Washington State Department of Transportation

Stormwater Connection Utility Permit - Legacy Connections - Provisions

This Permit is issued pursuant to the terms of RCW 47.32, RCW 47.44, RCW 47.01.260, and WAC 468-34, and amendments thereto. The holder of this stormwater connection utility permit is hereby referred to as Permit Holder.

Provisions for Stormwater Utility Connections (facilities) Occupying WSDOT-owned right of way:

1. Should WSDOT need to investigate the permitted connection, the Permit Holder agrees to pay the reasonable costs of WSDOT for investigating, handling, and managing the Permit, including but not limited to, basic overhead charges and for conducting an inspection of the Permit Holder's facilities. Further, the Permit Holder agrees that it shall be responsible for and pay WSDOT's expended direct and indirect costs associated with applicable provisions of the Permit.
   a) WSDOT will invoice the Permit Holder and the Permit Holder agrees to pay WSDOT within thirty (30) calendar days of the invoice date.
   b) The Permit Holder agrees that it shall be responsible to maintain any bond or surety documentation with WSDOT according to WAC 468-34-020.

2. If the connection's discharge under this Permit harms or interferes in any way with the state-owned highway right of way, the Permit Holder shall, at its own expense, make all corrections and/or provisions WSDOT requires to fix and restore the state-owned right of way drainage to its original condition and function. The Permit Holder shall comply with WSDOT's Highway Runoff Manual (M 31-16), Hydraulics Manual (M23-03), and WSDOT's Temporary Erosion and Sediment Control Manual (M3109) and any revisions thereto, for erosion control and/or to mitigate any erosion occurring as a result of the work. Should the Permit Holder not make the required drainage restoration, WSDOT reserves the right to make such changes as necessary to restore the original drainage function at the sole cost of the Permit Holder, and the Permit Holder agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Provision 1.

3. The Permit Holder shall abide by Department of Ecology requirements and issued NPDES permits, local rules, regulations, ordinances, and resolutions. The Permit Holder discharging collected surface runoff into a highway drainage system shall be responsible for compliance with all existing and future rules, regulations, ordinances, and issued NPDES permits, and resolutions of the applicable local agency and the Department of Ecology with regard to drainage, land use associated with drainage, and water quality and quantity. All local agency permits associated with drainage in any manner shall be made part of the permit application, unless local agency approval is contingent upon a WSDOT-issued permit.

4. The Permit Holder agrees to assume all liability and responsibility associated with the design, maintenance, operation, and discharge of the Permit Holder's stormwater management and drainage system(s). WSDOT assumes no responsibility or liability in any manner for any effect WSDOT's highway drainage system may have on the Permit Holder's system or property as a result of the connection.

5. If WSDOT, at its sole discretion, shall determine that any or all of the Permit Holder's facilities must be modified, removed from, or relocated within the state-owned highway right of way as necessary, incidental, or convenient for the construction, alteration, improvement, repair, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Permit Holder, its successors and assigns, shall, at its sole cost and expense, upon written notice by WSDOT, modify, relocate, or remove any or all of its facilities within or from the state-owned highway right of way as required by WSDOT. The Permit Holder shall perform in a timely manner all facility modifications, relocations, and/or removals as WSDOT directs, to avoid highway project impacts or delays and in such manner as will cause the least disruption of traffic or interference with WSDOT's continued operation and/or maintenance of the highway. The Permit Holder agrees it shall be solely responsible for any claims, damages, or any other associated project costs that are a result of the Permit Holder's failure to modify, remove and/or relocate its facilities in timely manner as directed by WSDOT.

6. Should the Permit Holder fail or refuse to comply with WSDOT's direction, pursuant to Provision 5, to modify, remove, or relocate any facility, WSDOT may undertake and perform any modification, removal, or relocation of the facility that WSDOT, in its sole discretion, deems necessary. The Permit Holder agrees to pay WSDOT's expended costs and expenses for performing the work, in accordance with Provision 1.

7. If WSDOT determines in good faith that emergency maintenance work on the Permit Holder's facility is needed to (a) protect any aspect of the state highway right of way or (b) secure the safety of the traveling public due to a failure of the Permit Holder's facility, WSDOT may perform the necessary work without the Permit Holder's prior approval, and the Permit Holder agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Provision 1. WSDOT will notify the Permit Holder of the emergency work performed as soon as practicable.

8. WSDOT may amend, revoke, or cancel this Permit at any time by giving written notice to the Permit Holder. If the Permit is amended, the Permit Holder will have thirty (30) calendar days to modify the facility as the Permit amendment(s) requires. If the facility modifications cannot be made within thirty (30) calendar days, the Permit Holder shall respond to WSDOT, in writing, as to when the facility modifications can be made. If the Permit is revoked or canceled, the Permit Holder shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way thirty (30) calendar days after written notice of Permit revocation or cancellation may be removed by WSDOT at the expense of the Permit Holder. The Permit Holder agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Provision 1.

9. The Permit Holder agrees to maintain, at its sole expense, its facilities authorized by this Permit in a condition satisfactory to WSDOT.

10. This Permit does not authorize the Permit Holder, or its employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way. Should the Permit Holder anticipate that its Work will alter the appearance of the state-owned highway right of way vegetation, the Permit Holder shall notify the WSDOT representative listed in Provision 11 to obtain WSDOT's prior written approval of the Permit Holder's proposed work. If WSDOT permits the Permit Holder to modify the state-owned highway right of way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that the state-owned highway right of way vegetation appearance will not be damaged. Should the Permit Holder damage the appearance of the state-owned highway right of way vegetation without WSDOT's prior written approval, the Permit Holder is subject to penalties provided for in RCWs 47.40.070, 47.40.080, and 4.24.630, as applicable.

Provisions for the MAINTENANCE of Stormwater Connections (facilities):
(The following provisions are applicable should the Permit Holder need to perform maintenance on the permitted stormwater connection.)

11. No Work (for the intent of this Permit, operation, or maintenance) shall be performed until the Permit Holder is authorized by the following WSDOT Representative(s):

Name/Office: _____	Name/Office: _____
Title: _____	Title: _____
Street: _____	Street: _____
City: _____	City: _____
State: _____ Zip: _____	State: _____ Zip: _____
Phone: _____ Cell: _____	Phone: _____ Cell: _____
Email/Fax:_____	Email/Fax:_____

12. A copy of this Permit must be on the job site, protected from the elements, at all times during any work authorized by this Permit.

13. This Permit may not be amended or modified without WSDOT's prior review and written approval.

14. The Permit Holder shall notify WSDOT representative in Provision 11 of the name, address, and telephone number of its contractor when the Work is going to be performed with other than its own forces. When the Permit Holder uses a contractor, an authorized representative of the Permit Holder shall be present or available at all times unless otherwise agreed to by the WSDOT representative. A list of authorized representatives shall be submitted prior to any Work. (Authorized representatives are defined as persons having signatory authority for the Permit Holder and or the authority to control the Work as needed for any issues identified by WSDOT.)

15. The Permit Holder agrees to schedule and perform its Work in such a manner as not to delay WSDOT's Maintenance activities or WSDOT's contractor's work when WSDOT has a contractor performing work in the vicinity.

16. All contact between WSDOT and the Permit Holder's contractor shall be through the Permit Holder. Where the Permit Holder chooses to perform the Work with its own forces, it may elect to appoint one of its own employees engaged in the Work as its representative. The Permit Holder, at its own expense, shall adequately police and supervise all Work performed by itself, its contractor, subcontractor, agent, and/or others, so as not to endanger or injure any person or property.

17. The Permit Holder shall not disturb, remove, or destroy any existing Survey Monument before obtaining a Permit from the Washington State Department of Natural Resources (RCW 58.24.040). During the Work, upon discovery, unauthorized damage, or unauthorized alteration of a monument or right of way marker, the Permit Holder shall cease Work in that area and immediately notify the WSDOT Representative listed in Provision 11, or the Region Right-of-Way and Survey Manager listed below. Work in that area shall not resume until authorized by the WSDOT Representative.

    Name: _____

    Phone: _____

    Email:_____

    The Permit Holder agrees to pay all WSDOT costs to perform monument or right of way marker work, as provided in this provision, in accordance with Provision 1.

18. The Permit Holder shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the State of Washington modifications thereto (chapter 468-95 WAC) while it performs the Work. If WSDOT requires, the Permit Holder shall submit a signing and traffic control plan to WSDOT's representative for approval prior to maintenance Work. No lane closures shall be allowed except as approved by WSDOT's representative. Approvals may cause revision of Provisions of this Permit, including hours of operation.

19. The Permit Holder shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the state-owned highway right of way or the public's travel thereon without first receiving WSDOT's written authorization. In the event any milepost, fence, or guardrail is located within the limits of the Work and will be disturbed during Work, the Permit Holder agrees to carefully remove these highway facilities prior to Work and reset or replace these highway facilities after the Work, to WSDOT's sole satisfaction and at the sole cost of the Permit Holder. The Permit Holder agrees that all highway signs and traffic control devices shall not be removed or disturbed during the Work.

20. The Permit Holder agrees that all Work shall be done to the satisfaction of WSDOT. All material and workmanship shall conform to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to WSDOT inspection. All WSDOT acceptance and inspections are solely for the benefit of WSDOT and not for the benefit of the Permit Holder, the Permit Holder's contractor (if any), or any third party. The Permit Holder agrees that it shall pay all WSDOT inspection costs in accordance with Provision 1.

21. The Permit Holder agrees that it is financially responsible to WSDOT for all necessary expenses incurred in restoring the highway pavement or related transportation equipment or facilities to a permanent condition suitable for travel as solely determined by WSDOT.

22. Upon completion of all Work, the Permit Holder shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to WSDOT's satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within one (1) week of Work completion, unless otherwise agreed to by WSDOT, will be done by WSDOT at the expense of the Permit Holder. The Permit Holder agrees to pay WSDOT's expended costs and expenses for performing the work in accordance with Provision 1.

23. The Permit Holder shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Permit Holder shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Permit Holder, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages (to regulatory agencies, persons, and/or property), arising out of, or in any way resulting from, the Permit Holder's failure to (1) obtain any required permit for the Work or (2) comply with permit conditions. Further, the Permit Holder shall be responsible for compliance with all federal, state, and local laws, regulations. Permit Holder also agrees to pay any costs incurred by WSDOT, including attorney's fees, pursuant to the provisions of this section in accordance with Provision 1.

24. For any of the Permit Holder's Work that requires permit coverage under the "CONSTRUCTION STORMWATER GENERAL PERMIT – National Pollutant Discharge Elimination System and State Waste Discharge General Permit for Stormwater Discharges Associated with Construction Activity" (Construction Stormwater General Permit), the Permit Holder shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon WSDOT's request, the Permit Holder shall provide a copy of the Construction Stormwater General Permit. In addition, the Permit Holder, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Permit Holder's failure to (1) obtain coverage under the Construction Stormwater General Permit for Work or (2) comply with the Construction Stormwater General Permit requirements. Permit Holder also agrees to pay any costs incurred by WSDOT, including attorney's fees, pursuant to the provisions of this section in accordance with Provision 1.

25. During non-working hours, equipment and materials shall not be located or stored within the work zone clear zone (WZCZ) area. Minimum WZCZ distances will be measured from the edge of the traveled way (the portion of the roadway intended for the movement of vehicles, exclusive of shoulders and lanes for parking, turning, and storage for turning) and will be determined as follows:

Minimum Work Zone Clear Zone Distance

Posted Speed	Distance From Traveled Way (ft)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
60 mph or greater	35

26. For any work that may impact the traveling public as determined by WSDOT, the Permit Holder shall submit Traffic Control Plans for approval and email the complete attached "Notification of Maintenance" to the identified WSDOT Representative(s) at least fourteen (14) working days (Monday through Friday excluding any holidays) in advance of commencing Work on state-owned highway right of way.

27. Upon receipt of the Notification of Maintenance, WSDOT will advise the Permit Holder if there are any restricted Work time frames within WSDOT-owned highway right of way. No Work shall be allowed on Saturday, Sunday, or holidays, without prior approval by WSDOT. In addition, the Permit Holder shall be off the highway by noon the day prior to a holiday unless authorized by WSDOT. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Permit Holder shall be off the highway by noon Thursday. When the Holiday falls on a Monday the Permit Holder shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of WSDOT to further restrict work within state-owned highway right of way at WSDOT's discretion. The hours of closure are subject to change if, required by WSDOT.

28. The Permit Holder agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the connection, it is expressly understood that, upon request from WSDOT's representative, the Permit Holder will promptly identify and locate by suitable field markings any and all of its underground facilities so that WSDOT or its contractor can be fully apprised of their precise locations.

29. The Permit Holder is responsible to determine the method of repair to their drainage system and shall restore WSDOT's right of way to current WSDOT maintenance standards, at the sole cost and expense to the Permit Holder. WSDOT reserves the right to review damages occurring to the state-owned right of way, as a result of failure of the Permit Holder's drainage system, and oversee the restoration.

30. WSDOT shall not be responsible for damages to the Permit Holder's drainage system caused by Permit Holder employees or the Permit Holder's contractors working within state-owned right of way. Should the Permit Holder or its contractors damage WSDOT's drainage system, it agrees to notify WSDOT as soon as practical. The Permit Holder and WSDOT will work together in good faith to agree upon the required repairs. The Permit Holder agrees to make such repairs at its sole cost and expense.

31. Maintenance access of this facility will be from SR _____, only.

General Provisions for Stormwater Utility Connections (facilities)

32. The Permit Holder shall not assign or transfer this Permit without WSDOT's prior written approval. The Permit Holder understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit, and the Permit Holder will advise the assignee or transferee of its obligation to apply for an updated or replacement Permit. If

WSDOT does not approve the assignment or transfer, this Permit shall automatically terminate, and the Permit Holder shall be subject to the terms of RCW 47.44.060.

33. The Permit Holder, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers and employees, from all claims, demands, damages both to persons and/or property, expenses, regulatory fines, and/or suits that (1) arise out of or are incident to any acts or omissions of the Permit Holder, its agents, contractors, and/or employees, in the use of the state-owned highway right of way as authorized by the terms and conditions of this Permit, or (2) are caused by the breach of any of the terms or conditions of this Permit by the Permit Holder, its successors and assigns, and its contractors, agents, and/or employees. The Permit Holder, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its officers and/or employees, if the claim, suit, or action for damages both to persons and/or property is caused by the sole acts or omissions of the State of Washington, its officers and/or employees; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and/or employees, and (b) the Permit Holder, its successors or assigns, agents, contractors, and/or employees, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Permit Holder, its successors or assigns, agents, contractors, and/or employees.

34. The Permit Holder agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing Work under this Permit while located on state-owned highway right of way. For this purpose, the Permit Holder, by MUTUTAL NEGOTIATION, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.

35. The indemnification and waiver provided for in Provision 34 and 35 shall survive the termination of this Permit.

36. The Permit Holder shall have sufficient insurance coverage when performing any Work within state-owned highway right of way, as follows:
    a. Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than $3 million per occurrence and in the aggregate.
    b. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than $1 million per accident.
    c. Employers Liability covering the risks of Permit Holder's employees' bodily injury by accident or disease, with limits of not less than $1 million per accident for bodily injury by accident and $1 million per employee for bodily injury by disease.

    Such insurance policies or related certificates of insurance shall name the Washington State Department of Transportation as an additional insured on all general liability, automobile liability, employers' liability, and excess policies. A forty-five (45) calendar day written notice shall be given to WSDOT prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit. The Permit Holder shall provide proof of insurance upon request to the WSDOT Representative(s) identified in Provision 11.

37. If the Permit Holder is a city or county, it has provided verification of insurance coverage to WSDOT by providing proof of its coverage through a Risk Pool or verification that the city or county is self-insured, to comply with the insurance terms and conditions of this Permit.

38. The Insurance limits in Provisions 37 and 38 apply to occupancy.

39. Any action for damages against the State of Washington, its agents, contractors, and/or employees, arising out of damages to a utility or other facility located on state-owned highway right of way, shall be subject to the

provisions and limitations of RCW 47.44.150.

40. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature to other public or private utilities, nor shall it prevent WSDOT from using any of the state-owned highway right of way or other properties for transportation purposes, or affect WSDOT's right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered.