ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION

Highway Encroachment Permit Application

(Application for Permission to Use State Highway Right-of-Way)

FOR ADOT USE ADOT Agreement Number: _____ ☐ ECS ☐ JPA ☐ Other _____

PERMIT NUMBER:_____ ROUTE: _____ MILEPOST: _____

ADOT PROJECT NUMBER: _____ ADOT ENGINEERING STATION: _____

Name of Encroachment Owner:

Mailing Address of Owner:

City:

State: Zip:

Phone:

E-mail address:

Name of Local Point of Contact:

Phone Number for Local Point of Contact:

Name of Authorized Agent / Applicant (*If other than the Encroachment Owner*):

Mailing Address:

City:

State: Zip:

Phone:

Legal Relationship to Owner:

☐ Contractor ☐ Sub Contractor ☐ Authorized Employee

☐ Engineer ☐ Attorney ☐ Other:_____

E-mail Address:

City (in or near) _____ Side of Highway: ☐ N ☐ S ☐ E ☐ W (check one)

Highway Route # _____ Approximately _____ Feet ☐ N ☐ S ☐ E ☐ W (check one) of Milepost #_____

Encroachment Owner's Project # or Property Parcel #: _____ Project Duration : _____

Description of the proposed work or activity in the right-of-way: _____

_____

_____

_____

_____

_____

The Encroachment Owner will be the Permittee. By signing this application, the Encroachment Owner and the Owner's Agent acknowledge that the information given and statements made in this application are true and correct to the best of his/her knowledge. The Encroachment Owner agrees as the Permittee to accept the following General Obligations and Responsibilities as described on page 2 of the application. By accepting an approved encroachment permit, the Permittee 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. An approved permit consists of but is not limited to this application and final supporting documentation approved by ADOT, and any requirements set by ADOT. NO WORK SHALL TAKE PLACE INSIDE THE RIGHT OF WAY WITHOUT AN APPROVED PERMIT ON SITE.

_____ _____

Encroachment Owner (*Print Name and Sign*) **Date**

_____ _____

Authorized Agent or Applicant: *If other than the Encroachment Owner (Print Name and Sign)* **Date**

FOR ADOT USE

PERMIT TO USE STATE HIGHWAY RIGHT-OF-WAY

This application is approved as a permit and a permit is issued to the Permittee. Construction is authorized only for the period indicated below.

_____ _____

Authorized ADOT Name and Signature Authorized ADOT Name and Signature

Issue Date _____ Permit work to be completed by:_____

GENERAL OBLIGATIONS AND RESPONSIBLITIES

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 it's agents, directors, officers, 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 agrees to provide ADOT with a certificate(s) of insurance consistent with the requirements stated in the ADOT Permit Insurance Matrix. Permittee is also obligated to provide certificates for its contractor(s), if any. The required insurance shall be kept in force by the permittee and its contractors for the term of the permit and shall not expire, be cancelled 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. Please refer to the Matrix to determine requirements for coverage, limits, language and other insurance related items specific to each permit. Contractor's certificates shall include all subcontractors assureds under its policies, or Contractor shall collect from each of its subcontractors a certificate that meets or exceeds the requirements for a Contractor as outlined in the Matrix. Contractor agrees to maintain and make available to ADOT all 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. Permittee waives the right to claim damages from ADOT and the State of Arizona for any damage resulting to said property in the event that property is damaged or destroyed by fire or any other perils that is not the direct result of negligence by ADOT or the State of Arizona.
2. 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. Specifically agree that in the course of performing any activity for which this Permit is necessary:

      i. To comply with any and all Environmental Laws;

      ii. To 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;
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. Obtain written approval from the abutting property owner (and/or underlying fee owner where ADOT owns its right of way by easement) 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). 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.
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 a new owner to apply for an 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 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 approved encroachment permit, the Permittee 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 APPROVED PERMIT ON SITE. I have read and understand the above requirements: Initial _____ Date_____