## Washington State Department of Transportation

# General Permit (Application and Permit)

Applicant (hereinafter referred to as Permit Holder)					Permit Number <b>GP</b>		
Address						State Route	
City	State	Z	ip Code		Begin Milepost (if ap Left Right	pplicable) End Milepost (if applicable Left Right	
Phone Number		FED	ID/SWV #			Region	
Email						County	
Project Name (if applicable)						L	
Public Land Survey System (F	PLSS)						
At or begins at	NE 1/4 NV	V 1/4	SW 1/4 S	SE 1	1/4 Section	Township	Range
and if applicable ends at	NE 1/4 NV	V 1/4	SW 1/4 S	SE 1	1/4 Section	Township	Range
This General Permit shall appl WSDOT jurisdiction and includ by WSDOT. (RCW 47.24.020	des all Work th	at will	be WSDOT's re	spo	onsibility to maintain		-
Intended Use of WSDOT High	way Right-of-	Way (h	ereinafter referr	ed	to as the "Work"):		
The Washington State Depart	ment of Trans	oortatic	on hereinafter w	ill b	e referred to as "WS	DOT." WSDC	OT will allow the Permit Holder
to construct, upgrade, use, an and exhibits attached hereto a	d/or maintain	the Wo	ork described ab	ove	e provided the Permi		
Exhibit "A": General Permit Sp	ecial Provisio	ns		Е	xhibit "E":		
Exhibit "B": Right of Way Shee	et and/or Vicin	ity Map	)	Е	xhibit "F":		
Exhibit "C":							
Exhibit "D":							
		all the	terms, provisior	n, and exhibits attached to and made a part of this permit.			· · ·
	nit Holder			WSDOT Approval			pproval
Print Name				P	rint Name		
Print Title				P	rint Title		
Signature				Signature			
Date				Date			
				E	xpiration Date		

# **General Provisions**

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

### 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 Permit Holder activity, construction or improvement Work as authorized by this Permit. "Work" under this Permit shall include the use of WSDOT-owned right-of-way as authorized herein.
- 2. The Permit Holder shall be responsible for compliance with all applicable federal, state, tribal and local laws, ordinances and regulations, that affect work being performed pursuant to this Permit. The Permit Holder shall defend and indemnify WSDOT and the State of Washington against any claims that may arise because the Permit Holder (or any of its employees or subcontractors) violated a legal requirement.
- 3. The Permit Holder agrees that all Work shall be performed and completed to the satisfaction of WSDOT. All material and workmanship shall conform, in the sole discretion of WSDOT, to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition and amendments thereto, unless WSDOT has agreed in writing to a different standard, and shall be subject to WSDOT inspection. All WSDOT inspections of Work within WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, are solely for the benefit of WSDOT and not for the benefit of the Permit Holder, Permit Holder's contractor (if any), or any third party.
- 4. Upon approval of this Permit, the Permit Holder agrees to and shall diligently proceed with the Work and comply with all of the terms, provisions, and exhibits attached herein. Unless specified otherwise by WSDOT, or agreed to in writing by WSDOT, the work authorized by this Permit shall begin, be completed, or shall expire by the dates as agreed to by this Permit and its provisions, as indicated on page 1.

#### **RIGHT OF ENTRY NON-EXCLUSIVE**

5. Subject to the terms of this Permit, WSDOT hereby grants to the Permit Holder, its authorized agents, contractors, subcontractors, and employees, a right of entry upon WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, onto which access is necessary to construct, operate and/or maintain the completed Work.

If WSDOT has approved any limited access breaks, or inner corridor access breaks, for the Work, the Permit Holder shall strictly comply with the terms and conditions of such approval.

#### WSDOT NOTIFICATION: SURVEY MONUMENTS, HIGHWAY SIGNS, FENCES, LANDSCAPING

- 6. Unless authorized by WSDOT or other affected property owner in writing, the Permit Holder shall assure that all public and private property, including but not limited to traffic signal equipment, signs, guide markers, lane markers, fences, mailboxes, guardrail, barriers, and utilities, are not impacted, damaged, destroyed, or removed. If any such property is damaged, destroyed, or removed without prior written authorization, the Permit Holder shall notify WSDOT's representative immediately of such impact, damage, destruction or removal. The Permit Holder shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to WSDOT's sole satisfaction.
- 7. 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 agrees that resetting Survey Monuments shall be the sole responsibility, and at the sole expense, of the Permit Holder. Such resetting of any Survey Monument shall be performed by or under the direct supervision of a Licensed Professional Land Surveyor. The Permit Holder shall notify WSDOT in writing within ten (10) calendar days of any Survey Monument to its original place and condition at the Permit Holder's sole expense within ten (10) calendar days of its disturbance, damage or destruction.

If Permit holder does not perform the resetting work as required herein, WSDOT may perform such work and the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 27 – Invoice and Payments, herein. If WSDOT chooses not to make the repairs, WSDOT may initiate an action to revoke this Permit.

A listing of Survey Monuments can be found at the WSDOT's Geographic Services Office Website: http://www.wsdot.wa.gov/monument/searchBroad.aspx

#### DISTURBANCE OF EXISTING RIGHT-OF-WAY VEGETATION

8. Unless otherwise authorized by WSDOT's representative in writing prior to the start of any Work, this Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative or landscaping material located on WSDOT owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction. Should the Permit Holder anticipate that its' Work will alter the appearance of WSDOT-owned highway right-of-way vegetation or landscaping material, the Permit Holder shall notify the WSDOT representative listed in Special Provision 1 to obtain WSDOT's prior written approval of the Permit Holder's proposed Work. If WSDOT allows the Permit Holder to modify WSDOT-owned highway right-of-way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that WSDOT-owned highway right-of-way vegetation and landscaping material appearance of WSDOT-owned highway right-of-way vegetation and landscaping without WSDOT's prior written approval to penalties provided for in RCW's 47.40.070, 47.40.080, and 4.24.630, as applicable.

### **REMOVAL OF TIMBER**

9. This Permit is issued pursuant to the applicable terms of RCW 47.12.140 (Severance and Sale of Timber and other personalty - Removal of nonmarketable materials). This Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut or remove any trees or timber located on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction without prior written approval from WSDOT.

### MERCHANDISING

10. 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 therefore has first been obtained from WSDOT. 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.

### **EROSION CONTROL AND DRAINAGE**

- 11. All discharges to WSDOT right-of-way or upon WSDOT highway right-of-way under WSDOT jurisdiction, if allowed, shall conform to State and Local water quality regulations and shall meet WAC 173-201A (Water Quality Standards for Surface Waters of the State of Washington).
- 12. During construction of this work, the Permit Holder shall comply with all provisions of the WSDOT Highway Runoff Manual, or WSDOT approved equivalent plan, and implement Best Management Practices (BMP's) to mitigate erosion.

#### **CULTURAL RESOURCES**

13. If any archaeological or historical resources are revealed in the Work vicinity, the Permit Holder shall immediately STOP Work, 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.

### COMPLIANCE WITH CLEARZONE GUIDELINES

14. The Permit Holder hereby agrees that the Work described in this permit is in compliance with WSDOT's Clear Zone Guidelines pursuant to Chapter 1600 of WSDOT's Design Manual (M 22-01) and any revisions thereto. For any Work performed on a managed access state highway within an incorporated city or town, the Permit Holder may use the applicable city or towns clear zone guidelines if the city or town has their own published clear zone guidelines.

#### PERMIT EXTENSION AND ASSIGNMENT

- 15. The expiration date of this Permit may not be extended without WSDOT's prior written approval.
- 16. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting permits or franchise rights; or entering into other agreements with other public or private companies or individuals, nor shall it prevent WSDOT from using any of its highways, 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.

#### MAINTENANCE DEFICIENCIES

17. The Permit Holder shall correct any maintenance deficiency related to, or contributed to in any way by, the Work within thirty (30) consecutive calendar days upon receiving written notice of such deficiency from WSDOT, unless WSDOT authorizes in writing a different time period. Should the Permit Holder fail to correct a deficiency within the prescribed time period after receiving written notice of the deficiency from WSDOT, WSDOT reserves the right to perform the necessary maintenance work to preserve WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction or for the protection of the traveling public including bicycles or pedestrians. If WSDOT performs maintenance work as provided herein, the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. It WSDOT chooses not to make the repairs; WSDOT may initiate an action to revoke this Permit.

#### INTERFERENCE WITH OTHER PROJECTS

18. The Permit Holder agrees to schedule and perform the Work herein in such a manner as not to interfere with any WSDOT maintenance or other activities on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, including any WSDOT authorized construction activities that may be occurring in the general vicinity of the Work authorized by this Permit.

#### INSURANCE

19. Insurance (Applicable on a case by case basis)

The Permit Holder shall provide proof of insurance coverage prior to performing any Work within State-owned highway right of way, as follows:

- 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 \$5 million per occurrence
  and in the aggregate; OR
- 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; OR
- Employers Liability covering the risks of Permit Holder'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.

WSDOT and the State shall be expressly named as an additional insureds under these general liability and automobile liability policies, by endorsing these policies with form CG2010 1185 or CA2048 (as appropriate), which shall contain no additional limitations with respect to completed operations or ongoing operations coverages, nor shall there be any limitation with respect to the negligence of WSDOT and the State. These policies shall be primary and non-contributory with respect to WSDOT and the State, and shall contain a waiver of subrogation in favor of WSDOT and the State. The Permit Holder shall furnish WSDOT proof of these insurance requirements prior to performing any Work under the Permit. 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.

#### MODIFICATION OR REVOCATION OF THE PERMIT BY WSDOT

20a. Modification: If this Permit is modified in writing by WSDOT, the Permit Holder will have thirty (30) calendar days from the date of the written notice to modify the Work as required by WSDOT. If the modifications cannot be made within thirty (30) calendar days, the Permit Holder shall request from WSDOT, in writing, during the prescribed time period, an extension of time in which to make the modifications. Any extension of time shall be made in writing and is solely within WSDOT's discretion.

Should the Permit Holder breach any of the conditions or requirements of the permit or if WSDOT determines that emergency maintenance of the Work is required to (1) protect any aspect of the state highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, or (2) secure the safety of the traveling public due to a failure of the Permit Holder's Work or its maintenance thereof, WSDOT may perform the emergency maintenance work without the Permit Holder's prior approval, and the Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the emergency maintenance work pursuant to the provisions of Section 27 - Invoice and Payments. WSDOT will notify the Permit Holder of the emergency work performed as soon as practicable.

- 20b. Revocation: If the Permit is revoked and the Permit Holder fails to return the property back to its original condition, as solely determined by WSDOT, WSDOT shall perform such Work at the Permit Holder's sole cost and expense, and the Permit Holder shall reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 27 Invoice and Payments.
- 20c. Plan Corrections: WSDOT reserves the right to require changes or corrections due to plan omissions or details not in conformance with WSDOT's Standard Specifications, Standard Plans, Design Manual, or Project Special Provisions.

#### MODIFICATION OF THE PERMIT BY THE PERMIT HOLDER

21. If the Permit Holder desires to modify this permit and/or the Work, it shall notify the WSDOT Representative listed in Exhibit A, Special Provisions, in writing of all proposed changes for WSDOT's prior written approval. WSDOT agrees to provide written acceptance or rejection of the proposed change(s) to the Permit Holder within Ten (10) business days.

#### **ADDITIONAL PERMIT CONDITIONS**

- 22. The Permit Holder shall not excavate or place any obstacle within the limits of state highway right-of-way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the State Highway right-of-way or the public's travel thereon without WSDOT's prior written approval and/or as may be provided in this Permit.
- 23. Upon completion of all Work, the Permit Holder shall immediately remove all rubbish and debris from WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, leaving WSDOT right-of- way in a neat, presentable, and safe condition, to WSDOT's sole satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, not done within seven (7) calendar days of Work completion, will be done by WSDOT at the expense of the Permit Holder, unless otherwise approved in writing by WSDOT prior to the expiration of the (7) day period.

The Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 27 - Invoice and Payments.

- 24. The Permit Holder agrees to maintain, at its sole expense, its Work under this Permit in a manner satisfactory to WSDOT, in WSDOT's sole discretion.
- 25. WSDOT shall in no way be held liable for any damage to the Permit Holder by reason of any such work by or authorized by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT upon roads, streets, public places, or structures in question.

#### **EXTENSION OF THE EXPIRATION DATE**

26. If requested by the Permit Holder, the Expiration Date of this Permit may be extended by WSDOT after review of the contributing circumstances.

#### INVOICE AND PAYMENTS

- 27. If WSDOT deems it necessary to perform Work as provided for in this Permit by WSDOT forces or its' contractor, including but not limited to any modification, repair, clean up or removal of the Work authorized under this Permit:
  - a. WSDOT will assign a reimbursable account to the Permit Holder as a means of invoicing the Permit Holder for the costs associated with the Work performed by WSDOT.
  - b. WSDOT will provide a detailed invoice, including direct and related indirect costs, to the Permit Holder for the Work performed by WSDOT or its contractor(s), and the Permit Holder agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
  - c. The Permit Holder agrees that if payment is not made to WSDOT as herein agreed, WSDOT may charge late fees, interest and/or refer the debt to a Collection Agency, all in accordance with Washington State Law.

#### **OTHER PERMITS AND APPROVALS**

28. The Permit Holder 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 Permit Holder 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 Permit Holder, 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, WSDOT 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 Permit Holder's failure to (1) obtain any required permit for the Permit Holder Work or (2) comply with permit conditions.

#### INDEMNIFICATION, WAIVER, VENUE, AND ATTORNEYS FEES

- 29. The Permit Holder, 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, suits, demands, actions for 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, or alleged to arise out of or are incident to, any acts or omissions of the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person in the use of the WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction 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 Permit Holder, its successors and assigns, and its contractors, subcontractors, agents, employees, invitees and/or any other person. The Permit Holder, 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 (1) the State of Washington, its officers, employees and/or agents, and (2) the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns 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 Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person.
- 30. The Permit Holder 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 WSDOT-owned highway right of way or upon state highway right of way under WSDOT jurisdiction. For this purpose, the Permit Holder, 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.
- 31. The indemnification and waiver provided for in Sections 29 and 30 shall survive the termination of this Permit.
- 32. In the event that the Permit Holder or WSDOT deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Permit, the Permit Holder and WSDOT agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Permit Holder agrees that it shall be solely responsible for its own attorney's fees and costs and agrees that it shall not seek nor be entitled to recovery of such attorney's fees and costs.

#### NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN

33. The Permit Holder acknowledges that this Permit does not at any time entitle the Permit Holder, its successors or assigns, to assistance under the Relocation Assistance - Real Property Acquisition Policy (Chapter 8.26 RCW). Further, the revocation or other termination of this Permit shall not be deemed a taking by WSDOT under the laws of eminent domain.

Projects on State Highways by Private Developer

#### General Permit No. NWK-2335-DEV

These Special Provisions, in no way, relieve the responsibility of the DEVELOPER or their Contractor(s) to meet other requirements of the Standard Specifications, Standard Plans or Design Manual.

#### Applicable provisions are denoted by $(\boxtimes)$

□ 1. DEPARTMENT REPRESENTATIVE/NOTICE TO PROCEED. No work provided for herein shall be performed until the DEVELOPER is authorized by the following Department representative:

Mike Rudd, WSDOT Construction Representative WSDOT Northwest Region NB82-240 15700 Dayton Avenue North PO Box 330310 Seattle WA 98133-9710 206-327-1877 RUDDMIC@wsdot.wa.gov

- 2. **PRE-CONSTRUCTION CONFERENCE.** Prior to the beginning of construction, a Pre-construction Conference shall be held at which the DEPARTMENT Representative, the DEVELOPER Representative(s), and DEVELOPER's contractor shall be present.
- 3. DEVELOPER REPRESENTATIVE. Should the DEVELOPER choose to perform the work outlined herein with other than his own forces, a representative of the DEVELOPER shall be available at all times unless otherwise agreed to by the DEPARTMENT representative. All contact between the DEPARTMENT and the DEVELOPER's contractor shall be through the representative of the DEVELOPER. Where the DEVELOPER chooses to perform the work with its own forces, it may elect to appoint one of its own employees engaged in the construction as its representative. The DEVELOPER at its own expense shall adequately police and supervise all work on the above-described project by itself, its contractor, subcontractor, agent and others, so as not to endanger or injure any person or property.
- 4. PERMITS FROM OTHER AGENCIES. The DEVELOPER shall be responsible for obtaining any necessary Federal, State, and Local Permits including, but not limited to the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, U.S. Army Corps of Engineers, and the National Environmental Policy Act (NEPA) prior to the beginning of construction.
- 5. DOCUMENTS ON SITE. Copies of this Permit, protected from the elements at all times during any construction authorized by said Permit, shall be kept at the DEVELOPER's Project Construction Office and by the Contractor's Representative(s) at the Job site. The Permit shall be shown upon request to any DEPARTMENT Representative or Law Enforcement Officer. If the Permit Package is not kept and made available at the work site, the work shall be suspended.

#### **6.** PLAN CHANGES.

- **DEVELOPER PROPOSALS.** Changes to any Approved Plan (including, but not limited to: Civil, Channelization, Electrical, Traffic Control, and Temporary Erosion and Sediment Control), Project Special Provisions, or the Provisions of the General Permit are not allowed without prior approval from the DEPARTMENT's Representative.
- **DEPARTMENT REQUIRED CHANGES OR CORRECTIONS.** The DEPARTMENT reserves the right to require changes or corrections due to plan omissions or details not in conformance with the Standard Specifications, Standard Plans, Design Manual, or Project Special Provisions.
- 7. DELAY TO DEPARTMENT CONTRACTS. (Applicable to Projects adjacent to DEPARTMENT Construction Projects). The DEVELOPER agrees to schedule the work herein referred to and perform said work in such a manner as not to delay the DEPARTMENT's contractor in the performance of their contract. The DEPARTMENT shall in no way be held liable for any damage to the DEVELOPER 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.
- 8. ARCHAEOLOGICAL/HISTORICAL FINDINGS. (Applicable to City Projects within Limited Access Areas and all County Projects). If any archaeological or historical resources are revealed in the work vicinity, the DEVELOPER shall immediately stop work, notify the DEPARTMENT's Representative, retain a qualified Archaeologist who shall evaluate the site, and make recommendations to the DEPARTMENT Representative regarding the continuance of work.
- 9. SURVEY MONUMENTS. The DEVELOPER shall not disturb, remove, or destroy any existing Survey Monument before obtaining a Permit from the Washington State Department of Natural Resources (DNR). Resetting Survey Monuments shall be done by or under the direct supervision of a Licensed Professional Engineer or a Licensed Professional Land Surveyor. A listing of Survey Monuments can be found at the DEPARTMENT's Geographic Services Office Website: (http://www.wsdot.wa.gov/monument/searchBroad.aspx).
- 10. PROTECTION OF PUBLIC AND PRIVATE PROPERTY. The DEVELOPER shall assure that all Public and Private Property including but not limited to Electrical Equipment, Signs, Guide Markers, and Survey Monuments, on or near the project is not damaged, destroyed, or removed. If any such property is disturbed, the DEPARTMENT's Representative shall be notified within eight (8) hours. Any Private or Public Property that is damaged, removed, relocated or rendered less functional shall be replaced, repaired, or fully restored to the satisfaction of the Representative. Construction shall be in conformance with the DEPARTMENT's Standard Specifications, Standard Plans, Design Standards,

or Project Special Provisions.

#### ☑ 11. PROJECT INSPECTION, MONITORING, AND ACCEPTANCE.

- **INSPECTION.** All construction on items within DEPARTMENT jurisdiction and maintenance responsibility is subject to inspection and monitoring by the DEPARTMENT. The responsibility of the DEVELOPER for proper performance, safe conduct, and adequate policing and supervision of the project shall not be lessened or otherwise affected by DEPARTMENT approval of plans, specifications, or work, or by the presence at the work site of DEPARTMENT representatives, or by compliance by the DEVELOPER with any requests or recommendations made by such representatives.
- PHYSICAL COMPLETION/CONDITIONAL PROJECT ACCEPTANCE. Upon completion of construction, the DEVELOPER shall request a Preliminary Final Inspection of the items within DEPARTMENT jurisdiction and maintenance responsibility, per this General Permit, for Conditional Acceptance by the DEPARTMENT.

After all construction items within DEPARTMENT jurisdiction and maintenance responsibility per this General Permit are satisfactorily completed, the project shall be considered to be Physically Completed by the DEPARTMENT. The DEPARTMENT shall then grant Conditional Acceptance to the DEVELOPER.

After the project has been Physically Completed, the DEPARTMENT shall hold Final Acceptance for a **minimum of one (1) year after Physical Completion/Conditional Acceptance** of the project is granted to assure proper workmanship, project quality, and public safety. Should a problem occur, the DEVELOPER shall take immediate corrective action.

 FINAL PROJECT ACCEPTANCE. After the Project has been monitored for a minimum of one (1) year, the DEPARTMENT shall grant Final Project Acceptance to the DEVELOPER – provided any problems with workmanship and public safety have been resolved to the satisfaction of the DEPARTMENT, the reimbursable account has been paid in full, and a complete set of As-Built Plans have been received by the DEPARTMENT's DEVELOPER and Development Services Office.

#### □ 12. TRAFFIC CONTROL AND PUBLIC SAFETY.

- TRAFFIC CONTROL PLANS (TCPs). During the construction and/or maintenance of this facility, the DEVELOPER shall submit Project
  Specific Traffic Control Plans to The DEPARTMENT for Review and Approval at least ten (10) working days in advance of the time that
  signing and other traffic control devices will be required. These TCPs shall be in compliance with: (1) M54-44 WSDOT Work Zone Traffic
  Control Guidelines (<u>http://www.wsdot.wa.gov/publications/manuals/fulltext/M54-44/Workzone.pdf</u>), (2) The Manual on Uniform Traffic
  Control Devices (MUTCD) for Streets and Highways Part 6; Chapter 6H (<u>http://mutcd.fhwa.dot.gov/HTM/2003r1/part6/part6h1.htm</u>) and
  Washington modifications thereto.
- MODIFICATION OR REVOCATION OF APPROVED TRAFFIC CONTROL PLANS. The STATE reserves the right to modify or revoke any Traffic Control Plan at any time due to safety and operational problems for the traveling public. All costs and time delays associated with modification or revocation shall be borne by the DEVELOPER or their contractor.
- PERMITTED HOURS FOR LANE CLOSURES/DEPARTMENT NOTIFICATION. The working hours within State right-of-way for this project are restricted per the Approved Traffic Control Plan(s). Any extension of these hours must be requested in writing and approved prior to construction. Weekend or Holiday (including Canadian Holidays-Skagit & Whatcom Counties) work is not permitted without written permission from the DEPARTMENT. Five (5) working days notification shall be given to the DEPARTMENT's Representative prior to any lane closure.
- SUSPENSION OF TRAFFIC CONTROL OPERATIONS. The DEPARTMENT reserves the right to suspend all lane closure operations due to unexpected emergencies or impediments to the flow of traffic. All costs associated with this suspension shall be borne by the DEVELOPER or their contractor.
- HAZARD PROTECTION. All hazards to vehicular, pedestrian, and bicycle traffic shall be marked by warning signs, barricades, and lights.
- STORAGE OF EQUIPMENT AND MATERIALS. All lanes shall be open and the shoulders shall be clear of construction equipment and
  materials during non-working hours. The Work Zone Clear Zone (WZCZ) applies during working and non-working hours. The WZCZ
  applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to pre-existing conditions or
  permanent work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control
  Plans, and other Contract or Permit requirements. During nonworking hours, equipment or materials shall not be within the WZCZ unless
  they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if
  the DEPARTMENT approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's non-essential vehicles and employees' private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing, and the DEPARTMENT has provided written approval.

13. WORKER VISIBILITY. All workers within the STATE right-of-way who are exposed either to traffic or to construction equipment within the work zone shall wear high-visibility safety apparel meeting Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication titled "American National Standard for High Visibility Safety Apparel and Headwear".

#### ☑ 14. MATERIALS AND QUALITY ASSURANCE/QUALITY CONTROL (QA/QC).

- MATERIALS AND WORKMANSHIP. All materials and workmanship shall conform to the Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, current edition, and amendments thereto, and shall be subject to inspection by the DEPARTMENT.
- APPROVAL OF MATERIALS REQUEST for APPROVAL of MATERIALS SOURCE (RAMS) FORM and QUALIFIED PRODUCTS LIST (QPL). Prior to the placement of any materials, the DEVELOPER shall: Either submit copies of the DEVELOPER approved RAMS forms listing Materials Manufacturers and Suppliers for: Earthwork, Aggregates, Asphalt and Concrete Plants, Pit Sites, Mix Designs, Pipe, Drainage Structures, Striping and Pavement Markings, and Electrical Materials, Shop Drawings, and Catalogue Cuts; to the DEPARTMENT for concurrence; OR fill out and submit RAMS forms to the DEPARTMENT for approval. The current QPL sheets for each material shall be submitted. (The QPL can be located on the DEPARTMENT's web site at: <a href="http://www.wsdot.wa.gov/biz/mats/QPL/QPL\_Search.cfm">http://www.wsdot.wa.gov/biz/mats/QPL/QPL\_Search.cfm</a>. NOTE: There may be additional acceptance actions, including samples, noted on the QPL or RAM that need to be completed prior to the materials being incorporated into the work).
- **MATERIALS TESTING/REPORTING OF RESULTS.** All materials testing is to be performed by the DEVELOPER or an Independent Certified Testing Laboratory of their choice. Frequency shall be determined as per the DEPARTMENT Standard Specifications. Copies of all test results shall be submitted to the DEPARTMENT's Representative prior to beginning the next phase of construction. The DEPARTMENT reserves the right to verify the test results or to perform the testing.
- HOT MIX ASPHALT (HMA) DESIGN. Prior to Paving Operations, the DEVELOPER shall submit DEPARTMENT approved HMA Mix Design(s) for use on this project.
- **PAVING OPERATIONS.** <u>NO</u> Paving Operations will be permitted during periods of rain or snow. Written permission from the DEPARTMENT's Representative shall be required if paving operations begin before April 1st, or after October 1st. Surface temperature limitations as per the WSDOT Standard Specifications shall be enforced.
- **CONCRETE MIX DESIGN.** Prior to any placement of Cement Concrete, the DEVELOPER shall submit DEPARTMENT approved Mix Design(s) for use on this project.
- DRAINAGE STRUCTURES. Only structures stamped APPROVED by the DEPARTMENT's Fabrication Inspection Office shall be used on this project.
- **15. PIPE END TREATMENT.** All culvert pipes shall have beveled end sections and quarry spalls shall be placed around end of pipes in the bottom of the ditch, and on the side of the slopes.
- **16.** UTILITY COVER ELEVATION. All manholes, valve covers, and like appurtenances shall be constructed at such an elevation to conform to the shoulder slope from the edge of pavement or as directed by the DEPARTMENT.
- 17. UNSUITABLE MATERIALS. If determined necessary by the DEPARTMENT, unsuitable material encountered during any excavation shall be removed and replaced to the satisfaction of the STATE at the DEVELOPER's expense. The replacement material shall be free-draining and granular, or other materials as determined by the STATE's Representative in accordance with the Standard Specifications.

#### □ 18. EROSION CONTROL/DRAINAGE.

- **BEST MANAGEMENT PRACTICES (BMP'S).** During construction of this project, the LOCAL AGENCY shall comply with the Washington State Department of Transportation Highway Runoff Manual, or DEPARTMENT approved equivalent plan, and implement Best Management Practices (BMP's) as detailed to mitigate erosion.
- WATER DISCHARGES ON THE PROJECT. All discharges to State right of way on this project shall conform to State and Local water quality regulations and shall meet WAC 173-201A.
- 19. RIGHT-OF-WAY RESTORATION. Upon completion of work, the DEVELOPER shall remove and dispose of all scraps, brush, timber, materials, etc. off the right-of-way. The aesthetics of the highway shall be as it was before work started, or better.
- 20. VEGETATION ON STATE RIGHT-OF-WAY. This Permit does not give the DEVELOPER, or any agent or contractor of the DEVELOPER, any rights to cut, spray, retard, remove, destroy, damage, disfigure, or in any way modify the physical condition of any vegetative material located on the highway right of way, except by written permission from the DEPARTMENT. All restoration shall be done to the satisfaction of the DEVELOPER.
- **21.** MAINTENANCE OF LANDSCAPING. The DEVELOPER is responsible for the maintenance of all landscaping beyond the face of the curbs or edge of pavement, and in the median of divided highways.
- **22.** SIGNING. Signing shall be installed as per the Approved Plans, the WSDOT Standard Plans, or as directed by the DEPARTMENT's Representative.

#### **≥** 23. CHANNELIZATION PAVEMENT MARKINGS.

- **REMOVAL.** Pavement Markings and Striping to be removed shall be obliterated until blemishes caused by the pavement marking removal conform to the coloration of the adjacent pavement.
- STRIPING/PAVEMENT MARKING APPLICATION. Two applications of paint shall be required on all paint stripe markings as per the Standard Specifications.
- **24.** TRAFFIC REVISION WARNING SIGNS. "TRAFFIC REVISION AHEAD" (W20-901) signs shall be installed in advance of all affected directions of travel of the Project when the channelization of the highway is changed. The location of the signs shall be per Section 2C.05 of the MUTCD,

or as directed by the DEPARTMENT's Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three 12' by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the DEPARTMENT's Representative.

#### □ 25. TRAFFIC SIGNAL CONSTRUCTION.

- **DESIGN/CONSTRUCTION/INSPECTION.** The DEVELOPER shall assure that the design and construction of Traffic Signals and illumination on signal poles installed within the STATE highway right-of-way meets all requirements of the STATE.
- TRAFFIC SIGNAL STANDARDS APPROVAL. If the proposed signal standards are not on the DEPARTMENT's PRE-APPROVED LIST (<u>http://www.wsdot.wa.gov/eesc/bridge/lightsignalstandards/index.cfm</u>). Signal Pole Shop Drawings (Seven (7) sets of copies) shall be submitted to the DEPARTMENT's Representative for transmittal to HQ for approval.
- ILLUMINATION DURING CONSTRUCTION. Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.
- **TEMPORARY VIDEO DETECTION SYSTEM.** If any induction loop is scheduled to be disabled, a temporary video detection system shall be completely installed and made operational prior to any associated induction loop being disabled.
- **EXISTING TRAFFIC DETECTION LOOPS.** The Contractor shall notify the Area Traffic Engineer through the DEPARTMENT's Representative a <u>minimum of five (5) working days</u> in advance of pavement removal or grinding in areas with existing loops.

If the DEPARTMENT's Representative suspects that damage to any loop, not identified in the Plans as being replaced, may have resulted from Contractor's operations or is not operating adequately, the DEPARTMENT's Representative may order the Contractor to perform the field tests specified in Section 8 20.3(14) D. The test results shall be recorded and submitted to the DEPARTMENT's Representative. Loops that fail any of these tests shall be replaced.

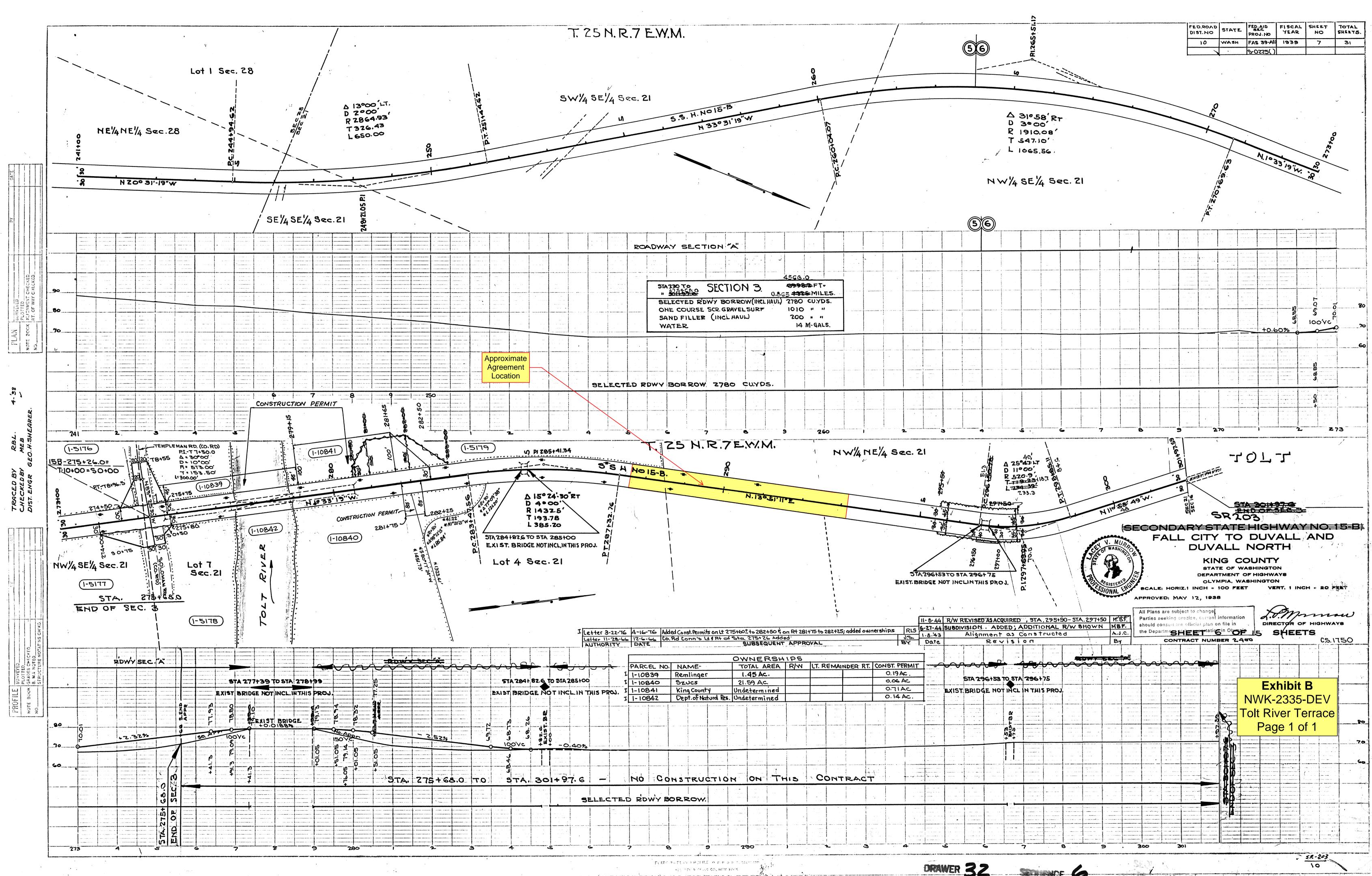
Loops that fail the tests, as described above, and are replaced shall be installed in accordance with current WSDOT design standards and Standard Plans, as determined by the DEPARTMENT's Representative.

If traffic signal loops that fail the tests, as described above, are not replaced and operational within 48 hours, the Contractor shall install and maintain interim video detection until the replacement loops are operational. The type of interim video detection furnished shall be approved by the DEPARTMENT's Representative prior to installation.

- **TRAFFIC SIGNAL HEADS.** Unless ordered by the DEPARTMENT's Representative, signal heads shall not be installed at any intersection until all other signal equipment is installed and the controller is in place, inspected, and ready for operation at that intersection, except that the signal heads may be mounted if the faces are covered with a black opaque material.
- SIGNAL HEAD COVERING. The signal head covering material shall be of sufficient size to entirely cover the display. The covering material shall consist of 4 mil minimum thickness black polyethylene sheeting, and shall extend over all edges of the signal housing. It shall be securely fastened at the back.
- NEW TRAFFIC SIGNAL TURN-ON AND/OR SWITCHOVER OPERATIONS. The DEVELOPER shall contact the DEPARTMENT's Representative at least five (5) working days prior to scheduling a signal turn-on in order to assure that all appropriate items of the DEPARTMENT's "Traffic Signal Turn-On Checklist" are satisfactorily addressed. The Pre-Turn-On and Turn-On shall not occur until all applicable Checklist items are installed and/or connected. This Checklist can be located on the DEPARTMENT's web site at: <a href="http://www.wsdot.wa.gov/Northwest/DevelopmentServices/LocalAgency.htm">http://www.wsdot.wa.gov/Northwest/DevelopmentServices/LocalAgency.htm</a> (Go to: "What is needed to turn on a traffic signal?").
- **PERMITTED HOURS FOR NEW SIGNAL TURN-ON.** The permitted hours for a new Traffic Signal Turn-on or Switch-Over shall be per the Approved Traffic Control Plan(s) for the specific operation. Signal Switchover and Turn-On operations are permitted only on Tuesday, Wednesday, or Thursday except in the case of an emergency.
- NEW SIGNAL AHEAD/SIGNAL REVISION WARNING SIGNING. "NEW SIGNAL AHEAD" (W20-902) or "SIGNAL REVISION AHEAD" (W20-903) signs shall be installed in advance of all affected directions of travel on the Project when a new traffic signal system is installed or when modifications to and existing signal are made. The location of the signs shall be per Section 2C.05 of the MUTCD, or as directed by the DEPARTMENT's Representative. These signs are 48" X 48" black letters on orange background, and shall be post mounted. The bottom of the sign shall be mounted seven (7) feet above the pavement elevation. Each sign shall have three 12" by 12" Fluorescent Orange flags or Flag Signs mounted on both sides and on top of the sign. The flags signs shall be made of aluminum. Flags shall be made of durable cloth or plastic. The signs and flags shall stay erect for six to eight weeks or as directed by the DEPARTMENT's Representative.

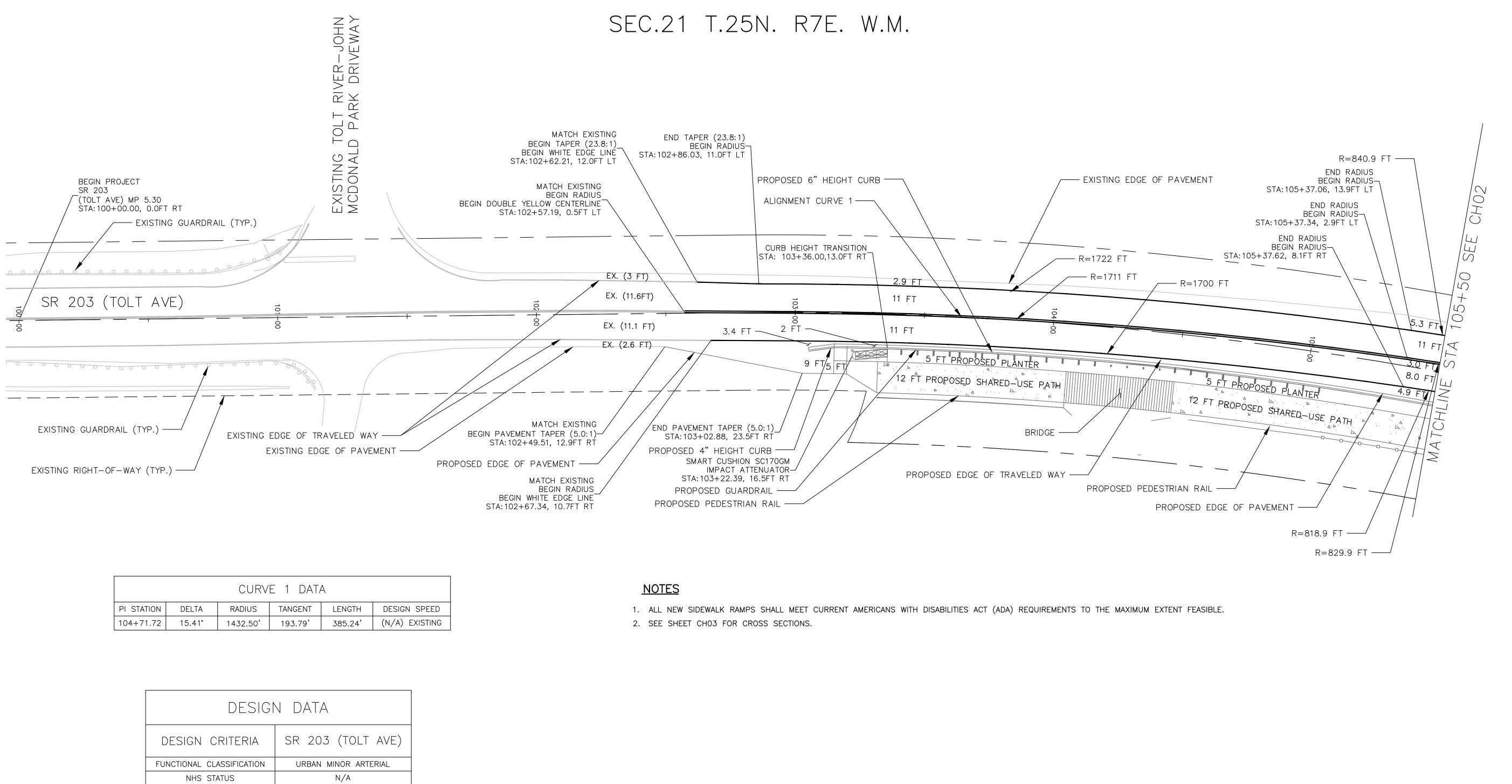
#### □ 26. ILLUMINATION CONSTRUCTION.

- **DESIGN/CONSTRUCTION/INSPECTION**. The DEVELOPER shall assure that the design and construction of all illumination installed within the State highway right-of-way meets all requirements of the DEPARTMENT.
- ILLUMINATION DURING CONSTRUCTION. Pre-existing illumination shall be maintained and functional at all times during construction until the new illumination is operational.



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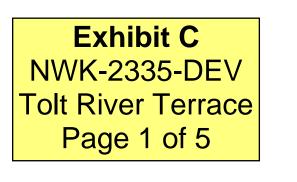
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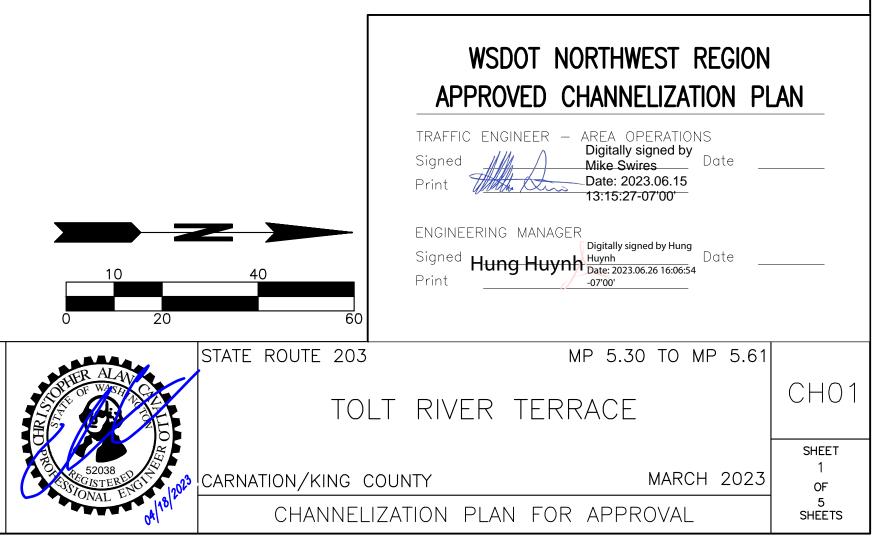


CURVE 1 DATA						
PI STATION	DELTA	RADIUS	TANGENT	LENGTH	DESIGN SPEED	
104+71.72	15.41°	1432.50'	193.79'	385.24'	(N/A) EXISTING	

DESIGI	N DATA			
DESIGN CRITERIA	SR 203 (TOLT AVE)			
FUNCTIONAL CLASSIFICATION	URBAN MINOR ARTERIAL			
NHS STATUS	N/A			
ACCESS CONTROL	MANAGED ACCESS CLASS 4			
DESIGN SPEED	30 MPH			
POSTED SPEED	30 MPH			
DESIGN VEHICLE	N/A (EXISTING)			
TERRAIN	FLAT			
PERCENT TRUCKS	4.3%			

		DATE	REVISION	BY	DATE
DESIGNED BY	TVN	03/17/2023			
DRAWN BY	TVN	03/17/2023			
REVIEWED BY	CAC	03/17/2023			

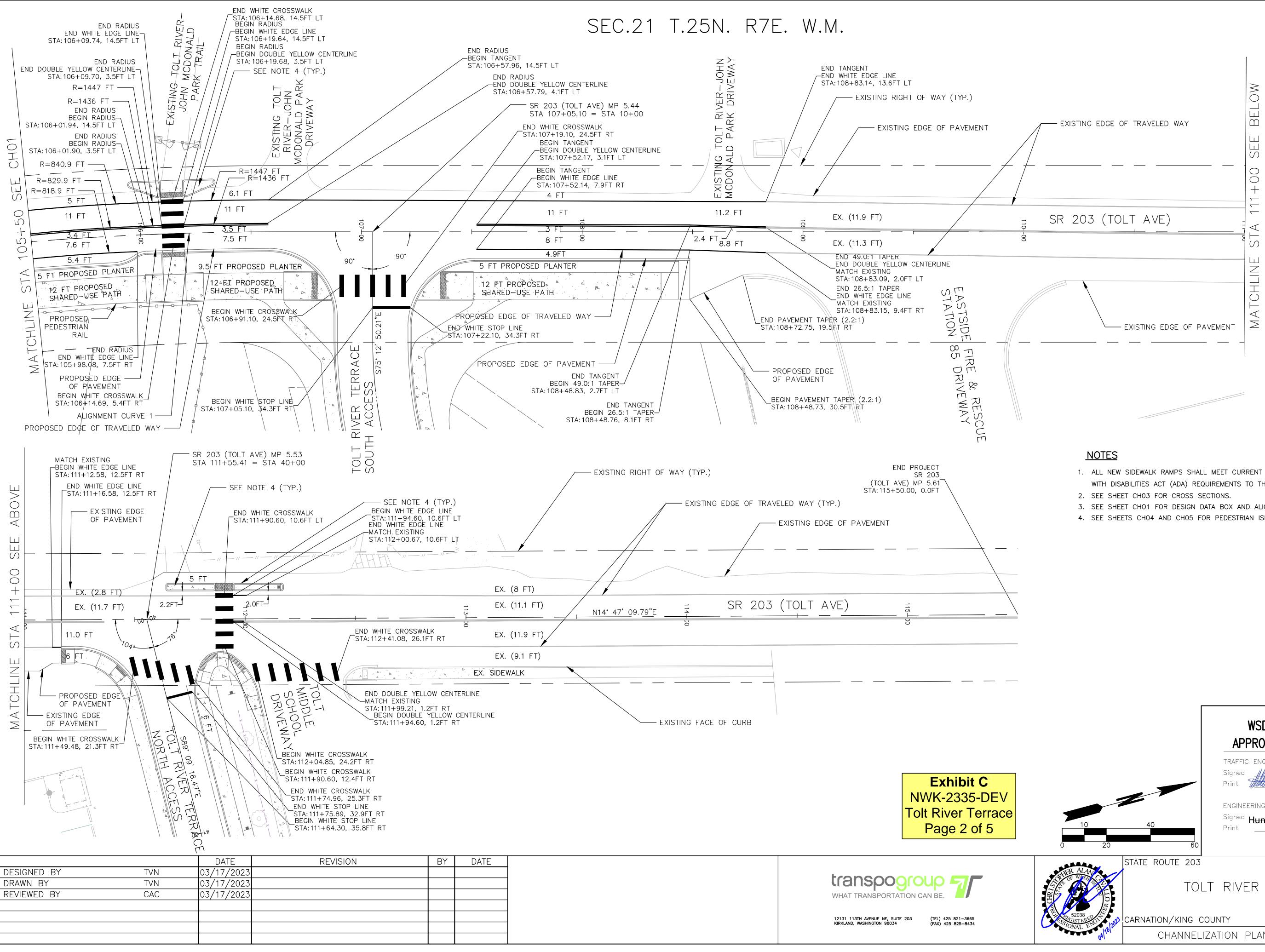




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 12131
 113TH AVENUE NE, SUITE 203
 (TEL)
 425
 821–3665

 KIRKLAND, WASHINGTON
 98034
 (FAX)
 425
 825–8434

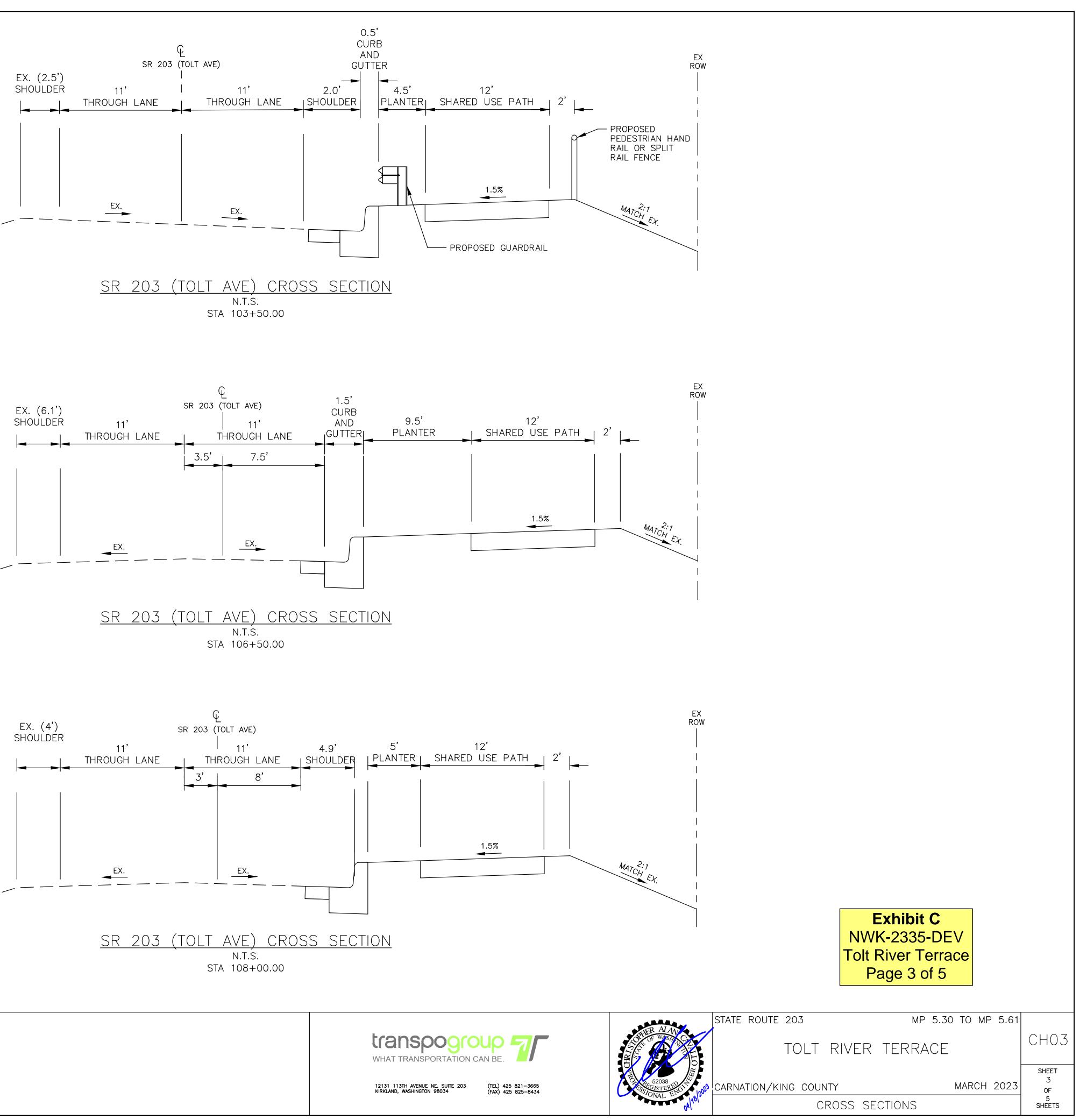


- 1. ALL NEW SIDEWALK RAMPS SHALL MEET CURRENT AMERICANS
- WITH DISABILITIES ACT (ADA) REQUIREMENTS TO THE MAXIMUM EXTENT FEASIBLE.
- 3. SEE SHEET CHO1 FOR DESIGN DATA BOX AND ALIGNMENT CURVE 1 DATA.
- 4. SEE SHEETS CH04 AND CH05 FOR PEDESTRIAN ISLAND DETAILS.

		WSDOT NORTHWEST REGION APPROVED CHANNELIZATION PL	AN
		TRAFFIC ENGINEER – AREA OPERATIONS Digitally signed by Mike Swires Date Print Date: 2023.06.15 13:15:27-07'00'	
10	 	ENGINEERING MANAGER Signed Hung Huynh PrintDigitally signed by Hung Huynh Date: 2023.06.26 16:06:54 -07'00'	
	STATE ROUTE 203	MP 5.30 TO MP 5.61	
	TOL	_T RIVER TERRACE	CH02
52038			SHEET 2
GISTERED ONAL ENGINE 2023	CARNATION/KING C	OUNTY MARCH 2023	OF
04/10/		ZATION PLAN FOR APPROVAL	5 SHEETS

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DESIGNED BY	TVN	03/14/2023			
DRAWN BY	TVN	03/14/2023			
REVIEWED BY	CAC	03/14/2023			

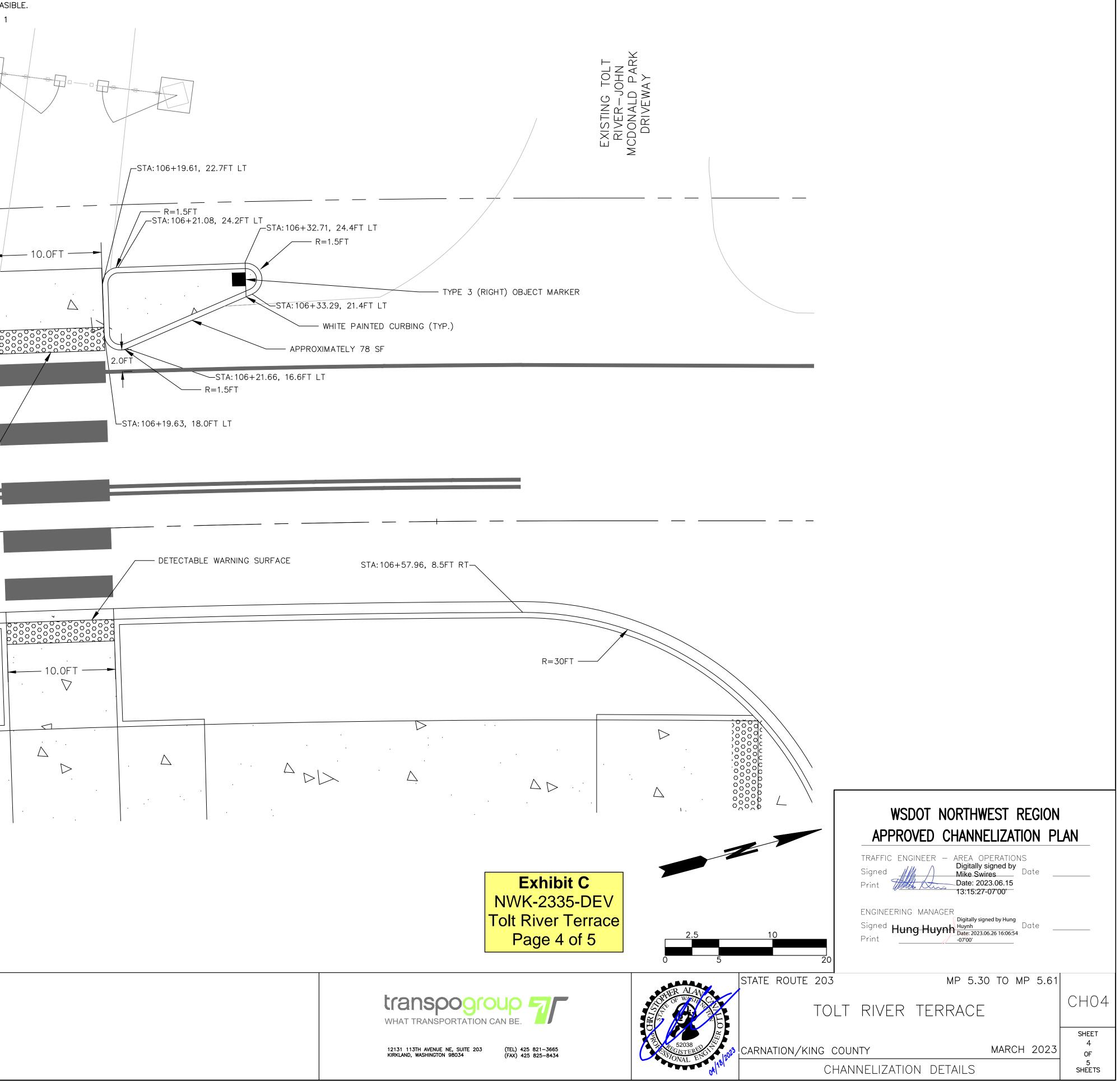


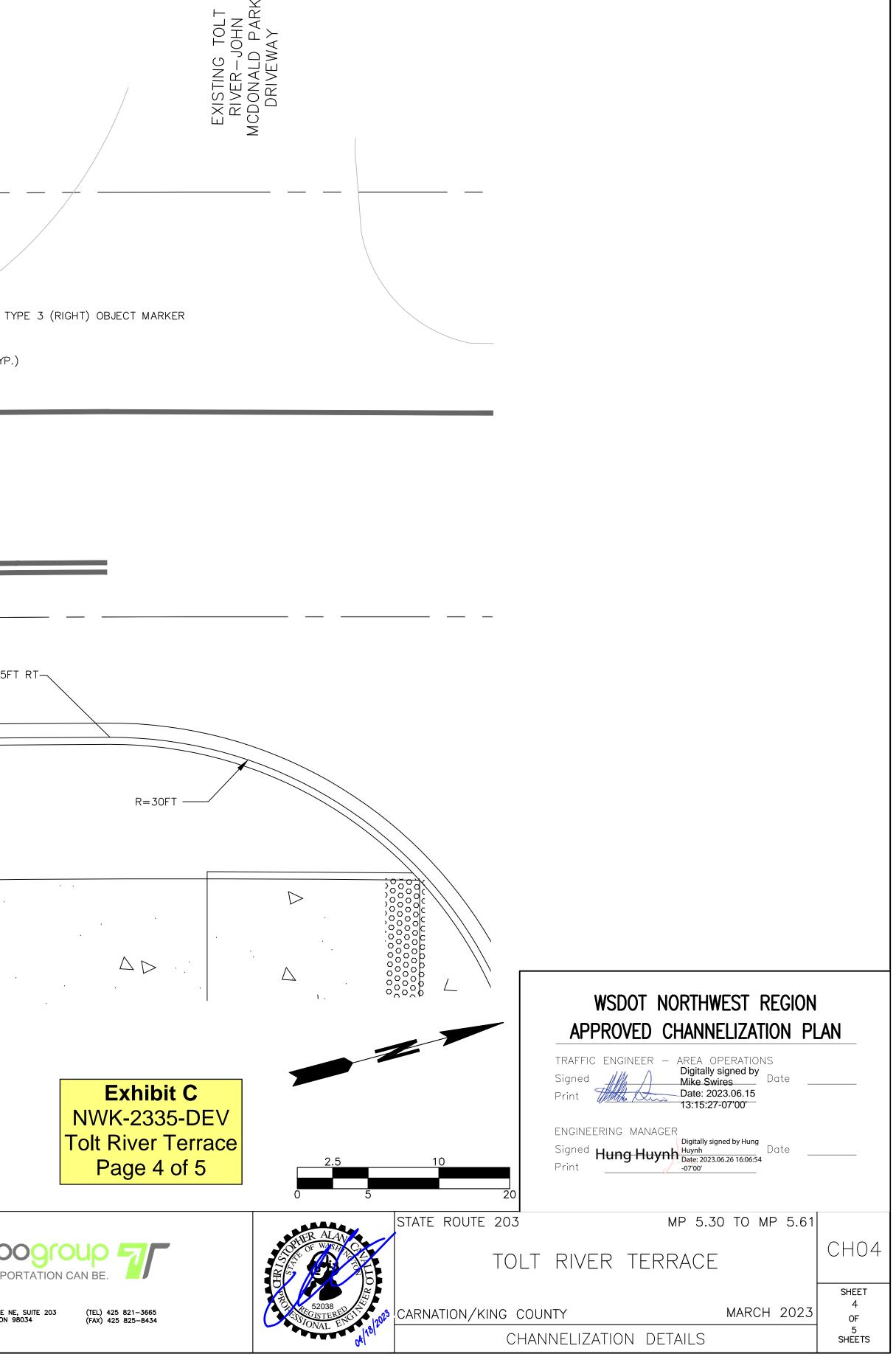
# <u>NOTES</u>

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- 2. SEE SHEETS CH01-CH02 FOR CHANNELIZATION PLAN FOR APPROVAL. SEE SHEET CH01 FOR DESIGN DATA BOX AND ALIGNMENT CURVE 1 DATA.
- 3. SEE SHEET CH03 FOR CROSS SECTIONS.

R=1.5FT
STA: 106+09.77, 22.7FT LT STA: 106+08.30, 24.2FT LT
R=1.5FT
STA:105+96.09, 21.4FT LT
APPROXIMATELY 78 SF
WHITE PAINTED CURBING (TYP.)
R=1.5FT
SR 203 (TOLT //VL) STA: 106+09.75, 18.2FT LT- DETECTABLE WARNING SURFACE
106-
STA:106+02.65, 8.5FT RT
STA:105+97.30, 10.0FT RT-
R=20FT
R=10FT
STA:105+85.27, 13.0FT RT-
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DATE REVISION BY DATE
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REVIEWED BY CAC 03/17/2023

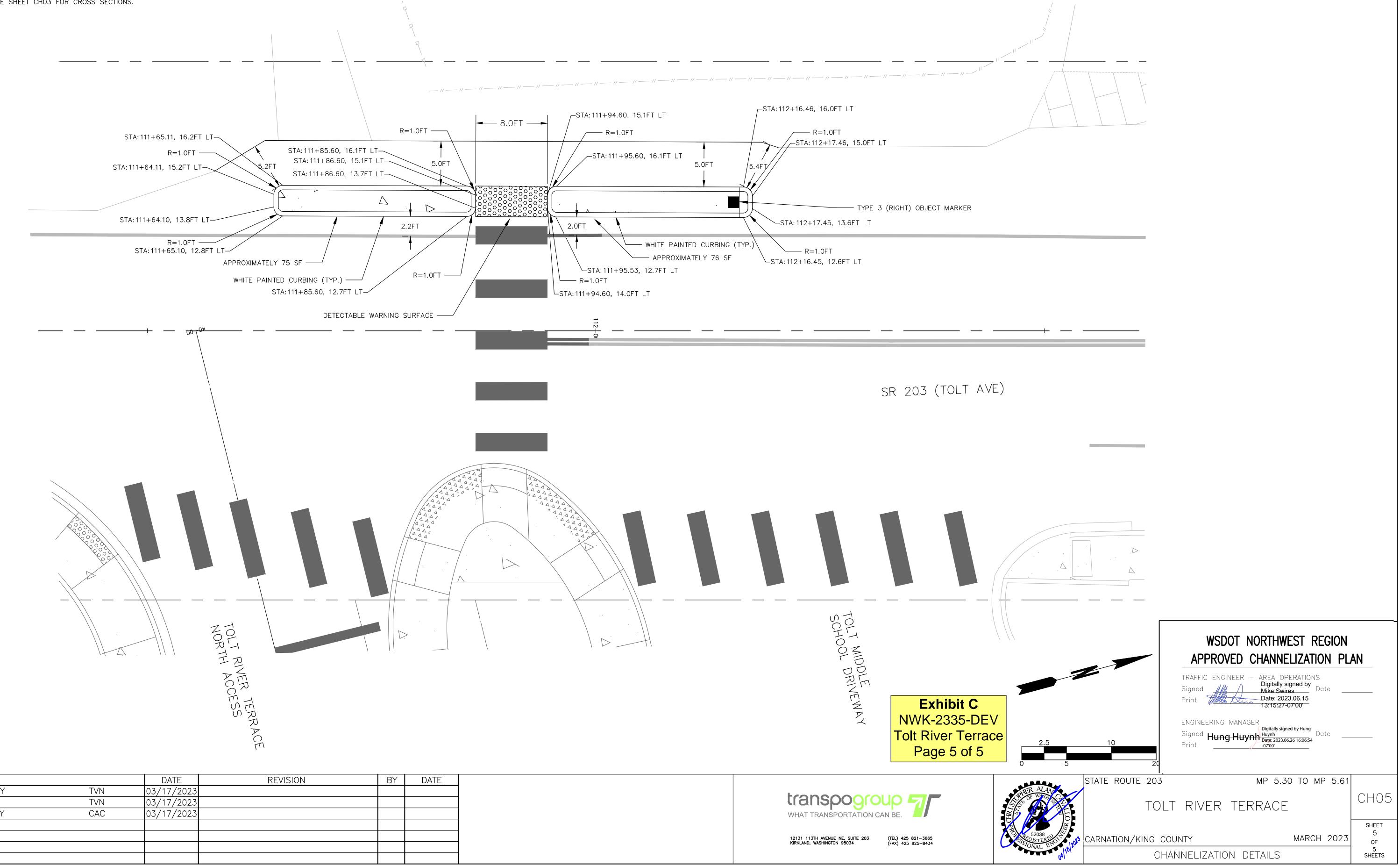
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DESIGNED BY	TVN	03/17/2023			
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REVIEWED BY	CAC	03/17/2023			