

THE PERMITTEE SHALL:

1. Assume all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, including indemnify, defend, and save harmless ADOT and the State of Arizona and any of its departments, agencies, boards, commissions, universities, officers, officials, agents and employees from and against any and all claims, demands, suits, actions, proceedings, loss, costs, damages of every kind, or expenses, including court costs, reasonable attorney's fees and/or litigation expenses, 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 or 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. Permittee and Contractor agree to provide ADOT with certificate(s) of insurance (COI) consistent with the requirements stated in the ADOT Permit Insurance Matrix and to provide the State of Arizona/ADOT with endorsements or evidence to satisfy the Additional Insured, Waiver of Subrogation and Primary/Non-Contributory coverage requirements. The required insurance shall be kept in force by the Permittee and its contractors/subcontractors for the term of the permit and shall not expire, be canceled or materially changed to affect coverage available to the State without thirty (30) days written notice to the State. Automobile and Worker's Compensation coverage requirements are dependent upon the use of employees and autos for the encroachment activity. Permittee agrees to maintain and make available to ADOT all contractors/subcontractors' certificates upon demand. ADOT reserves the right to require an increase or allow a decrease in insurance limits or coverage based on the risks and financial exposure arising out of the event or activity proposed in the permit application.
2. Comply with Environmental Laws.
 - a. Environmental Laws refer 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 stormwater, 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 (and/or their agent) specifically agree that in the course of performing any activity for which this Permit is necessary:
 - I. Shall 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. Indemnify ADOT for any losses, damages, expenses, penalties, liabilities or claims of any nature whatsoever suffered by or asserted against ADOT.
 - c. 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.
3. Be responsible for any repair or maintenance work and repair any aspect or condition of the encroachment that causes danger or hazard to the traveling public, for the duration of the encroachment and must perform such work under the appropriate encroachment permit authorization.
4. Comply with ADOT's traffic control standards with an ADOT approved traffic control plan.
5. In any case and at the Department's discretion; ADOT may require written approval from the abutting property owner prior to issuance of the encroachment permit. If the encroachment encroaches on abutting property owned by someone other than the permittee (and/or on underlying fee land owned by someone other than the permittee where ADOT owns its right of way by easement), the Permittee must obtain written approval from the abutting property owner (and/or underlying fee owner where ADOT owns its right of way by easement).
6. ADOT reserves the right to require the permittee to perform any repairs necessary to address damages caused by the encroachment throughout the life of the encroachment.
7. Remove the encroachment and restore repair the portions of the right-of-way that were damaged as a result of the encroachment to substantially the same condition as existed prior to the damage if ADOT cancels the encroachment permit, and terminates all rights under the permit, or if the project terminates for any reason beyond ADOT's control.
8. Reimburse ADOT for costs incurred or deposit with ADOT money necessary to cover all costs incurred for activities related to the encroachment, such as inspections, restoring and/or repairing portions of the right-of-way damaged by the encroachment to substantially the same condition as existed prior to the damage, removing the encroachment, or repair encroachment to originally permitted condition and comply with ADOT's bond policy as applicable.
9. Notify new owners of property or encroachment to apply for an ADOT encroachment permit, as required by Arizona Administrative Rule R17-3-502(D).
10. Apply for a new encroachment permit if the use of the permitted encroachment or the use of adjoining property changes.
11. Keep a copy of the encroachment permit at the work site or site of encroachment activity.
12. Construct the encroachment according to attached Specifications, Standards and the plans approved by ADOT as part of the final permit; any field changes shall be approved by ADOT prior to implementation.
13. Obtain all required permits from other government agencies or political subdivisions.
14. Remove any defective materials, or materials that fail to pass ADOT's final inspection, and replace them with materials ADOT specifies.
15. Have the right to a hearing as prescribed in Arizona Administrative Code, R17-3-509 if the permit application is denied.
16. Understand that once issued, the permit is revocable and subject to modification or abrogation by ADOT at any time, without prejudice.
17. Following the installation or relocation of utilities within ADOT Rights-of-Way, utility companies are required to provide as-built drawings.
18. Certify that the Permittee shall secure overlash approval on existing poles from the utility company pole owner. I certify I have written approval as necessary or have verified no approvals are required or needed. Initial _____
19. Certify that the Permittee shall secure from the existing utility owner to enter the existing sleeve, conduit, inner duct, cabinets, handholes or manholes to install additional infrastructure as noted on Page 1. I certify I have written approval as necessary or have verified no approvals are required or needed. Initial _____
20. Where ADOT holds an easement interest, certify the Permittee has written approval from any underlying fee owner to include government entities, political subdivisions, and private property owners. I certify I have written approval as necessary or have verified no approvals are required or needed. Initial _____
21. The Permittee shall: In the event of a future relocation, reimburse the Department for any damages caused by the failure of the permittee to relocate the utility on or before the relocation date provided by the Department

By accepting an ADOT approved Encroachment permit, the Encroachment Owner agrees to the requirements described in the permit, to be responsible for all permit requirements, and to comply with ADOT's requirements as set out in the permit. **NO WORK SHALL TAKE PLACE INSIDE THE RIGHT OF WAY WITHOUT AN ADOT APPROVED PERMIT ON SITE. I have read, understand and shall comply with the requirements as stated above:**

Name: _____ **Date:** _____ **Signature:** _____