



# Roadside Vegetation Permit General Provisions

## 1. INDEMNIFICATION

The Permit Holder, on behalf of itself and its successors, assigns, employees, contractors, and agents, agrees to protect the State of Washington, its officers, and employees and hold them harmless from any and all costs, claims, actions, judgments, and/or awards of damages (both to persons and/or property), of every kind and description, including the recovery of reasonable attorneys fees, which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Permit Holder, its successors, assigns, employees, contractors, and agents, or any person whomsoever in connection with the Permit Holder's, its successors', assigns', agents', employees', or contractors' construction, installation, maintenance, operation, use, or occupancy of the state-owned highway right of way or actions performed as authorized by the terms of this Permit. In case any suit or action is brought against the State of Washington, its officers, and/or employees, arising out of or by reason of any of the above causes, the Permit Holder or its successors or assigns will, upon notice of such action, defend the same at its sole cost and expense and satisfy any judgment against the State of Washington, its officers, and/or employees; PROVIDED that, if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its officers, and/or employees, and (b) the Permit Holder or the Permit Holder's successors, assigns, employees, contractors and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Permit Holder or the Permit Holder's successors, assigns, employees, contractors and/or agents.

The Permit Holder agrees that its obligations under the indemnity provision of 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 of any type on the state-owned highway right of way. 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 of chapter 51.12 RCW.

The Permit Holder, on behalf of itself and its successors, assigns, employees, contractors and/or agents, waives any claims for losses, expenses, damages, or lost revenues, if any, incurred by it and its successors, assigns, employees, contractors, and/or agents in connection with the Permit Holder's, its successors', assigns', agents', employees', contractors' and/or agents' construction, installation, maintenance, operation, use, or occupancy of the state-owned highway right of way or Work performed pursuant to the terms, conditions and provisions of this Permit against the State of Washington, its agents, contractors, or employees, except for the reasonable costs of repair to the Work, resulting from WSDOT's, or its agents', contractors', and/or employees' negligent acts.

The terms of this indemnity and waivers shall survive the termination of this Permit.

## 2. INTERFERENCE WITH WSDOT WORK AND/OR OPERATIONS

The Permit Holder shall not perform or allow to be performed any Work authorized under this Permit in such a way as to conflict with, impede, or disrupt in any way WSDOT highway construction, maintenance, and/or operations, or interfere with or endanger the safety of the traveling public.

## 3. INSURANCE

The Permit Holder or its contractor (if applicable) shall obtain at its sole cost, and keep in force during the term of this Permit, for the Work specified in this Permit, the following insurance requirements with companies licensed to conduct business in the State of Washington and approved by the State Insurance Commissioner pursuant to chapter 48.05 RCW: The provisions in the Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction current edition ("Standard Specifications"), Section 1-07.18 Public Liability and Property Damage Insurance shall apply.

### Private Entities

Commercial General Liability Insurance written under Insurance Services Office Form CG0001 or its equivalent with minimum limits of Three Million and no/100 Dollars (\$3,000,000) each occurrence and Three Million and no/100 Dollars (\$3,000,000) in the aggregate for each policy year, with the State of Washington named as an additional insured in connection with the Permit Holder and the Permit Holder's contractor's performance of the Work specified in this Permit, and

Commercial Auto Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the Work for a combined single limit of not less than One Million and no/100 Dollars (\$1,000,000) each occurrence, with the State of Washington named as an additional insured in connection with the Permit Holder and the Permit Holder's contractor's performance of the Work specified in this Permit.

#### Local Governments and Tribes

The Permit Holder warrants that it is self-insured, and agrees to provide acceptable evidence of its self-insured status to WSDOT. The Permit Holder's insurance policy must provide liability coverage for the state-owned highway right of way identified in this Permit, including public liability coverage for bodily injury, property damage, and personal injury of not less than Three Million and no/100 Dollars (\$3,000,000) combined single limit per occurrence, with a general aggregate amount of not less than Three Million and no/100 Dollars (\$3,000,000) per policy period. The Permit Holder shall increase the policy limits at its sole cost, when and if WSDOT deems it necessary due to the Permit Holder's use of the state-owned highway right of way identified in this Permit.

The Permit Holder assumes all obligations for premium payment, and in the event of nonpayment, the Permit Holder is obligated to reimburse WSDOT the cost of maintaining the insurance coverage and any legal fees incurred in enforcing such reimbursement should Permit Holder fail to pay the policy premiums.

Coverage, if obtained by the Permit Holder in compliance with this section, shall not be deemed as having relieved the Permit Holder of any liability in excess of such coverage.

In the event the Permit Holder, after commencement of this Permit, elects to terminate its self-insured status and secure commercial liability coverage, the Permit Holder will promptly notify WSDOT and provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, with the State of Washington named as an additional insured in connection with the Permit Holder in the amounts and types as set forth within this section. Further, the Permit Holder shall provide a certificate of insurance within Ten (10) calendar days of receiving a written notice from WSDOT for an increase in the coverage amounts.

Prior to accessing the state-owned highway right of way for any reason, the Permit Holder shall file with the Department ACORD Form Certificates of Insurance evidencing the minimum insurance required above. All Certificates of Insurance shall include a requirement providing for a minimum of forty-five (45) calendar days prior to written notice to WSDOT of any reduction or cancellation of coverage.

#### **4. DAMAGE TO STATE-OWNED HIGHWAY RIGHT OF WAY OR STATE-OWNED PROPERTY**

All Work on state-owned highway right of way is subject to ongoing monitoring and inspection by WSDOT solely for the benefit of WSDOT and not for the Permit Holder or any third party. The Permit Holder shall not damage or allow to be damaged the state-owned highway right of way, state-owned property, and/or facilities constructed on, above, or under such lands in any way, and agrees to be directly responsible for all repairs and/or replacement costs for all such damages. The insurance requirements set forth in Section 3 shall not limit the Permit Holder's obligations for the repair and/or replacement costs for damages to state-owned highway right of way, state-owned property, and/or facilities constructed on, above, or under such lands. Should the Permit Holder fail to adequately repair any damages as directed by WSDOT to WSDOT's sole satisfaction, WSDOT may, by itself or by use of its contractor, repair the damages at the Permit Holder's expense. The Permit Holder agrees to reimburse WSDOT for such costs pursuant to Section 31.

#### **5. SCHEDULE OF WORK SUBMITTAL**

The Permit Holder shall prepare and submit a written schedule of the Work for WSDOT's prior approval. The schedule of Work submittal shall include the Work required for ongoing maintenance, if applicable. The Permit Holder shall adhere to the approved schedule and perform the Work in such a manner so as not to conflict with, impede, or disrupt in any way WSDOT highway construction, maintenance, and/or operations, or interfere with or endanger the safety of the traveling public, except as specifically authorized by WSDOT.

## **PRE-WORK INITIAL CONFERENCE**

Prior to beginning Work, a pre-Work conference shall be held at which WSDOT, the Permit Holder, the Permit Holder's contractor, if applicable, and the Permit Holder's inspector, if applicable, shall be present.

## **6. DEPARTMENT NOTIFICATION**

The Permit Holder shall notify WSDOT's representative five (5) working days in advance of any scheduled Work within the state-owned highway right of way. This includes, but is not limited to: the pre-Work conference; the beginning of any Work; the implementation of any traffic control plan that closes or restricts a sidewalk, pathway, trail, highway shoulder, or traveled lane of the state highway; submittal of a new or revised traffic control plan; any extension of allowed working hours or days; and the final inspection upon completion of the Work. Maintenance activities notification, if approved by WSDOT, may be in the form of a pre-approved schedule of Work; such schedule shall be attached to this Permit as an exhibit.

Working days, for the purposes of WSDOT notification of any Work or other activity as authorized by this Permit, are the weekdays Monday through Friday, excluding legal holidays.

## **7. WORKING HOURS**

Work within the state-owned highway right of way shall be restricted to the hours of 8 a.m. to 5 p.m. unless otherwise noted in the Exhibits, and no Work shall be allowed on the state-owned highway right of way on Saturday, Sunday, or holidays as defined by RCW 1.16.050, or the day before and after a holiday or a holiday weekend, unless authorized by WSDOT. See the applicable exhibits for variances to the working days and hours and other pertinent information, if any.

## **8. PERMIT ON SITE**

A copy of this Permit must be on the Work site and protected from the elements at all times during the authorized Work.

## **9. OBTAINING OTHER LOCAL, STATE, OR FEDERAL AGENCY PERMITS OR APPROVALS**

It is the Permit Holder's responsibility to obtain any other local, state, or federal agency permits or approvals that may be required, including, but not limited to, Washington State Department of Ecology, Washington State Department of Fish and Wildlife, and the U.S. Army Corps of Engineers. Copies of such permits shall be provided to WSDOT.

## **10. PERMIT TERMINATION DUE TO UNTIMELY COMPLETION**

If the Work cannot be completed in a timely manner, WSDOT, in its sole discretion, may terminate this Permit. The Permit Holder agrees that it shall have no right to appeal such termination or that it specifically waives any right it might have to appeal the Permit termination.

## **11. PERMIT HOLDER'S RESPONSIBILITY FOR SUPERVISION OF WORK**

The Permit Holder, at its own expense, shall adequately police and supervise all Work, including but not limited to its contractor, subcontractor, agent, and others, performed on the state-owned highway right of way, so as not to endanger or injure any person or property. The Permit Holder's responsibility for proper Work performance, safe conduct, and adequate policing and supervision shall not be lessened or otherwise affected by WSDOT's Permit issuance or Work inspection, all of which shall be performed solely for the benefit of the State of Washington and no other person or entity. The Permit Holder shall be present during any active construction or maintenance Work authorized by this Permit. Should the Permit Holder not be present during the Work authorized by this permit, the Permit Holder shall designate a representative that has either the legal authority to represent the Permit Holder or the designated authority to make decisions on behalf of the Permit Holder with respect to the work authorized by this Permit. Failure to comply with this provision may result in WSDOT restricting any further Work by the Permit Holder within the state-owned highway right of way until this requirement is met.

## 12. MATERIALS AND WORKMANSHIP

All Work shall be done to WSDOT's sole satisfaction at the Permit Holder's expense. This Permit authorizes the Permit Holder to modify the physical condition of selected vegetative material located on the state-owned highway right of way. All material and workmanship shall conform to the Washington State Department of Transportation *Standard Specifications for Road, Bridge, and Municipal Construction; Standard Plans; Roadside Policy Manual; and Design Manual*, current editions where applicable, and shall be subject to WSDOT inspection. WSDOT shall notify the Permit Holder in writing of unsatisfactory Work. Unsatisfactory Work shall be corrected by the Permit Holder at its sole expense and within the time frame specified by WSDOT. Any unsatisfactory Work not corrected as required by WSDOT may be corrected by WSDOT, at the Permit Holder's expense. The Permit Holder agrees to reimburse WSDOT for such costs pursuant to Section 31.

The WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (M 41-10) may be accessed at: <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

The WSDOT Standard Plans may be accessed at:  
<https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/standard-plans>

The WSDOT Roadside Policy Manual (M 3110) may be accessed at:  
<http://www.wsdot.wa.gov/Publications/Manuals/M3110.htm>

The WSDOT Design Manual (M 22-01) may be accessed at:  
<http://www.wsdot.wa.gov/Publications/Manuals/M22-01.htm>

## 13. IMPACT TO EXISTING VEGETATION

The Permit Holder shall not cut or otherwise damage any vegetation on the state-owned highway right of way unless specifically authorized by this Permit or by WSDOT in writing. WSDOT's region or headquarters Landscape Architect shall be consulted to determine if pruning is necessary. For structural pruning, the services of an International Society of Arboriculture (ISA) certified arborist may be required. Should the Permit Holder damage existing vegetation designated to be preserved, the Permit Holder shall replace the vegetation as WSDOT requires per the *WSDOT Roadside Policy Manual*. Further, if the Permit Holder fails to replace the vegetation as directed by WSDOT, the Permit Holder shall be subject to the payment of treble damages in accordance with RCW 4.24.630, and the provisions of Standard Specifications Section 1-07.16(2).

## 14. UTILITY IMPACTS

The Permit Holder shall not impact existing utility facilities located on, over, or under the state-owned highway right of way. It is the Permit Holder's responsibility to contact the One-Call Center pursuant to chapter 19.122 RCW. **CALL BEFORE YOU DIG: Utility Notification Center, 811 or 1-800-424-5555, as modified.** Any locations or dimensions provided for existing utility facilities on exhibit plan sheets provided by WSDOT are in accordance with available information obtained without uncovering, measuring, or other verification.

The Permit Holder agrees that it is its sole responsibility to take care and caution when excavating near utility facilities. The Permit Holder agrees that it is its sole responsibility to understand and maintain utility standards for separation (setbacks) from a utility's facility.

The Permit Holder shall take into consideration the growth pattern of any shrubs or trees, so that the plantings will not impact nearby utility facilities. If future growth impacts a utility facility, the Permit Holder will be solely responsible for any repair or replacement due to damage caused by its Work, including the landscape plantings. The Permit Holder shall not place plantings in proximity to a utility facility as to impede the utility's ability to access and maintain its facility. Contact the Department's regional Landscape Architect for assistance, if needed, to determine plant growth characteristics.

At such time that any Work by the Permit Holder exposes or unexpectedly impacts a utility's buried facility; the Permit Holder shall immediately contact the utility owner and WSDOT. The Permit Holder shall allow the utility time and access for inspection of the exposed utility facility for any damage, prior to any backfilling in that area. Any time gas lines are identified/marked in the area, it is the Permit Holder's responsibility to contact the owner of the gas lines to determine if the owner's representative must be on site during the Work.

## 15. SURVEY MONUMENTS

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 further agrees that all WSDOT control and alignment monuments may not be disturbed, removed, or destroyed unless specifically authorized by this Permit or pursuant to WSDOT's prior written approval. Any reset survey monument shall be set by or under the direct supervision of a Professional Land Surveyor who has active current professional license with the State of Washington.

## 16. EROSION AND SEDIMENTATION CONTROL

The Permit Holder shall comply with the WSDOT *Temporary Erosion and Sediment Control Manual (TESCM)*, current edition, and implement best management practices (BMP's) to reduce erosion, trap sediment, and ensure sediment-laden water does not leave the Work site. The TESCM establishes minimum requirements and provides uniform technical guidance for avoiding, minimizing, and/or mitigating potential water resource impacts. All water discharges to and/or from the State highway right of way due to the Work activities authorized by this Permit shall conform to all applicable Federal, State, and local water quality regulations.

The WSDOT Temporary Erosion and Sediment Control Manual (M 3109) may be accessed at:  
<http://www.wsdot.wa.gov/publications/manuals/fulltext/M3109/TESCM.pdf>

## 17. TRACKING OF MATERIAL

The Permit Holder shall comply with RCW 46.61.655 and shall not track material onto highway pavement, and the Permit Holder or the Permit Holder's contractor shall immediately clean up the highway pavement. If the Permit Holder does not comply with RCW 46.61.655 and fails to clean the highway pavement, WSDOT may, by itself or by use of its contractor, perform the necessary Work at the Permit Holder's expense. The Permit Holder agrees to reimburse WSDOT for such costs pursuant to Section 31.

## 18. STORMWATER AND DRAINAGE MAINTENANCE

The Permit Holder shall not modify the highway drainage in any manner. The Permit Holder further agrees that it shall not direct surface water from private property onto the state-owned highway right of way. All manholes, drainage features, biofiltration swales, media filter drains, filter strips, utility fixtures, and like appurtenances shall be located, marked, protected, and maintained by the Permit Holder as directed by WSDOT. All slopes, slope treatment, top soil, ditches, pipes, etc., disturbed by the Permit Holder's Work shall be restored to their original cross section, efficiency, and condition as directed by WSDOT. All such items shall be corrected or repaired to WSDOT's sole satisfaction at the Permit Holder's sole expense. Should the Permit Holder fail to adequately correct or repair any damages as outlined in this section to WSDOT's sole satisfaction, WSDOT may, by itself or by use of its contractor, correct or repair the damages at the Permit Holder's expense. The Permit Holder agrees to reimburse WSDOT for such costs pursuant to Section 31.

## 19. RIGHT OF WAY VEGETATION MAINTENANCE

The Permit Holder acknowledges any Work installed on state-owned highway right of way will become the property of the State of Washington, and WSDOT shall have no responsibility or liability for the ongoing maintenance, repair, or replacement of any of the Work, unless WSDOT specifically otherwise agrees in the Permit. The Permit Holder also acknowledges WSDOT may remove, or require the removal of, any Work installed on state-owned highway right of way if WSDOT deems that it is not in the best interests of the State of Washington for the Work to remain on the state-owned highway right of way.

The Permit Holder shall not cut, spray, retard, remove, destroy, damage, disfigure, or in any way modify the physical condition of any vegetative material located on the state-owned highway right of way, except for the Work specifically detailed, shown, and authorized by WSDOT in this Permit. It is WSDOT and Federal Highway Administration (FHWA) policy to remove vegetation only for highway purposes. The Permit Holder shall contact WSDOT to obtain written approval prior to any modification to any vegetative material located on the state-owned highway right of way. This includes any modification(s) to an earthen embankment. The indiscriminate cutting of timber or disfiguring of any highway feature or facility is not allowed. The Permit Holder shall be responsible, at its expense, to restore, repair, or correct the damage to the sole satisfaction of WSDOT. Should the Permit Holder fail to adequately restore, repair or correct the damage as outlined in this Permit, WSDOT

may, by itself or by use of its contractor, restore, repair, or correct the damage at the Permit Holder's expense. The Permit Holder agrees to reimburse WSDOT for such costs pursuant to Section 31.

Any materials including, but not limited to, fertilizers, soil amendments, erosion control products, irrigation components, or pesticides used on WSDOT ROW must conform to the QPL (Qualified Products List).

The WSDOT Qualified Products List (QPL) may be accessed at:  
[http://www.wsdot.wa.gov/biz/mats/QPL/QPL\\_Search.cfm](http://www.wsdot.wa.gov/biz/mats/QPL/QPL_Search.cfm)

## 20. FIRE PREVENTION

The Permit Holder shall observe and follow all laws and rules on fire prevention and suppression.

The Permit Holder shall follow the requirements of the *Standard Specifications for Road, Bridge, and Municipal Construction* 1-07.3(1) when the work is in, or next to State or Federal forests.

## 21. PERMANENT SIGNS OR IRRIGATION

The Permit Holder may be required to obtain additional approval for any signs or permanent irrigation systems. The Permit Holder shall be responsible for water and electrical costs.

## 22. TRAFFIC CONTROL

The Permit Holder shall submit Work-specific traffic control plans (TCP's) to WSDOT for review and written approval before implementation on state-owned highway right of way. It is the Permit Holder's responsibility to plan, conduct, and safely perform the Work authorized by this Permit. Traffic control refers to the control of all types of roadway users, including vehicles, bicyclists, and pedestrians (including pedestrians with disabilities) guiding them through or around the work zone. The Permit Holder shall implement all reasonable means of traffic control necessary to adequately accommodate all road users if they can be reasonably expected to be encountered during the Work authorized by this Permit. All TCPs and traffic control devices shall be in compliance with the current edition of the Federal Highway Administrations [Manual on Uniform Traffic Control Devices](#) (MUTCD) for Streets and Highways as adopted by WSDOT per [WAC 468-95](#)

Additional TCP resources can be found at:

[Work zone typical traffic control plans \(TCP\) | WSDOT \(wa.gov\)](#)

[Work Zone Traffic Control Guidelines M 54-44 \(wa.gov\)](#)

## 23. CHANGES TO TRAFFIC CONTROL PLANS

WSDOT reserves the right to immediately modify, suspend, or revoke any traffic control plan or Work authorized under this Permit, including but not limited to lane closures and shoulder closures due to unexpected conditions or other circumstances which WSDOT determines is in the best interests of the state and/or safety of the traveling public. All costs associated with a modification, suspension, or revocation shall be borne solely by the Permit Holder. WSDOT shall in no way be held liable for any delays, costs, or other damages to the Permit Holder by reason of any such WSDOT action.

## 24. MERCHANDISING

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 therefor has first been obtained from the department. 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.

## 25. SIGNS AND BILLBOARDS

No signs or billboards shall be erected on the state-owned highway right of way. The Permit Holder shall comply with the Scenic Vistas Act of 1971, chapter 47.42 RCW and Chapter 468-66 WAC.

## 26. HAZARDOUS MATERIALS

If anything is discovered that is suspected to be hazardous, the Permit Holder shall immediately take

appropriate precautions and contact WSDOT to report the location and description of the material(s)/ substance(s) to WSDOT's representative for proper disposal.

All fueling and maintenance of equipment shall occur off of the state-owned highway right of way and at locations greater than 300 feet from the nearest wetland, ditch, or other conveyance of waters of the State of Washington.

The Permit Holder agrees that a Department of Ecology-approved hydro-carbon spill kit shall be readily available during all Work operations.

The Washington State Department of Ecology Spills page, may be accessed at:  
<http://www.ecy.wa.gov/programs/spills/spills.html>

## **27. REMOVAL OF ALL RUBBISH AND DEBRIS**

On completion of Work, or each Work event, the Permit Holder shall immediately remove all rubbish and debris. The Permit Holder shall leave the state-owned highway right of way in a neat and presentable condition subject to WSDOT's sole satisfaction. Should the Permit Holder fail to perform the necessary cleanup Work to WSDOT's sole satisfaction, WSDOT may, by itself or by use of its contractor, remove all rubbish and debris at the Permit Holder's expense. The Permit Holder agrees to reimburse WSDOT for such costs pursuant to Section 31.

## **28. SUSPENSION, REVOCATION, AMENDMENT, OR CANCELLATION OF THIS PERMIT**

WSDOT may, in its sole discretion, suspend, revoke, amend, or cancel this Permit, due to damage to the state-owned highway right of way, or any state highway facilities located on, above or under the land, or for any reason whatsoever, including, but not limited to, violations of the terms of this Permit, for transportation purposes, for highway construction, operations and maintenance requirements, and for the safety of the traveling public, without incurring any liability to the Permit Holder, its successors, assigns, agents, contractors, employees, and/or any other person whomsoever, upon written notice to the Permit Holder. The Permit Holder agrees to remove any Work from the state-owned highway right of way as required by WSDOT within thirty (30) calendar days after the date of WSDOT's written notice of suspension, revocation, amendment, or cancellation at the Permit Holder's expense. Should the Permit Holder fail to remove Work as required by WSDOT, it shall be in default of the terms of this Permit. WSDOT may, but is not required to, remove the Work, and the Permit Holder agrees that it shall pay WSDOT's costs, if any, of performing such removal of Work pursuant to Section 31.

## **29. FAILURE TO COMPLY**

In the event the Permit Holder damages the State highway right of way or State property per Section 4; performs unsatisfactory Work as described in Section 13; does not comply with RCW 46.61.655 and fails to clean the highway per Sections 18 and 27; fails to adequately restore, repair or correct any damages as outlined in Sections 19 and 20; or fails to remove Work as required by WSDOT per Section 28, WSDOT reserves the right to perform the necessary Work to the extent necessary for the safe operation and maintenance of the State highway right of way or State property.

WSDOT will notify the Permit Holder in writing of any of the above deficiencies. If the Permit Holder cannot correct the noted deficiency in the time provide by WSDOT's notice, the Permit Holder shall make a written request for WSDOT approval of a time extension in which to remedy the noted deficiency.

## **30. COSTS FOR CORRECTIVE WORK FOR FAILURE TO COMPLY**

WSDOT may perform restoration, repair, or corrective work should the Permit Holder fail to perform according to the terms, conditions, and provisions of this Permit. Should WSDOT deem it necessary that it must perform any restoration, repair, or corrective work, WSDOT may use its forces or a contractor. WSDOT shall provide a detailed invoice to the Permit Holder for the actual direct and related indirect costs associated with the restoration, repair, or corrective work performed. The Permit Holder agrees to and shall make payment to WSDOT within thirty (30) calendar days of invoice date. If the Permit Holder objects to all or any portion of an invoice, it shall immediately notify WSDOT within twenty (20) calendar days from the date of invoice and shall pay that portion of the invoice not in dispute. WSDOT and the Permit Holder shall immediately make every effort to settle the disputed portion.

### **31. COSTS FOR CORRECTIVE WORK FOR FAILURE TO COMPLY**

WSDOT may perform restoration, repair, or corrective work should the Permit Holder fail to perform according to the terms, conditions, and provisions of this Permit. Should WSDOT deem it necessary that it must perform any restoration, repair, or corrective work, WSDOT may use its forces or a contractor. WSDOT shall provide a detailed invoice to the Permit Holder for the actual direct and related indirect costs associated with the restoration, repair, or corrective work performed. The Permit Holder agrees to and shall make payment to WSDOT within thirty (30) calendar days of invoice date. If the Permit Holder objects to all or any portion of an invoice, it shall immediately notify WSDOT within twenty (20) calendar days from the date of invoice and shall pay that portion of the invoice not in dispute. WSDOT and the Permit Holder shall immediately make every effort to settle the disputed portion.

### **32. CULTURAL RESOURCES**

Prior to the Permit Holder performing Work in previously undisturbed areas, the area shall be reviewed for any potential cultural impacts. Further, if the Permit Holder discovers any archaeological or historical resources while performing the Work, the Permit Holder shall immediately stop Work and 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.

### **33. AMERICANS WITH DISABILITIES ACT**

This Permit is subject to all applicable provisions of the Americans with Disabilities Act of 1990 (ADA), 104 Stat. 327, 42 U.S.C. § 12101 *et seq.*, as amended. The Permit Holder agrees that all Work performed shall comply with all applicable ADA requirements.

### **34. ASSIGNMENT OF PERMIT**

This Permit is not assignable or transferable, either in whole or in part.

### **35. OTHER PERMITS, FRANCHISE RIGHTS, AND AGREEMENTS**

This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT, in its sole discretion, from granting other permits or franchise rights of like or other nature to public or private entities or individuals for the use of the state-owned highway right of way, nor shall it prevent WSDOT from using any of its state-owned highway right of way or property, or affect WSDOT's right to full supervision and control over all or any part its property, none of which is hereby surrendered.

## Roadside Vegetation Permit Special Provisions

### Additional provisions selected by WSDOT are indicated with

1. Access to the Work site shall be from the highway shoulder. Vehicle parking and traffic control shall be in accordance with WSDOT-approved traffic control plans.
2. A limited access break is required. The Permit Holder is responsible for contacting WSDOT for such break.
3. Access point(s) shall be gated and locked when not in use. Access points and configurations shall be subject to WSDOT's and, if applicable, the Federal Highway Administration's, prior approval.
4. WSDOT requires that access to the Work area be accomplished only from the Permit Holder's property.
5. No more than \_\_\_\_\_ vehicle(s) will be allowed on the highway right of way at any time.
6. No motorized equipment shall be operated or staged on the highway right of way during the Work. This provision does not apply to hand-operated tools.
7. WSDOT has determined that a mutual benefit exists for removal of certain vegetation. The vegetation is described as: the Work on page 1. If appropriate, WSDOT may assist in traffic control operations for removal of this vegetation, provided the Permit Holder gives WSDOT five (5) workdays advance notice before the date the Work is to be performed
8. The Permit Holder is responsible for control of all noxious weed species pursuant to chapter 17.15 RCW.
9. Stumps of trees removed shall be flush cut with the ground. All cut vegetation shall be disposed of by the Permit Holder.
10. Branches that have been removed shall be chipped and dispersed within the highway right of way at suitable locations as WSDOT directs.
11. Debris shall be removed from the highway right of way and legally disposed of by the Permit Holder
12. Mowing height shall be set at \_\_\_\_\_ inches from ground surface. Mowing shall be performed \_\_\_\_\_ per month during the months of \_\_\_\_\_ through \_\_\_\_\_ each year.
13. Application of any type(s) of pesticides to the highway right of way is prohibited.
14. Application of herbicides to the highway right of way is authorized. Applications shall comply with WSDOT's reviewed vegetation plan. Applicator shall be licensed by the State of Washington for the type of herbicide and application methods used. Herbicide applications shall be recorded in a format that is approved by WSDOT, and copies of the records of each application shall be submitted to WSDOT after each application.
15. Limited Waiver of Tribal Sovereignty: The Permit Holder agrees to waive its sovereign immunity from suit for the limited purpose of permitting WSDOT to enforce the terms of this Permit. This limited waiver of sovereign immunity is solely for the benefit of WSDOT. This limited waiver of sovereign immunity shall not be for, nor shall it be construed as for, the benefit of any other person or entity, and the Permit Holder does not waive its sovereign immunity with respect to any action brought by, or on behalf of, any other entity or person. Jurisdiction over any dispute involving this Permit shall be in the state courts of the State of Washington. *(Use when a Tribe is involved.)*
16. Bond coverage is required to ensure the Permit Holder's proper and timely completion of the Work or to cover the cost of WSDOT's restoration of slopes, slope treatment, topsoil, landscape treatment, drainage facilities, and cleanup of the highway right of way or the restoration, repair, or correction of Work performed by the Permit Holder to ensure a safe operable and maintainable highway right of way should the Permit Holder fail to perform the Work per the terms, conditions, and provisions of this Permit. Bond coverage shall cover WSDOT's cost in accordance with Section 30, "Costs for Corrective Work for Failure to Comply." The Permit Holder shall furnish a Surety Bond, Assignment of Escrow, Certificate of Deposit, Irrevocable Letter of Credit, Check or Money Order to WSDOT in the amount listed herein. If a bond is provided, it shall be written by a surety company authorized to do business in the State of Washington. The surety amount shall be: \_\_\_\_\_. The surety bond or amount shall be held at WSDOT and shall remain in force until all Work under this Permit has (1) received final WSDOT concurrence, if required, and (2) all WSDOT costs, including those costs incurred under Section 30, if any, have been paid by the Permit Holder; thereafter, WSDOT will issue a written release of the surety bond or amount.

Note: No changes may be made to this permit without review by the Office of the Attorney General