APPLICATION FOR
PERMIT FOR SEISMIC SURVEY
BY USE OF VIBROSEIS SYSTEM

Permit No.__________________________________
Maint. Section No.____________________________
County_____________________________________

The Alabama Department of Transportation, acting through the Transportation Director, hereby grants to __________________________________________, as APPLICANT, subject to compliance by the APPLICANT with the terms and conditions hereinafter stated, the use of highway right-of-way to perform a Seismic Survey by the use of the Vibroseis System on the above numbered highway maintenance section as shown on a general highway map of the maintenance area of record in the Department of Transportation.

THIS SURVEY IS TO BE CONDUCTED ON THE FOLLOWING TERMS AND CONDITIONS TO WHICH THE PARTIES AGREE:

1. The APPLICANT will furnish a sketch acceptable to the Department showing the train of flagmen, traffic control signs, vibrating equipment, data collecting equipment and other devices used to perform the survey and to control traffic. The sketch is to include the number of all personnel and their stations as well as the spacing of all equipment. All traffic control devices will conform with the national Manual on Uniform Traffic Control Devices (MUTCD). A written description on the plan will explain how the survey train will operate and progress.

2. The highway right-of-way and all items such as sod, pavement, drainage structures, highway signs and utility facilities located on the right-of-way will be left in as good condition as before the survey was made.
3. This permit is valid for a period of one (1) year from its date and terminates at the end of the one (1) year period.

4. The APPLICANT must present proof of automobile, general public and employer’s liability insurance coverage acceptable to the Department of Transportation.

5. The vibrator pads will not be operated on the paved roadway, including paved shoulders. The paved roadway may only be used to travel between survey points.

6. The vibrator pads will not be operated at frequencies (usually low) that would cause damage to highway structures such as, but not limited to, culverts, cross drain pipes or within 150 feet of bridges. The use of explosives is prohibited.

7. 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 any permitted facilities.

8. 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.
9. All legal requirements and regulations pertaining to vehicle operations, including legal sizes and weights, are to be complied with when traveling along the highway.

10. The Department of Transportation District Manager is to be notified twenty-four hours in advance before the survey is commenced and the District Manager is granted complete and full authority to require changes to be made in the survey train to improve traffic control, and to limit times of operation and locations on the right-of-way to be surveyed. The APPLICANT will promptly notify the District Manager of the survey completion in order that an inspection of the right-of-way can be performed.

11. If the survey covers more than one state route or operates in more than one state district, notice of completion is to be given promptly to the applicable district manager after each survey is completed.

12. The STATE, in approving this permit, does not grant any right, title, claim or easement to the APPLICANT in the highway right-of-way and such approval does not affect legal rights of and legal obligations to adjacent property owners or others claiming interest in mineral or other property rights under or adjacent to right-of-way.

13. No work will be performed under this permit after 12:00 Noon on Saturday until 6:00 A.M. Monday.

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. 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.

16. 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.

17. Violation of any term or condition of this permit or any part thereof will cause this permit to be terminated and future permits to this APPLICANT may be denied.
This permit is deemed to be dated and effective the __________ day of ________________________, 20____.

____________________________________
(Legal Name of APPLICANT)

By:_________________________________
(Signature and Title)

____________________________________
Address

____________________________________
Telephone Number

RECOMMENDED FOR APPROVAL

____________________________________
District Manager & Date

____________________________________
Division Engineer & Date

APPROVED:
ALABAMA DEPARTMENT OF TRANSPORTATION
ACTING BY AND THROUGH ITS
TRANSPORTATION DIRECTOR

By:_________________________________
(Maintenance Engineer)

Date:_________________________________