ALABAMA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR GRADING AND/OR LANDSCAPING
ON RIGHT OF WAY

County ___________________________ Permit No. _________________________________
MilePost __________________________ Maint..Sec. No. _____________________________

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 the STATE and
______________________________________, hereinafter referred to as the APPLICANT.

WITNESSETH

Whereas, the APPLICANT proposes to grade and/or landscape STATE Right of Way
located and described as follows: _______________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

Now, therefore, in order to preserve the right-of-way in an appropriate functional condition it is
agreed between the parties hereto as follows:

1. All grading on the-right-of-way will be confined to and coextensive with the limits
   of the APPLICANT's own property which is adjacent to and coextensive with the right-of-way.
2. All work shall be subject to the inspection and approval of the STATE and located as shown on the approved plans previously submitted to the STATE which are hereby made a part of this Agreement by reference.

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

4. The STATE does not grant the APPLICANT any right, title, or claim to any highway right-of-way.

5. The APPLICANT will not store material, excess dirt, or equipment on the shoulders or pavement and in event of multi-lane highways, in the median strips. The pavement will be kept free by the APPLICANT from mud and from excavation waste from trucks or other equipment. On completion of the work, all excess material will be removed from the right-of-way by the APPLICANT.

6. All disturbed areas shall be topsoiled, and re-vegetated by the APPLICANT in accordance with standard specifications of the STATE.

7. In accomplishment of the work by the APPLICANT, no drainage structures or channels will be changed or altered other than as shown on the plans.

8. The Clean Water Act, 1987 and the Alabama Nonpoint Source Management Program, 1989 are hereby made a part hereof by reference and will be conformed to by the APPLICANT as the provisions thereof are applicable hereto.

   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 permitted facilities.

9. 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 the Alabama Department of Transportation.
10. If hazardous material is encountered in the execution of this Agreement it will be the responsibility of the APPLICANT to notify the proper agency responsible for said hazardous material and to comply with any and all environmental regulations as established by the Environmental Protection Agency (EPA), Alabama Department of Environmental Management (ADEM), and of the Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

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

12. 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 the Alabama Department of Transportation for a period of one year from acceptance by the Department of the work applied for by APPLICANT.

13. The APPLICANT will file with the STATE an acceptable certified check or bond in the penal amount of $________________ to guarantee the faithful performance of this permit contract in its entirety. 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 the STATE as a result of the bond, will be applied to complete and fulfill the permit contract terms.

14. To the fullest extent permitted by law, the APPLICANT shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from
performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the APPLICANT, anyone directly or indirectly employed by the APPLICANT or anyone for whose acts APPLICANT may be liable.

The term “hold harmless” includes the obligation of the APPLICANT to pay damages awarded against and legally recoverable from the State of Alabama, or the Alabama Department of Transportation, or its officers, agents, servants, and/or employees in both individual and official capacities whose acts or omissions that were the basis of the liability were performed within the course and scope of their employment.

15. This agreement when executed will not be valid or binding until the APPLICANT has complied with all existing ordinances, laws, and zoning boards that have jurisdiction in the county, city, or municipality in which the facilities are located.

16. All work to be performed by the APPLICANT under this Agreement shall be completed within one year from the date of the Agreement, unless additional time for completion is granted in writing to the APPLICANT by the STATE.

17. The Applicant must provide a copy of the Notice of Registration (NOR) Received issued by ADEM upon receipt of the applicant’s Notice of Registration. This will assure compliance with Phase II of stormwater construction requirements. In the event a NOR is not required, Applicant must submit to ALDOT a Best Management Practices (BMP) plan to control sediment run-off.

18. 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.

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.

__________________________________________
Legal Name of Applicant

______________________________
WITNESS:

_______________________________________ By: _________________________________________
Signature and Title

_____________________________________________
Typed or Printed Name

_____________________________________________
Address

_____________________________________________
Telephone Number

RECOMMENDED FOR APPROVAL:

_________________________________________
District Manager & Date

_________________________________________
Division Engineer & Date

ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS
TRANSPORTATION DIRECTOR

By: ________________________________
Maintenance Engineer

Date: ________________________________