

- No Work under this Permit shall be performed until the Permittee is authorized in writing by letter or by email to begin Work, 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: _____

CONSTRUCTION: RCW 47.32.110

- Upon approval of this Permit, the Permittee agrees to and shall diligently proceed with the Work and comply with all General and Special provisions herein. Construction Work proposed under this Permit shall be completed prior to the expiration date on the face of the Permit Application.
- The Permittee agrees that all Work shall be done to the satisfaction of the Department. All material and workmanship shall conform to the Department's Standard Specifications for Road, Bridge, and Municipal Construction, current edition, and amendments thereto, unless the Department has agreed in writing to a different standard, and shall be subject to Department inspection. All Department inspections of Work within the state-owned highway right of way, are solely for the benefit of the Department and not for the benefit of the Permittee, Permittee's contractor (if any), or any third party.
- The Permittee shall comply with the Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways and the State of Washington modifications thereto (chapter 468-95 WAC), both as amended, while it performs the Work. If the Department requires, the Permittee shall submit a signing and traffic control plan to the Department's representative(s), listed in Special Provision (1), for prior approval. No lane closures shall be allowed, unless the Department's representative(s) listed in Special Provision 1 pre-approves the lane closures in writing.
- The Permittee shall comply with the Department's Highway Runoff Manual (M 31-16) and any revisions thereto, for erosion control and/or to mitigate any erosion that may occur as a result of the Work. If the Permittee's Work alters, modifies, changes, or interferes in any way with the drainage of the state-owned highway right of way, the Permittee shall, at its own expense, make all corrections and/or provisions that the Department requires to fix and restore the state-owned highway right of way drainage to its original condition and function. Should the Permittee not correct the drainage damage, the Department reserves the right to take any and all actions as necessary, including hiring a contractor, to restore the original highway drainage function at the sole cost of the Permittee, and the Permittee agrees, in accordance with section 18 of the General Provisions, to reimburse the Department's actual direct and related indirect costs and expenses for performing the corrective drainage work.
- For Permittee's Work, or portion thereof, 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" (Construction Stormwater General Permit), the Permittee shall obtain said permit coverage and shall comply with all requirements of the Construction Stormwater General Permit. Upon the Department's request, the Permittee shall provide a copy of the Construction Stormwater General Permit. 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 coverage under the Construction Stormwater General Permit for Permittee Work or (2) comply with the Construction Stormwater General Permit requirements.
- Permittee shall provide the Department representative(s), listed in Special Provision (1), with detailed as-built drawings within ninety (90) calendar days of Work completion, if the originally approved Permit construction plans have been revised during the course of construction or if the Department requires modifications.

8. Upon completion of the Work, as proposed in Exhibit X - Plans, the Permittee shall notify the Department's representative(s), listed in Special Provision (1), within ten (10) calendar days to obtain the Department's final inspection of the Work. Should the Department require any changes to the Work, Permittee agrees to make such modification as the Department deems necessary, in its sole discretion. Permittee shall make all such modifications at its sole cost and expense.
9. If the Permittee does not make the Department's required changes and the Department deems it necessary, in its sole discretion, to perform any work related to Permittee's Work, use or occupancy of the state highway right of way or property, whether or not authorized by this Permit, Permittee agrees to pay all Department actual direct and related indirect costs and expenses, pursuant to the provisions of Section 18-Invoice and Payment. of the General Provisions

INSURANCE:

10. The Permittee shall provide 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 \$3 million per occurrence and in the 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 covering the risks of Utility'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. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit or Franchise.