



Permit No. \_\_\_\_\_

Applicable provisions are denoted by (X)

- 1. No Work (for the intent of this Permit, operation or maintenance) provided for herein shall be performed until the Utility is authorized by the following Washington State Department of Transportation (Department) Representative(s):

Name: \_\_\_\_\_ Name: \_\_\_\_\_

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

Street: \_\_\_\_\_ Street: \_\_\_\_\_

City: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_ Fax: \_\_\_\_\_

- 2. The Department assumes no responsibility or liability in any manner for any effect its highway drainage system may have on the Utility's system.
- 3. The utility agrees to assume all liability and responsibility, including fines and taxes, for the water quality related to its runoff collection system and for any damages caused by increased flows (that portion of the total rate of flow that is in excess of the natural rate of surface runoff in the undeveloped state) and pollutants discharged. Further, the Utility agrees to accept the liability for the augmented flows added to the Department's system (such as downstream flooding, manhole overflows or any other instance resulting from those added flows)
- 4. The utility agrees to assume all liability and responsibility associated with the design, construction, maintenance, and operation of its Stormwater management and drainage system(s).
- 5. Construction of all Stormwater management facilities shall be part of the initial construction of the system under this Permit.
- 6. For major repair or replacement work, as defined in Special Provisions 11, the Utility shall provide Traffic Control Plans, for approval, and FAX the complete attached "Notification of Maintenance" to the identified Department 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.
- 7. Upon receipt of the Maintenance Notification, the Department will advise the Utility if there are any restricted Work timeframes within the state-owned highway right of way. No Work shall be allowed on Saturday, Sunday, or holidays, without prior approval by the Department. In addition, the Utility shall be off the highway by noon the day prior to a holiday unless authorized by the Department. If a holiday falls on a Saturday, the preceding Friday is counted as the holiday, and the Utility shall be off the highway by noon Thursday. When the Holiday falls on a Monday the Utility shall be off the right of way at noon on the preceding Friday. Nothing in this section shall limit the authority of the Department to further restrict work within state-owned highway right of way at the Department's discretion. The hours of closure are subject to change if, required by the Department.

8. For major Repair. Anytime Work is underway within the right of way, during the 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:

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

**Minimum Work Zone Clear Zone Distance**

9. The Utility agrees that, in the event any construction and/or maintenance of the highway facility becomes necessary within the proximity of the utility installation, it is expressly understood that, upon request from the Department's representative, the Utility will promptly identify and locate by suitable field markings any and all of its underground facilities so that the Department or its contractor can be fully apprised of their precise locations.
10. "Routine Maintenance" of the Drainage System shall include cleaning and repair and/or replacement of any minor failures to structure and /or components and repair of any damage to the state-owned right of way caused by the maintenance and operation of the Drainage System. Routine Maintenance will not require notification to the STATE.
11. For major repair and/or replacement work, not defined within Routine Maintenance, the Utility shall provide the Department notification of the need for such repairs and/or replacement work. The Utility is responsible to determine the method of repair to the Drainage System and shall restore Department's right of way to current Department maintenance standards, at the sole cost and expense to the Utility. The Department reserves the right to review damages occurring to the state-owned right of way, as a result of failure of the Drainage System, and oversee the restoration.  
Traffic Control Plans shall be submitted with the notification, and approved, prior to any major repair and or replacement work is done.
12. The Department shall not be responsible for damages to the Drainage System caused by Utility employees or the Utility's contractors working within state-owned right of way. Should the Utility or its contractors damage the Drainage System, it agrees to notify the Department as soon as practical. The Utility and Department will work together in good faith to agree upon the required repairs. The Utility agrees to make such repairs at its sole cost and expense.
13. Maintenance access of this facility will be from SR \_\_\_\_\_, only.