

Adopt-a-Highway Agreement for Privately Sponsored Work

Agreement Number:

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

_____ located at

_____ hereinafter the "Contractor."

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

WHEREAS, there are many private and non-profit sponsors, businesses and organizations, who wish to financially support the Adopt-a-Highway Program; thus, their name is visible to the traveling public through Adopt-a-Highway signage, and

WHEREAS, the Contractor is in the business of supporting state Adopt-a-Highway Programs, by providing litter removal maintenance on behalf of sponsors, businesses and organizations, and

WHEREAS, the Contractor wishes to provide WSDOT with scheduled litter removal maintenance in accordance with the terms and conditions of WSDOT's Adopt-a-Highway Program, which will be funded by sponsors, businesses and organizations,

NOW, THEREFORE, pursuant to chapter 47.40 RCW, WSDOT does hereby authorize the Contractor to participate in the Adopt-a-Highway Program to accomplish the work described below, within the assigned sections 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, B, C, D and E, which are attached and incorporated herein by this reference.

It is mutually agreed as follows:

A. The Contractor agrees:

1. To pay a fee to WSDOT to cover the cost of sign fabrication, installation and maintenance, and the cost of administering this Agreement. The exact cost

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of the sign will be based upon the size of the sign needed and highway location at which the sign will be located. Sign sizes and costs are shown in Exhibit A, "Sign Layouts."

2. To notify WSDOT in accordance with Section D.1 should Contractor wish to terminate this Agreement.
3. To comply with all terms of this Agreement.
4. To require its crews to comply with all WSDOT safety requirements, WSDOT reporting requirements, and all other terms and provisions of this Agreement.
5. To keep in full force and effect during the term of this Agreement and at its sole cost and expense insurance with companies licensed to conduct business in the State of Washington and who are approved by the State Insurance Commissioner pursuant to chapter 48.05 RCW. Evidence of such coverage shall be maintained in all Contractor vehicles. Insurance limits to be maintained are:
 - A. Commercial General Liability Insurance written under Insurance Services Office Form CG0001 or its equivalent with minimum limits of Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars (\$4,000,000) in the aggregate for each policy year with the State of Washington named as an additional insured in connection with the 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 combined single limit of not less than Two Million Dollars (\$2,000,000) each occurrence with the State of Washington named as an additional insured in connection with the Contractor's performance of the work specified in this Agreement.

Prior to the execution of this Agreement, the Contractor shall file with WSDOT 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) calendar days prior written notice to WSDOT of any reduction or cancellation of coverage.

6. To conduct activities in a safe manner and to comply with any conditions as may be required by WSDOT for safety of the workers and the traveling public. Contractor specifically acknowledges that safety is the number one priority of this Agreement.
7. To have an appropriately sized first aid kit, based on the number of on-site workers, available at the highway roadside site and at least one person with a valid First Aid Card shall be present during work activities.

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8. 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 WSDOT in order to accomplish the work specified in this Agreement.
9. To comply with legal requirements necessary to conduct business in the State of Washington, including the obligation to pay all employer premiums or assessments required to secure medical aid benefits under chapter 51.36 RCW for all agents and employees participating under this Agreement.
10. 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.
11. To pick up litter no less than six (6) times per year at each sponsors' assigned location, unless a different schedule is preapproved by WSDOT.
12. To remove all litter and/or debris from the highway roadside and legally dispose of it off site; except that, workers who find anything that they suspect to be hazardous are not to touch it, but to take appropriate precautions and immediately report the location and description of the material/substance to WSDOT.
13. To have no more than two (2) vehicles parked on the highway shoulder within the assigned area during a work activity.
14. To comply with all specifications in the WSDOT Adopt-a-Highway "Traffic Control Plan," Exhibit B, when conducting work. An additional traffic control plan may be required.
15. To verify that each Contractor employee has received and reviewed safety training materials provided by WSDOT before participating in any highway roadside work activities. A written verification shall be submitted to WSDOT at anytime a new employee is hired and goes through training and what training s/he received.
16. 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.
17. To limit work during week days to those hours determined appropriate by the local WSDOT authority based on the individual highway and mile post locations assigned.
18. To immediately notify WSDOT upon any change in Contractor's arrangements with its sponsors, businesses or organizations.
19. To submit all sponsors, businesses and organizations sponsorship applications to the WSDOT for written approval prior to accepting any sponsor, business, or organization into the Adopt-a-Highway Program and to immediately notify WSDOT of any sponsor, business, or organization that cancels its Adopt-a-Highway Program participation. A sample of the "Application For Sponsor" is attached as Exhibit C. Exhibit D, "Procedure For Application For Sponsor And Receipt Of Payment," which explains the application and receipt of sign payments is also attached.

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20. To electronically submit a monthly cleaning schedule to the appropriate WSDOT coordinator and to WSDOT's State Program Manager by the 25th of each month for the work to be performed during the following month. The schedule should include the date, highway location, and approximate hours Contractor will be on site.
21. To submit a monthly electronic report on a WSDOT provided form to the appropriate WSDOT coordinator and to WSDOT's State Program Manager, identifying the number of litter bags filled, picked up, and disposed of on behalf of each of sponsor, business and organization participating in the Adopt-a-Highway Program. A sample of this "Monthly Litter Pickup Report" is attached as Exhibit E. The report shall be filed by the 7th of each month following the month for which work was performed.

B. WSDOT agrees to:

1. Furnish and install Adopt-a-Highway sign(s) with each sponsor's, business' and/or organization's name or acronym, as provided by sponsor, at the assigned litter pick-up area. Contractor requests for a sponsor, business or organization logo or custom name plate must be pre-approved by WSDOT. If approved, WSDOT will install the logo or custom name plate within a reasonable time after receipt.
2. Provide safety materials and training aids to the Contractor for use in training.
3. Designate a WSDOT coordinator who will respond to all Agreement-related issues.
4. Randomly inspect the work sites and verify that the work is being performed as agreed. WSDOT will contact the Contractor in writing within ten (10) calendar days of any random inspection if corrective action is necessary and arrange for the corrective action to be performed. If corrective action has not been completed to WSDOT's satisfaction within thirty (30) calendar days of WSDOT's written notice to Contractor, WSDOT may terminate this Agreement pursuant to Section C.1.

C. Other Terms and Conditions:

1. TERMINATION AND CORRECTIVE ACTION

The Contractor may terminate this Agreement by providing WSDOT with a ninety (90) calendar day written notice of its intent to terminate. WSDOT is authorized to terminate this Agreement upon thirty (30) calendar days' written notice (a) if it deems it necessary for any reason or public purpose, (b) if the Contractor fails to comply with any condition of this Agreement, or (c) if the Contractor fails to take adequate corrective action as explained in Section B.4., above.

WSDOT is authorized to temporarily and immediately suspend this Agreement for any reason, including but not limited to highway operation, maintenance and construction, highway conditions, and the safety of the traveling public, without incurring liability. WSDOT shall provide oral notice as soon as practicable with a written suspension notice provided within five (5) working days of the suspension of the Agreement. WSDOT will notify the Contractor in writing when work may be resumed.

Any termination or suspension of this Agreement shall be without cost or liability to WSDOT.

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 the date of execution and shall terminate on December 31, of that year. The Agreement shall automatically renew for another calendar year unless terminated in writing by September 30 of any calendar year or unless terminated sooner pursuant to section D.1., above.

4. INDEMNIFICATION AND WAIVER

Indemnification: The Contractor agrees to and shall protect, defend, indemnify and hold harmless WSDOT 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 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 WSDOT, its officers, employees and/or authorized agents, arising out of or by reason of the Contractor and/or its agent's and/or employees' use or occupancy of the state highway right of way as authorized by this Agreement, the Contractor shall, upon notice of such claim, suit or action, defend the same at its sole expense and satisfy any judgment and/or award of damages against WSDOT, 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 Contractor and/or its agents and/or employees and (b) WSDOT 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 Contractor's and/or its agents' and/or employees' intentional or negligent acts or omissions.

Waiver: The Contractor, on behalf of itself and its agents and/or employees, agrees to and hereby does waive any and all claims for (a) personal injury to itself and/or its agents and/or employees, and (b) damages or losses to property, including expenses or lost revenues incurred by itself and/or its agents and/or employees in connection with the Contractor's and/or its agents' and/or employees, use or occupancy of the state highway right of way as authorized by this Agreement as against the state of Washington, WSDOT, its officials, employees and/or authorized agents. The Contractor further agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any Contractor's employees or agents while performing litter pick upon state highway right of way. For this purpose, the Contractor, by mutual negotiation, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

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

5. AMENDMENT

The terms and conditions of this Agreement may be changed or modified only by executing a written amendment to the Agreement signed by both Parties. No verbal agreements or authorizations may serve to alter the terms of this Agreement or serve to bind the Parties under this Agreement.

6. VENUE

In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceeding shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees, witness fees, and costs.

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

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Contractor:

Representative	Title
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Print Name	Date
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WSDOT:

Representative	Title
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Print Name	Date
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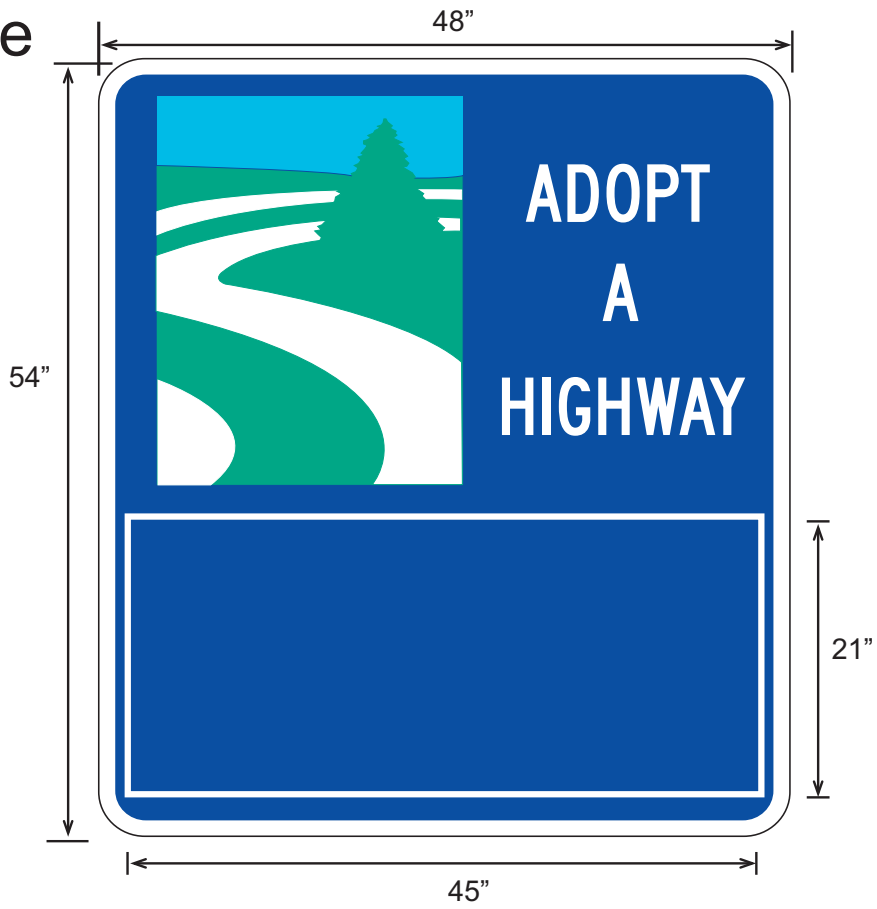
Approved as to Form for WSDOT by:

Ann E. Salay
Assistant Attorney General

Date: _____

I6-906 Signs

Mainline



Ramp



Fees for AAH Signs

The fees for sponsored agreements are based on the size and number of signs required for each location. The contractors will arrange for and provide the logo panels for Washington State Department of Transportation crews to attach to the Adopt-a-Highway signs. Graphics for the logo panels must be submitted to the Adopt-a-Highway State Program Manager for approval prior to production of the panels.

Fees are as follows:

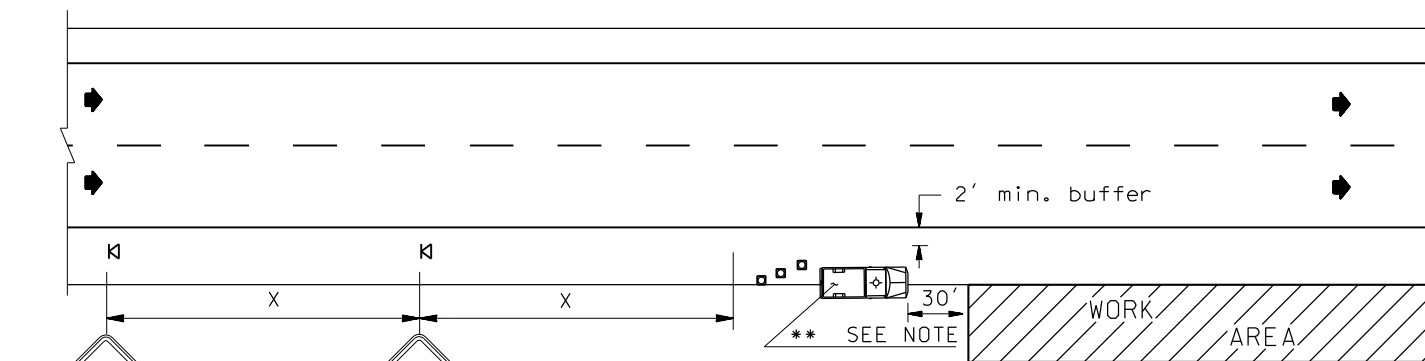
- Shoulder adoptions (limited access highways) - \$375 per sign.
- Median or Interchange adoptions - \$450 per sign, signs include a top panel saying INTERCHANGE or MEDIAN NEXT 2 MILES, there are generally two sign placements (one in each direction) for these locations so total fee would be \$900.
- Ramp adoptions - \$325 per sign.
- If there are existing signs from a previous adoption, the fee is only for the cost of replacing (or adding) the panels - \$200 per sign installation.

Fees are required prior to WSDOT installation of signs. The check for the fee should be delivered with the logo signs. The checks are to be deposited with the following coding: Fund 108, Agency 405, Revenue Source 0299 35.

Exhibit B1 - AAH multilane shoulder closure plan

GENERAL NOTES

1. WORK BEHIND BARRIERS, MORE THAN 2FT BEYOND A CURB OR BEYOND 15 FT FROM THE SHOULDER DO NOT REQUIRE WARNING SIGNS AND CONES IF THE WORK VEHICLE WARNING BEACON IS VISIBLE.
2. NO WORK ON HIGH SPEED MEDIAN AREAS IS ALLOWED UNLESS BOTH MEDIAN SHOULDERS ARE CLOSED AND SUFFICIENT SHOULDER WIDTH (8FT) IS AVAILABLE TO PARK THE WORK VEHICLE. (SEE MEDIAN SHOULDER CLOSURE PLAN)
3. LITTER CREW PERSONNEL ARE TO REMAIN OFF THE PAVED SHOULDERS EXCEPT TO LOAD/UNLOAD VEHICLES.
4. RECOMMEND A SPOTTER WHEN POSSIBLE.
5. REFER TO ADOPT A HIGHWAY GUIDANCE FOR ADDITIONAL INFORMATION.
6. TWO MILE LIMIT ON WORK AREA.



W20-1
48" x 48"
B/O



* W21-14
48" x 48"
B/O

* OR OTHER APPLICABLE LITTER CREW SIGN

** VEHICLE IS REQUIRED WHEN WORK OPERATION IS WITHIN 15 FT FROM SHOULDER
VEHICLE IS ALLOWED TO SHADOW CREW AS LONG AS THE SHOULDER WIDTH IS ADEQUATE
TO MAINTAIN THE MINIMUM 2FT BUFFER SPACE TO TRAFFIC.
(VEHICLE IS OPTIONAL FOR WORK OPERATIONS LESS THAN ONE HOUR)

LEGEND

⊠ SIGN LOCATION

□ □ □ CHANNELIZING DEVICES - 28" MIN HEIGHT (OPTIONAL)

(ONLY REQUIRED WHEN VEHICLE IS STATIONARY FOR 5 MINUTES OR LONGER, 40' MAX. SPACING WHEN USED)



CREW VEHICLE W/ LIGHT

SIGN SPACING = X (feet)		
Freeways & Expressways	55/70 MPH	1500'+-
Rural Highways	60/65 MPH	800'+-
Rural Roads	45/55 MPH	500'+-
ALL SIGNS ARE 48" x 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.		

All spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.

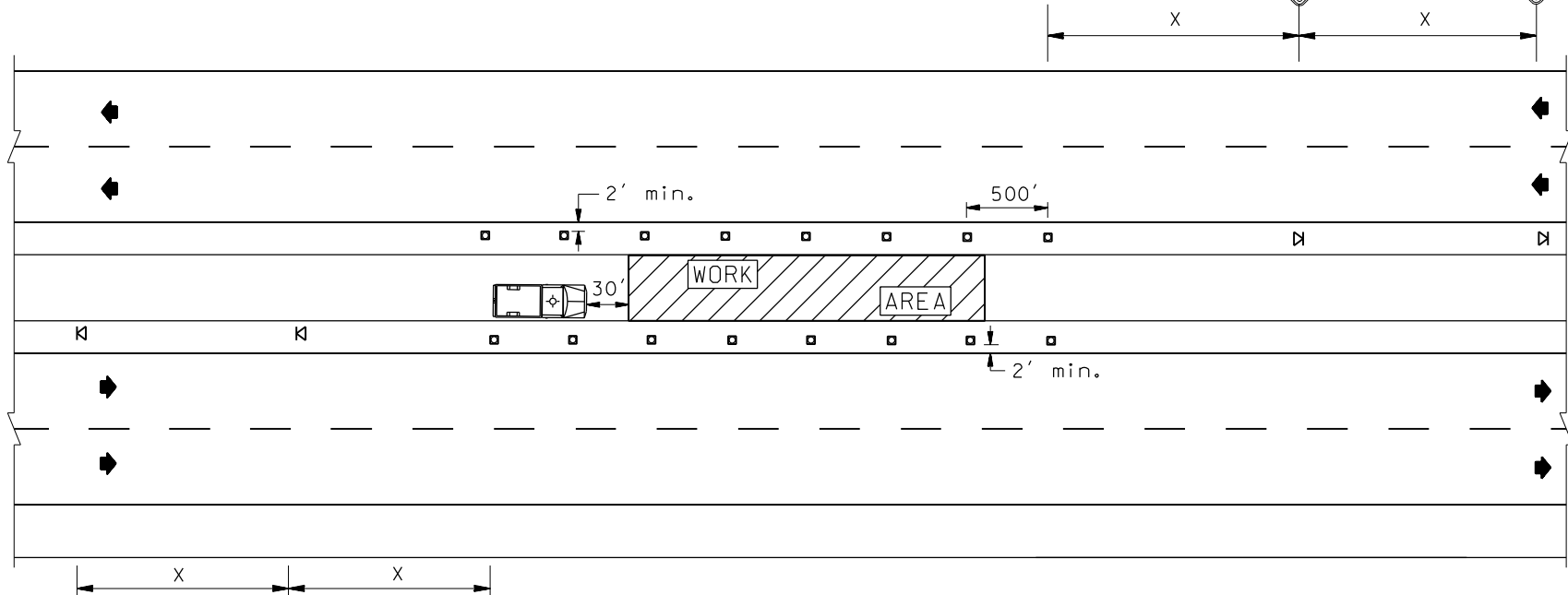
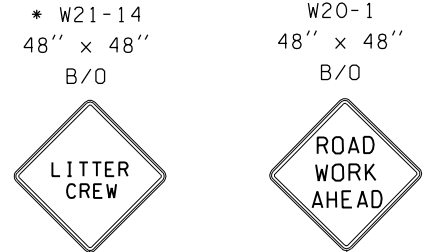
LITTER CREW TRAFFIC CONTROL PLAN SHOULDER CLOSURE - HIGH SPEED ROADWAY

(REVISED FEBRUARY 2008)

Exhibit B2 - AAH Median Plan

SIGN SPACING = X (feet)		
Freeways & Expressways	55/70 MPH	1500'+-
Rural Highways	60/65 MPH	800'+-
Rural Roads	45/55 MPH	500'+-

ALL SIGNS ARE 48" x 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
 All spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.






* OR OTHER APPLICABLE LITTER CREW SIGN

GENERAL NOTES

1. WORK VEHICLE SHOULD BE PARKED OFF THE PAVED SHOULDER. WHEELS MAY REMAIN ON OUTER EDGE OF PAVEMENT AS LONG AS 2FT LATERAL BUFFER SPACE IS MAINTAINED.
2. NO WORK ON HIGH SPEED MEDIAN AREAS IS ALLOWED UNLESS BOTH MEDIAN SHOULDERS ARE CLOSED AND SUFFICIENT SHOULDER WIDTH (8FT) IS AVAILABLE TO PARK THE WORK VEHICLE.
3. SHOULDER CLOSURES SHALL NOT EXTEND THROUGH FREEWAY INTERCHANGES. WORK AT INTERCHANGES SHALL BE TREATED AS A SEPARATE WORK ZONE AND CONDUCTED FROM WITHIN THE INTERCHANGE AREA.
4. LITTER CREW PERSONNEL ARE TO REMAIN OFF THE PAVED SHOULDERS EXCEPT TO LOAD/UNLOAD VEHICLES.
5. MAXIMUM 2 MILE WORK AREA.

LEGEND

-  SIGN LOCATION
-  CHANNELIZING DEVICES - 28" MIN HEIGHT
-  CREW VEHICLE W/ LIGHT

LITTER CREW TRAFFIC CONTROL PLAN MEDIAN SHOULDER CLOSURE

(REVISED FEBRUARY 2008)

Application for Sponsor

Contractor: _____

Sponsor: _____

Sponsor Contact: _____

Sponsor Address: _____

City/State/Zip Code: _____

County: _____

Sponsor Phone Number: _____

Sponsor e-mail Address: _____

Name/Text on Logo Panel: _____

Highway: _____

Right of Way/Ramp/Interchange or Median: _____

Mileposts: _____

Direction: _____

Cost for Fabrication and Installation of Background Sign(s) and Logo Panel: _____

AAH Coordinator: _____

Region/Area: _____

Contractor (signature)

Date

Department of Transportation

AAH Coordinator (signature)

Date

DOT Information

Date Logo Sent for Approval: _____

Logo Approved/Denied: _____

Agreement Number: _____

Date Check and Logo Panel Received: _____ Amount: _____

Date Logo Panel Installed: _____

Date Notified Contractor of Logo Panel Installation: _____

Procedure for Application, Billing and Process of Payment for Sponsored Adopt-a-Highway Sites

1. Contractor requests availability of section of highway from appropriate Washington State Department of Transportation (WSDOT) Adopt-a-Highway (AAH) Coordinator. Coordinator works with contractor to determine what sites are available.
2. Contractor fills out portion of Application for Sponsors with their information and the sponsor information. **One site per application.**
3. WSDOT AAH Coordinator enters remaining information on form, including cost of background sign(s) and installation of logo panel.
4. Coordinator enters information in database to secure location.
5. State Program Manager and WSDOT AAH Coordinator receives proposed artwork for logo panel from contractor. All logos must be approved for new sites even if it has been previously approved.
6. State Program Manager obtains approval or denial of logo panel from the WSDOT Traffic Office. Notifies contractor and DOT Coordinator if it is approved or denied.
7. Contractor and WSDOT Coordinator are to have application forms signed by both parties for their records.
8. When approved, contractor sends logo panel along with payment to the appropriate WSDOT AAH Coordinator.
9. WSDOT AAH Coordinator processes payment through Accounting. Fund 108, Agency 405, Revenue Source 0299 35.
10. Logo panel will be installed by WSDOT after logo panel and payment have been received.
11. Coordinator will inform contractor when logo panel has been installed.
12. Contractor electronically submits monthly cleaning schedule to appropriate WSDOT Coordinators and WSDOT State Program Manager on WSDOT form by the 25th of each month for work to be performed during the following month. If not cleaning a site in that month enter N/A. If in construction site enter C. If no longer in the program, enter Q.
13. Contractors electronically submits a monthly report to appropriate WSDOT Coordinators and WSDOT State Program Manager on WSDOT form by the 7th of each month showing work completed in the previous month.
14. Contractor to notify appropriate WSDOT Coordinator and WSDOT State Program Manager when a sponsor is no longer part of the program.

Exhibit E - AAH Monthly Report Example

AAH Contractor - 2011

Name	Hwy	Agreement	Milepost	Start Date	Date Sign Installed	Number of times to pick up per agreement	Number of times picked up per reports	Number of Bags Picked Up Each Month - 2011												Total	
								Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
xxx	5	7-2-078	475 - 480 L/R	Aug-98		6		8	0	6	0										14
xxx	5	7-2-079	475 - 480 L/R	Aug-98		6		13	0	6	0										19
xxx	5	7-2-080	475 - 480 L/R	Aug-98		6		5	0	6	0										11
xxx	5	7-2-081	475 - 480 L/R	Aug-98		6		10	0	6	0										16
xxx	5	7-2-082	475 - 480 L/R	Aug-98		6		9	0	6	0										15
xxx	5	7-2-093	475 - 480 L/R	Aug-98		6		8	0	6	0										14
xxx	5	7-2-094	475 - 480 L/R	Aug-98		6		15	0	6	0										21
xxx	5	7-2-101	475 - 480 L/R	Aug-98		6		11	0	6	0										17
xxx	5	7-2-107	475 - 480 L/R	Aug-98		6		10	0	6	0										16
xxx	5	7-2-120	475 - 480 L/R	Aug-98		6		9	0	6	0										15
xxx	5	7-2-200	475 - 480 L/R	Aug-98		6		12	0	6	0										18
xxx	5	7-2-203	475 - 480 L/R	Aug-98		6		12	0	6	0										18
xxx	5	7-2-211	475 - 480 L/R	Aug-98		6		13	0	6	0										19
xxx	5	7-2-214	475 - 480 L/R	Aug-98		6		12	0	6	0										18
xxx	5	7-2-250	475 - 480 L/R	Aug-98		6		9	0	6	0										15
xxx	5	7-2-252	475 - 480 L/R	Aug-98		6		9	0	6	0										15
xxx	5	7-2-236	475 - 480 L/R	Aug-98		6		19	0	6	0										25
xxx	5	7-2-240	475 - 480 L/R	Aug-98		6		12	0	6	0										18
xxx	5	7-2-500	475 - 480 L/R	Aug-98		6		7	0	6	0										13
xxx	5	7-2-525	475 - 480 L/R	Aug-98		6		7	0	6	0										13
xxx	5	7-2-528	475 - 480 L/R	Aug-98		6		6	0	6	0										12
xxx	5	7-2-611	475 - 480 L/R	Aug-98		6		9	0	6	0										15
xxx	5	7-2-628	475 - 480 L/R	Aug-98		6		4	0	6	0										10
Total								229	0	138	0										367