

**ALABAMA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR THE INSTALLATION AND MAINTENANCE  
OF SPECIAL DIRECTIONAL AND/OR POLITICAL BOUNDARY SIGNS  
MUNICIPAL GOVERNMENTS**

County \_\_\_\_\_

Route Number \_\_\_\_\_

Milepost \_\_\_\_\_

Bonding Agency \_\_\_\_\_ Bond Number \_\_\_\_\_

Associated Permits and/or Documents \_\_\_\_\_

**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 the City of \_\_\_\_\_, Alabama, hereinafter referred to as the APPLICANT.

**WITNESSETH**

WHEREAS, the APPLICANT proposes to install, maintain and/or landscape special directional and/or governmental boundary sign(s) limits on ALDOT right of way located and described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the right-of-way should be preserved in a safe and functional condition:

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

1. The special directional and/or governmental boundary signs will be a maximum size of eight (8) feet wide x four (4) feet high. They will be mounted on generally accepted yielding or break-away support post.
2. The sign designs, fabrication materials and support post will be subject to approval by ALDOT prior to construction and will be as shown on the plans previously submitted to and approved by ALDOT, which are hereby made a part of this Agreement by reference, and the signs will be located and installed as shown on the plans.
3. The signs will be installed at or near the right-of-way line or other designated area approved by ALDOT to provide adequate sight distance. No signs will be allowed in the median area of a divided highway.

4. All grading on the right-of-way by the APPLICANT will be confined to the limits of the work site.

5. 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.

6. A copy of the Agreement and the plans will be kept at the site of work at all times by the APPLICANT.

7. ALDOT does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

8. 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 excavating waste from trucks or other equipment. On completion of work all excess material will be removed from the right-of-way by the APPLICANT.

9. All disturbed areas will be topsoiled, grassed and fertilized by the APPLICANT in accordance with standard specifications of ALDOT, and to the satisfaction of ALDOT.

10. No drainage structures or channels will be changed or altered by the APPLICANT other than shown on the approved plans.

11. 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.

12. 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 that a NOI is not required, APPLICANT must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

13. 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 BMPs into compliance and to pay for any fines, assessments, etc. that may be issued to ALDOT by ADEM/EPA.

14. 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.

15. 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.

16. 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.

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.

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. The APPLICANT will comply with any and all existing ordinances, laws, and zoning regulations, applicable under this Agreement or to the work provided for herein.

19. Any planting and/or landscaping required shall be mutually agreed upon by ALDOT and the APPLICANT and a Cooperative Planting Memorandum of Understanding will be attached to this Agreement as a part of the Agreement.

20. 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.

21. 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.

22. 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.

23. The APPLICANT will file with ALDOT an acceptable certified check or bond in the penal amount of \$\_\_\_\_\_ (Bond Number: \_\_\_\_\_) to guarantee the faithful performance of this permit contract in its entirety during the contract period as defined in item 20. 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.

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\_\_\_\_.

Attest: \_\_\_\_\_  
City/Town Clerk

City/Town of \_\_\_\_\_, Alabama

By: \_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Typed or Printed Name of Mayor

\_\_\_\_\_  
Address Line 1

\_\_\_\_\_  
Address Line 2

\_\_\_\_\_  
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

RESOLUTION NUMBER \_\_\_\_\_

BE IT RESOLVED, by the Council of the City/Town of \_\_\_\_\_, Alabama, that the City/Town enter into an Agreement with the state of Alabama; acting by and through the Alabama Department of Transportation for:

The installation, maintenance and/or landscaping for special directional or political boundary sign(s).

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

Passed, Adopted, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTESTED:

\_\_\_\_\_  
City/Town Clerk

\_\_\_\_\_  
Mayor

I, the undersigned qualified and acting clerk of the City/Town of \_\_\_\_\_, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Council of the City/Town named therein, at a regular meeting of such Council meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and that such resolution is on file in the office of the City/Town Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City/Town this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City/Town Clerk