Washington State
Department of Transportation

Application for General Permit

Permit No. _____

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)) Reimb. Acct. _____

Intended Use of State Right of Way is to Construct, Operate, and Maintain a:

_____

_____

_____

_____

on a portion of State Route _____ (at/from) MilePost _____ 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.

Fees in the amount of $ _____ are paid to defray the basic administrative expense incident to the processing of this application according to RCW 47.12.140(2) and amendments. The applicant further promises to pay additional costs incurred by the Department on the behalf of the applicant.

***Checks or Money Orders* are to be made payable to "Washington State Department of Transportation."**

Applicant (Referred to as Grantee) _____

Address _____

City _____ State _____ Zip Code _____

Telephone _____

Applicant Reference (WO) Number _____

Applicant Authorized Signature _____

Print or Type Name _____

Title _____

Dated this _____ day of _____, _____

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

By: _____

_____

Title: _____

Date: _____

Expiration Date: _____

General Provisions

1. The Grantee, its successors and assigns, agrees to protect the State of Washington, its officers and employees and save them harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person, persons, or property by reason of the acts or omissions of the Grantee, its assigns, agents, contractors, licensees, employees or any person whomsoever, in connection with Grantee's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit. In case any suit or action is brought against the State of Washington, its officers and employees, arising out of or by reason of any of the above causes, the Grantee, 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, or employees: PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) the State of Washington's agents or employees and (b) the Grantee or Grantee's agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or the Grantee's agents or employees.

   The Grantee, and on behalf of its assigns, agents, licensees, contractors and employees agrees to waive any claims for losses, expenses, damages or lost revenues incurred by it or its agents, contractors, licensees, employees or customers in connection with Grantee's, its assigns', agents', contractors', licensees' or employees' construction, installation, maintenance, operation, use or occupancy of the right of way or in the exercise of this permit against the State of Washington, its agents or employees except the reasonable costs of repair to property resulting from the negligent injury or damage to Grantee's property by the State of Washington, its agents, contractors or employees.

2. During the progress of the work, such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be properly lighted at night.

3. Except as herein authorized, no excavation shall be made or obstacle placed within the limits of the State highway in such a manner as to interfere with the travel over said road.

4. If the work done under this permit interferes in any way with the drainage of the State highway, the Grantee shall wholly and at its own expense make such provision as the Department may direct to take care of said drainage.

5. On completion of said work herein contemplated, all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the Department.

6. All of the work herein contemplated shall be done to the satisfaction of the Department, and all costs incurred by the Department shall be reimbursed by the Grantee.

7. The Department hereby reserves the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors and assigns.

8. All such changes, reconstruction, or relocation by the Grantee shall be done in such manner as will cause the least interference with any of the Department's work, and the Department shall in no wise be held liable for any damage to the Grantee by reason of any such work by the Department, its agents or representatives, or by the exercise of any rights by the Department upon roads, streets, public places, or structures in question.

9. This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Department from granting other permits or franchise rights of like or other nature to other public or private companies or individuals, nor shall it prevent the Department from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

10. The Department may revoke, amend, or cancel this permit or any of the provisions thereof at any time by giving written notice to the Grantee. The Grantee shall immediately remove all facilities from the right of way. Any facilities remaining upon the right of way 30 days after written notice of cancellation shall be removed by the Department at the expense of the Grantee.

11. The party or parties to whom this permit is issued shall maintain at its or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the Department.

12. Upon approval of this permit the Grantee shall diligently proceed with the work and comply with all provisions herein.

13. This permit is subject to all applicable provisions of RCW 47.32, RCW 47.40 and/or RCW 47.12.140(2) and amendments thereto.

14. The Grantee hereby certifies that the facilities described in this permit are in compliance with the Control Zone Guidelines.