

Applicant (hereinafter referred to as Permit Holder)				Permit Number <b>GP</b>	
Address				State Route	
City	State	Zip Code	Begin Milepost (if applicable) Left    Right		End Milepost (if applicable) Left    Right
Phone Number		FED ID/SWV #		Region	
Email				County	
Project Name (if applicable)					
Public Land Survey System (PLSS)					
At or begins at                    _____ 1/4 of the _____ 1/4 of Section _____ Township _____ N, Range _____ E    W					
and if applicable ends at        _____ 1/4 of the _____ 1/4 of Section _____ Township _____ N, Range _____ E    W					
This General Permit shall apply to all Work being constructed by the permit on WSDOT right-of-way that is owned by or under WSDOT jurisdiction and includes all Work that will be WSDOT's responsibility to maintain when the Work is completed and accepted by WSDOT. (RCW 47.24.020 City Streets as part of State Highways.)					
Intended Use of WSDOT Highway Right-of-Way (hereinafter referred to as the "Work"):					
The Washington State Department of Transportation hereinafter will be referred to as "WSDOT." WSDOT will allow the Permit Holder to construct, upgrade, use, and/or maintain the Work described above provided the Permit Holder accepts all the terms, provisions, and exhibits attached hereto and by this reference made a part of this permit.					
Exhibit "A": General Permit Special Provisions			Exhibit "E":		
Exhibit "B": Right of Way Sheet and/or Vicinity Map			Exhibit "F":		
Exhibit "C":					
Exhibit "D":					
By signing below the Permit Holder accepts all the terms, provision, and exhibits attached to and made a part of this permit.					
<b>Permit Holder</b>			<b>WSDOT Approval</b>		
Print Name			Print Name		
Print Title			Print Title		
Signature			Signature		
Date			Date		
			Expiration Date		

# General Provisions

*No changes to these General Provisions may be made without further approval of the Office of the Attorney General*

## DOCUMENTS, NON-EXCLUSIVE, COMPLIANCE WITH LAW, WORK

1. A copy of this Permit must be on the job site, protected from the elements, at all times during any Permit Holder activity, construction or improvement Work as authorized by this Permit. "Work" under this Permit shall include the use of WSDOT-owned right-of-way as authorized herein.
2. The Permit Holder shall be responsible for compliance with all applicable federal, state, tribal and local laws, ordinances and regulations, that affect work being performed pursuant to this Permit. The Permit Holder shall defend and indemnify WSDOT and the State of Washington against any claims that may arise because the Permit Holder (or any of its employees or subcontractors) violated a legal requirement.
3. The Permit Holder agrees that all Work shall be performed and completed to the satisfaction of WSDOT. All material and workmanship shall conform, in the sole discretion of WSDOT, to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition and amendments thereto, unless WSDOT has agreed in writing to a different standard, and shall be subject to WSDOT inspection. All WSDOT inspections of Work within WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, are solely for the benefit of WSDOT and not for the benefit of the Permit Holder, Permit Holder's contractor (if any), or any third party.
4. Upon approval of this Permit, the Permit Holder agrees to and shall diligently proceed with the Work and comply with all of the terms, provisions, and exhibits attached herein. Unless specified otherwise by WSDOT, or agreed to in writing by WSDOT, the work authorized by this Permit shall begin, be completed, or shall expire by the dates as agreed to by this Permit and its provisions, as indicated on page 1.

## RIGHT OF ENTRY NON-EXCLUSIVE

5. Subject to the terms of this Permit, WSDOT hereby grants to the Permit Holder, its authorized agents, contractors, subcontractors, and employees, a right of entry upon WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, onto which access is necessary to construct, operate and/or maintain the completed Work.

If WSDOT has approved any limited access breaks, or inner corridor access breaks, for the Work, the Permit Holder shall strictly comply with the terms and conditions of such approval.

## WSDOT NOTIFICATION: SURVEY MONUMENTS, HIGHWAY SIGNS, FENCES, LANDSCAPING

6. Unless authorized by WSDOT or other affected property owner in writing, the Permit Holder shall assure that all public and private property, including but not limited to traffic signal equipment, signs, guide markers, lane markers, fences, mailboxes, guardrail, barriers, and utilities, are not impacted, damaged, destroyed, or removed. If any such property is damaged, destroyed, or removed without prior written authorization, the Permit Holder shall notify WSDOT's representative immediately of such impact, damage, destruction or removal. The Permit Holder shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to WSDOT's sole satisfaction.
7. The Permit Holder shall not disturb, remove, or destroy any existing Survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The Permit Holder agrees that resetting Survey Monuments shall be the sole responsibility, and at the sole expense, of the Permit Holder. Such resetting of any Survey Monument shall be performed by or under the direct supervision of a Licensed Professional Land Surveyor. The Permit Holder shall notify WSDOT in writing within ten (10) calendar days of any Survey Monument that has been disturbed, removed, destroyed, or reset, and shall restore the Survey Monument to its original place and condition at the Permit Holder's sole expense within ten (10) calendar days of its disturbance, damage or destruction.

If Permit holder does not perform the resetting work as required herein, WSDOT may perform such work and the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. If WSDOT chooses not to make the repairs, WSDOT may initiate an action to revoke this Permit.

A listing of Survey Monuments can be found at the WSDOT's Geographic Services Office Website:  
<http://www.wsdot.wa.gov/monument/searchBroad.aspx>

## **DISTURBANCE OF EXISTING RIGHT-OF-WAY VEGETATION**

8. Unless otherwise authorized by WSDOT's representative in writing prior to the start of any Work, this Permit does not authorize the Permit Holder, 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 or landscaping material located on WSDOT owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction. Should the Permit Holder anticipate that its' Work will alter the appearance of WSDOT-owned highway right-of-way vegetation or landscaping material, the Permit Holder shall notify the WSDOT representative listed in Special Provision 1 to obtain WSDOT's prior written approval of the Permit Holder's proposed Work. If WSDOT allows the Permit Holder to modify WSDOT-owned highway right-of-way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that WSDOT-owned highway right-of-way vegetation and landscaping material appearance or functionality will not be altered or damaged. Should the Permit Holder alter or damage the appearance of WSDOT-owned highway right-of-way vegetation and landscaping without WSDOT's prior written approval, the Permit Holder is subject to penalties provided for in RCW's 47.40.070, 47.40.080, and 4.24.630, as applicable.

## **REMOVAL OF TIMBER**

9. This Permit is issued pursuant to the applicable terms of RCW 47.12.140 (Severance and Sale of Timber and other personalty - Removal of nonmarketable materials). This Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut or remove any trees or timber located on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction without prior written approval from WSDOT.

## **MERCHANDISING**

10. It is unlawful for any person to build, erect, establish, operate, maintain, or conduct along and upon the right-of-way of any state highway any platform, box, stand, or any other temporary or permanent device or structure used or to be used for the purpose of receiving, vending, or delivering any milk, milk cans, vegetables, fruits, merchandise, produce, or any other thing or commodity of any nature unless a permit therefore has first been obtained from WSDOT. WSDOT shall in each instance determine where any platform, box, stand, or any other temporary or permanent device or structure shall be permitted pursuant to RCW 47.32.110.

## **EROSION CONTROL AND DRAINAGE**

11. All discharges to WSDOT right-of-way or upon WSDOT highway right-of-way under WSDOT jurisdiction, if allowed, shall conform to State and Local water quality regulations and shall meet WAC 173-201A (Water Quality Standards for Surface Waters of the State of Washington).
12. During construction of this work, the Permit Holder shall comply with all provisions of the WSDOT Highway Runoff Manual, or WSDOT approved equivalent plan, and implement Best Management Practices (BMP's) to mitigate erosion.

## **CULTURAL RESOURCES**

13. If any archaeological or historical resources are revealed in the Work vicinity, the Permit Holder shall immediately STOP Work, notify WSDOT's Representative and retain a United States Government Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to WSDOT regarding the continuance of the Work.

## **COMPLIANCE WITH CLEARZONE GUIDELINES**

14. The Permit Holder hereby agrees that the Work described in this permit is in compliance with WSDOT's Clear Zone Guidelines pursuant to Chapter 1600 of WSDOT's Design Manual ([M 22-01](#)) and any revisions thereto. For any Work performed on a managed access state highway within an incorporated city or town, the Permit Holder may use the applicable city or towns clear zone guidelines if the city or town has their own published clear zone guidelines.

## **PERMIT EXTENSION AND ASSIGNMENT**

15. The expiration date of this Permit may not be extended without WSDOT's prior written approval.
16. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting permits or franchise rights; or entering into other agreements with other public or private companies or individuals, nor shall it prevent WSDOT from using any of its highways, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

## **MAINTENANCE DEFICIENCIES**

17. The Permit Holder shall correct any maintenance deficiency related to, or contributed to in any way by, the Work within thirty (30) consecutive calendar days upon receiving written notice of such deficiency from WSDOT, unless WSDOT authorizes in writing a different time period. Should the Permit Holder fail to correct a deficiency within the prescribed time period after receiving written notice of the deficiency from WSDOT, WSDOT reserves the right to perform the necessary maintenance work to preserve WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction or for the protection of the traveling public including bicycles or pedestrians. If WSDOT performs maintenance work as provided herein, the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. If WSDOT chooses not to make the repairs; WSDOT may initiate an action to revoke this Permit.

## **INTERFERENCE WITH OTHER PROJECTS**

18. The Permit Holder agrees to schedule and perform the Work herein in such a manner as not to interfere with any WSDOT maintenance or other activities on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, including any WSDOT authorized construction activities that may be occurring in the general vicinity of the Work authorized by this Permit.

## **INSURANCE**

19. Insurance (Applicable on a case by case basis)

The Permit Holder shall provide proof of insurance coverage prior to performing any Work within State-owned highway right of way, as follows:

- 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 \$5 million per occurrence and in the aggregate; OR
- 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; OR
- 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.

WSDOT and the State shall be expressly named as an additional insureds under these general liability and automobile liability policies, by endorsing these policies with form CG2010 1185 or CA2048 (as appropriate), which shall contain no additional limitations with respect to completed operations or ongoing operations coverages, nor shall there be any limitation with respect to the negligence of WSDOT and the State. These policies shall be primary and non-contributory with respect to WSDOT and the State, and shall contain a waiver of subrogation in favor of WSDOT and the State. The Permit Holder shall furnish WSDOT proof of these insurance requirements prior to performing any Work under the Permit. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit.

## **MODIFICATION OR REVOCATION OF THE PERMIT BY WSDOT**

- 20a. Modification: If this Permit is modified in writing by WSDOT, the Permit Holder will have thirty (30) calendar days from the date of the written notice to modify the Work as required by WSDOT. If the modifications cannot be made within thirty (30) calendar days, the Permit Holder shall request from WSDOT, in writing, during the prescribed time period, an extension of time in which to make the modifications. Any extension of time shall be made in writing and is solely within WSDOT's discretion.

Should the Permit Holder breach any of the conditions or requirements of the permit or if WSDOT determines that emergency maintenance of the Work is required to (1) protect any aspect of the state highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, or (2) secure the safety of the traveling public due to a failure of the Permit Holder's Work or its maintenance thereof, WSDOT may perform the emergency maintenance work without the Permit Holder's prior approval, and the Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the emergency maintenance work pursuant to the provisions of Section 26 - Invoice and Payments. WSDOT will notify the Permit Holder of the emergency work performed as soon as practicable.

20b. Revocation: If the Permit is revoked and the Permit Holder fails to return the property back to its original condition, as solely determined by WSDOT, WSDOT shall perform such Work at the Permit Holder's sole cost and expense, and the Permit Holder shall reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 27 - Invoice and Payments.

20c. Plan Corrections: WSDOT reserves the right to require changes or corrections due to plan omissions or details not in conformance with WSDOT's Standard Specifications, Standard Plans, Design Manual, or Project Special Provisions.

## **MODIFICATION OF THE PERMIT BY THE PERMIT HOLDER**

21. If the Permit Holder desires to modify this permit and/or the Work, it shall notify the WSDOT Representative listed in Exhibit A, Special Provisions, in writing of all proposed changes for WSDOT's prior written approval. WSDOT agrees to provide written acceptance or rejection of the proposed change(s) to the Permit Holder within Ten (10) business days.

## **ADDITIONAL PERMIT CONDITIONS**

22. The Permit Holder shall not excavate or place any obstacle within the limits of state highway right-of-way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the State Highway right-of-way or the public's travel thereon without WSDOT's prior written approval and/or as may be provided in this Permit.

23. Upon completion of all Work, the Permit Holder shall immediately remove all rubbish and debris from WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, leaving WSDOT right-of-way in a neat, presentable, and safe condition, to WSDOT's sole satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, not done within seven (7) calendar days of Work completion, will be done by WSDOT at the expense of the Permit Holder, unless otherwise approved in writing by WSDOT prior to the expiration of the (7) day period.

The Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 26 - Invoice and Payments.

24. The Permit Holder agrees to maintain, at its sole expense, its Work under this Permit in a manner satisfactory to WSDOT, in WSDOT's sole discretion.

25. WSDOT shall in no way be held liable for any damage to the Permit Holder by reason of any such work by or authorized by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT upon roads, streets, public places, or structures in question.

## **EXTENSION OF THE EXPIRATION DATE**

26. If requested by the Permit Holder, the Expiration Date of this Permit may be extended by WSDOT after review of the contributing circumstances.

## **INVOICE AND PAYMENTS**

27. If WSDOT deems it necessary to perform Work as provided for in this Permit by WSDOT forces or its' contractor, including but not limited to any modification, repair, clean up or removal of the Work authorized under this Permit:

a. WSDOT will assign a reimbursable account to the Permit Holder as a means of invoicing the Permit Holder for the costs associated with the Work performed by WSDOT.

b. WSDOT will provide a detailed invoice, including direct and related indirect costs, to the Permit Holder for the Work performed by WSDOT or its contractor(s), and the Permit Holder agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.

c. The Permit Holder agrees that if payment is not made to WSDOT as herein agreed, WSDOT may charge late fees, interest and/or refer the debt to a Collection Agency, all in accordance with Washington State Law.

## **OTHER PERMITS AND APPROVALS**

28. 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 solely 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 Permit Holder Work or (2) comply with permit conditions.

## **INDEMNIFICATION, WAIVER, VENUE, AND ATTORNEYS FEES**

29. 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, employees, and agents from all claims, suits, demands, actions for damages (both to persons and/or property), expenses, regulatory fines, and/or suits in law and in equity that (1) arise out of or are incident to, or alleged to arise out of or are incident to, any acts or omissions of the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person in the use of the WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction 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, subcontractors, agents, employees, invitees and/or any other person. The Permit Holder, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its' officers, employees and/or agents, 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, employees and/or agents; provided that, if such claims, suits, or actions result from the concurrent negligence of (1) the State of Washington, its officers, employees and/or agents, and (2) the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person 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 agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person.
30. 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 or off WSDOT-owned highway right of way or upon state highway right of way under WSDOT jurisdiction. For this purpose, the Permit Holder, by mutual 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.
31. The indemnification and waiver provided for in Sections 29 and 30 shall survive the termination of this Permit.
32. In the event that the Permit Holder or WSDOT deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Permit, the Permit Holder and WSDOT agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Permit Holder agrees that it shall be solely responsible for its own attorney's fees and costs and agrees that it shall not seek nor be entitled to recovery of such attorney's fees and costs.

## **NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN**

33. The Permit Holder acknowledges that this Permit does not at any time entitle the Permit Holder, its successors or assigns, to assistance under the Relocation Assistance - Real Property Acquisition Policy (Chapter 8.26 RCW). Further, the revocation or other termination of this Permit shall not be deemed a taking by WSDOT under the laws of eminent domain.