



Application Instructions for General Permit for U.S. (Federal) Government Agencies

The permit is for temporary installations only and only valid for up to 3 years.

All fields of the application form needs to be filled out completely. Send this application and additional attachments via email to the appropriate WSDOT Region Offices email ([Link](#)) with the Washington State Department of Transportation (WSDOT). Signature is required before submittal.

Federal Agency CONTACT INFORMATION

- The Federal Agency's name and all contact information must be included.

LOCATION

- Visit [WSDOT - Locate MilePosts](#) to locate the mile post limits on the State Route.

INSTALLATION

- Under the "Describe Installation Type" box, provide a brief description of the type and size of the facility and an explanation of the installation method (i.e. trenchless/ trenched) in relation to its location within the right of way.

REQUIRED DOCUMENTATION AND PERMITTING GUIDELINES

- Exhibits and additional information must be provided in separate attachments to the Application submittal email. Attachments shall include: Right of Way Plans, Work Plans, Traffic Control Plans ([TCP Examples](#)), Photos, and Vicinity Map. Please contact the Developer Services Engineer for early coordination.

Federal Agency AUTHORIZED SIGNATORY

- Signature is required before submitting your application to the appropriate WSDOT Region Office.

SUPPLEMENTAL CONTACT INFORMATION OF AUTHORIZED AGENT IF NOT THE Federal Agency

- In cases where a consultant or other approved Federal Agency is authorized to apply on behalf of the Federal Agency, ensure that contact information for the person processing the application is filled in this section.
- Note: The Federal Agency Contact listed on the application is to be included in the email correspondence with an authorized agent.
- Required only if applicable.



General Permit Application/Permit for U.S. (Federal) Government Agencies

Federal Agency Contact Information			
Federal Agency		Federal Agency Contact Name	
Email		Phone (Office/Cell/Voicemail)	
Location			
State Route	Milepost Begin	Milepost End	County
Describe Work (Briefly explain)			
Anticipated Construction Start Date*:		Project Duration:	
*Work proposed under this application shall begin within one year and must be completed within three years from date of approval.			
Billing Information*			
Contact Name			
Street			
City		State	Zip + 4
Phone (Office/Cell/Voicemail)		Email	
Applicant Reference Work Order (<i>optional</i>)			
Facility Owner Authorized Signatory			
Signature		Printed Name & Title/Owner	Date
Fees in the amount of \$_____ are paid to defray the basic administrative expense incident to the processing of this application according to RCW 47.12.140 and the amendments. The applicant further promises to pay additional costs incurred by WSDOT on the behalf of the application.			
Supplemental Contact Information of Authorized Agent if NOT the Federal Agency			
Name		Contact Name	
Email		Phone (Office/Cell/Voicemail)	
WSDOT Approval			
Signature		Date	
Permit is subject to the terms and conditions stated in the General Provisions, Special Provisions, and Exhibits attached hereto and by this reference made a part hereof, in addition to the applicable provisions of WAC 468-51, 468-52, 468-54, and 468-58 and RCW 47.52			

General Provisions for U.S. (Federal) Government Agencies

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.
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, M 41-10 (Standard Specifications), 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 Permit Holder's approval of WSDOT's detailed invoice pursuant to Section 27 – 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 shall compensate WSDOT in the amounts 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 Permit Holder's approval 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.

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. Permit Holder is a federal agency. As such, it is self-insured. As a federal agency, the Federal Employee's Compensation Act, administered by the Department of Labor, Office of Workers' Compensation Program (OWCP), covers Permit Holder's workers' compensation liability. Permit Holder agrees to provide proof of self-insured status upon request.

The Permit Holder is responsible for ensuring its contractors provide WSDOT proof of insurance coverage prior to 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 \$5 million per occurrence and in the aggregate; OR
- 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; OR
- c. Employers Liability covering the risks of Permit Holder's contractors' 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.

Permit Holder's Contractor shall expressly name WSDOT and the State as 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's contractors 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 WSDOT 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

20. 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 27 - Invoice and Payments. Payment for such maintenance shall be made on the basis of an estimate approved by Grantee. WSDOT will notify the Permit Holder of the emergency work performed as soon as practicable.

21. 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. Payment for such costs and expenses shall be made on the basis of an estimate approved by Grantee.
22. 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

23. 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

24. 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.

25. 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 27 - Invoice and Payments. Payment for such costs and expenses shall be made on the basis of an estimate approved by Grantee.

26. 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.

27. 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

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

OTHER PERMITS AND APPROVALS

29. 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.

INDEMNIFICATION, WAIVER, VENUE, AND ATTORNEYS FEES

30. Permit Holder is a federal agency. As such, claims for personal injury or property damage alleged to have been caused by the negligence of Permit Holder's employees (but not that of Permit Holder's contractors or their employees) must be made in accordance with the Federal Tort Claims Act, 28 U.S.C. ch. 171. ("FTCA"). The provisions of the Federal Tort Claims Act are found in Title 28 of the United States Code. 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), and ch. 171.

NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN

31. 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.