

Agreement Number:

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT), hereinafter called the "Department," and

hereinafter called the "Grantee" and

hereinafter called the "Grantee's Contractor."

Whereas, the Department is granted the authority under chapter 47.40 RCW to establish a state-wide Adopt-a-Highway Program, and

Whereas, the Grantee wishes to contribute toward the effort to enhance highway roadside appearance,

Now, therefore, the Department does hereby authorize the Grantee and the Grantee's Contractor to participate in the Adopt-a-Highway Program to accomplish the work described below, within the assigned section of highway designated, as long as the Parties who have executed this Agreement agree to be bound by its terms and conditions as provided herein and/or attached, including all Exhibits.

A. The Grantee does hereby agree:

1. To pay a fee of \$_____ to the Washington State Department of Transportation, to cover the cost of sign fabrication, installation and maintenance, and the cost of administering this Agreement.
2. To promptly notify the Department and the Grantee's Contractor as soon as the Grantee decides to terminate this Agreement, by providing written notice as required under the "Other Terms and Conditions," Section D of this Agreement.
3. To cooperate in the execution of a new agreement prior to new Grantee's Contractor engaging in any work.
4. To ensure that Grantee's Contractor's work is in compliance with the terms of this Agreement. Non-compliance will result in a termination of this Agreement upon thirty (30) days written notice.
5. To ensure that Grantee's Contractor complies with all safety requirements, private insurance requirements, reports to the Department, procedural requirements and all other terms and provisions of this Agreement.
6. To require the insurance provisions as follows: Grantee shall obtain at its sole cost, or cause Grantee's Contractor to obtain at its sole cost, and keep in force during the term of this Agreement, for the work specified in this Agreement, the following insurance requirements with companies licensed to conduct business in the State of Washington and approved by the State Insurance Commissioner pursuant to chapter 48.05 RCW:
 - A. Commercial General Liability Insurance written under Insurance Services Office Form CG0001 or its equivalent with minimum limits of \$1,000,000 each occurrence and \$2,000,000 in the aggregate for each policy year with the State of Washington named as an additional named insured in connection with the Grantee and/or Grantee's Contractor's performance of the work specified in this Agreement.
 - B. Commercial Auto Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a

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combined single limit of not less than \$1,000,000 each occurrence with the State of Washington named as an additional named insured in connection with the Grantee and/or Grantee's Contractor's performance of the work specified in this Agreement.

Prior to the execution of this Agreement, either the Grantee or Grantee's Contractor shall file with the Department ACORD Form Certificates of Insurance evidencing the minimum insurance required above. All Certificates of Insurance shall include a requirement providing for a minimum of forty-five (45) days prior written notice to the Department of any reduction or cancellation of coverage. This provision shall not apply if Grantee's Contractor is a State agency.

B. Grantee's Contractor does hereby agree:

1. To conduct activities in a safe manner and comply with any conditions as may be required by the Department for safety of the workers and the traveling public. Safety is the number one priority of the program.
2. To have an appropriately sized first aid kit, based on the number of workers on the crew, available at the highway roadside site, and at least one person with a valid First Aid Card be present during work activities.
3. To provide Washington State Department of Labor and Industries' approved hard hats and fluorescent orange safety vests for all workers, as well as litter bags, and any other necessary equipment and supplies not provided by the Department in order to accomplish the work specified in this Agreement.
4. To comply with or ensure that the Grantee has provided the specified insurance requirements and to carry proof of this insurance at all times when working on the highway roadside. If Grantee's Contractor is a State agency, this provision shall not apply.
5. To comply with requirements necessary to conduct business in Washington State, and as an employer, to pay all employer premiums or assessments required to secure medical aid benefits under chapter 51.36 RCW for all agents and employees participating in the program. If Grantee's Contractor is a State agency, this provision shall not apply.
6. To assign a supervisor to each work crew and require that supervisor to have a copy of this Agreement with him/her while working on the highway roadside.
7. To pick up litter no less than six (6) times per year.
8. To remove all litter and/or debris from the highway roadside and legally dispose of it off site.
9. To have no more than _____ vehicles parked on the highway shoulder within the assigned area during a work activity.
10. To comply with all specifications in the WSDOT Adopt-a-Highway Traffic Control Plan, attached as Exhibit B, when conducting work. An additional traffic control plan may be required. If indicated below, Grantee's Contractor shall submit a traffic control plan for approval, prior to engaging in work and adhere to all requirements as indicated in the approved traffic control plan when working on the highway roadside:

 Additional Traffic Control Plan required, see Exhibit A, Special Provisions for Adopt-a-Highway Agreement Use standard WSDOT Adopt-a-Highway Traffic Control Plan, Exhibit B. (*Check one.*)
11. To verify that each worker has received and reviewed safety training materials provided by the Department before participating in any highway roadside work activities.

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12. To ensure that workers who find anything that they suspect to be hazardous to not touch it, but take appropriate precautions and immediately report the location and description of the material/substance to the Department Representative.
13. To ensure that work not take place during a legal holiday, during the afternoon on the day before a legal holiday, or during holiday weekends. See RCW 1.16.050, legal holidays defined.
14. To limit work during week days between the hours of _____ and _____.
15. To provide the Department with a monthly report detailing the number of bags of litter collected and removed.
16. To immediately notify the Department Representative upon any change in its arrangements with the Grantee.
17. To comply with Exhibit A, if adoption includes work in addition to litter control:
 Exhibit A included, None included (*Check one.*)

C. The Department does hereby agree to:

1. Furnish and install an Adopt-a-Highway sign(s) with the Grantee name or acronym displayed at the assigned area, if the work meets the minimum criteria for signing. Grantee requests for a logo or custom nameplate on the sign must be approved by the Department. Upon approval, the Department will install the appliqué if provided by the Grantee.
2. Provide safety materials and training aids to the Grantee and/or Grantee's Contractor for use in training.
3. Designate a Department Representative that the Grantee or the Grantee's Contractor is to contact when the Grantee or the Grantee's Contractor needs to contact the Department.
4. Periodically inspect the work sites to verify that the work is being performed as agreed. Contact the Grantee and the Grantee's Contractor if corrective action is necessary and arrange for the corrective action to be performed.

D. Other Terms and Conditions:

1. TERMINATION AND CORRECTIVE ACTION

The Department is authorized to temporarily suspend this Agreement for any reason without incurring liability. The Department will notify the Grantee and/or Grantee's Contractor when activities may be resumed.

The Department is authorized to terminate this Agreement upon thirty (30) days written notice (a) if it deems it necessary, (b) if the Grantee or Grantee's Contractor fails to comply with any condition of this Agreement, (c) if the Grantee or Grantee's Contractor fails to take adequate corrective action to a prior thirty (30) days written notice from the Department of non-compliance to this Agreement, or (d) for any public purpose.

If the Department terminates this Agreement by written notice because of non-compliance by the Grantee's Contractor, the Grantee may select another Grantee Contractor from the Department's pre-approved list. Should the Grantee select another Grantee Contractor, the Grantee, Department and new Grantee Contractor shall enter into a new Adopt-a-Highway Agreement for Privately Sponsored Work.

The Grantee may terminate this Agreement by providing thirty (30) days written notice to the Department and the Grantee's Contractor.

Any termination action shall be without cost or liability to the Department.

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2. TRANSFERABILITY

This Agreement is not assignable or transferable, either in whole or in part.

3. TERM

The term of this Agreement shall commence on: _____, and shall end on:

_____ unless renewed, or terminated pursuant to section D. 1., above.

Upon termination of this Agreement, the Adopt-a-Highway sign shall be removed and remain the property of the Department.

4. INDEMNIFICATION AND WAIVER

Indemnification: The Grantee, the Grantee's Contractor, and their agents and employees agree to and shall protect, defend, indemnify and hold harmless the State of Washington and its officials, employees, and authorized agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), which may accrue to or be suffered by any person, persons, or property, arising out of, or in any way resulting from, the Grantee's, the Grantee's Contractor's and/or their agents' and/or employees' intentional or negligent acts or omissions while using or occupying the state highway right of way as authorized by this Agreement. In case any claim, suit or action is brought against the State of Washington, its officers, employees and/or authorized agents, arising out of or by reason of the Grantee's, the Grantee's Contractor and/or their agents' and/or employees' use or occupancy of the state highway right of way as authorized by this Agreement, the Grantee, the Grantee's Contractor and/or their agents and/or employees shall, upon notice of such claim, suit or action, defend the same at its or their sole expense and satisfy any judgment and/or award of damages against the State of Washington, its officers, employees and/or authorized agents; Provided, that if the claim, suit, action or award of damages is caused by or result from the concurrent negligent acts or omissions of (a) the Grantee, the Grantee's Contractor and/or their agents and/or employees and (b) the State of Washington and/or its officials, employees and/or authorized agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the Grantee's, the Grantee's Contractor's and/or their agents' and/or employees' intentional or negligent acts or omissions.

Waiver: The Grantee and the Grantee's Contractor, on behalf of themselves and their agents and/or employees, agree to and hereby do waive any and all claims for (a) personal injury to themselves and/or their agents and/or employees, and (b) damages or losses to property, including expenses or lost revenues incurred by themselves and/or their agents and/or employees in connection with Grantee's and/or Grantee's Contractor's and/or their agents' and/or employees' use or occupancy of the state right of way as authorized by this Agreement as against the State of Washington, its officials, employees and/or authorized agents.

This indemnification and waiver shall survive the termination of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

Grantee: _____, _____, _____
Representative Title Date

Print Name

Grantee' Contractor: _____, _____, _____
Representative Title Date

Print Name

WSDOT: _____, _____, _____
Representative Title Date

Print Name

ASSIGNED HIGHWAY SECTION(S):

SR _____ MP _____ to MP _____

From _____ to _____

Left side of highway Right side of highway Median Interchange

County of Assigned Section(s): _____

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Washington State
Department of Transportation

Address

_____, WA _____
City Zip Code

Phone Number

Date of Execution

_____, _____
Date of Termination or Renewal

Name of Department Representative

Title

E-Mail Address

Name of Grantee/Organization (print or type)

Address

City, State, Zip Code

Name of Grantee/Organization Contact (print or type)

Address

City, State, Zip Code

Daytime Telephone

Title

E-Mail Address

Grantee's Contractor's Name

Mailing Address

Phone Number

Name of Grantee's Contractor's Representative

Title

E-Mail Address

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EXHIBIT A, Page 1

EXHIBIT A - Special Provisions for Adopt-a-Highway Agreement:

1. The Grantee and/or Grantee's Contractor shall submit a written proposal for any enhancement work proposed in addition to or in place of litter control. All proposed work shall be in conformance with the Roadside Classification Plan, Corridor Management Plan (if completed), and any other applicable plans and policies as adopted by the Department. The proposal shall include: Complete description of the work proposed, materials and techniques to be used, and a schedule of work detailing all aspects of the proposal.
2. No work shall commence prior to execution of this Agreement, with all Exhibits attached, by all Parties to this Agreement.
3. Prior to the beginning of work, an on-site project review conference shall be held, at which a Department Representative and Grantee's Contractor's appointed crew leader shall be present.
4. The Grantee or Grantee's Contractor shall notify the Department's Representative five (5) working days in advance of any scheduled work as specified in this Exhibit within the state right of way.
5. All work shall be done to the satisfaction of the Department at the Grantee's sole expense. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition, and shall be subject to Department inspection. Unsatisfactory work shall be corrected by the Grantee or the Grantee's Contractor at no cost to the Department. Any unsatisfactory work not corrected by the Grantee may be corrected by the Department, and the Grantee agrees to be liable for all costs and pay such costs within thirty (30) days of receipt of a Department invoice.
6. The unauthorized cutting of any vegetation, unauthorized application of herbicides, or disfiguring of any feature of scenic value shall not be permitted. Damage to existing vegetation designated to be preserved shall be subject to replacement and triple damages in accordance with the provisions in section 1-07.16(2) of the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, RCW 4.24.630, and RCW 64.12.030.

Additional provisions are indicated with ☒.

- The application of pesticides of any type to the highway right of way shall not be permitted.
- The application of pesticides to the highway right of way is permitted. The Grantee shall prepare and submit a weed control plan for Department approval. Application shall comply with the approved weed control plan. The applicator shall be licensed by the state of Washington for the class of pesticide utilized. Application records shall be submitted to: WSDOT Maintenance, P O Box 47358, Olympia, WA 98504- 7358.
- All work shall be in compliance with the *Manual on Uniform Traffic Control Devices for Streets and Highways*. It is the Grantee's and/or the Grantee's Contractor's responsibility to provide adequate traffic control and protection to insure the safety of the traveling public, all personnel and equipment. If necessary, the Grantee's Contractor shall provide certified flaggers, radio equipped, for these purposes.
- Directing of surface water from private property onto state highway right of way shall not be permitted. All manholes, drainage features, utility fixtures, and like appurtenances shall be located, marked, protected and maintained by the Grantee's Contractor as directed by the Department. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by the Grantee's Contractor's work shall be restored to their original cross section and condition. Any problems with drainage shall be alleviated to the Department's satisfaction at the Grantee's sole expense. Any unsatisfactory work not corrected by the Grantee's Contractor will be corrected by the Department, and the Grantee agrees to be liable for all costs and pay such costs within thirty (30) days of receipt of a Department invoice.

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EXHIBIT A, Page 2

- No lane closures shall be allowed except as approved by the Department. Lane closures must be submitted for approval ten (10) work days in advance of use. Approvals may cause revision of hours of operation. The hours of permitted lane closure may differ from the work hours. Work shall be restricted to between the hours of _____ and _____.
- Bond coverage required to ensure proper compliance with all terms and conditions of this Agreement will be furnished by a Blanket Surety Bond held at the Olympia Headquarters
- A surety bond in the amount of \$ _____ written by a surety company authorized to do business in the State of Washington, shall be furnished to ensure compliance with any and all of the terms and conditions of this Agreement and shall remain in force until all work under this Agreement has been completed and approved by the Department.
- Any access to the right-of way from adjacent property shall be the responsibility of the Grantee and/or the Grantee's Contractor. Access shall be gated and locked when not in use. Access locations and configurations shall be subject to Department approval.
- Access to the highway roadside work area shall be from the Grantee's property or from a public access, not from the highway.
- Access to the work area shall be from the highway shoulder. Vehicle parking and traffic control shall be in accordance with Department approved traffic control plans.
- The Grantee and/or the Grantee's Contractor shall prepare and submit a Stormwater Runoff Plan as approved by the Department of Ecology. The work area is estimated at _____ acres.
- The Grantee and/or the Grantee's Contractor shall prepare and submit a landscape/irrigation plan for Department approval.
- Vegetation to be removed consists of: _____

 - Department will assist in marking designated vegetation approved for removal.
 - Individual plants shall be pulled from the ground with roots intact.
 - Stumps of vegetation removed shall be flush cut with the ground.
 - Vegetative debris shall be chipped and dispersed within the highway right-of-way.
 - Vegetative debris shall be removed and legally disposed of by the Grantee
- Planting limits and setbacks shall be field staked by the Department and shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge and Municipal Construction*, current edition.
- Mowing height shall be set at _____ inches from the ground surface. Mowing shall be performed once each month, during the months of: _____
- Other: _____

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(Attach additional sheets if necessary.)

Grantee:

_____, _____, _____
Representative Title Date

Print Name

Grantee' Contractor:

_____, _____, _____
Representative Title Date

Print Name

WSDOT:

_____, _____, _____
Representative Title Date

Print Name