

**ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR THE INSTALLATION AND MAINTENANCE
OF SPECIAL DIRECTIONAL AND/OR POLITICAL BOUNDARY SIGNS
COUNTY 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 _____ County, 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 acceptable 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 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 (MUTCD), of record in ALDOT.

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

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

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 agreed upon between 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: _____ County, Alabama
County Clerk

By: _____
Chairman, County Commission Signature

Typed or Printed Name of Signee

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 County Commission of the county of _____, Alabama, that the County 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 County, by its County Commission Chairman, for and on its behalf and that it be attested by the County Clerk and the seal of the County 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 County Clerk.

Passed, Adopted, and approved this ____ day of _____, 20____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of the County of _____, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Council meeting held on the ____ day of _____, 20____, and that such resolution is recorded in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County this ____ day of _____, 20____.

County Clerk