINGHAM REGIONAL PARATRANSIT CONSORTIUM DBA: CLASTRAN PO BOX 10386 BIRMINGHAM, AL 35202

FORM OF NAMED INSURED'S BUSINESS: NAMED INSURED'S BUSINESS: NEMT

POLICY PERIOD: Policy covers FROM 05/25/2022 1:46 PM TO 05/25/2023 12:01 A.M. Standard Time at the Named Insured's Address stated above.

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage .

Table with 4 columns: COVERAGES, COVERED AUTOS, LIMIT OF INSURANCE, PREMIUM. Rows include LIABILITY, PERSONAL INJURY PROTECTION, ADDED P.I.P., PROPERTY PROTECTION INSURANCE, AUTO MEDICAL PAYMENTS, UNINSURED MOTORISTS, UNDERINSURED MOTORISTS, PHYSICAL DAMAGE INSURANCE, and summary rows for FORMS AND ENDORSEMENTS.

Countersigned At RSG Specialty, LLC Atlanta, GA

By AUTHORIZED SIGNATURE

In Witness whereof, we have caused this policy to be executed and attested.

Handwritten signature of Secretary

Secretary

Handwritten signature of President

President

M-5605 (02/2011)

This contract is registered and delivered as surplus line coverage under the Alabama Surplus Line Insurance Law

05/26/2022

JEFFREY V. HAVERCROFT, P.E.

2136 16th Ave S, Apt 3A

205.706.8170

jeff.havercroft@gmail.com

SUMMARY

Civil Engineer with 15+ years experience, including civil/site, transportation, utility, and environmental design, construction management, and building product design and manufacturing. Possess both Alabama professional engineering license and Alabama law license.

WORK EXPERIENCE

SARCOR, LLC, Birmingham, AL

Senior Civil Engineer, April 2019 – Present

- Manage all phases of civil/site, transportation, utility, and environmental engineering projects, including project acquisition, project design, contract bid and award, construction engineering and inspection (CE&I), and project closeout.
- Develop project management plans to track and maintain project scope, schedule, and budget.
- Coordinate with project owners, outside consultants, and governmental agencies for regulatory and permitting approvals
- Provide training and guidance to junior employees on project design and construction management.

JEFFREY HAVERCROFT, P.E.

Self-Employed (Part-time), September 2018 – Present

- Segmental Retaining Wall design
- Sanitary sewer pipeline rehabilitation (PVC Fold-and-Form Liner) design

SHELBY COUNTY, ALABAMA DEVELOPMENT SERVICES DEPARTMENT

Senior Civil Engineer, February 2018 – September 2018

- Civil/Site design and construction administration for County park and recreation facilities (trails, pavilions, restrooms).

HOMELAND VINYL PRODUCTS, INC., Birmingham, AL

Technical Services Manager, September 2013 – February 2018

- Coordinate with engineers, architects, contractors and code officials to develop product submittal packages for PVC building products, including guardrails, deckboards, and fencing.
- Provide engineering and technical support to product distributors, contractors and end-users.
- Design and maintain in-house testing standards for code-compliant building products (fence, deck and guardrails) and participate in periodic program audits.
- Provide designs and specifications for storm and sanitary sewer pipeline rehabilitation products.
- Develop, implement, and maintain quality control program across multiple nationwide production facilities.
- Direct and supervise administrative and technical staff.

WISER COMPANY, LLC, Birmingham, AL

Project Engineer, April 2009 – September 2013

Engineering and Design

- Roadway and intersection improvements, sidewalk improvements, and greenway trails, including quantity and cost estimates.
- Sanitary sewer improvements, including coordination with State Revolving Fund Facilities Plan.
- Storm water drainage system and detention pond design, including preparation of hydrology reports.
- Wastewater treatment pond design for industrial/surface mining facilities.
- Erosion control and storm water BMP plans.

Permitting and Regulatory Compliance

- Prepare NPDES Construction General Permit applications.
- Prepare general and individual NPDES permit applications for industrial facilities, including storm water pollution prevention plans (SWPPP) and spill prevention, control, and countermeasures (SPCC) plans.
- Prepare air quality permit applications for industrial facilities, including particulate estimates

Administration and Management

- Coordinate projects with others, including environmental, geotechnical, surveying, construction, and regulatory professionals.
- Prepare grant applications for Local Public Agency funding for transportation projects.
- Prepare right-of-way and easement acquisition documents.
- Develop project proposals to existing and prospective clients.
- Draft and review professional services agreements.
- Participate in project team meetings, risk management committee, and ISO 9001 quality compliance audits.
- Direct and supervise administrative and technical support staff.

L.A.I. ENGINEERING, Birmingham, AL

Project Engineer, March 2007 – March 2009

- Develop civil/site construction plans for commercial, industrial and residential land development projects, including site, grading, utility and erosion control plans.
- Ensure project compliance with applicable environmental, zoning, and subdivision regulations.
- Prepare NPDES Construction General Permit applications and BMP plans.
- Inspect construction site erosion control BMPs for compliance with plan and permit requirements.
- Design of storm water detention ponds and structures, including preparation of hydrology reports.
- Develop base grade and closure plans for solid waste disposal/landfill facilities.

EDUCATION

University of Alabama at Birmingham
Bachelor of Science, 2007 (Civil Engineering)

University of Alabama School of Law
Juris Doctorate, 1998 (Law)

James Madison University
Bachelor of Arts, 1993 (English/Technical Writing)

PROFESSIONAL LICENSURE

Professional Engineer

Alabama Board of Licensure (AL-32428)
2011 – Present

Attorney-at-Law

Alabama State Bar Association
September, 1998 – Present


OTHER EXPERIENCE

U.S. Marine Corps Reserve, 1987-1993
4th Civil Affairs Group, Anacostia Naval Station, Washington D.C.
Service in Operation Desert Storm, November 1990-May 1991



CITY OF BIRMINGHAM
DEPARTMENT OF TRANSPORTATION

Memorandum

To: City Leadership
From: James Fowler, Director of Transportation 
Date: August 16, 2022
Re: Lighting Maintenance Agreement for State Routes

We have been asked to execute a maintenance agreement with the Alabama Department of Transportation that would allow Alabama Power to continue their lighting maintenance work along state routes that pass through the City of Birmingham.

Our understanding is that this agreement is a recent requirement of ALDOT, and it will allow Alabama Power to continue performing this work. Our office is recommending that we execute this agreement in order to allow Alabama Power to continue maintaining the lighting along state routes.

Thank you.



DEPARTMENT OF TRANSPORTATION

Recipient Name
Date
Subject (shortened)



PUTTING PEOPLE FIRST

City of Birmingham City Attorney's Office Transactions Division MATTER INTAKE FORM

DATE: 8/16/2022

Contact Information of Person Submitting Request: **James Fowler** **Transportation**
james.fowler@birminghamal.gov **205-490-3221**

Description of the Action/Legal Services Requested: [Be sure to include a detailed explanation of any services and a contract start and end date. Attach all relevant supplemental information.]

The City of Birmingham is currently under agreement with Alabama Power Company to upgrade and maintain roadway lighting in the City of Birmingham including ALDOT State Right of Ways, specifically AL-3 (US-31), AL-4, AL-5 (US-78), AL-7, AL-38 ((US-280), AL-75, AL-79, AL-119, AL-149, AL-269, AL-378 (B, D, & E). In order for APCO to finish the upgrades and provide maintenance along these state routes (on behalf of the city), ALDOT is requiring the city to put in place a standard maintenance agreement for the lighting along state routes. We are requesting the help of OCA in executing this agreement

Funding Amount & Source of Funding, if applicable: **N/A**

Required Attachments for Contracts: **N/A**

1. Transparency Form

(Required for Contracts that were not bid)

All attachments must be provided, including:

- a. Resumes of Key Personnel
- b. Business License
- c. Organizational Documents (e.g. Articles of Inc.), if applicable

2. Bid Award Sheet (if bid)

- 3. W-9 Form
- 4. Proposal/Scope of Services
- 5. Proposed Agreement Term
 - a. Purchase of goods should not exceed 1 year.
 - b. Purchase of services should not exceed 3 years.

Is this a renewal or amendment of a previously approved agreement? **No** If so, please provide a copy of the original agreement.

Requested Deadline for Completion: **9/1/2022**

Name and Signature of Person Authorized to Request Services: James Fowler

[Name]

[Signature]

Law Department Use Only Below this Line City Law Assigned File No.: _____

City Council Approval Required? **No** If so, projected date of Council consideration: _____

Applicable Council Committee: _____ Proposed Committee Presentation Date: _____

Publication Required? **No** If so, date(s) of publication: _____

Region Tracking Number: _____ Project Number: _____

Region: _____ County: _____

STATE OF ALABAMA acting by and through the
ALABAMA DEPARTMENT OF TRANSPORTATION: AGREEMENT for the
INSTALLATION and/or OPERATION and/or 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 _____ (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	(E) Maintenance
Traffic Control Signal:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intersection Flashing Signal/Beacon:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roadway Lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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, D, and/or E as applicable, will be at the following location(s): *{Example: AL-3/US-31 @ Main Street [A, D, & E] denotes the installation, operation, and maintenance of the equipment installed}* **NOTE** – if more space is needed, please use continuation sheets.

1. For the purposes of this Agreement, "equipment and/or associated hardware" shall refer to the equipment and/or associated hardware used to install, upgrade, maintain, and/or operate traffic control signals, intersection flashing signals/beacons, roadway lighting, and/or other as specified in the chart above.
2. 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.

3. 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.
4. 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.
5. It is the sole responsibility of the MAINTAINING AGENCY to locate and/or relocate any and all utilities in conflict with the installation, upgrade, and/or maintenance of equipment and associated hardware prior to commencing work to install, upgrade, and/or maintain equipment and associated hardware. The MAINTAINING AGENCY will locate and/or relocate such utilities in accordance with all applicable Federal and State laws, regulations, and procedures. Associated utility costs will be at the sole expense of the MAINTAINING AGENCY. In the event utilities are damaged during the installation, upgrade, and/or maintenance of equipment and associated hardware due to failure of the MAINTAINING AGENCY to relocate and/or relocate such utilities, the MAINTAINING AGENCY shall be responsible for providing the funding to pay for any and all associated costs to repair the utilities.
6. 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.
7. 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.

7a. 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.

8a. Installation requests made by the MAINTAINING AGENCY and identified on page one as "(A) New Installation" with "Traffic Control Signal" marked must follow the Traffic Signal Warrant and Justification procedure as identified in the Alabama Department of Transportation Traffic Signal Design Guide and Timing Manual, latest edition. For any warrant study/analysis which does not satisfy a traffic signal warrant or warrants, 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. A copy of the warrant study/analysis shall be attached to and made part of this Agreement.

8b. Check one:

The CITY (Incorporated Municipality)

Subject to the limitations on damages applicable to municipal corporations under Alabama Code § 11-47-190(1975), the CITY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees 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 willful, 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)

The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Alabama Code § 11-93-2(1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all 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 (1) work performed under this Agreement, (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) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

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.

9. Complete removal of the equipment and/or associated hardware, hereinabove identified by (C), will be at the sole expense of the STATE MAINTAINING AGENCY.
10. 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.
11. 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.

12. At such time as a warrant study is conducted on an existing signalized intersection and the results differ from the previous warrant study conducted at that signalized intersection, a new Agreement for Installation and/or Operation and/or Maintenance of Traffic Control Signals and/or Roadway Lighting shall be executed with the MAINTAINING AGENCY.

13. 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.

14. 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.

15. 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.

TYPE OF SIGNAL		CONTROLLER	
<input type="checkbox"/> Traffic Control	<input type="checkbox"/> Pedestrian Control	Make:	Model #:
<input type="checkbox"/> Flashing	<input type="checkbox"/> Lane Control	<input type="checkbox"/> Fixed Time	<input type="checkbox"/> Two Phase
<input type="checkbox"/> School Flasher	<input type="checkbox"/> Railroad Crossing	<input type="checkbox"/> Semi Actuated	<input type="checkbox"/> Four Phase
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Full Actuated	<input type="checkbox"/> Eight Phase
_____		<input type="checkbox"/> Other: _____	

			SYSTEM <input type="checkbox"/> YES <input type="checkbox"/> NO

16. 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.
17. 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.
18. 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.

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 Region Engineer.

(Seal of MAINTAINING AGENCY)

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:

RECORDED:

By: _____
Region Engineer Signature

By: _____
State Traffic Engineer Signature

Date: _____
(Added to Archive)

Master Contract for Lighting Services NESC® Lease Agreement (Governmental)

TERMS and CONDITIONS (*NESC Governmental*)

1. **Lighting Equipment Lease.** This Master Contract for Lighting Services NESC® Lease Agreement (Governmental) ("Agreement") entered into as of _____, 2016 (the "Effective Date") states the agreed terms and conditions upon which Alabama Power Company ("APC") will upgrade the streetlights (the "Birmingham Streetlight Upgrade") currently serving the City of Birmingham ("Customer") commencing no later than twenty (20) days following the Effective Date of this Agreement. This Agreement shall apply to each of the upgrades identified in the attached Fixtures Exhibit and any additional Fixtures Exhibit(s) executed after the Effective Date of this Agreement. All capitalized terms defined in this Agreement are incorporated in and made a part of the Fixtures Exhibit and any additional executed Fixtures Exhibit(s) and all capitalized terms not otherwise defined in this Agreement have the meanings ascribed to them in the Fixtures Exhibit attached hereto.

Under this Agreement, APC will: (i) lease to Customer the "Equipment" referenced in the Fixtures Exhibit and any additional Fixture(s) exhibits executed for use for the streetlight areas identified jointly by APC and the Customer under the Birmingham Streetlight Upgrade (the "Premises"); (ii) provide electric service to operate the Equipment; and (iii) conduct all other APC Activity (defined below). The "Equipment" includes all poles, bases, wiring, conduit, fixtures, controls, and related items necessary to provide lighting service through the listed fixtures, unless otherwise expressly noted in the Fixtures Exhibit.

Customer acknowledges that regulatory change during the Agreement's Term (defined in Section 3) may require APC to modify or replace some Equipment.

2. **Intent and Title.** This Agreement is not a sale of the Equipment to Customer. Customer expressly acknowledges that APC retains title to the Equipment and agrees that this Agreement only gives Customer the right to use the Equipment during the Agreement's Term (defined in Section 3), so long as Customer complies with all terms and conditions. Customer acknowledges that the Equipment, even if attached to Customer's real property, always will remain the exclusive personal property of APC and that APC may remove the Equipment when this Agreement ends. For the avoidance of doubt, Customer's poles (such as Customer's traffic signal poles) are designated as real property as pertaining to this Agreement. Customer authorizes APC, without further consent or action, to file any UCC financing statement or security agreement relating to the Equipment and agrees that APC may record those documents.

3. **Term.** The initial term for the Agreement shall be for sixty (60) months, calculated from the date of the first monthly bill (the "Initial Term"). After the Initial Term, this Agreement automatically renews on a month-to-month basis (the "Renewal Term(s)") and collectively with the Initial Term, the "Term") until terminated by either party by providing written notice of intent to terminate to the other party at least thirty (30) days before the desired termination date.

The Equipment Price(s) for the Birmingham Streetlight Upgrade set forth in the attached Fixtures Exhibit and any additional Fixtures Exhibit(s) executed after the Effective Date of this Agreement for the Birmingham Streetlight Upgrade shall be valid through the initial Term of the Agreement as noted above. Electric service is for the term set forth in Rate ODL on file with the Alabama Public Service Commission (the "Commission") and is subject to change at any time as dictated by the Commission.

4. **Electric Service to Equipment.** The terms and conditions of electric service to the Equipment are not included within this Agreement. Alabama state law and the rules, regulations and Rate ODL, or its successor in function, as filed and may be filed with and regulated by the Commission will govern electric service to the Equipment. Such laws, rules, regulations and rate schedules are subject to change as provided by law. Copies of current rules, regulations and applicable rate schedules will be provided by APC upon Customer's request and are available for viewing on APC's website: <http://www.alabamapower.com>.

5. **Payment.** APC will invoice Customer for the Equipment and electric service per the terms stated in the Fixtures Exhibit, subject to any change in the electric service charge dictated by the Alabama Public Service Commission. Customer agrees to pay the monthly amount billed before Customer's next bill is issued by the Company. If a balance is outstanding by the next bill date, Customer agrees to pay the greater of 1.5% of the unpaid balance or \$2.00 and acknowledges that APC may require Customer to pay a deposit of up to two times the monthly bill in order to continue service.

6. **Premises Activity.** Customer grants a license and right of access to APC, and its contractors and representatives, for the Term of the Agreement and for a reasonable period after the Term of the Agreement, to enter the Premises with vehicles and equipment to: (i) install and connect the Equipment and, if applicable, remove, disconnect, and dispose of existing equipment (collectively, the "Installation"); (ii) inspect, maintain, test, replace, repair, or remove the Equipment; (iii) provide electric service for the Equipment; or (iv) conduct any other Agreement-related activity (items (i) – (iv) collectively, the "APC Activity"). Customer will not cause or permit any obstruction that may interfere with APC's access to the Equipment. Customer represents that the individual signing this Agreement on its behalf has authority to do so and that it has express authority from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the APC Activity. **Customer is solely responsible for safety of the Premises and agrees that APC has no obligation to ensure the safety of the Premises or persons or property entering onto Customer's Premises.**

7. **Installation.** Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.

A. **Customer Work.** APC will allow Customer to perform any part of the Installation (including trenching) subject to the following: (1) Customer provides request to APC; (2) Customer warrants that Customer's work will meet APC's specifications and timing; and (3) Customer acknowledges it is responsible for all reasonable additional costs arising from Customer's non-compliance with APC's specifications or delay.

B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because APC Activity may require excavation not subject to the Alabama's Underground Prevention Legislation (Ala. Code §§ 37-15-1 - 37-15-11) ("Dig Law"), **Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If APC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before APC commences Installation, Customer is responsible for all damages and any resulting delay.

C. **Unforeseen Condition.** The estimated charges shown on Fixtures Exhibit include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. not properly marked or identified ("Unforeseen Condition"). If APC encounters an Unforeseen Condition, APC, in its sole discretion, may stop all APC Activity until Customer either remedies the condition or agrees to reimburse all APC costs arising from the condition. Customer is responsible for all costs of Equipment modification or change requested by Customer or dictated by an Unforeseen Condition or circumstance outside APC's control.

D. **Workmanship.** The parties agree that APC shall preform all work in accordance with the National Electric Safety Code (NESC®). NESC® refers to the "National Electric Service Code" as revised and published in 2012, and as may be modified from time to time.

8. **Verification of Equipment Installed.** Each party will appoint representative(s) (the "Representative") to verify the completion of the Installation. The parties will jointly perform the verification by counting the upgraded equipment (the "Equipment Count"). The Equipment Count will be compiled by each parties' Representative(s) based on a mutually agreed upon method. The Equipment Count will be conducted within thirty (30) days of completion of each of the designated streetlight areas containing at least fifty (50) upgraded fixtures (the "Grid Area").

The parties will appoint additional Representatives as necessary to complete the Equipment Count. Following the Equipment Count for each Grid Area, both parties will agree in writing and/or by electronic notification that the Equipment Count for the Grid Area is correct as of the date of the Equipment Count. APC will update

billing following such verification.

In the event that the Equipment Count is not completed within thirty (30) days of completion of a Grid Area, billing will be updated based on APC's installation completion count until such time as verification can be completed. Any discrepancies will be mutually resolved and billing will be adjusted accordingly.

9. **Equipment Protection and Damage.** After Installation and throughout this Agreement's Term, in the event of any work or digging near the Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests by calling Alabama 811 or 1-800-292-8525; and (ii) provide notices to other utilities or operators as required by the Dig Law. As between Customer and APC, Customer is responsible for all damages arising from failure to comply with applicable law or for Equipment damage caused by anyone other than APC (or an APC contractor or representative).
10. **Maintenance.** During this Agreement's Term, APC will maintain the Equipment and will bear the cost of routine repair or replacement. **Customer must notify APC of any need for Equipment repair by calling the Business Service Center at 1-888-430-5787.**
11. **Disclaimer: Damages.** APC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Equipment or any APC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or Equipment choice, the Equipment may not follow IESNA guidelines. "IESNA" shall mean Illuminating Engineering Society of North America. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Equipment, the APC Activity or this Agreement, or arising from damage, hindrance, or delay involving the Equipment, the APC Activity or this Agreement, whether or not reasonable, foreseeable, contemplated, or (avoidable).**
12. **Vandalism.** During this Agreement's Term, APC will be responsible for the cost of repairing or replacing any Equipment damaged or destroyed due to vandalism or willful abuse subject to an annual aggregate limit of \$20,000 for all claims in a calendar year (with no carry over to the next year). Customer shall be responsible for APC's cost of repairing or replacing any Equipment damaged or destroyed due to vandalism or willful abuse that exceeds this amount in a calendar year during this Agreement's Term. For purposes of this Section 12, the first calendar year shall begin on the Effective Date and end on December 31, 2016.
13. **Default.** Customer is in default if Customer does not pay the entire amount owed within forty-five (45) days of billing. APC's waiver of any past default will not waive any other default. If default occurs, APC, at its discretion, may immediately terminate this Agreement, collect all past due amounts (including late fees) and all amounts due for the Equipment during the remaining Term, remove the Equipment from the Premises, and seek any other available remedy.
14. **Taxes.** APC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law; Customer enters into this Agreement in sole reliance upon Customer's own advisors.
15. **Offset for Overdue Fees, Taxes, Etc.** Pursuant to Executive Order of the Mayor of Birmingham No. 76-09 (effective as of August 21, 2009), APC acknowledges and agrees that the Customer has the right to deduct from the total amount of consideration to be paid, if any, to APC under this Agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties and other amounts due the Customer from APC.
16. **Immigration Law Compliance.** (a) APC represents and warrants that it does not knowingly employ, hire for employment, or continue to employ, in Alabama, an "unauthorized alien," as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, §31-13-1, et seq., Code of Alabama 1975, as amended (the "Act"). (b) APC represents and warrants that it will enroll in the E-Verify program prior to performing any work on the project in Alabama and shall provide documentation establishing that APC is enrolled in the E-Verify program. During the performance of this Agreement, APC shall participate in the E-Verify program as required under the terms of the Act and shall verify every employee in Alabama that is required to be verified according to the applicable federal rules and regulations. (c) APC agrees to comply with all applicable provisions of the Act with respect to its subcontractors by entering into an agreement with or by obtaining an affidavit from such subcontractors providing work for APC on the project in Alabama, that such subcontractors are in compliance with the Act with respect to their participation in the E-verify program. APC represents and warrants that APC shall not hire, retain or contract with any subcontractor to work on the project in Alabama which APC knows is not in compliance with the Act. (d) By signing this Agreement, the contracting parties affirm, for the duration of the 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 the agreement and shall be responsible for all damages resulting therefrom.
17. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Equipment and replaces any prior agreement, written or oral. Only a written amendment signed by each party can modify this Agreement, except that either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations without APC's prior written consent. No assignment, whether with or without consent, relieves Customer of its Agreement obligations. Customer must provide advance notice of a change in control of all, or substantially all, of Customer's ownership or interest in the Premises. In this Agreement, "including" means "including, but not limited to." Alabama law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

IN WITNESS WHEREOF, Company and Customer have caused this Master Agreement to be executed by their authorized representatives.

City of Birmingham

By: William A. Bell Sr.

Name: William A. Bell Sr.

Date: 06/29/2016

Alabama Power Company

By: Anthony Smoke

Name: Anthony Smoke

Date: 7-5-2016

ATTEST:

By: _____
Lee Frazier, Clerk

Approved as to Form by Law Department:

By: [Signature]
Assistant City Attorney

Date: 14 June 2016

FIXTURES EXHIBIT DATED _____
MASTER CONTRACT FOR LIGHTING SERVICES NESCR® LEASE AGREEMENT (GOVERNMENTAL) DATED _____

Alabama Power Company ("Company") and the City of Birmingham ("Customer") agree that the Master Contract for Lighting Services NESCR® Lease Agreement (Governmental) dated _____ ("Agreement") shall apply to the fixture upgrades identified below:

I. Company Owned Fixtures

	Existing Fixture Description	Current Rate SLM (Company Owned)	New Fixture Description	Monthly Equipment Price	Estimated Rate (ODL)**	Monthly Total Price
1	70 Watt High Pressure Sodium (HPS) Open Bottom, 5,800 Lamp Lumens (applies to only 1 fixture)	\$5.59	LED Open Bottom, 3,900-5,000 Initial Lumens	\$8.13	\$1.01	\$9.14
2	100 Watt HPS Open Bottom, 9,500 Lamp Lumens	\$9.14	LED Open Bottom, 3,900-5,000 Initial Lumens	\$8.13	\$1.01	\$9.14
3	100 Watt Mercury Vapor (MV) Standard/Open Bottom, 3,600 Lamp Lumens*** (applies to 9 fixtures)	\$5.68	LED Open Bottom, 3,900-5,000 Initial Lumens (applies to 9 fixtures)	\$8.13	\$1.01	\$9.14
4	175 Watt Mercury Vapor (MV) Standard/Open Bottom, 7,000 Lamp Lumens***	\$9.47	LED Open Bottom, 3,900-5,000 Initial Lumens	\$8.13	\$1.01	\$9.14
5	250 Watt HPS Cutoff Cobra Head, 25,500 Lamp Lumens	\$21.56	LED Cobra Head, 13,000-20,000 Initial Lumens	\$15.29	\$3.39	\$18.68
6	100 Watt HPS Cobra Head, 9,500 Lamp Lumens	\$9.79	LED Cobra Head, 5,000-7,000 Initial Lumens	\$8.65	\$1.14	\$9.79
7	150 Watt HPS Cobra Head, 15,000 Lamp Lumens	\$13.34	LED Cobra Head, 9,000-13,000 Initial Lumens	\$11.06	\$2.28	\$13.34
8	250 Watt HPS Cobra Head, 25,500 Lamp Lumens	\$18.68	LED Cobra Head, 13,000-20,000 Initial Lumens	\$15.29	\$3.39	\$18.68
9	400 Watt HPS Cobra Head, 47,000 Lamp Lumens	\$25.24	LED Cobra Head, 26,000-34,000 Initial Lumens	\$19.36	\$5.88	\$25.24
10	1,000 Watt HPS Cobra Head, 47,000 Lamp Lumens***	\$51.69	LED Cobra Head/Flood, 34,000-55,000 Initial Lumens	\$39.72	\$8.87	\$48.59
11	150 Watt Metal Halide (MH) Cobra Head, 13,000 Lamp Lumens	\$17.42	LED Cobra Head, 9,000-13,000 Initial Lumens	\$11.06	\$2.28	\$13.34
12	175 Watt MH Cobra Head, 12,000 Lamp Lumens***	\$15.51	LED Cobra Head, 9,000-13,000 Initial Lumens	\$11.06	\$2.28	\$13.34
13	350 Watt Metal Halide (MH) Cobra Head, 33,000 Lamp Lumens	\$27.39	LED Cobra Head, 26,000-34,000 Initial Lumens	\$19.36	\$5.88	\$25.24
14	400 Watt Metal Halide (MH) Cobra Head, 32,000 Lamp Lumens***	\$22.87	LED Cobra Head, 26,000-34,000 Initial Lumens	\$19.36	\$5.88	\$25.24
15	1,000 Watt Metal Halide (MH) Cobra Head, 100,000 Lamp Lumens ***	\$48.59	LED Cobra Head/Flood, 34,000-55,000 Initial Lumens	\$39.72	\$8.87	\$48.59
16	250 Watt MV Standard/Cobra Head, 11,000 Lamp Lumens***	\$12.43	LED Cobra Head, 9,000-13,000 Initial Lumens	\$11.06	\$2.28	\$13.34
17	400 Watt MV Standard/Cobra Head, 20,000 Lamp Lumens***	\$19.86	LED Cobra Head, 13,000-20,000 Initial Lumens	\$15.29	\$3.39	\$18.68
18	B150 Watt MH Acorn, 13,000 Lamp Lumens (B=Buy Down Pricing)	\$17.42	LED Decorative, 6,000-9,000 Initial Lumens	\$15.84	\$1.58	\$17.42

* Total SLM (Company Owned) cost includes Monthly Rate, Energy Cost Recovery (ECR), and applicable taxes.

** The Estimated Rate ODL Charge is subject to change at any time as dictated by the Alabama Public Service Commission, or if another comparable LED fixture is selected with a different wattage.

*** Luminaires are no longer available on new or replacement Company-owned installations.

Equipment pricing shall be valid through the Initial Term of the Agreement as noted in Section 3 of the Agreement.

II. Customer Owned Fixtures*

	Existing Fixture Description	Current Rate SLM (Customer Owned)**	New Fixture Description	Monthly Equipment Price	Estimated Rate (ODL)***	Monthly Total Price
1	175 Watt Mercury Vapor (MV) Standard/Open Bottom, 7,000 Lamp Lumens****	\$8.08	LED Open Bottom, 3,900-5,000 Initial Lumens	\$8.13	\$1.01	\$9.14
2	150 Watt High Pressure Sodium (HPS) Cobra Head, 15,000 Lamp Lumens	\$8.27	LED Cobra Head, 9,000-13,000 Initial Lumens	\$11.06	\$2.28	\$13.34
3	250 Watt HPS Cobra Head, 25,000 Lamp Lumens	\$12.30	LED Cobra Head, 13,000-20,000 Initial Lumens	\$15.29	\$3.39	\$18.68
4	400 Watt HPS Cobra Head, 47,000 Lamp Lumens	\$17.67	LED Cobra Head, 26,000-34,000 Initial Lumens	\$19.36	\$5.88	\$25.24
5	1,000 Watt HPS Cobra Head, 47,000 Lamp Lumens	\$34.54	LED Cobra Head/Flood, 34,000-55,000 Initial Lumens	\$39.72	\$8.87	\$48.59
6	150 W Metal Halide (MH) (Pulse) Standard/Cobra Head, 13,000 Lamp Lumens	\$10.63	LED Cobra Head, 9,000-13,000 Initial Lumens	\$11.06	\$2.28	\$13.34
7	175 Watt Metal Halide (MH) Standard/Cobra Head, 12,000 Lamp Lumens****	\$10.49	LED Cobra Head, 9,000-13,000 Initial Lumens	\$11.06	\$2.28	\$13.34
8	400 Watt Metal Halide (MH) Cobra Head, 32,000 Lamp Lumens****	\$17.71	LED Cobra Head, 26,000-34,000 Initial Lumens	\$19.36	\$5.88	\$25.24
9	1,000 Watt Metal Halide (MH) Cobra Head, 100,000 Lamp Lumens	\$37.87	LED Cobra Head/Flood, 34,000-55,000 Initial Lumens	\$39.72	\$8.87	\$48.59
10	250 Watt MV Standard/Cobra Head, 11,000 Lamp Lumens****	\$10.00	LED Cobra Head, 13,000-20,000 Initial Lumens	\$15.29	\$3.39	\$18.68
11	400 Watt MV Standard/Cobra Head, 20,000 Lamp Lumens****	\$16.60	LED Cobra Head, 26,000-34,000 Initial Lumens	\$19.36	\$5.88	\$25.24
12	700 Watt MV Standard/Cobra Head, 37,000 Lamp Lumens****	\$27.29	LED Cobra Head/Flood, 34,000-55,000 Initial Lumens	\$39.72	\$8.87	\$48.59
13	1,000 Watt MV Standard/Cobra Head, 55,000 Lamp Lumens****	\$37.12	LED Cobra Head/Flood, 34,000-55,000 Initial Lumens	\$39.72	\$8.87	\$48.59
14	250 Watt Metal Halide (MH) Decorative, 18,000 Lamp Lumens****	\$13.03	LED Decorative (Acorn Style), 7,000-11,000 Initial Lumens	\$21.87	\$2.11	\$23.98

* Company, at no cost, will take ownership of Customer's streetlight facilities, which shall include poles, fixtures, bases, wiring, conduit, controls, and related items necessary to provide lighting service through the listed LED fixtures.

** Total SLM (Company Owned) cost includes monthly rate, Energy Cost Recovery (ECR), and applicable taxes.

*** The Estimated Rate ODL Charge is subject to change at any time as dictated by the Alabama Public Service Commission, or if another comparable LED fixture is selected with a different wattage.

**** Luminaires are no longer available on new or replacement Customer-owned installations.

If the primary purpose of Customer's existing owned poles and related facilities is not designated for streetlight use only (e.g., traffic signal poles), Company will not assume ownership of these facilities, but Company will upgrade the fixture only for a Total Price based on current Rate SLM (Company Owned) in place at the time of upgrade of the fixture. This provision only applies to decorative or non-wood poles and LED fixtures exceeding 14,000 initial lumens. For fixture upgrades meeting these conditions, the Total Price will be reduced by \$1.00 per fixture.

Equipment pricing shall be valid through the Initial Term of the Agreement as noted in Section 3 of the Agreement.

IN WITNESS WHEREOF, Company and Customer have caused this Fixtures Exhibit to be executed by their authorized representatives.

City of Birmingham

By: William A. Bell, Sr.

Name: William A. Bell, Sr.

Date: 06/30/2016

Alabama Power Company

By: Anthony Smoke

Name: Anthony Smoke

Date: 7-5-2016

Attest

City Clerk

APPROVED AS TO FORM BY LAW DEPARTMENT

[Signature] / 14 June 2016
Assistant City Attorney / Date

Region Tracking Number: _____ Project Number: _____
Region: _____ County: _____

3/31/2000

EXHIBIT O

CERTIFICATION

FUNDING RATIO FOR THE INSTALLATION OF TRAFFIC CONTROL SIGNALS
AND/OR ROADWAY LIGHTING

The Alabama Department of Transportation (hereinafter referred to as the STATE) and the _____ (hereinafter referred to as the MAINTAINING AGENCY) wishes to install a traffic control signal and/or roadway lighting at _____ . This installation requires participation by the STATE and the MAINTAINING AGENCY in funding the installation cost. The total estimated cost to install the traffic control signal and/or roadway lighting is _____ with _____ percent funded by the STATE and _____ percent funded by the MAINTAINING AGENCY. In the event the final installation cost is less than the total estimated cost, the STATE and the OWNER will share in the cost under-run at the above-mentioned funding ratio and, therefore, the STATE will refund to the MAINTAINING AGENCY 0 percent of the under-run. In the event the final installation cost exceeds the total estimated cost, the STATE and the MAINTAINING AGENCY will share in the cost over-run at the above-mentioned funding ratio and, therefore, the MAINTAINING AGENCY will submit a check to the STATE for 0 percent of the cost over-run.



PUTTING PEOPLE FIRST

City of Birmingham City Attorney's Office

Transactions Division

MATTER INTAKE FORM

DATE: 8/15/2022

Contact Information of Person Submitting Request:	Chris Hatcher	Recovery Team
	[Name]	[Department]
	Chris.hatcher@Birminghamal.gov	205.254.2807
	[Email Address]	[Telephone Number]

Description of the Action/Legal Services Requested: [Be sure to include a detailed explanation of any services and a contract start and end date. Attach all relevant supplemental information.]

Review, edit and submit the attached resolution for the **August 22, 2022**, agendas for the **Council Budget & Finance and Transportation committees**, and the **August 30, 2022, City Council agenda**. The resolution authorizes the Mayor to commit \$250,000, for local grant match funds, in support of a \$10,000,000 Railroad Crossing Elimination (RCE) planning and engineering grant application to the Federal Railroad Administration Railroad to develop highway-rail and pathway-rail grade crossing improvement projects. Norfolk Southern and the City of Trussville have committed to pay the remaining balance of the 20% local match requirement for the RCE grant.

Funding Amount & Source of Funding, if applicable: Funding Amount: \$250,000 Funding Source: Grant Match

Required Attachments for Contracts:

1. Transparency Form
(Required for Contracts that were not bid)
All attachments must be provided, including:
 - a. Resumes of Key Personnel
 - b. Business License
 - c. Organizational Documents (e.g. Articles of Inc.), if applicable
2. Bid Award Sheet (if bid)
3. W-9 Form
4. Proposal/Scope of Services
5. Proposed Agreement Term
 - a. Purchase of goods should not exceed 1 year.
 - b. Purchase of services should not exceed 3 years.

Is this a renewal or amendment of a previously approved agreement? [Circle: Yes / **No**] If so, please provide a copy of the original agreement.

Requested Deadline for Completion: **8/17/2022**

Name and Signature of Person Authorized to Request Services: **Chris Hatcher**
[Name]

Chris Hatcher
[Signature]

Law Department Use Only Below this Line City Law Assigned File No.: _____

City Council Approval Required? [Circle: Yes / No] If so, projected date of Council consideration: _____

Applicable Council Committee: _____ Proposed Committee Presentation Date: _____

Publication Required? (Circle: Yes / No) If so, date(s) of publication: _____

SPECIAL ATTACHMENT FOR AGENDA OF: August 30, 2022

RECOMMENDED BY: Recovery Czar/Chief Community Planner

SUBMITTED BY: The Mayor

A brief synopsis and explanation of the following:

A Resolution authorizing the Mayor to issue, on behalf of the City, a firm commitment to allocate \$250,000.00, in local grant match, in support of a \$10,000,000 Railroad Crossing Elimination (RCE) planning and engineering grant application to the Federal Railroad Administration Railroad to develop highway-rail and pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people, goods, and services. Norfolk Southern and the City of Trussville have committed to pay the remaining balance of the 20% local match requirement for the RCE grant.

Resolution Ordinance Other

PUBLICATION REQUIRED: YES NO

IF YES, NOTE ALL PUBLICATION INSTRUCTIONS/REQUIREMENTS:

RECOMMENDED BY: Recovery Czar/Chief Community Planner

SUBMITTED BY: The Mayor

RESOLUTION NO. _____

WHEREAS, rail transportation plays an essential role in the economic vitality of the City through the movement of freight and people; and

WHEREAS, the elimination of at grade highway-rail and/or pathway-rail crossings will enhance safety and relieve traffic congestion by improving freight, commuter, and first-responder mobility; and

WHEREAS, City of Birmingham has partnered with Norfolk Southern and the City of Trussville to submit a Railroad Crossing Elimination (RCE) planning and engineering grant application in the amount of \$10,000,000 to the Federal Railroad Administration (FRA) to develop highway-rail and pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people, goods, and services; and

WHEREAS, Norfolk Southern has committed to allocating \$1,500,000 and the City of Trussville has committed to allocating \$250,000, in local grant match, if the grant application is awarded.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Birmingham that the Council does hereby authorize the Mayor to issue, on behalf of the City, a firm commitment to allocate \$250,000.00, in local grant match, for the Railroad Crossing Elimination (RCE) planning and engineering grant application, if the grant application is awarded.

Railroad Crossing Elimination Grant Program Fact Sheet

ADVANCE APPROPRIATIONS

FY22-FY26 Funding: \$600 Million/Year

AUTHORIZED FUNDING (* FULLY AUTHORIZED LEVELS)

FY22-FY26 Funding: \$500 Million/Year *

The Federal Railroad Administration supports the nation's rail network through a variety of competitive and dedicated grant programs designed to improve highway-rail grade crossing safety and improve the mobility of people and goods.

The Railroad Crossing Elimination grant program is a new grant program enacted in Section 22305 of the Bipartisan Infrastructure Law.

Railroad Crossing Elimination Grant Program

Purpose of Grant Program

To fund highway-rail or pathway-rail grade crossing improvement projects that focus on improving the safety and mobility of people and goods.
(49 U.S.C. 22909)

Eligible Applicants

- States, including the District of Columbia, Puerto Rico, and other United States territories and possessions.
- Political subdivision of a State.
- Federally recognized Indian Tribe.
- A unit of local government or a group of local governments.
- A public port authority.
- A metropolitan planning organization.
- A group of the entities described above.

Eligible Projects

- Grade separation or closure, including through the use of a bridge, embankment, tunnel, or combination thereof.
- Track relocation.
- Improvement or installation of protective devices, signals, signs, or other measures to improve safety related to a separation, closure, or track relocation project.
- Other means to improve the safety if related to the mobility of people and goods at highway-rail grade crossings (including technological solutions).
- The planning, environmental review, and design of an eligible project type.