**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

**AND**

**(INSERT NAME OF ENTITY)**

This Memorandum of Agreement (the “Agreement”) is made between the Arkansas Department of Transportation (“Department”), and of name of County County (“County”) within the State of Arkansas.

The purpose of this Agreement is to establish guidelines for the transfer of Bridge Material (rolled beams, precast units, and miscellaneous attachments) from the Department to the County for use on locally constructed bridges.

**Responsibility of the Department**

A. The Department will provide to the County information concerning the Bridge Material that may be available for County use.

B. The Department will, through the contract with its prime contractor on the Project, have the Bridge Material removed from the Project and have it transported by the prime contractor or any of its agents or subcontractors to (address of place of delivery).

**Responsibility of the County**

1. The County will include with this Agreement a list of the salvageable Bridge Material requested along with a brief concept of how the Bridge Material is to be used (ie: number of spans, beam spacing, length, etc.).
2. The County will provide the labor and equipment needed to unload Bridge Material from the transporting vehicles at the time of delivery at the address noted above.
3. The County commits to using, within two (2) years of taking possession of the Bridge Material, a substantial portion of the Bridge Material for the construction of a future 100% locally-funded bridge(s) with a minimum of twenty (20) feet in length.
4. The County shall obtain, as needed, engineering services to assure that the Bridge Material is used in a way to obtain a structure that is structurally sound, requiring no posting, and has an opening that is hydraulically adequate.
5. The County will designate which bridge(s) the Bridge Material will be used to replace or location(s) where a new bridge(s) will be built.
6. The County in its use of the Bridge Material shall comply with all applicable Local, State, and Federal laws.
7. The County will dispose of or properly salvage any unused Bridge Material.

**Terms and termination**

This Agreement shall begin on the date of the last signature “Effective Date” and shall remain in effect unless terminated or modified in accordance with this Agreement or mutually agreed to by the parties.

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; however, after the Bridge Material has been delivered to the area designated by the County, the County shall no longer have any right to terminate this Agreement.

**Miscellaneous provisions**

This Agreement constitutes the entire agreement between the Parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented or amended, in any manner, except by written agreement signed by both Parties.

The County shall indemnify and hold harmless the Department for any and all claims, damages, lawsuits, costs, judgments, expenses, or any other liabilities which arise as a result of the services performed by the County or its employees or agents which is in any way connected with, or based upon services rendered in performance of the Agreement or in a project using the Bridge Material that is subject to this Agreement.

The County acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Bridge Material and that no such statements or representations have been made. The County acknowledges that it has relied solely on the investigations, examinations, and inspections as the County has chosen to make and that the Department has afforded the County the opportunity for full and complete investigations, examinations, and inspections. County agrees that the acquired Bridge Material is being acquired on an “as is” basis and the Department expressly disclaims any and all other representations and warranties of any kind, either express or implied.

COUNTY: Name of County STATE OF ARKANSAS

Department of Transportation

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Name Name

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_