ALABAMA DEPARTMENT OF TRANSPORTATION

SPECIAL AGREEMENT
FOR
INSTALLATION OF DRAINAGE STRUCTURES ON HIGHWAY RIGHT-OF-WAY

Permit Number_______________________

Maintenance Section______________________

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 desires to have its facilities accommodated on public highway right-of-way in _________________ County, Alabama, on the maintenance section being designated as ________________________, and consisting approximately of the following

_____________________________________________________________________________.

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

1. The STATE hereby permits to the APPLICANT approval to cross or locate its facilities on the public right-of-way at the location and in the manner as shown on plans previously submitted to and approved by the STATE, which plans are hereby made a part hereof by reference.

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. 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.

7. 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 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.

8. 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.

9. The installation of the facilities and related work covered by this Agreement shall be completed within one year from the date shown on this Agreement, otherwise this Agreement become null and void. Once work is begun, the APPLICANT shall pursue the work continuously and diligently until completion.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 BMP’s into compliance and to pay for any fines, assessments, etc. that
may be issued to ALDOT by ADEM/EPA.
In Witness whereof the parties hereto have caused this Agreement to be executed, in their respective names by those persons and officials thereunto duly authorized, and the same is deemed to be dated the day and year first above written.

WITNESS:

__________________________________________
Legal Name of Applicant

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: __________________________