



ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION

Adopt a Highway Maintenance Provider Permit Application
(Application for Permission to Use State Highway Right-of-Way)

Name of Applicant (Maintenance Provider)
Name of Sponsor
Mailing Address
City
State Zip
Phone
Cell Phone (required)
Email address

Location of adopted highway segment: City (in or near)
Highway Route No. Milepost No to Direction of Segment: NB SB EB WB
Median included? Y N (circle one) Access Ramp(s)? Y N (circle one) Frontage Road? Y N (circle one)

By signing this application the Maintenance Provider agrees to all terms and conditions of the permit as stated on the back of this application, acknowledges that the information given to ADOT is correct, and agrees to comply with ADOT's requirements stated in this permit.

Name of Applicant (Maintenance Provider Representative) Print or type
Signature of Applicant (Maintenance Provider Representative)

FOR ADOT USE ONLY
Adopt a Highway Permit

Permit No. This Permit Expires On

This application is approved as a permit and gives permission for the Maintenance Provider to use state highway right-of-way under the expressed condition that every agreement and any special provisions contained in this permit are faithfully performed.

Signature of Authorized ADOT Representative
Issue Date

This permit is for Adopt a Highway activities in the right-of-way including:
[] Median [] Access Ramps(s) [] Frontage Road(s) [] A one-time Cleanup Event

Frequency of litter cleanup (to be completed by the ADOT District Office)
[] 26 times/year [] 52 times/year [] Other times/year DE (initial)
(every other week) (every week) (less than 26 times a year must be approved by District Engineer)

Time of day litter cleanup is authorized by this permit
(e.g. M-F 5a - 2p)

Maintenance Provider shall contact at
Print name of Authorized ADOT Representative Phone Number

working days prior to the start of work authorized by this permit.
No work shall take place inside the right-of-way without an approved permit on site.
This permit may be cancelled by the State at any time.

Terms and Conditions of the Adopt a Highway Maintenance Provider Permit

1. THE PERMITEE AGREES TO assume all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, including to indemnify, defend, and hold ADOT and the State of Arizona and any of its agents, directors, officers, employees harmless from and against any and all claims, actions, losses, liabilities, costs, damages, or expenses, including court costs, reasonable attorney's fees, and costs of claim processing and investigation, arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee, any of its directors, officers, agents, employees, or volunteers, or its contractor or subcontractors. This indemnity includes any claim or amount arising out of, recovered under the Workers' Compensation Law, or arising out of the contractor's failure to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Permittee is not responsible for claims arising solely from ADOT's negligent or willful acts or omissions. The Permittee and/or contractors and subcontracts are required to provide certificates of insurance in accordance with ITD Policy on Insurance Certificates ADM 08-1.
2. The maintenance provider representative MUST BE AT LEAST 18 YEARS OLD TO SIGN a permit application.
3. The maintenance provider agrees to work as a contractor for the sponsor of the adopted highway segment. When signed by an authorized representative of ADOT and the maintenance provider, this permit authorizes the maintenance provider to perform maintenance work as a representative of the sponsor. All payments and contracts for maintenance services are between the sponsor and the maintenance provider. The maintenance provider is responsible for initiating the AAH Permit Application and performing all administrative work associated with the AAH Program.
4. Adopting a segment of highway under this permit does not preclude ADOT from using inmate labor, volunteers, or on-call contractors to maintain the adopted segments in addition to litter cleanup activities performed by the maintenance provider.
5. The maintenance provider shall contact the ADOT Designated Office to determine which segment(s) of highway are available for adoption. Segments of highway in the Adopt a Highway Program are ADOPTED ON A FIRST-COME, FIRST-SERVED BASIS at ADOT's discretion and authority. The MINIMUM SEGMENT OF HIGHWAY THAT CAN BE ADOPTED, IS TWO MILES in a single direction or as directed by the Designated Office with consent from the AAH Coordinator.
6. The maintenance provider shall SUPPLY ALL LABOR, EQUIPMENT AND SUPPLIES NECESSARY to perform the work, including, without limitation, safety vests, hats and litter bags. The employees must be capable of performing the permitted services. No visitors or relatives of the maintenance provider's employees will be allowed in the work area during the workday unless they are bona fide employees of the maintenance provider. Employees must treat the public in a courteous manner. All crews must have a supervisor who is capable of EFFECTIVELY COMMUNICATING IN ENGLISH with ADOT personnel, crew employees, and the traveling public. The supervisor must carry a working cell phone and that number must be included in this permit application.
7. COMPLY WITH ENVIRONMENTAL LAWS. (a) Environmental laws refers collectively to any and all federal, state, or local statute, law, ordinance, code, rule, regulation, permit, order, or decree regulating, relating to, or imposing liability or standards of conduct on a person discharging, releasing or threatening to discharge or release or causing the discharge or release of any hazardous or solid waste or any hazardous substance, pollutant, contaminant, water, wastewater or storm water, and specifically includes, but is not limited to: The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act; the Clean Water Act (CWA); the Clean Air Act; the Occupational Safety and Health Act; the Arizona Water Quality Act Revolving Fund Act, the Arizona Hazardous Waste Management Act, any applicable National Pollutant Discharge Elimination System (NPDES) or Arizona Pollution Discharge Elimination System (AZPDES) permit, any applicable CWA Section 404 permit, or any local pretreatment or environmental nuisance ordinance. (b) The permittee specifically agrees that in the course of performing any activity for which this permit is necessary: i. To comply with any and all Environmental Laws; ii. Ensure that no activity under this Permit shall cause ADOT to be in violation of any Environmental Laws; iii. That if the permittee fails or refuses to comply with any Environmental Laws, or causes ADOT to be in violation of any Environmental Laws, ADOT may at its sole and unreviewable discretion, (1) revoke this Permit; (2) require the permittee to undertake corrective or remedial action to address any release or threatened release or discharge of the hazardous substance, pollutant or contaminant, water, wastewater or storm water; and (3) expressly consents to entry of injunctive relief to enforce any listed remedies. iv. To indemnify ADOT for any losses, damages, expenses, penalties, liabilities or claims of any nature whatsoever suffered by or asserted against ADOT as a direct or indirect result of the disposal, escape, seepage, leakage, spillage, discharge, emission, or release of any hazardous waste, solid waste, hazardous substance, pollutant or contaminant, water, wastewater or storm water and losses, damages, expenses, penalties, liabilities and claims asserted or arising under the environmental laws, or for ADOT's costs in undertaking corrective action pursuant to an order of or settlement with a duly authorized regulatory agency or injured third party or for any penalties associated with permittee's activities.
8. Work crews may only be on roadways during the hours and days specified on their permit and license (daylight hours only). Work shall not be conducted on holiday weekends or within twenty-four hours of a holiday weekend unless specifically authorized in writing as an amendment to the permit. ADOT may require additional pick ups as needed (for paper spills, vandalism, etc) or as directed by the Authorized ADOT representative.
9. Maintenance activities shall be conducted in a manner that the employees and equipment are not moving back and forth across traffic lanes. The shoulder area shall be cleaned in one pass and the median area, frontage road or area adjacent to the ramp, if adopted, cleaned in a separate pass within the same day. Blowing or raking leaves, clippings, litter, etc onto the pavement is prohibited. All adopted areas must be cleared of litter properly and in the frequency stated on the permit.
10. Accumulated litter shall be placed in bags. The bags shall be placed no closer than 10 feet from the outside edge of the roadway and shall be removed and disposed of by the maintenance provider on the day of the cleanup activity. The maintenance provider is responsible for disposing of litter in a legal sanitary landfill. Any cost involved with use of landfills shall be the responsibility of the maintenance provider.
11. The litter removal area shall include all areas outside the traveled way or as specified in the permit. Median and frontage roads shall be included if specified in the permit. Litter removal **DOES NOT INCLUDE** culverts, bridges or tunnels, nor does it include toxic, hazardous materials, medical waste, dead animals, weapons, or large bulky items. These should be reported immediately to the ADOT Designated Office.
12. Maintenance must be performed in a safe manner with trained employees. The maintenance provider agrees to provide safety training to their employees and ADOT reserves the right to review the safety training provided. Approved hard hats and safety vests shall be worn in the work area. Hard hats and safety vests shall be replaced any time their visibility is reduced due to fading, or if they become soiled or for any other cause that would diminish their effectiveness. Maintenance provider agrees to abide by OSHA requirements under 29CFR 1910-1926.
13. Work crews must be transported in a company vehicle. Vehicles and mobile equipment shall be clearly marked with company name and/or logo (as defined in Arizona Administrative Rule R17-5-203.d). All drivers must possess a valid Arizona driver's license for the appropriate class of vehicle. Drivers must also carry the minimum liability insurance on the vehicle as per the ITD Policy on Insurance Certificates ADM 08-1. Vehicles used in the Adopt a Highway cleanup activities shall be maintained in good repair, appearance and sanitary condition at all times. Trucks and trailer beds shall be tight and have enclosed sideboards and covered tops capable of containing the refuse collected. All vehicles shall be equipped with amber flashing beacons in good working order and emblems indicating slow moving vehicle. The emblem shall be centered on the rear of the equipment. Flashing beacons shall meet or exceed the following specifications: (1) Flashing Beacons - Amber, 2 bulbs each, 12 volt Par 36, Candlepower 35,000, Flashing rate of 80-100 times per minute; (2) Strobe Lights - One each - Whelen Model 5200 or Two each - Model Par 46 Head Assemblies.
14. Maintenance provider agrees to COMPLY WITH ADOT'S TRAFFIC CONTROL STANDARDS. All traffic shall be maintained throughout the work area and protected in accordance with the requirements of the Arizona modification to Part VI entitled Traffic Control Supplement. The maintenance provider agrees to submit Traffic Control Plans to ADOT and receive written approval before performing Adopt a Highway activities.
15. The maintenance provider shall have recognition signs made according to the MUTCD (2003) sign specifications and the sign guidelines and specifications distributed by ADOT. The maintenance provider agrees to install the recognition signs showing the sponsorship of the named organization in the AAH Program, and to repair, replace or remove signs as directed by ADOT. The recognition sign is not intended to be a forum for public expression or an advertising medium. Sign content must conform to the AAH Signing Specifications for Maintenance Providers, ADOT Traffic Engineering Manual of Approved Signs and the ADOT AAH Sign Content Guidelines. ADOT reserves the right to edit the wording of the sign and has final approval of the sign content and location(s).
16. The maintenance provider understands that their permit to use ADOT highway right-of-way may be cancelled for any reason with or without cause as determined by the ADOT District Office. This includes failure to make the required number of cleanups specified on the permit and license. Prior written notice will be issued by ADOT and the maintenance provider will have a specified number of days to remedy the situation before the permit (for that particular segment) is cancelled. If the permit application is denied or a permit is cancelled, there is an appeal process within ADOT described in the policy, after which the applicant has the right to a hearing as prescribed in Arizona Administrative Code R17-3-509. Continued failure is grounds to have all permits cancelled and the maintenance provider's name removed from the ADOT maintenance provider Referral List.
17. In the event the sponsor fails to meet the requirements of their contract, the maintenance provider, at their own discretion, may maintain their segment of highway for up to six (6) weeks at their own expense. At the end of the six week period, if a new sponsor is not located, the segment of highway may be reassigned by ADOT.
18. Maintenance provider agrees to DISPLAY A COPY OF THIS PERMIT at the work site at all times.
19. Participation in the Adopt a Highway Sponsor Program for Maintenance Providers is a PRIVILEGE GRANTED BY THE STATE. ADOT requires all maintenance providers must act responsibly and in accordance with the highest ethical standards.