Application is hereby made on this the _____ day of _____________, 20___ to permit ____________________________________________ to construct a median crossover at the location designated above. The specifics of construction are as follows:

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

This permit is granted on the following terms, covenants, conditions, and obligations of the permit contractor (hereinafter referred to as APPLICANT) to which the APPLICANT hereby agrees:

The plans showing this proposed crossover are in conformance with design criteria required in Section 4.3 of the current Maintenance Manual of the Alabama Department of Transportation of record in the Department. No changes in design will be made unless prior approval is received from the Alabama Department of Transportation, and the crossover will be located and constructed in compliance with the plans approved by the Alabama Department of Transportation, a copy of which are of record within the Department.

The construction of this median crossover will be by "State Forces" or by a qualified contractor employed by the APPLICANT, all to the satisfaction of the Alabama Department of Transportation, and in either event, the construction will be at the sole cost and expense of the APPLICANT.
The APPLICANT hereunder, as applicable, 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.

Any contractor of APPLICANT will be subject to approval of the Alabama Department of Transportation.

When requested by the Alabama Department of Transportation 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.

During construction of this median crossover, traffic control devices shall be used in accordance with the national Manual on Uniform Traffic Control Devices.

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.

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.

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 Occupational Safety and Health Administration (OSHA) in the proper disposition of the hazardous material encountered.

The execution of this crossover permit contract does not grant any right, title or deed to the APPLICANT for highway right-of-way, and the District Manager or his designated representative will have final authority with respect to the construction of the crossover in accordance with the approved plans.

It is further agreed that if, at any time, in the opinion of the Director of the Alabama Department of Transportation it becomes necessary to remove or reconstruct this crossover, and the Alabama Department of Transportation does remove or reconstruct the crossover, no claim for any damage will be made by the APPLICANT in the event of such removal or reconstruction by the Department.

Nothing in this permit shall be construed as authorization to permit any violation of the denial of access as indicated on the Alabama Department of Transportation's right-of-way maps of record in the Department of Transportation with respect to any area of highway right-of-way relating to this permit contract.

The median crossover and related work covered by the permit shall be completed within one year from the date shown on this permit, otherwise this permit becomes null and void. Once work is begun on the crossover, the APPLICANT shall pursue the work continuously and diligently until completion.

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.

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.
The decision of the Director of the Alabama Department of Transportation will be final on any question that may arise hereunder and concerning any work done, accomplished, performed or to be performed pursuant hereto.

In Witness whereof the parties hereto have caused this Agreement to be executed by their respective officers, officials, and persons thereunto duly authorized to be effective on the day and year stated below.

____________________________________
Legal Name of APPLICANT

By: __________________________________
Signature and Title
(Officer) of APPLICANT

____________________________________
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: __________________________________