

Transportation Systems Management and Operations

This form must be completed and signed by the traffic control provider. A certificate of insurance for the provider with endorsements is required and must be approved by ADOT Risk Management prior to permit issuance.

1) Work Description from Application:	_____
2) Traffic Control Company Name:	_____
3) Company Contact Name:	_____
4) Company Address:	_____
5) Company Phone:	6) Email: _____
7) Relationship to Project:	_____
8) Description of Work Contractor Will Perform:	_____
9) Specific Location(s) Work Will Be Provided:	_____
10) Traffic Control Plan Status:	_____
11) Proof of Required Insurance Status:	_____

By signing this supplement as the Responsible Party, you acknowledge that the information given and statements made are true and correct to the best of your knowledge. By signing, you affirm that you are authorized to represent the contractor, company or individual providing the services that will occur within the right-of-way specific to the Description of Work annotated in block 6 of the permit application; that you have read, understand and shall comply with the Encroachment General Obligations & Responsibilities as described on pages 2-3 of this document. By entering the ADOT right-of-way to perform the activities outlined in this supplement and in accordance with an approved encroachment permit, you agree to comply with ADOT's requirements as set out in the permit. This supplement is not a permit to perform work.

Signature (Traffic Control Provider)_____
Title_____
Date_____
Printed Name

**NO WORK SHALL TAKE PLACE WITHIN THE RIGHT-OF-WAY
WITHOUT AN ADOT APPROVED PERMIT ON SITE**

General Obligations and Responsibilities

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, commission, 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 Contractors/Sub-Contractors. This indemnity includes any claim or amount arising of or recovered from 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 consistent with the requirements stated in the ADOT Permit Insurance Matrix to include naming the State of Arizona/ADOT as an Additional Insured with respects to General Liability and Automobile Liability and provide a Waiver of Subrogation endorsement in favor of the State of Arizona/ADOT for all insurance coverages. The required insurance shall be kept in force by 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 from the state. Automobile and Worker's Compensation coverage requirements are dependent upon the use of employees and autos for the encroachment activity. Please refer to the ADOT Permit Insurance Matrix to determine requirements for coverage, limits, language, and other insurance related items specific to each permit. 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. The encroachment permit is issued upon the expressed condition that ADOT and the State of Arizona does not protect or insure against loss of personal property or improvements owned by Permittee.
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 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 any person or entity performing work on their behalf under this Permit) specifically agrees 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 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 stormwater and losses, damages, expenses, penalties, liabilities and claims asserted or arising under the Environmental Laws, or for ADOT's costs in undertaking corrective action

Transportation Systems Management and Operations

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;

- 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 stormwater; 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).
 6. ADOT reserves the right to require the Permittee to perform any repairs necessary to the encroachment throughout the life of the encroachment;
 7. Remove the encroachment and restore the right-of-way to its original or better condition 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 the right-of-way to its original or better condition, removing the encroachment, or repair encroachment to originally permitted condition and comply with ADOT's bond policy as applicable;
 9. Notify new owner of property or encroachment to apply for an ADOT encroachment permit, as required by Arizona Administrative Code R17-3-502(D);
 10. Apply for a new encroachment permit if the use of the permitted encroachment or the use of the adjoining property changes;
 11. Keep a copy of the encroachment permit at the work 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 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 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.

By accepting an ADOT approved permit, the Permittee agrees to the requirements described in the permit, to be responsible for and 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 agree to comply with the requirements:

Initials:

Name:

Date:

(Responsible Party/Traffic Control Provider)