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|  | Permit No. | | | | | | Click or tap here to enter text. | | |
| **Applicant – Please print or type all information** | | | | | | | | | |
| Application is Hereby Made For: | | | | General Permit (No Fee) | | | |  |  |
|  |  |  | | General Permit $2.50 (Subject to RCW 47.12.140(2)) | | | |  |  |
| Intended Use of State Right of Way is to Construct, Operate, and Maintain a: | | | | | | | | | |
| Click or tap here to enter text. | | | | | | | | | |
| on a portion of State Route Click or tap here to enter text. (at/from) Mile Post Click or tap here to enter text. to Mile Post Click or tap here to enter text. in Click or tap here to enter text. County, | | | | | | | | | |
| to begin in the Click or tap here to enter text. Section Click or tap here to enter text. Township Click or tap here to enter text. North:Range Click or tap here to enter text. West/East W.M. | | | | | | | | | |
| and end in the Click or tap here to enter text. Section Click or tap here to enter text. Township Click or tap here to enter text. North:Range Click or tap here to enter text. West/East W.M. | | | | | | | | | |
| This Permit is issued pursuant to the applicable terms of RCW 47.32.110 (Roadside Users) and RCW 47.12.140 (Sale of Timber and Removal of Nonmarketable Materials). | | | | | | | | | |
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| Applicant (Referred to as Grantee) | | | | | | Applicant Authorized Signature | | | |
| Click or tap here to enter text. | | | | | | Click or tap here to enter text. | | | |
| Address | | | | | | Print or Type Name | | | |
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| City | | | State | | Zip Code | Title | | | |
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| Telephone | | | | | |
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| Applicant Reference (WO) Number | | | | | | Federal Tax ID Number or Social Security Number | | | |
| **Authorization to Occupy Only if Approved Below** | | | | | | | | | |
| The Washington State Department of Transportation referred to as the “Department,” hereby grants this 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 facilities proposed under this application shall begin within one year and must be completed within three years from date of approval. | | | | | | | | | |
| **For Department Use Only** | | | | | | | | | |
| Exhibits Attached | | | | | | | **Department Approval** | | |
| Click or tap here to enter text. | | | | | | | By: Click or tap here to enter text. | | |
| Click or tap here to enter text. | | |
| Title: Click or tap here to enter text. | | |
| Date: Click or tap to enter a date. | | |
| Expiration Date: Click or tap to enter a date. | | |

**General Provisions**

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

This Permit is issued pursuant to the applicable terms of RCW 47.32.110 (Roadside Users) and RCW 47.12.140 (Sale of Timber and Removal of Nonmarketable Materials).

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 Permittee activity, construction or improvement Work as authorized by this Permit. “Work” under this Permit shall include the use of the state-owned right of way as authorized herein.
2. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting rights of like or other nature to other public or private entities, nor shall it prevent the Department from using any of the state-owned highway right of way or other properties for transportation purposes, or affect the Department’s right to full supervision and control over all or any part of the state-owned highway right of way or properties, none of which is hereby surrendered.
3. The Permittee shall be responsible for compliance with all federal, state, and local laws and regulations.
4. Upon approval of this Permit, the Permittee shall diligently proceed with the Work and comply with all General and Special provisions herein.

DEPARTMENT NOTIFICATION: SURVEY MONUMENTS, HIGHWAY SIGNS, FENCES, LANDSCAPING

1. The Permittee shall contact the Department representative(s), listed in Exhibit A, Special Provisions, two (2) weeks prior to conducting Work, to determine the location of survey control monuments within the area in which the Permittee will be working. In the event any monument or right of way marker will be altered, damaged, or destroyed by the Permittee, the Department, prior to Permittee Work, will reference or reset the monument or right of way marker. During the Work, upon discovery of a monument or right of way marker, the Permittee shall cease Work in that area and immediately notify the Department of the discovery. The Department will coordinate with the Permittee to ensure that the monument or right of way marker is recorded or replaced. The Permittee agrees to pay all Department actual direct and related indirect costs and expenses to perform monument or right of way marker work, pursuant to the provisions of Section 18-Invoice and Payment.
2. In the event any milepost, fence, or guardrail is located within the limits of the Permittee’s Work and will be disturbed during Permittee Work, the Permittee agrees to carefully remove these highway facilities prior to Permittee Work and reset or replace these highway facilities after the Permittee Work, to the Department’s sole satisfaction and at the sole cost of the Permittee. The Permittee shall not remove or disturb any highway signs, traffic control devices, or landscaping unless specifically authorized.

PERMIT EXTENSION, ASSIGNMENT, AND REVOCATION:

1. This Permit may not be extended without the Department’s prior written approval.
2. The Permittee shall not assign or transfer this Permit without the Department’s prior written approval. The Permittee understands that any assignment or transfer requires the assignee or transferee to have the means to assume all obligations, duties, and liabilities of the terms and conditions of this Permit, and the Permittee agrees to advise the assignee or transferee of its obligation to apply for an updated or replacement Permit from the Department.
3. This Permit is granted solely within the discretion of the Department. It may be revoked at will and at any time by giving thirty (30) calendar days written notice to the Permittee. Revocation shall automatically take effect on the thirty-first day without further action by the Department. Permittee acknowledges and agrees that it has no due process or appeal rights should the Department decide, for any reason whatsoever, to revoke this Permit. Thereafter, if the Permittee has not removed its facilities or otherwise fails to return the state property back to its original condition as solely determined by the Department, the Department shall perform such work at the Permittee’s sole cost and expense, and the Permittee shall pay the Department’s actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.
4. Should the Permittee breach any of the conditions or requirements of this Permit, or should the Permittee fail to proceed with due diligence and in good faith with the Work as authorized by this Permit, the Department may revoke the Permit. The Department shall give thirty (30) calendar days written notice to the Permittee, and upon the thirty-first day, this Permit shall be deemed revoked without further action by the Department. Thereafter, if the Permittee has not removed its facilities or otherwise fails to return the state property back to its original condition as solely determined by the Department, the Department shall perform such work at the Permittee’s sole cost and expense, and the Permittee shall pay the Department’s actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.

MODIFICATION OF PERMIT AND/OR WORK:

1. The Department may modify this Permit at any time by giving Permittee written notice. If this Permit is modified, the Permittee will have thirty (30) calendar days from the date of the written notice to modify the Work as required by the Department. If the modifications cannot be made within thirty (30) calendar days, the Permittee shall request the Department, in writing, during the thirty (30) calendar day time period for an extension of time in which to make the modifications. Any extension of time shall be solely within the Department’s discretion.
2. If the Permittee desires to modify this Permit and/or the Work, it shall notify the Department representative(s) listed in Exhibit A, Special Provisions, in writing of all proposed changes for the Department’s prior approval. The Department agrees to provide written acceptance or rejection of the proposed change(s) to the Permittee within Ten (10) business days.
3. Should the Permittee fail or refuse to comply with the Department’s direction pursuant to section 11, the Department will implement section 10 and revoke the Permit.

ADDITIONAL PERMIT OBLIGATIONS

1. The Permittee shall not excavate or place any obstacle within the state-owned highway right of way in such a manner as to interfere with the Department’s construction, operation, and maintenance of the state-owned highway right of way or the public’s travel thereon without the Department’s prior written approval and/or as may be provided in this Permit’s Special Provisions.
2. Upon completion of all Work, the Permittee shall immediately remove all rubbish and debris from the state-owned highway right of way, leaving the state-owned highway right of way in a neat, presentable, and safe condition to the Department’s sole satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect the state-owned right of way, not done within seven (7) calendar days of Work completion, unless the Department approves otherwise, will be done by the Department at the expense of the Permittee. The Permittee agrees to reimburse the Department’s actual direct and related indirect costs and expenses for performing the work pursuant to the provisions of Section 18-Invoice and Payment.
3. The Permittee agrees to maintain, at its sole expense, its Work under this Permit in a manner satisfactory to the Department in the Department’s sole discretion.
4. If the Department determines that emergency maintenance of the Work is required to (a) protect any aspect of the state highway right of way, or (b) secure the safety of the traveling public due to a failure of the Permittee’s Work or its maintenance thereof, the Department may perform the emergency maintenance work without the Permittee’s prior approval, and the Permittee agrees to reimburse the Department’s actual direct and related indirect costs and expenses for performing the emergency maintenance work pursuant to the provisions of Section 18 – Invoice and Payment. The Department will notify the Permittee of the emergency work performed as soon as practicable.

INVOICE AND PAYMENTS

1. If the Department performs work as provided for in this Permit by state forces or its contractor, including but not limited to any modification, repair, clean up or removal of the Work authorized under this Permit:
   1. The Department will assign a reimbursable account to the Permittee as a means of invoicing the Permittee for the costs associated with the work.
   2. The Department will provide a detailed invoice, including direct and related indirect costs, to the Permittee for the work performed by the Department or its contractor(s), and the Permittee agrees to pay the Department within fifteen (15) calendar days of receipt of an invoice.
   3. The Permittee agrees that if payment is not made to the Department as herein agreed, the Department may charge late fees, interest or refer the debt to a collection agency, all in accordance with Washington State Law.

ADDITIONAL REQUIRED PERMITS

1. The Permittee 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 Permittee 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 Permittee, 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 Department 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 Permittee’s failure to (1) obtain any required permit for the Permittee Work or (2) comply with permit conditions.
2. The Permittee hereby certifies that its facilities described in this Permit are in compliance with the Clear Zone Guidelines pursuant to Chapter 1600 of the Department’s Design Manual (M 22-01) and any revisions thereto.

INDEMNIFICATION, WAIVER, VENUE, ATTORNEYS FEES, AND RELOCATION/EMINENT DOMAIN

1. The Permittee, 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, demands, 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 any acts or omissions of the Permittee, its agents, contractors, employees, invitees and/or any other person in the use of the state-owned highway right of way 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 Permittee, its successors and assigns, and its contractors, agents, employees, invitees and/or any other person. The Permittee, 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 (a) the State of Washington, its officers, employees and/or agents, and (b) the Permittee, its agents, contractors, employees, invitees, 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 Permittee, its agents, contractors, employees, invitees, and/or any other person.
2. The Permittee 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 state-owned highway right of way. For this purpose, the Permittee, by MUTUTAL 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.
3. The indemnification and WAIVER provided for in sections 21 and 22 shall survive the termination of this Permit.
4. In the event that the Permittee or the Department deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Permit, the Permittee and Department agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Permittee agrees that it shall be solely responsible for its own attorneys fees and costs and agrees that it shall not seek nor be entitled to recovery of such attorneys fees and costs.
5. **NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN.** The Permittee acknowledges that this Permit does not at any time entitle the Permittee, its successors or assigns, to assistance under the Uniform Relocation and Real Property Acquisition Policy (ch. 8.26 RCW). Further, the revocation or other termination of this Permit shall not be deemed a taking by the state under the laws of eminent domain.