



Name and Address of Applicant:		Permit Number: TSP -	
		State Route:	Mile Post: Left Right
		Region	Maintenance Area
Email:	Phone:	Highway Access Control: Limited Access - Interstate Limited Access - Non-Interstate Managed Access	
Transit Stop Includes a Transit Shelter      Yes      No			

Public Land Survey System (PLSS)      1/4 of the      1/4 of Section      Township      N, Range      E      W

The Washington State Department of Transportation hereinafter referred to as "WSDOT," the Transit Stop Permit applicant is hereinafter referred to as the "Agency," and the Transit Stop is hereinafter referred to as the "Facility." This Transit Stop Permit is being issued by WSDOT only for transit stops located on limited access state highways, or managed access state highways outside of incorporated cities or towns.

The Transit Stop Facility shall not exceed 1,000 square feet in size within the state highway right of way, with or without a transit stop shelter; otherwise a WSDOT prepared Air Space Lease will be required. The 1,000 square feet includes structures such as standing pads, shelter pads with or without a shelter whichever is greater in size, and any sidewalks or pathways that are integral to the transit stop. It does not include the roadway pavement for the stopped transit vehicles, utilities, or sidewalks or pathways that are part of the state highway system.

WSDOT is issuing this permit contingent on the Agency having conducted a field review of the proposed location of the transit stop Facility and the Agency has determined that the Facility is accessible to receive and discharge passengers; further, the Agency acknowledges its field review took into account sight distance considerations, highway's posted speed limit, proximity to nearby intersections and driveways, pedestrian and bicycle accessibility to and from the Facility, highway shoulder width, any obstructions, and available pedestrian lighting. The Agency and WSDOT affirm that the proposed transit stop Facility is in compliance with WAC 468-46-010 addressing safety and operational issues when the transit stop Facility is located within the state highway.

WSDOT, in recognition of the Agency's authority to receive and discharge passengers on the state highway system on limited access facilities or on managed access facilities outside of incorporated cities and towns pursuant to RCW 46.61.560 and WAC 468-46-010, but subject to RCW chapters 47.50 and 47.52 will permit the Agency to construct, operate, upgrade, and maintain the transit stop Facility at the above described location in exchange for the highway safety and operational benefits received, provided that the Agency accepts all the terms, provisions, and exhibits attached hereto and by this reference made a part of this permit, as follows:

- Exhibit A: Right of Way Sheet or Vicinity Map
- Exhibit B: Facility Site Plan
- Exhibit C: Special Provisions (if any)
- Additional Notes and/or Exhibits:

By signing below the Agency accepts the terms, provisions, and exhibits attached to and made a part of this permit

AGENCY		WSDOT	
Print Name:		Print Name:	
Print Title:		Print Title:	
Signature:	Date:	Signature:	Date:

## GENERAL PROVISIONS

1. Upon issuance of this Permit, the Agency shall diligently proceed with the work authorized and comply with all applicable laws, regulations, and the provisions listed below. No new construction or reconstruction of the Facility is allowed without prior written approval of WSDOT.
2. This Permit shall automatically terminate, unless the construction work authorized is: (a) started within ninety (90) consecutive calendar days from issuance of this Permit and is completed within one hundred twenty (120) calendar days from Permit issuance; or (b) if a different time period is specified in Exhibit C; or (c) WSDOT has granted a written extension of time in which to complete the construction. In addition, the Agency shall not begin construction unless a preconstruction conference is held in accordance with Section 5.
3. WSDOT, at its discretion, reserves the right to perform engineering and/or inspection services (work) before, during, and after construction of the Facility in order to ensure compliance with the terms and conditions of this Permit. Any WSDOT work performed pursuant to this provision shall be solely for the benefit of WSDOT and not for the benefit of any third party or the Agency; further, WSDOT shall not be obligated to perform any work or make safety inspections related to the Agency's improvements or the construction of the Facility. If WSDOT performs work under this section, the Agency agrees to and shall reimburse WSDOT for all actual direct and related indirect costs incurred by WSDOT and shall make payment for such work within thirty (30) calendar days from receipt of a detailed invoice from WSDOT. At the request of the Agency, WSDOT will provide supporting documentation as to the necessity of any WSDOT work performed under this section.
4. The Agency shall construct the Facility in conformance with the plans as shown on Exhibit B at the Agency's sole expense. Any changes to the plans contained in Exhibit B and located on the state highway right of way must be approved by WSDOT in writing prior to constructing the changes. Further, should the Facility require any type of utility service, the Agency shall comply with or ensure that the utility service provider complies with chapter 47.44 RCW (Franchises on State Highways).
5. If requested by WSDOT, a preconstruction conference must be held within ten (10) working days at which WSDOT, the Agency, and the Agency's contractor (if applicable) shall be present.
6. The Agency shall notify WSDOT in writing or email, not less than three (3) working days in advance of commencing construction of the Facility within state highway right of way.
7. Should the Agency choose to perform the work outlined herein with other than its own forces, a representative of the Agency shall be present on-site during working hours unless otherwise agreed to by WSDOT in writing. All contact between WSDOT and the Agency's contractor shall be through an authorized representative of the Agency. The Agency, at its own expense, shall adequately police and supervise construction of the Facility by itself, its contractor, subcontractor, or agent, and others, so as not to endanger or injure any person, the traveling public, or state highway facilities or right of way.
8. During the construction and/or maintenance of the Facility, the Agency shall comply with the current edition of the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) and WSDOT's modifications thereto. If determined necessary by WSDOT, the Agency shall submit a traffic control plan to WSDOT's representative for approval prior to construction or maintenance of the Facility. No lane closures shall be allowed except as approved by WSDOT.
9. Work within the state 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 performed on the state 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 in writing. See the applicable Exhibits for variances to the working days and hours and other pertinent information.
10. If any Agency work or maintenance authorized by this Permit interferes in any way with the construction, reconstruction, operation, and maintenance of the highway facility, and/or interferes with or is a danger to the traveling public, the Agency shall wholly and at its own expense make such provisions as WSDOT may direct to fully mitigate the impacts.
11. If any Agency work interferes in any way with the drainage of WSDOT highway facility and right of way, the Agency shall wholly and at its own expense make such provisions as WSDOT may direct to fully mitigate the drainage impacts.
12. The Agency hereby certifies that the Facility, as designed, is in compliance with WSDOT's Clear Zone Guidelines, or that a variance from said requirements has been approved by WSDOT in writing.
13. The Agency shall be responsible for obtaining all necessary Federal, State, and Local permit's required for construction of the Facility prior to beginning construction.
14. The Agency shall comply with chapter 27.53 RCW, Archaeological Sites and Resources. If any archaeological or historical resources are discovered during the construction of the Facility, the Agency shall immediately stop work, notify WSDOT, and retain a qualified archaeologist who shall evaluate the site and make recommendations to WSDOT, regarding the continuance of work.
15. Upon completion of the work, the Agency shall immediately remove all rubbish and debris from the state highway right of way, leaving it in a neat and presentable condition to the sole satisfaction of WSDOT. The Agency agrees to take immediate corrective action if directed by WSDOT.
16. Should the Agency decide not to complete the Facility or the Agency unreasonably delay the completion of the Facility

after construction has begun, WSDOT shall determine what work must be completed to restore state highway facilities and right of way to a condition and configuration that is safe for public use. The Agency agrees that all costs associated with restoring the state highway right of way will be the sole responsibility of the Agency. If the Agency is not able to restore the state highway right of way to the sole satisfaction of WSDOT, WSDOT may perform or use a contractor to perform the restoration work at the Agency's expense. The Agency agrees to reimburse WSDOT within thirty (30) calendar days after receipt of a detailed WSDOT invoice.

17. The Facility placed within the state highway right of way by the Agency shall be owned by and remain the property of the Agency. The Agency shall give thirty (30) calendar days prior written notice (or less if mutually agreed) of its intent to remove all or any portion of the Facility that the Agency has determined is no longer necessary. The Agency shall submit a plan, schedule, and traffic control plan for the removal. Upon removal of the Facility, the Agency shall restore the state highway facilities and right of way to its condition prior to installation of the Facility.

18. If WSDOT, in its sole discretion, determines that any portion or all of the Facility must be modified, removed or relocated from the state highway right of way as being necessary for the construction, reconstruction, repair, improvement, alteration, relocation, or maintenance of the state highway, or for the safety of the traveling public, the Agency, shall at its sole cost and expense, modify, relocate or remove any portion or all of the Facility, upon ninety (90) calendar days written notice (or less if mutually agreed). The Agency shall submit a plan, schedule, and traffic control plan for the work. The Agency shall timely perform all Facility modifications, relocation and/or removal as WSDOT directs to avoid highway project delays and in such manner as will cause the least interference with the continued operation and/or maintenance of the highway. The Agency agrees and acknowledges that if WSDOT requires the removal of the Facility from WSDOT highway right of way, such action does not constitute a taking under eminent domain law or make the Agency eligible for relocation assistance under the Uniform Relocation Assistance and Real Right of Way Acquisition Policies Act of 1970 as amended.

19. Should the Agency fail or refuse to comply with WSDOT's direction to modify, remove, or relocate the Facility pursuant to Section 18, WSDOT may perform the work by its own forces or by use of a contractor, and the Agency agrees to fully reimburse the costs incurred by WSDOT within thirty (30) calendar days after receipt of a detailed WSDOT invoice.

20. If WSDOT determines in good faith that emergency maintenance work to the Facility is immediately needed to protect any aspect of the state highway facility or right of way, or to protect the safety of the traveling public, such work may be performed by WSDOT without prior approval of the Agency, and the Agency agrees to pay WSDOT's cost for performing the work within thirty (30) calendar days after receipt of a detailed WSDOT invoice. At the request of the Agency, WSDOT will provide supporting documentation as to the necessity of any work performed under this section and the reasonability of the costs.

21. The Agency shall obtain and keep in force the following insurance policies:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, under ISO form CG 00011207 or its equivalent, with a limit of not less than \$2 million per occurrence/\$4 million general 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 \$2 million per accident;
- c) Employers Liability (Stop Gap) insurance covering the risks of Agency'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.

22. These minimum insurance limits shall remain in effect for the duration of this Permit and the Agency may not make changes to the coverages without WSDOT's prior written approval. Upon request by WSDOT, the Agency shall provide proof of said coverage within seven (7) calendar days of the request.

23. WSDOT together with all of its officers, employees, and elected officials, (together "Additional Insureds") shall be included as additional insureds under all policies and coverages specified in this Section pursuant to ISO form CG 20101185, or its equivalent approved in advance by WSDOT. Said insurance coverage shall be primary and noncontributory insurance with respect to the insureds, WSDOT and the Additional Insureds. All policies shall also contain a Waiver of Subrogation made in favor of WSDOT and the Additional Insureds. Any insurance or self-insurance beyond that specified in this Permit that is maintained by WSDOT shall be in excess of such insurance and shall not contribute with it. All insurance coverage required by this Section shall be written and provided by "occurrence-based" policy forms rather than by "claims made" forms.

24. The Agency may comply with these insurance requirements through a program of self-insurance that meets or exceeds these minimum limits. The Agency must provide WSDOT with adequate documentation of self-insurance prior to performing any work within state highway right of way. Should the Agency no longer benefit from a program of self-insurance, the Agency agrees to promptly obtain insurance as provided above. A forty-five (45) Calendar Day written notice shall be given to prior to termination of or any material change to the policy(ies) as it relates to this Permit.

25. The Agency, its successors and assigns, shall protect, save, and hold harmless WSDOT, its authorized agents and employees, from all claims, actions, costs, damages (both to persons and/or property), or expenses of any nature

whatsoever by reason of the acts or omissions of the Agency, its agents, invitees, contractors, employees, or any person whomsoever, arising out of or in connection with any acts or activities related to this Permit. The Agency further agrees to defend WSDOT, its agents or employees, in any claim, action, and/or litigation, including payment of any judgments, settlements, awards, costs or attorney's fees, for any claim, litigation or action commenced, arising out of, or in connection with acts or activities related to this Permit. This obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT or its authorized agents or employees; provided that, if the claims or damages are caused by or result from the concurrent negligence of (a) WSDOT, its agents or employees and (b) the Agency, its agents, contractors, invitees employees, or any person whomsoever, 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 Agency or its agents, contractors, invitees, employees, or any person whomsoever.

26. The Agency agrees that its obligations under this Section extend to any claims, demands, damages, expenses, regulatory fines, and/or suits brought by, on or behalf of, any of its employees or agents while performing construction, operation, and/or maintenance under this Permit while located on state highway right of way. For this purpose, the Agency, by mutual negotiation, hereby waives with respect to WSDOT only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions chapter 51.12 RCW. This indemnifications and waiver shall survive the termination of this Permit.

27. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting rights of like or other nature to other persons or entities, nor shall it prevent WSDOT from using any of its highway facilities, rights of way, or other WSDOT owned property, or affect its right to full supervision and control over all or any WSDOT owned property, none of which is hereby surrendered.

28. Should the Agency breach any of the terms and conditions of this Permit, or fail to proceed with the construction, operation, repair and/or maintenance of the Facility, WSDOT, in its sole discretion, shall have the right to terminate this Permit. Upon termination of this Permit, the Agency shall remove all or part of the Facility at the Agency's sole expense as WSDOT directs.

29. No assignment or transfer of this Permit in any manner whatsoever shall be valid, nor vest any rights hereby granted, unless WSDOT consents to the assignment or transfer in writing and the assignee or successor accepts all terms of this Permit.

30. The Agency shall perform or cause to be performed at its sole expense all Facility maintenance, which includes but is not limited to cleaning the Facility and state-owned right of way, litter removal, repair, graffiti removal, vandalism repair, and snow and ice removal in accordance with the Agency's maintenance policies. WSDOT will notify the Agency of any maintenance requirements unique to the location of the Facility as it relates to the state highway facility and right of way. WSDOT reserves the right to periodically inspect the Facility to the extent that its condition affects the state-owned highway facility and right of way; such inspections are solely for the benefit of WSDOT and not the Agency or any third party. WSDOT shall provide written notice to the Agency that details deficient Facility maintenance that affects the state-owned facility and right of way. The notice will set a reasonable period of time in which corrective maintenance and/or repair action must be taken, and the Agency agrees to perform such repair and/or maintenance. If the Agency does not perform the corrective maintenance and/or repair within the specified time period, WSDOT may perform the maintenance and/or repair, and the Agency agrees to pay WSDOT's cost for performing the work within thirty (30) calendar days after receipt of a detailed WSDOT invoice. At the request of the Agency, WSDOT will provide supporting documentation as to the necessity of any maintenance and/or repair work performed by WSDOT and the reasonability of the costs.

31. The Agency shall comply with all federal, state and local laws, including RCW 47.12.120(4) (requires payment for commercial advertising) and chapter 47.42 RCW (Scenic Vistas Act) and regulations for advertising signs.

32. The Agency employees, contractors, or agents must wear or deploy appropriate Personal Protective Equipment (PPE), such as, but not limited to reflective safety vests when conducting work at the Facility.

33. If the Agency is required to make payments pursuant to a WSDOT invoice, Agency shall mail its payments to WSDOT at the following address:

Washington State Department of Transportation  
Attn, State Traffic Engineer/Traffic Operations  
310 Maple Park Ave SE  
Olympia, WA 98501