



Permit No. _____

Please print or type all information

Application is hereby made for Construction and Maintenance of City Utilities Located Within state-owned Limited Access Highway Right of Way Pursuant to RCW 47.52.090

The intended Use of Limited Access State-owned Right of Way is to Construct and Maintain a:

_____ on a portion of
State Route _____ (at/from) Mile Post _____ to Mile Post _____ in _____ County,
to begin in the _____ Section _____ Township _____ North Range _____ West/East W.M.
and end in the _____ Section _____ Township _____ North Range _____ West/East W.M.

Applicant (Referred to as City)

Applicant Authorized Signature

Address

Print or Type Name

City

State

Zip Code

Title

Telephone

Dated this _____ day of _____

Applicant Reference (WO) Number

The Washington State Department of Transportation, referred to as "WSDOT," pursuant to the provisions of RCW 47.52.090, hereby grants this Construction and Maintenance Permit 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: Construction of facilities proposed under this application shall begin within one year and must be completed within three years from date of authorization.

Exhibits Attached

WSDOT Authorization

By: _____

Title: _____

Date: _____

General Provisions (City Construction and Maintenance Permit)

1. The City shall notify the following WSDOT representative, in writing, at least _____ (_____) calendar days in advance of commencing Construction or Maintenance work within state-owned limited access highway right of way.

WSDOT Representative:

Name: _____

Title: _____

Address: _____

Phone Number: _____

2. Upon authorization of this Construction and Maintenance Permit, the City shall diligently proceed with the work and comply with all provisions herein.
3. Prior to the beginning of construction, a preconstruction conference shall be held at which WSDOT, the City, and the City's contractor (if applicable) shall be present.
4. Should the City choose to perform the work outlined herein with other than its own forces, a representative of the City shall be present on-site at all times unless otherwise agreed to by WSDOT. All contact between WSDOT and the City's contractor shall be through an authorized representative of the City. Where the City chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. Failure to comply with this provision shall be grounds for restricting any further work by the City within the state-owned limited access highway right of way until said requirement is met. The City, at its own expense, shall adequately police and supervise all work on the above-described project by itself, its contractor, subcontractor, or agent, and others, so as not to endanger or injure any person or property.
5. All City facilities occupying state-owned limited access highway right of way shall comply with applicable minimum clearance, depth, encasement and Control Zone requirements as specified in the Washington State Department of Transportation Utilities Manual M 22-87, and revisions thereto.
6. Should the City choose to perform the work outlined herein with other than its own forces, a surety bond in the amount of \$ _____ written by a surety company authorized to do business in the State of Washington, shall be furnished to WSDOT before performing any work to ensure compliance with all of the terms and conditions of this Construction and Maintenance Permit and shall remain in force until all work under this Construction and Maintenance Permit has been completed, and the City's contractor has restored any affected WSDOT property and right of way to the satisfaction of the WSDOT.
7. The City must provide proof of the following insurance coverage prior to performing any work within right of way:
 - 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 \$1 million per occurrence/\$2 million general 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 insurance covering the risks of City'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. The City may comply with these insurance requirements through a program of self insurance that meets or exceeds these minimum limits. The City must provide WSDOT with adequate documentation of self insurance prior to performing any work within state-owned limited access highway right of way. Should the City no longer benefit from a program of self-insurance, the City agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given prior to termination of or any material change to the policy(ies) as it relates to this Permit.

8. Work within the state-owned limited access highway right of way shall be restricted between the hours of _____ and _____, and no work shall be allowed on the right of way on Saturday, Sunday, or holidays as defined by RCW 1.16.050, or the day before a holiday or a holiday weekend, unless authorized by WSDOT.
9. All of the work shall be done to the satisfaction of WSDOT. All material and workmanship shall conform to the Washington State Department of Transportation's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by WSDOT. All WSDOT inspections and acceptance of state-owned limited access right of way restoration are solely for the benefit of the WSDOT and not for the benefit of the City, the City's contractor (if any), or any third party.
10. During the construction and/or maintenance of this facility, the City shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways (Federal Highway Administration) and the state of Washington's modifications thereto (chapter 468-95 WAC). If determined necessary by WSDOT, the City shall submit a signing and traffic control plan to WSDOT's Representative for approval prior to construction or maintenance operations. No lane closures shall be allowed except as approved by WSDOT's Representative. Approvals may cause revision of special provisions of this Construction and Maintenance Permit, including hours of operation.
11. No excavation shall be made or obstacle placed within the limits of the state-owned limited access highway right of way in such a manner as to interfere with the construction of, operation of, maintenance of and/or travel over the highway, unless authorized by WSDOT in writing.
12. If the work done under this Construction and Maintenance Permit interferes in any way with the drainage of the state highway, the City shall wholly and at its own expense make such provisions as WSDOT may direct to fully mitigate the drainage impacts.
13. For any of the City'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" (hereinafter "Construction Stormwater General Permit"), the City shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon WSDOT request, the City shall provide a copy of the Construction Stormwater General Permit. In addition, the City, 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 the WSDOT, 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 City's failure to (1) obtain coverage under the Construction Stormwater General Permit for utility work or (2) comply with the Construction Stormwater General Permit requirements.
14. Upon completion of the work authorized by this Construction and Maintenance Permit, all rubbish and debris shall be immediately removed and the state-owned limited access highway right of way shall be left neat and presentable to WSDOT's satisfaction. City agrees to take corrective action if directed by WSDOT.
15. If any construction or future maintenance of the facilities covered under this Construction and Maintenance Permit involves equipment or personnel crossing limited access boundaries at grade, the City shall secure an access break from WSDOT prior to commencement of construction or maintenance activities.
16. All facilities placed within state-owned limited access highway right of way by the City under this Construction and Maintenance Permit shall remain the property of the City and may be removed at any time by the City. Prior to removal, the City shall notify WSDOT and submit a plan for removal of the facilities. Additionally, in the event that all or any portion of the facilities are no longer used, the City shall submit a plan and schedule removal of the facilities. Upon removal of any facilities under this section, the City shall restore any affected WSDOT property or state-owned limited access highway right of way to a condition satisfactory to WSDOT.
17. If WSDOT, in its sole discretion, shall determine that any or all of the City's facilities must be modified, removed or relocated from the state-owned limited access highway right of way as being necessary, incidental, or convenient for the construction, repair, improvement, alteration, relocation, or maintenance of the state highway, or for the safety of the traveling public, the City, its successors or assigns, shall at its sole cost and expense, upon written notice by the WSDOT, modify, relocate or remove any or all of its facilities from the state-owned limited access highway right of way as may be required by WSDOT. The City shall timely perform all facility modifications, relocations and/or removals as WSDOT directs to avoid highway project delays and in such manner as will cause the least interference with the continued operation and/or maintenance of the highway or disruption of traffic.

18. Should the City fail or refuse to comply with WSDOT's direction to modify, remove, or relocate any City facilities, WSDOT may undertake and perform the work, and the City agrees to pay WSDOT's reasonable cost and expense for performing the work. WSDOT shall provide to the City a detailed invoice for the work, and the City agrees to make payment within thirty (30) calendar days of the date of the invoice.
19. If WSDOT determines in good faith that emergency maintenance work to the City's facilities is immediately needed to protect (a) any aspect of the state highway, or (b) to secure the safety of the traveling public, as a result of a failure of the City's facility, such work may be performed by WSDOT without prior approval of the City, and the City agrees to pay WSDOT's reasonable cost and expense for performing the work. The City will be notified of the emergency work and the necessity for it at WSDOT's earliest opportunity. WSDOT shall provide to the City a detailed invoice for such emergency work, and the City agrees to make payment within thirty (30) calendar days of the date of the invoice.
20. The City, its successors and assigns, agree to indemnify, defend, and hold harmless the State of Washington and 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 by the City, its agents, contractors, and/or employees, in the use of the state-owned limited access highway right of way as authorized by the terms of this Construction and Maintenance Permit, or (2) are caused by the breach of any of the conditions of this Construction and Maintenance Permit by the City, its contractors, agents, and/or employees. The City, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington and its officers and employees, if the claim, suit, or action for damages (both to persons and/or property) is caused by the acts or omissions of the State of Washington, its officers and employees ; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the State of Washington, its officers and employees and (b) the City, its 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 State of Washington, its officers and employees and the City, its agents, contractors, and/or employees.
 - 20.1. The City agrees that its obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction and/or maintenance under this Construction and Maintenance Permit while located on state-owned limited access highway right of way. For this purpose, the City, 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 chapter 51.12 RCW.
 - 20.2 This indemnification and/or waiver shall survive the termination of this AGREEMENT.
21. Any action for damages against the State of Washington, its agents, contractors, or employees, arising out of damages to a utility or other facility located on the state-owned limited access highway right of way shall be subject to the provisions and limitations of RCW 47.44.150.
22. This Construction and Maintenance 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 its highways, rights of ways, or other state-owned property, or affect its right to full supervision and control over all or any state-owned property, none of which is hereby surrendered.
23. No assignment or transfer of this Construction and Maintenance Permit in any manner whatsoever shall be valid, nor vest any rights hereby granted, until WSDOT consents thereto and the assignee accepts all terms of this Construction and Maintenance Permit. Attempting to assign this permit without WSDOT consent shall be cause for cancellation as herein provided.